

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

Meeting Date: April 15, 2014

[ X ] Consent                      [   ] Regular  
[   ] Workshop                    [   ] Public Hearing

Department: Facilities Development & Operations

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Amendment No. 5 to the contract with Trillium Construction Inc. (R-2012-1002) in the amount of \$839,927 for the construction of a Metal Storage Pavilion located at the Water Utilities Department Central Regional Operations Center at 8100 Forest Hill Boulevard.


**Summary:** The work includes construction of a 13,000 square foot open storage pavilion, site improvements and electrical. The storage pavilion will store materials used for emergency repairs of the utilities infrastructure. Amendment No. 5 establishes a Guaranteed Maximum Price (GMP) of \$839,927 and 180 days for completion. The GMP includes the cost of the work, the construction manager's fee and contractor contingency. The Small Business Enterprise (SBE) goal for this contract is 15%. Trillium Construction Inc.'s SBE participation for this Amendment is 46.9%. Funding for this project will come from Bonds obtained for Florida Power & Light related construction and maintenance of the West County Energy Center reclaimed water pipeline. The storage pavilion will be used to house materials for the repair and maintenance of the pipeline. Trillium Construction Inc. is a Palm Beach County firm and is using all local subcontractors for 100% of the work. (Capital Improvements Division) Countywide/District 2 (JM)

**Background and Justification:** Water Utilities currently houses pipe and appurtenances used for emergency repairs of utility infrastructure in an open yard. Exposure to elements shortens the life span of the materials. The new pavilion will protect materials from ultraviolet sunlight and exposure to elements and allow for easier retrieval in any weather condition. 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. Amendment No. 5

Recommended by:  Amy Wang 3/19/14  
Department Director Date

Approved by:  4/16/14  
County Administrator Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$849,527	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	\$849,527				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No         
Budget Account No: Fund 4041 Dept 721 Unit W032 Object 6543

Reporting Category                     

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

Funding for this project will come from bonds obtained for Florida Power & Light pipeline related projects.

