

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

**Meeting Date:** May 7th, 2019

**Consent [ ]**      **Regular [ ]**  
**Public Hearing [X]**

**Department:** Water Utilities Department

**I. EXECUTIVE BRIEF**

**Motion and title:** Staff recommends motion to: **A) adopt** a Resolution of the Board of County Commissioners Confirming the Special Assessment Roll for the Pine Ridge Lane Water Main Extension (Project) and **B) approve** a Work Authorization (WA) No. 27 to Johnson-Davis Incorporated (JDI) under the Water Utilities Department (WUD) Pipeline Continuing Construction Contract (Contract) (R2016-0902) in the amount of \$84,958.78. The total assessable cost including WA No. 27 for this Project is \$126,063.60.

**Summary:** The Project will provide potable water service to five (5) residential properties currently on private wells. Petitions in favor of the installation of a potable water main were provided to WUD with a 60% favorability rate (3 in favor, 1 not in favor and 1 no response). Individual assessments of \$242.43 per foot (See Exhibit A) will be assessed based on 90% of the total estimated cost of the Project. Each individual assessment was determined by using front footage method to divide the assessable cost per parcel. The assessment is payable over a 20-year time period in equal annual payments of principal and 5.5% interest. The total assessable cost of the Project is \$126,063.60 and includes the costs of surveying, design, drafting, permitting, construction, inspection, administration and construction contingency. WA No. 27 will provide for the construction of the Project. This Contract was procured under the requirements of the 2002 Small Business Enterprise (SBE) Ordinance (R2002-0064) prior to the adoption of the amended Equal Business Ordinance on October 16, 2018. The Contract with JDI provides for 3.28% SBE participation. WA No. 27 includes 4.23% SBE participation. The cumulative participation is 11.45% overall SBE participation. JDI is a Palm Beach County Company. (WUD Project No. 18-020) District 7 (MJ).

**Background and Policies:** On December 12, 2017, signed petitions were received from a majority of the property owners on Pine Ridge Lane. The original estimated assessable cost based on front footage method of the special assessment was \$215.09 per foot for the construction of water mains and service lines. The assessable cost was revised after project design was completed. The tentative assessable cost is \$242.43 per foot. The original signed petition forms are on file and available for public inspection at the Engineering Division of WUD.

On Sunday, February 24, 2019, a Notice of Special Assessment was published in The Palm Beach Post. All property owners subject to assessment have been sent notification by regular mail pursuant to Ordinance 2001-0010. A final informational meeting was held with the property owners prior to the Public Hearing to explain the proposed improvements and the cost of the project.

**Attachments:**

1. Three (3) Original Work Authorization No. 27
2. Resolution Confirming the Special Assessment Roll
3. Location Map
4. Tentative Report of Cost
5. Assessment Roll - Tentative
6. Certificate of Liability Insurance
7. Proof of Publication

Recommended By: Jim Stiles      4-11-19  
Department Director      Date

Approved By: Naure Johnson      4/29/19  
Assistant County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$126,064	<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	(\$126,064)	<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>\$-0-</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>

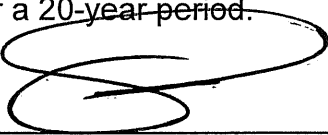
**Budget Account No.:** Fund 4011 Dept 721 Unit W031 Object 6543  
*Red. Fund 4011 Dept 900 Unit 4511 Rise 8213*

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:**

Adequate funds are available in the WUD Special Assessment Fund. Assessable costs will be recovered from the property owners over a 20-year period.



**C. Department Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

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

*Lisa R. [Signature]*  
 OFMB *4/24/19*  
*9/24/19*

*[Signature]*  
 Contract Development and Control  
*4/25/19 TW*

**B. Legal Sufficiency:**

*[Signature]*  
 Assistant County Attorney  
*4/26/19*

**C. Other Department Review**

\_\_\_\_\_  
 Department Director

WORK AUTHORIZATION NO. 27

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

Project Title: Pine Ridge Lane Water Main Extension

WUD Project No. 18-020

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:  
Furnish and Installation of approximately 600 linear feet of 6" PVC water main and appurtenances,  
which includes but not limited to assorted valves and fire hydrant (s) with site restoration.

See ATTACHMENT A for detailed scope of services.

The Contract provides for 3.28% SBE participation. This Work Authorization includes 4.23% participation. The cumulative proposed SBE participation, including this authorization is 11.65%.

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 60 Calendar Days  
Final Construction Completion 90 Calendar Days

Liquidated damages will apply as follows:

\$ 500.00 per day past substantial completion date.  
\$ 250.00 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 \$ 84,958.78.
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.

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

Project Title: Pine Ridge Lane Water Main Extension

WUD Project No.: 18-020

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: \_\_\_\_\_

R.E. Mack Bernard, Mayor *JCS*

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

\_\_\_\_\_ Date

Approved as to Form and Legal  
Sufficiency

CONTRACTOR: JOHNSON-DAVIS INCORPORATED

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

*RAH*  
\_\_\_\_\_  
(Signature)

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

ROBERT A. KOPLER, VICE PRES.  
\_\_\_\_\_  
(Name and Title)

3/11/2019  
\_\_\_\_\_  
Date

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 11 day of March, 2019,  
by Robert A. Kopler as Vice President  
for Johnson-Davis Incorporated



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

*[Signature]*  
\_\_\_\_\_  
(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. 27**

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

<b>ATTACHMENT A</b>	Scope of Work
<b>ATTACHMENT B</b>	Summary and Status of Work Authorizations
<b>ATTACHMENT C</b>	Public Construction Bond Rider
<b>ATTACHMENT D</b>	Form of Guarantee
<b>ATTACHMENT E</b>	Work Authorization Schedule of Bid Items
<b>ATTACHMENT F</b>	SBE Schedule 1 and Schedule 2
<b>ATTACHMENT G</b>	Summary of SBE/Minority Business Tracking
<b>ATTACHMENT H</b>	Location Map

**ATTACHMENT A**

**SCOPE OF WORK AUTHORIZATION # 27**

**PROJECT NO. 18-020**

**Project Title: Pine Ridge Lane Water Main Extension**

Contractor shall perform:

Furnish and Installation of approximately 600 linear feet of 6" PVC water main and appurtenances,  
which includes but not limited to assorted valves and fire hydrant (s) with site restoration.

