

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 7, 2024

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

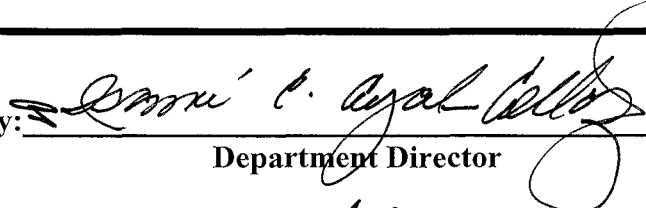
Motion and Title: Staff recommends motion to receive and file: Emergency Work Order No. 6 to the Construction Manager (CM) at Risk Services contract (R2016-0430) with Hedrick Brothers Construction Co., Inc. (CM), establishing a Guaranteed Maximum Price (GMP) in the amount of \$128,961 for the Detention Facilities Renewal/Replacement (R/R)-Main Detention Center (MDC) South Tower Exterior Insulation Finishing System (EIFS) Repairs project for a period of 30 calendar days from notice to proceed.

Summary: On April 5, 2016, the Board of County Commissioners (Board) approved the CM at Risk Services contract (R2016-0430) with the CM for construction management services 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. Emergency Work Order No. 6 establishes a GMP in the amount of \$128,961 for construction management services necessary for the Detention Facilities R/R-MDC South Tower EIFS Repairs project. A section of EIFS failed on the 12th floor exterior corner of the South Tower at the MDC Facility requiring repairs. This failure may have been caused by a gradual deterioration of the adhesive combined with rain infiltration and high winds. Other adjacent portions of the EIFS appeared to also be loose and at risk of failure. It was important to effectuate repairs as soon as possible to seal the breach in the exterior envelope in order to minimize damage, minimize moisture migration and stabilize the building envelope prior to hurricane season. The CM at Risk Services contract was awarded pursuant to the Small Business Enterprise (SBE) Ordinance in place at the time however GMP amendments initiated after January 1, 2019, are subject to the requirements of the Equal Business Opportunity (EBO) Ordinance. However, this project was awarded as an emergency work order in accordance with sections 2-52 and 2-54(f)(4) of the County's Purchasing Code. The Director of the Facilities Development and Operations Department (FD&O) executed this emergency work order under its construction authority pursuant to the Purchasing Code Section 2-53(f). Pursuant to section 2-80.22 of the Equal Business Opportunity (EBO) Ordinance and the County PPM CW-O-043, this emergency work order is exempt from the EBO requirements. In accordance with PPM CW-F-050, staff is submitting this emergency work order to the Board of County Commissioners as a receive and file item for transparency and for informational purposes. The CM is a local business. **Funding for this project is from the Infrastructure Sales Tax Fund. (Capital Improvements Division) District 3 (MWJ)**

Background and Justification: Continued on Page 3

Attachments:

- 1. Work Order No. 6

Recommended by:  4/5/24
Department Director Date

Approved by:  4/17/24
County Administrator Date

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 general contractors bidding the subcontracts for construction. This project was awarded as an emergency contract to repair the EIFS which failed on the 12th floor of the exterior South Tower of the MDC facility. Emergency Work Order No. 6 authorizes the construction management services for Detention Facilities R/R-MDC South Tower EIFS Repairs project.

**SUMMARY SHEET FOR
WORK ORDER #6
EMERGENCY WORK AUTHORIZATION
HEDRICK BROTHERS CONSTRUCTION CO., INC.**

**MAIN DETENTION CENTER (MDC) SOUTH TOWER EXTERIOR INSULATION
FINISHING SYSTEM (EIFS) REPAIRS
PROJECT NO. 15218
DISTRICT #3**

This Emergency Work Order #6 is for professional Construction Management Services for construction services associated with the MDC South Tower Exterior Insulation Finishing System (EIFS) Repairs project located at 3228 Gun Club Road in West Palm Beach, which has been determined to be an emergency under Section 2-52 of the County's Purchasing Code.

As a result of a portion of failed EIFS at the exterior location of the 12th floor (South West corner) of the South Tower at the Main Detention Center, repairs must be made. Approximately 12 square feet has broken away from the corner. This failure may have been caused by a gradual deterioration of the adhesive combined with rain infiltration and high winds. Other adjacent portions of the EIFS appear to also be loose and at risk of failure. It is important to make repairs and seal the breach in the exterior envelope in order to minimize damage, minimize moisture migration and stabilize the building envelope prior to hurricane season. Repairs will be made to adjacent joints as required by field conditions. While mobilized in the area, further investigations will be made at other suspect areas. This will be done by investigating for cracks and making soundings/tapping to determine if the area adhesive has failed. If County deems necessary, authorization may be granted for additional spot repairs as part of a separate authorization.

This emergency work authorization is exempt from the County's Equal Business Opportunity Program.

**WORK ORDER #6
EMERGENCY WORK AUTHORIZATION
HEDRICK BROTHER CONSTRUCTION CO., INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES**

**MAIN DETENTION CENTER (MDC) SOUTH TOWER EXTERIOR INSULATION
FINISHING SYSTEM (EIFS) REPAIRS
PROJECT NO. 15218**

This emergency Work Order is made as of Mar. 12, 2024 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and Hedrick Brothers Construction Co., Inc., hereinafter referred to as "Construction Manager".

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

WHEREAS, the parties have now negotiated a Guaranteed Maximum Price for this emergency work authorization phase of the Project, including the Construction Manager's fees calculated in accordance with 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 reviewed the record drawings provided by Owner and have had the opportunity to request any other information from the Owner required by a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Work Order, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of performing all work required which Construction Manager identified, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this emergency work for the Project.

The Construction Manager's review and comparison of all Record 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 **\$128,961.00** for the construction phase of this emergency work for the Project. The GMP is based on the GMP Summary which is 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 emergency Work Order will be as follows: The Construction Manager shall substantially complete the work within 30 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$180.00/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:

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

Project Name: MDC South Tower Emergency EIFS Repair
Project No. 15218

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. This emergency work authorization is exempt from the County's Equal Business Opportunity Program under Section 2-80.22 of the Equal Business Opportunity Ordinance.

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

GMP Summary
Public Construction Bond
Form of Guarantee
Insurance Certificate(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.

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

**Witness for Construction Manager
Signature**

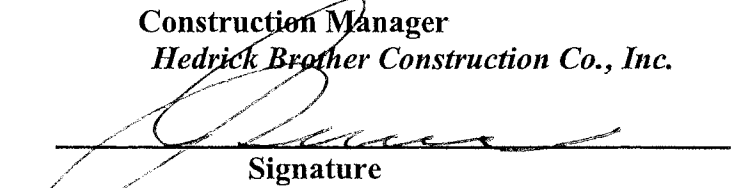


Signature

John Richardson

Name (type or print)

**Construction Manager
Hedrick Brother Construction Co., Inc.**



Signature

Jack Ulich

Name (type or print)

V.P.

Title

Clarifications:

The specialty lift for this work was requested to be secured by the Specialty Subcontractor more than a month ago and is anticipated to be delivered to the Main Detention Center site on or about 03/06/2024.

If this Emergency Work Order cannot be fully executed within the next seven (7) calendar days, it is imperative that Capital Improvements Department notify Construction Manager in order that specialty lift can be re-allocated to next in-line user.

At such time fully executed Work Order is received, we will lock-in requested time frame with supplier and advise upon earliest availability once notified.

Project Name: MDC South Tower Emergency EIFS Repair
Project No. 15218

Attest:



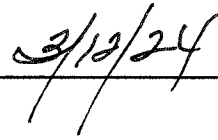
FDO Fiscal

**Palm Beach County, a political
subdivision of the State of Florida, Board
of County Commissioners, By Director,
Facilities Development & Operations
Department**

Signed:


Name: ISAMI AYALA-COLLAZO

Date:



Attach Signed Public Construction Bond
Attach Signed Form of Guaranty
Attach Insurance Certificates

Other Required Attachments

GMP SUMMARY

PBC MDC PH III CCP 166 02.20.2024								
Line No.	Specification	Description	Qty.	U	U/P	Total	Total	Remarks
1							\$130,006.84	\$ 117,036.04
1.1		EIFS Repairs - South Tower	1	ls	\$98,960.84	\$98,960.84		
1.2		MEP Coordinator (\$81.075/ Hr)	20	dys	\$648.60	\$12,072.00		
1.3		Foreman (\$57.60/ Hr)	20	dys	\$460.80	\$9,216.00		
1.4		Assistant Foreman (\$55.375/ Hr)	20	dys	\$443.00	\$8,860.00		
2		Insurance / Bonds / OH&P / Contingency					\$13,221.36	\$ 11,924.16
2.1		General Liability Insurance (1.67%)	1	ls	\$2,171.15	\$2,171.15		
2.2		Builders Risk Insurance (0.45%)	1	ls	\$0.00	\$0		
2.3		Builders Risk Insurance - Wind / Storm (0.00%)	1	ls	\$0.00	\$0		not required - not included
2.4		Performance & Payment Bonds (1.10%)	1	ls	\$1,453.98	\$1,453.98		
2.5		Subcontractor Default Insurance (1.5596%)	1	ls	\$1,543.39	\$1,543.39		
2.6		Overhead / Profit - Hedrick (5.00%)	1	ls	\$4,948.04	\$4,948.04		
2.7		Overhead / Profit - Hedrick (10.00%)	1	ls	\$3,104.80	\$3,104.80		\$ 1,807.60
2.8		Contingency (0.00%)	1	ls	\$0.00	\$0		
2.9		Sales Tax Recovery (0.00%)	1	ls	\$0.00	\$0		
3		Total				\$143,230.20	\$143,230.20	

\$ 128,961.00

D & D QUALITY CONSTRUCTORS, INC.

