

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

Meeting Date: November 17, 2015

[X] Consent

☐ Regular

[] Workshop

☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A. Amendment No. 10 to the contract with Trillium Construction Inc. (R2012-1002) in the amount of ~~\$599,135~~ for Tequesta Library Renovations project establishing a Guaranteed Maximum Price (GMP);
- B. Budget transfer in the amount of ~~\$18,308~~ in the 22.3M GO 06 Bond Fund from the Reserves to the Tequesta Project;
- C. Budget transfer in the amount of \$196,000 in the Library Improvement Fund from the Reserves to the A/C Repair Replacement Project; and
- D. Budget transfer in the amount of \$83,000 in the Library Improvement Fund from the Reserves to the Security/Fire Alarms Systems Project.

Summary: Approval of Amendment No. 10 will allow for upgrades to the air conditioning equipment, replacement of the fire alarm system, and the replacement of the existing roof system at the Palm Beach County Tequesta Branch Library facility. The roof, air conditioning, and fire alarm systems are all over 20 years old and have exceeded their life expectancy. The existing roof system is experiencing on-going maintenance problems and has been patched repeatedly. The existing fire alarm system has become increasingly difficult and expensive to maintain, is no longer supported by the manufacturer for replacement parts and is not expandable or upgradeable. Failure of this system is a life safety concern. The air conditioning equipment no longer functions efficiently and requires frequent maintenance and repairs to maintain operation. All of the new equipment and systems will meet or exceed all current code, energy, wind load requirements and require less maintenance, thereby reducing continuing maintenance costs. The Small Business Enterprise (SBE) goal for this contract is 15%. Trillium Construction Inc.'s SBE participation for this Amendment is 59%. Trillium Construction Inc. is a local firm and 92% of the work will be done by local contractors. The time of construction is 102 days. This project will be funded by the 22.3M GO 06 Bond Fund and the Library Improvement Fund. **(Capital Improvements Division) District 1 (ME)**

Background and Justification: Amendment No. 10 establishes a GMP of ~~\$599,135~~ and 102 calendar days for completion. The GMP includes the cost of work, the construction manager's fee and a contingency. 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. 10
4. Budget Transfer A (Fund 3022)
5. Budget Transfer B (Fund 3750)

Recommended by:

Joe

Army Warf

Department Director

10/21/15
Date

Date _____

Approved by:

W. B. Baker

County Administrator

11/9/15
Date

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$611,135	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	\$611,135				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget?	Yes	X	No	
Budget Account No:	Fund 3022	Dept 321	Unit L055	Object 6502
	Fund 3750	Dept 321	Unit L069	Object 6502
	Fund 3750	Dept 321	Unit L067	Object 6401
	Fund 3750	Dept 321	Unit L031	Object 6401
				\$18,308
				\$215,035
				\$295,119
				\$82,673

Reporting Category

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

Funding for this project will Amendment No. 3 is funded by General Obligations Bonds issued in 2006 and Ad Valorem taxes.

CONSTRUCTION	\$599,135
STAFF COSTS	\$ 12,000
TOTAL	\$611,135

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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

