

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 14, 2018

Consent [X] Regular [ ]  
Public Hearing [ ]

Department: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Work Authorization (WA) No. 20 for the CD03 Water Distribution System Improvements Phase 2: Knotty Pines (Project) with Johnson-Davis Incorporated in the amount of \$1,130,280.16.

**Summary:** On July 12, 2016, the Board of County Commissioners (BCC) approved the Water Utilities Department (WUD) Pipeline Continuing Construction Contract (R2016-0902) with Johnson-Davis Incorporated. WA No. 20 provides for the construction of approximately 6,000 linear feet of 8-inch water main and associated appurtenances, including site restoration within the Knotty Pines subdivision. The Project involves the replacement and relocation of the existing asbestos cement water main from the rear lot of the residential properties to the front, within the existing County right of way. The Project also includes installation of new fire hydrants and the replacement and relocation of approximately 88 water services within the Knotty Pines community. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15% overall. The Contract with Johnson-Davis Incorporated provides for SBE participation of 3.28%. WA No. 20 includes 4.12% participation. The cumulative SBE participation to date, including WA No. 20, is 11.07%. Johnson-Davis Incorporated is a Palm Beach County company. This project is included in the WUD FY18 Budget. (WUD Project No. 15-102) District 7 (MJ)

**Background and Justification:** Completion of the work provided for in WA No. 20 will restore the service life, efficiency and effectiveness of the water distribution system in eastern Palm Beach County within the Knotty Pines community located south of Okeechobee Boulevard east of Haverhill Road. This project will reduce the operations and maintenance workload and associated costs in the area.

**Attachments:**

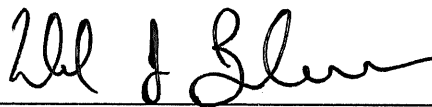
1. Location Map
2. Four (4) Original Work Authorization No. 20
3. Certificate of Liability Insurance

Recommended By:

  
Department Director

7-17-18  
Date

Approved By:

  
Assistant County Administrator

8/3/18  
Date

## **II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>1,130,281</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u><u>1,130,281</u></u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</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 W031	Object	6543

Is Item Included in Current Budget? Yes X No       

Does this item include the use of federal funds?      Yes      \_\_\_\_\_      No        X  

Reporting Category **N/A**




**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: \_\_\_\_\_

### III. REVIEW COMMENTS

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

  
 OFMB  7/19/18  7/19/18

*A. J. Jacobson*  
Contract Development and Control 7/24/18  
7/20/18 *W*

### B. Legal Sufficiency:

  
Assistant County Attorney


**C. Other Department Review:**

Department Director

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

ATTACHMENT 1





**Palm Beach County  
Water Utilities  
Department**


8100 Forest Hill Blvd.,  
West Palm Beach, FL 33416  
(561) 493-6000

**PBCWUD 15-102 Phase 2: Knotty Pines Exhibit**

**Legend**

Project Area	Abandoned Water Main	Proposed Hydrants
Existing Water Main	Proposed Water Main	Existing Fire Hydrants

1 inch = 200 feet



Created by: Bill Kramer P.B.C.W.U.D., GIS Section • Date: 05/30/2018 • File: W:\GIS\PROJECTS\WUD CIP Packages\Conveyance Packages\CD-03 Water Main Replacements\15-102 Phase 2 Knotty Pines Exhibit.mxd

**Palm Beach County Water Utilities Department**  
Pipeline Continuing Construction Contract 16-013  
Resolution #R2016-0902 Contract Dated July 12, 2016

**Project Title:** CD03 Water Distribution System Improvements Phase 2 - Knotty Pines

**WUD Project No.** 15-102

**Contractor:** Johnson-Davis Incorporated

**Address:** 604 Hillbrath Drive, Lantana, FL 33462

**Budget Line Item No.** 4011 - 721 - W031 - 6543

**District:** 7

This Work Authorization provides for: The construction scope of services as described herein; which includes installation of approx.. 5,760 LF of 4", 6", 8" PVC & DIP watermain, 88 new water services, 13 new fire hydrants, associated appurtenances, connections to existing mains and restoration.

See **ATTACHMENT A** for detailed scope of services.

The Contract provides for 3.28 % SBE participation. This Work Authorization includes 4.12% participation. The cumulative proposed SBE participation, including this authorization is 11.07%.

1. Services completed by the Contractor to date:

See **ATTACHMENT B**.

2. Contractor shall begin work within ten (10) calendar days from the issuance of Notice to Proceed (NTP). Execution of the Project will be accomplished as follows from the issuance of the NTP:

Substantial Completion	<u>210</u>	Calendar Days
Final Construction Completion	<u>240</u>	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.

3. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$1,130,280.16.
4. This Work Authorization does not amend, change, or modify the Contract which remains in full force and effect.
5. All Attachments to this Authorization are incorporated herein and made a part of this Work Authorization.

