

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

3H-7

Meeting Date: October 22, 2013

Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

Motion and Title: Staff recommends motion to approve:

A) Budget transfer of \$85,000 within the 2005 \$25 million Recreational and Cultural Facilities Bond fund from the South County RV and Recreation Center project to the Calypso Bay Water Park Repairs and Renovations; and

B) Amendment No. 4 to the contract with Trillium Construction, Inc. (R2012-1002) in the amount of \$366,000 for construction management services related to refurbishing the Lazy River Ride and Play Pool at the Calypso Bay Water Park establishing a Guaranteed Maximum Price (GMP).

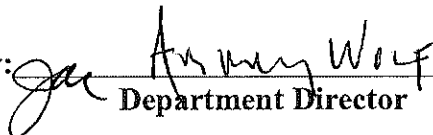
Summary: The budget transfer will provide the additional funding necessary to fully fund the refurbishing of the play pool and river ride at Calypso Bay Water Park. The work consists of structural repairs and resurfacing of the Lazy River Ride and Play Pool. The pool and ride at the Calypso Bay Water Park, located within Seminole Palms Park, were placed into service in 2001 and are in need of repairs due to the age of the facility. Original design had the pool and ride built in multiple sections with water stop joints. The joints have now deteriorated over the years creating costly water leaks at each section. The joints will be eliminated for a continuous wall and floor. Funding for this project is from 2005 \$25 Million Recreational and Cultural Facilities Bond and is available from the South Bay RV and Recreation Center. Amendment No. 4 establishes a GMP of \$366,000 and 120 calendar days for completion. The GMP includes the cost of work, the construction manager's fee and a contingency. The Small Business Enterprise (SBE) goal for this contract is 15%. The SBE participation in this amendment is 6.5%. Trillium Construction, Inc. is a Palm Beach County company and is using all local subcontractors. **(Capital Improvements Division) District 6 (JM)**

Background and Justification: Currently, there is \$322,373 available for the Calypso Bay Water Park Repairs and Renovations project. The budget transfer of \$85,000 is necessary to fully fund this project. The repair work is due to the age of the pool and is not related to a deficient design or original workmanship. 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. The CM project delivery method was chosen for this project to provide quality assurance for the work and to generate interest from reputable pool contractors. The GMP includes the cost of work, the construction manager's fee and a contingency. The repairs and renovations need to be completed prior to the reopening of the water park in March, 2014. Completing the work while the facility is closed for the season will avoid the loss of revenue. Trillium Construction has provided pre-construction services on this project with costs included in this amendment. This Amendment establishes a GMP for the project.

Attachments:

1. Location Map
2. Budget Transfer
3. Budget Availability Statement
4. Amendment No. 4

Recommended by:


Department Director

9/30/13
Date

Approved by:


County Administrator

10/11/13
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Year	2014	2015	2016	2017	2018
Capital Expenditures	\$407,208	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	\$407,208	0	0	0	0
# Additional FTE Positions (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget? Yes ___ No X

Budget Account No:

Fund: 3020 Dept: 581 Unit: P772 Obj: 6520 \$322,208

Fund: 3020 Dept: 581 Unit: P663 Obj: 6520 \$85,000

Reporting Category _____

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

FUND: \$25M GO 05, Recreational & Cultural Facilities
Budget Transfer from South Bay RV and Recreation Center

CONSTRUCTION	\$366,000
STAFF COSTS*	\$ 4,608
PROJECT CONTINGENCY	\$ 36,600
	<u>\$407,208</u>

C. Departmental Fiscal Review:

[Signature] 10/1/13

III. REVIEW COMMENTS

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

[Signature] 10/3/13
OFMB KD 10/3
AF 10/3/13

[Signature] 10/7/13
Contract Dev. and Control
10-7-13 [Signature]

