

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 14, 2023

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

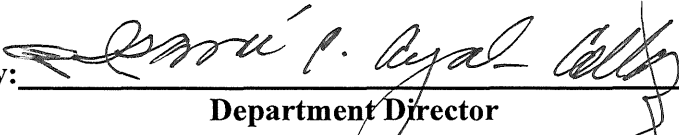
Motion and Title: Staff recommends motion to approve: Amendment No. 9 to the Construction Manager (CM) at Risk Services contract (R2016-0430) with Hedrick Brothers Construction Co., Inc. (Contractor) establishing a Guaranteed Maximum Price (GMP) in the amount of \$1,837,720 for the Main Detention Center (MDC) Renewal/Replacement (R/R) East Tower Rain Water Leader/Sanitary Pipelining project for a period of 116 calendar days from notice to proceed.

Summary: On April 5, 2016, the Board of County Commissioners (Board) approved the CM at Risk Services contract with Hedrick Brothers (R2016-0430) for the Detention Facilities project. The Detention Facilities project includes renewal/replacement of major building systems at the County's detention facilities including the MDC, the Western Detention Center (WDC) and the Central Detention Center (CDC). The project includes the R/R 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. Amendment No. 9 establishes a GMP in the amount of \$1,837,720 for the construction management services necessary for the MDC R/R East Tower Rain Water Leader/Sanitary Pipelining project. Investigations revealed that the East Tower vertical rainwater leader and sanitary sewer system piping have significant deterioration and are in need of pipelining. Pipelining involves replacing any severely damaged portions of the pipe, cleaning the inside of the pipe and lining the pipe with a resin coating. These pipes are original to the approximately 40-year-old building and are cracked, leaking or heavily corroded. Previous amendments to the contract did not include the replacement or pipelining of the existing storm and sanitary pipes. The Contractor will have 116 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$274 per day. On June 15, 2022, the Goal Setting Committee (GSC) established an Affirmative Procurement Initiative (API) of 3% Small Business Enterprise (SBE) participation for the project. The Contractor committed to 7.94% SBE participation on this Amendment. The Cumulative SBE participation on the contract is 57.04%. The Contractor has an office located in Palm Beach County. Funding for this project is from the **Infrastructure Sales Tax Fund. (Capital Improvements Division) District 3 (MWJ)**

Background and Justification: 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 the general contractor bidding the subcontracts for construction. Amendment No. 9 authorizes the construction management services necessary for the pipelining for the east tower rainwater leader and sanitary sewer system pipes.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Amendment No. 9
- 4. CM at Risk Services History Sheet

Recommended by:  2/22/23
Department Director Date

Approved by:  3/9/2023
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$1,839,698	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$1,839,698</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 3950 Dept 411 Unit Q019 Object 4907

CONSTRUCTION	\$1,837,720.00
STAFF COSTS	\$ 1,977.90
CONTINGENCY	<u>\$ 0.00</u>
TOTAL	\$1,839,697.90

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

Funding for this project is from the Infrastructure Sales Tax Fund.

C. Departmental Fiscal Review: Robert Eric Mulligan

xrbm

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Joseph Monte 2/24/23
 OFMB *pe* 2/24
ow 2-24-23

J. J. J. J. J. 3/3/23
 Contract Development and Control
mm 3/3/23

B. Legal Sufficiency:

[Signature] 3/8/23
 Assistant County Attorney

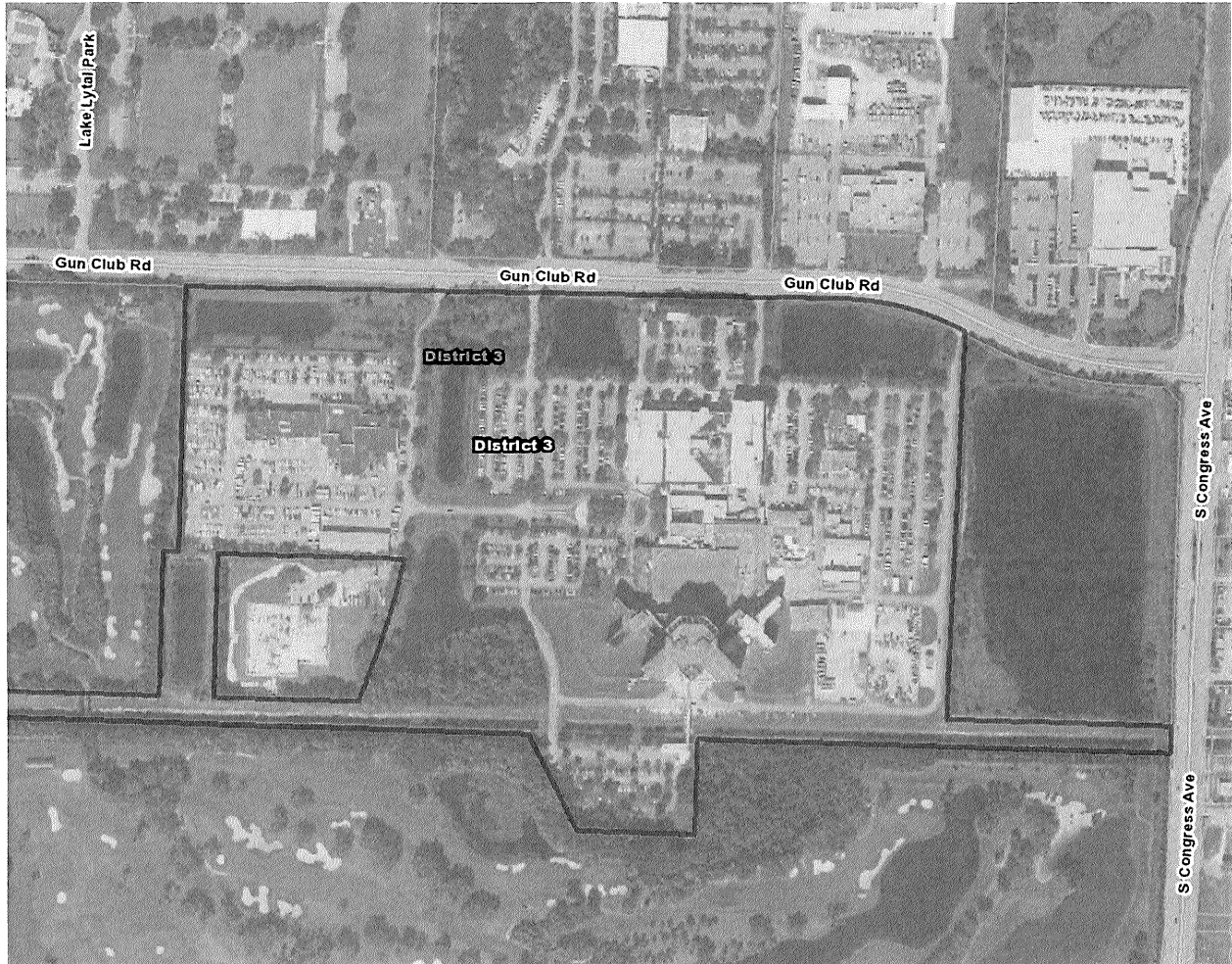
C. Other Department Review:

