

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	<u>\$247,138</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>
Operating Expenses	<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>\$247,138</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Dept 721 Unit W038 Object 6543

Is Item Included in Current Budget? Yes No

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

One (1) time expenditure from user fees, connection fees, and balance brought forward.

C. Department Fiscal Review: *Silvia M. White*

III. REVIEW COMMENTS

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

[Signature]
 510 CA
 10/21 10/21
 OFMB

[Signature] 10/30/15
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 10/28/15
 Assistant County Attorney

C. Other Department Review:

 Department Director

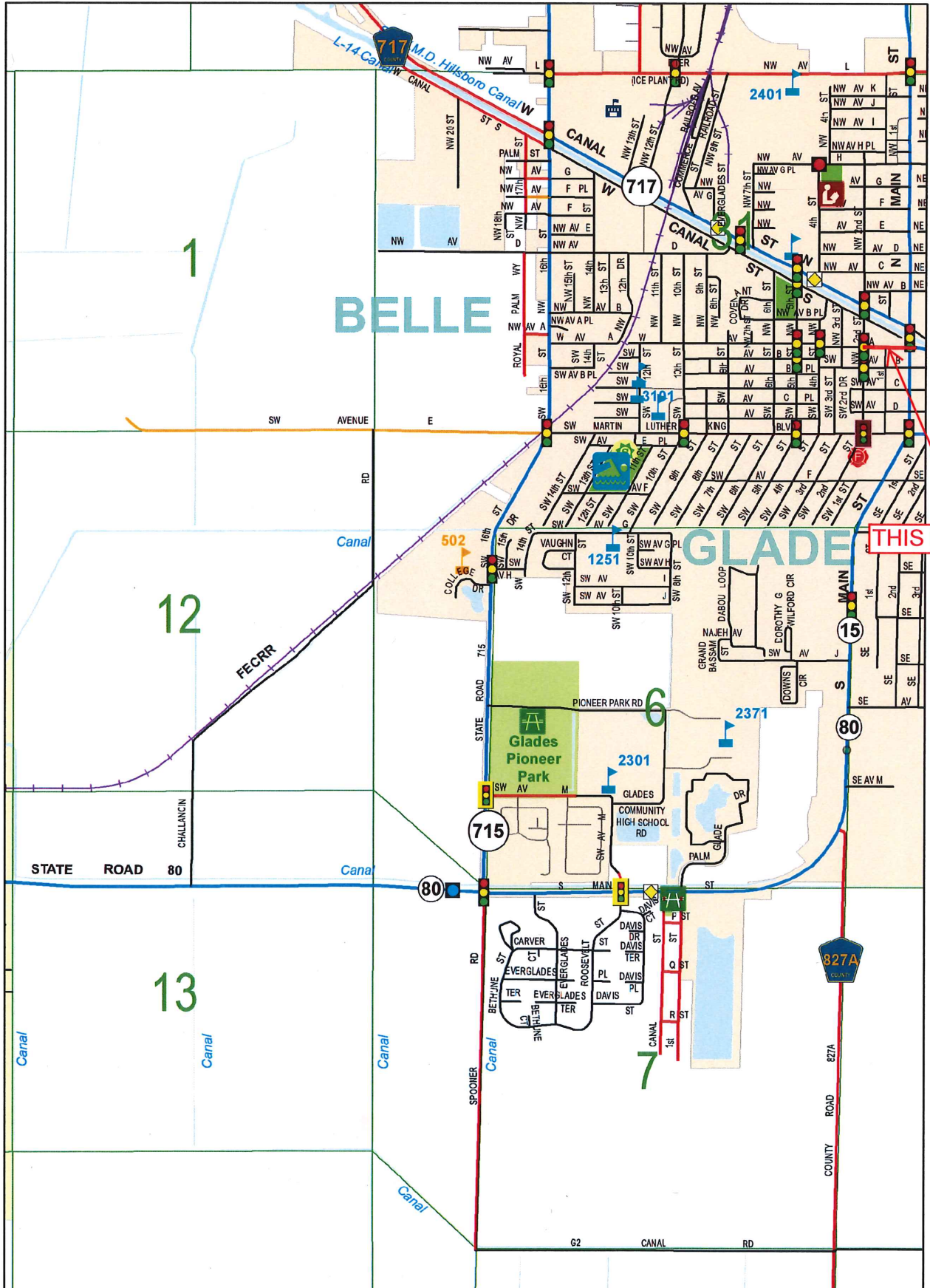
PP
AGENDA ITEM;
ATTACHMENT 1
LOCATION MAP