1409 FORSYTHE ROAD
WEST PALM BEACH, FLORIDA 33405
(561) 433-9515 • FAX (561) 640-5842
LATHING - PLASTERING - DRYWALL

CHANGE ORDER REQUEST #20

CONTRACTOR: HEDRICK BROTHERS CONSTRUCTION CO, INC.
2200 CENTREPARK WEST DRIVE
WEST PALM BEACH, FL 33409

SUBCONTRACT #: 1953701-012

PROJECT: PBC MDC EAST & SOUTH TOWER PHASE III
3228 GUN CLUB ROAD
WEST PALM BEACH, FL 33406

FROM: PERRY A. DIAMOND, JR.

DATE: FEBRUARY 14, 2024

ATTN: JOHN RICHARDSON

SCOPE : PBC MDC SOUTH TOWER - PATCH EIFS

EXTERIOR SCOPE

1. BOOM LIFT
2. DEMO EXISTING EIFS
3. CLEAN CONCRETE SUBSTRATE TO ACCEPT NEW EIFS
4. RE-WORK WATERPROOFING
5. INSTALL EIFS TO MATCH EXISTING

EXTERIOR AREA TO BE INVESTIGATE AND REPAIRED AS REQUIRED

1. SOUTH TOWER STAIR 1: ALL WORK ON NORTHWEST, SOUTHEAST, AND SOUTH WALLS TO BE REPAIRED FROM ROOFLINE DOWN TO APPROXIMATELY 8' WHICH IS THE FIRST HORIZONTAL LINE IN THE EIFS
 - A. STAIR 1 NORTH WEST ELEVATION: INVESTIGATE, REPAIR AS REQUIRED APPROXIMATELY 12LNFT FROM THE CORNER
 - B. STAIR 1 ELEVATION WITH SPLAYED WALL RUNNING NORTHWEST TO SOUTHEAST: INVESTIGATE, REPAIR AS REQUIRED APPROXIMATELY 15LNFT
 - C. SOUTH STAIR 1 SOUTH ELEVATION: INVESTIGATE, REPAIR AS REQUIRED APPROXIMATELY 12LNFT.
2. INVESTIGATE AND REPAIR THE HORIZONTAL LEDGE BELOW ROOFLINE ON THE WALLS ABOVE.

CLARIFICATIONS:

1. DUMPSTER PROVIDED BY GC

LABOR:

SUPERVISOR					
Supervisor	1 EA	120.0 hrs.	@	74.00	8880.00
SETUP / PICK UP MATERIALS / STOCK /					
Laborer	2 EA	24.0 hrs.	@	42.85	2056.80
INSPECT					
Lather	2 EA	16.0 hrs.	@	62.50	2000.00
DEMO PANELS					
Lather	2 EA	56.0 hrs.	@	62.50	7000.00
Laborer	2 EA	56.0 hrs.	@	42.85	4799.20

PREP CONCRETE SURFACES FOR PANELS							
Lather	2	EA	30.0 hrs.	@	62.50	3750.00	
Laborer	2	EA	30.0 hrs.	@	42.85	2571.00	
MESH TIE IN EIFS / VAPOR BARRIER / CAULK AS REQUIRED							
Plasterer	2	EA	36.0 hrs.	@	62.50	4500.00	
Laborer	2	EA	36.0 hrs.	@	42.85	3085.20	
EIFS WORK							
Plasterer	2	EA	72.0 hrs.	@	62.50	9000.00	
Laborer	2	EA	72.0 hrs.	@	42.85	6170.40	
CLEAN UP							
Laborer	2	EA	24.0 hrs.	@	42.85	2056.80	
Total Labor Charge:						-----	\$55,869.40
<u>MATERIALS :</u>							
PROTECTION / PLYWOOD						1325.00	
VAPOR BARRIER / CAULK						1790.00	
EIFS MATERIALS						8525.00	
MISCL TOOL RENTAL AND CONSUMABLES						975.00	
LIFT 125'						21200.00	
FUEL						280.00	
Total Material Charge:						-----	\$34,095.00

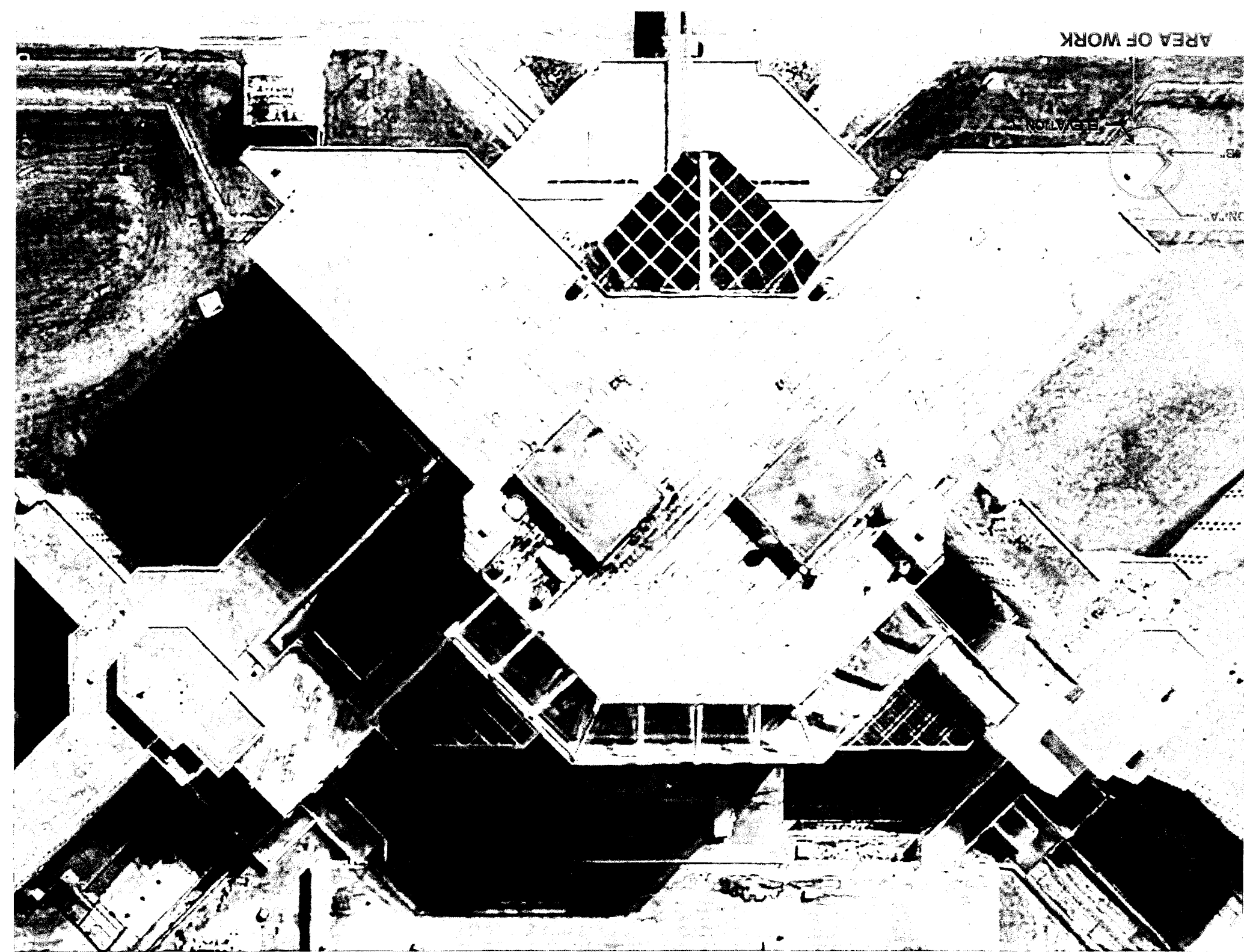
						SUB TOTAL	\$89,964.40
						MARKUP 10%	\$8,996.44