A. Legal Sufficiency:

[Signature] 10/10/13
Assistant County Attorney

A. Other Department Review:

[Signature]
Department Director

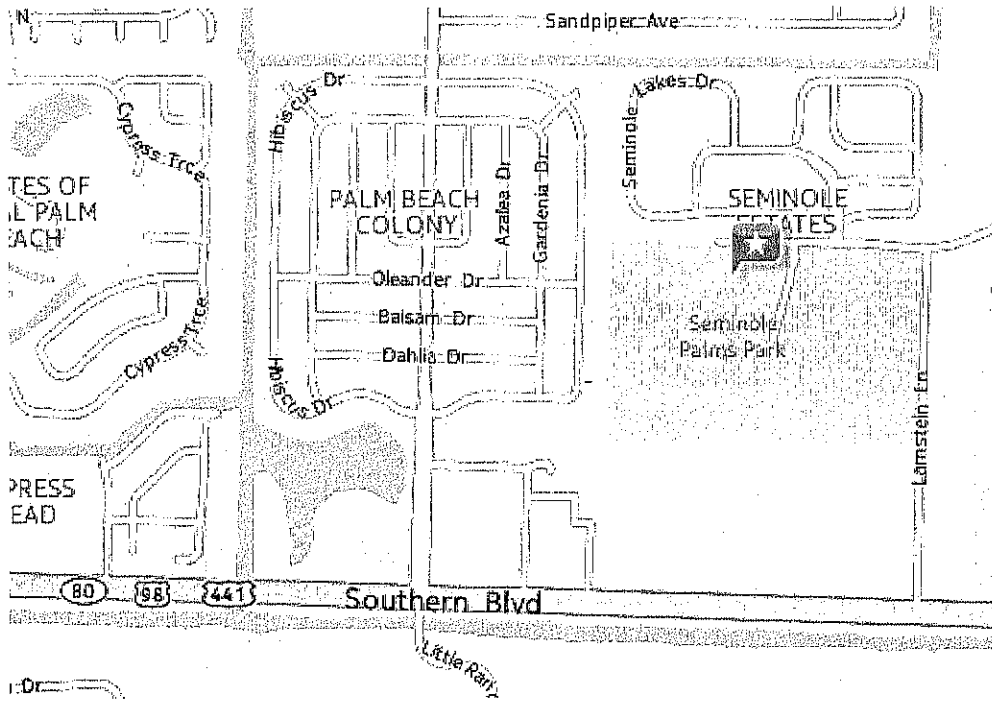
This summary is not to be used as a basis for payment.

LOCATION MAP

Project No: 12314

Project Name: Calypso Bay Pool - repairs

151 Lamstein Lane, Royal Palm Beach



14-0075

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1

BGEX 581 092013*2099

FUND 3020 - \$25M GO 05, Recreational & Cultural Facilities

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 9/20/2013	REMAINING BALANCE
South Bay RV and Recreation Center								
3020-581-P663-6520	Park Improvements	413,892	413,892		85,000	328,892	0	328,892
Calypso Bay Waterpark Repairs and Renovations								
3020-581-P772-6520	Park Improvements	322,374	322,374	85,000		407,374	0	407,374
TOTAL					85,000	85,000		

Signatures

Date

By Board of County Commissioners
At Meeting of
October 22, 2013
Deputy Clerk to the Court

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Eric Cole
Susan Healy

Administration/Budget Department Approval

10/3/13

OFMB Department - Posted

SP 10/3/13

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8/30/13

JK REQUESTED BY: Jerry Kielty *R*

PHONE: 233-0292

PROJECT TITLE: Calypso Bay Lazy River & play pool

PROJECT NO.: 12314.01

LOCATION: 151 Lamstein Lane, Royal Palm Beach

LOCATION DESCRIPTION: Calypso Bay Pool

BUILDING NUMBER: 1379

CONTRACTOR/CONSULTANT NAME: Trillium Construction

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Furnish all labor, material, supervision, permits and supplies necessary and reasonably incidental to resurface the Lazy River and play pool.

CONSTRUCTION	<u>\$366,000.00</u>
ARCHITECT/ENGINEER/CONSULTANT	NA
STAFF COSTS*	<u>\$ 4,608.00</u>
EQUIPMENT/ <u>OTHER</u>	NA
CONTINGENCY	<u>\$ 36,600.00</u>
TOTAL	<u>\$407,208.00</u>

*By signing this BAS your department agrees to these staff costs 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.

