

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

Meeting Date: March 10, 2026

[X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

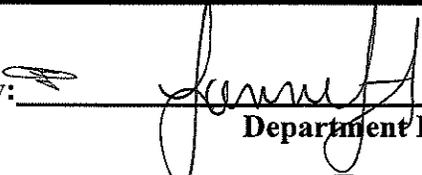
Motion and Title: Staff recommends motion to approve: Amendment No. 13 to the Construction Management (CM) at Risk contract (R2016-0430) with Hedrick Brothers Construction Co. Inc. (Hedrick) for the Detention Facilities Project (Project) to retroactively extend the term of the contract from March 9, 2026 until the completion of all project phases.

Summary: On April 5, 2016, the Board of County Commissioners (BCC) approved the CM at Risk contract with Hedrick for the Project. The Project included a five (5) year capital improvement program for the renewal/replacement of major building systems at the County’s detention facilities including the Main Detention Center (MDC), the Western Detention Center (WDC) and the Central Detention Center (CDC). The Project includes the renewal/replacement of the following major building systems at these detention facilities: mechanical, including heating ventilation and air conditioning (HVAC); fire protection; plumbing and boilers; electrical; low voltage, including electronic security systems and fire alarm, security doors and hardware; roofing; weatherproofing and other similar improvements. On March 9, 2021, the BCC approved Amendment No. 6, which extended the contract an additional five (5) years. The County was unable to complete the Project within the initial five (5) year term of the contract, nor could it do so during the five (5) year extension due to unforeseen conditions discovered as the Project has progressed and due to PBSO operational challenges in vacating areas where construction is required to occur. Phase IV of the MDC project is currently in progress with construction expected to be complete in Spring of 2029. While phase V has not yet started, the design work for this last phase is anticipated to start in the coming months. It is both cost and time effective to continue to retain Hedrick to complete the Project; therefore, the Facilities Development and Operations Department (FDO) is requesting authorization to retroactively extend the CM at Risk contract with Hedrick from March 9, 2026 until the final phase of the Project is complete. Amendment No. 13 extends the CM at Risk contract term and adds or updates standard County terms on construction contingency, interactions with County staff, disclosure of foreign gifts, and human trafficking affidavit. The CM at Risk contract was awarded under the prior Small Business Enterprise (SBE) Ordinance, and the SBE participation goal was 15% under the prior SBE program. Hedrick is not an SBE, however, they have partnered with Cooper Construction Management & Consulting, Inc., an SBE business for CM services in an amount not less than 15% of the construction management fee and is sharing in the CM earned overhead/profit. After the implementation of the Equal Business Opportunity (EBO) Ordinance in January 2019, Hedrick’s CM at Risk contract was updated with the new EBO language; thus, all guaranteed maximum price work authorizations issued pursuant to this Contract are subject to the requirements of the EBO Ordinance including requesting an Affirmative Procurement Initiative (API) be set prior to bidding the subcontracts. The Office of Small Business Development has reviewed the existing SBE participation and approved this extension request under the existing contract terms. To date, the SBE participation for task authorizations, work orders and amendments issued under this CM Contract is 50.13%. Hedrick is a local business. There is no fiscal impact associated with this item. **(Capital Improvements Division) Countywide (MWJ)**

Background and Justification: (Continued on Page 3)

Attachments:

1. Hedrick Brothers Construction Co. Inc. – Amendment No. 13
2. CM at Risk History

Recommended by:  Department Director 2/12/26 Date

Approved by:  Deputy County Administrator 2/25/26 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

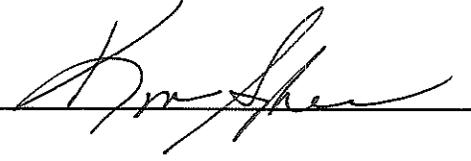
Is Item Included in Current Budget: Yes X No _____
Is this item using Federal Funds? Yes _____ No X
Is this item using State Funds? Yes _____ No X

