

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:**      **December 4, 2018**      **[X] Consent**      **[ ] Regular**  
    **[ ] Workshop**      **[ ] Public Hearing**

**Department: Facilities Development and Operations**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendment No. 4 to the contract with Hedrick Brothers Construction Co., Inc. (R-2016-0430) in the amount of \$477,518 for the Main Detention Center (MDC) East and West Tower exterior painting establishing a Guaranteed Maximum Price (GMP) for construction management services for the period of 210 days or until project is completed.

**Summary:** This Amendment authorizes Hedrick Brothers Construction to prepare, caulk and weatherseal the exterior walls and doors of the east and west towers at the Main Detention Center. The duration of construction is 210 days. The Small Business Enterprise (SBE) goal established by the SBE Ordinance for this contract is 15%. Hedrick Brothers Construction Co., Inc.'s SBE participation for this Amendment is 67%. Including this Amendment, Hedrick Brothers Construction Co., Inc.'s overall SBE participation is 61.6%. This Amendment will be funded from Countywide Building Repair/Replacement funds (Ad Valorem). Hedrick Brothers Construction Co., Inc. is a Palm Beach County business and it is anticipated that 100% of the work will be performed by Palm Beach County businesses. **(Capital Improvements Division) Countywide/District 2 (LDC)**

**Background and Justification:** Construction Manager (CM) at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as general contractors issuing the subcontracts for construction. Hedrick was selected on April 5, 2016 via a RFP issued for both the Main Detention Center Electronics Renewal Replacement Project and the Detention Facilities Renewal/Replacement Project. The two major projects were combined as a result of; 1) concurrent work requirements, 2) to eliminate duplicative and contractor general costs; 3) to reduce the probability of repetitive extraordinary security awareness/training required for construction crew, and to set performance accountability with a single contractor. This amendment is for a portion of Phase III and Phase IV of the Detention Facilities Renewal/Replacement Program being moved forward as a priority due to water infiltration into both buildings.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Amendment No. 4

Recommended by: Army Wolf 10/30/18  
Department Director Date

Approved by: \_\_\_\_\_  
County Administrator Date

II. FISCAL IMPACT ANALYSIS

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$542,518.				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$542,518.	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

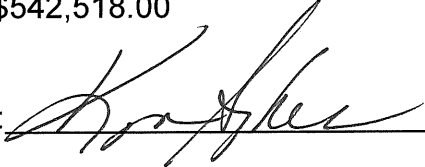
Is Item Included in Current Budget: Yes X No  
Does this item include the use of federal funds? Yes No X

Budget Account No: Fund 3804 Dept 411 Unit B551 Object 4907

B. Recommended Sources of Funds/Summary of Fiscal Impact:

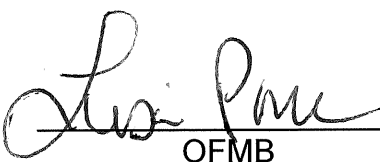
This Amendment will be funded Countywide Building Repair/Replacement funds (Ad Valorem).

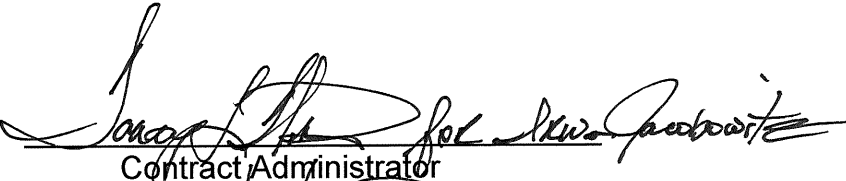
Construction .....	\$477,518.00
Professional Services .....	\$17,000.00
Staff Costs .....	\$5,000.00
Permits .....	\$3,000.00
Contingency .....	\$40,000.00
Total\$ .....	\$542,518.00

C. Departmental Fiscal Review: 

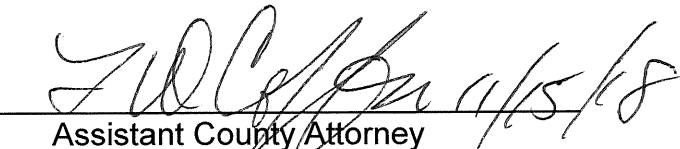
III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:

