

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 7, 2020

Consent [X] Regular []
Public Hearing []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Authorization (WA) No. 1 to the 2019 Pipeline Continuing Construction Contract (Contract) with Johnson-Davis Incorporated (Contractor) for the Water Main Relocation from Herbert Hoover Dike in Pahokee (Project) in the amount of \$1,419,149.51.

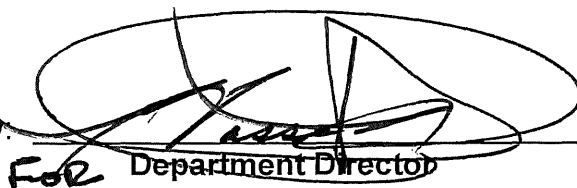
Summary: On February 11, 2020, the Board of County Commissioners (BCC) approved the Palm Beach County Water Utilities Department (PBCWUD) Contract (R2020-0160) with Contractor. WA No. 1 provides for the installation of approximately 1,450 linear feet of 12-inch water main along Barack Obama Boulevard from North Lake Avenue to North Barfield Highway; 1,000 linear feet of 12-inch water main along Larrimore Road from East Main Place to Juniper Road; 330 linear feet of 8-inch water main along East Main Street to East Main Place; and 500 linear feet of 8-inch water main along Lake Okeechobee's shoreline from Lower West View Lake Drive to East Main Street. Approximately 8,400 linear feet of existing water main along the Herbert Hoover Dike from the former water treatment plant to the existing water main on Main Street in Pahokee will be abandoned in place and filled with grout. This Contract was procured under the requirements of the Equal Business Opportunity (EBO) Ordinance. On April 3, 2019, the Goal Setting Committee applied an Affirmative Procurement Initiative (API) of a mandatory 20% Small Business Enterprise (SBE) subcontracting participation. The Contract provides for 20.07% SBE participation. Work Authorization No. 1 includes 22.23% SBE participation. The cumulative SBE participation including WA No. 1 is 22.23%. Contractor is a Palm Beach County company. The Project is included in the PBCWUD FY20 budget. (WUD Project No. 18-056) District 6 (MJ)

Background and Justification: PBCWUD owns approximately 9,200 linear feet of 12-inch water main within the Herbert Hoover Dike in Pahokee. On April 21, 2014, Palm Beach County entered into a Consent to Easement Agreement with the United States Army Corps of Engineers (R2014-0458) to grout the existing water main in place. In order to maintain the same level of service in Pahokee, a new 12-inch water main and 8-inch water main will be installed providing a continuous transmission pipeline connection along Barack Obama Boulevard, Barfield Highway and Larrimore Road.

Attachments:

1. Three (3) Originals of Work Authorization No. 1
2. Location Map
3. Certificate of Liability Insurance

Recommended By:



Department Director

5-20-2020
Date

Approved By:



Assistant County Administrator

5/10/2020
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$1,419,150	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	\$1,419,150	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0
Budget Account No.:	Fund <u>4011</u>	Dept <u>721</u>	Unit <u>W038</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:



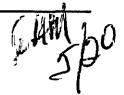
One (1) time expenditure from user fees, connection fees and balance brought forward.

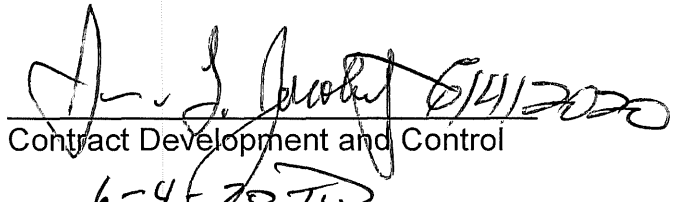


C. Department Fiscal Review: _____ GC

III. REVIEW COMMENTS

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

 5/21/2020
OFMB  

 6/4/2020
Contract Development and Control
6-4-20 TW

B. Legal Sufficiency:
 6/9/2020
Assistant County Attorney

C. Other Department Review

Department Director

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

WORK AUTHORIZATION NO. 1

**Palm Beach County Water Utilities Department
2019 Pipeline Continuing Construction Contract
Resolution No. R2020-0160 Contract Dated February 11, 2020**

Project Title: Water Main Relocation from Herbert Hoover Dike in Pahokee

WUD Project No.: 18-056

Contractor: Johnson-Davis Incorporated

Address: 604 Hillbrath Drive, Lantana FL 33462

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

District: 6

This Work Authorization provides for: The installation of 1,450 linear feet of 12-inch water main along Barack Obama Boulevard from North Lake Avenue to North Barfield Highway.

Installation of 1,000 linear feet of 12-inch water main along Larrimore Road from East Main Place to Juniper Road.

Installation of 330 linear feet of 8-inch water main from East Main Street to East Main Place.

Installation of 500 linear feet of 8-inch water main from an existing 8-inch water main located along the Lake Okeechobee shoreline within lower west side of Lakeview Drive to East Main Street.

Grouting of 8,400 linear feet of existing 12-inch water main on the Herbert Hoover Dike from the former water treatment plant northeast along the dike to the existing water main on Main Street.

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

The Contract provides for 20.07% SBE Participation. This Work Authorization includes 22.23% participation. The cumulative proposed SBE participation including this authorization is 22.23%.

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>240</u> Calendar Days
Final Construction Completion	<u>270</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.