Budget Account No.:

Fund 3950 **Dept** 411 **Unit** Q019 **Object** Various

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

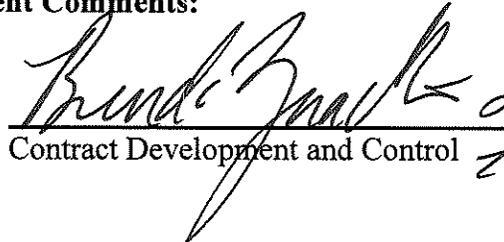
* There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: 

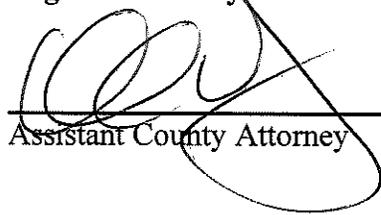
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 2/17/2026
 OFMB 2/17
 MF 2/17

 2/18/26
 Contract Development and Control 2/18/26

B. Legal Sufficiency:

 2/23/26
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Continued from Page 1

Background and Justification: The County's detention facilities have maintained operations on a 24/7 basis for over 25 years without any major renewal/replacement projects. A large amount of the existing infrastructure and facility systems are at the end of their useful life, unreliable, and have incurred increased maintenance costs. CM at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and alternative constructability designs, systems and materials, and serves as the general contractor bidding the subcontracts for construction. Hedrick was selected on April 5, 2016 via a Request for Proposal (RFP) issued for both the Main Detention Center Electronics Renewal/Replacement and the Detention Facilities Renewal/Replacement projects. The County was unable to complete the Project within the initial five (5) year term of the contract, nor could it do so during the five (5) year extension due to unforeseen conditions discovered as the Project has progressed and due to PBSO operational challenges in vacating areas where construction is required to occur. Amendment No. 13 will retroactively extend the term of the contract from March 9, 2026 until the completion of all project phases.

ATTACHMENT #1

**AMENDMENT # 13
HEDRICK BROTHERS CONSTRUCTION CO. INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES**

This Amendment No. 13 is made as of March 19, 2026 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, on April 5, 2016, the parties hereto entered into the Contract (R2016-0430) (hereinafter the "Contract") under which the Construction Manager provides awarded work to the County for the Detention Facilities Project (Project); and

WHEREAS, on March 9, 2021, the parties hereto entered into Amendment #6 (R2021-0331), extending the term of the Contract; and

WHEREAS, the County and the Construction Manager desire to extend the Contract and update certain provisions of the Contract.

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

1. **Contract Extension.** The term of the original Contract as set forth in Article 12 of the Contract and extended by Amendment #6 is hereby revised and is retroactively extended from March 9, 2026, and shall continue until completion of all project phases, including the completion of all work authorizations issued pursuant to the Contract.

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

Project Name: Detention Facilities
Project No. 15218

3. Additional Contract Modifications. Additional Contract modifications as set forth in **Attachment A** are incorporated herein.

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

Project Name: Detention Facilities
Project No. 15218

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

ATTEST:

MICHAEL A. CARUSO
CLERK & COMPTROLLER

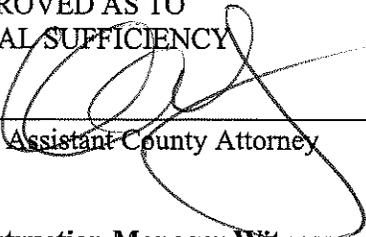
PALM BEACH COUNTY, a political
subdivision of the State of Florida, BOARD
OF COUNTY COMMISSIONERS

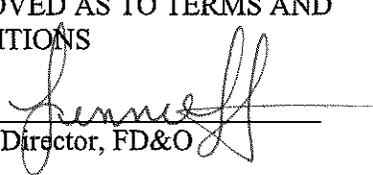
By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