						TOTAL	\$98,960.84

AREA OF WORK

ELEVATION

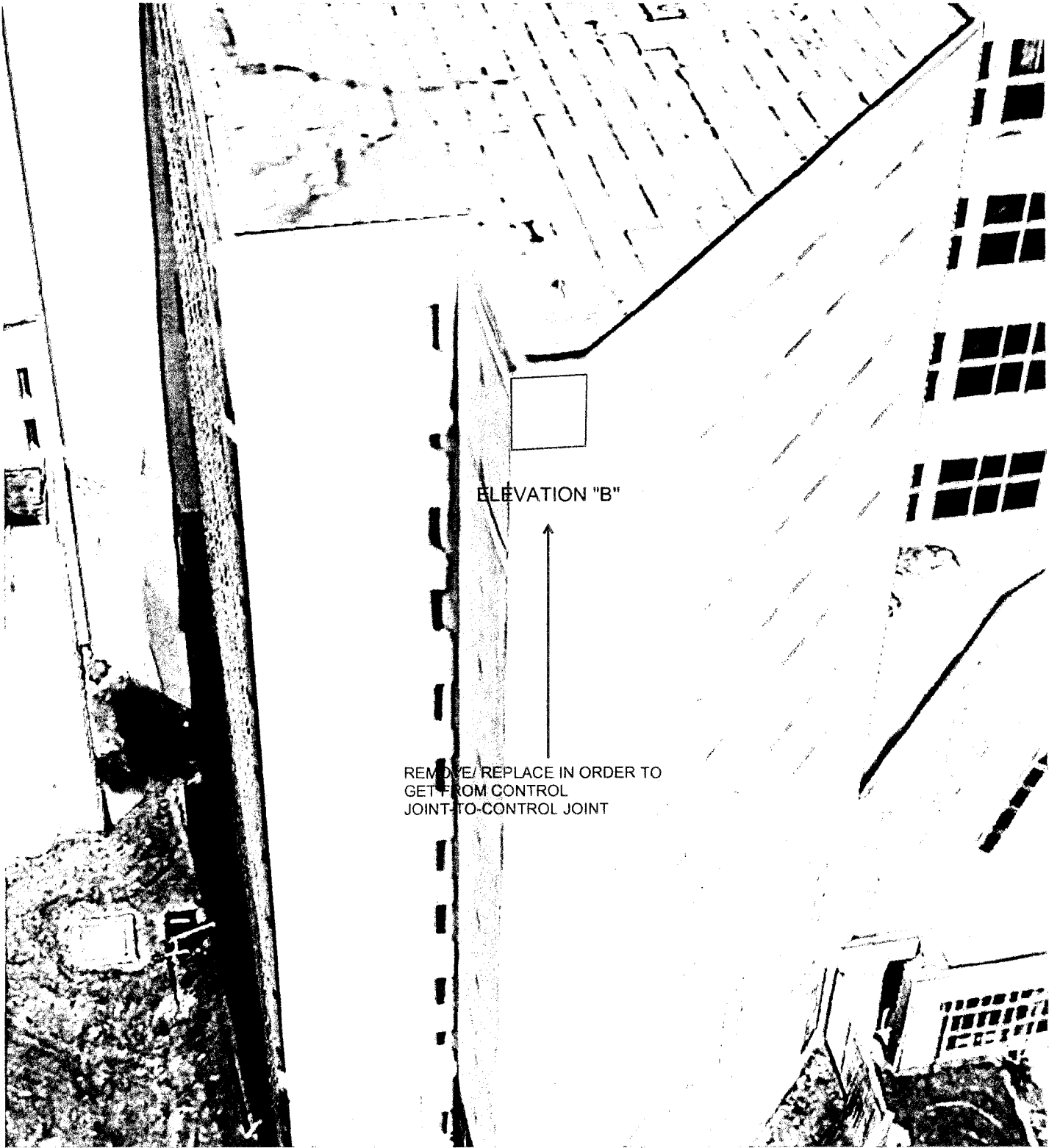
C.N.P.A.





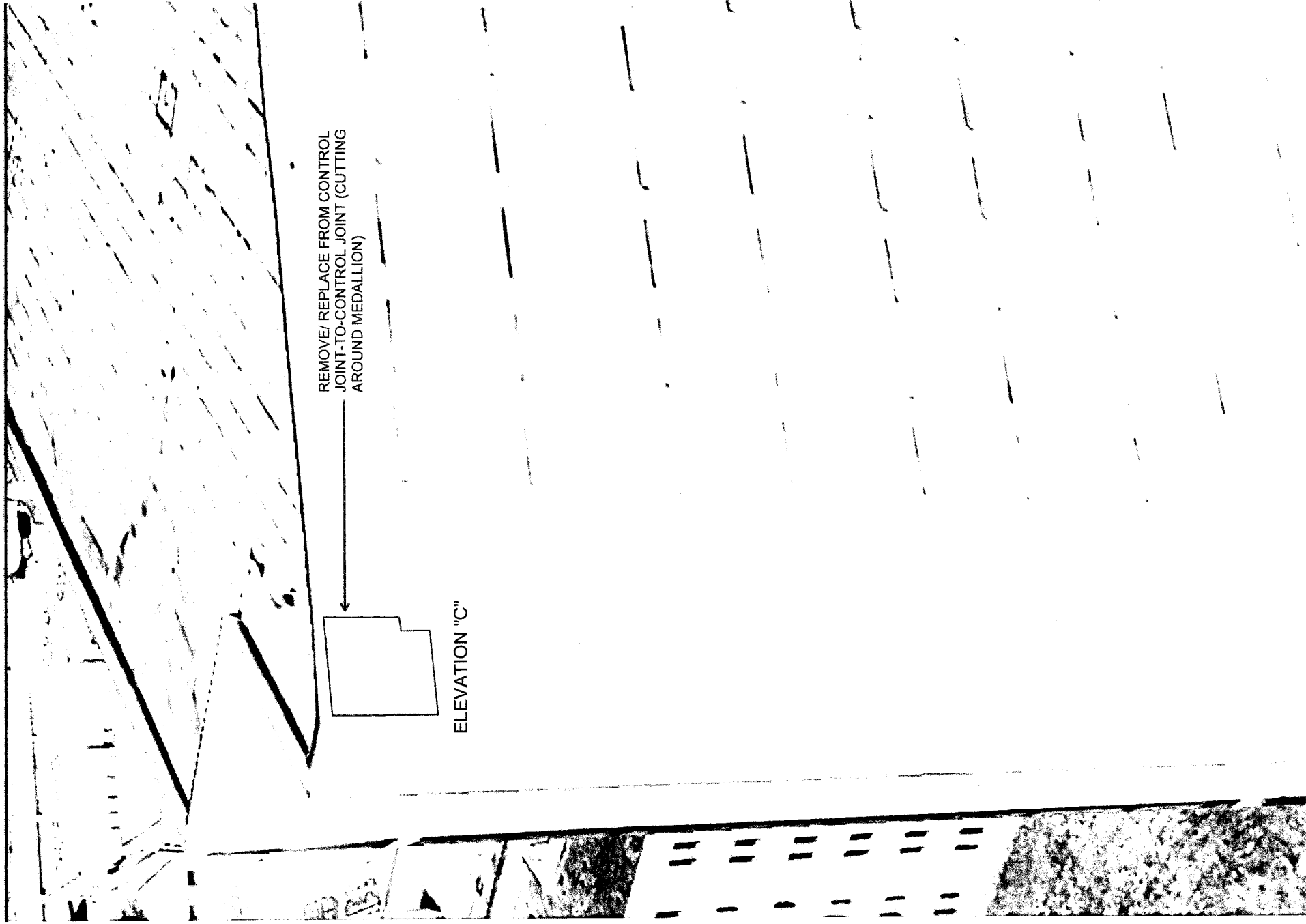
ELEVATION "A"

REMOVE/REPLACE FROM CONTROL
JOINT-TO-CONTROL JOINT (CUTTING
AROUND MEDALLION)



ELEVATION "B"