WORK AUTHORIZATION NO. 1

**Palm Beach County Water Utilities Department
2019 Pipeline Continuing Construction Contract
Resolution No. R2020-0160 Contract Dated February 11, 2020**

3. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$1,419,149.51.
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 the Work Authorization.

WORK AUTHORIZATION NO. 1

Palm Beach County Water Utilities Department
2019 Pipeline Continuing Construction Contract
Resolution No. R2020-0160 Contract Dated February 11, 2020

Project Title: Water Main Relocation from Herbert Hoover Dike in Pahokee

WUD Project No. 18-056

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: _____

DK
[Signature]

Dave Kerner, Mayor

Typed Name: _____
Deputy Clerk

Date

Approved as to Form and Legal
Sufficiency

Contractor: Johnson-Davis Incorporated

Signed: _____

[Signature]

(Signature)

Typed Name: _____
County Attorney

CHRIS JOHNSON, SECY TREAS.
(Name and Title)

4/30/20
Date

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of April 2020, by Chris Johnson, who is personally known to me or has produced _____ as identification.



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

[Signature]

(Signature of Notary Public – State of Florida)

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

WORK AUTHORIZATION NO. 1

**Palm Beach County Water Utilities Department
2019 Pipeline Continuing Construction Contract
Resolution No. R2020-0160 Contract Dated February 11, 2020**

LIST OF ATTACHMENTS

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	Schedule of Bid Items
ATTACHMENT F	OEBO Schedule 1 and 2
ATTACHMENT G	Summary of SBE-M/WBE Business Tracking
ATTACHMENT H	Location Map

Revised 01/02/2020

ATTACHMENT A

SCOPE OF WORK AUTHORIZATION NO. 1

WUD Project No.: 18-056

Project Title: Water Main Relocation from Herbert Hoover Dike in Pahokee

Contractor shall perform:

Installation of a 12-inch transmission water main along Barack Obama Boulevard and Larrimore Road. Pipe installation will provide a continuous 12-inch transmission line connection, incorporating existing mains, from the intersection of Northlake Avenue and Barack Obama Boulevard to the Pahokee Elevated Water Tower #2, located on East Main Street, approximately one-quarter mile southwest of the intersection of East Main Street and North State Market Road. Construction also includes the grouting of the existing 12-inch water main located within the Herbert Hoover Dike (HHD) that currently connects the former City of Pahokee Water Treatment Facility with water tower site.

Project includes:

Installation of 1,000 linear feet of 12-inch water main along Larrimore Road from East Main Place to Juniper Road.

Installation of 330 linear feet of 8-inch water main from East Main Street to East Main Place.

Installation of 500 linear feet of 8-inch water main from an existing 8-inch water main located along the Lake Okeechobee shoreline within lower west side of Lakeview Drive to East Main Street.

Grouting of 8,400 linear feet of existing 12-inch water main on the Herbert Hoover Dike from the former water treatment plant northeast along the dike to the existing water main on Main Street.

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	18-056	Water Main Relocation from Herbert Hoover Dike in Pahokee	Pending	\$1,419,149.51	\$315,537.00	22.23%	BCC	Pending
2	18-058	Garden Place North, Juniper Ave. & Kismet Avenue Water System Improvement, Pahokee	Pending	\$320,975.14	\$81,957.46	25.53%	BCC	Pending
3	17-047	Force Main Improvements on Lyons Road from Norte Lago to Palmetto Park Road	Pending	\$189,547.25	\$53,783.60	28.37%	CRC	Pending



April 14, 2020

Palm Beach County
8100 Forest Hill Blvd.
West Palm Beach, FL 33413


Re: Construction Bond #016227545 – Johnson-Davis, Inc.

As the Surety Company for Johnson-Davis, Incorporated, permission is hereby granted for Palm Beach County to add the contract date to the referenced Bond (s) & Powers of Attorney & Notary 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



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 14 day of April, 2020.



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 C

PUBLIC CONSTRUCTION BOND – WORK AUTHORIZATION NO. 1

2019 Pipeline Continuing Construction Contract

Resolution No. R2020-0160 Contract Dated February 11, 2020

PROJECT TITLE: Water Main Relocation from Herbert Hoover Dike in Pahokee

WUD PROJECT NO.: 18-056

BOND NUMBER: 16227545

WORK AUTHORIZATION/BOND AMOUNT: \$1,419,149.51

CONTRACTOR'S NAME: Johnson-Davis, Incorporated

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

CONTRACTOR'S PHONE: 561 640-3503

SURETY COMPANY: Liberty Mutual

SURETY'S ADDRESS: 175 Berkeley Street, 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 a water main along Barack Obama Boulevard, Larrimore Road and the abandonment of the existing 12-inch water main within the Herbert Hoover Dike in Pahokee.

PROJECT LOCATION: Barack Obama Boulevard from Northlake Avenue to North bar field Highway.

Larrimore Road from East main street to North Juniper Avenue.

Herbert Hoover Dike from old water treatment plant 8,500-ft north

LEGAL DESCRIPTION: Section 08, 17 & 18; Township 42; Range 37

Revised 01/02/2020

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Authorization No. 1 to 2019 Pipeline Continuing Construction Contract Contract Resolution No. R2020-0160 dated on February 11, 2020.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of One Million Four Hundred Nineteen Thousand One Hundred Forty-Nine Dollars and 51/100 Cents, \$1,419,149.51,

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. 1 to 2019 Pipeline Continuing Construction Contract Contract Resolution No. R2020-0160 with the County for

Work Authorization Project Name: Water Main Relocation from Herbert Hoover Dike in Pahokee

Work Authorization Project No.: 18-056

Project Description: Installation of a water main along Barack Obama Boulevard, Larrimore Road and the abandonment of the existing 12-inch water main within the Herbert Hoover Dike in Pahokee.