 Department Director

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

LOCATION MAP

Project No: 15218
Project Name: Main Detention Center Renewal/Replacement East Tower Rain Water Leader/Sanitary Pipelining
Location: 3228 Gun Club Road, West Palm Beach, Florida 33406



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 02/02/2023 REQUESTED BY: Jeff Halverson PHONE: 233-0236

PROJECT TITLE: Detention Facilities Renewal/Replacement (East Tower Rain Water Leader/Sanitary Pipelining (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: EFDO #2019-032888

IST PLANNING NO.:

REQUESTED AMOUNT: \$1,839,697.90

BCC RESOLUTION#: R2016-0430 DATE: 04/05/16

CSA or CHANGE ORDER NUMBER: Amendment #9

LOCATION: West Palm Beach

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION: Main Detention Center

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

Table with 2 columns: Item, Amount. Rows include CONSTRUCTION (\$1,837,720.00), PROFESSIONAL SERVICES \$, STAFF COSTS* (\$ 1,977.90), EQUIP. / SUPPLIES/FEES \$, CONTINGENCY \$, and TOTAL (\$1,839,697.90).

* 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: 3950 DEPT: 411 UNIT: Q019 OBJ: 4907

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

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

Department: FD TO

BAS APPROVED BY: [Signature]

DATE 2/10/2023

ENCUMBRANCE NUMBER:

AMENDMENT #9
HEDRICK BROTEHRS CONSTRUCTION CO., INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
MAIN DETENTION CENTER (MDC) RENEWAL/REPLACEMENT (R/R)
EAST TOWER RAIN WATER LEADER/SANITARY PIPELINING
PROJECT NO. 15218

This Amendment is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as Owner, and Hedrick Brothers Construction Co., Inc., authorized to do business in the State of Florida, whose Federal Tax ID# is 59-1876360 hereinafter referred to as “Construction Manager”.

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated April 5, 2016 (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 Main Detention Center East Tower Rainwater Leader/Sanitary Pipelining, 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 **\$1,837,720.00** for the construction phase of this Project. The GMP is based on the GMP Summary attached hereto and incorporated herein. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Construction Manager’s GMP proposal, the terms and conditions of the Contract shall control.

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 116 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$274.00/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

5. Contract Modifications and Additions. The Contract is hereby modified to include the following terms and conditions:

Attachment A, which is incorporated herein by reference.

The Insurance Coverage & Limit Table of General Condition 31.15 to the Contract 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 General Condition is added to the General Conditions:

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, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor’s trade contractors and subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021 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.

6. EBO Program. The County's Goal Setting Committee has applied a mandatory subcontracting goal for this GMP Amendment as follows:

The SBE subcontracting goal for this GMP Amendment is a mandatory minimum of 3% SBE participation.

As evidenced by the attached Schedule 1 and Schedule 2s, Construction Manager has agreed to provide the following participation on this Amendment:

7.94% SBE participation.

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

**Attachment A – Contract Modifications and Additions
GMP Summary
Public Construction Bond (Bond Rider)
Insurance Certificate(s)
EBO Schedules 1 and 2(s)**

8. 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

Project Name: MDC R/R – East Tower Rain Water Leader/Sanitary Pipelining
Project No. 15218

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the County; and an authorized official of the Construction Manager has made and executed this Amendment on behalf of the Construction Manager.

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Director - FD&O

Project Name: MDC R/R – East Tower Rain Water Leader/Sanitary Pipelining
Project No. 15218

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

Monica Crowley
Signature

Monica B Crowley
Name (type or print)

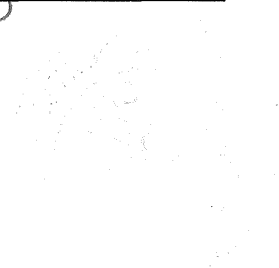
CONSTRUCTION MANAGER:
HEDRICK BROTHERS CONSTRUCTION
CO., INC.