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## 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
12.1	15-102	Water Distribution System Improvements Phase 1: Ponderosa Drive	Approved	\$ 25,096.00	\$ -	0.00%	WUD	7/16/2018
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
17.1	18-010	Torry Island Water Main and Force Main Relocation Project, Belle Glade	Approved	\$76,740.00	-	-	WUD	12/20/2018
17.2	18-010	Torry Island Water Main and Force Main Relocation Project, Belle Glade	Approved	\$85,000.00	-	-	WUD	3/27/2019
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	Approved	\$ 1,130,280.16	\$ 46,614.00	4.12%	BCC	8/14/2018
20.1	15-102	CD03 Water Distribution System Improvements Phase 2—Knotty Pines	Approved	\$8,600.00	-	-	WUD	11/16/2018
20.2	15-102	CD03 Water Distribution System Improvements Phase 2—Knotty Pines	Approved	\$18,000.00	-	-	WUD	12/20/2018
20.3	15-102	CD03 Water Distribution System Improvements Phase 2—Knotty Pines	Approved	\$45,335.00	-	-	WUD	3/28/2019
20.4	15-102	CD03 Water Distribution System Improvements Phase 2—Knotty Pines	Pending	\$2,248.40	-	-	WUD	TBD
21	18-055	Water Service and Fire Hydrant Installation at 13828 61 <sup>st</sup> N	Approved	\$ 27,984.98	\$ 4,500.00	16.08%	WUD	7/5/2018
22	15-013	CD01 Water Main Improvements Zones 1 & 5	Approved	\$1,352,904.85	\$227,143.44	16.78%	BCC	9/18/2018
23	17-047	Force Main Improvements on Lyons Road from Norte Lago to Palmetto Park Rd	Approved	\$653,114.45	\$75,199.50	11.51%	BCC	10/02/2018
24	18-061	Forest Hill Blvd at 16 <sup>th</sup> PL. FDOT Signal Improvements. FDOT Road Project# 430608-2-52-01	Approved	\$53,202.65	\$7,339.00	13.79%	WUD	8/20/2018
25	18-068	Installation of Water Main Sample Station Points	Approved	\$63,342.00	\$8,430.48	13.30%	WUD	8/28/2018
26	17-031	140 <sup>th</sup> Ave N. Water Main Services	Approved	\$193,938.56	\$9,660.00	4.98%	CRC	10/31/2018
26.1	17-031	140 <sup>th</sup> Ave N. Water Main Services	Approved	\$25,259.90	-	-	WUD	3/29/2019

Work Auth. No.	WUD Project No.	Title	Status	Project	SBE Total	SBE	Approved	
				Total Amount	Amount	Participation %	By	Date
27	18-020	Pine Ridge Lane Water Main Extension	Pending	\$84,958.78	\$3,600.00	4.23%	BCC	TBD

**ATTACHMENT C**

BOND NUMBER: 016219736

**PUBLIC CONSTRUCTION BOND – WORK AUTHORIZATION NO. 27  
TO CONTINUING CONSTRUCTION CONTRACT  
RESOLUTION NO. R2016-0902 Contract Dated July 12, 2016**

PROJECT TITLE: Pine Ridge Lane Water Main Extension

WUD PROJECT NO.: 18-020

BOND NUMBER: 016219736

WORK AUTHORIZATION/BOND AMOUNT \$ 84,958.78

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: Furnish and Installation of approximately 600 linear feet of 6" PVC water main and appurtenances, which includes but not limited to assorted valves and fire hydrant (s) with site restoration.

PROJECT LOCATION: North of Belvedere Rd; located on Pine Ridge Lane, West Palm Beach, Florida; District 7

LEGAL DESCRIPTION: Section: 25; Township: 43; Range: 42

Revised 1-4-19

**PUBLIC CONSTRUCTION BOND**

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Authorization No. 27 to Continuing Construction Contract Resolution No. R2016-0902 dated on July 12, 2016.

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 Eighty Four Thousand Nine Hundred Fifty Eight and 78/100 Dollars, \$84,958.78.

(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. 27 to Continuing Construction Contract Resolution No, R2016-0902 with the County for

Work Authorization Project Name: Pine Ridge Lane Water Main Extension  
Work Authorization Project No.: 18-020  
Project Description: Furnish and Installation of approximately 600 linear feet of 6" PVC water main and appurtenances, which includes but not limited to assorted valves ad fire hydrant (s) with site restoration.  
Project Location: District 7

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Chen Moore and Associates, Inc.  
Location of Firm: 500 Australian Avenue South, Suite 850, West Palm Beach, FL 33401  
Phone: 561) 746-6900  
Fax: (561) 746-8333

which Work Authorization No. 27 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

Revised 1-4-19

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

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.

