

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>\$277,078</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$277,078</u>				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No
Budget Account No: Fund 4011 Dept 721 Unit W002 Object 6541

Reporting Category _____

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

Funding for this project are from WUD User Fees

CONSTRUCTION	\$273,814
STAFF COSTS	<u>\$ 3,264</u>
TOTAL	\$277,078

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

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

OFMB KW
8/28 931

In. J. Jacobson
Contract Administrator
9-2 B. B. B. B.

B. Legal Sufficiency:

Marlon R. Pratt 9/8/15
Assistant County Attorney

C. Other Department Review:

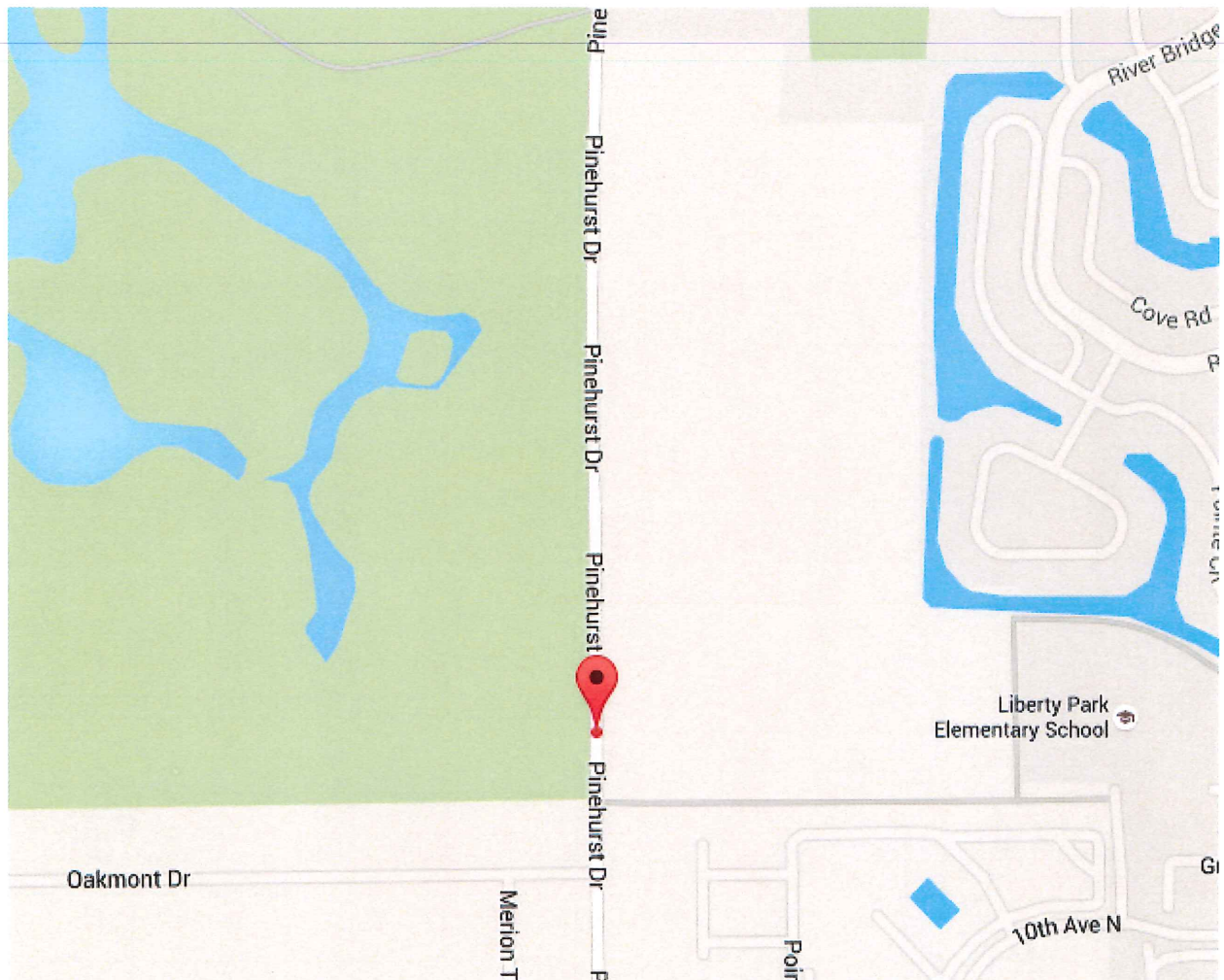

Water Utilities Department Director

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

LOCATION MAP

Project No: 15329

Project Name: WUD WTP No. 2 – Fire Alarm Replacement and New Lift



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 08/14/15

REQUESTED BY: Anthony Longo

PHONE: 233-0219

PROJECT TITLE: WTP #2 Fire Alarm Replacement & New Lift

PROJECT NO.: 15329

LOCATION: 2956 Pinehurst Drive, West Palm Beach

LOCATION DESCRIPTION:

BUILDING NUMBER:

CONTRACTOR/CONSULTANT NAME: Trillium Construction Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: CM@ Risk - GMP for construction services.

CONSTRUCTION	<u>\$273,814</u>
ARCHITECT/ENGINEER/CONSULTANT	<u>N/A</u>
STAFF COSTS*	<u>N/A</u>
EQUIPMENT/ <u>OTHER</u> (Permit Fees)	<u>\$3,264</u>
CONTINGENCY	<u>N/A</u>