  
OFMB  
11/6/18

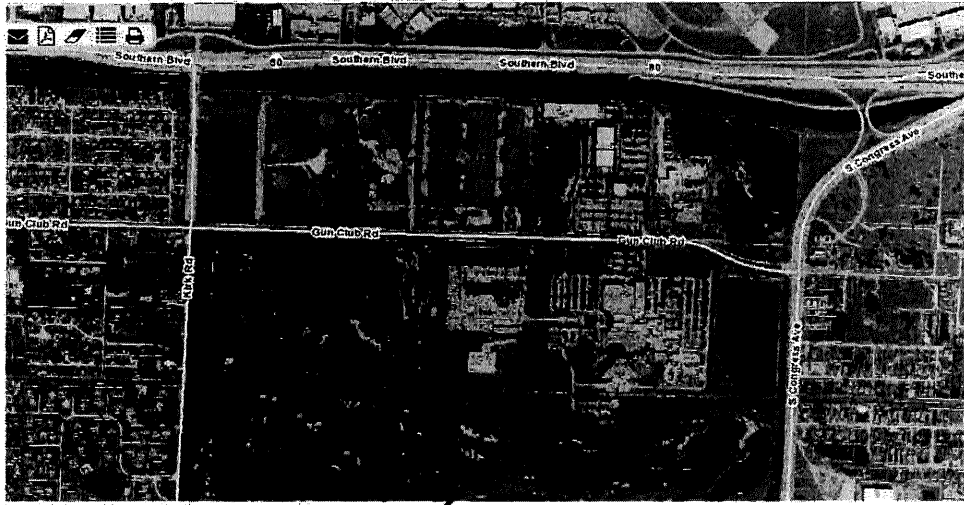
  
Contract Administrator  
11/15/18

B. Legal Sufficiency:

  
Assistant County Attorney  
11/15/18

C. Other Department Review:

\_\_\_\_\_  
Department Director



Main Detention  
Center

LOCATION MAP



ATTACHMENT 1

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 10/09/18 REQUESTED BY: Mike McPherson PHONE: 233-0278

PROJECT TITLE: MDC East and West Tower Exterior Painting
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: IST PLANNING NO.:

REQUESTED AMOUNT: \$542,518.00 BCC RESOLUTION#: R-2016-0430
DATE: 04/05/16

CSA or CHANGE ORDER NUMBER: Amendment #4

LOCATION: MDC BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 15218

CONSULTANT/CONTRACTOR: Hedrick Brothers Construction Co., Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

GMP for construction services for East and West Tower Exterior Painting.

Table with 2 columns: Category, Amount. Rows include CONSTRUCTION (\$477,518.00), PROFESSIONAL SERVICES (\$ 17,000.00), STAFF COSTS\* (\$ 5,000.00), EQUIP./SUPPLIES/PERMITS (\$ 3,000.00), CONTINGENCY (\$ 40,000.00), and TOTAL (\$542,518.00).

\* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3804 DEPT: 411 UNIT: B551 OBJ: 4907

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Ad Valorem (Amount \$ ) Infrastructure Sales Tax (Amount \$ )
- State (source/type: Amount \$ ) Federal (source/type: Amount \$ )
- Grant (source/type: Amount \$ ) Impact Fees: (Amount \$ )
- Other (source/type: Amount \$ )

Department:

BAS APPROVED BY:

DATE 10/29/18

ENCUMBRANCE NUMBER:

Attachment 2

**AMENDMENT #4**

**HEDRICK BROTHERS CONSTRUCTION CO., INC.  
TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT AT RISK SERVICES**

**MAIN DETENTION CENTER (MDC) EAST AND WEST TOWER  
EXTERIOR PAINTING  
PROJECT NO. 15218  
DISTRICT #2**

This Amendment No. 4 is for Construction Management Services for construction activities associated with the MDC East and Wet Tower Exterior Painting project located on Gun Club Road in West Palm Beach.