00

TWP
44

TWP
44

TWP
44



20

21

22

BELLE

GLADE

THIS PROJECT

RNG 36

RNG 37

WORK AUTHORIZATION NO. 22

Palm Beach County Water Utilities Department
Pipeline Continuing Construction Contract 13-020

Project Title: GL06-WM Extension along W Ave. A, NW 2nd St. to Main St. (SR 80)

Project No. WUD 15-061

District: 6

Budget Line Item No.: 4011-721-W038-6543

THIS AUTHORIZATION No.22 to the Contract for Construction Services dated May 07, 2013 (R2013 -0550), by and between Palm Beach County and the Contractor identified herein, is for the Construction Services of this Work Authorization. The Contract provides for 20.96% SBE participation overall. This Work Authorization includes 17.97% overall participation. The cumulative proposed SBE participation, including this authorization is 18.06% overall. Additional authorization will be utilized to meet or exceed the stated overall participation goal;

1. CONTRACTOR: Johnson-Davis Incorporated
2. ADDRESS: 604 Hillbrath Drive, Lantana, FL 33462
3. Description of Services (Scope of Work) to be provided by the Contractor:

See **ATTACHMENT A.**

4. Services completed by the Contractor to date:

See **ATTACHMENT G.**

5. Contractor shall begin work promptly or deliver ordered materials within the following calendar days from the issuance of Notice to Proceed (NTP):

Substantial Completion **120** Calendar Days

Final Construction Completion **150** Calendar Days

Liquidated damages will apply as follows:

\$1,000.00 per day past substantial completion date.

\$500.00 per day past final completion date.

(For Liquidated Damages Rates see **ATTACHMENT B**)

6. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$247,138.34
7. EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated May 07, 2013 remain in full force and effect.

WORK AUTHORIZATION NO. 22

Project No. WUD 15-061

Project Title: GL06-WM Extension along W Ave. A, NW 2nd St. to Main St. (SR 80)

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Sharon R. Bock, Clerk & Comptroller,
Palm Beach County

Palm Beach County,
Board of County Commissioners

ATTEST:

Signed: _____

Signed: _____
Mayor

Typed Name: _____
Deputy Clerk

Date
JCS

Approved as to Form and Legal
Sufficiency

Signed: _____

Typed Name: _____
County Attorney

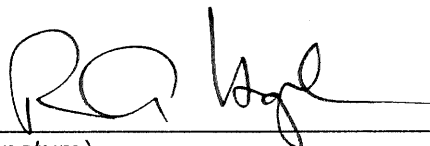
CONTRACTOR: Johnson-Davis, Inc.

ATTEST:

Witness



(Signature)



CHRIS JOHNSON Secy. TREAS.
(Name and Title)

ROBERT A. HOPPER, VICE PRESIDENT
(Name and Title)

(CORPORATE SEAL)

Date 9/16/15

LIST OF ATTACHMENTS

WORK AUTHORIZATION NO. 22

**Palm Beach County Water Utilities Department
Pipeline Continuing Construction Contract 13-020**

ATTACHMENT – A	Compensation Summary (Scope of Work)
ATTACHMENT – B	Rate for Liquidated Damages
ATTACHMENT – C	Public Construction Bond
ATTACHMENT – D	Form of Guarantee
ATTACHMENT – E	Work Authorization Schedule of Bid Items
ATTACHMENT – F	SBE Schedule 1 and Schedule 2
ATTACHMENT – G	Authorization Status Report - Summary and Status of Authorizations
ATTACHMENT – H	Authorization Status Report - Summary of SBE/Minority Business Tracking
ATTACHMENT – I	Location Map

ATTACHMENT A

WORK AUTHORIZATION NO. 22

Palm Beach County Water Utilities Department
Pipeline Continuing Construction Contract 13-020

SCOPE OF WORK FOR

GL06-WM Extension along W Ave. A, NW 2nd St. to Main St. (SR 80)

INTRODUCTION

Palm Beach County (County) entered into an agreement entitled Contract for Pipeline Continuing Construction Services - Palm Beach County Water Utilities Department Project No. WUD 13-020 (CONTRACT) with Johnson-Davis, Incorporated (CONTRACTOR) to provide construction services for various general activities on the Pipeline Continuing Construction Contract dated May 7, 2013, (R2013 - 0550). This Work Authorization will be performed under that CONTRACT.