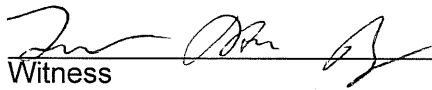
2. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the Work Authorization or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

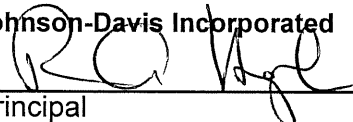
3. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under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

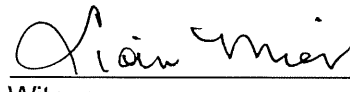
4. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Work Authorization are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.

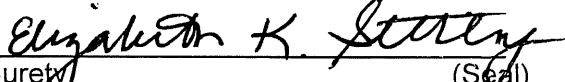
5. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions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

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

  
\_\_\_\_\_  
Witness  
Lian Mier  
Print name

**Liberty Mutual Insurance Company**  
  
\_\_\_\_\_  
Surety (Seal)  
Elizabeth K. Sterling  
Print name  
Attorney-in-Fact  
Title



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.

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

Certificate No: 8195687- 016072

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 7th day of September, 2018.



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

By: David M. Carey

David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of September, 2018 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:

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.

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 \_\_\_\_\_.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

**ATTACHMENT D**  
**FORM OF GUARANTEE**

BOND NUMBER: 016219736

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. 18-020, Work Authorization No. 27, Project Title: Pine Ridge Lane Water Main Extension, 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. The date of Final Completion shall be the date set forth on the fully executed and acknowledged Contractor's Certification of Final Completion form. 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/Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to Contract/Agreement.

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Johnson-Davis Incorporated (Seal)  
(Contractor)

By: Robert A. Fowler (Signature)  
ROBERT A. FOWLER (Print Name)

Liberty Mutual Insurance Company (Seal)  
(Surety)

By: Elizabeth K. Sterling (Signature)  
Elizabeth Sterling (Print Name)



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.

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

Certificate No: 8195687- 016072

**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 7th day of September, 2018.



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

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

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

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 7th day of September, 2018 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 \_\_\_\_\_.



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.



ATTACHMENT E

**SCHEDULE OF BID ITEMS**

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

Work Authorization No.: 27  
 Contractor Name: Johnson-Davis Incorporated  
 Project Name: Pine Ridge Lane Water Main Extension  
 WUD Project No.: 18-020

NO.	BID ITEM (Furnish and Install with Appurtenances)	QUANTITY	UNIT	UNIT PRICE	TOTAL
4	6" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	561.00	L.F.	\$18.00	\$10,098.00
29	Ductile Iron Fittings for Water Main/Reclaimed Water Main	0.50	Tons	\$4,800.00	\$2,400.00
59	6" Mechanical Joint Restraint for DIP	2.00	Each	\$200.00	\$400.00
67	6" Mechanical Joint Restraint for PVC	8.00	Each	\$200.00	\$1,600.00
84	6" PVC Pressure Pipe Restraint Harness	6.00	Each	\$110.00	\$660.00
94	Restrain existing 6" PVC Pressure Pipe	8.00	Each	\$925.00	\$7,400.00
103	6" Gate Valve & Valve Box	6.00	Each	\$950.00	\$5,700.00
153	Fire Hydrant Assembly with Captivator Caps, 6" Gate Valve & Anchor Tee Assembly & 10-R of 6" R.J. DIP	1.00	Each	\$5,300.00	\$5,300.00
157	Sample Points W/Double Strap Saddle & Corp. Stop	2.00	Each	\$900.00	\$1,800.00
167	Short Single 5/8" Meter Service (1-1/2" Polyethylene) (up to 10' long)	1.00	Each	\$1,000.00	\$1,000.00
169	Short Double 5/8" Meter Service (1-1/2" Polyethylene) (up to 10' long)	1.00	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)	1.00	Each	\$1,550.00	\$1,550.00
173	Long Double 5/8" Meter Service (1-1/2" Polyethylene with 3" Casing up to 40' long)	1.00	Each	\$1,750.00	\$1,750.00
187	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	\$2,800.00	\$5,600.00
200	Asphalt Driveway Removal and Restoration (1.5" thick)	250.00	Sq. Yd.	\$45.00	\$11,250.00
211	Bahia Sod	1,400.00	Sq. Yd.	\$4.00	\$5,600.00
213	Remove Trees up to 4" diameter or Palm Trees up to 12" diameter	5.00	Each	\$200.00	\$1,000.00
214	Record Drawing	1,000.00	L.F.	\$2.00	\$2,000.00
215	Construction Survey	1,000.00	L.F.	\$2.00	\$2,000.00
216	Preconstruction Video Taping	1,500.00	L.F.	\$0.50	\$750.00
217	Mail Box Removal and Reinstallation	2.00	Each	\$150.00	\$300.00
218	Maintenance of Traffic Residential Street	1,500.00	L.F.	\$1.00	\$1,500.00
219	Maintenance of Traffic Arterial Roadway	500.00	L.F.	\$2.00	\$1,000.00
221	Density Tests	32.00	Each	\$35.00	\$1,120.00
222	Proctor Tests	2.00	Each	\$90.00	\$180.00
232	Remove & Replace Signs	1.00	Each	\$250.00	\$250.00
269	Silt Fence	600.00	L.F.	\$1.50	\$900.00
	<b>SUBTOTAL BASE BID PRICE (Item 1-286)</b>				<b>\$74,308.00</b>
	<b>SUBTOTAL ADDITIONAL WORK/MOBILIZATION/DEMobilIZATION BID PRICE</b>				<b>\$10,650.78</b>
	<b>TOTAL BID PRICE</b>				<b>\$84,958.78</b>
NO.	ADDITIONAL WORK -ITEM 287	QUANTITY	UNIT	UNIT PRICE	
287 A	18" RCP Removal and 18" CMP Replacement	24.00	L.F.	\$175.00	\$4,200.00
287 B	Remove and Replace Concrete Headwalls	1.00	Each	\$3,850.00	\$3,850.00
	<b>SUBTOTAL ADDITIONAL WORK (Item 287)</b>				<b>\$8,050.00</b>
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	\$8,050.00	\$8,050.00
288	Mobilization (2.5% of Subtotal Base Bid Price)	1.00	Lump Sum	2.5%	\$1,857.70
289	Demobilization (1.0% of Subtotal Base Bid Price)	1.00	Lump Sum	1%	\$743.08
	<b>SUBTOTAL ADDITIONAL WORK/MOBILIZATION/DEMobilIZATION BID PRICE (Item 287-289)</b>				<b>\$10,650.78</b>
	<b>TOTAL BID PRICE</b>				<b>\$84,958.78</b>