TOTAL	<u>\$277,078</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: 4041 DEPT: 771 UNIT: W002 OBJ: 6541 SUBOBJ:

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

If Grant(s), specify name of Grant(s): land use fees

SUBJECT TO INSPECTOR GENERAL FEE ☐ YES ☐ NO

BAS APPROVED BY: [Signature] DATE: Aug. 21. 2015 9-71-15

ENCUMBRANCE NUMBER: _____

**AMENDMENT NO. 9 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
WATER TREATMENT PLANT #2 – FIRE ALARM REPLACEMENT & NEW LIFT
PROJECT NO. 15329**

WHEREAS, the Owner and Construction Manager (**Trillium Construction Inc.**) acknowledge and agree that the Contract between Owner and Construction Manager dated July 10, 2012 (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 \$273,814 for the construction costs of Water Treatment Plant No. 2 – Fire Alarm Replacement and New Lift. Refer to Exhibit A.

(2) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 117 calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$250.00/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

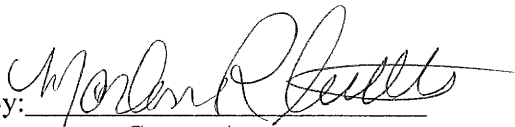
PALM BEACH COUNTY BOARD, FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

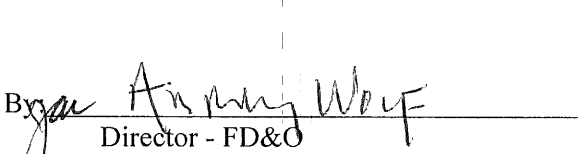
By: _____
Deputy Clerk

By: _____
Shelley Vana, 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


Signature

Cathy K Choban
Name (type or print)

CONSTRUCTION MANAGER:
TRILLIUM CONSTRUCTION INC.


Signature

E E MEININGER
Name (type or print)

PRESIDENT
Title

(Corporate Seal)



EXHIBIT A

Palm Beach County - Water Utility Department - Water Treatment Plant #2 - FIRE ALARM REPLACEMENT and NEW LIFT

