

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: September 13, 2011

Consent  
 Workshop

Regular  
 Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Amendment No. 11 to the contract with Hedrick Brothers Construction (R2007-1506) in the amount of \$249,063 for construction management services for the South County Tax Collector site improvements project establishing a Guaranteed Maximum Price (GMP).

**Summary:** Amendment No. 11 established a GMP of \$249,063 and 56 calendar days for completion. The GMP includes the cost of work, the construction manager's fee and a contingency. On April 6, 2010, the Board approved renovating the Tax Collector's facilities at the South County Administrative Complex to accommodate driver license services. That work, which included an expanded parking area, was completed in September, 2010. Subsequent to opening of the driver license services, the Tax Collector's office has received a higher visitation than expected, which has necessitated these revisions in order to increase the safety, traffic flow and convenience of patrons visiting the office. All improvements are within the area currently allocated to the Tax Collector and do not further impact the future redevelopment of the site for a public/private transit oriented development, anchoring the City's vision for the corridor. Plans specifically include modified parking lot traffic circulation, additional handicap spaces as well as fencing to secure the driver's course. The project is funded by the Tax Collector's office. The Small Business Enterprise (SBE) goal for this contract is 15%. Hedrick Brothers Construction's SBE participation for this project is 19%. (Capital Improvements Division) District 7 (JM)

**Background and Justification:** Construction Manager (CM) at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as General Contractors issuing the subcontracts for construction. Hedrick Brothers Construction has provided pre-construction services on this project. This Amendment establishes a GMP for the project.

**Attachments:**

- 1. Location Map
- 2. Budget Availability Statement
- 3. Amendment No. 11

Recommended by:   8/22/11  
 Department Director Date

Approved by:  9/1/11  
 County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$259,063	0	0	0	0
Operating Costs	_____	0	0	0	0
External Revenues	_____	0	0	0	0
Program Income (County)	_____	0	0	0	0
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b> †	<b>\$259,063</b>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_

Budget Account No: Fund 3804 Dept 411 Unit B433-14 Object 4907  
Reporting Category \_\_\_\_\_

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

† The total cost for these improvements is \$371,000. In addition to the \$249,063 for this work order there is \$38,000 in soft costs, \$40,437 in improvements to be awarded via separate contracts and \$43,500 in contingency. The life of these improvements is unknown due to the uncertainty associated with the start of the redevelopment project. The Tax Collector is aware of this uncertainty and still believes it is important to proceed now.

