

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

Meeting Date: June 4, 2013

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Budget transfer in the amount of \$244,000 in the 30.5M GO 03 Bond Fund from the Reserves to the Jupiter Library Renovation Project;

B) Budget transfer in the amount of \$535,000 in the 22.3M GO 06 Bond Fund from the Reserves to the Jupiter Library Renovation Project;

C) Budget transfer in the amount of \$1,194,000 in the Library Expansion Program Fund from the Reserves to the Jupiter Library Renovation Project; and


D) Amendment No. 2 to the contract with Trillium Construction Inc. (R-2012-1002) in the amount of \$1,250,676 for construction management services for Jupiter Branch Library Renovations establishing a Guaranteed Maximum Price (GMP).

Summary: The work includes mechanical, plumbing, electrical, interior upgrade and reconfiguration of the interior spaces, and exterior building, landscaping, and site improvements. The Jupiter Branch Library has reached an age that necessitates renovation and upgrade of the building systems as well as technology upgrades and interior and exterior refinishing. Amendment No. 2 establishes a GMP of \$1,250,676 and 159 calendar days for completion. The GMP includes the cost of work, the construction manager's fee and a contractor contingency. The Small Business Enterprise (SBE) goal for this contract is 15%. Trillium Construction Inc.'s SBE participation for this project is 19%. Trillium is a Palm Beach County firm and is using local subcontractors for 96% of the work. This GMP is funded from General Obligation Bonds issued in 2003 & 2006 and Ad Valorem taxes. The Budget Transfer also includes \$704,824 for furniture and a contingency. (Capital Improvements Division) District 1 (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.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Budget Transfer A(1539)
- 4. Budget Transfer B(1538)
- 5. Budget Transfer C(1542)
- 6. Amendment No. 2

Recommended by: 

Department Director

Date

Approved by:


County Administrator


Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	\$1,973,000	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$1,973,000				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No X

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Reporting Category _____

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

Funded from General Obligations Bond issued in 2003 & 2006 and Ad Valorem taxes.

Construction	\$1,250,676
Staff Costs	\$ 17,500
Other Costs	\$ 704,824
	\$1,973,000

[Signature] 5-13-13

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

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

[Signature] 5/14/2013
OFMB ce jp
5/14 5/15 5/14

[Signature] 5/21/13
Contract Administrator
5-21-13 BCD/kefer

B. Legal Sufficiency:

[Signature] 5/23/13
Assistant County Attorney

C. Other Department Review:

[Signature]
Department Director

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

LOCATION MAP



**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 04/29/13

REQUESTED BY: Anil Patel

PHONE: 233-0271

FAX: 233-0270

PROJECT TITLE: Jupiter Branch Library Renovations

PROJECT NO.: 12206

ORIGINAL CONTRACT AMOUNT: NA - Annual

BCC RESOLUTION#: R2012-1002

DATE: 07/10/12

REQUESTED AMOUNT: \$1,268,176

CSA or CHANGE ORDER NUMBER: Amendment #2

CONSULTANT/CONTRACTOR: Trillium Construction Inc.

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

Preconstruction Services

CONSTRUCTION	<u>\$1,250,676</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	<u>\$ 17,500</u>
MISC. (permits, prints, advertising)	
TOTAL	\$1,268,176

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

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: ³⁰²¹3028 DEPT: 321 UNIT: L065

OBJ: 6502 - 244,000
6502 - 535,000
6502 - 471,676
6505 - 17,500

FUNDING SOURCE (CHECK ALL THAT APPLY):

AD VALOREM OTHER

FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? YES NO

BAS APPROVED BY: 

DATE: 5/7/2013

ENCUMBRANCE NUMBER: _____

13 - 0911

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA


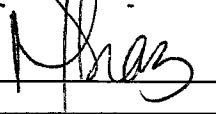
BGEX - 321 - 050613 - 1539

BUDGET TRANSFER
FUND 3021 30.5M GO 03, LIBRARY IMPROVEMENTS

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/06/13	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>JUPITER LIBRARY RENOVATION</u>							
321-L065 6502 Building Construction - Cip	0	0	244,000		244,000	0	244,000
<u>RESERVES</u>							
321-9900 9909 Res-Improvement Program	186,778	244,752		244,000	752		752
TOTAL APPROPRIATIONS & EXPENDITURES			244,000	244,000			

PALM BEACH COUNTY
LIBRARY SYSTEM
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates
 5/7/13
 5/10/2013
5/15

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF JUNE 4, 2013
Deputy Clerk to the
Board of County Commissioners