Construction services shall include the cleaning, preparing, caulking and weathersealing of the exterior walls and doors of the West and East Towers.

Construction services are required to provide painting, caulking and weathersealing of the exterior walls of the east and west towers due to water infiltration into the buildings.

The SBE goal for this contract is 15%. Construction Manager anticipates providing 67% SBE participation in this Amendment.

**AMENDMENT #4**  
**HEDRICK BROTHERS CONSTRUCTION CO., INC.**  
**TO CONTRACT FOR**  
**CONSTRUCTION MANAGEMENT AT RISK SERVICES**  
**MAIN DETENTION CENTER (MDC) EAST AND WEST TOWER**  
**EXTERIOR PAINTING**  
**PROJECT NO. 15218**

**This Amendment** is made as of \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and **Hedrick Brothers Construction Co., Inc.**, hereinafter referred to as “Construction Manager”.

**WHEREAS**, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated 04/05/16 (R2016-0430) (hereinafter the Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Contract as may be supplemented and amended by this Amendment.

**WHEREAS**, the parties have negotiated a Guaranteed Maximum Price for the Project, including the Construction Manager’s fees calculated in accordance with the terms of the Contract, whereby the Construction Manager will render construction and warranty services and other services as set forth herein and in the Contract;

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

**1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

**2. Construction Manager’s Representations.** The Construction Manager represents that:

The Construction Manager, Trade Contractors, Sub-subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the Contract, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identified, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of the Project.

The Construction Manager’s review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems and therefore the Construction Manager represents that the GMP represents the total cost for complete and functional systems.

**3. Guaranteed Maximum Price.** Pursuant to Section 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to a Guaranteed Maximum Price of **\$477,518.00** for the construction costs of the Project. The GMP is based on the following: Exhibit A.

**4. Schedule of Time for Completion.** The time of completion for this Amendment will be as follows: The Construction Manager shall substantially complete the work within **210** calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$309.00/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

**5. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Exhibit A - GMP Proposal  
Public Construction Bond  
Form of Guarantee  
Insurance Certificate(s)

**6.** Except as specifically modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY.

ATTEST:

SHARON R. BOCK, CLERK &  
COMPTROLLER

PALM BEACH COUNTY BOARD,  
FLORIDA  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

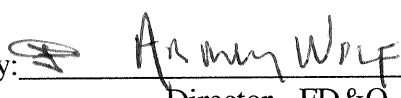
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

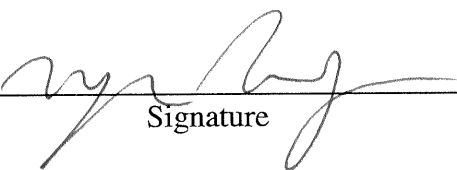
APPROVED AS TO TERMS  
AND CONDITIONS

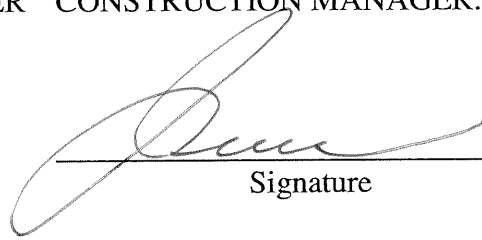
By:  \_\_\_\_\_  
County Attorney


By:  \_\_\_\_\_  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

CONSTRUCTION MANAGER:

 \_\_\_\_\_  
Signature  
  
MEGAN LOOBY \_\_\_\_\_  
Name (type or print)

 \_\_\_\_\_  
Signature  
  
Jack Ullrich \_\_\_\_\_  
Name (type or print)

 \_\_\_\_\_  
Title  
  
(Corporate Seal)