C. Departmental Review: [Signature] 8.17.11

Construct Cost \$249,063  
Staff Cost 10,000  
Total Cost \$259,063

III. REVIEW COMMENTS:

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

[Signature] 8/24/11  
OFMB  
8/25/11 POM  
8-25-11

[Signature] 8/30/11  
Contract Administrator  
8-29-11 B. Wheely

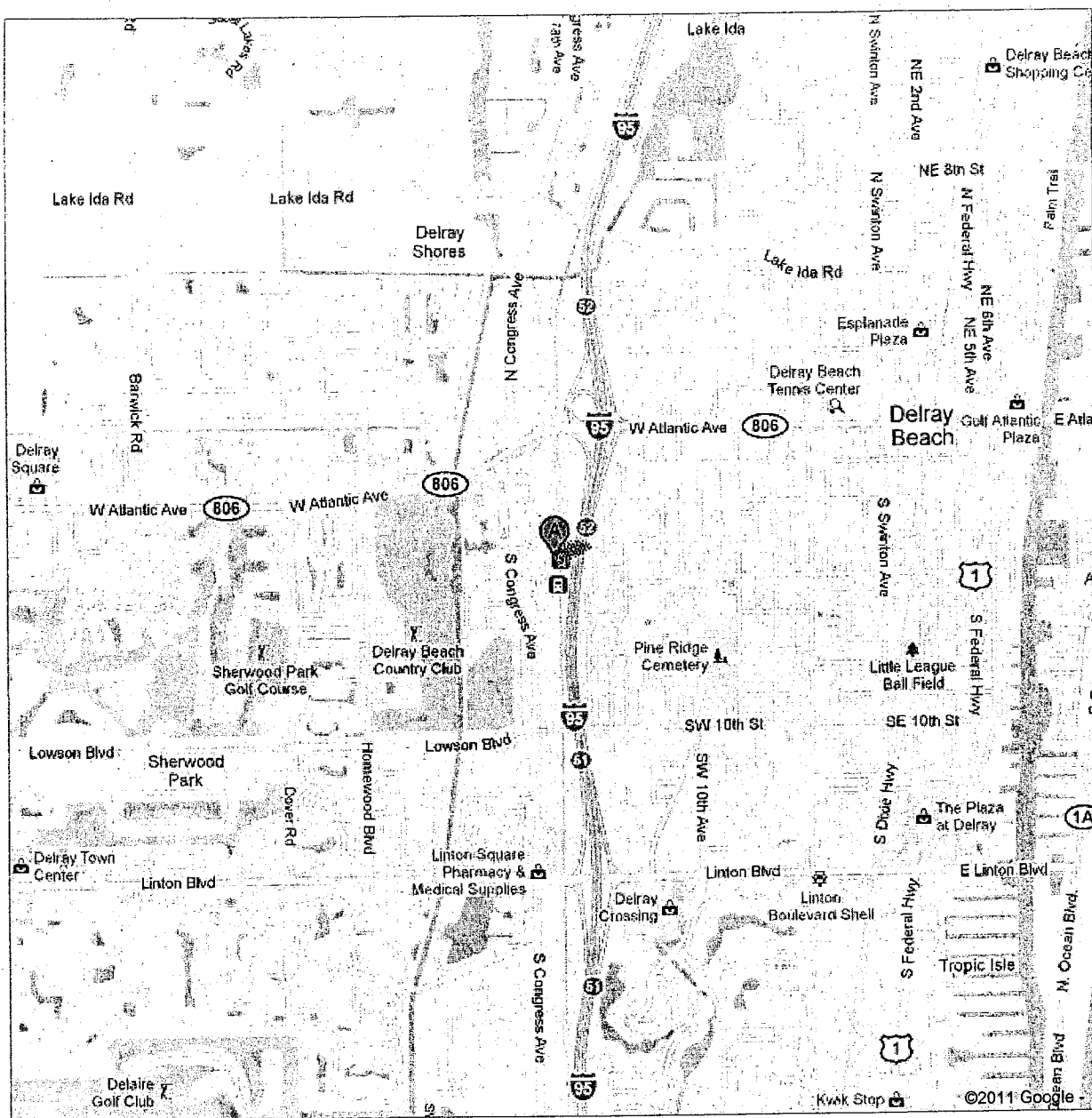
B. Legal Sufficiency:  
[Signature] for  
[Signature] 9/1/11  
Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

[Signature]  
Department Director

# LOCATION MAP



**FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 7/27/11    REQUESTED BY: Karen Arndt

PHONE: 233-0208  
FAX: 233-0270

PROJECT TITLE: Tax Collector Site Improvements

PROJECT NO.: 10204

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT    \$249,063

DATE

CSA or CHANGE ORDER NUMBER: Amendment 11

CONSULTANT/CONTRACTOR: Hedrick Brothers Construction

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

Contract award - site improvements

CONSTRUCTION	<u>\$249,063</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	<u>\$10,000</u>
MISC. (permits, prints, advertising)	
<b>TOTAL</b>	<b>\$259,063</b>

\*\* This is an estimate of staff charges. Actual(s) will be billed at the end of each fiscal year.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3804    DEPT: 411    UNIT: B433-17    OBJ: 4907

FUNDING SOURCE (CHECK ALL THAT APPLY):     AD VALOREM     OTHER Tax Funded  
 FEDERAL/DAVIS BACON

SUBJECT TO IG FEE?     YES     NO

BAS APPROVED BY: afanner    DATE: 7-29-11

ENCUMBRANCE NUMBER: TCO-001

**AMENDMENT 11 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
TAX COLLECTOR SITE IMPROVEMENTS  
PROJECT NO. 10204**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated 9/11/07(R-2007-1506) is in full force and effect and that this merely supplements said Contract;

WHEREAS, the parties hereto entered into a Contract between Owner and Construction Manager whereby the Construction Manager has rendered or will render pre-construction services as specified therein; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price, including Construction Managers fees for construction and warranty services and other services as set forth herein and in the Contract;

WHEREAS, the Construction Manager represents that the Construction Manager, 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 based 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 identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Contract.