Signature

OFMB
10/26
10/28
10/28
MB
10/28

Signature

Contract Administrator
11/5/15

B. Legal Sufficiency:

Signature

11/9/15

Assistant County Attorney

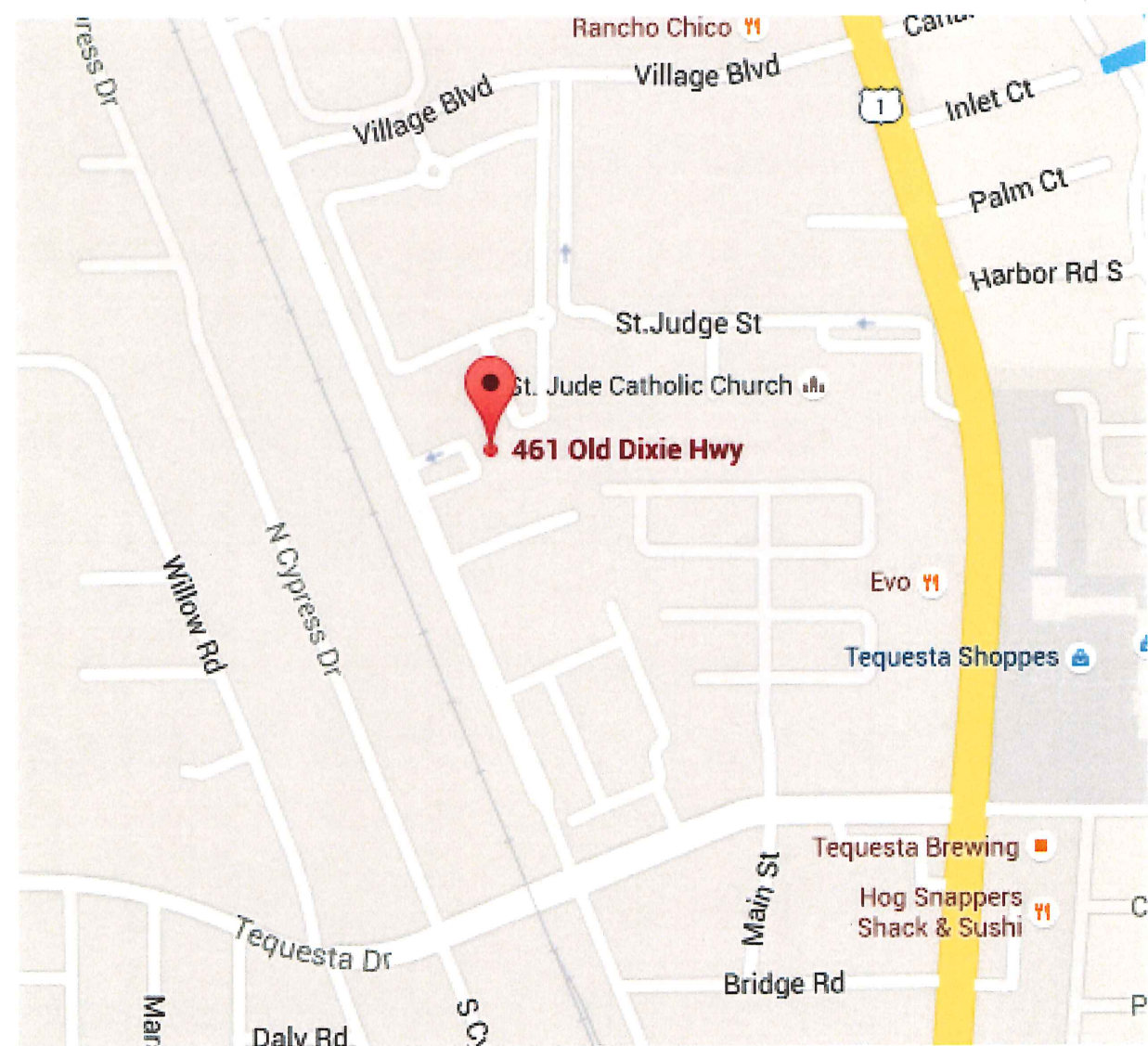
C. Other Department Review:

Signature

Department Director

LOCATION MAP

Project No: 14407.01
Project Name: Tequesta Library



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 9/18/15

REQUESTED BY: Tom McNamara

PHONE: 233-2057

PROJECT TITLE: Tequesta Library Renovations

PROJECT NO.: 14407.01

LOCATION: 461 Old Dixie Highway, Tequesta 33469

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	\$599,135.00
ARCHITECT/ENGINEER/CONSULTANT	N/A
STAFF COSTS*	\$ 12,000.00
EQUIPMENT/ OTHER (Permit Fees)	N/A
CONTINGENCY	N/A
TOTAL	\$611,135.00

*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:	DEPT:	UNIT:	OBJ:	SUBOBJ:
3022	321	L055	6502	\$18,308
3750	321	L069	6502	\$215,035
3750	321	L067	6401	\$295,119
3750	321	L031	6401	\$82,673

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

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

SUBJECT TO INSPECTOR GENERAL FEE ☐ YES ☐ NO

BAS APPROVED BY  DATE: 10/28/2015

ENCUMBRANCE NUMBER: _____

**AMENDMENT NO. 10 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
TEQUESTA LIBRARY RENOVATIONS
PROJECT NO. 14407.01**

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 \$599,135 for the construction costs of Tequesta Library Renovations. Refer to Exhibit A.

