

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

Meeting Date:	March 9, 2021	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

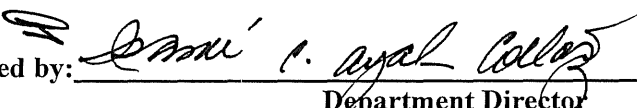

Motion and Title: Staff recommends motion to approve: Amendment No. 6 to the construction management at risk contract with Hedrick Brothers Construction Co. Inc. ("Hedrick") (R2016-0430) to extend the term of the contract from April 4, 2021 until the completion of all project phases, not to exceed five (5) years and to update the County's standard contract terms.

Summary: On April 5, 2016, the Board of County Commissioners (Board) approved the construction management at risk contract (CM Contract) with Hedrick for the Detention Facilities Project (Project). The Project included a five (5) year capital improvement program for the renewal/replacement of major building systems at the County's detention facilities including the Main Detention Center (MDC), the Western Detention Center (WDC) and the Central Detention Center (CDC). The Project includes the renewal/replacement of the following major building systems at these detention facilities: mechanical including heating ventilation and air conditioning (HVAC); fire protection; plumbing and boilers; electrical; low voltage including electronic security systems and fire alarm, security doors and hardware; roofing; weatherproofing and other similar improvements. The County was unable to complete the Project within the CM Contract's initial five-year term. The final phase of the Project for the WDC has yet to begin; therefore, the Facilities Development and Operations Department (FDO) is requesting authorization to extend the CM Contract with Hedrick from April 4, 2021 until the final phase of the Project is complete, not to exceed five (5) years. Under Section 2-54(b) of the Purchasing Code, the FDO Director deems that and recommends to the Board that the extension of this Contract is beneficial to the interest, health, safety and welfare of the County and that said extension will provide cost savings to the County in light of the additional cost and time that would be incurred if FDO had to solicit a new CM who was not familiar with the Project or the operations of the Detention Facilities to finish the final phase of the Project. Amendment No. 6 extends the CM Contract term and adds or updates standard County terms on scrutinized companies, non-discrimination, public entity crimes, public records and confidential information, e-verify, among others. The CM Contract was awarded under the prior Small Business Enterprise (SBE) Ordinance, and the SBE participation goal was 15% under the prior SBE program. The construction manager (CM) is not an SBE. The CM has partnered with Cooper Construction Management & Consulting, Inc., a Small/Minority Business Enterprise (S/MBE) CM for services in an amount not less than 15% of the construction management fee and is sharing in the CM earned overhead/profit. After the implementation of the Equal Business Opportunity (EBO) Ordinance in January 2019, the Hedrick CM Contract was updated with the new EBO language; thus, all guaranteed maximum price work authorizations issued pursuant to this Contract are subject to the requirements of the EBO Ordinance including requesting an Affirmative Procurement Initiative (API) be set prior to bidding the subcontracts. The Office of Equal Business Opportunity (OEBO) has reviewed the existing SBE participation and approved this extension request under the existing contract terms. To date, the Small/Minority/Women Owned Business Enterprise (S/M/WBE) participation for task authorizations, work orders and amendments issued under this CM Contract is 62.05%. The CM is a local business. **This Project is funded by the Infrastructure Sales Tax fund and the Public Building Improvement (Ad Valorem) fund. (Capital Improvements Division) Countywide (LDC)**

Background and Justification: The detention facilities have maintained operations on a 24/7 basis for over 24 years without renewal/replacement projects. The infrastructure and facility systems are at the end of their useful life, unreliable, and have incurred increased maintenance cost. CM at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and alternative constructability designs, systems and materials, and serves as the general contractor bidding the subcontracts for construction. Hedrick was selected on April 5, 2016 via a Request for Proposal (RFP) issued for both the Main Detention Center Electronics Renewal/Replacement and the Detention Facilities Renewal/Replacement projects. To date, work authorizations in the amount of \$35,530,510 have been awarded under this CM Contract, of which \$22,047,915 was SBE participation. The County was unable to complete the Project within the Contract's five-year term. Amendment No. 6 will extend the term of the Contract from April 4, 2021 until the Project is complete and update the County's standard contract terms.

Attachments:

1. Hedrick Brothers Construction Co. Inc. - Amendment No. 6
2. CM at Risk History

Recommended by:		
	Department Director	1/29/21
		Date
Approved by:		2/8/21
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>*</u></u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes x No _____
 Does this items include use of federal funds? Yes _____ No x

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____ Program _____

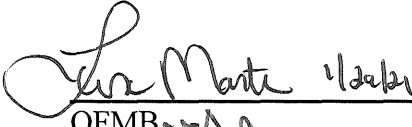
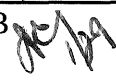
B. Recommended Sources of Funds/Summary of Fiscal Impact:

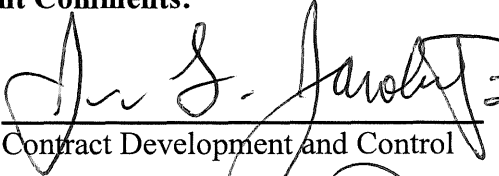
* There is no fiscal impact associated with this item. Work authorizations requiring Board of County Commissioners approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved Board projects.

