

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 16, 2013

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 3 to the contract with Trillium Construction Inc. (R2012-1002) in the amount of \$1,099,258 for construction management services for Palm Tran Connection at Four Points Project establishing a Guaranteed Maximum Price (GMP).

Summary: Amendment No. 3 establishes a GMP of \$1,099,258 and 138 calendar days for completion. The GMP includes the cost of work, the construction manager's fee and a contingency. Approval of this contract will allow for the necessary interior and site improvements to accommodate the relocation of Palm Tran Connection. Palm Tran Connection is currently in space leased from a private party and will relocate to the 1st floor, south side, of the Four Points building. This relocation will result in annual savings for facilities costs. Palm Tran Connection has been in this location since December, 2000. Occupancy is expected early in 2014. The interior improvements will be funded entirely by Federal funds. Due to federal funding requirements, the Small Business Enterprise (SBE) goal is not applicable for this contract. The Disadvantaged Business Enterprise (DBE) goal is 15% and Trillium Construction Inc.'s participation includes 3.8% DBE. Although not required, Trillium Construction Inc.'s SBE participation for this project is 35.8%. Trillium Construction Inc. is a local firm and 92% of the work will be done by local contractors. **(Capital Improvements Division) District 2 (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 Statements
- 3. Amendment No. 3

Recommended by:

[Signature]
Department Director

6/20/13
Date

Approved by:

[Signature]
County Administrator

7/12/13
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	\$1,149,258	0	0	0	0
Operating Costs		0	0	0	0
External Revenues	(1,063,210)	0	0	0	0
Program Income (County)		0	0	0	0
In-Kind Match (County)					
NET FISCAL IMPACT	\$ 81,048				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Account No: Fund 1341 Dept 542 Unit 5539 Object 4907 B403
 Budget Account No: Fund 3804 Dept 411 Unit B527 Object 4907 \$81,048
 Reporting Category _____

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

Palm Tran Connection work will be Federally funded. Parking lot improvements are funded from building improvement fund.

C. Departmental Review: _____ *W* *6-21-13*

III. REVIEW COMMENTS:

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

 OFMB *SP close adv 6/4* *John J. Jacobson 7/8/13*
 Contract Administrator *7-8-13 B Wheeler*

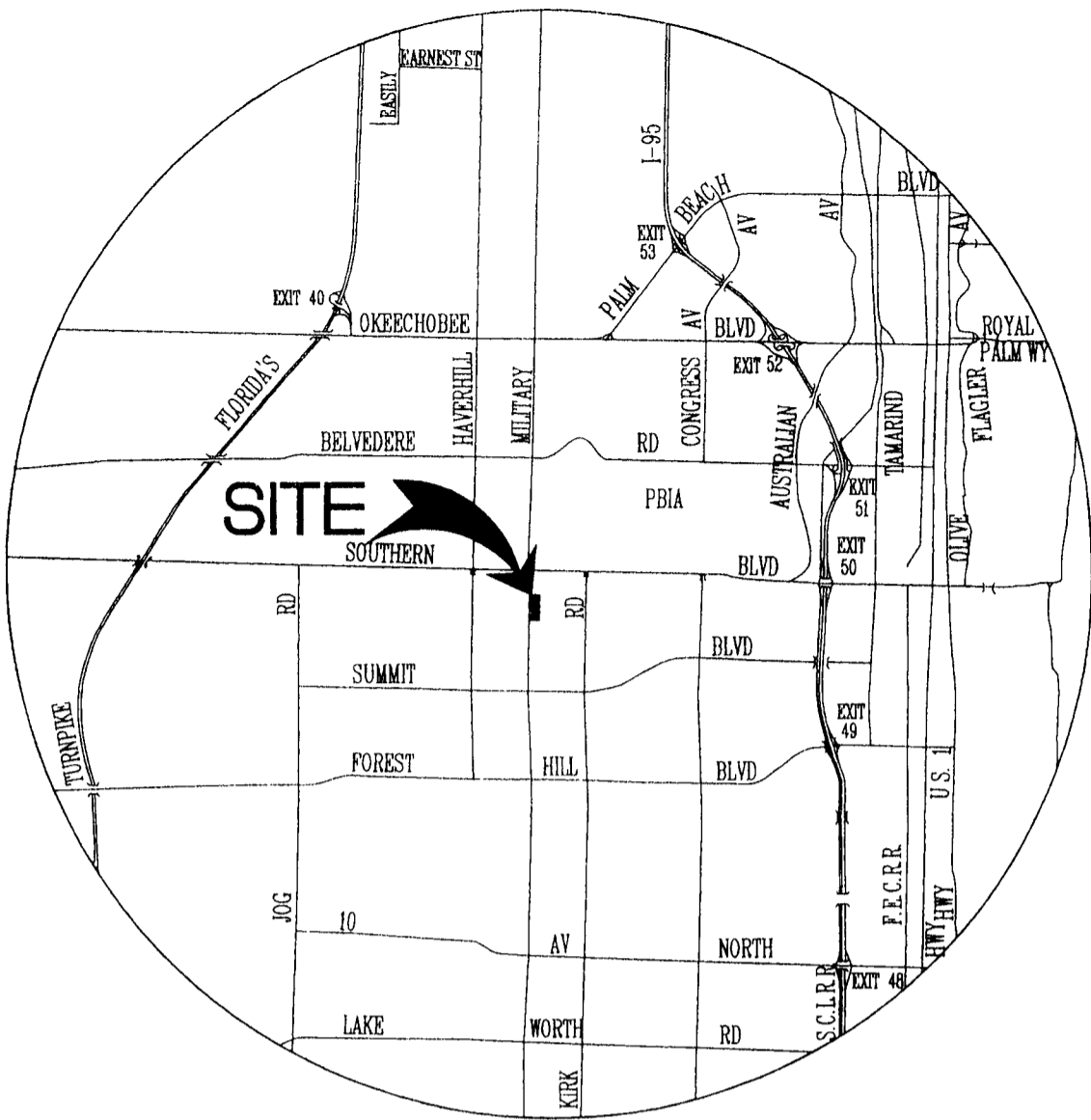
B. Legal Sufficiency:

