

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	<u>\$358,683</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>
	<u>\$358,683</u>				
NET FISCAL IMPACT		<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 <u>4011</u> Dept <u>721</u>	Unit <u>W031</u>	Object <u>6543</u>		


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

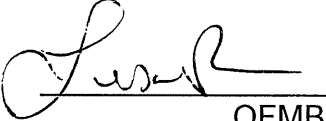
B. Recommended Sources of Funds/Summary of Fiscal Impact:

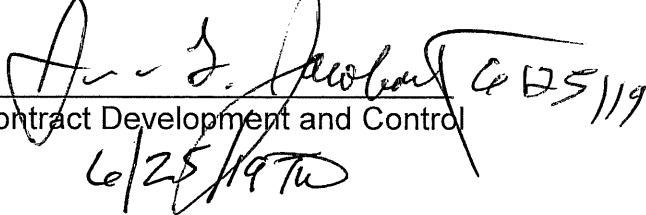
One (1) time expenditure from user fees, connection fees and balance brought forward.

C. Department Fiscal Review: 

III. REVIEW COMMENTS

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

 cbulva
OFMB 9/11/19 6/24


Contract Development and Control 6/25/19 TW

B. Legal Sufficiency:

 6/25/19
Assistant County Attorney

C. Other Department Review:

Department Director

WORK AUTHORIZATION NO. 29

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

Project Title: Century Village Water System Valve Program Year 2

WUD Project No. 19-052

Contractor: Johnson-Davis Incorporated

Address: 604 Hillbrath Drive, Lantana, FL 33462

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

District: 2

This Work Authorization provides for:
the provision and installation of approximately 48 gate valves ranging in size from 2-inch to 8-inch

with associated appurtenances and site restoration throughout the existing water distribution system

in the Century Village (West Palm Beach) neighborhoods of Camden, Windsor, Somerset, Bedford and Dover.

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

The Contract provides for 3.28% SBE participation. This Work Authorization includes 5.01% participation. The cumulative proposed SBE participation, including this authorization is 11.27%.

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>90</u>	Calendar Days
Final Construction Completion	<u>120</u>	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 \$ 358,682.05.
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: Century Village Water System Valve Program Year 2

WUD Project No.: 19-052

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: _____
JCS Mack Bernard, Mayor *R.E.*

Typed Name: _____
Deputy Clerk

_____ Date

Approved as to Form and Legal
Sufficiency

CONTRACTOR: Johnson-Davis Incorporated

Signed: _____

RA Hople

(Signature)

Typed Name: _____
County Attorney

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

5/02/19
_____ Date

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 02 day of May, 2019,
by Robert A. Hople 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)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____ Type of Identification Produced _____

LIST OF ATTACHMENTS

WORK AUTHORIZATION NO. 29

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 1-4-19

ATTACHMENT A

SCOPE OF WORK AUTHORIZATION # 29

PROJECT NO. 19-052

Project Title: Century Village Water System Valve Program Year 2

Contractor shall perform:

the provisions and Installation of approximately 48 gate valves ranging size in from 2-inch to 8 inch with
associated appurtenances and site restoration throughout the existing water distribution system in the Century
Village (West Palm Beach) neighborhoods of Camden, Windsor, Somerset, Bedford and Dover.

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 th 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 th 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	7/18/2018
13	17-012	52 nd 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 st 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
17.3	18-010	Additional Pumping For LS @ Torry Island	Approved	\$68,654.85	-	-	WUD	5/16/2019
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 st 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	Approved	\$2,248.40	-	-	WUD	4/11/2019
21	18-055	Water Service and Fire Hydrant Installation at 13828 61 st 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 th 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 th Ave N. Water Main Services	Approved	\$193,938.56	\$9,660.00	4.98%	CRC	10/31/2018

Work Auth. No.	WUD Project No.	Title	Status	Project	SBE Total	SBE	Approved	
				Total Amount	Amount	Participation %	By	Date
26.1	17-031	140 th Ave N. Water Main Services	Approved	\$25,259.90	-	-	WUD	3/29/2019
27	18-020	Pine Ridge Lane Water Main Extension	Approved	\$84,958.78	\$3,600.00	4.23%	BCC	5/7/2019
28	15-102	CD03 Summit Blvd Water Main Stub-outs	Approved	\$183,397.67	\$7,810.00	4.25%	CRC	5/22/2019
29	19-052	Century Village Water System Valve Program Year 2	Pending	\$358,682.05	\$18,000.00	5.01%	BCC	TBD