PALM BEACH COUNTY JOB NUMBER :15329 - TRILLIUM JOB NUMBER: 15-25-040

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		\$ 4,670	1.71%	INCLUDED IN THE BELOW GMP TOTAL			
02.0	CONSTRUCTION MANAGERS FEE		\$ 74,038	27.04%				
	(INCLUDES OFFPON SITE, OVERHEAD & PROFIT)							
02.1	OFF-SITE	\$ 6,652		2.43%				
02.2	ON-SITE	\$ 42,918		15.67%				
02.3	OVERHEAD & PROFIT	\$ 24,468		8.94%				
03.0	COST OF THE WORK		\$ 174,158	63.60%				
03.1	GENERAL CONDITIONS	\$ 10,961		4.00%				
03.2	CSI DIVISIONS 1 THROUGH 16	\$ 163,197		59.60%				
04.0	SUBTOTAL		\$ 252,865	92.35%				
05.0	BONDS		\$ 4,456	1.63%				
06.0	INSURANCE & BUILDERS RISK		\$ 1,643	0.60%				
07.0	ANTICIPATED SALES TAX RECOVERY		\$ -	0.00%				
08.0	SUBTOTAL		\$ 258,964	94.58%				
09.0	CONSTRUCTION CONTINGENCY		\$ 14,850	5.42%				
10.0	GUARANTEED MAXIMUM PRICE (INCLUDING PRECONSTRUCTION)		\$ 273,814	100.00%	10.64%	<= anticipated SBE =>	\$ 29,136	

SCHEDULE 1

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

PROJECT NAME OR BID NAME: PBC WUD Water Treatment #2 Elevator & Fire Alarms PROJECT NO. OR BID NO.: 15329

NAME OF PRIME BIDDER: Trillium Construction Inc. ADDRESS: 1450 B Kinetic Rd Lake Park, FL 33403

CONTACT PERSON: Ed Meinzing PHONE NO.: 561-296-0700 FAX NO.: 561-296-0718

BID OPENING DATE: _____ 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 Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Andrea Construction, Inc. 2112334 77 th PL North West Palm Beach, FL 33412	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	\$12,025.00
2. Tony Rodrigues Metal Framing, Inc. 220 Venus St. # 220 Jupiter, FL 33458	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	\$7,111.00
3. Maurice Electric, Inc. 11031 51 st Ct North West Palm Beach, FL 33411	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	\$ 10,000.00
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$ _____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$ _____

(Please use additional sheets if necessary)

Total _____ \$29,136.00

Total Bid Price \$ 273,814.00

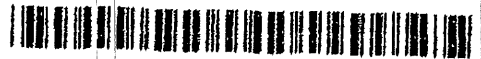
Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 10.64%

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

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.

Revised 9/7/2011



CFN 20150313887
OR BK 27756 PG 1606
RECORDED 08/24/2015 10:38:28
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1606 - 1611; (6pgs)

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

Attached to and part of BOND NO. 80109053
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

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

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

AGENT: Nielson, Rosenhaus & Associates
8401 Lake Worth Road, Ste. 2-231
Lake Worth, FL 33467
561-713-1453

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

SH
12/4/15

PROJECT: Water Treatment Plant #2 Fire Alarm Replacement and New Lift, Project No. 15329

PUBLIC CONSTRUCTION BOND

BOND NUMBER 80109053

BOND AMOUNT \$273,814.00

CONTRACT AMOUNT \$273,814.00

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: Water Treatment Plant #2 – Furnish & Install 1,000# HC Lift and Replace Existing Fire Alarm System

PROJECT LOCATION: 2956 Pinehurst Drive, West Palm Beach, FL 33407

LEGAL DESCRIPTION: 2956 Pinehurst Drive, West Palm Beach, FL 33407

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 (\$ 273,814.00) (Here insert a sum equal to the Contract Price)

11/28/11

Public Construction Bond - 1

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: Water Treatment Plant #2 Fire Alarm Replacement and New Lift

Project No.: 15329

Project Description: F & I 1,000# HC Lift and Replace Existing Fire Alarm System

Project Location: 2956 Pinehurst Drive, West Palm Beach, FL 33407

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Colome & Associates, Inc.

LOCATION OF FIRM: 530 24th Street, West Palm Beach, FL 33407

PHONE: 561-833-9147

FAX: 561-833-9356

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of **PBC Water Treatment Plant #2 Fire Alarm Replacement and New Lift Project # 15329**, 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.