This Work Authorization encompasses providing services related to GL06-WM Extension along W Ave. A, NW 2nd St. to Main St. (SR 80)

SCOPE OF SERVICES

Contractor shall perform the engineering Scope of Services as described herein GL06-WM Extension along W Ave. A, NW 2nd St. to Main St. (SR 80) which includes Furnishing and Installation of approx. 600 lf of 6 " & 12" PVC & DIP Water Main and associated appurtenances and restoration.

COMPENSATION

Compensation shall not exceed \$247,138.34 in accordance with the unit prices established in the Contract for construction services dated May 7, 2013 as approved by the Board of County Commissioners.

SBE PARTICIPATION

SBE participation is included in **ATTACHMENT F** under this Authorization. The attached Schedule 1 defines the SBE applied to this Authorization/Contract and Schedule 2 establishes the SBE contribution from each subcontractor (Letter of Intent to perform as an SBE).

ATTACHMENT B

WORK AUTHORIZATION NO. 22

Palm Beach County Water Utilities Department Pipeline Continuing Construction Contract 13-020

Rates for Liquidated Damages

Palm Beach County Water utilities Department shall establish liquidated damages rates for each Work Authorization based on the dollar amount and time sensitivity of the project. The rates shall be as follows according to a criticality rating of 1 through 3 assigned to each Work Authorization by the Department as established below:

Highly Important Project (Criticality 1): Liquidated Damages

\$1,500 per day after Substantial Completion Date

\$1,000 per day after Final Completion Date

Moderately Important Project (Criticality 2): Liquidated Damages

\$1,000 per day after Substantial Completion Date

\$500 per day after Final Completion Date

Low Important Project (Criticality 3): Liquidated Damages

\$500 per day after Substantial Completion Date

\$250 per day after Final Completion Date

ATTACHMENT C

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 016066913

BOND AMOUNT: \$247,138.34

CONTRACT AMOUNT: \$247,138.34

CONTRACTOR'S NAME: Johnson-Davis, Incorporated

CONTRACTOR'S ADDRESS: 604 Hillbrath Drive
Lantana, FL 33462

CONTRACTOR'S PHONE: (561) 588-1170

SURETY COMPANY: Liberty Mutual Insurance Company

SURETY'S ADDRESS: 175 Berkeley Street
Boston, MA 02116
(617) 357-9500

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 8100 Forest Hill Boulevard
West Palm Beach, FL 33413

OWNER'S PHONE: (561) 493-6000

DESCRIPTION OF WORK: installing raw water mains, potable water mains, fire hydrants, water services lines, wastewater forcemains, reclaimed water mains and all associated appurtenances

COUNTY'S PROJECT NUMBER: WUD 15-061 Work Authorization Number #22

PROJECT LOCATION: System-Wide

LEGAL DESCRIPTION: GL06-WM Extension along W Ave. A, NW 2nd St. to Main St. (SR 80)
WUD 15-061
Section 31 & 32; Township 43; Range 37

PUBLIC CONSTRUCTION BOND

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

Two Hundred Forty Seven Thousand One Hundred Thirty Eight and 34/100 Dollars (\$247,138.34)
(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 dated May 7, 2013, entered into a contract with the County for

Contract Name: Pipeline Continuing Construction Contract 2013
Contract No.: WUD 13-020
Project Name: GL06-WM Extension along W Ave. A, NW 2nd St. to Main St. (SR 80)
Project No.: WUD 15-061
Project Description: installing raw water mains, potable water mains, fire hydrants, water services lines, wastewater forcemains, reclaimed water mains and all associated appurtenances
Project Location: System-Wide

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Palm Beach County Water Utilities Department
Location of Firm: 8100 Forest Hill Boulevard, West Palm Beach, FL 33413
Phone: (561) 493-6000
Fax: (561) 493-6113

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 dated May 7, 2013, between Principal and County for the design and construction of GL06-WM Extension along W Ave. A, NW 2nd St. to Main St. (SR 80), Work Authorization No. 22, WUD 15-061, 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 coverage's and limitations of this instrument.
8. 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.
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida and not elsewhere.