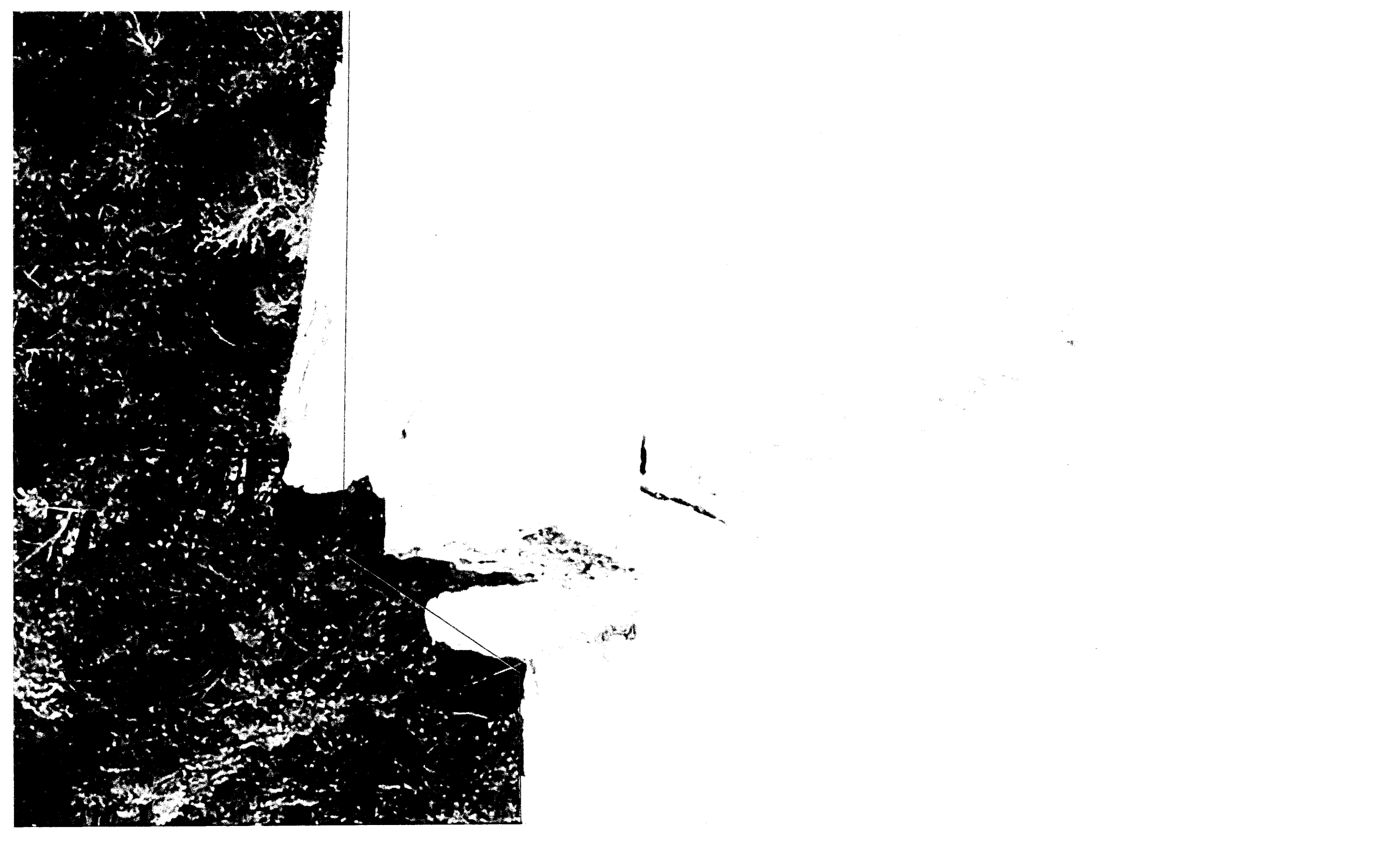
REMOVE/REPLACE IN ORDER TO
GET FROM CONTROL
JOINT-TO-CONTROL JOINT

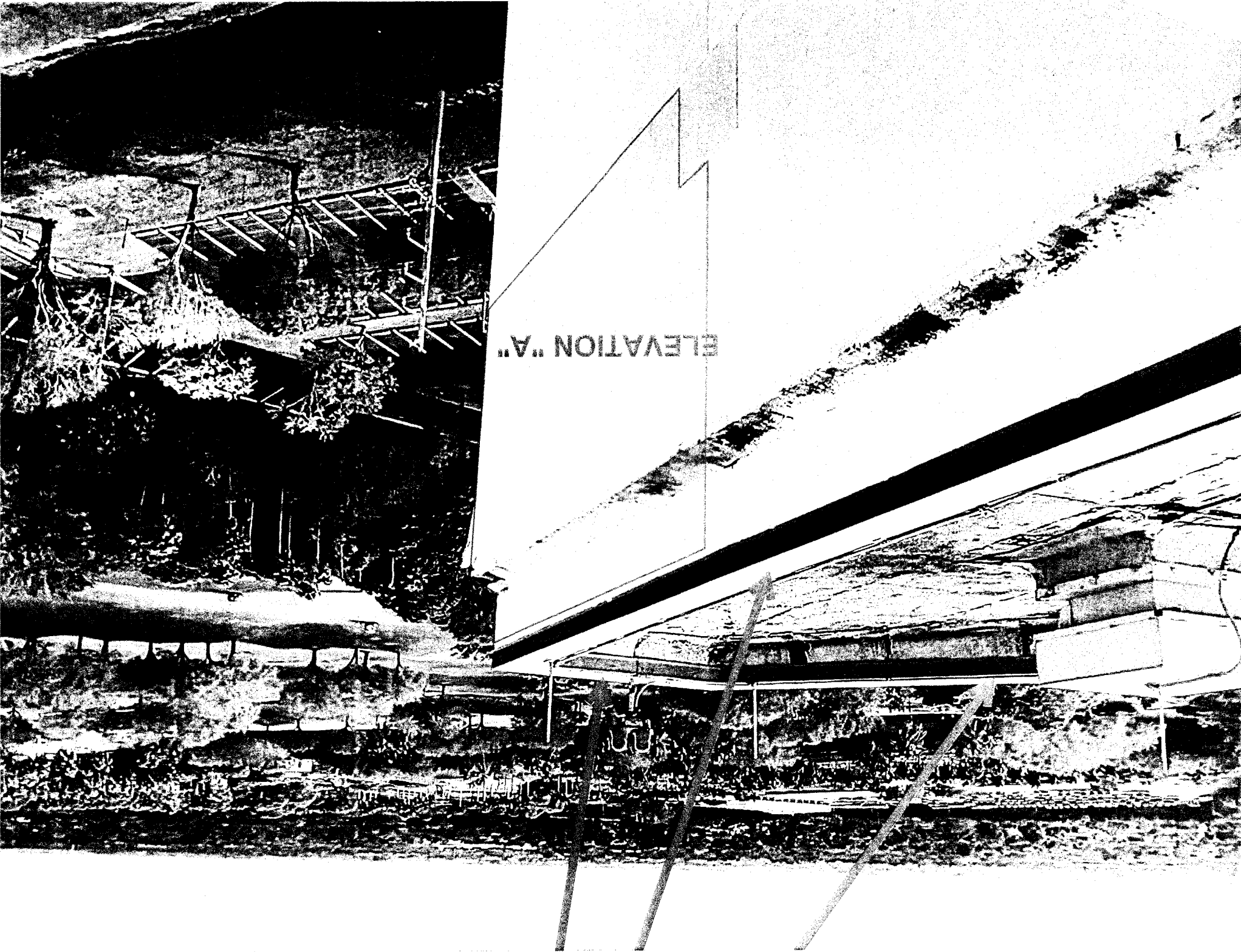


REMOVE/ REPLACE FROM CONTROL
JOINT-TO-CONTROL JOINT (CUTTING
AROUND MEDALLION)

ELEVATION "C"