**Revised 4-12-18**

**Palm Beach County Water Utilities Department**  
Pipeline Continuing Construction Contract 16-013  
Resolution #R2016-0902 Contract Dated July 12, 2016

**Project Title: CD03 Water Distribution System Improvements Phase 2 - Knotty Pines**

**WUD Project No. 15-102**

IN WITNESS WHEREOF, this Work 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: \_\_\_\_\_  
RE Melissa McKinlay, Mayor *JES*

Typed Name: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_ Date

Approved as to Form and Legal  
Sufficiency

CONTRACTOR: Johnson-Davis Incorporated

Signed: \_\_\_\_\_

*Robert A. Hopler*  
\_\_\_\_\_  
(Signature)

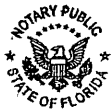
Typed Name: \_\_\_\_\_  
County Attorney

Robert A. Hopler, Vice President  
(Name and Title)

5/14/18  
\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 14 day of May, 2018,  
by ROBERT A. HOPLER as VICE PRESIDENT  
for JOHNSON-DAVIS INCORPORATED.



LARISA DITU PELKEY  
Commission # GG 157707  
Expires January 22, 2022  
Bonded Thru Budget Notary Services

*Larisa Ditu Pelkey*  
\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

LARISA DITU PELKEY  
\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

## LIST OF ATTACHMENTS

WORK AUTHORIZATION NO. 20

**Palm Beach County Water Utilities Department**  
Pipeline Continuing Construction Contract 16-013  
Resolution #R2016-0902 Contract Dated July 12, 2016

ATTACHMENT	A	Scope of Work
ATTACHMENT	B	Summary and Status of Work Authorizations
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	Summary of SBE/Minority Business Tracking
ATTACHMENT	H	Location Map

**Revised 4-12-18**

# ATTACHMENT A

SCOPE OF WORK AUTHORIZATION # 20

PROJECT NO. WUD 15-102

PROJECT TITLE: CD03 Water Distribution System Improvements Phase 2 – Knotty Pines

Contractor shall perform:

The construction scope of services as described herein; which includes installation of approx.. 5,760 LF of 4", 6", 8" PVC & DIP watermain, 88 new water services, 13 new fire hydrants, associated appurtenances, connections to existing mains and restoration.

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Revised 4-12-18

## ATTACHMENT B

### SUMMARY AND STATUS OF WORK AUTHORIZATIONS

Work Auth. No.	WUD Project No.	Title	Status	Project	SBE Total	SBE	Approved	
				Total Amount	Amount	Participation %	By	Date
1	14-048	Water Treatment Plant No. 8-12" Force Main along Jog Road	Approved	\$ 326,311.48	\$ 53,634.50	16.43%	BCC	9/27/2016
1.1	14-048	Water Treatment Plant No. 8-12" Force Main along Jog Road	Approved	\$ 10,108.13	\$ -	0.00%	WUD	2/3/2017
2	16-007	77th Lane North West of Seminole Pratt Whitney Rd Water Main	Approved	\$ 99,026.55	\$ 8,471.50	8.55%	BCC	9/27/2016
3	15-038	CD03 South County Water Services Replacement Phase 4	Approved	\$ 1,420,634.13	\$ 138,757.75	9.76%	BCC	11/1/2016
3.1	15-038	CD03 South County Water Services Replacement Phase 4	Approved	\$0.00	\$0.00		WUD	12/07/2017
3.2	15-038	2-24" Line Stop	Approved	\$ 47,000.00		0.00%	WUD	3/7/2018
4	16-074	Haverhill Rd & Okeechobee Blvd Valve Replacement	Approved	\$ 164,394.45	\$ 34,935.00	21.25%	CRC	11/23/2016
5	16-093	Emergency Force Main Repair on 40 <sup>th</sup> Street	Approved	\$ 657,444.19	\$ 27,604.00	4.19%	BCC	10/18/2016
6	16-071	Water Main Extension at Hilton Palm Beach Airport Hotel	Approved	\$ 47,155.12	\$ 3,500.00	7.42%	WUD	12/15/2016
7	16-078	Force Main Improv. On Lyons Rd from Norte Lago to North of Pine Springs Dr.	Approved	\$ 813,782.69	\$ 133,927.21	16.45%	BCC	1/10/2017
7.1	16-078	Force Main Improv. On Lyons Rd from Norte Lago to North of Pine Springs Dr.	Approved	\$ (194,603.55)	\$ -	0.00%	CRC	2/22/2017
8	15-031	Belle Glade-Torry Island and Rim Canal Directional Bore	Approved	\$ 32,070.00	\$ -	0.00%	WUD	2/10/2017
9	16-079	68 <sup>th</sup> St. North Water Main Extension	Approved	\$ 199,512.45	\$ 27,124.80	13.59%	BCC	5/16/2017
10	16-070	Century Village Water System Insertion Valve Program Year 1	Approved	\$ 60,148.40	\$ 11,000.00	18.28%	WUD	4/3/2017
11	17-041	Water Treatment Plant 11 HDPE Raw Water Main Repair	Approved	\$ 9,446.68	\$ -	0.00%	WUD	4/3/2017
12	15-102	Water Distribution System Improvements Phase 1: Ponderosa Drive	Approved	\$ 960,537.78	\$ 135,358.30	14.09%	BCC	9/26/2017
13	17-012	52 <sup>nd</sup> Ct North Water Main Extension	Approved	\$ 116,480.45	\$ 28,366.20	24.35%	BCC	12/19/2017
14	16-070	Century Village Water System Valve Program Year 1- Sheffield, Canterbury, Chatham	Approved	\$ 289,227.05	\$ 19,123.20	6.61%	BCC	2/6/2018