Project Location: Barack Obama Boulevard from Northlake Avenue to North bar field Highway. Larrimore Road from East main street to North Juniper Avenue. Herbert Hoover Dike from old water treatment plant 8,500-ft north

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Keshavarz and Associates, Inc.

Location of Firm: 711 N Dixie Hwy, Suite 201; WPB FL 33401

Phone: (561) 689-8600

Fax: _____

which Work Authorization No. 1 to 2019 Pipeline Continuing Construction Contract Contract Resolution No. R2020-0160 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 01/02/2020

- 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.

[Signature]
 Witness

LORISA DITH PELKEY
 Print Name

Megan Douaire
 Witness

Megan Douaire
 Print Name

Johnson-Davis Incorporated
 Principal (seal)

[Signature]
 Print name CHRIS JOHNSON

SEAN GREENBER
 Title

Liberty Mutual Insurance Company
 Surety (seal)

[Signature]
 Print name Elizabeth K. Sterling

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.

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The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8195687- 016072

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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

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, Notary Public

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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 ___, 2020.



By: Renee C. Llewellyn, Assistant Secretary

**ATTACHMENT D FORM
OF GUARANTEE**

GUARANTEE FOR (Contractor Surety Name) Liberty Mutual Insurance Company

We the undersigned hereby guarantee that the **2019 Pipeline Continuing Construction Contract, Resolution No. R2020-0160, Contract Dated February 11, 2020, WUD Project No. 18-056, Work Authorization No. 1, Project Title: Water Main Relocation from Herbert Hoover Dike in Pahokee, 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 and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract/Agreement.

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

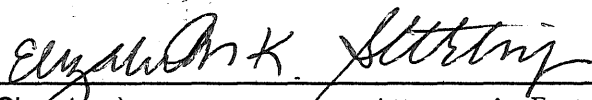
Johnson-Davis Incorporated
(Contractor)

By: 
(Signature) SCOTT FIREMS.

Scott Firems
(Printed name)

Liberty Mutual Insurance Company
(Surety)

(Seal)

By: 
(Signature) Attorney-in-Fact

Elizabeth K. Sterling
(Printed 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 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:

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 ___, 2020.



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 Utilities Department

2019 Pipeline Continuing Construction Contract Resolution No. R2020-0160 Contract Dated February 11, 2020

Work Authorization No.: 1

Contractor Name: Johnson-Davis, Incorporated

Project Name: Water Main Relocation from Herbert Hoover Dike in Pahokee

WUD Project No.: 18-056

Bid Item No.	Item	Quantity	Units	Unit Price	Total
1	4" PVC Push-On Joint Wastewater Force Main	16	LF	\$15.00	\$240.00
3	4" DIP Push-On Joint Wastewater Force Main	15	LF	\$75.00	\$1,125.00
4	6" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	244	LF	\$20.00	\$4,880.00
7	8" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	655	LF	\$30.00	\$19,650.00
8	8" DIP Push-On Joint Water Main/Reclaimed Water Main	26	LF	\$40.00	\$1,040.00
10	10" PVC Push-On Joint Water Main//Reclaimed Water Main/Wastewater Force Main	20	LF	\$35.00	\$700.00
13	12" PVC Push-On Joint Water Main/Wastewater Force Main/Reclaimed Water Main	2,466	LF	\$43.00	\$106,038.00
23	Ductile Iron Fittings for Water Main/Reclaimed Water Main	2.830	Tons	\$5,000.00	\$14,150.00
24	Ductile Iron Fittings for Wastewater Force Main	0.12	Tons	\$9,000.00	\$1,080.00
34	4" Mechanical Joint Restraint for DIP	14	Each	\$170.00	\$2,380.00
35	6" Mechanical Joint Restraint for DIP	15	Each	\$215.00	\$3,225.00
36	8" Mechanical Joint Restraint for DIP	4	Each	\$275.00	\$1,100.00
41	6" Mechanical Joint Restraint for PVC	26	Each	\$220.00	\$5,720.00
42	8" Mechanical Joint Restraint for PVC	56	Each	\$280.00	\$15,680.00
44	12" Mechanical Joint Restraint for PVC	83	Each	\$450.00	\$37,350.00
47	4" Joint Restraint Gasket DIP (Field Lock or Fast Grip)	7	Each	\$70.00	\$490.00
49	8" Joint Restraint Gasket DIP (Field Lock or Fast Grip)	7	Each	\$120.00	\$840.00
53	6" PVC Pressure Pipe Restraint Harness	7	Each	\$120.00	\$840.00
54	8" PVC Pressure Pipe Restraint Harness	6	Each	\$150.00	\$900.00
61	Restrain existing 6" DIP Pressure Pipe	2	Each	\$800.00	\$1,600.00
62	Restrain existing 8" DIP Pressure Pipe	8	Each	\$1,200.00	\$9,600.00
63	Restrain existing 12" DIP Pressure Pipe	4	Each	\$1,600.00	\$6,400.00
64	4" Gate Valve & Valve Box	2	Each	\$850.00	\$1,700.00
65	6" Gate Valve & Valve Box	7	Each	\$1,000.00	\$7,000.00
66	8" Gate Valve & Valve Box	11	Each	\$1,500.00	\$16,500.00
67	12" Gate Valve & Valve Box	12	Each	\$2,100.00	\$25,200.00
74	6"X6" Tapping Sleeve w/Valve & Valve Box	1	Each	\$3,900.00	\$3,900.00
93	Aerial Crossing Complete (4" Wastewater Force Main, 40' to 80' Long)	1	LS	\$40,000.00	\$40,000.00
105	Aerial Crossing Complete (8" Wastewater Force Main, 40' to 80' Long)	1	LS	\$43,000.00	\$43,000.00