WHEREAS, 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.

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) **GUARANTEED MAXIMUM PRICE**

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to the establishment of a Guaranteed Maximum Price of \$249,063 for the construction costs of the Tax Collector Site Improvements. Refer to Exhibit A.

(2) **SCHEDULE OF TIME FOR COMPLETION**

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 56 calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$400/day for failure to complete within the contract time or approved extension thereof.

(3) ATTACHMENTS: Exhibit A - GMP Proposal  
Public Construction Bond  
Form of Guarantee

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 CONSTRUCTION MANAGER  
has hereunto set its hand the day and year above written.

ATTEST:

SHARON R. BOCK, CLERK &  
COMPTROLLER

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

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

By: \_\_\_\_\_  
Karen T. Marcus, Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: *Marlene R. Guttuso*  
*James C. Meyer*  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: *Armen Wolf*  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

*[Signature]*  
Signature

*Rick C. Ricart*  
Name (type or print)

CONSTRUCTION MANAGER:

*[Signature]*  
Signature

*BEN CLEMENS*  
Name (type or print)

*VICE PRESIDENT OF OPERATIONS*  
Title

(Corporate Seal)







**GMP BUDGET SUMMARY**  
**PBC - TAX COLLECTOR'S OFFICE - PHASE II - GMP 2**

Division	Phase	Description	Takeoff Quantity	Labor Cost/Unit	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Total Amount
	16000.015	Electrical								
		Electrical	16,300.00 ls	-	-	-	-	1.00 /ls	16,300	16,300
		Electrical							16,300	16,300
		<b>ELECTRICAL</b>							<b>16,300</b>	<b>16,300</b>

**GMP BUDGET SUMMARY**  
**PBC - TAX COLLECTOR'S OFFICE - PHASE II - GMP 2**

Estimate Totals

Description	Amount	Totals	Rate
Labor	1,566		
Material	2,571		
<u>Subcontract</u>	<u>180,971</u>		
<b>COST OF THE WORK</b>		<b>185,108</b>	
CM FEE	38,342		
O H & P	11,172		5.00 %
OWNER CONTINGENCY	11,731		5.00 %
LIABILITY INSURANCE	2,710		1.10 %
<b>TOTAL GMP</b>		<b>249,063</b>	