[Signature]
Signature

John Richardson
Name (type or print)

Project Manager
Title

(Corporate Seal)



**ATTACHMENT A
CONTRACT MODIFICATIONS AND ADDITIONS**

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

1. Section 2.1.13.1 of the Contract is replaced in its entirety with the following:

2.1.13.1 Equal Business Opportunity (EBO) Program.

a. Policy, Program and Enforcement. *It is the policy of the Board of County Commissioners of Palm Beach County, Florida, (the Board) that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the County's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:*

- *Suspension of Contract;*
- *Withholding of funds;*
- *Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;*
- *Suspension or debarment of the Construction Manager from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and*
- *Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.*

b. Affirmative Procurement Initiatives (APIs) Applicable to Construction Phase of this Contract. *The County's Goal Setting Committee will establish the APIs applicable to the construction phase of this Contract, including any mandatory SBE or M/WBE subcontracting goals, prior to the GMP Amendment; and such APIs shall be included in the GMP Amendment to this Contract. It is anticipated that at least a mandatory minimum SBE subcontracting goal of 20% will be applied to the construction phase of this project. However, depending on the availability of S/M/WBEs at the time of subcontractor bidding, the County's Goal Setting Committee may apply a higher mandatory SBE subcontracting goal or may apply a mandatory M/WBE subcontracting goal. If the Goal Setting Committee applies SBE or M/WBE subcontracting goal(s) to the project, the Construction Manager may apply an S/M/WBE price preference, for subcontracts less than \$1,000,000, where the subcontract will be awarded to the lowest responsive, responsible bidder unless a certified S/M/WBE's bid is within ten (10) percent of the lowest non-S/M/WBE bid, in which case the award shall be made to the certified S/M/WBE submitting the lowest responsive, responsible bid. For subcontracts \$1,000,000 or more, the Construction Manager may apply an S/M/WBE price preference where the subcontract will be awarded to the low bidder responsive to the S/M/WBE requirements provided that such bid does not exceed the lowest responsive bid by more than \$100,000 plus 3% of the total bid in excess of \$1,000,000.*

c. API Waiver Requests/Good Faith Efforts. *If Construction Manager is unable to comply with the API requirements established by the County's Goal Setting Committee for the bidding of the construction subcontracts, then the Construction Manager must request a waiver or partial waiver from the Office of EBO. Such waiver request shall be made on the required Office of EBO forms and include documentation that demonstrates good faith efforts were undertaken by Construction Manager to comply with the APIs on the construction subcontracts. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>.*

d. Required Documentation with GMP Amendment. *The Construction Manager shall submit completed Schedule 1 (list of all subcontractors, including S/M/WBE participation) and Schedule 2s (Letter of Intent to perform as a subcontractor, including S/M/WBE subcontractors) on all construction subcontracts prior to the GMP*

Amendment. When completed and submitted, the Schedule 1 and Schedule 2(s) shall become material terms of this Contract. The Construction Manager understands that each S/M/WBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the S/M/WBE participation goal. Construction Manager agrees to provide any additional information requested by the County to substantiate participation.

***e. VSS Registration Required.** Construction Manager certifies that it has registered in the County's Vendor Self Service ("VSS") system at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Construction Manager must also ensure that all subcontractors are registered as vendors in VSS prior to the subcontractor beginning work. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS.*

***f. Required Documentation with Pay Application.** Construction Manager is required to submit accurate progress payment information with each pay application regarding each of its subcontractors, including S/M/WBE subcontractors.*

*The Construction Manager shall submit a **Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4)** with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the pay application until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Construction Manager and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.*

Upon letter notification by the County that the payment tracking system is automated, the Construction Manager is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

***g. S/M/WBE Substitutions.** Construction Manager will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the GMP Amendment. Requests for substitutions must be submitted to the County Representative and the Office of EBO for approval. **Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO.** Upon receiving approval of substitution for the S/M/WBE subcontractor, the Construction Manager must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor.*

***h. Records and Access.** The Office of EBO has the right to review Construction Manager's records and interview Trade Contractors and Subcontractors in order to determine compliance with the County's EBO Program and contract requirements for up to four (4) years from contract completion or termination date.*

2. Section 7.1.2.1 of the Contract is replaced with the following:

***7.1.2.1** Construction Manager shall provide Trade Contractors hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice. As required by Section 218.735, F.S., within ten (10) days from receipt of payment from the Owner, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner.*

3. Article 15 of the Contract is revised to include the following new paragraph:

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.

4. The first paragraph of General Condition 68.3 is replaced with the following:

68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Construction Manager shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Construction Manager, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Construction Manager with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Construction Manager's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Construction Manager and Owner's project staff, Construction Manager may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Construction Manager's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Construction Manager must remit undisputed payment due for labor, services, or materials furnished by trade contractors, subcontractors and suppliers hired by the Construction Manager, within 10 days after the Construction Manager's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Construction Manager shall provide trade contractors, subcontractors and suppliers hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

5. New Special Condition 12 is added to the Contract as follows:

SC 12 CM/SBE PARTNERING PROGRAM REPORTING

If the Construction Manager in its proposal to the County agreed to participate in the County's CM/SBE Partnering program and received evaluation preference points from the County's selection committee for partnering with an SBE firm, then the following contract terms apply:

12.1 The Construction Manager shall have an executed memorandum of understanding (MOU) with the partnering SBE that sets out the types of developmental assistance that the Construction Manager will provide to the partnering SBE, the scope of services to be rendered by the partnering SBE on the project; the anticipated dollar value or percentage of the construction management contract that will be performed by

the partnering SBE; and the frequency of meetings between the Construction Manager and the partnering SBE.

12.2 The Construction Manager must file a final report with the County at the conclusion of the project that summarizes the assistance provided to partnering SBE and indicates if the goals in the MOU were achieved. The final report will also include a "lessons learned" section which evaluates the success of the partnering arrangement.

GMP SUMMARY

January 13, 2023

Jeffery Halverson
Palm Beach County
Facilities Development & Operation Dept.
Capital Improvement Division
2633 Vista Parkway
West Palm Beach, FL. 33411

RE: Palm Beach County
Main Detention Center
ETWR-RWL/ Sanitary Pipelining

Dear Jeff:

Due to East Tower deteriorated conditions of existing rainwater leader and sanitary sewer piping, Palm Beach County has directed Hedrick Brothers to investigate condition of stated vertical piping.

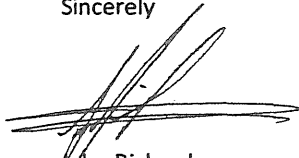
As directed Hedrick Brothers investigated East Tower main vertical RWL and Sanitary stack systems using camera and video inspection equipment. Investigations revealed existing main vertical RWL, and Sanitary Sewer piping has significant deterioration. An allowance has also been included to address pipelining the horizontal RWLs in the event this scope is determined to be warranted.