CONSTRUCTION	\$839,927
STAFF COSTS	\$ 9,600
TOTAL	\$849,527

### C. Departmental Fiscal Review:

## III. REVIEW COMMENTS:

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

                      
OFMB  
3/26/14

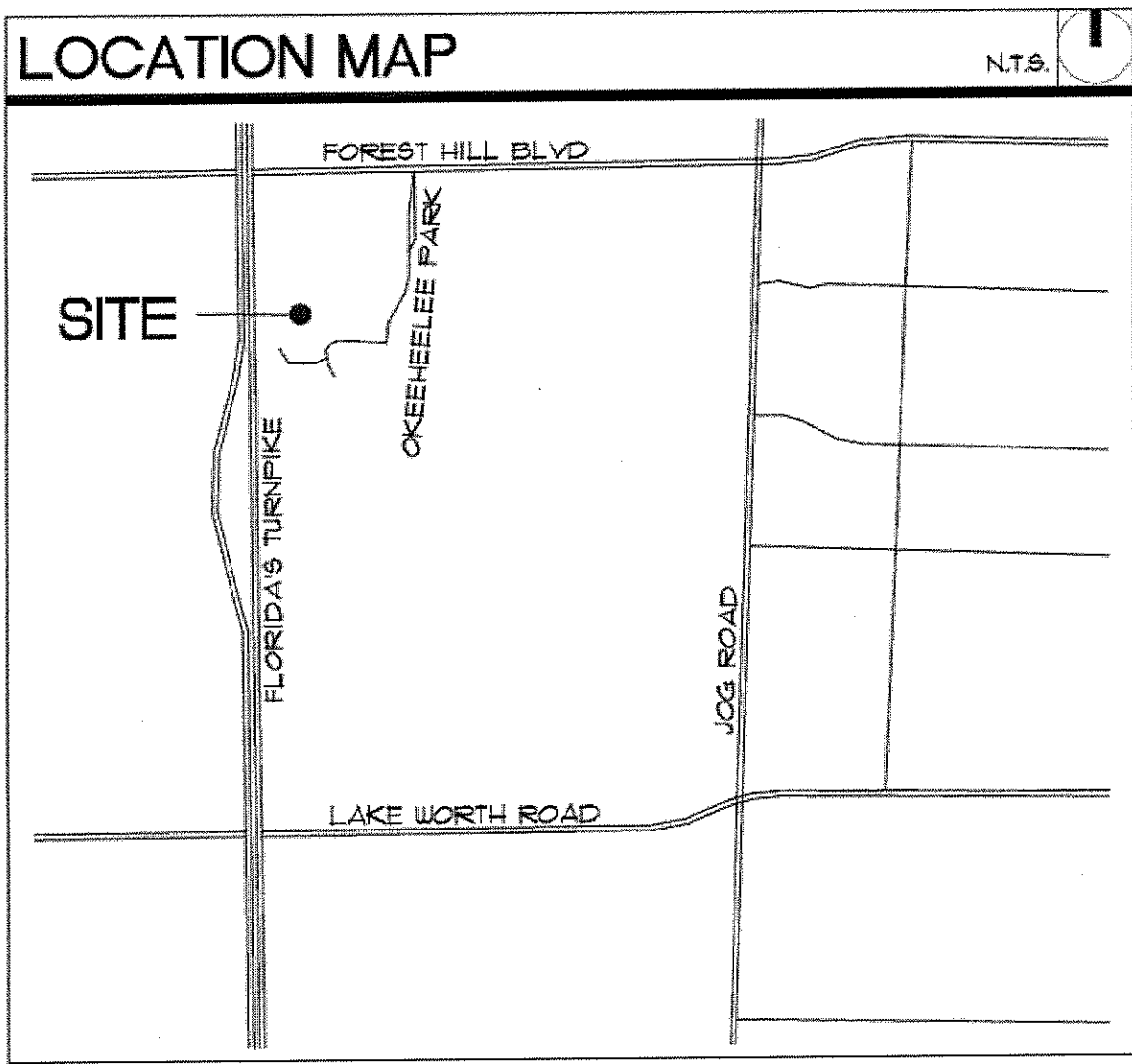
                      
Contract Administrator  
4/14/14

### B. Legal Sufficiency:

                      
Assistant County Attorney  
4/14/14

### C. Other Department Review:

                      
Department Director



Parcel Control No. 00-42-43-27-05-021-0040

### BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 2/25/14

REQUESTED BY: *Anthony Longo*

PHONE: 233-0219

PROJECT TITLE: WUD CROC - new equipment storage pavilion

PROJECT NO.: 12387

LOCATION: 8100 Forest Hill Blvd., West Palm Beach

LOCATION DESCRIPTION: WUD CROC

BUILDING NUMBER: 1533

CONTRACTOR/CONSULTANT NAME: Trillium

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Furnish all labor, material, supervision, permits and supervision for GMP for construction services.

CONSTRUCTION	\$839,927.00
ARCHITECT/ENGINEER/CONSULTANT	NA
STAFF COSTS*	\$ 9,600.00
EQUIPMENT/ <u>OTHER</u>	NA
CONTINGENCY	NA
TOTAL	\$849,527.00

\*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: *4041* DEPT: *721* UNIT: *W032* OBJ: *6543* SUBOBJ:

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

If Grant(s), specify name of Grant(s): FPL bond program

SUBJECT TO INSPECTOR GENERAL FEE ☐ YES ☒ NO

BAS APPROVED BY *[Signature]* DATE: 2/27/14

ENCUMBRANCE NUMBER: \_\_\_\_\_

**AMENDMENT #5 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
WUD CROC STORAGE PAVILION  
PROJECT NO. 12387**

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 \$839,927.00 for the construction costs of the WUD CROC Storage Pavilion. Refer to Exhibit A.

(2) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **180** 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

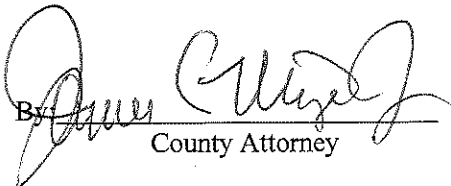
PALM BEACH COUNTY BOARD, FLORIDA  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

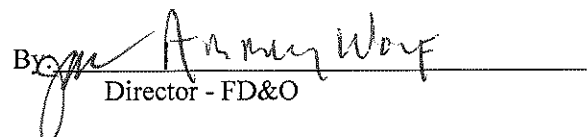
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

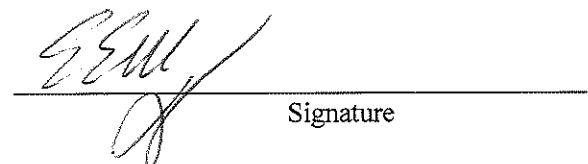
By:   
County Attorney

By:   
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE


CONSTRUCTION MANAGER:  
**TRILLIUM CONSTRUCTION INC.**

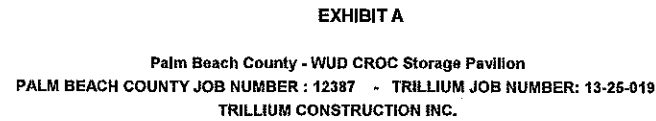
  
Signature

  
Signature

Loretta P. Spinello  
Name (type or print)