Notes: No dewatering is anticipated

Additional 287 items are called out on plans and do not have corresponding PBC WUD CCC numbers

Additionally, the cost estimate is inclusive of the notes provided on the email that accompanied the 90% plans.

Subject to change at 100% plans.

# OEBO SCHEDULE 1

## LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Pine Ridge Lane Water Main Extension  
 NAME OF PRIME RESPONDENT/BIDDER: Johnson-Davis Incorporated  
 CONTACT PERSON: Clark Cryer  
 SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

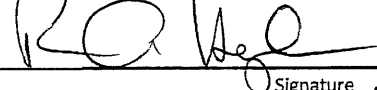
SOLICITATION/PROJECT/BID No.: WUD 18-020  
 ADDRESS: 604 Hillbrath Dr., Lantana, FL 33462  
 PHONE NO.: 561-588-1170 E-MAIL: ccryer@johnsondavis.com  
 DEPARTMENT: WUD

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.**

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
		Minority/Women Business	Small Business						
1. Utility Supply Associates Inc. 140 Commerce Rd. Boynton Beach, FL 33426 561-493-9900	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	3,600.00	_____	
2. Johnson-Davis Incorporated 604 Hillbrath Drive, Lantana, FL 33462 561-588-1170	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	81,358.78	_____	
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
(Please use additional sheets if necessary)							Total	3,600.00	_____

Total Bid Price \$ 84,958.78

Total SBE - M/WBE Participation 3,600.00

I hereby certify that the above information is accurate to the best of my knowledge:  Vice President  
 Signature ROBERT R. HOOVER Title \_\_\_\_\_

- Note:
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  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/or M/WBE, please indicate the dollar amount under the appropriate category.
  3. Modification of this form is not permitted and will be rejected upon submittal.

**ATTACHMENT F  
OEBO LETTER OF INTENT – SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All subcontractors/subconsultants, including any tiered subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER WUD 18-020  
SOLICITATION/PROJECT NAME Pine Ridge Lane Water Main Extension

Name of Prime Johnson Davis Incorporated

**(Check box(s) that apply)**

SBE    WBE    MBE    M/WBE    Non-S/M/WBE   Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

The undersigned affirms they are the following (select one from each column)

**Column 1**

**Column 2**

Male    Female    African American/Black    Asian American    Caucasian American  
 Hispanic American    Native American

**S/M/WBE PARTICIPATION** - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Qty./Units	Contingencies/Allowances	Total Price/Percentage
4-187	Water Main & Appurtenances	LS	1	N/A	\$6,000 <sup>00</sup>
	6,000 @ 60% = 3,600 <sup>00</sup>				

The undersigned Subcontractor/subconsultant is prepared to self perform the above described work in conjunction with the aforementioned project at the following total price or percentage \$6,000<sup>00</sup>

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

\_\_\_\_\_  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: N/A

Johnson-Davis Incorporated  
Print name of Prime  
By [Signature]  
Authorized Signature  
ROBERT A. KOSLER  
Print name  
VICE PRESIDENT  
Title  
Date 3/06/2019

UTILITY SUPPLY ASSOCIATES INC.  
Print name of Subcontractor/subconsultant  
By [Signature]  
Authorized Signature  
William Potts  
Print name  
PRESIDENT  
Title  
Date 3/6/2019

