

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

Meeting Date: April 15, 2014

[X] Consent

[] Regular

[] Workshop

☐ Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 6 to the contract with Trillium Construction Inc. (R2012-1002) in the amount of \$2,280,000 for construction management services for Water Utilities Department (WUD) Customer Service Glades Area Project establishing a Guaranteed Maximum Price (GMP).

Summary: Amendment No. 6 establishes a GMP of \$2,280,000 and 224 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 alterations of the first floor north wing to accommodate offices of WUD, addition of new exit stair and window replacement of the north wing as well as a roof replacement for the entire building. The current facilities for WUD's Western Customer Service function reside in the modular units on leased School Board property adjoining the Water Plant and were built to support Glades Utility Authority (GUA). The facilities are marginal and due to a short term lease agreement with the School Board, relocating has become a priority. Moving the Customer Service staff to the Glades Office Building is the best solution for the customers and the staff. The Small Business Enterprise (SBE) goal for this contract is 15%. Trillium Construction Inc.'s SBE participation for this Amendment is 31%. This project will be funded by WUD User Fees and Public Building Improvement Fund (roof). Trillium Construction Inc. is a local firm and 100% of the work will be done by local contractors. **(Capital Improvements Division) District 6 (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. This work will allow the relocation of WUD offices for the Glades area to a permanent location. The space will accommodate WUD administrative staff, tellers, meter readers and a call center.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Amendment No. 6

Recommended by:

James Anthony Wint
Department

Department Director

3/17/14

Date _____

Approved by:

[Signature]

County Administrator

4/14/14

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	<u>\$2,328,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u>\$2,328,000</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes X No

Budget Account No: Fund 4011 Dept 721 Unit W037 Object 6502 (\$2,028,064)
Budget Account No: Fund 3804 Dept 411 Unit B527 Object 4907 (\$299,936)
Reporting Category

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

This project is funded by WUD User Fees and Public Building Improvement Fund (roof).

Construction \$2,280,000
Staff Costs \$48,000

C. Departmental Review: 3-24-14

III. REVIEW COMMENTS:

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

 3/21/14 4/11/14
3/26 OFMB 3/24 3/27 Contract Administrator
4-11-14 B. B. B. B.

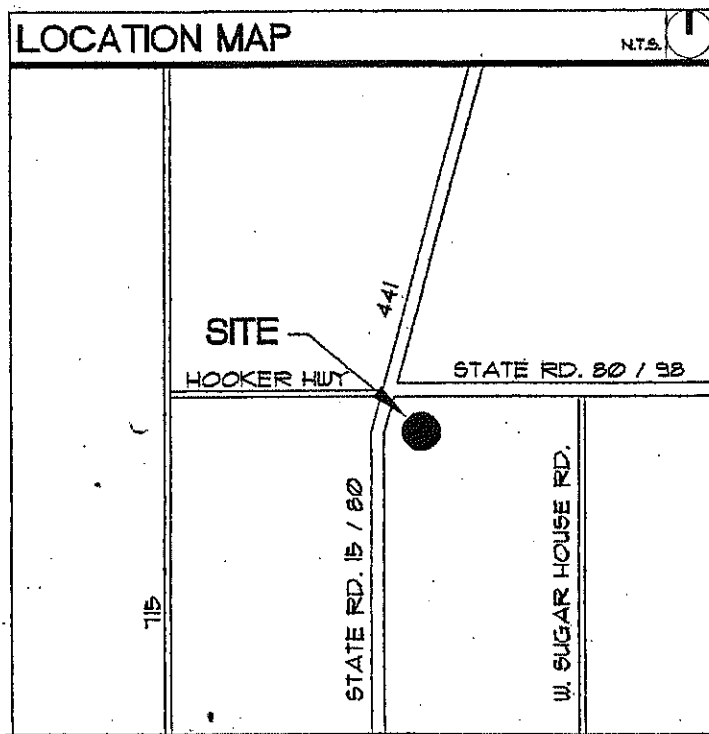
B. Legal Sufficiency:

 4/14/14
Assistant County Attorney

C. Other Department Review:

Department Director

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



**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 03/04/14 REQUESTED BY: Anil Patel

PHONE: 233-0271
FAX: 233-0270

PROJECT TITLE: WUD Customer Service Glades Office

PROJECT NO.: 13203

ORIGINAL CONTRACT AMOUNT: NA – Annual

BCC RESOLUTION#: R2012-1002
(Annual CM @ Risk)
DATE: 07/10/12

REQUESTED AMOUNT: \$1,980,064

CSA or CHANGE ORDER NUMBER: Amendment #6

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>\$1,980,064</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Const. Phase)	<u>\$ 48,000</u>
MISC. (permits, prints, advertising)	
TOTAL	<u>\$2,028,064</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: 4011 DEPT: 721 UNIT: W037 OBJ: 6502