Line No.	Spec.	Description	Qty.	U	U/P	Total	GMP REV1 Dated 9.20.18	Remarks
1	10000	General Requirements					\$1,920	
2		Temporary Toilets	4.6	mo	\$200.00	\$920		
3		Temporary Protection of Elevators	1	ls	\$1,000.00	\$1,000		
4	79200	Caulking / Waterproofing					\$146,000	
5		Submittals & Shop Drawings	1	ls	\$0.00	Included		
6		Hoisting	1	ls	\$6,000.00	Included		Included in Painting
7		Exterior Building Expansion, Control & Construction Joint Caulking - East Tower	7,410	lf	\$5.94	\$44,000		Dow Corning 123
8		Exterior Building Expansion, Control & Construction Joint Caulking - West Tower	7,057	lf	\$5.95	\$42,000		Dow Corning 123
9		Exterior Window Caulking - East Tower	4,130	lf	\$3.87	\$16,000		
10		Exterior Window Caulking - West Tower	3,640	lf	\$3.85	\$14,000		
11		Repair to All Cracks - East & West Towers	10,000	sf	\$2.00	\$20,000		Allowance
12		Exterior & Interior Door Caulking - East Tower	178	lf	\$0.00	Included		
13		Exterior & Interior Door Caulking - West Tower	214	lf	\$0.00	Included		
14		Bondo Repairs - East and West Towers	1	ls	\$10,000.00	\$10,000		Allowance
14a		Additional Caulking Scope (vent louvers, metals at roof, all HVAC equipment / Exhaust fans, A/C vents, roof top aluminum ladders / handrails, parapet cap & scuppers) - REVISION 1	1	ls	\$0.00	Included		Included in Painting - Additional Scope (21a)
15	91800	EIFS					\$50,000	
16		EIFS Repairs	1	ls	\$50,000.00	\$50,000		Allowance
17	99000	Painting					\$177,720	
18		Shop Drawings & Submittals	1	ls	\$0.00	\$0		
19		Hoisting	1	ls	\$21,475.00	\$21,475		
20		Exterior Painting - East Tower	40,225	sf	\$1.75	\$70,323		
21		Exterior Painting - West Tower	37,119	sf	\$1.83	\$67,922		
21a		Additional Scope - REVISION 1	1,750	sf	\$10.29	\$18,000		
22	328000	Irrigation					\$1,500	
23		Repair to Existing Irrigation System Piping / Heads	1	ls	\$1,500.00	\$1,500		Allowance
24	329000	Landscaping					\$3,000	
25		Repair existing Landscaping	1	ls	\$3,000.00	\$3,000		Allowance
26		Construction Phase Fee					\$14,765	
27		Construction & Closeout - Project Executive - Hedrick	33	wks	\$0.00	Included		

Line No.	Spec.	Description	Qty.	U	U/P	Total	GMP REV1 Dated 9.20.18	Remarks
28		Construction & Closeout - Project Executive - Cooper	33	wks	\$0.00	Included		
29		Construction & Closeout - Project Manager - Hedrick	33	wks	\$0.00	Included		
30		Construction & Closeout- Assistant Project Manager - Hedrick	6.6	wks	\$1,346.00	\$8,884		Accounting for 1 day a week
31		Construction & Closeout- Superintendent - Hedrick	33	wks	\$0.00	Included		
32		Construction & Closeout- Project Coordinator - Cooper	0.0	wks	\$0.00	\$0		Revision 1 - PBC request to remove
33		Construction & Closeout- Accounting - Hedrick	6.6	wks	\$408.04	\$2,693		Accounting for 1 day a week
34		Construction & Closeout - Safety - Hedrick	6.6	wks	\$331.57	\$2,188		Accounting for 1 day a week
42		Office Trailer	0	mos	\$0.00	Included		
43		Cell Telephone	0	mos	\$0.00	Included		
44		Furniture / Supplies	0	ls	\$0.00	Included		
45		Computer / Printer	0	ls	\$0.00	Included		
46		Copier / Printing	1	ls	\$1,000.00	\$1,000		
47		Insurance / Bonds / OH&P / Contingency					\$82,613	
48		General Liability Insurance	1	ls	\$6,594.92	\$6,595		
49		Builders Risk Insurance	1	ls	\$1,806.75	\$1,807		
50		Builders Risk Insurance - Wind / Storm	1	ls	\$0.00	\$0		not required - not included
51		Performance & Payment Bonds	1	ls	\$4,436.38	\$4,436		
52		Overhead / Profit - Hedrick	1	ls	\$28,542.03	\$28,542		
53		Overhead / Profit - Cooper	1	ls	\$3,058.07	\$3,058		
54		Subcontractor Bond	1	ls	\$8,175.00	\$8,175		
55		Contingency	1	ls	\$30,000.00	\$30,000		
56		Total				\$477,518	\$477,518	