(2) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **102** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$96.00/day for failure to complete within the contract time or approved extension thereof.

(3) ATTACHMENTS: Exhibit A - GMP Proposal
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida
has made and executed this Amendment on behalf of the COUNTY and CONSTRUCTION MANAGER
has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS


By:  _____
County Attorney

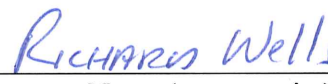
By:  _____
Director - FD&O

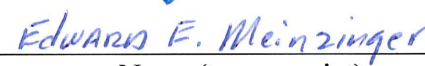
WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

CONSTRUCTION MANAGER:
TRILLIUM CONSTRUCTION INC.

 _____
Signature

 _____
Signature

 _____
Name (type or print)

 _____
Name (type or print)

 _____
Title





CONSTRUCTION DEVELOPMENT
ESTIMATE

EXHIBIT A
Palm Beach County - Library System - Tequesta Library Renovations
PALM BEACH COUNTY JOB NUMBER :14407.01 - TRILLIUM JOB NUMBER: 15-25-039
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		\$ 4,500	0.78%	INCLUDED IN THE BELOW GMP TOTAL				
02.0	CONSTRUCTION MANAGERS FEE (INCLUDES OFF/ON SITE, OVERHEAD & PROFIT)		\$ 87,880	14.87%					
02.1	OFF-SITE	\$ 10,828		1.81%					
02.2	ON-SITE	\$ 33,005		5.61%					
02.3	OVERHEAD & PROFIT	\$ 44,047		7.35%					
03.0	COST OF THE WORK		\$ 468,909	78.26%					
03.1	GENERAL CONDITIONS	\$ 28,941		4.83%					
03.2	CSI DIVISIONS 1 THROUGH 16	\$ 439,968		73.43%					
04.0	SUBTOTAL		\$ 561,289	93.68%					
05.0	BONDS		\$ 9,751	1.63%					
06.0	INSURANCE & BUILDERS RISK		\$ 3,595	0.60%					
07.0	ANTICIPATED SALES TAX RECOVERY		\$ -	0.00%					
08.0	SUBTOTAL		\$ 574,635	95.91%					
09.0	CONSTRUCTION CONTINGENCY		\$ 24,500	4.09%					
10.0	GUARANTEED MAXIMUM PRICE (INCLUDING PRECONSTRUCTION)		\$ 599,135	100.00%	69.00%	<= anticipated SBE =>	\$ 363,963		

SCHEDULE 1

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

PROJECT NAME OR BID NAME: Tequesta Library PROJECT NO. OR BID NO.: 14407.1

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

CONTACT PERSON: Ed Meinzinger 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	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Hi-Tech Roofing. 2266 4 th Ave Lake Worth, FL 33461	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$153,861.90	\$0.00
2. Tony Rodrigues Metal Framing, Inc. 220 Venus St. # 220 Jupiter, FL 33458	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$4,500.00	\$0.00
3. E. C. Stokes Mechanical Contractor, Inc. 2001 7 th Ave N Lake Worth, FL 33461	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$ 190,353.42		\$0.00
4. Maurice Electric, Inc. 11031 51 st Ct. North West Palm Beach, FL 33411	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$13,980.00	\$0.00
5.	<input type="checkbox"/>	<input type="checkbox"/>					\$

(Please use additional sheets if necessary)

Total			\$ 190,353.42	\$172,341.90	\$0.00
Total Bid Price \$ 599,135.00	Total SBE-M/WBE Participation Dollar Amount or Percentage of Work \$362,695.32 60.5%				

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

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

Attached to and part of BOND NO. 80109052

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
561-296-0700

SURETY: The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, MI 48076
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
561-233-0261

PROJECT: Tequesta Library – Replace Existing Standing Seam Roof and HVAC Systems Upgrades
--

PUBLIC CONSTRUCTION BOND

BOND NUMBER 80109052

BOND AMOUNT \$599,135.00

CONTRACT AMOUNT \$599,135.00

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

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: Tequesta Library – Replace Existing Standing Seam Roof and HVAC System Upgrades

PROJECT LOCATION: 461 Old Dixie Highway, Tequesta, FL 33469

LEGAL DESCRIPTION: 461 Old Dixie Highway, Tequesta, FL 33469

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 herein below defined, in the amount of

11/28/11

Public Construction Bond - 1

Dollars (\$599,135.00) (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: Tequesta Library – Replace Standing Seam Roof and HVAC Upgrades
Project No.: 14407.01
Project Description: Replace Existing Standing Seam Roof and HVAC Upgrades
Project Location: 461 Old Dixie Highway, Tequesta, FL 33469

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Gartek Engineering Corporation
LOCATION OF FIRM: 4723 W. Atlantic Ave, Suite A18, Delray Beach, FL 33445
PHONE: 561-637-8909
FAX: 561-637-8959

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 Tequesta Branch Library HVAC Project # 14407.01**, 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.

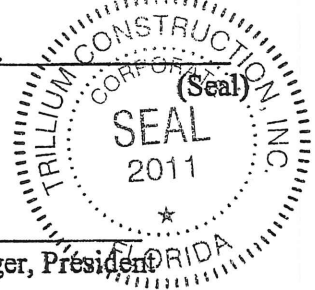
Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

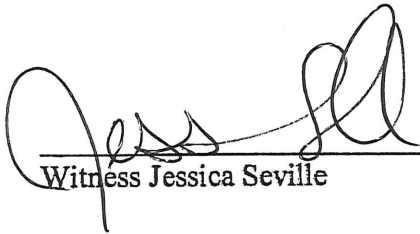
THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.




Witness

Trillium Construction Inc.
Principal

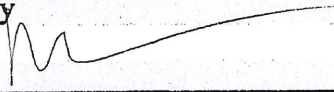




Witness Jessica Seville


Title Edward B. Meinzing, President

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 **PBC Tequesta Branch Library HVAC Project # 14407.01**, 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.

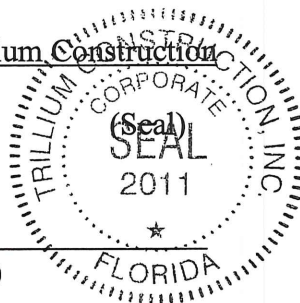
In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed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

Randall Musselman

Randall Musselman, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2015

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: <table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A : Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER B : North River Insurance Company</td><td>21105</td></tr><tr><td>INSURER C : Twin City Fire Insurance Compan</td><td>29459</td></tr><tr><td>INSURER D : AGCS Marine Insurance Company</td><td>22837</td></tr><tr><td>INSURER E : Tokio Marine Specialty Insuranc</td><td>23850</td></tr><tr><td>INSURER F : Hartford Ins Co of the Midwest</td><td>37478</td></tr></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : North River Insurance Company	21105	INSURER C : Twin City Fire Insurance Compan	29459	INSURER D : AGCS Marine Insurance Company	22837	INSURER E : Tokio Marine Specialty Insuranc	23850	INSURER F : Hartford Ins Co of the Midwest	37478
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Hartford Fire Insurance Company	19682																
INSURER B : North River Insurance Company	21105																
INSURER C : Twin City Fire Insurance Compan	29459																
INSURER D : AGCS Marine Insurance Company	22837																
INSURER E : Tokio Marine Specialty Insuranc	23850																
INSURER F : Hartford Ins Co of the Midwest	37478																
INSURED Trillium Construction Inc 1450-B Kinetic Road Lake Park, FL 33403																	