Work Auth. No.	WUD Project No.	Title	Status	Project	SBE Total	SBE	Approved	
				Total Amount	Amount	Participation %	By	Date
15	17-081	12-inch Water Main Relocation; SR 80 Pike Rd to Turnpike Ramp; FDOT Road Project #436302-1-52-01	Approved	\$ 65,664.54	\$ 8,557.80	13.03%	WUD	12/15/2017
16	18-014	Fire Hydrant Installation; 295 1 <sup>st</sup> St. WPB	Approved	\$ 23,000.23	\$ 3,532.20	15.35%	WUD	12/18/2017
17	18-010	Torry Island Water Main and Force Main Relocation Project, Belle Glade	Approved	\$ 117,382.80	\$ 11,500.00	9.79%	CRC	2/7/2018
18	18-001	2-24" Force Main Single Line Stops at 14885 North Rd; (1) 24" Valve Replacement	Approved	\$ 96,132.60	\$ 25,000.00	26.00%	WUD	1/30/2018
19	18-029	Fire Hydrant and Water Service Installation 61 <sup>st</sup> St N	Approved	\$ 27,019.68	\$ 4,900.00	18.13%	WUD	4/24/2018
20	15-102	CD03 Water Distribution System Improvements Phase 2—Knotty Pines	Pending	\$ 1,130,280.16	\$ 46,614.00	4.12%	BCC	
21	18-055	Water Service and Fire Hydrant Installation at 13828 61 <sup>st</sup> N	Pending	\$ 27,984.98	\$ 4,500.00	16.08%	WUD	

**ATTACHMENT C**

**PUBLIC CONSTRUCTION BOND – WORK AUTHORIZATION NO. 20  
TO CONTINUING CONSTRUCTION CONTRACT  
RESOLUTION NO. R2016-0902    Contract Dated July 12, 2016**

PROJECT TITLE: CD03 Water Distribution System Improvements Phase 2 – Knotty Pines

WUD PROJECT NO.: 15-102

BOND NUMBER: 016215851

WORK AUTHORIZATION/BOND AMOUNT: \$1,130,280.16

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:     The construction scope of services as described herein;  
which includes installation of approx. 5,760 LF of 4”, 6”, 8” PVC & DIP watermain, 88  
new water services, 13 new fire hydrants, associated appurtenances, connections to  
existing mains and restoration.

PROJECT LOCATION:         District 7

LEGAL DESCRIPTION:        Section 25, Township 43, Range 42

**Revised 4-12-18**

**PUBLIC CONSTRUCTION BOND**

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Authorization No. 20 to Continuing Construction Contract Resolution No. R2016-0902 dated on \_\_\_\_\_, 20\_\_\_\_.

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 One Million One Hundred Thirty Thousand Two Hundred Eighty and 16/100 Dollars, (\$1,130,280.16)

(Here insert a sum equal to the Work Authorization/Bond Amount from page 1)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into Work Authorization No. 20 to Continuing Construction Contract Resolution No. R2016-0902 with the County for

Work Authorization Project Name: CD03 Water Distribution System Improvements Phase 2 – Knotty Pines

Work Authorization Project No.: 15-102

Project Description: The construction scope of services as described herein; which includes installation of approx. 5,760 LF of 4", 6", 8" PVC & DIP watermain, 88 new water services, 13 new fire hydrants, associated appurtenances, connections to existing mains and restoration.

Project Location: District 7

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Palm Beach County Water Utility Department  
Location of Firm: 8100 Forest Hill Boulevard, West Palm Beach, FL 33413  
Phone: (561) 493-6000  
Fax: (561) 493-6133

which Work Authorization No. 20 to Continuing Construction Contract Resolution No. R2016-0902 is by reference made a part hereof in its entirety, and is hereinafter referred to as the Work Authorization.

1. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the Work Authorization dated \_\_\_\_\_, 20\_\_\_\_, between Principal and County for the construction of the above project, the Work Authorization being made a part of this bond by reference, at the times and in the manner prescribed in the Work Authorization; and

b. 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 Work Authorization; and

**Revised 4-12-18**

c. 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 Work Authorization; and

d. Performs the guarantee of all work and materials furnished under the Work Authorization for the time specified in the Work Authorization; then this bond is void; otherwise it remains in full force.

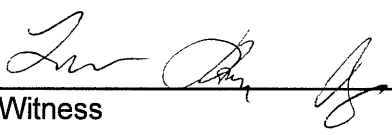
2. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the Work Authorization or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

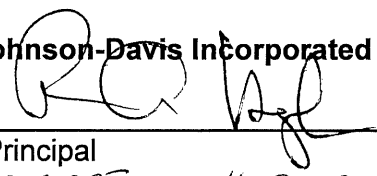
3. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.


4. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Work Authorization 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.

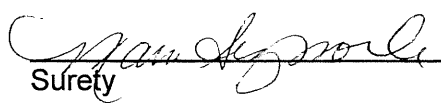
5. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions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

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

  
\_\_\_\_\_  
Witness  
  
LAURA DITTUS PELKEY  
\_\_\_\_\_  
Print name

**Johnson-Davis Incorporated**  
  
\_\_\_\_\_  
Principal (Seal)  
ROBERT A. HOPLER  
\_\_\_\_\_  
Print name  
  
VICE PRESIDENT  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Witness  
  
Michaela Azi, Witness  
\_\_\_\_\_  
Print name

**Liberty Mutual Insurance Company**  
  
\_\_\_\_\_  
Surety (Seal)  
  
Maria Signorile  
\_\_\_\_\_  
Print name  
  
Attorney-in-Fact  
\_\_\_\_\_  
Title

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Maria Signorile; Benjamin A. Stahl; Elizabeth K. Sterling; 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 15th day of December, 2017.



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 15th day of December, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
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 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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: Renee C. Llewellyn  
Renee C. Llewellyn, 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

BOND NUMBER: 016215851

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 Resolution No. R2016-0902, Contract Dated July 12, 2016, WUD Project No. 15-102, Work Authorization No. 20, Project Title: CD03 Water Distribution System Improvements Phase 2 – Knotty Pines**, 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 Final 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.

County and (contractor, engineer, architect as applicable) agree that the provisions of Florida Statute Chapter 558 shall not apply to this (contract, agreement as applicable).

DATED \_\_\_\_\_  
(notice of completion filing date)

#### SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Johnson-Davis Incorporated (Seal)  
(Contractor)

By: \_\_\_\_\_  
(Signature)

ROBERT A. ADLER, V.P.  
(Printed Name)

Liberty Mutual Insurance Company (Seal)  
(Surety)

By: \_\_\_\_\_  
(Signature)

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

Revised 4-12-18

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Maria Signorile; Benjamin A. Stahl; Elizabeth K. Sterling; 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 15th day of December, 2017.



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 15th day of December, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
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 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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.

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

ATTACHMENT E

BID ITEMS

Palm Beach County Water Utility Department  
Pipeline Continuing Construction Contract -Resolution R2016-0902 Contract Dated July 12, 2016

Work Authorization No.: 20  
Contractor Name: Johnson-Davis Incorporated  
Project Name: CD03 Water Distribution System Improvements Phase 2 - Knotty Pines  
WUD Project No.: 15-102