[Handwritten Signature]
 Witness

LAURA DITH PULLY
 Print name

Beth Kitchens-Harmon
 Witness

Beth Kitchens-Harmon
 Print name

Johnson Davis, Incorporated
[Handwritten Signature]
 Principal (Seal)

ROBERT A. HOPLER
 Print name
VICE PRESIDENT
 Title

Liberty Mutual Insurance Company
[Handwritten Signature]
 Surety (Seal)

Maria Signorile
 Print name
Attorney-in -Fact
 Title



Liberty Mutual Surety

September 14, 2015

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

Re: Public Construction Bond #016066913 – Johnson-Davis, Incorporated

As the Surety Company for Johnson-Davis, Incorporated, permission is hereby granted for Palm Beach County to add the contract date on the referenced bond(s) and to similarly date the power(s) of attorney after executing the contract when the contract date is known.

If you have any questions, please contact me at (404) 261-3400

Sincerely,

Liberty Mutual Insurance Company

Maria Signorile, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6994738

American Fire and Casualty Company
The Ohio Casualty Insurance Company

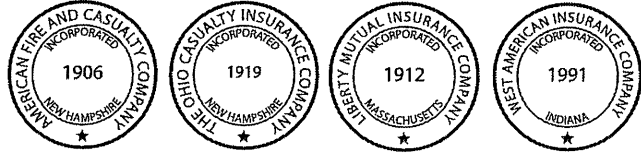
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Beth Marian Kitchens-Harmon; James F. Dunn; Maria Signorile; Wesley P. Williams

all of the city of Atlanta, state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of May, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of May, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

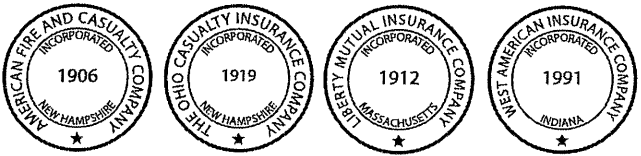
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ATTACHMENT D

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name)

Johnson-Davis, Incorporated (Contractor) and Liberty Mutual Insurance Company (Surety)

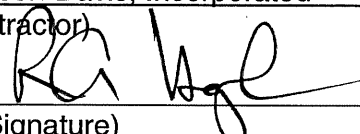
We the undersigned hereby guarantee that the **Pipeline Continuing Construction Contract 2013, Project Number WUD 13-020, Work Authorization Number 22, WUD 15-061** Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the 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) calendar 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 _____
(notice of completion filing date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Johnson-Davis, Incorporated (Seal)
(Contractor)

By: 
(Signature)

ROBERT A. HORTON, J.P.
(Printed Name)

Liberty Mutual Insurance Company (Seal)
(Surety)

By: 
(Signature)

Maria Signorile, Attorney-in-Fact
(Printed Name)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6994743

American Fire and Casualty Company
The Ohio Casualty Insurance Company

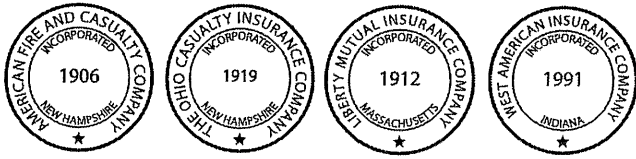
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Beth Marian Kitchens-Harmon; James F. Dunn; Maria Signorile; Wesley P. Williams

all of the city of Atlanta, state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of May, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of May, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

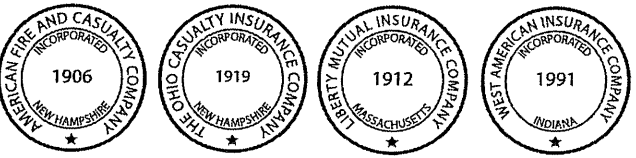
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20____.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ATTACHMENT E

SCHEDULE OF BID ITEMS

Palm Beach County Water Utility Department
 Pipeline Continuing Construction Contract - WUD 13-020

Work Authorization No.: 22
 Contractor Name: Johnson-Davis Inc.
 Project Name: GL06-WM Extension along W Ave. A, NW 2nd St. to Main St. (SR-80)
 Project No.: WUD 15-061