**CM FEE BUDGET SUMMARY  
PBC - TAX COLLECTOR'S OFFICE - PHASE II**

Division	Phase	Description	Takeoff Quantity	Labor Cost/Unit	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Total Amount	COMMENTS
1000.000		<b>GENERAL REQUIREMENTS</b>									
	1300.010	<b>Personnel: Supervision</b>									
		Superintendent	6.00 wk	2,610.00 /wk	15,660	-	-	-	-	15,660	100 %
		Superintendent Gas Expense	6.00 wk	-	-	79.50 /wk	477	-	-	477	
		Superintendent Vehicle Expense	1.50 mo	-	-	497.65 /mo	746	-	-	746	
		<b>Personnel: Supervision</b>			15,660		1,223			16,883	
	1310.010	<b>Personnel: Proj. Managmnt</b>									
		Project Executive	6.00 wk	348.00 /wk	2,088	-	-	-	-	2,088	7.5 %
		Project Manager	8.00 wk	1,044.00 /wk	8,352	-	-	-	-	8,352	30 %
		Project Manager Gas Expense	8.00 wk	-	-	21.20 /wk	170	-	-	170	
		Project Manager Vehicle Expense	2.00 mo	-	-	165.88 /mo	332	-	-	332	
		Project Coordinator	8.00 wk	870.00 /wk	6,960	-	-	-	-	6,960	50 %
		Estimating	8.00 hr	87.00 /hr	696	-	-	-	-	696	
		Accounting	6.00 wk	203.00 /wk	1,218	-	-	-	-	1,218	2.5 % (4 PEOPLE)
		<b>Personnel: Proj. Managmnt</b>			19,314		501			19,815	
	1510.010	<b>Utilities: Temporary</b>									
		Supt Phone	1.50 mo	-	-	84.80 /mo	127	-	-	127	
		Project Mgr Phone	1.50 mo	-	-	31.80 /mo	48	-	-	48	
		Project Coordinator Phone	1.50 mo	-	-	42.40 /mo	64	-	-	64	
		<b>Utilities: Temporary</b>					239			239	
	1520.020	<b>Temp: Supplies</b>									
		Office Supplies	1.50 mo	-	-	106.00 /mo	159	-	-	159	
		Blue Prints	300.00 ls	-	-	1.06 /ls	318	-	-	318	
		<b>Temp: Supplies</b>					477			477	
	1520.030	<b>Temp: Office Supplies</b>									
		Copy Expense	1.50 mo	-	-	106.00 /mo	159	-	-	159	
		Postage/FedEx	1.50 mo	-	-	53.00 /mo	80	-	-	80	
		<b>Temp: Office Supplies</b>					239			239	
	1772.010	<b>Punchlist, Etc</b>									
		Punchlist, etc	1.00 ea	0.00 /ea	0	265.00 /ea	265	-	-	265	
		<b>Punchlist, Etc</b>					265			265	
	1774.010	<b>Project Closeout</b>									
		Project Closeout	1.00 ea	0.00 /ea	0	265.00 /ea	265	-	-	265	
		<b>Project Closeout</b>					265			265	
	1870.010	<b>Photographs</b>									
		Job Photographs	150.00 ls	-	-	1.06 /ls	159	-	-	159	
		<b>Photographs</b>					159			159	
		<b>GENERAL REQUIREMENTS</b>			34,974		3,368			38,342	

**CM FEE BUDGET SUMMARY**  
**PBC - TAX COLLECTOR'S OFFICE - PHASE II**

Estimate Totals

Description	Amount	Totals	Rate
Labor	34,974		
Material	3,368		
<u>Subcontract</u>			
<b>TOTAL CM FEE</b>		<b>38,342</b>	

**SCHEDULE 1**

**LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS**

**PROJECT NAME:** PALM BEACH COUNTY – TAX COLLECTOR II – GMP 2 **PROJECT NO.:** 10204  
**NAME OF PRIME BIDDER:** Hedrick Brothers Construction Co., Inc.  
**CONTACT PERSON:** Rick Ricatton, Sr. Project Manager **PHONE NO.:** 561-689-8880, ext. 4337  
**BID OPENING DATE:** \_\_\_\_\_ **DEPARTMENT:** \_\_\_\_\_

**PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS**

Name, Address and Phone Number	(CHECK ONE OR BOTH CATEGORIES)		SUBCONTRACT AMOUNT				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
CDI EARTHMOVING & PAVING, INC. 3866 Prospect Avenue, Suite 16 West Palm Beach, FL 33404 Phone: 561-791-8271	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$	\$ 47,459.00 *SBE
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
(Please use additional sheets if necessary)		<b>Total</b>	\$	\$	\$	\$	\$

Total Bid Price \$ 249,063.00

Total Value of SBE Participation \$ 47,459.00

- Note:**
- The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment.
  - Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
  - M/WBE information is being collected for tracking purposes only.

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: 08967825 BOND ISSUED IN DUPLICATE ---(2)---

BOND AMOUNT: \$ 322,065.00

CONTRACT AMOUNT: \$ 322,065.00

CONTRACTOR'S NAME: HEDRICK BROTHERS CONSTRUCTION CO., INC.