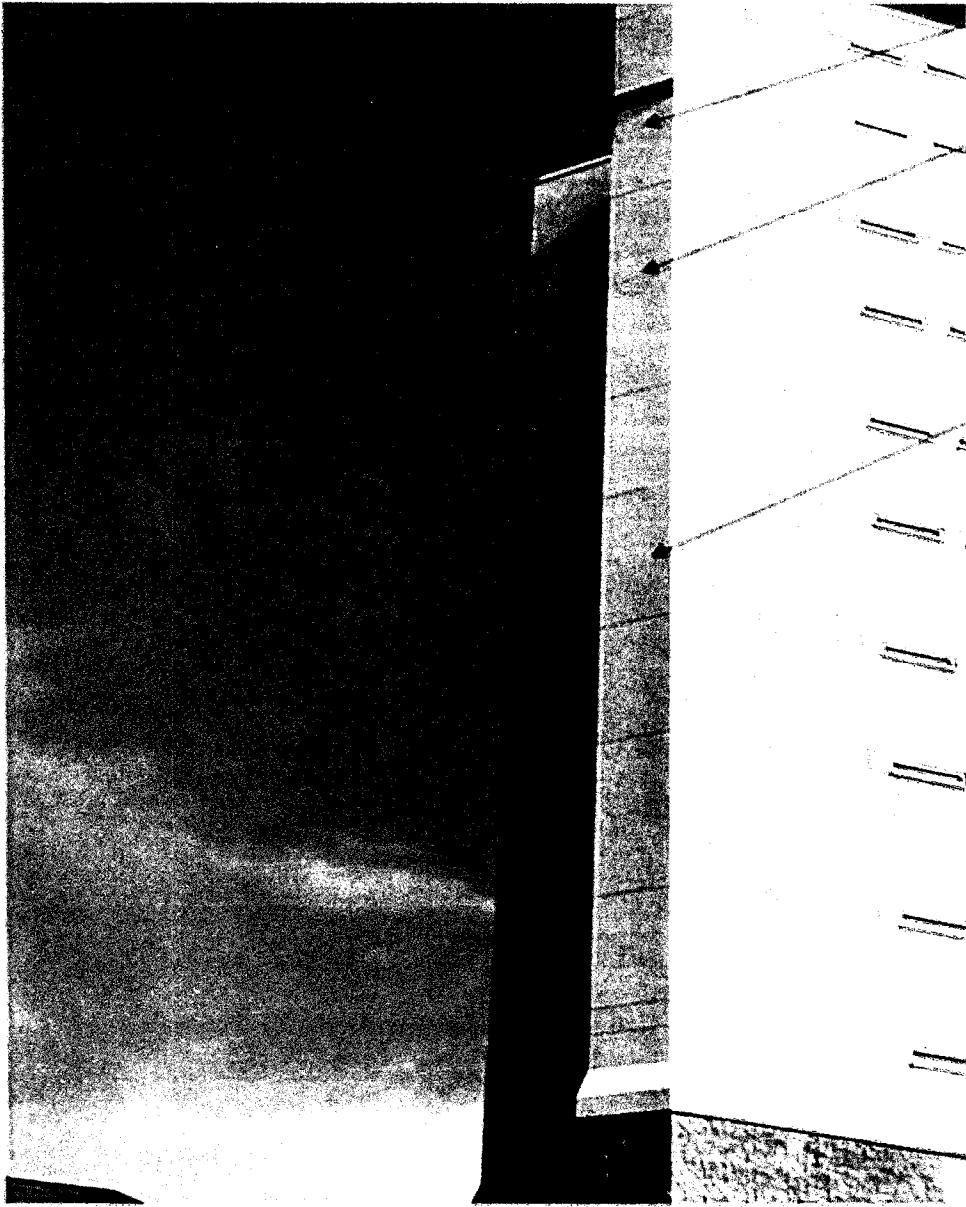


ELEVATION "A"

ELEVATION "B"

REMOVE/REPLACE T
JOINT (TYP)





SUBCONTRACTOR SHALL UTILIZE LIFT WHILE ON-SITE PERFORMING REPAIRS TO FACILITATE A NON-DESTRUCTIVE VISUAL INVESTIGATION BY EIFS MANUFACTURER REPRESENTATIVE TO RENDER OPINION AS TO THE NEED FOR ADDITIONAL REMEDIAL WORK.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 02/20/2024 REQUESTED BY: Jeff Halverson PHONE: 233-0236

PROJECT TITLE: Main Detention Center South Tower Emergency Exterior Insulation Finishing System (EFIS) Repair
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: NA IST PLANNING NO.:

REQUESTED AMOUNT: \$143,229.28 BCC RESOLUTION#: R2016-0430
EFDO #2016-006802 DATE: 04/05/16

CSA or CHANGE ORDER NUMBER: Emergency Work Order #6

LOCATION: 3228 Gun Club Road, WPB BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 15218

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

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

GMP for MDC South Tower Emergency EFIS Repair

CONSTRUCTION	\$143,229.28
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$143,229.28

** 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 \$ _____) Infrastructure Sales Tax (Amount \$ 143,229.28)
State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
Other (source/type: _____ Amount \$ _____)

Department: FD&O

BAS APPROVED BY: [Signature]

DATE 3/6/2024

ENCUMBRANCE NUMBER: KPO 110617-118 CN. 28

CM AT RISK HISTORY

Construction Manager:		Hedrick Brothers		Contract Award Date:		5-Apr-16		SBE Goal:		15%			
Resolution Number:		R-2016-0430		Annual Type:		Construction Manager @ Risk		Monitored By:		CID			
Annual Type:		Detention Facilities Projects		Total		\$40,791,516.00		\$23,265,520.71 <td colspan="2">57.04%</td>		57.04%			
TRK#	Order Number	Amendment #8	Amount	SBE Amount	SBE Hispanic or Black	Project Number	Requested By	Request Date	Services	Approved	By	SBE %	Hispanic or Black
			\$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	17.00%	
2			\$10,455.00	\$1,849.00		17209	Mike McPherson	17-Feb-17	Preconstruction Services for Chiller Plant Replacement	10-Mar-17	DIR	17.48%	
3			\$79,885.00	\$12,130.00			Mike McPherson (cc)	2-May-17	Preconstruction Services for WDC A&B Pods	27-Sep-17	CRC	15.00%	
	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	1.00%	
	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	58.70%	
	3		\$7,553,277.00	\$5,142,906.00		15218	Mike McPherson	30-Mar-18	WDC Pods A & B	1-May-18	BCC	68.00%	
	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	66.80%	
4			\$80,076.00	\$12,506.00		15218	Mike McPherson	4-Nov-19	MDC East Tower	11-Dec-19	CRC	15.00%	
5			\$17,102.00	\$2,464.00		18204	Mike McPherson	20-Apr-20	MDC Generator Enhancements	12-Aug-20	DIR	14.38%	
	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	54.38%	
6			\$78,979.00	\$12,506.00		15218	Mike McPherson	9-Jun-20	West Tower R/R	9-Sep-20	CRC	15.00%	
	6		\$0.00	\$0.00		15218	Melicia Wilson	19-Jan-21	Contract Term Extension	9-Mar-21	BCC	0.00%	
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	37.38%	
	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	33.60%	
	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 Halverson	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 Halverson	27-Jul-22	Main Detention Center Central Energy Plant Chiller 3&4 Replacement	9/13/2022 - R2022-0247	BCC	49.23%	0.00%
	9		\$1,837,720.00	\$145,918.00			Jeff Halverson	2-Feb-23	East Tower Rain Water Leader/Sanitary Pipelining	3/14/23 - R2023-0303	BCC	7.95%	
	10						Jeff Halverson	3-May-23	MDC Phase III - Painting				
6			\$128,961.00	N/A - Exempt		15218	Jeff Halverson	20-Jan-24	Emergency Repair MDC South Tower EFIS Reparis				
		Total	\$40,791,516.00	\$23,265,520.71	\$0.00							57.04%	0.00%

EMERGENCY
AUTHORIZATION TO
PROCEED

Fernando DelDago

From: Isami Ayala-Collazo
Sent: Monday, February 19, 2024 7:59 PM
To: Fernando DelDago
Cc: Karyn Sykes; Jeff Halverson; Shethal Sinanan; Gigi Jones; Mark Broderick
Subject: RE: PREX 15218 RE: South Tower (West Building) Effis Damaged

Fernando,
You are authorized to proceed. However, Mark needs to review the emergency WO to ensure all remains compliant. ✓

Cordially,

Isami

From: Fernando DelDago <FDelDago@pbcgov.org>
Sent: Friday, February 16, 2024 11:19 AM
To: Isami Ayala-Collazo <IAyalaCollazo@pbc.gov>
Cc: Karyn Sykes <KSykes@pbcgov.org>; Jeff Halverson <JHalverson@pbcgov.org>; Shethal Sinanan <SSinanan@pbcgov.org>; Gigi Jones <GJones1@pbcgov.org>
Subject: RE: PREX 15218 RE: South Tower (West Building) Effis Damaged

Isami, Hedrick Brothers and their subcontractors have finalized their proposal to complete the known emergency repairs to the EIFS wall system at the MDC Tower. The contractor noted that the proposal took some time to finalize as the specialized lift/crane required to access the required height (12 floors) was very difficult to source. Below is the summary of time required and value to complete the work (Including specialized High-Lift Crane Rental Required). The proposal includes a description of the areas found to require repair based on the limited site observation they could complete from the roof of the facility and limited drone footage that was made available by PBSO. Any additional areas found (once the Lift/Crane is mobilized) will be brought to CID's attention and will be relayed to you for determination on how to move forward.