SCHEDULE 1


LIST OF PROPOSED SBE-M/WBE PARTICIPATION  
CHANGE ORDER WORK

PROJECT NAME: PBC MDC East & West Towers Exterior Painting & Caulking PROJECT NO. : 15218

NAME OF PRIME: HEDRICK BROTHERS CONSTRUCTION CONTACT PERSON: John Richardson

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH THE CCP. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT TO BE COMPLETED BY ALL SBE-M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN WORKFORCE.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	<u>M/WBE</u>	<u>SBE</u>					
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Cooper Construction Management & Consulting, Inc. 3000 High Ridge Road, Suite 7 Boynton Beach, FL 33426 561-588-5222	X	X	_\$3,058.00_	_____	_____	_____	_____
2. A-1 Paint Inc. of Palm Beach 1018 5 <sup>th</sup> Ave North Lake Worth, FL 33460 561-586-4749	<input type="checkbox"/>	X	_____	_____	_____	_\$318,675.00_	_____
(Please use additional sheets if necessary)	Total		_\$3,058.00_	_____	_____	_\$318,675.00_	_____
Total Price \$477,518.00_____			Total SBE Participation Dollar Amount \$321,733.00_____				

I hereby certify that the above information accurate to the best of my knowledge:  John Richardson Project Manager

Signature Title

Note:

1.The amounts listed on this form for a SBE-M/WBE prime or subcontractor must be supported by prices or percentages listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment. .

2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.

3. M/WBE information is being collected for tracking purposes only.

Revised

OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: 15218 PROJECT NAME: PBC MDC East & West Towers  
Exterior Painting & Caulking

TO: Hedrick Brothers Construction Co., Inc.  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X

Minority Business Enterprise X

Black X Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: 08/26/20167 - 08/25/2020

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	Teaming Partner			\$3,058.00/1%

at the following price or percentage \_\_\_\_\_

(SBE Prime or Subcontractor's Quote)

and will enter into a formal agreement for work with you contingent upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage n/a

n/a

(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Cooper Construction Management & Consulting, Inc.

Print name of  
SBE-M/WBE Company

By: \_\_\_\_\_

(Signature)

Jackie W. Cooper, Jr., President

Print name/title of person executing on behalf  
of SBE-M/WBE

Revised 7/2/2013

Date: October 17, 2018

OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PBC MDC East & West Towers  
PROJECT NUMBER: 15218 PROJECT NAME: Exterior Painting and Caulking  
TO: Hedrick Brothers Construction Co., Inc.  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise \_\_\_\_\_  
Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: February 23, 2018

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	<u>Exterior Painting &amp; Caulking</u>			<u>\$318,675.00/67%</u>

at the following price or percentage \$318,675.00/67%  
(SBE Prime or Subcontractor's Quote)

and will enter into a formal agreement for work with you contingent upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage N/A \_\_\_\_\_  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

A-1 Paint Inc. of Palm Beach  
Print name of  
SBE-M/WBE Company

By: [Signature]  
(Signature)  
Brigitte Earl / Corporate Secretary  
Print name/title of person executing on behalf  
of SBE-M/WBE

Revised 7/2/2013

Date: 10/17/18



October 30, 2018

Palm Beach County Board of County Commissioners  
2633 Vista Parkway  
West Palm Beach, FL 33411

**Re: Hedrick Brothers Construction Co., Inc.**  
**Project: Palm Beach County Main Detention Center East and West Towers**  
**Exterior Painting and Caulking**  
**Bond No: 106989256**


To Whom It May Concern:

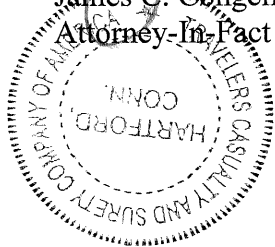
We have executed the referenced bond on behalf of the above captioned contractor in favor of Palm Beach County. Please note that we have not dated the bonds or the Power of Attorney. The copy of the contract we received was not dated and as the bonds follow the contract they should not be dated prior to the contract.