13 - 09/12

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BGEX - 321 - 050613 - 1538

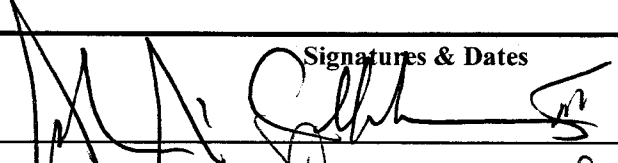
BUDGET TRANSFER
FUND 3022 22.3M GO 06, LIBRARY DISTRICT IMPROVEMENT


ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/06/13	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>JUPITER LIBRARY RENOVATION</u>							
321-L065 6502 Building Construction - CIP	0	0	535,000		535,000	0	535,000
<u>RESERVES</u>							
321-9900 9908 Res-New Projects	452,861	535,573		535,000	573		573
TOTAL APPROPRIATIONS & EXPENDITURES			535,000	535,000			

PALM BEACH COUNTY
LIBRARY SYSTEM
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

 5/7/13

 5/10/2013

sp 5/15

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF JUNE 4, 2013

Deputy Clerk to the
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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

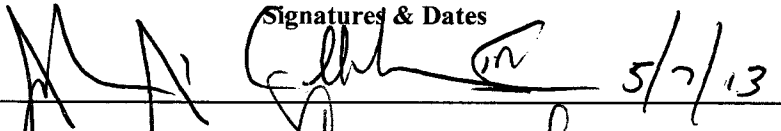
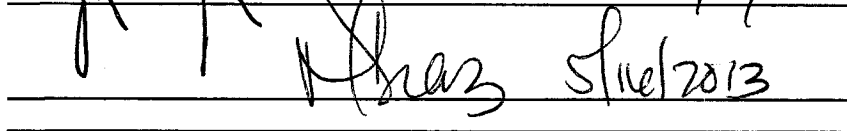
BGEX - 321 - 050713 - 1542

BUDGET TRANSFER
FUND 3751 LIBRARY EXPANSION PROGRAM

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/07/13	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>JUPITER LIBRARY RENOVATION</u>							
321-L065 3457 Moving Expense-County Property	0	0	55,000		55,000	0	55,000
321-L065 4608 Rep/Maint-Convict Labor	0	0	60,000		60,000	0	60,000
321-L065 5111 Office Furniture And Equipment	0	0	100,000		100,000	0	100,000
321-L065 6401 Machinery & Equipment	0	0	85,000		85,000	0	85,000
321-L065 6502 Building Construction - Cip	0	0	879,000		879,000	0	879,000
321-L065 6505 Design/Eng/Mgmt - Cip Admin	0	0	15,000		15,000	0	15,000
					0		0
<u>RESERVES</u>							
321-9900 9908 Res-New Projects	5,416,442	6,218,006		1,194,000	5,024,006		5,024,006
TOTAL APPROPRIATIONS & EXPENDITURES			1,194,000	1,194,000			

PALM BEACH COUNTY
LIBRARY SYSTEM
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates



BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF JUNE 4, 2013

Deputy Clerk to the
Board of County Commissioners

**AMENDMENT NO. 2 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
JUPTIER BRANCH LIBRARY
PROJECT NO. 12206**

WHEREAS, the Owner and Construction Manager (Trillium Construction Inc.) acknowledge and agree that the Contract between Owner and Construction Manager dated 07/10/12 (R-2012-1002) 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 **\$1,250,676** for the construction costs of Jupiter Branch Library Renovations. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **159** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$150.00/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
Insurance Certificate(s)

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: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: *[Signature]*
County Attorney

By: *[Signature]*
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

CONSTRUCTION MANAGER: **TRILLIUM
CONSTRUCTION INC.**

[Signature]
Signature

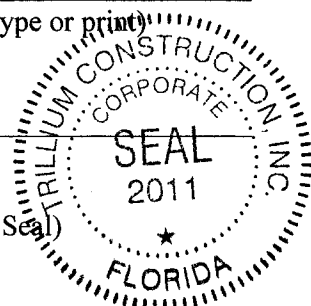
[Signature]
Signature

Loretta P. Spinello
Name (type or print)

CEMEIN ZINGER
Name (type or print)

PRESIDENT
Title

(Corporate Seal)





100% Construction Documents
(without building permit issued)

EXHIBIT A

Palm Beach County - Jupiter Branch Library - Renovations
PALM BEACH COUNTY JOB NUMBER :12206 - TRILLIUM JOB NUMBER: 12-25-022
TRILLIUM CONSTRUCTION INC.