CONTRACTOR'S ADDRESS: 2200 CENTREPARK WEST DRIVE  
WEST PALM BEACH, FL 33409

CONTRACTOR'S PHONE: 561-689-8880

SURETY COMPANY: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

SURETY'S ADDRESS: 1400 AMERICAN LANE, TOWER I, 19<sup>TH</sup> FLOOR, SCHAUMBURG, IL 60196

OWNER'S NAME: PALM BEACH COUNTY CAPITAL IMPROVEMENTS DIVISION

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

OWNER'S PHONE: (561) 233-0261

DESCRIPTION OF WORK: INTERIOR IMPROVEMENTS

PROJECT LOCATION: 511 S. CONGRESS AVENUE, DELRAY BEACH, FL 33445

LEGAL DESCRIPTION: 19-46-43, N 298 FT OF S 2403 FT OF E 1/2 OF NE 1/4 E OF SW 20<sup>TH</sup> AVE & W OF SAL RR R/W

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of **THREE HUNDRED TWENTY TWO THOUSAND SIXTY FIVE AND 00/100 Dollars (\$322,065.00)** for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

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

Project Name: Palm Beach County Tax Collector's Office  
Project No.: 10204

Project Description: Site Improvements  
Project Location: 511 S. Congress Avenue  
Delray Beach, FL 33445

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Colomè & Associates, Inc.  
LOCATION OF FIRM: 530 24<sup>th</sup> Street  
West Palm Beach, FL 33407  
PHONE: 561-833-9147  
FAX: 561-833-9356

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of PBC Property Appraiser's Office, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation

provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

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

Tanya Stiles  
Witness: Tanya Stiles

HEDRICK BROTHERS CONSTRUCTION CO., INC.

D.R. Hedrick  
Principal Dale R. Hedrick (Seal)

PRESIDENT  
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Joseph Dobkowski, Jr.  
Witness: JOSEPH DOBKOWSKI, JR.

Surety (Seal)

Kathleen M. Cristiano  
Title KATHLEEN M. CRISTIANO  
ATTORNEY-IN-FACT

SIGNED, SEALED AND DATED THIS 22ND DAY OF AUGUST 2011



**CORPORATE ACKNOWLEDGMENT**

**Form 152**

**State of New Jersey  
County of Bergen**

On this 22nd day of AUGUST, 2011 before me personally came Kathleen M. Cristiano, to me known, who, being by me duly sworn, did depose and say that she resides in Westfield, New Jersey that she is the ATTORNEY-IN-FACT of the

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

the corporation described in and which executed the above instrument; that she knows that seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name thereto by like order.

(SEAL)

Adrienne Scalera

**ADRIANNE SCALERA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 2/3/2016**

**FIDELITY AND DEPOSIT COMPANY**

OF MARYLAND  
600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

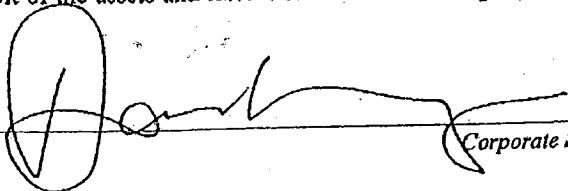
Statement of Financial Condition  
As Of December 31, 2010

ASSETS	
Bonds .....	\$ 167,717,443
Stocks .....	23,571,636
Cash and Short Term Investments .....	250,663
Reinsurance Recoverable .....	478,827
Other Accounts Receivable .....	44,516,527
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 236,535,096</b>
LIABILITIES, SURPLUS AND OTHER FUNDS	
Reserve for Taxes and Expenses .....	\$ 225,295
Ceded Reinsurance Premiums Payable .....	39,963,782
Securities Lending Collateral Liability .....	3,077,700
<b>TOTAL LIABILITIES .....</b>	<b>\$ 43,266,777</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	188,268,319
<b>Surplus as regards Policyholders .....</b>	<b>193,268,319</b>
<b>TOTAL .....</b>	<b>\$ 236,535,096</b>

Securities carried at \$45,648,865 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2010 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$245,239,534 and surplus as regards policyholders \$201,972,757.

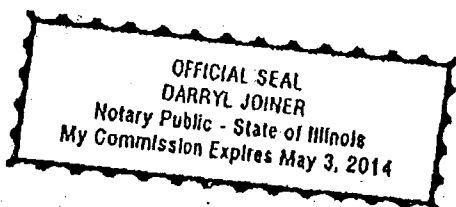
I, DBNNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2010.

  
 \_\_\_\_\_  
 Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 31st day of March, 2011.