FUNDING SOURCE (CHECK ALL THAT APPLY): ☐ AD VALOREM ☒ OTHER

☐ FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? ☐ YES ☒ NO

BAS APPROVED BY: Eggertson DATE: 3/12/2014

ENCUMBRANCE NUMBER: _____

FACILITIES DEVELOPMENT & OPERATIONS BUDGET AVAILABILITY STATEMENT

PHONE: 233-0271
FAX: 233-0270

PROJECT NO.: 13203

BCC RESOLUTION#: R2012-1002
(Annual CM @ Risk)
DATE: 07/10/12

CSA or CHANGE ORDER NUMBER: Amendment #6 (Roof portion only)

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

CONSTRUCTION	\$299,936
PROFESSIONAL SERVICES	
STAFF COSTS** (Const. Phase)	
MISC. (permits, prints, advertising)	
TOTAL	\$299,936

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUNDING SOURCE (CHECK ALL THAT APPLY): ☒ AD VALOREM ☐ OTHER

SUBJECT TO IG FEE? ☐ YES ☒ NO

ENCUMBRANCE NUMBER: _____

**AMENDMENT NO. 6 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
WUD CUSTOMER SERVICE GLADES AREA
PROJECT NO. 13203**

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 **\$2,280,000** for the construction costs of WUD Customer Service Glades Area. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 224 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: _____
Priscilla A. Taylor, 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)

Edward C. Meizinger
Name (type or print)

President
Title

(Corporate Seal)*





95% DOCUMENTS ESTIMATE
(includes full roof replacement)

EXHIBIT A

Palm Beach County - WUD Customer Service Glades Area
PALM BEACH COUNTY JOB NUMBER :13203 - TRILLIUM JOB NUMBER: 13-25-008
TRILLIUM CONSTRUCTION INC.



SUMMARY BUDGET ITEMS - GMP FORMAT

LINE ITEM	DESCRIPTION	LINE ITEM SUBTOTAL	LINE ITEM SUBTOTAL	PERCENT OF TOTAL GMP		
01.0	PRECONSTRUCTION MANAGERS FEE				NOT INCLUDED IN THE BELOW GMP TOTAL (authorized by previous task #6)	
02.0	CONSTRUCTION MANAGERS FEE <small>INCLUDES OVERHEAD & PROFIT; OFF & ON-SITE EXP</small>		\$ 379,996	16.87%		
02.1	OFF-SITE	\$ 30,319		1.33%		
02.2	ON-SITE	\$ 241,100		10.87%		
02.3	OVERHEAD & PROFIT	\$ 108,577		4.78%		
03.0	COST OF THE WORK		\$ 1,801,733	79.02%		
03.1	GENERAL CONDITIONS	\$ 55,014		2.41%		
03.2	CSI DIVISIONS 1 THROUGH 16	\$ 1,746,718		76.61%		
04.0	SUBTOTAL		\$ 2,181,729	86.69%		
05.0	BONDS		\$ 37,238	1.63%		
06.0	INSURANCE & BUILDERS RISK		\$ 31,033	1.34%		
07.0	SALES TAX RECOVERY		\$ -	0.00%	NOT APPLICABLE THIS PROJECT	
08.0	SUBTOTAL		\$ 2,250,000	88.66%		
09.0	CONSTRUCTION CONTINGENCY		\$ 30,000	1.32%		
10.0	GUARANTEED MAXIMUM PRICE <small>(EXCLUDING PRECONSTRUCTION)</small>		\$ 2,280,000	100.00%	31.57% <= Schedule 1 anticipated SBE :	\$ 719,772



NCI NIELSON, ROSENHAUS & ASSOCIATES

March 20, 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

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

Attached to and part of BOND NO. 80086113

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 Kinetic Road, Ste. B.
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 57th Avenue, Suite 201
Lake Worth, FL 33463
561-432-5550

OBLIGEE: Palm Beach County Board of County Commissioners
2633 Vista Parkway
West Palm Beach, FL 33411-5604
(561) 233-0261

PROJECT: WUD Customer Service Glades Area

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 80086113
BOND AMOUNT \$2,280,000.00
CONTRACT AMOUNT \$2,280,000.00
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: WUD Customer Service Glades Area – interior renovations to the first floor
 of an existing two story office building

PROJECT LOCATION: 2976 State Road 15., Belle Glade, Florida 33430

LEGAL DESCRIPTION: 2976 State Road 15., Belle Glade, Florida 33430

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

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 (\$ 2,280,000.00 .) (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: WUD Customer Service Glades Area

Project No.: 13203

Project Description: interior renovations to the first floor of an existing two story office building

Project Location: 2976 State Road 15., Belle Glade, Florida 33430

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Colome" & Associates

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 PBC WUD Customer Service Glades Area #13203 , 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.