Bid Item No.	Item	Quantity	Units	Unit Price	Total
126	Fire Hydrant Assembly with Captivator Caps, 6" Gate Valve & Anchor Tee Assembly & 10-ft of 6" R.J. DIP	3	Each	\$6,000.00	\$18,000.00
129	Sample Points W/Double Strap Saddle & Corp. Stop	11	Each	\$500.00	\$5,500.00
130	Sample Points on Fire Hydrants	3	Each	\$900.00	\$2,700.00
141	Short Single 5/8" Meter Service (1-1/2" Polyethylene) (up to 10' long)	2	Each	\$1,200.00	\$2,400.00
145	Long Single 5/8" Meter Service (1-1/2" Polyethylene with 3" Casing up to 40' long)	6	Each	\$1,800.00	\$10,800.00
148	Extra Long 5/8" Meter Service Line (1-1/2" PVC w/3" Casing) (up to 200' long)	56	LF	\$15.00	\$840.00
153	8" DIP X AC Pipe Adapter	8	Each	\$3,500.00	\$28,000.00
154	12" DIP X AC Pipe Adapter	2	Each	\$4,500.00	\$9,000.00
159	4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	30	Each	\$3,000.00	\$90,000.00
161	Grouting/Deactivation of Existing 4" Pipe	419	LF	\$7.00	\$2,933.00
162	Grouting/Deactivation of Existing 6" Pipe	1518	LF	\$8.00	\$12,144.00
163	Grouting/Deactivation of Existing 8" Pipe	114	LF	\$10.00	\$1,140.00
164	Grouting/Deactivation of Existing 12" Pipe	8373	LF	\$13.00	\$108,849.00
166	Milling of Asphalt	5929	SY	\$15.00	\$88,935.00
167	Asphalt Overlay	490	Tons	\$200.00	\$98,000.00
168	Asphalt Roadway Removal and Restoration (2.5" thick)	1385	SY	\$50.00	\$69,250.00
169	Asphalt Roadway Restoration - Additional Thickness of 1" per SY	1385	SY	\$5.00	\$6,925.00
170	Asphalt Driveway Removal and Restoration (1.5" thick)	87	SY	\$60.00	\$5,220.00
171	Concrete Driveway Removal and Restoration	263	SY	\$85.00	\$22,355.00
172	Stamped Concrete Driveway Removal and Restoration	21	SY	\$72.00	\$1,512.00
177	Concrete Sidewalk Removal & Restoration	1122	SY	\$65.00	\$72,930.00
178	Concrete Curb & Gutter Removal & Restoration	218	LF	\$45.00	\$9,810.00
181	Bahia Sod	2500	SY	\$5.00	\$12,500.00
183	Remove Trees up to 12" diameter	3	Each	\$175.00	\$525.00
184	Record Drawing	5000	LF	\$2.50	\$12,500.00
185	Construction Survey	3900	LF	\$2.50	\$9,750.00
186	Preconstruction Video Taping	14550	LF	\$1.00	\$14,550.00
188	Maintenance of Traffic Residential Street	2654	LF	\$2.00	\$5,308.00
189	Maintenance of Traffic Arterial Roadway	1324	LF	\$3.00	\$3,972.00
190	Maintenance of FDOT Roadway	1143	LF	\$4.00	\$4,572.00
191	Density Tests	114	Each	\$40.00	\$4,560.00
192	Proctor Tests	13	Each	\$100.00	\$1,300.00
193	Concrete 12"x6" Cylinder Tests	18	Each	\$100.00	\$1,800.00
194	4-ft to 5-ft High Fence Removal and Reinstallation	113	LF	\$25.00	\$2,825.00
195	Demucking with Imported Clean Fill	910	CY	\$16.00	\$14,560.00
198	Protect and Support and Utility Poles	16	Each	\$2,000.00	\$32,000.00

Bid Item No.	Item	Quantity	Units	Unit Price	Total
200	Remove & Replace Signs	9	Each	\$150.00	\$1,350.00
231	Silt Fence	4000	LF	\$1.00	\$4,000.00
234	Removal of Existing Aerial Canal Crossings (40' to 80' Long)	1	LS	\$4,500.00	\$4,500.00
237	6" Single Line Stop (for PVC/DIP/CIP/AC)	5	Each	\$7,500.00	\$37,500.00
238	8" Single Line Stop (for PVC/DIP/CIP/AC)	5	Each	\$8,500.00	\$42,500.00
240	12" Single Line Stop (for PVC/DIP/CIP/AC)	3	Each	\$9,500.00	\$28,500.00
(A) SUBTOTAL BASE BID					\$1,278,643.00