Palm Beach County determined solution to repair deteriorated East Tower vertical RWL and Sanitary Sewer system piping is to line interior of existing main vertical system stacks with resinous pipe lining.

As directed Hedrick Brothers prepared Guaranteed Maximum Price Estimate for East Tower vertical Rainwater Leader and Sanitary Sewer system stack lining work including allowance for horizontal RWL piping between the East Tower and respective storm structures. The Guaranteed Maximum Price is **\$1,837,720**.

Hedrick Brothers has reviewed provided As Built drawing information and viewed existing surface conditions. X-ray investigations at proposed access areas will be performed as part of GMP scope of work. Estimated project duration is 80 working days.

Sincerely



John Richardson
Project Manager

Attachments

GMP Estimate, pages 01-02
Assumptions & Clarifications, pages 03-08
As-Built Drawings Markups, pages 9-13
Photographs, pages 14-25
PTI Proposals; Deficiency Reports, Lining Plans
& Mapping, pages 26-56

Item	Description	Qty	U	U/P	Total	Division Total	Remarks	Allowances	Trade Contractor Allowance
010000 - General Requirements						\$20,000			
No. 1	Permits	0.0	ls	\$0.00	\$0		NOT INCLUDED (BY OWNER)		
No. 2	Engineering & Design Fees	0.0	ls	\$0.00	\$0		NOT INCLUDED (BY OWNER)		
No. 3	Testing & Inspections (incl Densities)	0.0	ls	\$0.00	\$0		NOT INCLUDED (BY OWNER)		
No. 4	Temporary Protection	1.0	ls	\$15,000.00	\$15,000				
No. 5	Progress/ Final Clean	1.0	ls	\$5,000.00	\$5,000				
No. 6	Trash Removal	0.0	ls	\$0.00	\$0		UTILIZING PHASE III DUMPSTERS ON-SITE		
Earthwork						\$0			
No. 7	Excavation/ Backfill/ Compaction	0.0	ls	\$0.00	\$0		EXCLUDED (NOT ANTICIPATED REQUIRED)		
Selective Structure Demolition						\$59,300			
No. 8	Wall Investigation: X-Ray for (6) Access Points	1.0	ls	\$12,000.00	\$12,000		ALLOWANCE		
No. 9	Wall Investigation: X-Ray for (2) RWL APs (ETWR Connector)	1.0	ls	\$4,000.00	\$4,000		ALLOWANCE		
No. 10	Wall Demolition: Sawcut/ Removal for (6) Access Points	1.0	ls	\$33,950.00	\$33,950		ALLOWANCE		
No. 11	Wall Demolition: Sawcut/ Removal for (2) RWL APs (ETWR Connector)	1.0	ls	\$8,300.00	\$8,300		ALLOWANCE		
No. 12	Steel Bunk Removal/ Reinstall, B-Wing (Qty 1)	1.0	ls	\$1,050.00	\$1,050		ALLOWANCE		
Landscape/ Irrigation						\$0			
No. 13	Landscape/ Irrigation Repairs	0.0	ls	\$0.00	\$0		EXCLUDED (AS CRANE NOT ANTICIPATED REQUIRED)		
Masonry						\$40,000			
No. 14	CMU Repairs - Masonry Infill at (6) Access Points	1.0	ls	\$30,000.00	\$30,000		ALLOWANCE		
No. 15	CMU Repairs - Masonry Infill at (2) RWL APs (ETWR Connector)	1.0	ls	\$10,000.00	\$10,000		ALLOWANCE		
Thermal & Moisture Protection						\$0			
No. 16	Fire Safing	0.0	ls	\$0.00	\$0		EXCLUDED (NOT ANTICIPATED REQUIRED)		
No. 17	Applied Fireproofing	0.0	ls	\$0.00	\$0		EXCLUDED (NOT ANTICIPATED REQUIRED)		
EIFS						\$0			
No. 18	EIFS Repairs	0.0	ls	\$0.00	\$0		EXCLUDED (EXT APs NOT ANTICIPATED TO AFFECT EXT WALLS)		
Painting						\$13,300			
No. 19	Painting - at New Access Point CMU Infill, (6) Locations	1.0	ls	\$10,000.00	\$10,000		ALLOWANCE		
No. 20	Painting - at New AP CMU Infill, (2) Locations (ETWR Connector)	1.0	ls	\$3,300.00	\$3,300		ALLOWANCE		
Lockers						\$0			
No. 21	Lockers Removal - Relocation/ Replacement	0.0	ls	\$0.00	\$0		TO BE PERFORMED BY CONTRACTOR		
220000 - Plumbing						\$1,119,450			
No. 22	Pipelining - Rain Water Leader Vertical Stacks, Qty (7)	1.0	ls	\$158,200.00	\$158,200				
No. 23	Pipelining - Rain Water Leader Vertical Stacks at Connector, Qty (2)	1.0	ls	\$35,075.00	\$35,075				
No. 24	Pipelining - Sanitary Sewer Vertical Stacks, Qty (22)	1.0	ls	\$436,775.00	\$436,775				
No. 25	Pipelining - Additional SS Stacks Located, Qty. 4 (1-C,2-D, 1E-1)	1.0	ls	\$78,300.00	\$78,300				
No. 25.1	Pipelining - Exterior Horizontal Rainwater Leaders	1.0	ls	\$360,000.00	\$360,000		ALLOWANCE		
No. 26	Remove & Reinstall Existing Roof Drain RWL Dome Caps	1.0	ls	\$850.00	\$850		ALLOWANCE		
No. 27	Remove & Reinstall Existing Roof Drain RWL Dome Caps at Connector	1.0	ls	\$250.00	\$250		ALLOWANCE		
No. 28	Conventional Plumbing - Unforeseen Conditions	1.0	ls	\$50,000.00	\$50,000		ALLOWANCE		
No. 29	Electric Water Coolers - Remove and Reinstall	2.0	ea	\$0.00	\$0		NOT INCLUDED (BY OWNER - FACILITIES)		
No. 30	Remove/ Re-Install Toilets	0.0	ea	\$0.00	\$0		EXCLUDED (NOT ANTICIPATED REQUIRED)		
Electrical						\$0			
No. 31	Electric Water Coolers - Electrical Disconnect/ Reconnect	2.0	ea	\$0.00	\$0		NOT INCLUDED (BY OWNER - FACILITIES)		
Fire Alarm						\$0			
No. 32	Fire Alarm	0.0	ls	\$0.00	\$0		EXCLUDED (NOT ANTICIPATED REQUIRED)		
No. 33	Fire Watch	0.0	ls	\$0.00	\$0		EXCLUDED (NOT ANTICIPATED REQUIRED)		
Construction Phase Fee						\$347,181			
No. 34	Construction - Project Executive - Hedrick	17.0	wks	\$2,131.00	\$36,227				
No. 35	Construction - Project Executive - Cooper	17.0	wks	\$700.00	\$11,900				
No. 36	Construction - Project Manager - Hedrick	17.0	wks	\$3,976.00	\$67,592				
No. 37	Construction - Assistant Project Manager - Hedrick	17.0	wks	\$2,666.00	\$43,622				
No. 38	Construction - Superintendent - Hedrick	17.0	wks	\$3,976.00	\$67,592				
No. 39	Preconstruction Services	1.0	ls	\$10,000.00	\$10,000				
No. 40	Construction - Project Coordinator - Cooper	17.0	wks	\$1,982.00	\$33,694				
No. 41	Construction - Accounting - Hedrick	17.0	wks	\$487.00	\$8,279				