**ATTACHMENT G**

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

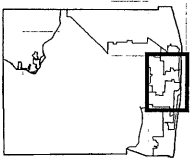
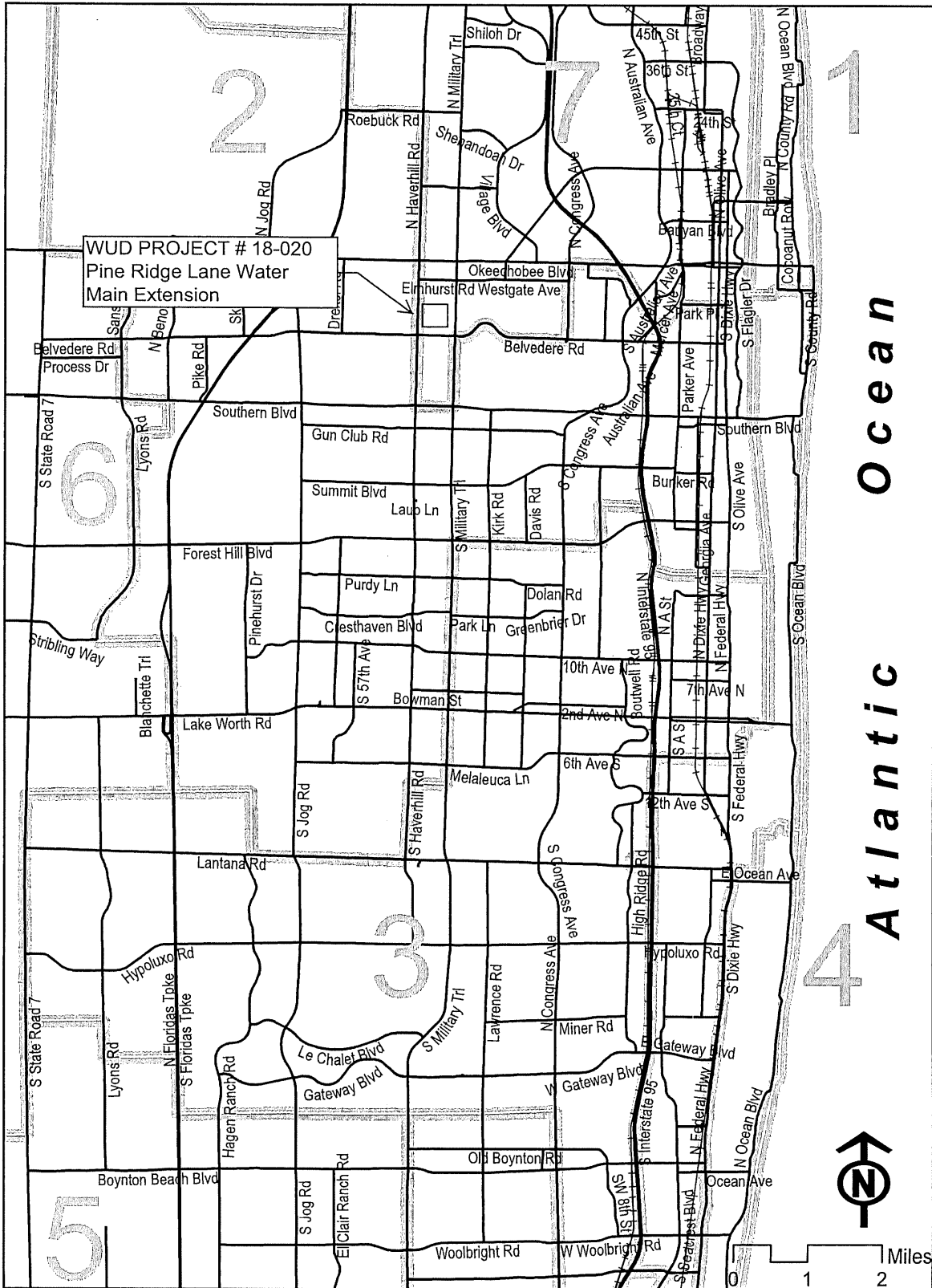
**SUMMARY OF  
SBE-M/WBE MINORITY BUSINESS TRACKING**

<b>Master Contract Goal</b> <u>3.28%</u>	<b>SBE</b>
<b>Current Proposal</b>	
Value of Authorization No 27	\$84,958.78
Value of SBE-M/WBE Letters of Intent	\$3,600.00
Actual Percentage	<u>4.23%</u>
<b>Signed/Approved Authorizations</b>	
Total Value of Authorizations	\$9,146,674.40
Total Value of SBE-M/WBE Signed Subcontracts	\$1,054,178.88
Actual Percentage	<u>11.52%</u>
<b>Signed/Approved Authorizations Plus Current Proposal</b>	
Total Value of Authorization	\$9,231,633.18
Total Value of Subcontracts & Letters of Intent	\$1,057,778.88
Actual Percentage	<u>11.45%</u>

Revised 1-4-19

# Project Location

ATTACHMENT H  
PINE RIDGE LANE WATER MAIN EXTENSION  
JOHNSON-DAVIS INCORPORATED



Location Sketch

**Liberty Mutual Surety**



March 1, 2019

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

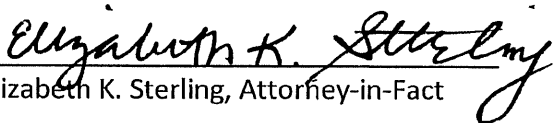
Re: Public Construction Bond #016219736 – Johnson-Davis Incorporated

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

  
Elizabeth K. Sterling, Attorney-in-Fact

**RESOLUTION NO. R-2019-**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, CONFIRMING THE SPECIAL ASSESSMENT ROLL FOR THE PINE RIDGE LANE WATER MAIN EXTENSION**

**WHEREAS**, pursuant to Section 8 of Ordinance 2001-0010, the Board of County Commissioners held a public hearing at 9:30 A.M. on the 7<sup>TH</sup> day of May, 2019, at the Commission Chambers of the Board of County Commissioners of Palm Beach County, Florida, so as to satisfy the requirements of Ordinance 2001-0010; and

**WHEREAS**, the Board of County Commissioners finds that the public notification and public hearing requirements of Ordinance 2001-0010 have been complied with; and

**WHEREAS**, the Board of County Commissioners intends to levy special assessment(s) upon certain properties located on Pine Ridge Lane for the purpose of funding a water main extension; and

**WHEREAS**, the tentative assessable cost of the improvement project shall be \$126,063.60; and

**WHEREAS**, the method of apportioning the assessable costs of the improvement project among the parcels of property located within the boundaries of the improvement project shall be by the front-footage method; and

**WHEREAS**, the maximum dollar amount of each assessment unit shall be between \$16,904.64 to \$33,520.80 per parcel; and

**WHEREAS**, the Board of County Commissioners finds that each parcel listed in the Special Assessment Roll, which is attached hereto and incorporated herein as Exhibit "A", will obtain a special benefit, that is at least equal to the amount of special assessment made against each such parcel; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:**

1. The Special Assessment Roll for the Pine Ridge Lane Water Main Extension Project (WUD 18-020) is hereby approved and confirmed, and the special assessments set forth therein shall be collected in accordance with the provisions of the Uniform Assessment Collection Act and Ordinance 2001-0010.