241	Additional Work not included in Bid Items (15% of Subtotal Bid Price [A])	1	LS	\$95,754.00	\$95,754.00
242	Mobilization (2.5% of Subtotal Bid Price [A])	1	LS	2.5%	\$31,966.08
243	Demobilization (1% of Subtotal Bid Price [A])	1	LS	1%	\$12,786.43
(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 241-243)					\$140,506.51
TOTAL BID PRICE (A + B)					\$1,419,149.51

No.	Additional Work Not Included in Bid Items (Bid Item 241)	Quantity	Units	Unit Price	Total
A	12" PVC Pressure Pipe Restraint Harness	23	Each	\$375.00	\$8,625.00
B	Fire Hydrant and Valve Removal	4.00	Each	\$500.00	\$2,000.00
C	6" CIP Removal	5	L.F.	\$22.00	\$110.00
D	8" CIP Removal	68	L.F.	\$22.00	\$1,496.00
E	Fittings Removal	2.00	Each	\$200.00	\$400.00
F	4" CIP Removal	5	L.F.	\$22.00	\$110.00
G	12" CIP Removal	229	L.F.	\$22.00	\$5,038.00
H	12" Tapping Valve Removal	1	Each	\$800.00	\$800.00
I	ARV MH w/ Double Water Meter Removal	3.00	Each	\$1,200.00	\$3,600.00
J	Gate Valve Riser Box & Lid Removal	1.00	Each	\$300.00	\$300.00
K	Flow Meter Vault Removal	2.00	Each	\$400.00	\$800.00
L	12" Gate Valve Removal	1	Each	\$350.00	\$350.00
M	4" FM Connection to a MH	1	Lump Sum	\$5,000.00	\$5,000.00
N	Poly Bag for 4" FM	177.00	L.F.	\$5.00	\$885.00
O	4" HDPE Force Main Encased in 10" HDPE	202	L.F.	\$120.00	\$24,240.00
P	8" HDPE Water Main Encased in 16" HDPE	200	L.F.	\$210.00	\$42,000.00

Excludes Dewatering and Traffic Loops.

Water to be supplied by PBCWUD. J_D will pay deposit. Deposit to be returned with return of meter.

ATTACHMENT F
OEBO SCHEDULE 1

Office of Equal Business Opportunity Compliance Programs

**OEBO SCHEDULE 1
LIST OF PROPOSED CONTRACTOR/CONSULTANT AND
SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION**

SOLICITATION/PROJECT/BID NAME: Water Main Relocation from Herbert Hoover Dike in Pahokee
 NAME OF PRIME RESPONDENT/BIDDER: Johnson-Davis, Inc.
 CONTACT PERSON: Clark Cryer
 SOLICITATION OPENING/SUBMITTAL DATE: February 11, 2020

SOLICITATION/PROJECT/BID No.: 18-056
 ADDRESS: 604 Hillbrath Drive, Lantana FL 33462
 PHONE NO.: 561 640-3503 E-MAIL: ccryer@johnsondavis.com
 DEPARTMENT: Palm Beach County Water Utilities Department

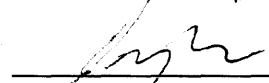
PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.
 PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)								
	Non-SBE	M/WBE Minority/Woman Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. Johnson-Davis, Inc. 604 Hillbrath Drive, Lantana FL 33462 561 640-3503	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$1,103,612.51 (Non SBE)	
2. R & D Paving, LLC 400 Executive Center Dr, Suite 210, West Palm Beach FL 33401 561 588-6681	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$259,091.00	_____	_____	
3. Rangeline Tapping services, Inc. 7256 West Port PL, West Palm Beach FL 33413 800 346-5971	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$56,446.00	_____	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
6.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
(Please use additional sheets if necessary)						Total	\$259,091.00	\$56,446.00	_____

Total Bid Price **\$1,419,149.51**

Total SBE – MWBE Participation **\$315,537.00 or 22.23%**

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



Signature

William Cryer, Estimating Manager

Title

- Note:
- 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.
 - 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.
 - Modification of this form is not permitted and will be rejected upon submittal.

**ATTACHMENT F
OEBO SCHEDULE 2**

Office of Equal Business Opportunity Compliance Programs

Revised 01/02/2020

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: 18-056

SOLICITATION/PROJECT NAME: Water Main Relocation from Herbert Hoover Dike in Pahokee

Prime Contractor: Johnson-Davis, Inc. Subcontractor: R & D Paving

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 4/10/19-4/9/22

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

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian American <input type="checkbox"/> Native American
	<input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier

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	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
166	Mill of Asphalt	\$14.00	5,929/SY	\$0.00	\$83,006.00
167	Asphalt Overlay	\$180.00	490/Tons	\$0.00	\$88,200.00
168	Asphalt Roadway Removal and Restoration (2.5" thick)	\$45.00	1,385/SY	\$0.00	\$62,325.00
169	Asphalt Roadway Removal & Restoration-Additional Thickness of 1" per SY	\$15.00	1,385/SY	\$0.00	\$20,775.00
170	Asphalt Driveway Removal and Restoration	\$55.00	87/SY	\$0.00	\$4,785.00

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: \$259,091.00 / 18.26%

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 nd /3 rd tier _____	Price or Percentage: _____
---	----------------------------

Johnson-Davis, Inc.
Print Name of Prime

By: _____
Authorized Signature

Wm. Clark C. Cryer (William Cryer)
Print Name

Estimating Manager
Title

Date: 4/9/2020

R & D Paving, LLC
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Nancy G Rosso
Print Name

Managing Member
Title

Date: 4-9-2020

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: 18-056

SOLICITATION/PROJECT NAME: Water Main Relocation from Herbert Hoover Dike in Pahokee

Prime Contractor: Johnson-Davis, Inc.