The estimated cost for the known emergency repairs to the EIFS at the MDC Tower is \$143,229.28. Based on above and proposal included, please confirm if we may proceed with an Emergency Work Order Authorization to Hedrick Brother Construction, who is currently on site completing other work at the MDC. Brenda had provided the attached Emergency work Order for the PBSO Evidence work, which we will use as the basis for the additional work, if acceptable.

Please reach out if you have any questions or need to further discuss.

Thank you
Fernando

From: John Richardson <johnrichardson@hedrickbrothers.com>
Sent: Wednesday, February 14, 2024 8:19 AM
To: Jeff Halverson <JHalverson@pbcgov.org>
Cc: Jack Ullrich <jullrich@hedrickbrothers.com>; Monica Crowley <mcrowley@hedrickbrothers.com>; John Varney <jvarney@hedrickbrothers.com>
Subject: RE: EIFS

This Message Is From an External Sender

This message came from outside your organization.

I will do so. Please see below and attached additional information just received.

Duration of work: Anticipated at (4) weeks

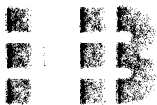
Mobilization: 2-3 weeks anticipated from NTP (for crew/ Lift)

Excluding inclement weather days (rain/ high winds for operating at height required for repairs.

I will make adjustments requested.

PBC MDC PH III CCP XXX (STWR EIFS REPAIRS ORDER OF MAGNIT						
Line No.	Specification	Description	Qty.	U	U/P	Total
1						
1.1		EIFS Repairs - South Tower	1	ls	\$98,960.00	\$98,960.00
1.2		MEP Coordinator	20	dys	\$648.60	\$12,972.00
1.3		Foreman	20	dys	\$460.80	\$9,216.00
1.4		Assistant Foreman	20	dys	\$443.00	\$8,860.00
2		Insurance / Bonds / OH&P / Contingency				
2.1		General Liability Insurance (1.67%)	1	ls	\$2,171.13	\$2,171.13
2.2		Builders Risk Insurance (0.45%)	1	ls	\$0.00	\$0
2.3		Builders Risk Insurance - Wind / Storm (0.00%)	1	ls	\$0.00	\$0
2.4		Performance & Payment Bonds (1.10%)	1	ls	\$1,453.97	\$1,453.97
2.5		Subcontractor Default Insurance (1.5596%)	1	ls	\$1,543.38	\$1,543.38
2.6		Overhead / Profit - Hedrick (5.00%)	1	ls	\$4,948.00	\$4,948.00
2.7		Overhead / Profit - Hedrick (10.00%)	1	ls	\$3,104.80	\$3,104.80
2.8		Contingency (0.00%)	1	ls	\$0.00	\$0
2.9		Sales Tax Recovery (0.00%)	1	ls	\$0.00	\$0
3		Total				\$143,229.28

Thank You



#WeAreBuilders

John Richardson

Project Manager

Hedrick Brothers Construction

561-662-0785 • johnrichardson@hedrickbrothers.com

2200 Centrepark West Drive • West Palm Beach • FL • 33409

HedrickBrothers.com [hedrickbrothers.com] • CGC013137

[\[linkedin.com\]](#) [\[facebook.com\]](#)
[\[facebook.com\]](#) [\[instagram.com\]](#)

This message (including any attachments) may contain confidential, proprietary, privileged and/or private information. The information is intended to be for the use of the individual or entity to whom it is addressed. If you are not the intended recipient of this message, please notify the sender immediately and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.

From: Isami Ayala-Collazo <IAyalaCollazo@pbcgov.org>
Sent: Friday, January 5, 2024 3:32 PM
To: Fernando DelDago <FDeIDago@pbcgov.org>
Subject: RE: PREX 15218 RE: South Tower (West Building) Effis Damaged

Thank you for the notification, Fernando and in agreement that we need to promptly address.

Cordually,

Isami

From: Fernando DelDago <FDeIDago@pbcgov.org>
Sent: Friday, January 5, 2024 3:31 PM
To: Isami Ayala-Collazo <IAyalaCollazo@pbcgov.org>
Subject: PREX 15218 RE: South Tower (West Building) Effis Damaged

Isami, I am in receipt of the following information with photos of EIFS Damage at the South Tower (West Building) of the Main Detention Center. Jeff Halverson will be visiting the site on Monday and will review the condition with Hedrick Brothers. As a reminder, we completed additional EIFS delamination work on the other Tower last year.

Based on photos, it appears that we will need to promptly address in order to minimize additional delamination. I will provide an update after they meet on site and the specialty subcontractor has a chance to review.

Fernando

From: Jeff Halverson <JHalverson@pbcgov.org>
Sent: Friday, January 5, 2024 1:13 PM
To: Shadana Iliopoulos <IliopoulosS@pbso.org>; Anthony Harris A. <AHARRIS2@pbcgov.org>; Jeffery Smith <Jrsmith1@pbcgov.org>; Jim Alexander <JLalexan@pbcgov.org>; Matt Anderson D. <MDAnderson@pbcgov.org>; Fernando DelDago <FDeIDago@pbcgov.org>; John Richardson <johnrichardson@hedrickbrothers.com>; Ray Thompson <RThompson1@pbcgov.org>; Hector Pazos <HPazos@pbcgov.org>
Cc: MDC Lieutenants <mdclieutenants@pbso.org>; MDC Sergeants <mdcsergeants@pbso.org>; Captains Corrections <CaptainsCorrections@pbso.org>; Intake Lieutenants DL <IntakeLieutenantsDL@pbso.org>; Intake Sergeants DL <IntakeSergeantsDL@pbso.org>; Michael Devoter <devoterm@pbso.org>; Darlyn Morris <MorrisD@pbso.org>
Subject: 15218 RE: South Tower (West Building) Effis Damaged

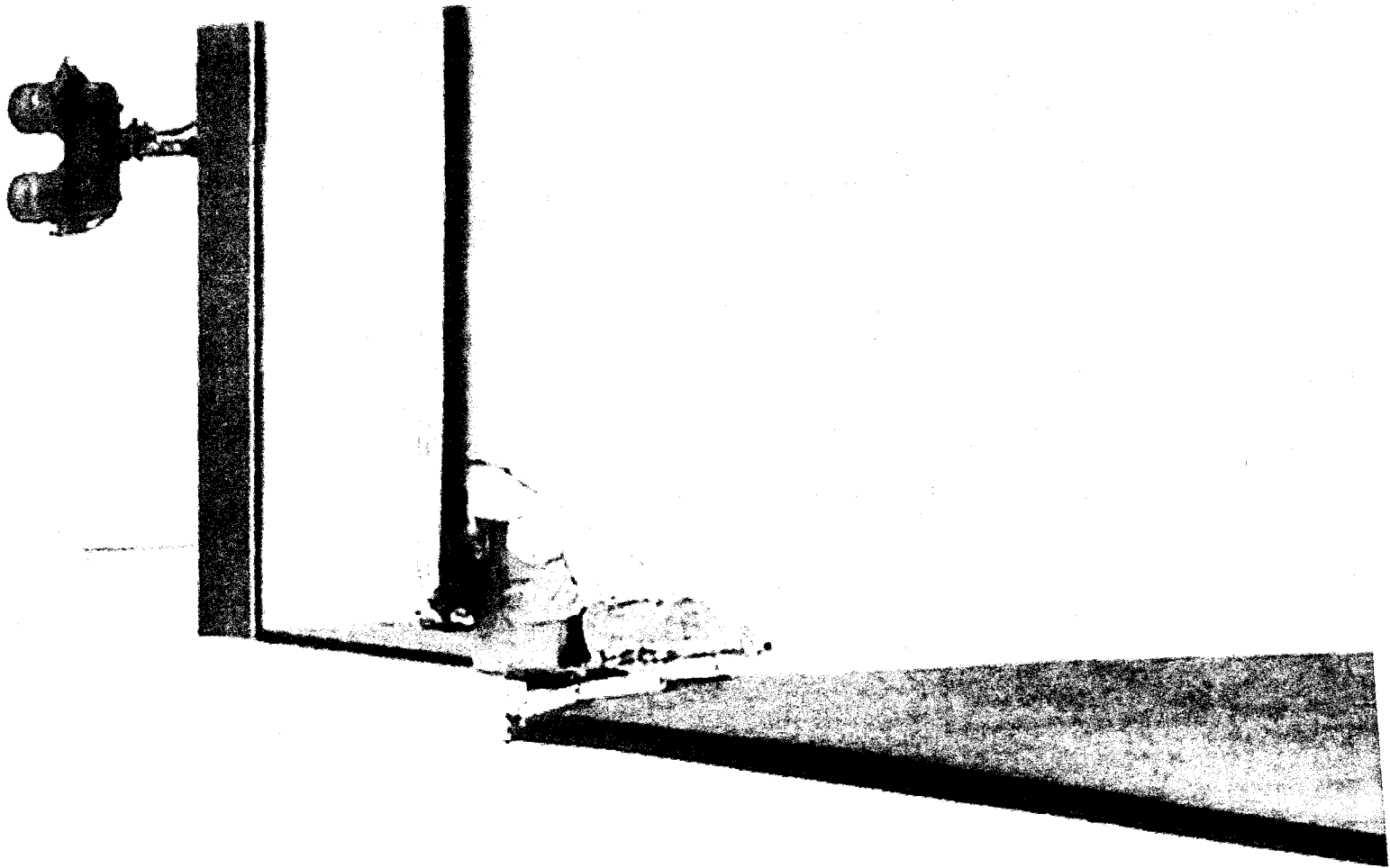
I'll come by on Monday and look at it and lets get up on the roof to see it closer. I want to see if we can tell if the rest of the material is coming loose and if there is swing stage supports in the area.