NO.	BID ITEM (Furnish and Install with Appurtenances)	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	4" PVC Push-On Joint Wastewater Force Main	60	L.F.	\$16.00	\$960.00
4	6" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	79	L.F.	\$18.00	\$1,422.00
7	8" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	4,702	L.F.	\$22.00	\$103,444.00
8	8" DIP Push-On Joint Water Main/Reclaimed Water Main	902	L.F.	\$32.00	\$28,864.00
29	Ductile Iron Fittings for Water Main/Reclaimed Water Main	2.20	Tons	\$4,800.00	\$10,560.00
30	Ductile Iron Fittings for Wastewater Force Main	0.10	Tons	\$8,000.00	\$800.00
45	20" Jack & Bore Steel Casing w/10" Water/Wastewater/Reclaimed Water Carrier Pipe	24	L.F.	\$322.00	\$7,728.00
60	8" Mechanical Joint Restraint for DIP	18	Each	\$250.00	\$4,500.00
66	4" Mechanical Joint Restraint for PVC	32	Each	\$165.00	\$5,280.00
67	6" Mechanical Joint Restraint for PVC	12	Each	\$200.00	\$2,400.00
68	8" Mechanical Joint Restraint for PVC	168	Each	\$250.00	\$42,000.00
77	8" Joint Restraint Gasket (Field Lock or Fast Grip)	4	Each	\$125.00	\$500.00
83	4" PVC Pressure Pipe Restraint Harness	2	Each	\$85.00	\$170.00
84	6" PVC Pressure Pipe Restraint Harness	1	Each	\$110.00	\$110.00
85	8" PVC Pressure Pipe Restraint Harness	46	Each	\$150.00	\$6,900.00
93	Restrain existing 4" PVC Pressure Pipe	2	Each	\$700.00	\$1,400.00
94	Restrain existing 6" PVC Pressure Pipe	2	Each	\$925.00	\$1,850.00
95	Restrain existing 8" PVC Pressure Pipe	1	Each	\$1,275.00	\$1,275.00
104	8" Gate Valve & Valve Box .	12	Each	\$1,350.00	\$16,200.00
120	12"X 6" Tapping Sleeve w/ Valve and Valve Box	1	Each	\$5,400.00	\$5,400.00
121	12"X 8" Tapping Sleeve w/ Valve and Valve Box	1	Each	\$5,900.00	\$5,900.00
153	Fire Hydrant Assembly with Captivator Caps, 6" Gate Valve & Anchor Tee Assembly & 10-ft of 6" R.J. DIP	13	Each	\$5,300.00	\$68,900.00
157	Sample Points W/Double Strap Saddle & Corp. Stop	3	Each	\$900.00	\$2,700.00
158	Sample Points on Fire Hydrants	9	Each	\$600.00	\$5,400.00
167	Short Single 5/8" Meter Service (1-1/2" Polyethylene) (up to 10' long)	3	Each	\$1,000.00	\$3,000.00
169	Short Double 5/8" Meter Service (1-1/2" Polyethylene) (up to 10' long)	1	Each	\$1,200.00	\$1,200.00
171	Long Single 5/8" Meter Service (1-1/2" Polyethylene with 3" Casing up to 40' long)	31	Each	\$1,550.00	\$48,050.00
173	Long Double 5/8" Meter Service (1-1/2" Polyethylene with 3" Casing up to 40' long)	53	Each	\$1,750.00	\$92,750.00
174	Extra Long 5/8" Meter Service Line (1-1/2" PVC w/3" Casing) (up to 200' long)	200	L.F.	\$15.00	\$3,000.00
182	4" Asbestos Pipe Removal/Abatement	20	L.F.	\$13.00	\$260.00
183	6" Asbestos Pipe Removal/Abatement	20	L.F.	\$14.00	\$280.00
187	4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be	7	Each	\$2,800.00	\$19,600.00
190	Grouting/Deactivation of Existing 4" Pipe	920	L.F.	\$13.00	\$11,960.00
191	Grouting/Deactivation of Existing 6" Pipe	1,555	L.F.	\$16.00	\$24,880.00
195	Milling of Asphalt (Minimum 220 Sq. Yd. per mobilization - 1.5" thick)	2,850	Sq. Yd.	\$15.00	\$42,750.00
197	Asphalt Overlay, Type S-III (20 to 150 tons per work area)	235	Tons	\$200.00	\$47,000.00
198	Asphalt Roadway Removal and Restoration (2.5" thick)	1,131	Sq. Yd.	\$43.00	\$48,633.00
200	Asphalt Driveway Removal and Restoration (1.5" thick)	976	Sq. Yd.	\$45.00	\$43,920.00
201	Concrete Driveway Removal and Restoration	718	Sq. Yd.	\$60.00	\$43,080.00
203	Concrete Paver Brick Driveway Removal and Restoration	25	Sq. Yd.	\$100.00	\$2,500.00
207	Concrete Sidewalk Removal & Restoration	417	Sq. Yd.	\$50.00	\$20,850.00
208	Concrete Curb & Gutter Removal & Restoration	258	L.F.	\$40.00	\$10,320.00



Work Authorization No.: 20  
Contractor Name: Johnson-Davis Incorporated  
Project Name: CD03 Water Distribution System Improvements Phase 2 - Knotty Pines  
WUD Project No.: 15-102