Hedrick Brothers Construction
Cooper Construction Management

Palm Beach County
Main Detention Center
ETWR RWL/ Sanitary Vertical Pipelining
GMP Estimate Rev1

January 13, 2023

Item	Description	Qty	U	U/P	Total	Division Total	Remarks	Allowances	Trade Contractor Allowance
No. 42	Construction - Safety - Hedrick	17.0	wks	\$633.00	\$10,761				
No. 43	Close Out - Project Executive - Hedrick	4.3	wks	\$2,131.00	\$9,249				
No. 44	Close Out - Project Executive - Cooper	4.3	wks	\$700.00	\$3,038				
No. 45	Close Out - Project Manager - Hedrick	4.3	wks	\$3,976.00	\$17,256				
No. 46	Close Out - Superintendent - Hedrick	4.3	wks	\$3,976.00	\$17,256				
No. 47	Close Out - Project Coordinator - Cooper	4.3	wks	\$1,982.00	\$8,602				
No. 48	Close Out - Accounting - Hedrick	4.3	wks	\$487.00	\$2,114				
	General Conditions					\$2,520			
No. 49	Plan Copy Expense	1.0	ls	\$600.00	\$600				
No. 50	Cell Phones	3.9	mos	\$300.00	\$1,170				
No. 51	Computer/ Printer	1.0	ls	\$750.00	\$750				
	Other					\$235,969			
No. 52	General Liability Insurance	1.0	ls	\$25,628.01	\$25,628				
No. 53	Builders Risk Insurance	1.0	ls	\$0.00	\$0		NOT INCLUDED (BY OWNER)		
No. 54	Performance / Payment Bond	1.0	ls	\$17,901.17	\$17,901				
No. 55	Subcontractors Default Insurance	1.0	ls	\$19,215.05	\$19,215				
No. 56	Overhead / Profit - Hedrick	1.0	ls	\$70,741.03	\$70,741				
No. 57	Overhead / Profit - Cooper	1.0	ls	\$12,483.71	\$12,484				
No. 58	Contingency	1.0	ls	\$90,000.00	\$90,000				
	Total				\$1,837,720	\$1,837,720			

RIDER

TO BE ATTACHED TO AND FORM A PART OF BOND NO. 107242684

NATURE OF BOND: PERFORMANCE AND PAYMENT BOND

PRINCIPAL: HEDRICK BROTHERS CONSTRUCTION CO., INC.
220 Centrepark West Drive
West Palm Beach, FL 33409

SURETY: TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA
One Tower Square
Hartford, CT 06183

OBLIGEE: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
301 N. Olive Avenue
West Palm Beach, Florida 33401

PENALTY: SEVENTEEN MILLION FORTY ONE THOUSAND
EIGHT HUNDRED FIFTY DOLLARS & 00/100
(\$17,041,850.00)

PROJECT: PALM BEACH COUNTY MAIN DETENTION CENTER
EAST & SOUTH TOWER – PHASE III
3228 Gun Club Road
West Palm Beach, Florida 33406


EFFECTIVE: AUGUST 9, 2022

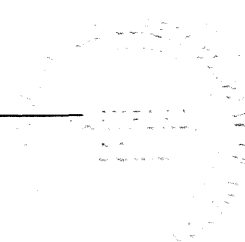
BY THIS RIDER, We hereby amend the bond penalty to be increased FROM \$17,041,850.00
TO \$18,879,570.00 for the above referenced project per Amendment #9.

All other terms and conditions of this bond remain the same.

THIS RIDER EFFECTIVE: FEBRUARY 1, 2023

SURETY: TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

By: 
James C. Congelio, Attorney-In-Fact





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(s)-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 21st day of April, 2021.