James C. Meyer Jr 7/11/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



LOCATION MAP

N.T.S.

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 06/19/13

REQUESTED BY: Anil Patel

PHONE: 233-0271

FAX: 233-0270

PROJECT TITLE: Palm Tran Connection @ Four Points

PROJECT NO.: 12205

ORIGINAL CONTRACT AMOUNT: NA – Annual CM@Risk

BCC RESOLUTION#: R2012-1002

DATE: 07/10/12

REQUESTED AMOUNT: \$1,063,210

CSA or CHANGE ORDER NUMBER: Amendment #3

CONSULTANT/CONTRACTOR: Trillium Construction Inc.

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

GMP for construction services.

CONSTRUCTION	<u>\$1,018,210</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Construction Phase)	<u>\$ 45,000</u>
MISC. (permits, prints, advertising)	
TOTAL	<u>\$1,063,210</u>

*** 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)

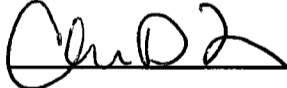
FUND: 1341, DEPT: 542, UNIT: 5539, OBJ: 4907, B403

FUNDING SOURCE (CHECK ALL THAT APPLY):

AD VALOREM OTHER

FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? YES NO

BAS APPROVED BY:  DATE: 6/21/13

ENCUMBRANCE NUMBER: _____

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 05/28/13

REQUESTED BY: Anil Patel

PHONE: 233-0271

FAX: 233-0270

PROJECT TITLE: Palm Tran Connection @ Four Points

PROJECT NO.: 12205

ORIGINAL CONTRACT AMOUNT: NA – Annual CM@Risk

BCC RESOLUTION#: R2012-1002

DATE: 07/10/12

REQUESTED AMOUNT: \$81,048

CSA or CHANGE ORDER NUMBER: Amendment #3

CONSULTANT/CONTRACTOR: Trillium Construction Inc.

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

GMP for construction services for parking reconfiguration.

CONSTRUCTION	\$81,048
PROFESSIONAL SERVICES	_____
STAFF COSTS** (Design/Construction Phase)	_____
MISC. (permits, prints, advertising)	_____
TOTAL	\$81,048

*** 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: 3804 DEPT: 44 UNIT: 1527 OBJ: 4907

FUNDING SOURCE (CHECK ALL THAT APPLY):

AD VALOREM OTHER

FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? YES NO

BAS APPROVED BY: _____

DATE: 5.28.13

ENCUMBRANCE NUMBER: _____

**AMENDMENT NO. 3 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
PALM TRAN CONNECTION @ FOUR POINTS
PROJECT NO. 12205**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager (Trillium Construction Inc.) dated 07/10/12 (R2012-1002) 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 **\$1,099,258.00** for the construction costs of Palm Tran Connection @ Four Points. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **138** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$350.00/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: _____
County Attorney

By: Joe Anthony Wolf
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

Rosetta P. Spinello
Signature

CONSTRUCTION MANAGER: TRILLIUM
CONSTRUCTION INC.

[Signature]
Signature

Loretta P. Spinello
Name (type or print)

Edward E. Meinzinger
Name (type or print)

President
Title

(Corporate Seal)





100% CD DOCUMENTS GMP

EXHIBIT A

Palm Beach County - Palm Tran Connection - Four Points
 PALM BEACH COUNTY JOB NUMBER: 12205 - TRILLIUM JOB NUMBER: 12-26-018
 TRILLIUM CONSTRUCTION INC.