NO.	BID ITEM (Furnish and Install with Appurtenances)	QUANTITY	UNIT	UNIT PRICE	TOTAL
210	Floratom Sod	5,950	Sq. Yd.	\$5.00	\$29,750.00
213	Remove Trees up to 4" diameter or Palm Trees up to 12" diameter	10	Each	\$200.00	\$2,000.00
214	Record Drawing	6,500	L.F.	\$2.00	\$13,000.00
215	Construction Survey	6,500	L.F.	\$2.00	\$13,000.00
216	Preconstruction Video Taping	7,000	L.F.	\$0.50	\$3,500.00
217	Mail Box Removal and Reinstallation	25	Each	\$150.00	\$3,750.00
218	Maintenance of Traffic Residential Street	5,597	L.F.	\$1.00	\$5,597.00
219	Maintenance of Traffic Arterial Roadway	3,730	L.F.	\$2.00	\$7,460.00
221	Density Tests	112	Each	\$35.00	\$3,920.00
222	Proctor Tests	4	Each	\$90.00	\$360.00
223	Concrete 12"x6" Cylinder Tests	5	Each	\$75.00	\$375.00
224	4-ft to 5-ft High Chain Link Fence Removal and Reinstallation	15	L.F.	\$45.00	\$675.00
225	Demucking with Imported Clean Fill	10	Cu. Yd.	\$20.00	\$200.00
231	Protect and Support Poles	3	Each	\$1,500.00	\$4,500.00
232	Remove & Replace Signs	4	Each	\$250.00	\$1,000.00
234	ADA Concrete Ramps per FDOT Index 304 (Include Ramp, Curb and Detectable Warning)	6	Each	\$2,000.00	\$12,000.00
235	1 1/2" PVC Water Service installation within private property from meter box to the bldg up to 200-ft (Plumbing Permit included)	137	Each	\$1,250.00	\$171,250.00
269	Silt Fence	6,000	L.F.	\$1.50	\$9,000.00
	SUBTOTAL BASE BID PRICE (Item 1-286)				\$1,070,033.00
NO.	ADDITIONAL WORK/MOBILIZATION/DEMOBILIZATION	QUANTITY	UNIT	UNIT PRICE	
287	Additional work not included in Bid Items (Max 15% of Subtotal Base Bid Price)	1.00	Lump Sum	\$22,796.00	\$22,796.00
288	Mobilization (2.5% of Subtotal Base Bid Price)	1.00	Lump Sum	2.5%	\$26,750.83
289	Demobilization (1.0% of Subtotal Base Bid Price)	1.00	Lump Sum	1.0%	\$10,700.33
	SUBTOTAL ADDITIONAL WORK/MOBILIZATION/DEMOBILIZATION BID PRICE (Item 287-289)				\$60,247.16
	TOTAL BID PRICE				\$1,130,280.16
NO.	ADDITIONAL WORK -ITEM 287	QUANTITY	UNIT	UNIT PRICE	
287A	Long Single 1" Meter Service (2" Polyethylene) (up to 40' long)	2.00	Each	\$2,200.00	\$4,400.00
287B	Long Double 1" Meter Service (2" Polyethylene) (up to 40' long)	2.00	Each	\$2,650.00	\$5,300.00
287C	Polywrap 8" DIP	135.00	L.F.	\$3.00	\$405.00
287D	Substitute CI 52 DIP for CL 350 at Storm Conflicts(Sheets 105 & 106)	63.00	L.F.	\$7.00	\$441.00
287E	Clearing on Sheets 120 & 123	1.00	L.S.	\$11,000.00	\$11,000.00
287F	Additional Cost to Install/Provide Tier 15 Traffic Rated Single Meter Box	4.00	Each	\$125.00	\$500.00
287G	Additional Cost to Install/Provide Tier 15 Traffic Rated Double Meter Box	3.00	Each	\$250.00	\$750.00
	SUBTOTAL ADDITIONAL WORK (Item 287)				\$22,796.00

Notes:

- Items 287A & B are for service sizes that have no items in the original contract. No meter setter is included.
- Pay quantity for items 195 & 197 are based on placement of temporary 1" top course of asphalt even with the existing asphalt, leaving it for prescribed length of time then milling and overlaying with FC 9.5 per PBC specifications.
- Item 200 is based on base replacement on trench area only but asphalt repacement from R/W to E/P.

**ATTACHMENT F**  
**SCHEDULE 1**  
**LIST OF PROPOSED SBE-M/WBE PARTICIPATION**

PROJECT NAME OR BID NAME: CD03 Water Distribution System Improvements Phase 2 – Knotty Pines PROJECT NO. OR BID NO.: WUD 15-102

**NAME OF PRIME BIDDER:** Johnson-Davis Incorporated

**CONTACT PERSON:** Clark Cryer

**BID OPENING DATE:** \_\_\_\_\_

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE's ON THIS PROJECT. *IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/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 WORKFORCE.

Name, Address and Phone Number	(Check one or both Categories)		<u>DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK</u>				
	<u>M/WBE</u> Minority Business	<u>SBE</u> Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Pathway Enterprises Inc. 7256 Westport Pl Ste B West Palm Beach, FL 33413 561-478-4822	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$46,614.00	
1.	<input type="checkbox"/>	<input type="checkbox"/>					
2.	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)	Total					46,614.00	

**Total Bid Price \$ 1,130,280.16**

**I hereby certify that the above information accurate to the best of my knowledge:**

NOTE: 1. The amount listed on this form for a SBE-M/WBE Prime or 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 M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or

percentage under the appropriate category.