State of Connecticut

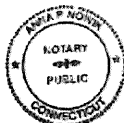
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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

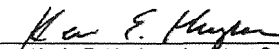
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 each of the Companies, 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 **1st** day of **February**, **2023**




 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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: MDC BUILDING 'B' PIPELINING

SOLICITATION/PROJECT/BID NO.: 15218

SOLICITATION OPENING/SUBMITTAL DATE: _____

COUNTY DEPARTMENT: _____

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Hedrick Brothers Construction Co Inc

2200 Centrepark West Dr, West Palm Beach, FL 33409

ADDRESS: _____

CONTACT PERSON: John Richardson

PHONE NO.: 561-662-0785

E-MAIL: johnrichardson@hedrickbrothers.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: _____

*SMWBE Primes must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE	MBE	WBE	SBE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name <small>DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)</small>	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE	WBE	SBE	Black	Hispanic	Women	Caucasian	Asian	Other
		Minority Business	Women Business	Small Business						
1. JOHN J. CHUREY CONSTRUCTION INC 4853 CYPRESS DR S BOYNTON BEACH, FL 33436 PBC VENDOR #VC0000140228	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	2,500.00	_____	_____
2. "Z" SBW & ASSOCIATES INC PO BOX 1420 BELLE GLADE 33430-6420 PBC VENDOR #VC0000134113	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	13,300.00	_____	_____	_____	_____	_____
3. N&P CONSTRUCTION & DEVELOPMENT INC 1405 ALLENDALE RD WEST PALM BEACH, FL 33405-1005 PBC VENDOR #VC0000123756	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	59,300.00	_____	_____	_____	_____
4. PIPELINING TECHNOLOGIES INC 1616 N FLORIDA MANGO RD c-11 WEST PALM BEACH, FL 33409 PBC VENDOR #0000017825	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	950,700.00
5. GENERAL PLUMBING & AIR CONDITIONING INC 2001 7TH AVE N LAKE WORTH BEACH, FL 33461-3808 PBC VENDOR #VS0000019021	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	1,100.00	_____	_____
Total					_____	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ REFER TO PAGE 2 OF 2

Total Certified S/M/WBE Participation \$ _____

I hereby certify that the above information is accurate to the best of my knowledge:



JOHN RICHARDSON

Project Manager

Name & Authorized Signature

Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.

REFER TO PAGE 2 OF 2

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: MDC BUILDING 'B' PIPELINING SOLICITATION/PROJECT/BID NO.: 15218

SOLICITATION OPENING/SUBMITTAL DATE: _____ COUNTY DEPARTMENT: _____

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Hedrick Brothers Construction Co Inc ADDRESS: 2200 Centrepark West Dr, West Palm Beach, FL 33409

CONTACT PERSON: John Richardson PHONE NO.: 561-662-0785 E-MAIL: johnrichardson@hedrickbrothers.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$693,602.00
 *SMWBE Primes must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE MBE WBE SBE

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:


Subcontractor/Sub consultant Name <small>DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)</small>	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. REITER BUNSIK CONTRACTORS INC 1600 NW 2ND AVE BOCA RATON, FL 33432-1661 PBC VENDOR #BS0000016632	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	40,000.00
2. LANDSCAPE/IRRIGATION REPAIRS (TBD)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	7,500.00
3. COOPER CONSTRUCTION MANAGEMENT & CONSULTING INC 354 HIATT DR PALM BEACH GARDENS, FL 33418-7241 PBC VENDOR #VC0000134125	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	69,718.00	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
Total					83,018.00	59,300.00	0.00	3,600.00	0.00	998,200.00

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 1,837,720.00

Total Certified S/M/WBE Participation \$ 145,918.00

I hereby certify that the above information is accurate to the best of my knowledge:



JOHN RICHARDSON Project Manager

Name & Authorized Signature

Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 15218
 SOLICITATION/PROJECT NAME: MDC East Tower: RWL & Sanitary Pipelining

Prime Contractor: Hedrick Brothers Construction Co., Inc Subcontractor: John Churey Construction, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 09/01/2020

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Pavement Repair				\$2,500.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 30%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Kilbourne AND Sons Asphalt Price or Percentage: 70%
 Name of 2nd/3rd tier Subcontractor/subconsultant

Hedrick Brothers Construction Co., Inc.
 Print Name of Prime
 By: [Signature]
 Authorized Signature
John Richardson
 Print Name
Project Manager
 Title
 Date: 01-13-23

John Churey Construction, Inc.
 Print Name of Subcontractor/subconsultant
 By: [Signature]
 Authorized Signature
John Churey
 Print Name
President
 Title
 Date: 1/13/23

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 15218

SOLICITATION/PROJECT NAME: MDC East Tower: RWL & Sanitary Pipelining

Prime Contractor: Hedrick Brothers Construction Co Inc Subcontractor: Kilbourne & Sons Inc

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 5/17/21

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier	
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Maintenance and Repair/Paving & Resurfacing, Parking Lot, Alley, Sidewalk, Driveway				1,750.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 100%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage: _____

HERICK BROTHERS CONSTRUCTION CO INC
 Print Name of Prime
 By: [Signature]
 Authorized Signature
 JOHN RICHARDSON
 Print Name
 PROJECT MANAGER
 Title
 Date: 2/14/23

Kilbourne & Sons Inc
 Print Name of Subcontractor/subconsultant
 By: [Signature]
 Authorized Signature
 Steve W Dolen
 Print Name
 Pres
 Title
 Date: 2/14/23

PBC Vendor #
VC0000121257

DEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 15218

SOLICITATION/PROJECT NAME: MDC East Tower: RWL & Sanitary Pipelining

Prime Contractor: Hedrick Brothers Construction Co., Inc Subcontractor: "2" SBW & Associates, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 08/17/2020

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Painting				\$13,300.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$13,300.00

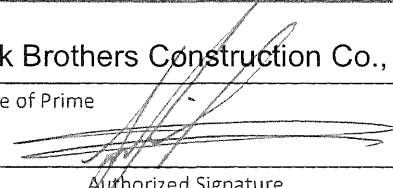
If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Hedrick Brothers Construction Co., Inc.

Print Name of Prime

By:  Authorized Signature

John Richardson

Print Name

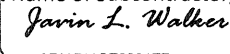
Project Manager

Title

Date: 01-13-23

"2" SBW & Associates, Inc.