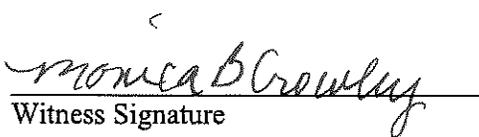
APPROVED AS TO TERMS AND
CONDITIONS

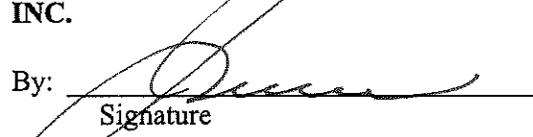
By: 
Assistant County Attorney

By: 
Director, FD&O

Construction Manager Witness:

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


Witness Signature

By: 
Signature

Monica B Crowley
Print Witness Signature

Name: JACK UURICH

Title: VP

(SEAL)



**ATTACHMENT A
CONTRACT MODIFICATIONS**

The following modifications is made to Article 6 of the Contract:

Article 6, section 6.3 of the Contract is deleted in its entirety and replaced with the following:

6.3 Construction Contingency.

(a) Construction Manager's Contingency. In addition to the Cost of Work, the GMP will include an agreed upon sum as the Construction Manager's Contingency which is included for the purpose of defraying expenses that were unforeseen at the time of establishment of the GMP as described in this 6.3(a). The Construction Manager will be required to furnish documentation evidencing expenditures to be charged to this Contingency prior to the release of funds by the Owner. Documentation for use of the Construction Manager's Contingency shall be determined by the Owner. The Construction Manager's Contingency is only available for the following costs:

(1) Trade Contractor Buyout. Pursuant to the award of trade contracts under Section 2.2.3, if trade contracts are executed below the applicable line items in the GMP, the surplus will be added to the Construction Manager's Contingency. If trade contracts are above the applicable line item in the GMP, the deficiency will be taken from the Construction Manager's Contingency, however such events shall not be cause to increase the GMP.

(2) Scope Gap. Documented scope gaps between trade contractors will be taken from the Construction Manager's Contingency, unless work is shown on drawings.

(3) Trade Contractor Default. Costs incurred due to contract default by trade contractors will be taken from the Construction Manager's Contingency.

(4) Reconciliation of Allowances. Allowances will be reconciled through the use of the Construction Manager's Contingency.

(5) Unforeseen Field Conditions. Costs incurred by the Construction Manager due to unforeseen field conditions will be taken from the Construction Manager's Contingency.

The costs listed above as recoverable from the Construction Manager's Contingency are recoverable only from the Construction Manager's Contingency and only to the extent there are funds available in the Construction Manager's Contingency; such costs can never be the basis for an increase to the GMP.

The Construction Manager's Contingency shall not be used for design errors and omissions which a prudent Construction Manager should reasonably have detected

during the Construction Manager's pre-construction duties and reasonable due diligence by the Construction Manager.

(b) Owner's Contingency. The Construction Manager shall include a line item for the Owner's Contingency in the GMP. This line item will initially be \$0 but as work progresses on the Project and overages in various line items in the GMP are identified, then Construction Manager shall move any identified line item overages to the Owner's Contingency line item. Owner may use the amounts in the Owner's Contingency to fund Owner initiated change orders under General Condition 65. Additionally, if Owner and Construction Manager mutually agree that there are surplus funds in the Construction Manager's Contingency described in Section 6.3(a) above, then Construction Manager shall move such surplus funds to the Owner's Contingency line item for use by Owner to fund Owner initiated change orders.

The following Articles are added to the Contract:

ARTICLE 18 - INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, Construction Manager and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

ARTICLE 19 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Construction Manager certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 20 – HUMAN TRAFFICKING AFFIDAVIT

Construction Manager warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Construction Manager has executed the Nongovernmental Entity Human Trafficking Affidavit.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
HEDRICK BROTHERS CONSTRUCTION CO., INC.