EE MEINZINGER  
Name (type or print)

PRESIDENT  
Title  
(Corporate Seal) 2011  


**Exhibit 2.1.14**

LINE ITEM	DESCRIPTION	LINE ITEM SUBTOTAL	LINE ITEM SUBTOTAL	PERCENT OF TOTAL GMP			
01.0	PRECONSTRUCTION MANAGERS FEE						
02.0	CONSTRUCTION MANAGERS FEE (INCLUDES OVERHEAD & PROFIT; EXCLUDES PRECONSTRUCTION)		\$ 119,712	14.28%			
02.1	OFF-SITE	\$ 12,443		1.48%			
02.2	ON-SITE	\$ 65,297		7.77%			
02.3	OVERHEAD & PROFIT	\$ 41,972		5.00%			
03.0	COST OF THE WORK		\$ 677,474	80.66%			
03.1	GENERAL CONDITIONS	\$ 25,344		3.02%			
03.2	CSI DIVISIONS 1 THROUGH 16	\$ 652,130		77.64%			
04.0	SUBTOTAL		\$ 797,187	94.91%			
05.0	BONDS		\$ 13,801	1.64%			
06.0	INSURANCE & BUILDERS RISK		\$ 12,139	1.46%	Builders Risk (On the GMP - ALLOWANCE FOR ONE EVENT, additional events or related costs shall be reimbursed by PG&E and are not included) ***		
07.0	SALES TAX RECOVERY		\$ -	0.00%			
08.0	SUBTOTAL		\$ 823,127	98.00%			
09.0	CONSTRUCTION CONTINGENCY		\$ 16,800	2.00%			
10.0	GUARANTEED MAXIMUM PRICE (EXCLUDING PRECONSTRUCTION)		\$ 839,927	100.00%	46.99%	<= Schedule 1 anticipated SBE : \$ 394,712	
					Metal Building Contractor only SBE in this GMP		

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

Attached to and part of BOND NO. 80086077

In Compliance with Florida Statutes Chapter 255.05 (1) (a), Public Work. All other Bond page(s) are deemed subsequent to this page regardless of any number (s) that may be pre-printed thereon.

**CONTRACTOR:** Trillium Construction Inc.  
1450 - B Kinetic Road  
Lake Park, FL 33403  
561-296-0700

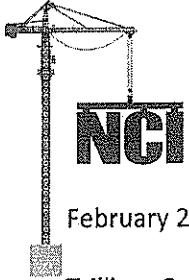
**SURETY:** The Guarantee Company of North America USA  
One Towne Square Suite 1470  
Southfield, MI 48076-3732  
248-281-0281

**AGENT:** Nielson, Rosenhaus & Associates  
4000 South 57<sup>th</sup> Avenue, Suite 201  
Lake Worth, FL 33463  
561-432-5550

**OBLIGEE:** Palm Beach County  
2633 Vista Parkway  
West Palm Beach, FL 33411  
(561) 233-2017.

**PROJECT:** WUD Croc Storage Pavilion





NIELSON, ROSENHAUS & ASSOCIATES

February 27, 2014

Trillium Construction Inc.  
1450 - B Kinetic Road  
Lake Park, FL 33403

RE: Palm Beach County, as Obligee  
Project: WUD CROC STORAGE PAVILION  
Bond No. 80086077

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X

This letter is also giving Trillium Construction Inc. as Principal and/ or Palm Beach County Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,

Brett Rosenhaus,  
FL Resident Agent

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.

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER 80086077

BOND AMOUNT Eight Hundred Thirty Nine Thousand Nine Hundred Twenty Seven and 00/100

CONTRACT AMOUNT \$839,927.00

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: WUD CROC STORAGE PAVILION – new construction of foundations  
and open air metal building

PROJECT LOCATION: 8100 Forest Hill Blvd., West Palm Beach, Florida 33413

LEGAL DESCRIPTION: 8100 Forest Hill Blvd., West Palm Beach, Florida 33413

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 (\$ 839,927.00.00 ) (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: WUD CROC STORAGE PAVILION  
Project No.: 12387  
Project Description: New construction of foundations and open air metal building  
Project Location: 8100 Forest Hill Blvd., West Palm Beach, Florida 33413

in accordance with Drawings and Specifications prepared by

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of WUD CROC STORAGE PAVILION , 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.

*Barbara Spinello*  
Witness

Trillium Construction Inc.

Principal

Edward E. Meinzinger  
Trillium Construction Inc.  
President

Title

The Guarantee Company of North America USA

Surety

(Seal)

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 WUD CROC STORAGE PAVILION Project Number 12387 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.