  
 \_\_\_\_\_  
 Notary Public



**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR. and Adrienne SCALERA, all of Clark, New Jersey, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR., Adrienne SCALERA, George O. BREWSTER, dated September 22, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 1st day of October, A.D. 2008.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



*Eric D. Barnes*

*Eric D. Barnes* Assistant Secretary

*Theodore G. Martinez*

By: *Theodore G. Martinez*

State of Maryland }  
City of Baltimore } ss:

On this 1st day of October, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

*Constance A. Dunn* Notary Public  
My Commission Expires: July 14, 2015

**FORM OF GUARANTEE**

BOND NO. 08967825

GUARANTEE FOR (Contractor and Surety Name)

CONTRACTOR: HEDRICK BROTHERS CONSTRUCTION CO., INC.

SURETY: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

PALM BEACH COUNTY TAX COLLECTOR'S OFFICE PROJECT NO. 10204  
SITE IMPROVEMENTS, 511 S. CONGRESS AVENUE, DELRAY BEACH FL

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

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

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

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

SIGNED, SEALED AND DATED THIS 23RD DAY OF AUGUST 2011

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

By: [Signature]  
(Signature)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
(Surety) (Seal)

[Signature]  
(Signature)

KATHLEEN M. CRISTIANO  
ATTORNEY-IN-FACT

**CORPORATE ACKNOWLEDGMENT**

**Form 152**

**State of New Jersey  
County of Bergen**

**On this 22nd day of AUGUST, 2011 before me personally came Kathleen M. Cristiano, to me known, who, being by me duly sworn, did depose and say that she resides in Westfield, New Jersey that she is the ATTORNEY-IN-FACT of the**

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

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**the corporation described in and which executed the above instrument; that she knows that seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name thereto by like order.**

**(SEAL)**

*Adrienne Scalera*

**ADRIANNE SCALERA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 2/3/2016**

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND  
600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition As Of December 31, 2010

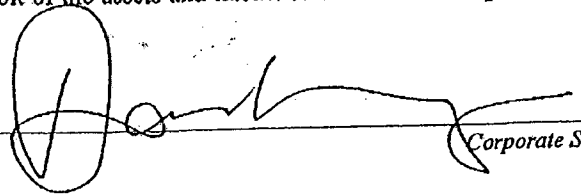
ASSETS	
Bonds .....	\$ 167,717,443
Stocks .....	23,571,636
Cash and Short Term Investments .....	250,663
Reinsurance Recoverable .....	478,827
Other Accounts Receivable .....	44,516,527
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ <u>236,535,096</u></b>

LIABILITIES, SURPLUS AND OTHER FUNDS	
Reserve for Taxes and Expenses .....	\$ 225,295
Ceded Reinsurance Premiums Payable .....	39,963,782
Securities Lending Collateral Liability .....	<u>3,077,700</u>
<b>TOTAL LIABILITIES .....</b>	<b>\$ 43,266,777</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	<u>188,268,319</u>
Surplus as regards Policyholders .....	193,268,319
<b>TOTAL .....</b>	<b>\$ <u>236,535,096</u></b>

Securities carried at \$45,648,865 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2010 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$245,239,534 and surplus as regards policyholders \$201,972,757.

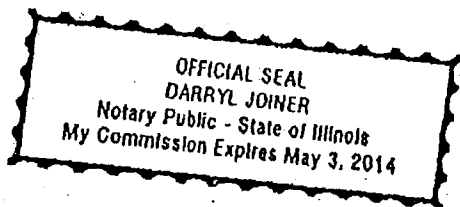
I, DBNNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2010.

  
 \_\_\_\_\_  
 Corporate Secretary

State of Illinois }  
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 31st day of March, 2011.

  
 \_\_\_\_\_  
 Notary Public



**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR. and Adrienne SCALERA, all of Clark, New Jersey, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Kathleen M. CRISTIANO, Joseph DOBKOWSKI, JR., Adrienne SCALERA, George O. BREWSTER, dated September 22, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 1st day of October, A.D. 2008.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



*Eric D. Barnes*

Eric D. Barnes

*Theodore G. Martinez*

By:

Assistant Secretary

Theodore G. Martinez

State of Maryland }  
City of Baltimore } ss:

On this 1st day of October, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2015

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 22nd day of AUGUST, 2011

  
Assistant Secretary