<u>NO.</u>	<u>BID ITEM (Furnish and Install with Appurtenances)</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
5	6" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main (36" to 60" Cover)	10.00	L.F.	\$15.00	\$150.00
20	12" PVC Push-On Joint Water Main/Wastewater Force Main/Reclaimed Water Main (36" to 60" Cover)	505.00	L.F.	\$30.00	\$15,150.00
21	12" DIP Push-On Joint Water Main/Reclaimed Water Main (36" to 60" Cover)	75.000	L.F.	\$45.00	\$3,375.00
23	12" DIP Water Main Conflict center 20' length of restrained joint water main (60" to 84" cover) and 4-45 degree elbows under	1.00	Each	\$4,500.00	\$4,500.00
44	Ductile Iron Fittings for Water Main/Reclaimed Water Main	1.00	Tons	\$3,500.00	\$3,500.00
68	12" HDPE Directional Drill Water Main//Reclaimed Water Main/Wastewater Force Main	175.00	L.F.	\$100.00	\$17,500.00
87	12" DIP x HDPE Adapter	2.00	Each	\$725.00	\$1,450.00
96	12" Mechanical Joint Restraint for DIP	20.00	Each	\$400.00	\$8,000.00
102	6" Mechanical Joint Restraint for PVC	13.00	Each	\$190.00	\$2,470.00
105	12" Mechanical Joint Restraint for PVC	31.00	Each	\$415.00	\$12,865.00
123	12" PVC Pressure Pipe Restraint Harness	5.00	Each	\$200.00	\$1,000.00
129	6" Gate Valve & Valve Box	3.00	Each	\$850.00	\$2,550.00
132	12" Gate Valve & Valve Box	6.00	Each	\$1,800.00	\$10,800.00
167	6" Single Line Stop (for PVC/DIP/CIP/AC)	2.00	Each	\$3,000.00	\$6,000.00
173	12" Single Line Stop (for PVC/DIP/CIP/AC)	2.00	Each	\$6,500.00	\$13,000.00
197	Sample Points W/Double Strap Saddle & Corp. Stop	1.00	Each	\$900.00	\$900.00
199	Sample Points on 2" Blowoffs	1.00	Each	\$600.00	\$600.00
200	2" Blowoff Piping Assembly with Box	1.00	Each	\$925.00	\$925.00
255	4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	2.00	Each	\$2,500.00	\$5,000.00
270	Milling of Asphalt (Minimum 220 Sq. Yd. per mobilization - 1.5" thick)	1,960.00	Sq. Yd.	\$20.00	\$39,200.00
271	Asphalt Overlay, Type S-III (20 to 150 tons per work area)	110.00	Tons	\$280.00	\$30,800.00
272	Asphalt Roadway Removal and Restoration (2.5" thick)	540.00	Sq. Yd.	\$60.00	\$32,400.00
280	Concrete Sidewalk Removal & Restoration	20.00	Sq. Yd.	\$45.00	\$900.00
281	Concrete Curb & Gutter Removal & Restoration	35.00	L.F.	\$40.00	\$1,400.00
284	Bahia Sod	235.00	Sq. Yd.	\$4.00	\$940.00
287	Record Drawing	590.00	L.F.	\$2.00	\$1,180.00
288	Construction Survey	590.00	L.F.	\$2.00	\$1,180.00
289	Preconstruction Video Taping	590.00	L.F.	\$0.40	\$236.00
292	Maintenance of Traffic Arterial Roadway	1,590.00	L.F.	\$2.00	\$3,180.00
293	Maintenance of FDOT Roadway	1,000.00	L.F.	\$3.50	\$3,500.00
294	Density Tests	30.00	Each	\$30.00	\$900.00
295	Proctor Tests	2.00	Each	\$100.00	\$200.00
296	Concrete 12"x6" Cylinder Tests	1.00	Each	\$80.00	\$80.00
298	Additional work not included in Bid Items (Allowance)	1.00	Lump Sum	\$12,800.00	\$12,800.00
299	Demucking with Imported Clean Fill	10.00	Cu. Yd.	\$15.00	\$150.00
	TOTAL BID PRICE				\$238,781.00
	MISC. ITEMS - BID ITEM # 298	QUANTITY	UNIT	UNIT PRICE	TOTAL
	Restrain Existing 12" Dia. WM Pipe Joints	4.00	EA	\$1,200.00	\$ 4,800.00
	Restrain Existing 6" Dia. WM Pipe Joints	2.00	EA	\$800.00	\$ 1,600.00
	Conflicts @ NW 2nd St	8.00	HRS	\$400.00	\$ 3,200.00
	Verify Connections of Existing WM's (@ NW 2nd St.	8	HRS	\$400.00	\$ 3,200.00
	TOTAL MISC.				\$12,800.00
	Subtotal				\$238,781.00
	Mobilization				\$8,357.34
	Total				\$247,138.34

ATTACHMENT F

SCHEDULE #1

LIST OF PROPOSED SBE-M/WBE PRIME/SUBCONTRACTORS

PROJECT NAME: GL06-WM Extension along W Ave. A, NW 2nd St. to Main St. (SR 80) PROJECT NUMBER: WUD 15-061