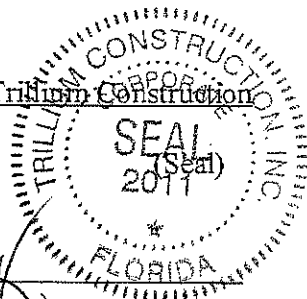
In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed 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)

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 31<sup>st</sup> 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

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.

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, Secretary

37235

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
2/28/2014

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).

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

**COVERAGES****CERTIFICATE NUMBER:** 7374536**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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:		GL0015307	5/2/2013	5/2/2014	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	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		\$	
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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA0024036	5/2/2013	5/2/2014	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000																									
BODILY INJURY (Per person)	\$																										
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PROPERTY DAMAGE (Per accident)	\$																										
	\$																										
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <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	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>5,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	5,000,000	AGGREGATE	\$	5,000,000		\$													
EACH OCCURRENCE	\$	5,000,000																									
AGGREGATE	\$	5,000,000																									
	\$																										
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	N/A	WC0785003	5/2/2013	5/2/2014	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <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									
<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached 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.  
WUD CROC STORAGE PAVILION  
PBC Project# 12387

**CERTIFICATE HOLDER****CANCELLATION**

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

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 (2014/01)

(This certificate replaces certificate# 7374415 issued on 2/28/2014)



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
4/11/2014

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Wells Fargo Ins. Services USA Inc. 2054 Vista Parkway, Suite 400  West Palm Beach FL 33411	<b>CONTACT NAME:</b> Brian Cronin <b>PHONE (A/C, No, Ext):</b> (561) 655-5500 <b>FAX (A/C, No):</b> (855) 420-6662 <b>E-MAIL ADDRESS:</b> Brian.Cronin@wellsfargo.com <b>PRODUCER CUSTOMER ID:</b>														
<b>INSURED</b> Trillium Construction, Inc  1450 Kinetic Road, Suite B  Lake Park FL 33403 (561) 296-0719	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: American Alternative Ins. Co.</td><td>19720</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Alternative Ins. Co.	19720	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: Cert ID 425605

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

8100 Forest Hill Blvd., West Palm Beach, FL 33413. WUD CROC STORAGE PAVILION, PBC PROJECT #12387  
- Builders Risk w/wind/transit

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input type="checkbox"/>	PROPERTY	B9A2IM100950900	4/8/2014	9/8/2014	<input checked="" type="checkbox"/> BUILDING	\$ 1,600,000
	<input type="checkbox"/>	CAUSES OF LOSS				<input type="checkbox"/> PERSONAL PROPERTY	\$
	<input type="checkbox"/>	BASIC				<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/>	BROAD				<input type="checkbox"/> EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/>	SPECIAL				<input type="checkbox"/> RENTAL VALUE	\$
	<input type="checkbox"/>	EARTHQUAKE				<input type="checkbox"/> BLANKET BUILDING	\$
	<input checked="" type="checkbox"/>	WIND				<input type="checkbox"/> BLANKET PERS PROP	\$
	<input type="checkbox"/>	FLOOD				<input type="checkbox"/> BLANKET BLDG & PP	\$
	<input type="checkbox"/>					<input type="checkbox"/>	\$
	<input type="checkbox"/>					<input type="checkbox"/>	\$
A	<input checked="" type="checkbox"/>	INLAND MARINE	TYPE OF POLICY	4/8/2014	9/8/2014	<input checked="" type="checkbox"/> Transit	\$ 100,000
	<input type="checkbox"/>	CAUSES OF LOSS	IM - Transit			<input type="checkbox"/>	\$
	<input type="checkbox"/>	NAMED PERILS	POLICY NUMBER			<input type="checkbox"/>	\$
	<input checked="" type="checkbox"/>	Special	B9A2IM100950900			<input type="checkbox"/>	\$
	<input type="checkbox"/>	CRIME				<input type="checkbox"/>	\$
	<input type="checkbox"/>	TYPE OF POLICY				<input type="checkbox"/>	\$
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN				<input type="checkbox"/>	\$
	<input type="checkbox"/>					<input type="checkbox"/>	\$
	<input type="checkbox"/>					<input type="checkbox"/>	\$
	<input type="checkbox"/>					<input type="checkbox"/>	\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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WUD CROC STORAGE PAVILION - PBC Project #12387

## CERTIFICATE HOLDER

Palm Beach County  
c/o Capital Improvements Division  
2633 Vista Parkway

West Palm Beach FL 33411-5604

## CANCELLATION

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AUTHORIZED REPRESENTATIVE

BPC

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