Subcontractor: Rangeline Tapping services, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 2/20/18-2/19/21.

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Hispanic American	<input checked="" type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier
	<input type="checkbox"/> Asian American <input type="checkbox"/> 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	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
74	6"x 6" Tapping sleeve w/valve & Valve Box	\$400.00	1/Each	\$0.00	\$400.00
237	6" Single Line Stop (for PVC/DIP/CIP/AC)	\$3,732.00	5/Each	\$0.00	\$18,660.00
238	8" Single Line Stop (for PVC/DIP/CIP/AC)	\$3,996.00	5/Each	\$0.00	\$19,980.00
240	12" Single Line Stop (for PVC/DIP/CIP/AC)	\$5,802.00	3/Each	\$0.00	\$17,406.00

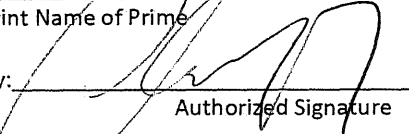
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$56,446.00 / 3.98%

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.

Price or Percentage: _____

Name of 2nd/3rd tier

Johnson-Davis, Inc.
Print Name of Prime

By: 
Authorized Signature

Wm, Clark C. Cryer
Print Name

Estimating Manager
Title

Date: 4/9/2020

Rangeline Tapping Services, Inc.
Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Thomas Benedetto
Print Name

CFO
Title

Date: 4/9/2020



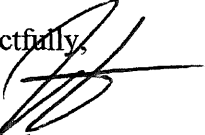
January 1, 2020

To Whom It May Concern:

This letter is to authorize Thomas Benedetto, Chief Financial Officer of Rangeline Tapping Services, Inc. to sign on my behalf. The documents authorized for Mr. Benedetto to sign are the following: Work Authorizations, Release of Liens, Subcontracts, Change Orders, Purchase Orders and Pay Applications.

This letter authorizes in perpetuity and only expires upon written notice from me.

Respectfully,


John Rakoczy
President
Rangeline Tapping Services, Inc

Rangeline Tapping Services, Inc.
P.O. Box 210155 • Royal Palm Beach, FL 33421
Phone: (800) 346-5971 • Fax: (561) 798-2113



ATTACHMENT G

Palm Beach County Water Utilities Department

2019 Pipeline Continuing Construction Contract

Resolution No. R2020-0160 Contract Dated February 11, 2020

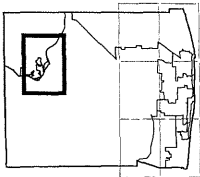
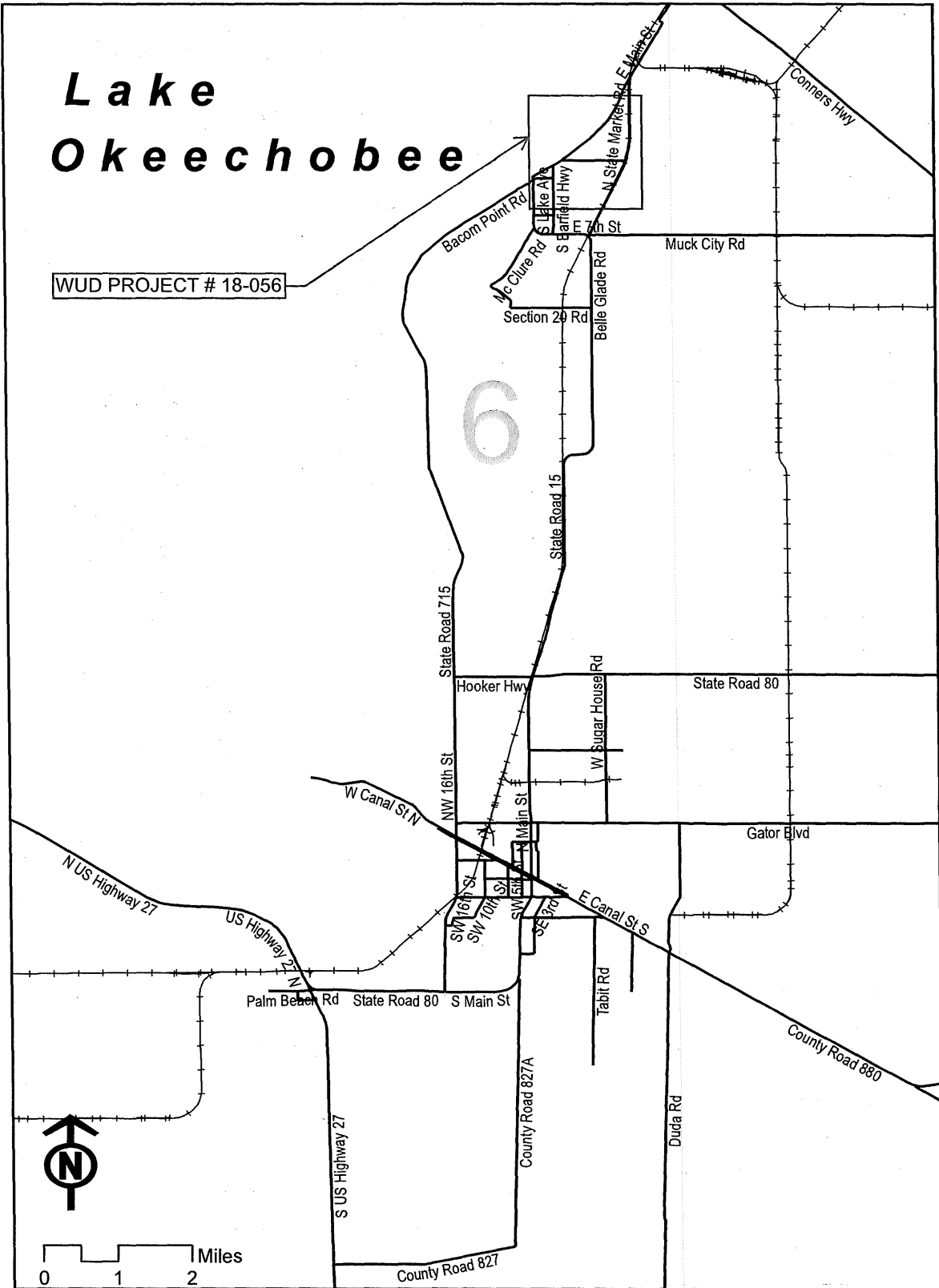
SUMMARY OF SBE-M/WBE BUSINESS TRACKING