3. M/WBE information is being collected for tracking purposes only

REVISÉD 07-02-13

# ATTACHMENT F

## OSBA SCHEDULE 2 LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: W10 15-102 PROJECT NAME: CD 03 Water Distribution System Improvements Phase 2 - Knotty Pines

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

The undersigned is certified by Palm Beach County as a - (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: 3-23-16 | 3-22-19

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
201	Concrete Drive Replace	712/Sy	\$ 32.00	\$ 22,784
207	Concrete s/w Replace	417/Sy	\$ 34.00	\$ 14,178
208	Concrete Curb + Gutter Replace	258/Lf	\$ 20.00	\$ 5,160

at the following price or percentage \$ 46,614 4.124%  
(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage \$ 46,614 Pathway Enterprises, Inc.  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Pathway Enterprises, Inc.  
Print name of  
SBE-M/WBE Company

By: Joyce Lynn Kirkland  
(Signature)  
Joyce Lynn Kirkland President  
Print name/title of person executing on behalf  
of SBE-M/WBE

Revised 7/2/2013

Date: 5-7-2018

## ATTACHMENT G

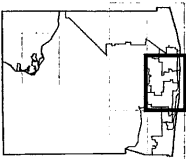
Palm Beach County Water Utilities Department  
Pipeline Continuing Construction Contract 16-013  
Resolution #R2016-0902 Contract Dated July 12, 2016

### SUMMARY OF SBE-M/WBE MINORITY BUSINESS TRACKING

<b>Master Contract Goal</b>	<b><u>3.28</u></b>	<b>SBE</b>
<b>Current Proposal</b>		
Value of Authorization No 20		\$1,130,280.16
Value of SBE-M/WBE Letters of Intent		\$46,614.00
Actual Percentage		<u>4.12%</u>
<b>Signed/Approved Authorizations</b>		
Total Value of Authorizations		\$5,387,875.85
Total Value of SBE-M/WBE Signed Subcontracts		\$675,292.46
Actual Percentage		<u>12.53%</u>
<b>Signed/Approved Authorizations Plus Current Proposal</b>		
Total Value of Authorization		\$6,518,156.01
Total Value of Subcontracts & Letters of Intent		\$721,906.46
Actual Percentage		<u>11.07%</u>

Revised 4-12-18

ATTACHMENT H  
WORK AUTHORIZATION # 20  
JOHNSON-DAVIS INCORPORATED



## Location Sketch



**Liberty Mutual Surety**

May 14, 2018

Palm Beach County  
8100 Forest Hill Boulevard  
West Palm Beach, FL 33413

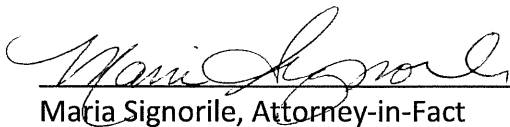
Re: Public Construction Bond #016215851– Johnson-Davis Incorporated

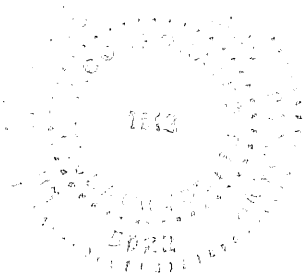
As the Surety Company for Johnson-Davis Incorporated, permission is hereby granted for Palm Beach County to add the contract date on the referenced bond(s) and to similarly fill in the Signed & Sealed dates on the Bond, Guarantee, and Power(s) of Attorney after executing the contract when the contract 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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/16/2018

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 have ADDITIONAL INSURED provisions or 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 Johnson Insurance Racine 1103 Hunter Dr Ste 100 Mount Pleasant, WI 53406	CONTACT NAME: Sharon Majeski, ARM	
	PHONE (A/C, No, Ext): (920) 433-7107	FAX (A/C, No): (877) 254-8586
	E-MAIL ADDRESS: smajeski@johnsonins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :Zurich North America	16535
INSURED  Johnson-Davis Incorporated 604 Hillbrath Drive Lantana, FL 33462	INSURER B :American Guarantee & Liability Insurance Co26247	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		GLO 9813382-00	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 9813380-00	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		AUC 5676415-00	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			CPP 4289118-00	07/01/2018	07/01/2019	Leased Rented 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Contractor's Pollution Liability - Policy # 7930030920003- Limit - \$1,000,000 - 3/1/2018-3/1/2019 - Homeland Insurance Company of NY  
Project No. WUD 16-013/Pipeline Continuing Construction Contract 2016  
Palm Beach County, Board of County Commissioners, a political subdivision of the State of Florida are hereby named as additional insured under the terms of this policy. In addition, Palm Beach County Water Utilities Department, its officers, directors, agents and employees are hereby named as additional insured under the terms of this policy for the Pipeline Continuing Construction Project No. WUD 16-013. Palm Beach County, SEE ATTACHED ACORD 101

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 



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Johnson Insurance Racine		NAMED INSURED Johnson-Davis Incorporated 604 Hillbrath Drive Lantana, FL 33462	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
Board of County Commissioners, a political subdivision of the State of Florida are named additional insured and loss payee with respect to the Inland Marine/Transit.  
Cancellation: Thirty (30) day's notice except for Ten (10) day's notice for non-payment of premium.