Please accept this letter as authorization to date the enclosed Performance and Payment bonds and the attached Power of Attorney for the captioned project. Please date these items concurrently with the contract date and email a copy to Melissa Beckworth at [mbeckworth@sspins.com](mailto:mbeckworth@sspins.com).

Please do not hesitate to contact our office should you have any questions in this regard.

Best Regards,  
Travelers Casualty and Surety Company of America

  
James C. Congelio  
Attorney-In-Fact



413-496-1153 • [sterlingseacrest.com](http://sterlingseacrest.com)

ATLANTA • SAVANNAH • COLUMBUS • LITTLE ROCK • HILTON HEAD ISLAND • TAMPA



October 30, 2018

Palm Beach County Board of County Commissioners  
2633 Vista Parkway  
West Palm Beach, FL 33411

**Re: Hedrick Brothers Construction Co., Inc.**  
**Project: Palm Beach County Main Detention Center East and West Towers**  
**Exterior Painting and Caulking**  
**Bond No: 106989256**


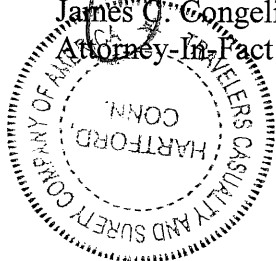
To Whom It May Concern:

We have executed the referenced bond on behalf of the above captioned contractor in favor of Palm Beach County. Please note that we have not dated the bonds or the Power of Attorney. The copy of the contract we received was not dated and as the bonds follow the contract they should not be dated prior to the contract.

Please accept this letter as authorization to date the enclosed Performance and Payment bonds and the attached Power of Attorney for the captioned project. Please date these items concurrently with the contract date and email a copy to Melissa Beckworth at [mbeckworth@sspins.com](mailto:mbeckworth@sspins.com).

Please do not hesitate to contact our office should you have any questions in this regard.

Best Regards,  
Travelers Casualty and Surety Company of America

  
James C. Congelio  
Attorney-In-Fact  


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ATLANTA • SAVANNAH • COLUMBUS • LITTLE ROCK • HILTON HEAD ISLAND - TAMPA

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER 106989256

BOND AMOUNT \$477,518.00 Four Hundred Seventy Seven Thousand Five Hundred Eighteen Dollars

CONTRACT AMOUNT \$477,518.00 Four Hundred Seventy Seven Thousand Five Hundred Eighteen Dollars

CONTRACTOR’S NAME: Hedrick Brothers Construction Co., Inc.

CONTRACTOR’S ADDRESS: 2200 Centrepark West Drive, Suite 100, West Palm Beach, FL 33409

CONTRACTOR’S PHONE: 561-689-8880

SURETY COMPANY: Travelers Casualty and Surety Company of America

SURETY’S ADDRESS: One Tower Square  
Hartford, CT 06183

SURETY’S PHONE: 813-498-1183

OWNER’S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
CAPITAL IMPROVEMENTS DIVISION

OWNER’S ADDRESS: 2633 Vista Parkway  
West Palm Beach, FL 33411-5604

OWNER’S PHONE: (561) 233-0261

PROJECT NAME: Palm Beach County Main Detention Center East and West Towers Exterior Painting and Caulking

PROJECT NUMBER: 15218

CONTRACT NUMBER (to be provided after Contract award): \_\_\_\_\_

DESCRIPTION OF WORK: Exterior Painting and Caulking

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 3228 Gun Club Road, West Palm Beach, FL 33406

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.



KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of

Dollars (\$ **477,518.00** )  
**Four Hundred Seventy Seven Thousand Five Hundred Eighteen Dollars**  
(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name:**Palm Beach County Main Detention Center East and West Towers Exterior Painting and Caulking**  
Project No.: **15218**  
Project Description: **Exterior Painting and Caulking**  
Project Location: **3228 Gun Club Road, West Palm Beach, FL 33406**

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:  
LOCATION OF FIRM:  
PHONE:

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of **Palm Beach County Main Detention Center East and West Towers Exterior Painting and Caulking**, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

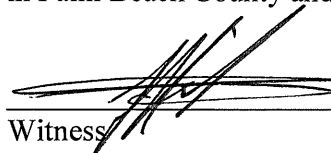
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

 John Richardson  
Witness

Hedrick Brothers Construction Co., Inc.

Principal

(Seal)

  
Title

President

DALE R. HEDRICK

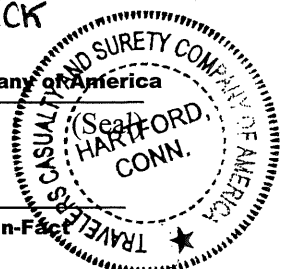
Travelers Casualty and Surety Company of America

Surety

  
Title

James C. Congelio, Attorney-In-Fact

 Melissa Beckworth  
Witness Melissa Beckworth, Account Manager



**FORM OF GUARANTEE**

GUARANTEE FOR (Contractor and Surety Name) Hedrick Brothers Construction Co., Inc.  
and Travelers Casualty and Surety Company of America

We the undersigned hereby guarantee that the (PROJECT NAME AND NUMBER) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED \_\_\_\_\_  
(Date to be filled in at substantial completion)

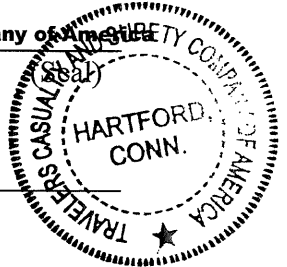
**SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY**

Hedrick Brothers Construction Co., Inc.  
(Contractor) (Seal)

By: DALE R. HEDRICK  
(Signature)

Travelers Casualty and Surety Company of America  
(Surety) (Seal)

By: [Signature]  
(Signature)



James C. Congelio, Attorney-In-Fact  
(Print Name)

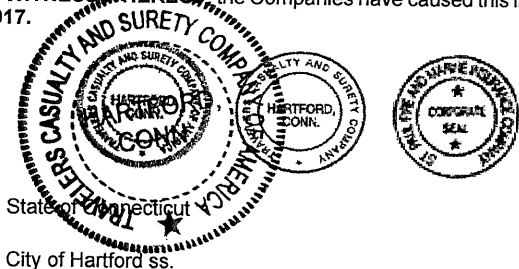
TRAVELERS

Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James C. Congelio** of **TAMPA, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



By: Robert L. Raney  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

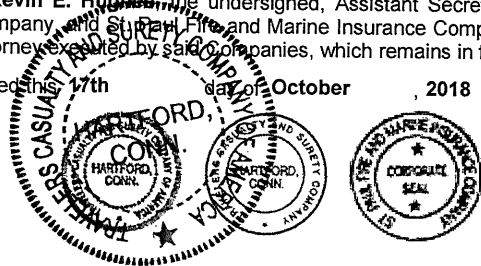
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of October, 2018



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Thursday, November 15, 2018

Simple View

Certificate Images

Documents

Insured: Hedrick Brothers Construction Co., Inc.

Insured ID: 15218-PBC

Status: Compliant

ITS Account Number: PLC1974

Project(s): Palm Beach County - Capital Improvements - (Active)

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 6/30/2019			
General Aggregate:	\$1,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$2,000,000	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 6/30/2019			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	Hired Autos	X
	Non-Owned Autos	Non-Owned Autos	X
Combined Single Limit:	\$1,000,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 11/17/2018			
Each Accident:	\$100,000	\$1,000,000	
Disease - Policy Limit:	\$100,000	\$1,000,000	
Disease - Each Employee:	\$500,000	\$1,000,000	

Notifications [\(Show All\)](#)

The following letters were issued:

Oct 23 2018 - Renewal Letter

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal