

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

Meeting Date: January 26, 2016

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** Amendment No. 11 to the contract with Trillium Construction Inc. (R2012-1002) in the amount of \$9,930,000 for the Water Utilities Department Western Region Operations Center (WUD WROC) Project establishing a Guaranteed Maximum Price (GMP).

Summary: Approval of Amendment No. 11 will allow for construction of the Western Region Operations Center for the Water Utilities Department, adjacent to the Lake Region Water Treatment Plant (WTP #11), consisting of operations and maintenance facilities and associated site work for WUD personnel serving the cities of Belle Glade, Pahokee and South Bay. This project will provide for a much needed permanent hardened and secure facility for WUD personnel serving the western communities currently housed in temporary modular facilities. The Small Business Enterprise (SBE) goal for this contract is 15%. Trillium Construction Inc.'s SBE participation for this Amendment is 41%. The time of construction is 483 days. This project will be funded by a one time capital expenditure from user fees. Trillium Construction Inc. is a local firm and 93% of the work will be done by local Palm Beach County contractors with a 28% Glades contractor participation. **(Capital Improvements Division) District 6 (ME)**

Background and Justification: Amendment No. 11 establishes a GMP of \$9,930,000 and 483 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. 11

Recommended by:   12/28/15
Department Director Date

Approved by:  1-15-16
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	<u>\$10,081,550</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$10,081,550</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 4011 Dept 721 Unit W037 Object 6502
Program _____

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

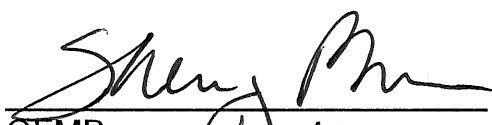
One (1) time capital expenditure from user fees with balances brought forward.

CONSTRUCTION	\$ 9,930,000
STAFF COSTS	<u>\$ 151,550</u>
TOTAL	\$10,081,550

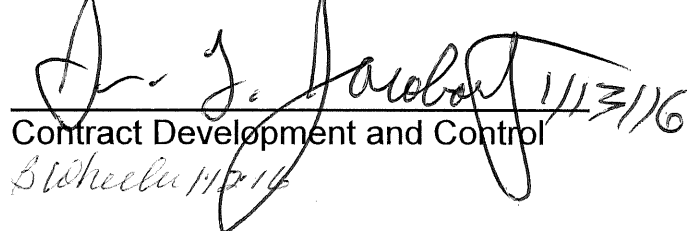
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:



OFMB *1/11/16*




Contract Development and Control *1/13/16*
B. Wheeler 1/12/16

B. Legal Sufficiency:



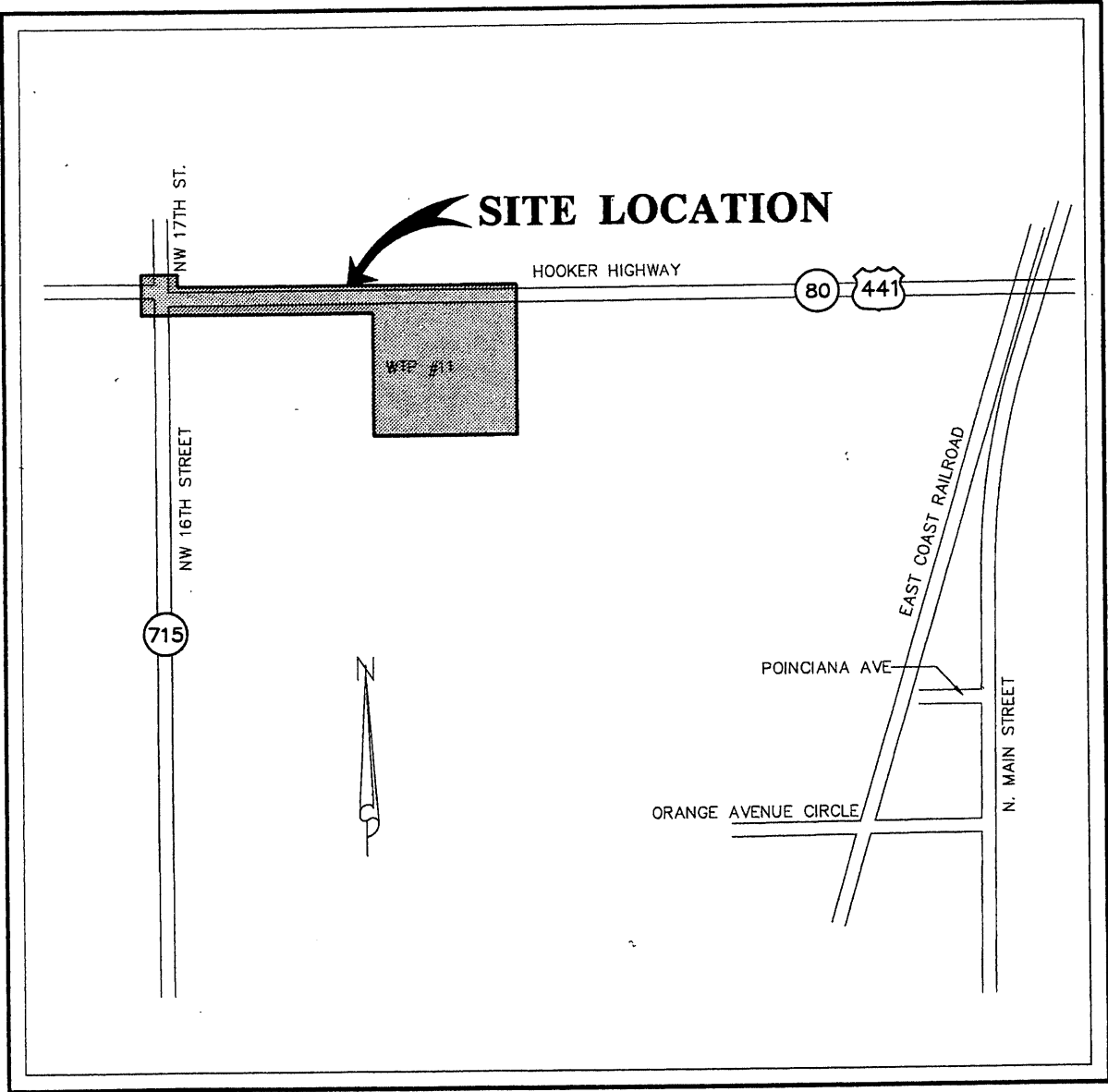
Assistant County Attorney *1/14/16*

C. Other Department Review:



Department Director

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



S18 & 19, T43S, R37E
S13 & 24, T43S, R36E

LOCATION MAP

N.T.S.

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 12/14/15 REQUESTED BY: Anil Patel

PHONE: 233-0271
FAX: 233-0270

PROJECT TITLE: WUD WROC

PROJECT NO.: 15206

ORIGINAL CONTRACT AMOUNT: NA – Annual

BCC RESOLUTION#: R-2012-1002
(Annual CM @ Risk)
DATE: 07/10/12

REQUESTED AMOUNT: \$10,081,550

GSA or CHANGE ORDER NUMBER: Amendment #11

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>\$ 9,930,000</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Const. Phase)	<u>\$ 151,550</u>
MISC. (permits, prints, advertising)	
TOTAL	<u>\$10,081,550</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: [Signature]

DATE: 12/16/15

ENCUMBRANCE NUMBER: _____

**AMENDMENT NO. 11 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
WATER UTILITIES DEPARTMENT WESTERN REGION OPERATIONS CENTER (WUD WROC)
PROJECT NO. 15206**

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 **\$9,930,000** for the construction costs of WUD WROC. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 483 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.

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: _____
Mary Lou Berger, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: *Marken Plett*
County Attorney

By: *Joe Armer Wolf*
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

Richard Wells
Signature

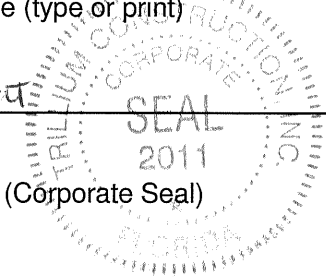
Richard Wells
Name (type or print)

CONSTRUCTION MANAGER: **TRILLIUM
CONSTRUCTION, INC.**

Edward Meinzingel
Signature

Edward Meinzingel
Name (type or print)

President
Title
(Corporate Seal)





Palm Beach County - Water Utilities Department - Western Region Operations Center
PALM BEACH COUNTY JOB NUMBER :15206 - TRILLIUM JOB NUMBER: 15-25-035
TRILLIUM CONSTRUCTION INC.

90% CONSTRUCTION DOCUMENT
GMP

SUMMARY BUDGET ITEMS - GMP FORMAT

LINE ITEM	DESCRIPTION	LINE ITEM SUBTOTAL	LINE ITEM SUBTOTAL	PERCENT OF TOTAL GMP
01.0	PRECONSTRUCTION MANAGERS FEE			
02.0	CONSTRUCTION MANAGERS FEE (INCLUDES OFFON SITE; OVERHEAD & PROFIT)		\$ 1,183,954	11.82%
02.1	OFF-SITE	\$ 110,184		1.14%
02.2	ON-SITE	\$ 690,271		6.95%
02.3	OVERHEAD & PROFIT	\$ 383,499		3.88%
03.0	COST OF THE WORK		\$ 8,446,217	85.06%
03.1	GENERAL CONDITIONS	\$ 307,827		3.10%
03.2	CSI DIVISIONS 1 THROUGH 16	\$ 8,138,391		81.96%
04.0	SUBTOTAL		\$ 9,630,171	96.98%
05.0	BONDS		\$ 92,140	0.83%
06.0	INSURANCE-& BUILDERS RISK		\$ 98,489	0.99%
07.0	ANTICIPATED SALES TAX RECOVERY		\$ (40,971)	-0.41%
08.0	SUBTOTAL		\$ 9,779,829	98.49%
09.0	CONSTRUCTION CONTINGENCY		\$ 150,171	1.51%
10.0	GUARANTEED MAXIMUM PRICE (NOT INCLUDING PRECONSTRUCTION)		\$ 9,930,000	100.00%



NIELSON, ROSENHAUS & ASSOCIATES

A NIELSON HOOVER GROUP COMPANY

December 16, 2015

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

RE: Palm Beach County Board of County Commissioners, as Obligee
Project: Water Utilities Department Western Region Operations Center (WUD WROC), Project No. 15206
Bond No. 80109055

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.

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

Attached to and part of BOND NO. 80109055
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-B Kinetic Road
Lake Park, FL 33403
561-296-0700

SURETY: The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, MI 48076
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
561-233-0200

PROJECT: Water Utilities Department Western Region Operations Center (WUD WROC), Project No. 15206

PUBLIC CONSTRUCTION BOND

BOND NUMBER 80109055

BOND AMOUNT \$9,930,000.00

CONTRACT AMOUNT \$9,930,000.00

CONTRACTOR'S NAME: Trillium Construction Inc.

CONTRACTOR'S ADDRESS: 1450-B Kinetic Road, 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) 233-0200

DESCRIPTION OF WORK: Water Utilities Department Western Region Operations Center (WUD WROC)

PROJECT LOCATION: 39700 Hooker Highway, Belle Glade, FL 33430

LEGAL DESCRIPTION: PCN: 00.37.43.19.00.000.3060

19-43-37, W 180 FT OF E 1/2 OF NE 1/4 OF NW 1/4 (LESS N 160 FT
HOOKER HWY R/W) & ELY 568.93 FT OF W 1/2 OF NE 1/4 OF NW

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
2633 Vista Parkway
West Palm Beach, Florida 33411

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Dollars (\$ 9,930,000.00) (Nine Million Nine Hundred Thirty Thousand Dollars)

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 Utilities Department Western Region Operations Center (WUD WROC)
Project No.: 15206

Project Description: 8,060 SF Warehouse Building, 7,021 SF Shop Building, 2,500 SF Generator Building, 1,000 SF Vehicle Wash, 640 SF Chiller Yard and associated architectural, mechanical, structural, electrical, security, IT, plumbing, fire protection systems, and all various civil/site improvements, earthwork, paving, drainage, water and wastewater, signage and marking, site lighting and power distribution, septic tank abandonment, and on-site duplex submersible wastewater lift station, force main, modifications to the existing process lift station, coordination and tie-ins to existing facilities.

Project Location: 39700 Hooker Highway, Belle Glade, FL 33430

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Mathews Consulting

LOCATION OF FIRM: 477 S. Rosemary Avenue, Suite 330, West Palm Beach, FL 33401

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 Water Utilities Department Western Region Operations Center (WUD WROC), Project No. 15206, 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.

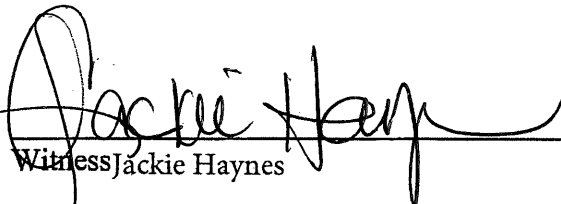
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions 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.

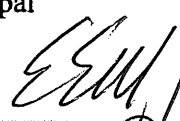
THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(3), ARE INCORPORATED IN THIS BOND BY REFERENCE.


Witness RICHARD WELLS


Witness Jackie Haynes

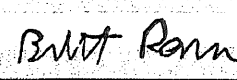
Trillium Construction Inc.

Principal


Title Edward E. Meinzinger, 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 Water Utilities Department Western Region Operations Center (WUD WROC), Project No. 15206, 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.

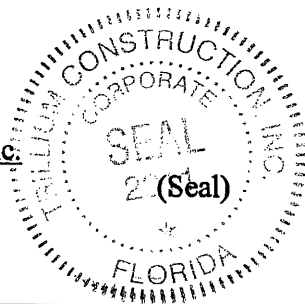
In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed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

Trillium Construction Inc.
(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

POWER OF ATTORNEY

Southfield, Michigan

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

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Tuesday, December 22, 2015

Images

Contracts

Insured: Trillium Construction, Inc. Insured ID: R2012-1002-PBC

Status: Compliant

ITS Account Number: PLC1677

Project(s): Palm Beach County - Capital Improvements

Insurance Policy	Required	Provided	Override
------------------	----------	----------	----------

General Liability

Expiration: 5/2/2016

General Aggregate:	\$1,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$2,000,000	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	

Automobile Liability

Expiration: 5/2/2016	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$1,000,000	\$1,000,000	

Workers

Compensation/Employers Liability

Expiration: 5/2/2016

Each Accident:	\$100,000	\$1,000,000	
Disease - Policy Limit:	\$500,000	\$1,000,000	
Disease - Each Employee:	\$100,000	\$1,000,000	

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 <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"/> PRO-JECT <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 type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED 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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> 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? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	21WEQ10140	05/02/2015 05/02/2016 <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
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, c/o Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801	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 Monis</i>

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 Liabiity, 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.

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

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): 561-693-0500 E-MAIL ADDRESS: brian.cronin@usi.biz	FAX (A/C, No): 855-420-6662
INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Fire Insurance Company		NAIC # 19682
INSURED Trillium Construction, Inc 1450 Kinetic Road, Suite B Lake Park, FL 33403	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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				
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$			
	<input type="checkbox"/>	CLAIMS-MADE						<input type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	<input type="checkbox"/>							MED EXP (Any one person)	\$			
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$			
	<input type="checkbox"/>							GENERAL AGGREGATE	\$			
	<input type="checkbox"/>							PRODUCTS - COMP/OP AGG	\$			
GEN'L AGGREGATE LIMIT APPLIES PER:								\$				
<input type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC							
<input type="checkbox"/>	OTHER:											
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$			
	<input type="checkbox"/>	ANY AUTO						<input type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per person)	\$	
	<input type="checkbox"/>	ALL OWNED AUTOS							NON-OWNED AUTOS	BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/>	HIRED AUTOS								PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/>										\$	
	<input type="checkbox"/>											
	<input type="checkbox"/>	UMBRELLA LIAB						EACH OCCURRENCE	\$			
	<input type="checkbox"/>	EXCESS LIAB						<input type="checkbox"/>	OCCUR	AGGREGATE	\$	
	<input type="checkbox"/>							CLAIMS-MADE				
	<input type="checkbox"/>	DED						<input type="checkbox"/>	RETENTION \$	\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							<input type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							<input type="checkbox"/>	Y / N	N / A	E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$	
										E.L. DISEASE - POLICY LIMIT	\$	
A	Builders Risk				21MSHV4599	01/27/2016	06/27/2017	See Description				

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

RE: 39860 Hooker Highway, Belle Glade, FL 33430

Builders Risk Policy

New Construction / Hard Costs Limit - \$7,633,685

Transit - \$250,000

Temporary Storage - \$250,000

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) PO Box 20270 Long Beach, CA 90801	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 Morris</i>

DESCRIPTIONS (Continued from Page 1)

Maximum Limit - \$7,633,685
Soft Costs - \$1,296,315
Equipment Breakdown - \$8,930,000
5% Wind Deductible subject to a \$50,000 minimum
Soft Cost Deductible - 5 days
All Other Perils Deductible - \$10,000