BUDGET ACCOUNT NUMBERS (IDENTIFY ALL SOURCES) FUNDING SOURCE (CHECK ALL THAT APPLY)

FUND: 3020 DEPT: 581 UNIT: P772 OBJ: 6520 SUBOBJ:

AD VALOREM OTHER / GRANT(S) FEDERAL/DAVIS BACON

If Grant(s), specify name of Grant(s): _____

SUBJECT TO INSPECTOR GENERAL FEE YES NO

BAS APPROVED BY *AB DHL* *Quilley* DATE: _____

ENCUMBRANCE NUMBER: _____

FUNDING SOURCE(S):

- Bond
- Impact Fees
- Park Improvement Fund
- Ad Valorem
- Other

* BGEY 581 092013 * 2099
10/22/13 BCC meeting

BAS APPROVAL

FULLY FUNDED WITHIN CURRENT BUDGET

FULLY FUNDED PENDING BUDGET TRANSFER *JK*

**AMENDMENT NO. 4 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
CALYPSO BAY LAZY RIVER & PLAY POOL REPAIRS
PROJECT NO. 12314.01**

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 \$366,000 for the construction costs of Calypso Bay Lazy River & Play Pool Repairs. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **One Hundred Twenty (120)** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$96.00/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 &
COMPTRROLLER

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.

Loretta P. Spinello
Signature

[Signature]
Signature

Loretta P. Spinello
Name (type or print)

EE MEINZINGER
Name (type or print)

PRESIDENT
Title

(Corporate Seal)

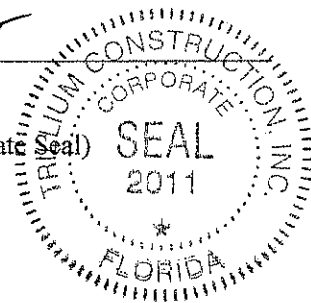




EXHIBIT A

Palm Beach County - Calypso Bay Lazy River Repairs & Play Pool Refinish
 PALM BEACH COUNTY JOB NUMBER: 12314 - TRILLIUM JOB NUMBER: 13-25-009
 TRILLIUM CONSTRUCTION INC.



95% CD GMP (prior to permitting)

SUMMARY BUDGET ITEMS - GMP FORMAT

LINE ITEM	DESCRIPTION	LINE ITEM SUBTOTAL	LINE ITEM SUBTOTAL	PERCENT OF TOTAL GMP	
					INCLUDED IN THE BELOW GMP TOTAL
01.0	PRECONSTRUCTION MANAGERS FEE		\$ 2,959	0.61%	
02.0	CONSTRUCTION MANAGERS FEE (INCLUDES OVERHEAD & PROFIT)		\$ 47,697	13.03%	
02.1	OFF-SITE	\$ 4,584		1.25%	
02.2	ON-SITE	\$ 17,502		4.78%	
02.3	OVERHEAD & PROFIT	\$ 25,611		7.00%	
03.0	COST OF THE WORK		\$ 302,065	82.53%	
03.1	GENERAL CONDITIONS	\$ 10,140		2.77%	
03.2	CSI DIVISIONS 1 THROUGH 16	\$ 291,925		79.76%	
04.0	SUBTOTAL		\$ 352,722	96.37%	
05.0	BONDS		\$ 5,280	1.44%	
06.0	INSURANCE & BUILDERS RISK		\$ 2,178	0.60%	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		\$ 360,180	98.41%	
09.0	CONSTRUCTION CONTINGENCY		\$ 5,820	1.59%	
10.0	GUARANTEED MAXIMUM PRICE (INCLUDING PRECONSTRUCTION)		\$ 366,000	100.00%	6.50% <== Schedule 1 anticipated SBE
			CHECK TOTAL		

PUBLIC CONSTRUCTION BOND

BOND NUMBER 80086105

BOND AMOUNT \$366,000.00

CONTRACT AMOUNT \$366,000.00

CONTRACTOR'S NAME: Trillium Construction Inc.