Print Name of Subcontractor/subconsultant

By:  Authorized Signature

Javin L. Walker

Print Name

President

Title

Date: 1/17/2023

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 15218

SOLICITATION/PROJECT NAME: MDC East Tower: RWL & Sanitary Pipelining

Prime Contractor: Hedrick Brothers Construction Co., Inc Subcontractor: N&P Construction & Development, Inc

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/25/21

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Demolition				\$59,300.00


The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage: _____

Hedrick Brothers Construction Co., Inc.

Print Name of Prime

By: 
Authorized Signature

John Richardson

Print Name

Project Manager

Title

Date: 01-13-23

N&P Construction & Development, Inc.

Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Tony Piedra

Print Name

President

Title

Date: 1/17/2023

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 15218
 SOLICITATION/PROJECT NAME: MDC East Tower: RWL & Sanitary Pipelining

Prime Contractor: Hedrick Brothers Construction Co., Inc Subcontractor: Pipelining Technologies, Inc.

(Check box(s) that apply)
 SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): N/A

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

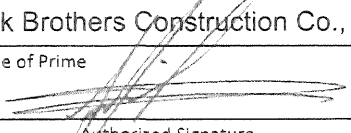
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

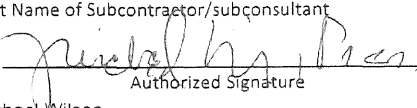
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Pipelining				\$950,700.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$950,700.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____
 Name of 2nd/3rd tier Subcontractor/subconsultant

Hedrick Brothers Construction Co., Inc.
 Print Name of Prime
 By: 
 Authorized Signature
John Richardson
 Print Name
Project Manager
 Title
 Date: 01-13-23

Pipelining Technologies, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Michael Wilson
 Print Name
President
 Title
 Date: 1/13/23

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 15218

SOLICITATION/PROJECT NAME: MDC East Tower: RWL & Sanitary Pipelining

Prime Contractor: Hedrick Brothers Construction Co., Inc Subcontractor: General Plumbing and Air Conditioning, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 11/03/2021

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Plumbing				\$1,100.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$1,100.00

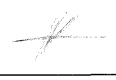
If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Hedrick Brothers Construction Co., Inc.

Print Name of Prime

By: 
Authorized Signature

John Richardson

Print Name

Project Manager

Title

Date: 01-13-23

General Plumbing and Air Conditioning, Inc.

Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Daniel Barnes

Print Name

Vice President

Title

Date: 1-16-23

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 15218

SOLICITATION/PROJECT NAME: MDC East Tower: RWL & Sanitary Pipelining

Prime Contractor: Hedrick Brothers Construction Co., Inc Subcontractor: Reiter Bunsic Contractors, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): N/A

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Concrete				\$40,000.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$40,000.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage: _____

Hedrick Brothers Construction Co., Inc.

Print Name of Prime

By: [Signature]
Authorized Signature

John Richardson

Print Name

Project Manager

Title

Date: 01-13-23

Reiter Bunsic Contractors, Inc.

Print Name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

Dan Reiter

Print Name

Vice President, Operations

Title

Date: 1/14/23

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 15218
 SOLICITATION/PROJECT NAME: MDC ETWR: RWL/Sanitary Pipelining

Prime Contractor: HEDRICK BROTHERS CONSTRUCTION CO INC Subcontractor: COOPER CONSTRUCTION MANAGEMENT & CONSULTING INC

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 8/28/20

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	CONSTRUCTION MANAGEMENT SERVICES				69,718.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 100%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

N/A

Name of 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage: _____

HERICK BROTHERS CONSTRUCTION CO INC
 Print Name of Prime
 By: _____
 Authorized Signature
JOHN RICHARDSON
 Print Name
PROJECT MANAGER
 Title
 Date: 1/24/23

COOPER CONSTRUCTION MANAGEMENT & CONSULTING INC
 Print Name of Subcontractor/subconsultant
 By: _____
 Authorized Signature
Jackie W. Cooper, Jr.
 Print Name
President
 Title
 Date: 01/24/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2022

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).

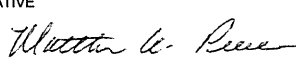
PRODUCER Atlantic Pacific Insurance 11382 Prosperity Farms Road Suite 123 Palm Beach Gardens FL 33410		CONTACT NAME: PHONE (A/C, No, Ext): (561) 624-1800 FAX (A/C, No): (561) 626-3153 E-MAIL ADDRESS:	
INSURED Hedrick Brothers Construction Co Inc 2200 Centrepark West Dr #100 West Palm Beach FL 33409-6473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

COVERAGES **CERTIFICATE NUMBER:** 2022 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 \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	0830-54896	11/17/2022	11/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER 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)
Project Name: MDC STWR & Medical VVS PH

CERTIFICATE HOLDER Palm Beach County Capital Improvements Division 2633 Vista Parkway 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)
3/1/2023

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).

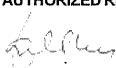
PRODUCER Sterling Seacrest Pritchard, Inc. 3111 W Dr Martin Luther King Jr Blvd Suite 350 Tampa FL 33607	CONTACT NAME: Jamie Hogeland	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: jhogeland@sspins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : James River Insurance Co.		
INSURER B : FCCI Insurance Company		10178
INSURER C : Landmark American Insurance		33138
INSURER D : Arch Specialty Insurance Company		21199
INSURER E :		
INSURER F :		