Filing Information

Document Number 606410
FEI/EIN Number 59-1876360
Date Filed 01/11/1979
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 05/12/2016
Event Effective Date NONE

Principal Address

2200 CENTREPARK WEST DRIVE
WEST PALM BEACH, FL 33409

Changed: 03/22/2023

Mailing Address

2200 CENTREPARK WEST DRIVE
WEST PALM BEACH, FL 33409

Changed: 03/22/2023

Registered Agent Name & Address

Painter, Patrick C
2200 Centrepark W. Drive
West Palm Beach, FL 33409

Name Changed: 02/24/2020

Address Changed: 03/22/2023

Officer/Director Detail

Name & Address

Title CEO

HEDRICK, DALE R
2200 CENTREPARK WEST DRIVE
WEST PALM BEACH, FL 33409

Title COO

PARKER, BILLY G, Jr.
2200 CENTREPARK WEST DRIVE
WEST PALM BEACH, FL 33409

Title CFO

ENGSTROM, ERIC R
2200 CENTREPARK WEST DRIVE
WEST PALM BEACH, FL 33409

Title PDEV

Hedrick, Burk
2200 CENTREPARK WEST DRIVE
WEST PALM BEACH, FL 33409

Annual Reports

Report Year	Filed Date
2023	03/22/2023
2024	04/22/2024
2025	04/25/2025

Document Images

04/25/2025 -- ANNUAL REPORT	View image in PDF format
04/22/2024 -- ANNUAL REPORT	View image in PDF format
08/28/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
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04/12/2021 -- ANNUAL REPORT	View image in PDF format
02/24/2020 -- ANNUAL REPORT	View image in PDF format
03/29/2019 -- ANNUAL REPORT	View image in PDF format
03/30/2018 -- ANNUAL REPORT	View image in PDF format
03/20/2017 -- ANNUAL REPORT	View image in PDF format
05/12/2016 -- Amendment	View image in PDF format
03/16/2016 -- ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
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04/02/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
06/19/2009 -- Name Change	View image in PDF format

01/07/2009 -- ANNUAL REPORT	View image in PDF format
02/08/2008 -- ANNUAL REPORT	View image in PDF format
07/18/2007 -- ANNUAL REPORT	View image in PDF format
04/19/2006 -- ANNUAL REPORT	View image in PDF format
04/08/2005 -- ANNUAL REPORT	View image in PDF format
03/02/2004 -- ANNUAL REPORT	View image in PDF format
02/25/2004 -- ANNUAL REPORT	View image in PDF format
02/21/2003 -- ANNUAL REPORT	View image in PDF format
03/06/2002 -- ANNUAL REPORT	View image in PDF format
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07/18/2000 -- ANNUAL REPORT	View image in PDF format
02/16/1999 -- ANNUAL REPORT	View image in PDF format
02/18/1998 -- ANNUAL REPORT	View image in PDF format
01/23/1997 -- ANNUAL REPORT	View image in PDF format
04/15/1996 -- ANNUAL REPORT	View image in PDF format
02/23/1995 -- ANNUAL REPORT	View image in PDF format

June 19, 2020

Mr. Michael W. McPherson
Palm Beach County
Facilities Development & Operations Dept.
Capital Improvement Division
2633 Vista Parkway
West Palm Beach, FL. 33411

RE: Projects No. 15218
Main Detention Center

Dear Mr. McPherson:

Jack Ullrich is the designated Vice President for the above-mentioned Project.

Jack Ullrich is authorized to approve and sign all construction related documents.

Sincerely,



Dale Hedrick
President

**CONTRACT EXHIBIT E
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT**

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Hedrick Brothers Construction Co., Inc
(Contractor) and attest that Contractor does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**


(signature of officer or representative)

Dale R Hedrick CEO
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

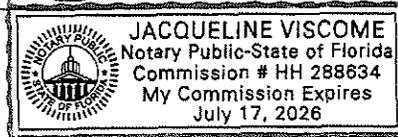
Sworn to and subscribed before me by means of physical presence or online notarization
this, 25 day of March, by 2025

Personally known OR produced identification .

Type of identification produced _____

Jakie Viscome

NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