Exhibit 2.1.14

SUMMARY BUDGET ITEMS - GMP FORMAT

LINE ITEM	DESCRIPTION	LINE ITEM SUBTOTAL	LINE ITEM SUBTOTAL	PERCENT OF TOTAL GMP			\$ / sq. ft.
01.0	PRECONSTRUCTION MANAGERS FEE		\$ 10,991	1.00%	authorized by separate Task order and NOT INCLUDED IN THE BELOW GMP TOTAL		\$ 1.09
02.0	CONSTRUCTION MANAGERS FEE (INCLUDES OVERHEAD & PROFIT EXCLUDES PRECONSTRUCTION)		\$ 186,062	18.35%			\$ 18.41
02.1	OFF-SITE	\$ 27,133		2.67%			\$ 2.68
02.2	ON-SITE	\$ 106,583		10.39%			\$ 10.55
02.3	OVERHEAD & PROFIT	\$ 52,346		5.12%			\$ 5.16
03.0	COST OF THE WORK		\$ 849,122	82.74%			\$ 84.01
03.1	GENERAL CONDITIONS	\$ 26,330		2.56%			\$ 2.59
03.2	CSI DIVISIONS 1 THROUGH 16	\$ 822,792		79.88%			\$ 81.41
04.0	SUBTOTAL		\$ 1,036,184	100.00%			\$ 102.42
05.0	BONDS		\$ 17,379	1.68%			\$ 1.72
06.0	INSURANCE & BUILDERS RISK		\$ 6,596	0.64%	BUILDERS RISK ---- TO BE PAID DIRECTLY BY COUNTY (including all deductibles per occurrence)		\$ 0.65
07.0	SALES TAX RECOVERY		\$ -	0.00%	NOT APPLICABLE THIS PROJECT		\$ -
08.0	SUBTOTAL		\$ 1,059,158	100.00%			\$ 104.79
09.0	CONSTRUCTION CONTINGENCY		\$ 40,100	3.80%			\$ 3.97
10.0	GUARANTEED MAXIMUM PRICE (EXCLUDING PRECONSTRUCTION)		\$ 1,099,258	100.00%	35.85% <= Schedule 1 anticipated SBE :	\$ 394,104	\$ 108.76
	PAGE 1				3.8%	anticipated DBE	\$ 41,419



CFN 20130254863
OR BK 26078 PG 1287
RECORDED 06/07/2013 14:19:42
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1287 - 1290; (4pgs)

**FRONT PAGE OF
PUBLIC PAYMENT BOND**
Florida Statute 255.05

BOND NO. 80086098

CONTRACTOR: Trillium Construction Inc.
1450- B Kinetic Road
Lake Park, FL 33403
561-844-5322

SURETY: The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, MI 48076
248-281-0281

AGENT: Nielson, Rosenhaus & Associates
4000 South 57th Avenue, Suite 201
Lake Worth, FL 33463
(561) 432-5550

OBLIGEE: Palm Beach County Board County Commissioners
2633 Vista Parkway
West Palm Beach, FL 33411
561-233-0261

PROJECT: Palm Tran Connection @ Four Points

6.7.13
SCF

PUBLIC CONSTRUCTION BOND

BOND NUMBER 80086098

BOND AMOUNT \$1,015,257.00

CONTRACT AMOUNT \$1,015,257.00

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

SURETY'S PHONE: 248-281-0281

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: Interior renovations 10,700 sq. ft. and limited exterior parking/sidewalk/
landscaping.

PROJECT LOCATION: 50 South Military Trail, Suite 103, West Palm Beach, FL 33407

LEGAL DESCRIPTION: Same

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 (\$ 1,015,257.00)

(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: Palm Tran Connection @ Four Points
Project No.: 12205
Project Description: Interior Renovation 10,700 SF
Project Location: 50 South Military Trail, West Palm Beach, FL 33403

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 Palm Tran Connection Suite 103, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

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

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

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.

[Signature]
Witness

As per attached power of attorney
Witness

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.
Trillium Construction Inc.

Edward E. Meinzinger

President
Title

The Guarantee Company of North America USA
Surety (Seal)

[Signature]
Print Name
Brett Rosenhaus
Attorney in fact



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)



The Guarantee Company of North America USA
(Surety) (Seal)

By: _____
(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

[Signature of Stephen C. Ruschak]

[Signature of 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.

[Signature of 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 5th day of June, 2013 .

[Signature of Randall Musselman]

Randall Musselman, Secretary



37235

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/10/2013

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 INSURER B: FCCI Commercial Insurance Co. INSURER C: Ameritrust Insurance Corporation INSURER D: INSURER E: INSURER F:	NAIC # 20141 33472 10665

COVERAGES

CERTIFICATE NUMBER: 6164731

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"/> PROJECT <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 - COM/POP 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 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE:PBC# 12205 -Palm Tran Connection @ Four Points. Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.

CERTIFICATE HOLDER

Palm Beach County
 c/o Capital Improvement Division
 2633 Vista Parkway
 West Palm Beach, FL 33411-5604

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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