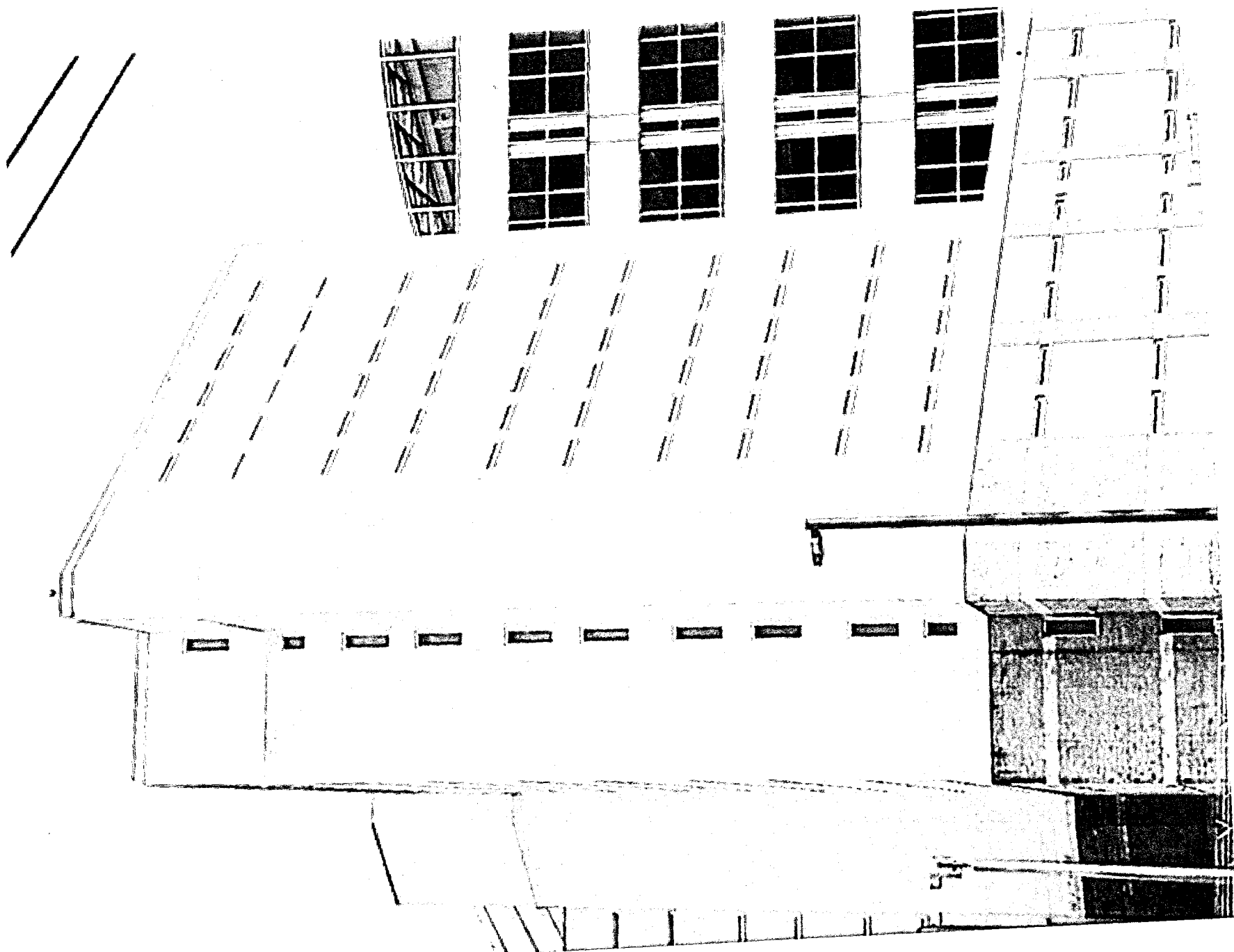
Thanks

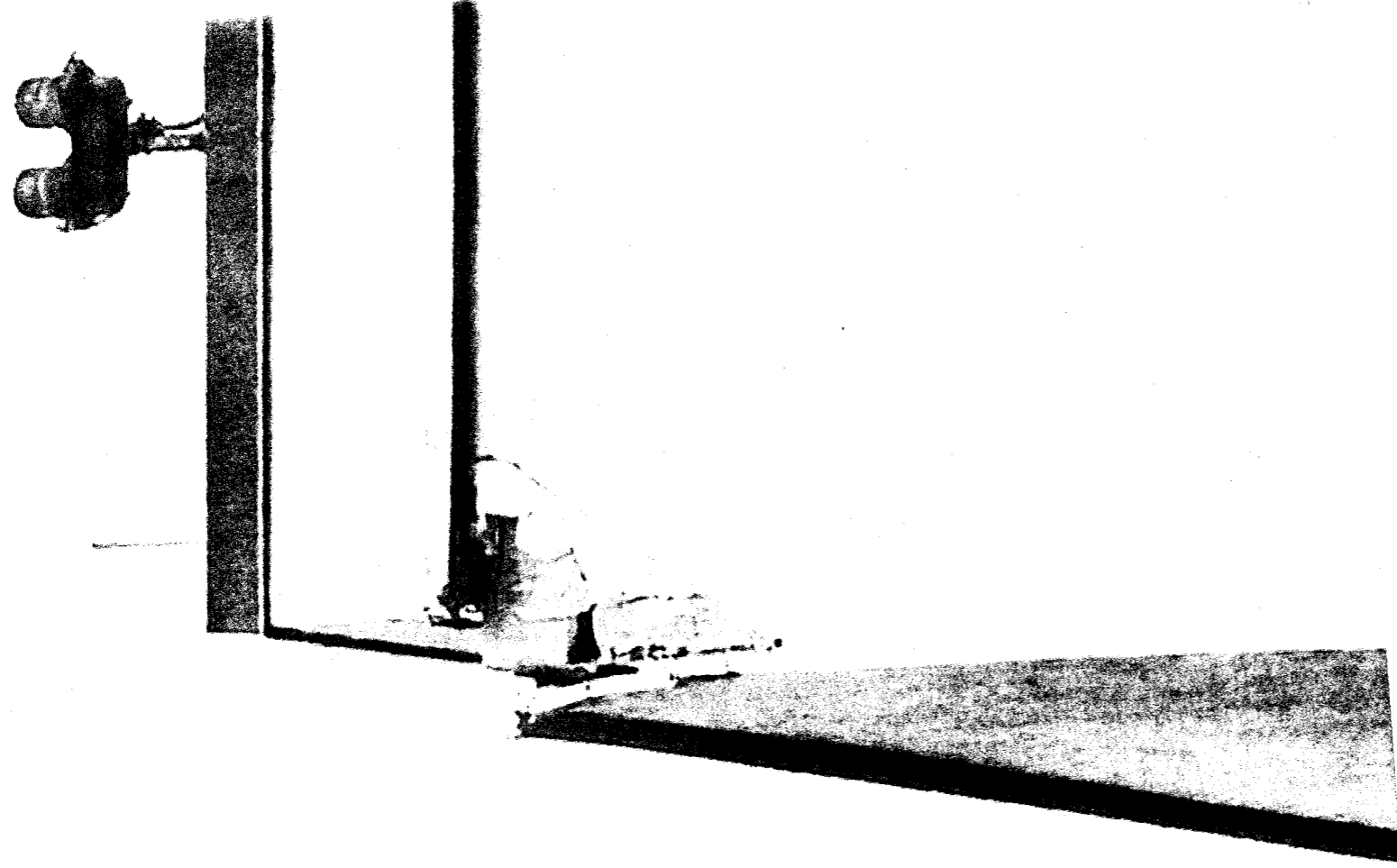
From: Iliopoulos, Shadana U <IliopoulosS@pbso.org>
Sent: Friday, January 5, 2024 12:11 PM
To: Jeff Halverson <JHalverson@pbcgov.org>; Anthony Harris A. <AHARRIS2@pbcgov.org>; Jeffery Smith <Jrsmith1@pbcgov.org>; Jim Alexander <JLalexan@pbcgov.org>; Matt Anderson D. <MDAnderson@pbcgov.org>

Cc: MDC Lieutenants <mdclieutenants@pbso.org>; MDC Sergeants <mdcsergeants@pbso.org>; Captains Corrections <CaptainsCorrections@pbso.org>; Intake Lieutenants DL <IntakeLieutenantsDL@pbso.org>; Intake Sergeants DL <IntakeSergeantsDL@pbso.org>; Michael Devoter <devoterm@pbso.org>; Darlyn Morris <MorrisD@pbso.org>
Subject: South Tower (West Building) Effis Damaged

Good morning Facilities Management, while escorting the contractors outside the Transition Team Deputy Ojeda noticed a corner of the Southwest building falling apart. See Photographs below.