Exhibit 2.1.14

SUMMARY BUDGET ITEMS - GMP FORMAT

Pink colored text denotes items requiring further discussion

LINE ITEM	DESCRIPTION	LINE ITEM SUBTOTAL	LINE ITEM SUBTOTAL	PERCENT OF TOTAL GMP	
01.0	PRECONSTRUCTION MANAGERS FEE		\$ 10,991	0.88%	INCLUDED IN THE BELOW GMP TOTAL
02.0	CONSTRUCTION MANAGERS FEE <small>(INCLUDES OVERHEAD & PROFIT; EXCLUDES PRECONSTRUCTION)</small>		\$ 204,337	16.34%	
02.1	OFF-SITE	\$ 18,321		1.46%	
02.2	ON-SITE	\$ 126,983		10.16%	
02.3	OVERHEAD & PROFIT	\$ 59,033		4.72%	
03.0	COST OF THE WORK		\$ 952,734	76.18%	
03.1	GENERAL CONDITIONS	\$ 68,272		5.46%	
03.2	CSI DIVISIONS 1 THROUGH 16	\$ 884,463		70.72%	
04.0	SUBTOTAL		\$ 1,168,062	93.38%	
05.0	BONDS		\$ 20,176	1.61%	
06.0	INSURANCE & BUILDERS RISK		\$ 7,438	0.59%	BUILDERS RISK --- TO BE PAID DIRECTLY BY COUNTY (including all deductibles per occurrence)
07.0	SALES TAX RECOVERY		\$ -	0.00%	NOT APPLICABLE THIS PROJECT
08.0	SUBTOTAL		\$ 1,195,676	95.80%	
09.0	CONSTRUCTION CONTINGENCY		\$ 55,000	4.40%	
10.0	GUARANTEED MAXIMUM PRICE <small>(INCLUDING PRECONSTRUCTION)</small>		\$ 1,250,676	100.00%	19.49% ← Schedule 1 anticipated SBE : \$ 243,746
	CHECK TOTAL				

PUBLIC CONSTRUCTION BOND

BOND NUMBER 80086096

BOND AMOUNT \$1,250,676.00

CONTRACT AMOUNT \$1,250,676.00

CONTRACTOR'S NAME: Trillium Construction Inc.

CONTRACTOR'S ADDRESS: 1450- B Kinetic Road, Lake Park, FL 33403

CONTRACTOR'S PHONE: 561-296-0700

SURETY COMPANY: The Guarantee Company of North America USA

SURETY'S ADDRESS: One Towne Square, Suite 1470
Southfield, MI 48076
248-281-0281

SURETY'S PHONE: _____

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**

DESCRIPTION OF WORK: Renovations to the existing Jupiter Branch Library

PROJECT LOCATION: 705 Military Road, Jupiter, FL 33458

LEGAL DESCRIPTION: _____

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 (\$ 1,250,676.00)

(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: Jupiter Branch Library Project
Project No.: 12206
Project Description: Jupiter Branch Library Renovations
Project Location: 705 Military Road, Jupiter, FL 33458

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Colome' & Associates, Inc.
LOCATION OF FIRM: 530 24th 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 Jupiter Branch Library Project, 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.

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Trillium Construction Inc.
The Guarantee Company of North America USA

We the undersigned hereby guarantee that the (PROJECT NAME AND NUMBER) 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

Trillium Construction Inc.

(Contractor)
By: [Signature]
(Signature)



The Guarantee Company of North America USA

(Surety) (Seal)

By: [Signature]
(Signature)

Brett Rosenhaus, Attorney in fact

(Print Name)



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Brett Rosenhaus
Nielson and Company, Inc. ~ Lake Worth

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this _____ day of _____

Randall Musselman

Randall Musselman, Secretary



37235

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
4/26/2013

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 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 Commercial Lines - (561) 655-5500 Wells Fargo Insurance Services USA, Inc. 2054 Vista Parkway, Suite 400 West Palm Beach, FL 33411	CONTACT NAME: Cheryl Cardell PHONE (A/C, No, Ext): 561-655-5500 E-MAIL ADDRESS: cheryl.cardell@wellsfargo.com	FAX (A/C, No): 855-420-6662
	INSURER(S) AFFORDING COVERAGE	
INSURED Trillium Construction, Inc 1450 Kinetic Road, Suite B Lake Park, FL 33403	INSURER A : National Trust Insurance Company	NAIC # 20141
	INSURER B : FCCI Commercial Insurance Co.	33472
	INSURER C : Ameritrust Insurance Corporation	10665
	INSURER D : AGCS Marine Insurance Company	22837
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 5962637 **REVISION NUMBER:** See below

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GL0015307	5/2/2013	5/2/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA0024036	5/2/2013	5/2/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<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 \$ 10,000		UMB0016577	5/2/2013	5/2/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		WC0785003	5/2/2013	5/2/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D D D	Equipment Bikt Rental Equip Installation Fltr		MZ193023751 MZ193023751 MZ193023751	5/2/2013 5/2/2013 5/2/2013	5/2/2014 5/2/2014 5/2/2014	589346 150,000 with 100,000 max per item 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, AGENTS AND EMPLOYEES, ARE LISTED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT. PROJECT: Palm Beach County Palm Tran South-Parking Lot Lighting Project No. 10456

CERTIFICATE HOLDER Palm Beach County Facilities Development & Operations Capital Improvements Division 2633 Vista Parkway West Palm Beach, Fl 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jeanne...</i>
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