ATTACHMENT C

**PUBLIC CONSTRUCTION BOND – WORK AUTHORIZATION NO. 29
TO PIPELINE CONTINUING CONSTRUCTION CONTRACT
RESOLUTION NO. R2016-0902 Contract Dated July 12, 2016**

Project Title: Century Village Water System Valve Program Year 2

WUD PROJECT NO.: 19-052

BOND NUMBER: 016221001

WORK AUTHORIZATION/BOND AMOUNT: \$358,682.05

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 St. Boston, MA 02116

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: Installation of approximately 48 gate valves ranging in size from 2-inch to 8-inch with associated appurtenances and site restoration throughout the existing water distribution system in the Century Village (West Palm Beach) neighborhoods of Camden, Windsor, Somerset, Bedford and Dover.

PROJECT LOCATION: West of Haverhill Rd located on the north side of Okeechobee Blvd, West Palm Beach

LEGAL DESCRIPTION: Section: 23; Township: 43; Range: 42.

Revised 1-4-19

PUBLIC CONSTRUCTION BOND

Bond No. 016221001

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Authorization No. 29 to Pipeline 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 Three Hundred Fifty Eight Thousand Six Hundred Eighty Two & 05/100, \$358,682.05.

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. 29 to Continuing Construction Contract Resolution No. R2016-0902 with the County for

Work Authorization Project Name: Century Village Water System Valve Program Year 2

Work Authorization Project No.: 19-052

Project Description: Installation of approximately 48 gate valves ranging in size from 2 -inch to 8-inch with associated appurtenances and site restoration throughout the existing water distribution system in Century Village (West Palm Beach) the neighborhoods of Camden, Windsor, Somerset, Bedford and Dover.

Project Location: West of Haverhill Rd located on the north side of Okeechobee Blvd, West Palm Beach

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Mock, Roos & Associates, Inc.

Location of Firm: 5720 Corporate Way, West Palm Beach, FL 33407

Phone: 561-683-3113

Fax: n/a

which Work Authorization No. 29 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

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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.

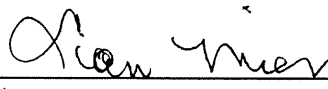
4. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Work Authorization are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any 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 DITH PELKEY
Print name


Witness

LIAN MIER
Print name

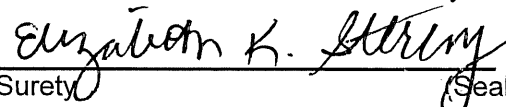
JOHNSON-DAVIS INCORPORATED

Principal (Seal)

ROBERT A. HOELLER
Print name

VICE PRESIDENT
Title

Liberty Mutual Insurance Company


Surety (Seal)

ELIZABETH K. STERLING
Print name
Title ATTORNEY IN FACT



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, Assistant Secretary

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, 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 ___, 2019.



By: 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 No. 016221001

GUARANTEE FOR (Contractor and Surety Name) Johnson-Davis Incorporated and

Liberty Mutual Insurance Company

We the undersigned hereby guarantee that the **Pipeline Continuing Construction Contract, Resolution No. 2016-0902, Contract Dated July 12, 2016, WUD Project No. 19-052, Work Authorization No. 29, Project Title: Century Village Water System Valve Program Year 2, 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: 

(Signature)

VICE PRESIDENT

ROBERT A. HOPPER

(Print Name)

Liberty Mutual Insurance Company (Seal)

(Surety)

By: 

(Signature) Attorney in Fact

Elizabeth K. 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, Assistant Secretary

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, 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 ___, 2019.