Sergeant Shadana U. Iliopoulos #8812



3111 West Dr Martin Luther King Jr Boulevard, Suite 350
Tampa, FL 33607

813.498.1183 office
813.464.7807 fax

www.sspins.com

March 13, 2024

Palm Beach County Board of County Commissioners
2633 Vista Parkway
West Palm Beach, FL 33411-5604

Re: Hedrick Brothers Construction Co., Inc.
Project: Main Detention Center South Tower Exterior Insulation Finishing System Repairs
Bond No: 107910910

To Whom It May Concern:

We have executed the referenced bond on behalf of the above captioned contractor in favor of Palm Beach County. Please note that we have not dated the Form of Guarantee with the substantial completion date.

Please accept this letter as authorization to date the Form of Guarantee. When dated, please email a copy to Melissa Beckworth at mbeckworth@sspins.com.

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

Best Regards,
Travelers Casualty and Surety Company of America

A handwritten signature in black ink, appearing to read "James C. Congelio".

James C. Congelio
Attorney-In-Fact



PUBLIC CONSTRUCTION BOND

BOND NUMBER 107910910

BOND AMOUNT \$128,961.00 One Hundred Twenty Eight Thousand
Nine Hundred Sixty One Dollars & 00/100

CONTRACT AMOUNT \$128,961.00 One Hundred Twenty Eight Thousand
Nine Hundred Sixty One Dollars & 00/100

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

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

CONTRACTOR'S PHONE: 561-689-8880

SURETY COMPANY: Travelers Casualty and Surety Company of America

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

SURETY'S PHONE: 813-498-1183

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

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

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: Main Detention Center South Tower Exterior Insulation Finishing System Repairs

PROJECT NUMBER: 15218

CONTRACT NUMBER (to be provided after Contract award): R2016-0430

DESCRIPTION OF WORK: South Tower at the Main Detention Center 12 square feet has broken away

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

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

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

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

Dollars (\$ **\$128,961.00**)
One Hundred Twenty Eight Thousand Nine Hundred Sixty One Dollars & 00/100
(Here insert a sum equal to the Contract Price)

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

WHEREAS,

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

Project Name: **Main Detention Center South Tower Exterior Insulation Finishing System Repairs**
Project No.: **15218**
Project Description: **South Tower at the Main Detention Center 12 square feet has broken away**
Project Location: **3228 Gun Club Road, West Palm Beach, FL 33406**

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: **Leo A Daly Company**
LOCATION OF FIRM: **1400 Centerpark Blvd., Suite 500, West Palm Beach, FL 33401**
PHONE: **561-688-2111**

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 **South Tower at the MDC 12 square feet has broken away** 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.

Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

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

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

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

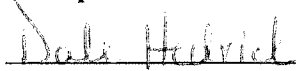
Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

Dated on March 8, 2024

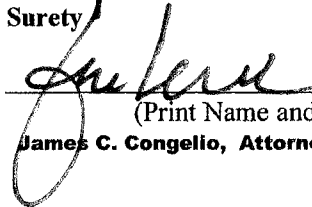

Witness


Witness **Kari Schmor, Account Manager**


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


(Print Name and Title)

Travelers Casualty and Surety Company of America
Surety (Seal)


(Print Name and Title)
James C. Congello, Attorney-In-Fact

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

FORM OF GUARANTEE

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

We the undersigned hereby guarantee that the (insert Project Name, Project No. 15218) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

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

By: 
(Contractor Signature)

Dale Hedrick
(Print Name and Title)

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

By: 
(Surety Signature)

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

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED



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

POWER OF ATTORNEY

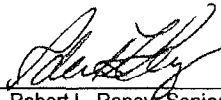
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that 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

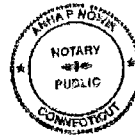
City of Hartford ss.

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

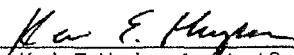
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **8th** day of **March**, **2024**




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.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2024

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): 813-498-1197 E-MAIL ADDRESS: jhogeland@sspins.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Hedrick Brothers Construction Co., Inc. 2200 Centrepark West Drive Suite 100 West Palm Beach FL 33409	License#: 70726 HEDRBRO-01	INSURER A: JAMES RIVER INS CO INSURER B: FCCI INS CO INSURER C: Landmark American Insurance INSURER D: Arch Specialty Insurance Co. INSURER E: INSURER F:	12203 10178 33138 21199

COVERAGES

CERTIFICATE NUMBER: 2087895964

REVISION NUMBER:

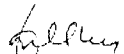
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Ind Contr Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	00093047-4	6/30/2023	6/30/2024	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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA10004898304	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
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	00104617-3 LHA103102	6/30/2023 6/30/2023	6/30/2024 6/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Each Occurrence & Agg \$ 5,000,000 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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				
D B	Professional Liability Leased/Rented Equipment			PDCPP0009908 CM10004898004	6/30/2023 6/30/2023	6/30/2024 6/30/2024	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**CANCELLATION**

Palm Beach County c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach FL 33411 USA	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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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract or written agreement

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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 – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered 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.

A. 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

State(s) or political subdivision(s) where required for permit

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 insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Where required by written contract or written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

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.

**AUTOMATIC INSURED – BUSINESS AUTO POLICY
PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.
2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

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

- h. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.
- B. Paragraphs (2) and (4) under section 2. **Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:
- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the "insured" solely at our request, including actual loss of earnings up to \$500 a day because of time off from work.
- C. Paragraph 5. under section B. **Exclusions** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

- A. Paragraph 4. **Coverage Extensions** under section A. **Coverage** is deleted and replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a total maximum of \$1,500 for temporary transportation expense incurred by you due to covered loss to any covered auto. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after a loss and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is \$75 per day, to a total maximum of \$1,500.

- B. The following is added to paragraph 4. **Coverage Extensions** under section A. **Coverage**:

c. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.

No deductible applies to this additional coverage.

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.

(3) Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss:**

This duty applies when the “accident”, claim, “suit” or “loss” is first known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation; or
- (d) A member or manager, if you are a limited liability company.

B. Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

C. The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions:**

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own;
 - (1) Any covered “auto” you lease, hire, rent or borrow; and
 - (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”, nor is any “auto” you hire from any of your “employees”, partners (if you are a partnership), members (if you are a limited liability company), or members of their households.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2023

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 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
INSURED Hedrick Brothers Construction Co Inc 2200 Centrepark West Dr #100 West Palm Beach FL 33409-6473	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Bridgefield Employers Ins. Co.	10701
	INSURER B:		
	INSURER C:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 2023 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.

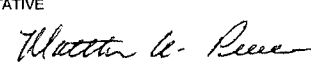
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> 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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED 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	Y/N N	N/A	Y	0830-54896	11/17/2023	11/17/2024	<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)

Re: MDC E&S Towers Phase 111:When required by written contract, a Waiver of Subrogation is granted with respect to Workers Compensation for the Certificate Holder Palm Beach County Commissioners, a political subdivision of the State of Florida, its officers, employees, and agents c/o Facilities Development & Operations Department.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Capital Improvements Division 2633 Vista Parkway West Palm Beach FL 33411	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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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

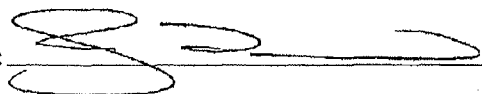
Date Prepared: September 8, 2023

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: November 17, 2023

Policy Number: 830-54896

Countersigned by:



Insured: Hedrick Brothers Construction Company, Inc.

WC 00 03 13 (Ed. 4-84)

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