2. The special assessment(s) set forth in the Special Assessment Roll shall constitute a lien(s) against the assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien(s) shall be superior in dignity to all other liens, titles and claims, until paid.

3. Any and all special assessments made pursuant to this Resolution, which have not been paid in full within thirty (30) days after completion of the improvement project for which the assessments were made, shall be subject to interest at the rate of five and one half percent (5 ½ %) per year and shall be payable in twenty (20) equal installments of principal and interest.

4. If any special assessment made under this Resolution shall be either in whole or in part vacated or set aside by the judgment of any court, or if the Board of County Commissioners shall be satisfied that any such assessment is so irregular or defective that same cannot be enforced or collected, or if the Board shall have omitted to make such assessment when it might have done so, the Board of County Commissioners shall take all necessary steps to cause a new assessment to be made for any improvement and against any property specially benefited by such improvement, following the provisions of Ordinance 2001-0010. In case the second assessment shall also be invalid, the Board of County Commissioners may obtain and make other assessments until a valid assessment is made.

5. The Clerk of this Board shall cause this Resolution to be recorded in the Official Records of Palm Beach County, Florida, in the Office of the Clerk of the Circuit Court.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote; the vote was as follows:

Commissioner Hal R. Valeche  
Commissioner Gregg K. Weiss  
Commissioner Dave Kerner  
Commissioner Robert S. Weinroth  
Commissioner Mary Lou Berger  
Commissioner Melissa McKinlay  
Commissioner Mack Bernard

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Sharon R. Bock, Clerk and Comptroller

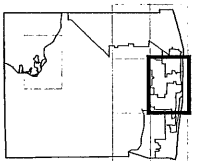
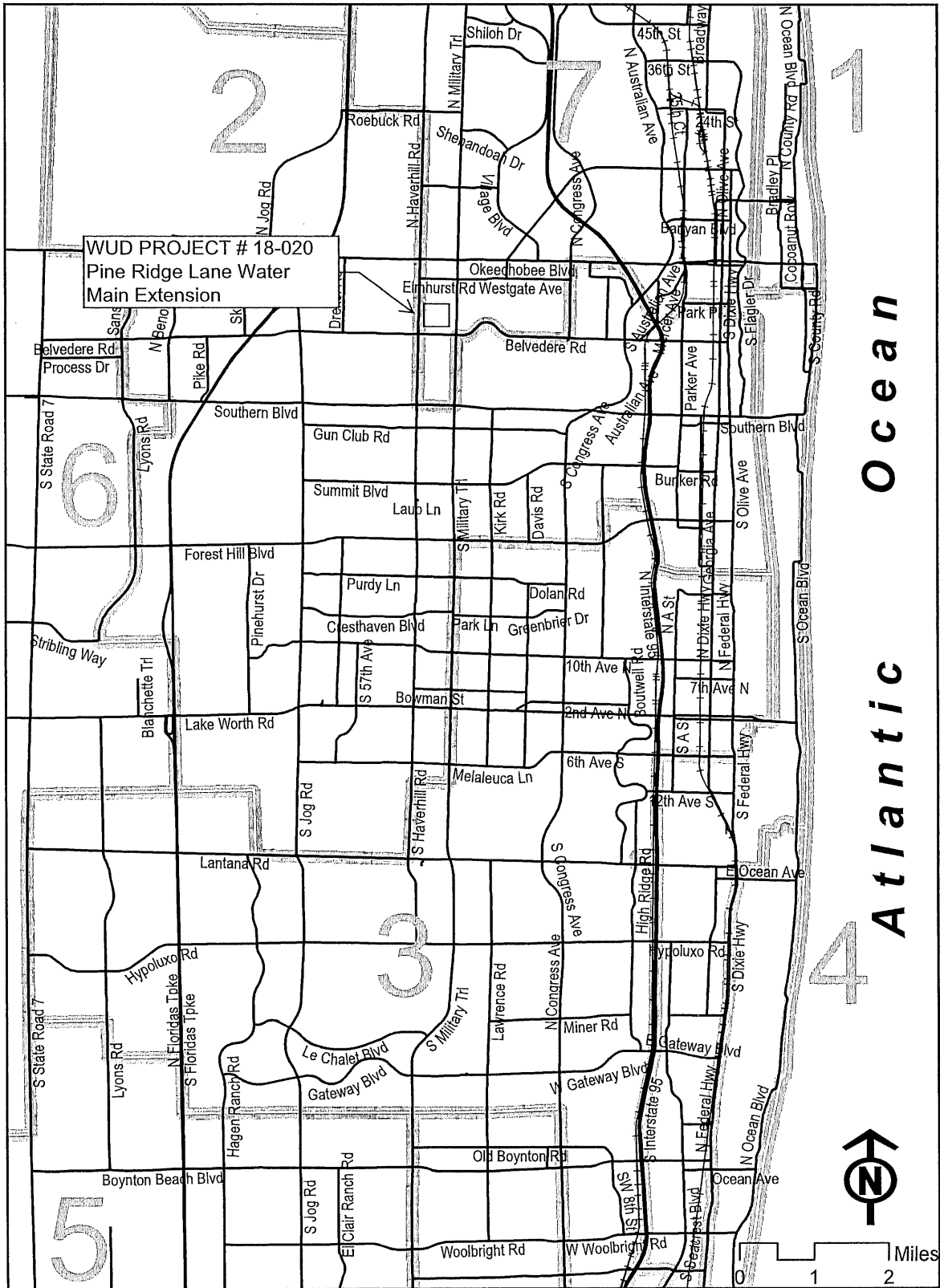
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By \_\_\_\_\_