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			X	X	21UENQ10138		05/02/2015	05/02/2016	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000	
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR							MED EXP (Any one person)	\$5,000	
	<input checked="" type="checkbox"/>	BI/PD Ded:5,000								PERSONAL & ADV INJURY	\$1,000,000	
	<input type="checkbox"/>									GENERAL AGGREGATE	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:									PRODUCTS - COMP/OP AGG	\$2,000,000	
<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/> PROJECT	<input type="checkbox"/> LOC							\$		
F	AUTOMOBILE LIABILITY			X	X	21UENQ10139		05/02/2015	05/02/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/>	ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS							BODILY INJURY (Per person)	\$	
	<input type="checkbox"/>	ALL OWNED AUTOS								BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/>	HIRED AUTOS								PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/>										\$	
	B	<input checked="" type="checkbox"/>	UMBRELLA LIAB							<input checked="" type="checkbox"/> OCCUR	X	X
<input type="checkbox"/>		EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE	\$5,000,000							
<input type="checkbox"/>		DED	<input checked="" type="checkbox"/> RETENTION \$10000		\$							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X	21WEQ10140		05/02/2015	05/02/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <div>Y / N</div> <div>N</div>									E.L. EACH ACCIDENT	\$1,000,000	
	(Mandatory in NH)									E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below									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	CANCELLATION
Palm Beach County, Facilities Development & Operations & Operations, c/o Ins Tracking Servs Inc , PO Box 20270 Long Beach, CA 90801-0000	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 <i>Jany Monio</i>



NIELSON, ROSENHAUS & ASSOCIATES

A NIELSON HOOVER GROUP COMPANY

October 13, 2015

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

RE: Palm Beach County Board of County Commissioners, as Obligee
Project: Tequesta Library-Replace Existing Standing Seam Roof and HVAC Systems Upgrades
Bond No. 80109052

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 Board of County Commissioners, as 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

8401 Lake Worth Road

Suite 2-231

Lake Worth, FL 33467

P: 561.713.1453

F: 561.713.1455

www.nielsonbonds.com

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BGEX 321 100615 - 34

BUDGET TRANSFER
FUND 3022 22.3M GO 06, LIBRARY DISTRICT IMPROVEMENT

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/06/15	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>Tequesta Branch</u>							
321-L055 6502 Building Construction - CIP	0	0	18,308	0	18,308	0	18,308
 <u>RESERVES</u>							
321-9900 9908 Res - New Projects	15,763	18,308	0	18,308	0	0	0
 TOTAL APPROPRIATIONS & EXPENDITURES			18,308	18,308			

PALM BEACH COUNTY
LIBRARY SYSTEM

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

10/28/2015

Sherry Bm 11/2/15

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF NOVEMBER 17, 2015

Deputy Clerk to the
Board of County Commissioners

16 - 0182

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BGEX 321 100615 - 35


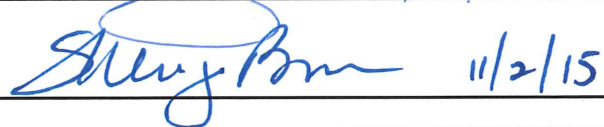
BUDGET TRANSFER
FUND 3750 LIBRARY IMPROVEMENT FUND

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/06/15	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>A/C REPAIR/REPLACEMENT</u>							
321-L067 6401 Machinery & Equipment	193,040	187,940	196,000	0	383,940	0	383,940
<u>SECURITY/FIRE ALARMS SYSTEMS</u>							
321-L031 6401 Machinery & Equipment	346,000	344,080	83,000	0	427,080	0	427,080
<u>RESERVES</u>							
321-9900 9908 Res - New Projects	2,401,237	2,401,237	0	279,000	2,122,237	0	2,122,237
TOTAL APPROPRIATIONS & EXPENDITURES			279,000	279,000	0		

PALM BEACH COUNTY
LIBRARY SYSTEM
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF NOVEMBER 17, 2015

Deputy Clerk to the
Board of County Commissioners

10/19