P. O'Well

Witness

Trillium Construction Inc.
Principal

Edward E. Meinzinger
President
Title



Jackie Haynes

Witness Jackie Haynes

The Guarantee Company of North America USA
Surety

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 **PBC Water Treatment Plant #2 Fire Alarm Replacement & New Lift Project # 15329** , 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

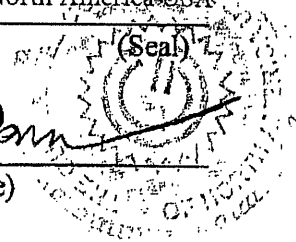
Edward E. Meinzinger, Trillium Construction
Inc., President
(Contractor)

By: _____
(Signature)



The Guarantee Company of North America USA
(Surety)

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

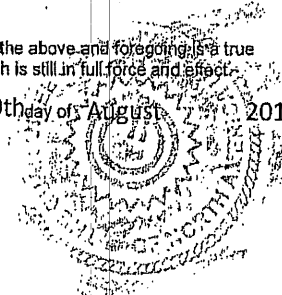
I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 20th day of August 2015.

Randall Musselman

Randall Musselman, Secretary



STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 24 DAY OF Aug 2015

SHARON R. SOCK
CLERK & COMPTROLLER

By *Sharon R. Sock*
DEPUTY CLERK

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 USI Insurance Services, LLC 500 Columbia Drive, Ste 102 West Palm Beach, FL 33409-2718 561 693-0500		CONTACT NAME: Brian Cronin PHONE (A/C, No, Ext): 561 -693-050 FAX (A/C, No): 855-420-6662 E-MAIL ADDRESS:	
INSURED Trillium Construction Inc 1450-B Kinetic Road Lake Park, FL 33403		INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Fire Insurance Company INSURER B : North River Insurance Company INSURER C : Twin City Fire Insurance Compan INSURER D : AGCS Marine Insurance Company INSURER E : Tokio Marine Specialty Insuranc INSURER F : Hartford Ins Co of the Midwest	
		NAIC # 19682 21105 29459 22837 23850 37478	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSR	SUBR 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 <input checked="" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	21UENQ10138	05/02/2015	05/02/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 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
F	AUTOMOBILE LIABILITY <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	X	X	21UENQ10139	05/02/2015	05/02/2016	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	5811051222	05/02/2015	05/02/2016	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		X	21WEQ10140	05/02/2015	05/02/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Rental Equipment			MZI93041179	05/02/2015	05/02/2016	\$100k per item
E	Pollution/Profess	x		PHPK1329611	05/02/2015	05/02/2016	\$5,000,000/10,000,000
D	Installation			MZI93041179	05/02/2015	05/02/2016	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GENERAL LIABILITY - Automatic Additional Insured with Products & Completed Operations, on primary and non contributory basis, for the work of the insured, is included when required by written contract per policy form HG0001. Waiver of Subrogation applies to General Liability.

COMMERCIAL AUTO - Automatic Additional Insured and Waiver of Subrogation applies when required by written (See Attached Descriptions)

CERTIFICATE HOLDER Palm Beach County, Facilities Development & Operations & Operations, c/o Ins Tracking Servs Inc , PO Box 20270 Long Beach, CA 90801-0000	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 [Signature]
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DESCRIPTIONS (Continued from Page 1)

contract per forms HG0001, HA9916.

WORKERS COMPENSATION - Automatic Waiver of Subrogation when required by written contract per form WC000313.

UMBRELLA- policy is follow-Form and Automatic Additional Insured and Waiver of Subrogation applies over the primary policies; Auto Liability, Commercial General Liability, & Workers Compensation when required by written contract.

PROFFESIONAL & POLLUTION - Automatic Additional Insured when required by written contract arising out of performance of insured's contracting operations, completed operations or transportation per form PIEVCP042.

certholder:
Palm Beach County, Facilities Development& Operations
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, AGENTS AND EMPLOYEES AS ADDITIONAL INSURED FOR ALL REQUIRED INSURANCE COVERAGE, EXCEPT WORKERS COMPENSATION AND BUSINESS AUTO LIABILITY.
Palm Beach Countys Purchasing Agreement Contract #680-10054

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