NAME OF PRIME BIDDER: Johnson-Davis Incorporated ADDRESS: 604 Hillbrath Drive, Lantana, FL 33462

CONTACT PERSON: Bernie Vito PHONE NO. 561-588-1170 FAX NO. 561-585-5252

BID OPENING DATE: _____ DEPARTMENT _____

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES

Name, Address and Telephone Number of Minority Contractor	(Check one or both Categories)		Dollar Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
R & D Paving, LLC Ph: 561-588-6681	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
116 North Lakeside Drive, Lake Worth, FL 33460			\$	\$	\$ 29,883.40		\$
Rangeline Tapping Services, Inc. Ph: 800-346-5971	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
PO Box 210155, Royal Palm Beach, FL 33421						\$14,530.00	
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
PRIME CONTRACTOR TO COMPLETE:	TOTAL		\$0.00	\$0.00	29,883.40	\$14,530.00	\$ -
BID PRICE: \$ <u>247,138.34</u>			Total Value of SBE Participation:		\$44,413.40		

NOTE:

1. The amount listed on this form for a Subcontractor must be supported by price or percentage included on Schedule 2 or a proposal from each Subcontractor listed in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

ATTACHMENT F

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO. WUD 15-061 PROJECT NAME: GL06-WM Extension along W Ave. A, NW 2nd St. to Main St. (SR 80)

TO: Johnson-Davis Inc
 (Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) – (check one or more, as applicable):

Small Business Enterprise Minority Business Enterprise

Black Hispanic Women Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: April 12, 2013 - April 9, 2016

The undersigned is prepared to perform the following described work in connection with the above project
 (Specify in detail, particular work items or parts thereof to be performed):

Line Item/Lot No.	Item Description	Qty / Units	Unit Price	Total Price
<u>270</u>	<u>Milling</u>	<u>2006 sq</u>	<u>45⁰⁰</u>	<u>9037</u>
<u>371</u>	<u>Overlay</u>	<u>2000 sq</u>	<u>940</u>	<u>18856⁴⁰</u>
	<u>Mobilization</u>	<u>1-5</u>	<u>2000</u>	<u>2000</u>
	<u>TOTAL</u>			<u>29883⁸⁰</u>

at the following price \$ Twenty Nine Thousand Eight Hundred Eighty Three dollars and Fifty Cents
 (Subcontractor's quote)

And will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ - 0 -

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

R+D PAVING LLC
 (Print Name of SBE-M/WBE Subcontractor)

By: [Signature]
 (Signature)

Nancy G Rosso
 (Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 9-16-15

ATTACHMENT F

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO. WUD 15-061

PROJECT NAME: GL06-WM Extension along W Ave. A, NW 2nd St. to Main St. (SR80)

TO: Johnson-Davis, Inc

(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) – (check one or more, as applicable):

Small Business Enterprise

Minority Business Enterprise

Black Hispanic Women Caucasian Other (Please Specify)

Date of Palm Beach County Certification: 2/18/15 ÷ 2/17/18

The undersigned is prepared to perform the following described work in connection with the above project **(Specify in detail, particular work items or parts thereof to be performed):**

Line Item/Lot No.	Item Description	Qty / Units	Unit Price	Total Price
<u>167</u>	<u>6" Single Line Stop</u>	<u>2</u>	<u>\$2,500.00</u>	<u>\$5,000.00</u>
<u>173</u>	<u>12" Single Line Stop</u>	<u>2</u>	<u>\$4,765.00</u>	<u>\$9,530.00</u>
			Total:	\$14,530.00

at the following price

\$ Fourteen thousand five hundred thirty dollars

(Subcontractor's quote)

And will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ N/A

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

Rangeline Tapping Services, Inc.
(Print Name of SBE/M/WBE Subcontractor)

By: [Signature]
(Signature)

John Rakoczy, President
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: September 14, 2014