# Project Location

ATTACHMENT NO. 3  
 PINE RIDGE LANE WATER MAIN EXTENSION  
 JOHNSON-DAVIS INCORPORATED



**Location Sketch**

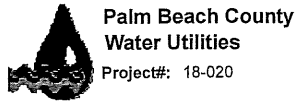
ATTACHMENT No. 4

Tentative Report of Cost  
PINE RIDGE LANE WATER MAIN EXTENSION  
WATER MAIN EXTENSION  
SPECIAL ASSESSMENT PROJECT  
PROJECT NO. WUD 18-020  
COMMISSION DISTRICT 7  
SECTION 25 TOWNSHIP 43 RANGE 42  
FUND 4011 DEPT. 721 ORG. W031 OBJECT 6543

Construction Price Estimated	\$84,958.78
Construction Contingency (10%) (1)	\$8,495.88
Inspection Fee (4%) (2)	\$3,398.35
Engineering Fee (3)	\$24,963.22
Administration Fee (5%) (4)	\$4,247.94
<b>Total Project Cost</b>	<b>\$126,064.17</b>
Financial Support Discount	\$0.00
Administrative Adjustment (5)	-\$0.57
<b>Total Assessable Cost</b>	<b>\$126,063.60</b>
Total Frontage	520
<b>Cost Per front-footage</b>	<b>\$242.43</b>

Notes:

1. Construction Contingency is 10% of the Construction Cost
2. Inspection fee is 4% of the Construction Cost.
3. Engineering Fee of \$24,963.22 is for the cost of survey, design and permitting from Chen Moore & Associates
4. Administrative Fee is 5% of the Construction Cost.
5. Administrative Adjustment is used to round the cost per parcel to the nearest cent.



Palm Beach County  
Water Utilities  
Project#: 18-020

Attachment No. 5

ATTACHMENT 5

Assessment Roll - Tentative

PINE RIDGE LANE  
WATER MAIN EXTENSION

<b>FUND AGENCY ORG</b>	<b>COMMISSION DISTRICT</b>	<b>SECTION TOWNSHIP RANGE</b>
	7 MACK BERNARD	25 43S 42E

No.	Homeowner	PCN/Legal Description	Feet	Cost/Per Foot	Total Assessment	Annual Cost/Per Foot	Annual Cost/Per Year	Notes
1	KYI, YIN	00-42-43-25-00-000-717.0  25-43-42, N 274.65 FT OF S 2186.75 FT OF E 208 FT OF W 446 FT OF W 3/4 OF W 1/2 OF SW 1/4 (LESS S 155 FT OF W 69.73 FT)	138.27	\$242.43	\$33,520.80	20.28638	\$2,805.00	
2	PANACOLOR USA LLC (CARLOS GUSTAVO DURANONA)	00-42-43-25-00-000-726.1  25-43-42, E 104 FT OF W 550 FT OF N 208 FT OF S 1877 FT OF W 3/4 OF W 1/2 OF SW 1/4	104.00	\$242.43	\$25,212.72	20.28638	\$2,109.78	
3	KARPEICHIK LEONARD J &	00-42-43-25-00-000-735.0  25-43-42, E 104 FT OF W 342 FTOF N 208 FT OF S 1877 FT OF W 3/4 OF W 1/2 OF SW 1/4	104.00	\$242.43	\$25,212.72	20.28638	\$2,109.78	
4	CABRERA, RAFAEL	00-42-43-25-00-000-745.0  25-43-42, E 104 FT OF W 446 FTOF N 208 FT OF S 1877 FT OF W 3/4 OF W 1/2 OF SW 1/4	104.00	\$242.43	\$25,212.72	20.28638	\$2,109.78	

Assessments which have not been paid in full within thirty days after completion of the subject improvements for which said assessment was made, will be charged interest at a rate of five and a half (5.5) percent per annum from the date of the acceptance of said improvement by Palm Beach County and shall be payable in twenty equal annual installments of principal and interest.



**Assessment Roll - Tentative**

PINE RIDGE LANE  
WATER MAIN EXTENSION

FUND	AGENCY	ORG	COMMISSION DISTRICT		SECTION	TOWNSHIP	RANGE
			7 MACK BERNARD		25	43S	42E

No.	Homeowner	PCN/Legal Description	Feet	Cost/Per Foot	Total Assessment	Annual Cost/Per Foot	Annual Cost/Per Year	Notes
5	BARONE, ANDREW	00-42-43-25-00-000-800.0	69.73	\$242.43	\$16,904.64	20.28638	\$1,414.57	
		25-43-42, N 155 FT OF S 2067.10 FT OF E 69.73 FT OF W 307.73 FT OF W 3/4 OF W 1/2 OF SW 1/4						
			<b>Total:</b>	520.00	<b>Total:</b>		\$126,063.60	

Note	Description/Totals	
1	MODIFIED ASSIGNED FRONTAGE	0
2	CONFIDENTIAL RECORD	0
3	UNITY OF TITLE	0
4	TAX MAP FRONTAGE	0
5	SCALED FRONTAGE	0
6	SURVEY	0
7	PAPA FRONTAGE	0
8	VERIFY LEGAL, OWNER CONTESTING TAXES	0

Assessments which have not been paid in full within thirty days after completion of the subject improvements for which said assessment was made, will be charged interest at a rate of five and a half (5.5) percent per annum from the date of the acceptance of said improvement by Palm Beach County and shall be payable in twenty equal annual installments of principal and interest.





# 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.**



ZURICH®

## 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.

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 8100 Forest Hill Boulevard West Palm Beach, Florida 33413 Palm Beach County Board of County Commissioners, a political subdivision of the state of Florida, its officers, employees, and agents.	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.

## 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 ap-  
pear.

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

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 8100 Forest Hill Boulevard West Palm Beach, Florida 33413 Palm Beach County Board of County Commissioners, a political subdivision of the state of Florida, its officers, employees, and agents.	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.



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## 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.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us )

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance "

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah "

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications According to Section 287 150(6) of the Missouri Statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications "

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated

(The information below is required only when this endorsement is issued subsequent to preparation of the policy )

Endorsement Effective	Policy No	Endorsement No
Insured		Premium \$
Insurance Company	Countersigned by _____	

# The Palm Beach Post

Palm Beach Daily News



## PROOF OF PUBLICATION STATE OF FLORIDA

### PUBLIC NOTICE

Before the undersigned authority, personally appeared Teal Pontarelli, who on oath, says that he/she is a Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published in West Palm Beach and distributed in Palm Beach County, Martin County, and St. Lucie County, Florida; that the attached copy of advertising for a P-Main Legal ROP was published in said newspaper on: first date of Publication 02/24/2019 and last date of Publication 02/24/2019. Affiant further says that the said The Palm Beach Post is a newspaper published in West Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

PBC BOCC WATER UTILITIES  
PO BOX 4036  
WEST PALM BEACH, FL 33402-4036

Invoice/Order Number:	0000459855
Ad Cost:	\$1,050.00
Paid:	\$0.00
Balance Due:	\$1,050.00

Signed

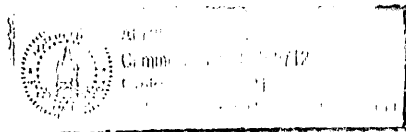
*Teal Pontarelli*  
Legal Advertising Agency

Sworn or affirmed to, and subscribed before me, this 25th day of February, 2019 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed

*April Glorioso*

(Notary)



Please see Ad on following page(s)

Invoice/Order Number.	0000459855
Ad Cost:	\$1,050.00
Paid:	\$0.00
Balance Due.	\$1,050.00

**NOTICE OF SPECIAL ASSESSMENT  
PURSUANT TO PALM BEACH COUNTY  
ORDINANCE NO. 2001-0010 ASSESSED BY PARCEL**

**PINE RIDGE LANE WATER MAIN EXTENSION  
WATER MAIN EXTENSION PROJECT  
SPECIAL ASSESSMENT PROGRAM  
PROJECT NO. WUD 18-020  
SECTION 25, TOWNSHIP 43, RANGE 42  
PALM BEACH COUNTY, FLORIDA**

NOTICE IS HEREBY GIVEN TO OWNERS OF REAL PROPERTY ABUTTING THE ABOVE REFERENCED IMPROVEMENT PROJECT, that each parcel of land shall be subject to a special assessment so that 100% of the assessable cost of the water main extension improvement project described above shall be paid by special assessments upon all specially benefited parcels in Pine Ridge Lane project area.

YOU ARE FURTHER ADVISED that all parcels subject to special assessment shall be assessed by the front footage method of assessment in the amount of \$242.43 per foot, so as to fairly allocate the cost of said project, and that if said assessment is approved by the Board of County Commissioners, a lien will be placed on all parcels subject to special assessment pending satisfaction of the individual parcel assessment balance. The total assessable cost for the 5 properties is \$126,063.60. The special assessment shall be collected by the Tax Collector of Palm Beach County through the Uniform Assessment Collection Act in the annual property tax bill and shall be collected in twenty equal annual installments of principal plus 5-1/2% interest or may be paid in full without interest within thirty (30) days of notification of final completion of the special assessment project by the Clerk of the Circuit Court. Failure to pay the special assessment will cause a tax certificate to be issued against the property, which may result in additional fees and loss of title.

ALL INTERESTED PERSONS are advised that the description of each parcel to be specially assessed and the amount to be assessed to each parcel, may be ascertained at the Administration office of the Palm Beach County Water Utilities Department located at 8100 Forest Hill Blvd, West Palm Beach, Florida 33413, or by contacting the Project Manager, Ralph Estime (telephone: 561-493-6144). The amount of said special assessments and the confirmation of the assessment roll are subject to final approval by the Board of County Commissioners at a Public Hearing to be held beginning at 9:30 A.M., on Tuesday, May 7, 2019, in the Commission Chambers of the Board of County Commissioners, 6th Floor of Governmental Office Center, 301 North Olive Avenue, West Palm Beach, Florida, at which time and place any necessary adjustment or equalization of said special assessments will be made in accordance with the law. Property owners have a right to appear and file written comments with the Board of County Commissioners prior to or during the Public Hearing.

ALL INTERESTED PERSONS are invited to attend said Public Hearing. If any person decides to appeal a decision made by this Commission with respect to any matter considered at the Public Hearing, they will need a record of the proceedings, and that for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony of evidence upon which the appeal is to be based.

Palm Beach County, Florida  
Board of County Commissioners

TO BE PUBLISHED: Palm Beach Post February 24, 2019

This Notice given this 24<sup>th</sup> day of February 2019.

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT.

BY: \_\_\_\_\_

Hassan Hadjimiry, P.E.

Deputy Director, Palm Beach County Water Utilities Dept.

ATTEST:

SHARON R. BOCK BOARD OF COUNTY  
COMMISSIONERS

CLERK AND COMPTROLLER

PALM BEACH COUNTY,  
FLORIDA

BY: Mack Bernard, MAYOR

TO BE PUBLISHED:

Palm Beach Post, Sunday, February 24, 2019

**WUD 18-020 Pine Ridge Water Main Extension**