By: 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 E

SCHEDULE OF BID ITEMS

Palm Beach County Water Utility Department
Pipeline Continuing Construction Contract - WUD 16-013

Work Authorization No.:

Contractor Name: Johnson-Davis Incorporated

Project Name: Century Villages Water System Valve Program Year 2

Project No.: WUD 19-052

NO.	BID ITEM (Furnish and Install with Appurtenances)	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	4" PVC Push-On Joint Wastewater Force Main	20	L.F.	\$16.00	\$320.00
4	6" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	80	L.F.	\$18.00	\$1,440.00
7	8" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	80	L.F.	\$22.00	\$1,760.00
10	10" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	20	L.F.	\$31.00	\$620.00
66	4" Mechanical Joint Restraint for PVC	4	Each	\$165.00	\$660.00
67	6" Mechanical Joint Restraint for PVC	64	Each	\$200.00	\$12,800.00
68	8" Mechanical Joint Restraint for PVC	64	Each	\$250.00	\$16,000.00
69	10" Mechanical Joint Restraint for PVC	16	Each	\$300.00	\$4,800.00
93	Restrain existing 4" PVC Pressure Pipe	1	Each	\$700.00	\$700.00
94	Restrain existing 6" PVC Pressure Pipe	16	Each	\$925.00	\$14,800.00
95	Restrain existing 8" PVC Pressure Pipe	16	Each	\$1,275.00	\$20,400.00
96	Restrain existing 10" PVC Pressure Pipe	4	Each	\$1,450.00	\$5,800.00
102	4" Gate Valve & Valve Box	1	Each	\$830.00	\$830.00
103	6" Gate Valve & Valve Box	16	Each	\$950.00	\$15,200.00
104	8" Gate Valve & Valve Box	16	Each	\$1,350.00	\$21,600.00
105	10" Gate Valve & Valve Box	4	Each	\$1,850.00	\$7,400.00
174	Extra Long 5/8" Meter Service Line (1-1/2" PVC w/3" Casing) (up to 200' long)	100	L.F.	\$15.00	\$1,500.00
178	6" DIP X AC Pipe Adapter	4	Each	\$2,800.00	\$11,200.00
179	8" DIP X AC Pipe Adapter	4	Each	\$3,200.00	\$12,800.00
180	10" DIP X AC Pipe Adapter	1	Each	\$3,600.00	\$3,600.00
187	4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be Included)	48	Each	\$2,800.00	\$134,400.00
200	Asphalt Driveway Removal and Restoration (1.5" thick)	55	Sq. Yd.	\$45.00	\$2,475.00
210	Floritam Sod	1,500	Sq. Yd.	\$5.00	\$7,500.00
214	Record Drawing	2,400	L.F.	\$2.00	\$4,800.00
215	Construction Survey	2,400	L.F.	\$2.00	\$4,800.00
216	Preconstruction Video Tapling	2,400	L.F.	\$0.50	\$1,200.00
218	Maintenance of Traffic Residential Street	2,400	L.F.	\$1.00	\$2,400.00
221	Density Tests	144	Each	\$35.00	\$5,040.00
222	Proctor Tests	2	Each	\$90.00	\$180.00
277	4" Single Line Stop (for PVC/DIP/CIP/AC)	1	Each	\$3,000.00	\$3,000.00
279	6" Single Line Stop (for PVC/DIP/CIP/AC)	4	Each	\$4,000.00	\$16,000.00
281	8" Single Line Stop (for PVC/DIP/CIP/AC)	4	Each	\$5,000.00	\$20,000.00
283	10" Single Line Stop (for PVC/DIP/CIP/AC)	1	Each	\$6,800.00	\$6,800.00
	SUBTOTAL BASE BID PRICE (Item 1-286)				\$362,825.00

Palm Beach County Water Utility Department
 Pipeline Continuing Construction Contract - WUD 16-013

Work Authorization No.:
 Contractor Name: Johnson-Davis Incorporated
 Project Name: Century Village Water System Valve Program Year 2
 Project No.: WUD 19-052

NO.	BID ITEM (Furnish and Install with Appurtenances)	QUANTITY	UNIT	UNIT PRICE	TOTAL
NO.	ADDITIONAL WORK/MOBILIZATION/DEMOBILIZATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
287	Additional work not included in Bid Items (Max 15% of Subtotal Base Bid Price)	1	Lump Sum	-\$14,140.00	-\$14,140.00
288	Mobilization (Up to 2.5% of Subtotal Base Bid Price)	1	Lump Sum	Up to 2.5%	\$7,140.75
289	Demobilization (Up to 1% of Subtotal Base Bid Price)	1	Lump Sum	Up to 1%	\$2,856.30
	SUBTOTAL ADDITIONAL WORK/MOBILIZATION/DEMOBILIZATION BID PRICE (Item 287-289)				-\$4,142.95
	TOTAL BID PRICE				\$358,682.05
NO.	ADDITIONAL WORK -ITEM 287	QUANTITY	UNIT	UNIT PRICE	
287A	Credit difference for Item 187 Being 2" & 3"	11	Each	-\$1,800.00	-\$19,800.00
287B	2" Gate Valve & Valve Box	9	Each	\$400.00	\$3,600.00
287C	3" Gate Valve & Valve Box	2	Each	\$780.00	\$1,560.00
287D	3" Mechanical Joint Restraint for PVC	4	Each	\$125.00	\$500.00
	SUBTOTAL ADDITIONAL WORK (Item 287)				-\$14,140.00