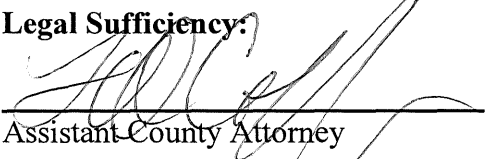
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB  UM 1/29

 2/2/21
 Contract Development and Control
 2-1-21 TW

B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**AMENDMENT # 6
HEDRICK BROTHERS CONSTRUCTION CO. INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES**

This Amendment No. 6 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, on April 5, 2016, the parties hereto entered into the Contract (R2016-0430) (hereinafter the “Contract”) under which the Construction Manager provides awarded work to the County for the Detention Facilities Project (Project); and

WHEREAS, the County and the Construction Manager desire to amend certain contract conditions of the Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

- 1. Contract Extension.** The term of the original Contract as set forth in Article 12 of the Contract is hereby revised and is extended from April 4, 2021 and shall continue until completion of all project phases, including the completion of all work authorizations issued pursuant to the Contract, not to exceed five (5) years from the date of this Amendment.

- 2. Construction Manager Representation.** The Construction Manager certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

- 3. Additional Contract Modifications.** Additional Contract modifications as set out on **Attachment A** are incorporated herein.

Project Name: Detention Facilities
Project No. 15218

4. **Contract Terms Affirmed.** Except as set forth herein, the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

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Project Name: Detention Facilities
Project No. 15218

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Contract to be executed as of the day and year first above written.

ATTEST:

JOSEPH ABRUZZO
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida, BOARD
OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: *[Signature]*
Director FDO

Construction Manager Witness:

**Construction Manager: HEDRICK
BROTHERS CONSTRUCTION CO.
INC.**

[Signature]
Witness Signature

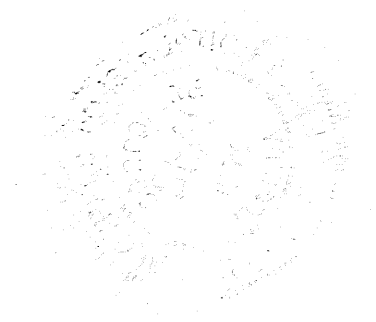
By: *[Signature]*
Signature

Patricia Nadine Costigan
Print Witness Signature

Name: Dale Hedrick

Title: CEO

(SEAL)



**ATTACHMENT A
CONTRACT MODIFICATIONS**

The following new Articles are added to the Contract:

ARTICLE 15

SCRUTINIZED COMPANIES

15.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, trade contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Construction Manager is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.

15.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, trade contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

15.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Construction Manager, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 16

NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Construction Manager warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Construction Manager represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Construction Manager shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subconsultants, subcontractors, vendors, suppliers, or commercial customers, nor shall the Construction Manager retaliate against any person for reporting instances of such discrimination. The Construction Manager shall provide equal opportunity for subconsultants,

subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Construction Manager understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Construction Manager from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

ARTICLE 17

PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

The following General Condition to the Contract is amended:

The Insurance Coverage & Limit Table of General Condition 31 is amended and modified as follows:

<i>Worker's Compensation and Employer's Liability</i>	
<i>Coverage not less than</i>	<i>statutory</i>
<i>Employer's Liability Limits</i>	<i>\$500,000/\$500,000/\$500,000</i>

The following new General Conditions to the Contract are added:

GC 78 SEVERABILITY

78.1 If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever: the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

GC 79 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

79.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.

79.2 Required Procedures for Protecting Confidential and/or Exempt Information.

- A. Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to the Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the County has the statutory obligation to protect such records from public disclosure and only disclose confidential and/or exempt information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the Construction Manager's Work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.
- B. Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the Construction Manager include, but are not limited to:
- Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure, owned or operated by the County;
 - Security or firesafety system plans, including records, information, photographs, audio and visual representations, schematic diagrams, floor plans, surveys, as-built drawings, recommendations or consultations relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems in whole or in part;
 - Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the County;
 - Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;
 - Threat assessments;
 - Emergency evacuation plans;
 - Sheltering arrangements; or
 - Manuals for security or firesafety personnel, emergency equipment, security or firesafety training; or otherwise containing narrative and/or graphic content of a security nature.
- C. Obligations.
1. Maintain the Confidentiality of the Confidential Information. The Construction Manager has an obligation to maintain the confidential status of Confidential Information. The Construction Manager shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the County. The Construction Manager shall restrict access to Confidential Information to: 1) the Construction Manager's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing contractual services. Prior to releasing any Confidential Information to a Third Party, the Construction Manager shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Section, and maintain a list of any Third Party to which the Construction Manager has distributed Confidential Information. **Other than as authorized above, the Construction Manager shall not,**

without prior written approval of County, publish, copy, or otherwise disclose to others any Confidential Information.