CONTRACTOR'S ADDRESS: 1450 Kinetic Road Suite B, Lake Park, Florida 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 48076-3732

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: Calypso Bay Waterpark -- Partial demolition and restoration of commercial
Lazy River and Play Pool

PROJECT LOCATION: 151 Lampstein Lane, Royal Palm Beach, Florida 33411

LEGAL DESCRIPTION: 151 Lampstein Lane, Royal Palm Beach, Florida 33411

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 (\$ 366,000.00)

(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: Calypso Bay Waterpark Lazy River Restoration
Project No.: 12314.1
Project Description: Calypso Bay Waterpark Lazy River Restoration
Project Location: 151 Lampstein Lane, Royal Palm Beach, Florida 33411

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: RJ Behar & Company Inc
LOCATION OF FIRM: 12788 West Forrest Hill Blvd, Wellington, Fl 33414
PHONE:
FAX:

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 Calypso Bay Waterpark Pool Restoration, 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. 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.

Rueda B. Spinello
Witness

Principal (Seal)

Edward E. Meinzinger,
Trillium Construction Inc.
President

As per attached power of attorney
Witness

Title

The Guarantee Company of North America USA
Surety (Seal)

Brett Rosenhaus
Print Name Brett Rosenhaus, Attorney in fact

FORM OF GUARANTEE

GUARANTEE FOR TRILLIUM CONSTRUCTION INC and Surety Name) _____
The Guarantee Company of North America USA

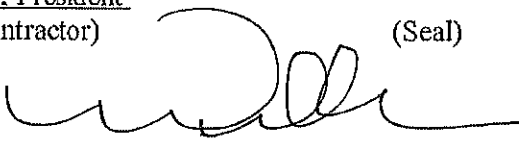
We the undersigned hereby guarantee that the Calypso Bay Waterpark Pool Restoration Project Number 12314 Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties 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

Edward E. Meinzinger, Trillium Construction
Inc., President
(Contractor) (Seal)

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

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 3rd day of October, 2013

Randall Musselman

Randall Musselman, Secretary

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

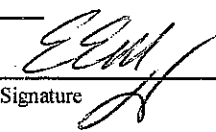
PROJECT NAME OR BID NAME: Calypso Bay Lazy River PROJECT NO. OR BID NO: 12314.01
 NAME OF PRIME BIDDER: Trillium Construction Inc. ADDRESS: 1450-B Kinetic Road, Lake Park, FL 33403
 CONTACT PERSON: Edward Meinzinger PHONE NO.: 561-296-0700 FAX NO.: 561-296-0718
 BID OPENING DATE: N/A USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Andrea Construction Inc. 12334 77 th Place N West Palm Beach, FL 33412	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	\$11,325.00
2. Andrea Construction Inc. 12334 77 th Place N West Palm Beach, FL 33412	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	\$12,450.00
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)							
	Total		_____	_____	_____	_____	_____

Total Bid Price \$ 366,000.00

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work \$ 23,775.00

I hereby certify that the above information accurate to the best of my knowledge: _____
 Signature  Title President

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



97235

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 FAX (A/C, No): 855-420-6662 E-MAIL ADDRESS: cheryl.cardell@wellsfargo.com	
	INSURER(S) AFFORDING COVERAGE 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
INSURED Trillium Construction, Inc 1450 Kinetic Road, Suite B Lake Park, FL 33403		

COVERAGES **CERTIFICATE NUMBER:** 5962673 **REVISION NUMBER:** See below

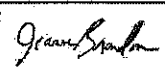
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 GENL 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 - 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 <input type="checkbox"/> 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 E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

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 as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.
 CM@Risk on a Continuing Contract Basis for Various Capital Projects.

RECEIVED**CAPITAL IMPROVEMENTS DIV.****CERTIFICATE HOLDER****CANCELLATION**

Palm Beach County c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411-5604 FILE#: _____ CC: _____	MAY 06 2013 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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