Notes:

- 1) Due to the nature of this project no, Milling, Overlay or, Sample Points are included. If this work is necessary, additional charges will be incurred.
- 2) Prices are based on the assumption that the existing mains are PVC.
- 3) Quantities of items #93-#95, #174 and #281 are included as contingency. Only the actual field ordered quantity of each item installed will be billed. Existing 2" pipe is assumed to be a type of pipe that does not require restraint.

Line stops are referred to but not shown.
- 4) Line Stops are referenced but not shown on the plans. If 2" Line Stops are required, add \$2,200 per each.
If 3" Line Stops are required, add \$2,850 per each.
- 5) Items #214 - #216 have a quantity of 50 l.f. per location.
- 6) No Dewatering or Deflections are included in this proposal.

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Century Village Water System Valve Program Year 2
 NAME OF PRIME RESPONDENT/BIDDER: Johnson-Davis Incorporated
 CONTACT PERSON: Clark Cryer
 SOLICITATION OPENING/SUBMITTAL DATE: _____

SOLICITATION/PROJECT/BID No.: WUD 19-052
 ADDRESS: 604 Hillbrath Dr, Lantana, FL 33462
 PHONE NO.: 561-588-1170 E-MAIL: ccryer@johnsondavis.com
 DEPARTMENT: _____

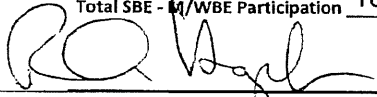
PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Utility Supply Associates Inc. 140 Commerce Road, Boynton Beach, FL 33426 561-493-9900	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$18,000.00	_____
2. Johnson-Davis Incorporated 604 Hillbrath Dr., Lantana, FL 33462 561-588-1170	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$340,682.05	_____
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 _____

Total Bid Price \$ 358,682.05 Total SBE - M/WBE Participation 18,000.00

I hereby certify that the above information is accurate to the best of my knowledge:  VICE PRESIDENT
 Signature ROBERT A. HOOPER 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 G