Johnson-Davis, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) PO Box 20270 Long Beach, CA 90801 Palm Beach County Board of County Commissioners, a political subdivision of the state of Florida, it officers, employees, and agents. Palm Beach County Water Utilities Department	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Johnson-Davis, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) PO Box 20270 Long Beach, CA 90801 Palm Beach County Board of County Commissioners, a political subdivision of the state of Florida, it officers, employees, and agents. Palm Beach County Water Utilities Department	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Blanket Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 5676415-00	07/01/2018	07/01/2019	07/01/2018	39028000		

Named Insured and Mailing Address:Producer:

JOHNSON – DAVIS INCORPORATED  
604 HILLBRATH DR  
LANTANA, FL 33462-1694

JOHNSON INS SERVICES LLC  
1103 HUNTER DR  
MOUNT PLEASANT, WI 53406-4040

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to Paragraph A. of SECTION VI. CONDITIONS:

Blanket Notification to Others of Cancellation or Nonrenewal

- a. If we cancel or non-renew this policy by written notice to the first **Named Insured**, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first **Named Insured** if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first **Named Insured**. Such list:
  - (1) Must be provided to us prior to cancellation or non-renewal;
  - (2) Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
  - (3) Must be in an electronic format that is acceptable to us.
- b. Our notification as described in Paragraph a. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first **Named Insured**. We will mail or deliver such notification to each person or organization shown in the list:
  - (1) Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - (2) At least 30 days prior to the effective date of:
    - (a) Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - (b) Non-renewal, but not including conditional notice of renewal.
- c. Our mailing or delivery of notification described in Paragraphs a. and b. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - (1) Extend the policy cancellation or non-renewal date;
  - (2) Negate the cancellation or non-renewal; or
  - (3) Provide any additional insurance that would not have been provided in the absence of this endorsement.
- d. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs a. and b. above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

# Blanket Notification to Others of Cancellation or Non-Renewal



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9813382-00	07/01/2018	07/01/2019		39028000	INCL	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
  - 1. Must be provided to us prior to cancellation or non-renewal;
  - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  - 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
  - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  - 2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
  - 1. Extend the Coverage Part cancellation or non-renewal date;
  - 2. Negate the cancellation or non-renewal; or
  - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

## COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

### LOSS CONDITIONS

#### A. Abandonment

There can be no abandonment of any property to us.

#### B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

#### C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible,

set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

#### D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

#### E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than

their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
  - a. We have reached agreement with you on the amount of the loss; or
  - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

**F. Other Insurance**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

**G. Pair, Sets Or Parts**

**1. Pair Or Set**

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

**2. Parts**

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

**H. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

**I. Reinstatement Of Limit After Loss**

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

**J. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you.

This will not restrict your insurance.

**GENERAL CONDITIONS**

**A. Concealment, Misrepresentation Or Fraud**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.



**B. Control Of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

**C. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

**D. No Benefit To Bailee**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

**E. Policy Period, Coverage Territory**

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

**F. Valuation**

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the IM PAK COVERAGE FORM.

The following is added to Section E – ADDITIONAL COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest, we will:

a. Adjust the loss or damage with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee as your interests may appear.

This endorsement applies to all Covered Property for which a Loss Payee is on file with us or your insurance agent or insurance broker.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 9813380-00	07/01/2018	07/01/2019		39028000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/26/2018

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 M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: Alex Friedl PHONE (A/C, No, Ext): 608-288-2898 FAX (A/C, No): E-MAIL ADDRESS: alex.friedl@m3ins.com PRODUCER CUSTOMER ID #: JOHNINC-01		
INSURED Johnson-Davis Incorporated 604 Hillbrath Drive Lantana FL 33462	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Amerisure Mutual Insurance		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
		INSURER F :	

COVERAGES		CERTIFICATE NUMBER: 179411932		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
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY		PRO-JECT				LOC
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						\$
	NON-OWNED AUTOS						\$
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC210013502	3/1/2018	3/1/2019	X WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
Project No. WUD 16-013/Pipeline Continuing Construction Contract 2016 A waiver of subrogation in favor of Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida and Palm Beach County Water Utilities Department, its officers, directors, agents and employees applies to Workers Compensation.							

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 

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