2. Disclosure Warning. If Confidential Information is in written form, the Construction Manager shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contain exempt information. If the Construction Manager is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

DISCLOSURE WARNING. THIS DOCUMENT IS EXEMPT AND CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE COUNTY. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE COUNTY IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE COUNTY MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONTRACTOR/CONSULTANT SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

3. Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records, i.e. email, which may be exempt from Public Records Requests and protect information that is exempt from disclosure, the Construction Manager (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters "PREX" (in caps) as the *first* four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.
 4. Notification of Improper Disclosure. County must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The Construction Manager shall make a report to the County not more than seven (7) business days after the Construction Manager learns of such an improper disclosure or unauthorized use of the Confidential Information. The Construction Manager's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure or used the information, what the Construction Manager has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the Construction Manager has taken or shall take to prevent future similar unauthorized use or improper disclosure. The Construction Manager shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the County. The Construction Manager shall take all steps the County deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.
- D. Survival. The nondisclosure provisions of this Section shall survive the termination of this Contract. The Construction Manager's duty to hold Confidential Information in confidence

shall remain in effect until County sends the Construction Manager written notice releasing the Construction Manager from the provisions of this Section.

- E. Enforcement. The Construction Manager understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the County in law or equity.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT: BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 OR BY EMAIL AT FDORECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-233-5252.

GC 80 LIQUIDATED DAMAGES

For purposes of the Contract Documents, Liquidated Damages means damages assessed for the Construction Manager's failure to substantially complete the Work within the Contract Time, including any change(s) to Contract Time authorized by Change Order(s) and Written Amendment(s). Should the Construction Manager or, in the event of its default, the Surety fail to achieve certification of Substantial Completion of the Work within the Contract Time, the Construction Manager or, in the event of its default, the Surety shall pay to the County, not as a penalty, but as Liquidated Damages in the daily amount(s) established in the GMP Amendment.

The Construction Manager hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by the County as a result of Construction Manager's delay, and that said amounts are not a penalty nor shall ever be contested as reflecting the imposition of a penalty against the Construction Manager.

The County shall have the right to apply as payment on such Liquidated Damages any money on any Project that is due the Construction Manager by the County, and, to deduct Liquidated Damages either incrementally from progress payment(s) or the Final Payment.

Permitting the Construction Manager to continue and to finish the Work, or any part of it, after the expiration of Contract Time, shall in no way act as a waiver on the part of the County of the Liquidated Damages due under the Contract.

The number of days of default shall be determined by counting all calendar days. In case of default of the Contract and completion of the Work by the County, the Construction Manager and its Surety shall be liable for the Liquidated Damages under the Contract, but no Liquidated Damages shall be chargeable for any delay in the Substantial Completion of the Work by the County, due to an unreasonable action or delay on the part of the County.

GC 81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

The County shall not be liable to the Construction Manager, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by the Construction Manager in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

GC 82 REQUEST FOR SECTION 179D ALLOCATION.

Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the County to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable and if the Construction Manager considers it may be eligible for an allocation of the 179D deduction, then the Construction Manager must apply to the County through the Architect/Engineer of Record for the project. The Architect/Engineer of Record is responsible for applying to the County for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the County the allocation of the deduction. The County's Representative will provide to Construction Manager the Department's policy and forms related to the Section 179D deduction when requested.

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

83.1 Construction Manager warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, which provides in part that no later than January 1, 2021, Construction Manager shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's trade contractors and subcontractors performing any duties and obligations under this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

83.2 Construction Manager shall obtain from each of its trade contractors and subcontractors an affidavit stating that the trade subcontractor or subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Construction Manager shall maintain a copy of any such affidavit from a trade contractor or subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

83.3 Owner shall terminate this Contract if it has a good faith belief that Construction Manager has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

83.3.1 If Owner has a good faith belief that Construction Manager's trade contractor or subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Construction Manager to terminate its contract with the trade contractor or subcontractor and Construction Manager shall immediately terminate its contract with the trade contractor or subcontractor.