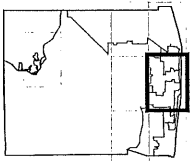
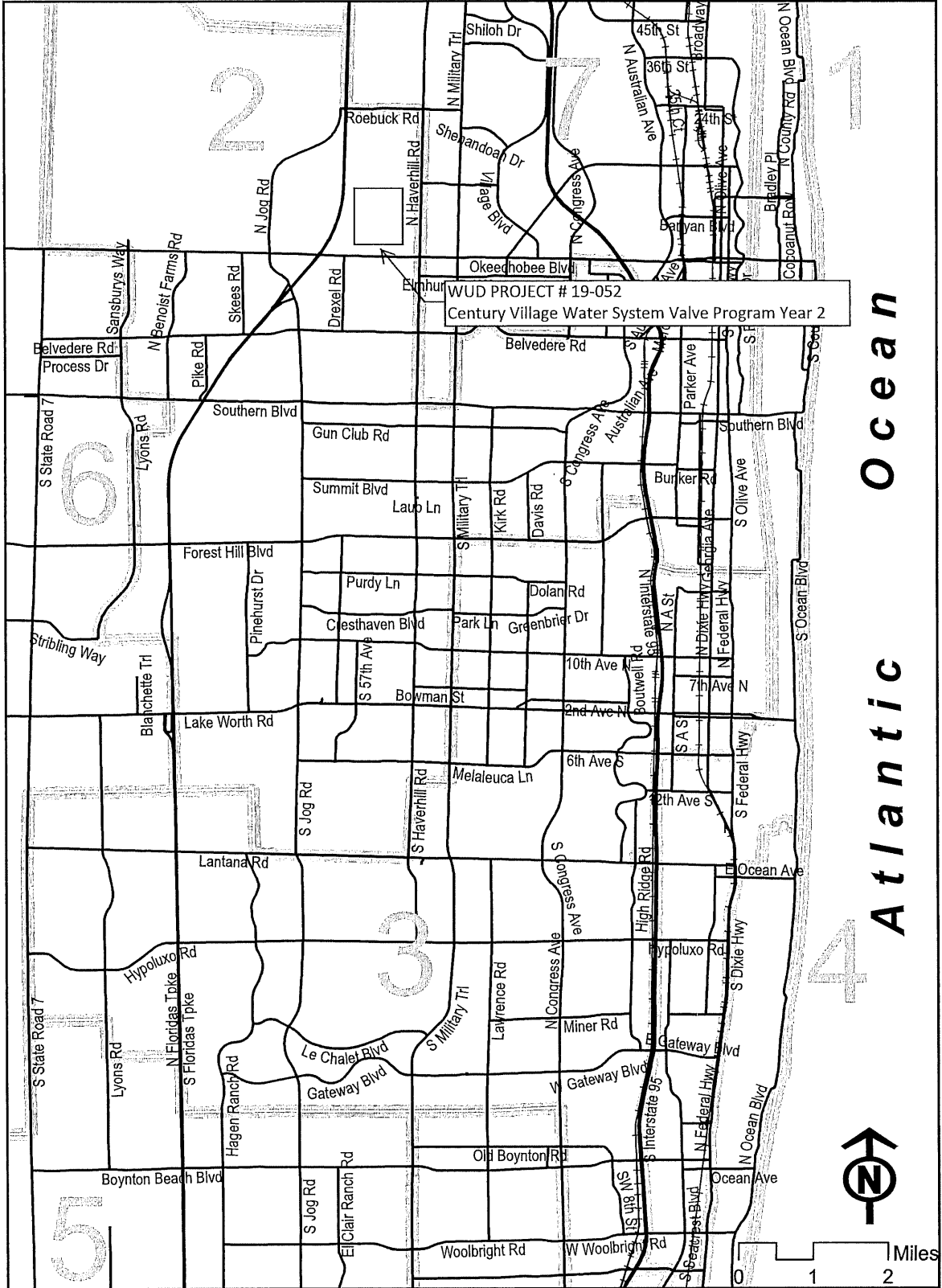
Palm Beach County Water Utilities Department
Pipeline Continuing Construction Contract 16-013
Resolution # R2016-0902 Contract Dated July 12, 2016

SUMMARY OF SBE-M/WBE MINORITY BUSINESS TRACKING

Master Contract Goal <u>3.28%</u>	SBE
Current Proposal	
Value of Authorization No 29	\$358,682.05
Value of SBE-M/WBE Letters of Intent	\$18,000.00
Actual Percentage	<u>5.01%</u>
Signed/Approved Authorizations	
Total Value of Authorizations	\$9,148,922.80
Total Value of SBE-M/WBE Signed Subcontracts	\$1,054,178.88
Actual Percentage	<u>11.52%</u>
Signed/Approved Authorizations Plus Current Proposal	
Total Value of Authorization	\$9,507,604.85
Total Value of Subcontracts & Letters of Intent	\$1,072,178.88
Actual Percentage	<u>11.27%</u>

Project Location

ATTACHMENT H
Century Village Water System Valve Program Year 2
Work Authorization No. 29
Johnson-Davis Incorporated



Location Sketch



Liberty Mutual Surety

April 30, 2019

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

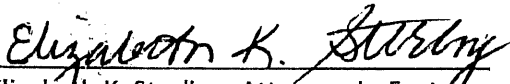
Re: Performance & Payment Bond #016221001 – Johnson-Davis, Incorporated

As the Surety Company for Johnson-Davis, Incorporated, permission is hereby granted for Palm Beach County to date the Bond, Power of Attorney and the Power of Attorney for the Form of Guarantee for the referenced bond(s) after executing the contract when the contract date is known.