	SBE
Master Contract Goal <u>20.07%</u>	
Current Proposal	
Value of Authorization No. <u>1</u>	<u>\$1,419,149.51</u>
Value of SBE-M/WBE Letters of Intent	<u>\$315,537.00</u>
Actual Percentage	<u>22.23%</u>
Signed/Approved Authorizations	
Total Value of Authorizations	<u>\$0.00</u>
Total Value of SBE-M/WBE Signed Subcontractors	<u>\$0.00</u>
Actual Percentage	<u>0.00%</u>
Signed/Approved Authorizations Plus Current Proposal	
Total Value of Authorization	<u>\$1,419,149.51</u>
Total Value of Subcontractors & Letters of Intent	<u>\$315,537.00</u>
Actual Percentage	<u>22.23%</u>

Revised 01/02/2020

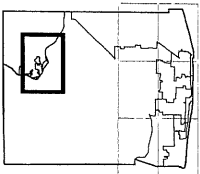
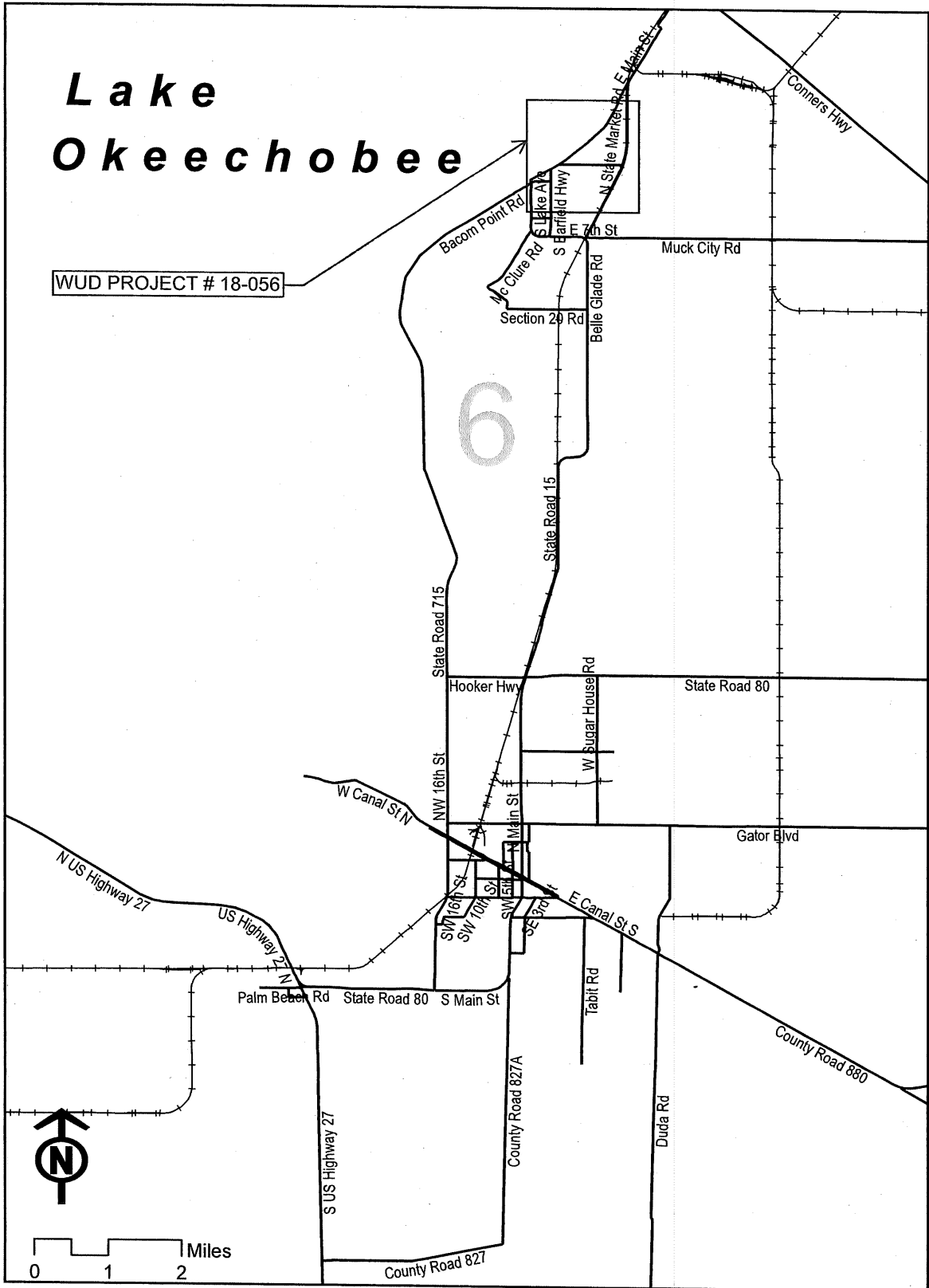
Project Location