ATTACHMENT G

AUTHORIZATION STATUS REPORT

SUMMARY AND STATUS OF AUTHORIZATIONS

Auth. No.	Description	Status	Project Total Amount	Date Approved	WUD No. Assigned	Consultant's Project No.
1	Temple Boulevard West of 140 th Avenue North Water Main extension	Approved	\$121,023.59	5/21/2013	13-023	
1.1	Temple Boulevard West of 140 th Avenue North Water Main extension	Approved	8,944.07	11/7/14	13-023	
2	Atlantic Ave., FL's Turnpike to Hagen Ranch Rd.; 20" Reclaimed Water Extension	Approved	\$883,227.19	6/18/13	12-085	
3	PBCWUD/ Village of Palm Springs Water Interconnection	Approved	\$79,751.93	7/3/13	11-146	
3.1	PBCWUD/ Village of Palm Springs Water Interconnection	Approved	\$2,421.90	4/16/14	11-146	
3.2	PBCWUD/ Village of Palm Springs Water Interconnection	Approved	\$9,791.10	1/15/15	11-146	
4	10 th Avenue North Water Main Extension	Approved	\$177,580.13	7/16/13	12-073	
4.1	10 th Avenue North Water Main Extension	Approved	17,636.40	4/22/14	12-073	
5	El Bosque Way Watermain Extension \$102,498.12	cancelled	-	cancelled	13-040	
6	14 th Road South Water Main Extension	Approved	\$38,853.64	01/14/14	13-066	
7	Sanitary Sewer Extension Phase II - Boardman Rd. and Crandon Ave.	Approved	\$306,216.76	3/11/14	13-078	
7.1	Sanitary Sewer Extension Phase II-Boardman Rd. and Crandon Ave.	Approved	\$2,940.02	6/1/15	13-078	
8	14 th Road South Sewer Main Extension	Approved	\$83,802.29	3/11/14	13-084	
8.1	14 th Road South Sewer Main Extension	Approved	\$9,860.66	10/20/14	13-084	
9	SW Belle Glade WM & Services Replacement-Zone 1, Phase 1	Approved	\$198,015.42	3/05/14	13-060	
9.1	SW Belle Glade WM & Services Replacement-Zone 1, Phase 1	Approved	\$20,710.35	1/6/15	13-060	
10	Seminole Pratt-Whitney Rd. From South of Okeechobee Blvd. to North of Sycamore	Approved	\$3,477.60	3/11/14	10-010A	
11	1501 FMR INC 6" FM Relocation, FL Mango and Donna Rd	Approved	\$212,486.54	5/20/14	13-087	
11.1	1501 FMR INC 6" FM Relocation, FL Mango and Donna Rd	Approved	\$65,212.24	8/4/15	13-087	
12	South County Water Services Replacement Project-Phase III	Approved	\$2,318,648.40	9/9/2014	13-031	
13	Water Sampling Stations-Zone 6	Approved	\$99,903.38	8/15/2014	14-078	
14	Ben Eden Lane Water Main Extension	Approved	\$81,606.65	11/18/14	14-046	
14.1	Ben Eden Lane Water Main Extension	Approved	\$2,018.25		14-046	
15	Jog Road & LeChalet Blvd. 16" Force Main Valve Replacement	Approved	\$58,239.45	11/7/14	13-055	
15.1	Jog Road & LeChalet Blvd. 16" Force Main Valve Replacement	Approved	-		13-055	
16	12" Water Main Extension on South Main Street City of Belle Glade	Approved	\$324,840.86	4/21/15	13-067	
17	Water Sampling Stations-Systemwide	Approved	\$60,547.50	6/1/15	15-053	
18	FM Interconnect for Sweet Properties	Cancelled	0		15-071	
19	77 th Place North Water Main Extension	Pending	\$101,360.66		15-021	
20	90 th Street North Water Main Extension	Pending	\$138,130.79		15-032	
21	10-inch FM Replacement at Sansbury's Way and LWDD L-2 Canal	Approved	\$45,868.51	8/24/15	15-016	
22	GL06-WM Extension along W Ave. A, NW 2 nd St. to Main St. (SR 80)	Pending	\$247,138.34		15-061	
Total			\$5,720,254.52			

Revised (12-9-14)

ATTACHMENT H

AUTHORIZATION STATUS REPORT

SUMMARY OF SBE / MINORITY BUSINESS TRACKING

	Total	SBE
Current Proposal 22		
Value of Authorization No.	\$247,138.34	
Value of SBE - M/WBE Letters of Intent	\$44,413.40	\$44,413.40
Actual Percentage	17.97%	17.97%
Signed/Approved Authorizations		
Total Value of Authorizations	\$5,233,624.73	
Total Value of SBE - M/WBE Signed Subcontracts	\$945,701.96	\$945,701.96
Actual Percentage	18.06%	18.06%
Signed/Approved Authorizations Plus Current Proposal		
Total Value of Authorizations	\$5,480,763.07	
Total Value of Subcontracts & Letters of Intent	\$990,115.36	\$990,115.36
Actual Percentage	18.06%	18.06%
GOAL	20.96%	18.06%