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

Sincerely,

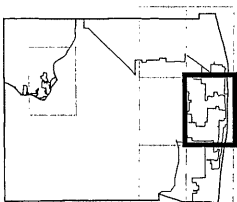
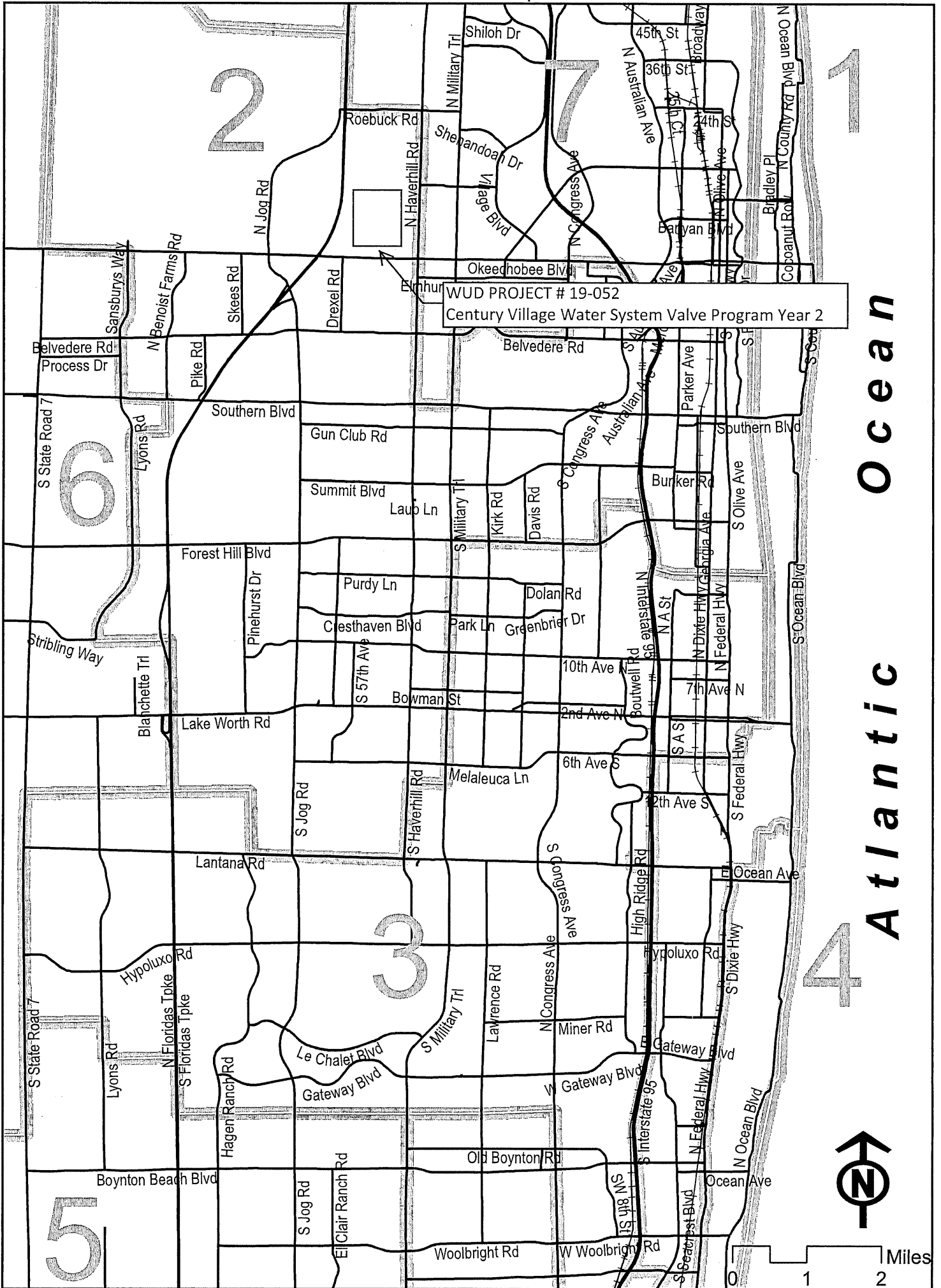
Liberty Mutual Insurance Company


Elizabeth K. Sterling, Attorney-in-Fact

Project Location

ATTACHMENT 2

Century Village Water System Valve Program Year 2
Work Authorization No. 29
Johnson-Davis Incorporated



Location Sketch



ATTACHMENT 3

JOHNINC-02

SMAJESKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/28/2019

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... CONTACT NAME: Sharon Majeski, ARM... INSURER A: Zurich North America... INSURER B: American Guarantee & Liability Insurance Co...

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Equipment Floater.

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

CERTIFICATE HOLDER: Palm Beach County Water Utilities Department... CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



ZURICH®

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 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.

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

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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.

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.



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.
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 _____	