INSURED	CERTIFICATE NUMBER: 1915965415	REVISION NUMBER:
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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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	000930473	6/30/2022	6/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA10004898303	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	001046172 LHA098426	6/30/2022 6/30/2022	6/30/2023 6/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Each Occurrence & Agg \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D B	Professional Liability Leased/Rented Equipment			PDCPP0009907 CM10004898003	6/30/2022 6/30/2022	6/30/2023 6/30/2023	Each Occurrence & Agg Limit 2,000,000 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: MDC E&S Towers Phase 111;
 When required by written contract, those parties listed in said contract, including the Certificate Holder Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department are added as an additional insured with respect to the General Liability, including ongoing and completed operations, Auto Liability and Umbrella Liability as afforded by the policy and/or endorsements. When required by written contract, Waiver of Subrogation is granted with respect to General Liability, Auto Liability, and Umbrella Liability to those parties as listed in said contract, including the Certificate Holder. The General Liability, Auto Liability and Umbrella Liability certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

CERTIFICATE HOLDER Palm Beach County c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach FL 33411 USA	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph 1. Who Is An Insured in section **A. Coverage** is amended by the addition of the following:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
 - (1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f. Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.
- g. Any "employee" of yours using:
 - (1) a covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by an "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household

d. Auto Loan/Lease Gap Coverage

The following provisions apply:

- (1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a) Overdue lease or loan payments including penalties, interest, or other charges resulting from overdue payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases.
- (2) If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a) Overdue loan payments at the time of the "loss";
 - (b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
 - (c) Carry-over balances from previous loans.

C. Paragraph 3. under section B. Exclusions is deleted and replaced by the following:

3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown
 - b. Blowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b** and **A.1.c.** but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated

We will pay up to a maximum of \$1,000 for any one "loss".

D. Section D. Deductible is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

- (1) "Loss" caused by fire or lightning; and
- (2) "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.



PALM BEACH COUNTY
FACILITIES DEVELOPMENT & OPERATIONS
CAPITAL IMPROVEMENTS DIVISION

DATE: 2/2/23

TO: Fernando DelDago, Director of CID

FROM: Jeff Halverson, PM

SUBJECT: Explanatory Statement, Amendment #9,
Project 15218 MDC Phase III = Vertical & Horizontal Pipe Lining

The Main Detention Center was constructed between 1982 and 1984. The building is approximately 40 years old. The new construction included construction with 4", 5" and 6" cast iron pipe and as well as corrugated metal pipe. Cast iron pipe has a limited life cycle depending on use, sewer gas concentrations and maintenance. The Guaranteed Maximum Price (GMP) for Phase III (or any past phase) did not include replacement or pipe lining of existing storm or sanitary pipe. During a recent visit, I inspected the sanitary chase (closet) on the first floor. I noticed a cracked sanitary pipe. Suspecting the crack was caused by a possible lightning strike, we inspected the other sanitary chases. Each chase on the six floors contains multiple 4" cast iron vertical pipe. There are areas not accessible for inspections and access points will be made in existing walls to access the pipe. Nearly every original pipe is cracked, leaking or heavily corroded. The picture below is one of the worst cases of a cracked pipe which reveals one of many attempted repair (clamps to hold inserted replaced lengths in place). Pipe lining involves replacing any worst case portions of damaged pipe, cleaning the inside of the pipe and lining the pipe with a resin coating. The coating slightly reduces the diameter and flow capacity of the pipe but enhances flow characteristics because the pipe is slicker. Pipe lining will bridge cracks in the pipe up to 3/4 inch. The life expectancy of the resin lining material is 50 years. The deterioration is evident in both sanitary pipe and rainwater pipe. In addition to the sanitary pipe the exterior storm water pipe leading from the building to the main storm system requires repair. The exterior storm line is 6 inch corrugated metal pipe. This work is shown as an allowance because some pipe could not be accessed. The total length of all pipe being lined is approximately 1950 Linear feet. Please see REFERENCE #1 for additional information reflecting conditions and locations.





ATTACHMENT #4

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	\$40,791,516.00	\$23,265,520.71	57.04%							
Task	Work Order	Amend Number	Amount	SBE Amount	SBE Hispanic or Black	Project Number	Requested By	Request Date	Services	Approved	Appr'd By	SBE %	Hispanic or Black
		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	DIR	17.03%	
2			\$10,455.00	\$1,849.00		17209	Mike McPherson	17-Feb-17	Preconstruction Services for Chiller Plant Replacement	10-Mar-17	DIR	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	DIR	75.75%	
	1		\$24,775.00	\$250.00		15218	Mike McPherson	2-Oct-17	MDC Hurricane EFIS Repair	30-Oct-17	DIR	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	DIR	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	DIR	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	9-Mar-21	BCC	#DIV/0!	
7			\$24,160.00	\$0.00			Fernando	31-Mar-21	PBSO IT IMPROVEMENTS – EAGLE ACADEMY - Preconstruction	7-Apr-21	DIR	0.00%	
	3		\$99,443.00	\$37,670.00		2021-029356	Fernando	28-May-21	PBSO IT IMPROVEMENTS – EAGLE ACADEMY - Select Demolition Framing & Drywall	10-Jun-21	DIR	37.88%	
	4		\$99,860.00	\$33,637.00		2021-029356	Fernando	16-Jun-21	PBSO IT IMPROVEMENTS – EAGLE ACADEMY - MEP & Fire Protection Demolition - GMP #2	8-Jul-21	DIR	33.68%	
	5		\$199,661.00	\$58,549.00		2021-029356	Fernando	23-Jul-21	PBSO IT Improvements - GMP #3 & 4	11-Aug-21	CRC	29.32%	
		7	\$1,458,061.00	\$182,300.00		2019-015201	Jeff	8-Jul-22	MDC Building "B" Pipelining	9/13/2022 - R2022-0946	BCC	12.50%	0.00%
		8	\$1,542,101.00	\$759,531.71		2022-009220	Jeff	27-Jul-22	Main Detention Center Central Energy Plant Chiller 3&4 Replacement	9/13/2022 - R2022-0247	BCC	49.25%	
		9	\$1,837,720.00	\$145,918.00			Jeff	2-Feb-23	East Tower Rain Water Leader/Sanitary Pipelining			7.94%	
		Total:	\$40,791,516.00	\$23,265,520.71	\$0.00							57.04%	0.00%