83.4 If Owner terminates this Contract pursuant to the above, Construction Manager shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this

Contract was terminated. In the event of such contract termination, Construction Manager shall also be liable for any additional costs incurred by Owner as a result of the termination.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Seacrest Partners, Inc 3111 W Martin Luther King Blvd Suite 350 Tampa FL 33607	CONTACT NAME: Jamie Hogeland	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: jhogeland@sspins.com	
INSURED Hedrick Brothers Construction Co., Inc. 2200 Centrepark West Drive Suite 100 West Palm Beach FL 33409	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: James River Insurance Company	12203
	INSURER B: FCCI Insurance Company	10178
	INSURER C: American Guarantee & Liability	26247
	INSURER D: Arch Specialty Insurance Company	21199
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2062957458 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Independent Contractors Liability	Y	Y	00093047-1	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA10004898301	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0	Y	Y	00104617-0	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SXS018184605	06/30/2020	06/30/2021	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability			SXS018184605	06/30/2020	06/30/2021	Per Occurrence 8,000,000
							Aggregate 8,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Detention Facilities Project # 15218

Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, Its Officers, Employees, and Agents are endorsed as Additional Insureds on the General Liability policy as required by written contract.

CERTIFICATE HOLDER

PBC Board of County Commissioners c/o Capital Improvements
2633 N. Jog Road
West Palm Beach FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Atlantic Pacific Insurance 11382 Prosperity Farms Road Suite 123 Palm Beach Gardens FL 33410	CONTACT NAME: Mary Chandler	
	PHONE (A/C, No, Ext): (561) 624-1800 FAX (A/C, No): (561) 626-3153	
INSURED Hedrick Bros. Construction Company, Inc. 2200 Centrepark West Dr #100 West Palm Beach FL 33409-6473	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Bridgefield Employers Ins. Co.	10701
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 20-21 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0830-54896	11/17/2020	11/17/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Detention Facilities Project # 15218

CERTIFICATE HOLDER PBC Board of County Commissioners c/o Capital Improvements 2633 N Jog Road West Palm Beach FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mary Chandler</i>

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CM AT RISK HISTORY

Construction Manager:		Hedrick Brothers					SBE Goal:		15%		
Contract Award Date:		5-Apr-16					Monitored By:		CID		
Resolution Number:		R-2016-0430									
Annual Type:		Construction Manager @ Risk Detention Facilities Projects									
						Total	\$35,530,510.00	\$22,047,915.00	62.05%		
Task	Work Order	Amend Number	Amount	SBE Amount	Project Number	Requested By	Request Date	Services	Approved	Appr'd By	SBE %
		Amendment #8	\$4,081,975.00	\$3,436,808.00							
1			\$66,056.00	\$11,248.00	15218	Mike McPherson	18-Jun-16	Preconstruction Services for electronics design and GMP for MDC, South Tower, monitoring design of WDC Pods A & B	23-Jun-16	AW	17.03%
2			\$10,455.00	\$1,849.00	17209	Mike McPherson	17-Feb-17	Preconstruction Services for Chiller Plant Replacement	10-Mar-17	AW	17.69%
3			\$79,885.00	\$12,130.00		Mike McPherson (cc)	2-May-17	Preconstruction Services for WDC A&B Pods	27-Sep-17	CRC	15.18%
		1	\$1,054,017.00	\$798,435.00	17209	Mike McPherson (cc)	5-Jul-17	MDC Chiller Replacement - GMP for construction services	14-Jul-17	AW	75.75%
	1		\$24,775.00	\$250.00	15218	Mike McPherson	2-Oct-17	MDC Hurricane EFIS Repair	30-Oct-17	AW	1.01%
		2	\$7,928,506.00	\$4,659,661.00	15218	Mike McPherson	30-Mar-18	MDC South Tower Electronics Repair and Replacement	1-May-18	BCC	58.77%
		3	\$7,553,277.00	\$5,142,906.00	15218	Mike McPherson	30-Mar-18	WDC Pods A & B	1-May-18	BCC	68.09%
	2		\$36,201.00	\$259.00	15218	Mike McPherson	13-Jun-18	WDC R/R Phase IIA	19-Jul-18	AW	0.72%
		4	\$477,518.00	\$321,733.00	15218	Mike McPherson	9-Oct-18	MDC East & West Tower Exterior Painting	4-Dec-18	BCC	67.38%
4			\$80,076.00	\$12,506.00	15218	Mike McPherson	4-Nov-19	MDC East Tower	11-Dec-19	CRC	15.62%
5			\$17,102.00	\$2,464.00	18204	Mike McPherson	20-Apr-20	MDC Generator Enhancements	12-Aug-20	AW	14.41%
		5	\$14,041,688.00	\$7,635,160.00	15218	Mike McPherson	14-May-20	R/R - MDC East & South Tower	25-Aug-20	BCC	54.37%
6			\$78,979.00	\$12,506.00	15218	Mike McPherson	9-Jun-20	West Tower R/R	9-Sep-20	CRC	15.83%
		6	\$0.00	\$0.00	15218	Melicia Wilson	19-Jan-21	Contract Term Extension			#DIV/0!
		Total:	\$35,530,510.00	\$22,047,915.00							62.05%