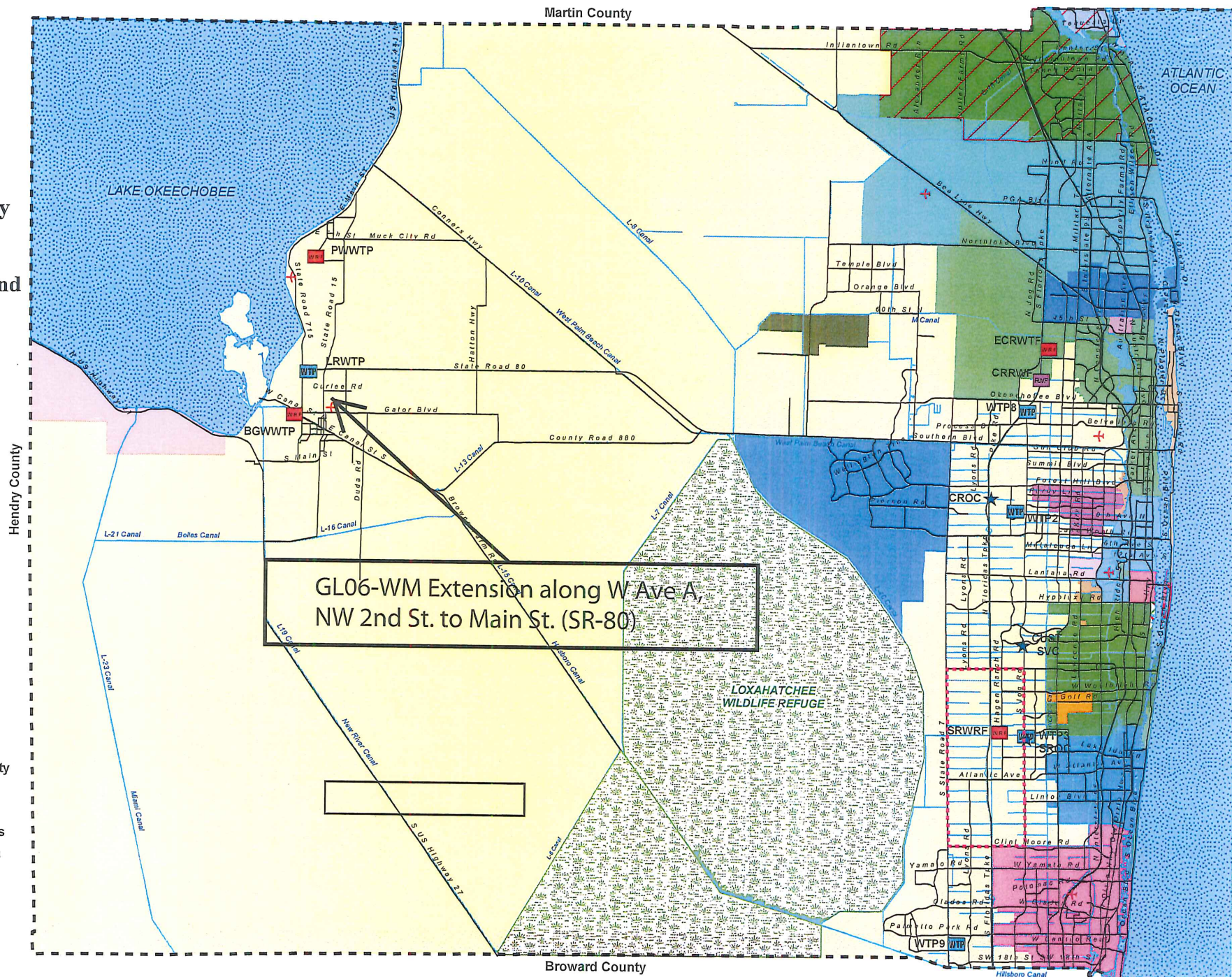
Revised (12-9-14)

ATTACHMENT - I

Project Name : WUD #15-061



Palm Beach County Water Utilities Department Service Area (SA) and Major Facilities



- Legend**
- ★ Administration
 - WTP Water Treatment Facility
 - WRF Water Reclamation Facility
 - RF Reclamation Facility
 - Mandatory Reclaimed SA
 - - - Palm Beach County Limits
 - - - P.B.C.W.U.D. Service Area