ATTACHMENT H
WORK AUTHORIZATION No.1
JOHNSON-DAVIS INCORPORATED
WUD PROJCT No. 18-056



Location Sketch

ATTACHMENT 2
LOCATION MAP
AGENDA ITEM
JOHNSON-DAVIS INCORPORATED
WUD PROJECT No. 18-056
WORK AUTHORIZATION No. 1



Location Sketch



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 12/12/2019

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 1103 Hunter Dr Ste 100 Mount Pleasant, WI 53406	CONTACT NAME: Sharon Majeski, ARM
	PHONE (A/C, No., Ext): (920) 433-7107 FAX (A/C, No.): (877) 254-8586 E-MAIL ADDRESS: smajeski@johnsonfinancialgroup.com
INSURED Johnson-Davis Incorporated 604 Hillbrath Drive Lantana, FL 33462	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Zurich North America 16535
	INSURER B : American Guarantee & Liability Insurance Co 26247
	INSURER C : Homeland Insurance Co of NY 34452
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		GLO 9813382-01	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 9813380-01	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		AUC 5676415-01	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3066378-01	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			CPP 4289118-01	7/1/2019	7/1/2020	Leased Rented \$ 300,000
C	Pollution			7930030920004	7/1/2019	7/1/2020	Occ/Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project No: WUD 19-040/2019 Pipeline Continuing Construction Contract

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 2019 Pipeline Continuing Construction Project No. WUD 19-040. Workers Compensation includes a waiver of subrogation in favor of the additional insured. Palm Beach County, Board of County Commissioners, a political subdivision of the State of Florida are named additional insured and loss payee with respect to the Inland Marine/Transit.
 Cancellation: Thirty (30) day's notice except for Ten (10) day's notice for non-payment of premium.

CERTIFICATE HOLDER Palm Beach County Water Utilities Department Director Utilities Engineering 8100 Forest Hill Blvd West Palm Beach, FL 33413	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. AUTHORIZED REPRESENTATIVE
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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 Water Utilities Department Director Utilities Engineering 8100 Forest Hill Blvd West Palm Beach, FL 33413 Palm Beach County Board of County Commissioners, a political subdivision of the state of Florida, it officers, employees, and agents. Palm Beach County Water Utilities Department, it 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.

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 Water Utilities Department Director Utilities Engineering 8100 Forest Hill Blvd West Palm Beach, FL 33413 Palm Beach County Board of County Commissioners, a political subdivision of the state of Florida, it officers, employees, and agents. Palm Beach County Water Utilities Department, it 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.



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 5676415-01	07/01/2019	07/01/2020	07/01/2019	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.



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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 9813380-01	07/01/2019	07/01/2020		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.



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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.
GLO 9813382-01	07/01/2019	07/01/202019		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.

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON AND/OR ORGANIZATION

Johnson-Davis, Inc.
Policy #WC3066378-01
7/1/2019 to 7/1/2020



ZURICH

Loss Payable Provisions

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

COMMERCIAL PROPERTY CONDITIONS

If loss or damage occurs to Covered Property in which both you and a Loss Payee shown on the Declarations have an insurable interest, the applicable paragraph shown below will be added to the Loss Payment Condition. If the Loss Payee is described as a Loss Payable, paragraph 1. below applies. If the Loss Payee is described as a Lender's Loss Payable, paragraph 2. below applies. A Loss Payee is described as a Lender's Loss Payable for a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instrument as warehouse receipts, a contract for deed, bills of lading, financing statements, or mortgages, deeds of trust, or security agreements. If the Loss Payee is described as a Contract of Sale, paragraph 3. below applies. Loss Payee is described as a Contract of Sale for a person or organization you have entered a contract with for the sale of Covered Property.

1. LOSS PAYABLE

For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

- a. Adjust losses with you; and
- b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

2. LENDER'S LOSS PAYABLE

a. For Covered Property in which both you and the Loss Payee have an insurable interest:

- 1) We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- 2) The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- 3) If we deny your claim because of your acts or because you failed to comply with the terms of this Commercial Property Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - a) Pays any premium due under this Commercial Property Coverage Part at our request if you have failed to do so;
 - b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - c) Has notified us of any change in ownership, occupancy, or substantial change in risk known to the Loss Payee.

All of the terms of this Commercial Property Coverage Part will then apply directly to the Loss Payee.

- 4) If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Commercial Property Coverage Part:
 - a) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - b) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- b. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - 1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - 2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

3. CONTRACT OF SALE

- a. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - 1) Adjust losses with you; and
 - 2) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- b. The following is added to the Other Insurance Condition:

For Covered Property that is the subject of a contract of sale, the word you includes the Loss Payee.