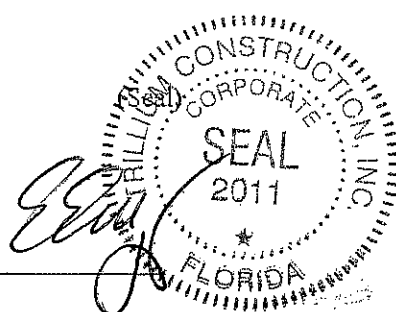
Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in 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.

Aurelia P. Spinnello
Witness

Trillium Construction Inc.
Principal

Edward E. Meinzinger
Trillium Construction Inc.
President
Title



Jacki Henry
Witness

The Guarantee Company of North America
USA

Surety [Signature] (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 PBC WUD Customer Service Glades Area #13203, 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.

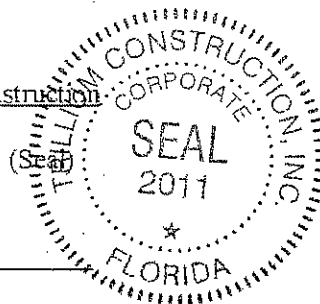
DATED _____
(Date to be filled in at substantial completion)

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 Rosenharts
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, 2033. 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

Stephen C. Ruschak, Vice President

Randall Musselman

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

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, 2015
Acting in Oakland County

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

Cynthia A. Takai

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



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

day of

Randall Musselman

Randall Musselman, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2014

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).

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
INSURED Trillium Construction, Inc 1450 Kinetic Road, Suite B Lake Park, FL 33403	INSURER(S) AFFORDING COVERAGE INSURER A: National Trust Insurance Company NAIC # 20141 INSURER B: FCCI Commercial Insurance Co. 33472 INSURER C: Ameritrust Insurance Corporation 10665 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 7436122 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL0015307	5/2/2013	5/2/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA0024036	5/2/2013	5/2/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB0016577	5/2/2013	5/2/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	WC0785003	5/2/2013	5/2/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

PBC WUD Customer Service Glades Area PBC Project #13203
Palm Beach County, a political subdivision of the State of Florida, its officers,agents and employees as Additional Insured for all required insurance coverage,s, except Workers Compensation and Business Auto Liability.

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

Joann Braden



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.

PRODUCER Wells Fargo Insurance Services USA Inc. 2054 Vista Parkway, Suite 400 West Palm Beach FL 33411	CONTACT NAME: Brian Cronin PHONE (A/C, No, Ext): (561) 655-5500 FAX (A/C, No): (855) 420-6662 E-MAIL ADDRESS: Brian.Cronin@wellsfargo.com PRODUCER CUSTOMER ID:
INSURED Trillium Construction, Inc 1450 Kinetic Road, Suite B Lake Park FL 33403	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co. NAIC # 19682 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: Cert ID 425622 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PBC WUD Customer Service Area Project #13203 - 2975 State Road 15, Belle Glade, FL 33436 -
Builders Risk w/wind and transit coverage

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	PROPERTY	21MSVN7700	3/25/2014	3/25/2015	<input checked="" type="checkbox"/> BUILDING	\$ 2,280,064
	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	\$
A	<input checked="" type="checkbox"/> INLAND MARINE	TYPE OF POLICY	3/25/2014	3/25/2015	<input checked="" type="checkbox"/> Transit	\$ 100,000
	CAUSES OF LOSS	IM - Transit			<input type="checkbox"/>	\$
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER			<input type="checkbox"/>	\$
	<input checked="" type="checkbox"/> Special	21MSVN7700			<input type="checkbox"/>	\$
	<input type="checkbox"/> CRIME				<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"/>	\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PBC WUD Customer Service Glades Area PBC Projhect #13203
2976 State Road 15, Belle Glade, FL 33436
Renovations to the 1st floor of an existing 2 story building and replacement of existing exterior windows with impact rated windows on both floors including roof work

CERTIFICATE HOLDER Palm Beach County c/o Capital Improvements 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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