# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### **AGENDA ITEM SUMMARY**

Meeting Date:

July 14, 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. 2 to the 2019 Pipeline Continuing Construction Contract (Contract) with Johnson-Davis Incorporated (Contractor) for the Garden Place North, Juniper Avenue and Kismet Avenue Water System Improvement, Pahokee (Project) in the amount of \$320,975.14.

Summary: On February 11, 2020, the Board of County Commissioners approved the Palm Beach County Water Utilities Department (PBCWUD) Contract (R2020-0160) with Contractor. WA No. 2 provides for the installation of approximately 1,800 linear feet of 4-inch, 6-inch, 8-inch and 12-inch water main and associated fire hydrants and water services along Garden Place, Juniper Avenue and Kismet Avenue in Pahokee. This Contract was procured under the requirements of the Equal Business Opportunity Ordinance. On April 3, 2019, the Goal Setting Committee applied an Affirmative Procurement Initiative of a mandatory 20% Small Business Enterprise (SBE) subcontracting participation. The Contract provides for 20.07% SBE participation. WA No. 2 includes 21.61% SBE participation. The cumulative SBE participation including WA No. 2 is 21.61%. Contractor is a Palm Beach County company. The Project is included in the PBCWUD FY20 budget. (PBCWUD Project No. 18-058) District 6 (MJ)

**Background and Justification:** The existing cast iron water mains to be replaced under the Project are undersized and lack fire protection. Completion of the work provided for in WA No. 2 will restore the service life, efficiency and effectiveness of the water distribution system and will increase fire protection in the area. The Project will also help to reduce the operations and maintenance workload and associated cost.

#### Attachments:

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

Approved By:

Approved By:

Assistant County Administrator

Control of the state of

## II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024		
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match County	\$320,976 0 0 0 0 0	0000	<u>0</u> <u>0</u> <u>0</u> <u>0</u> <u>0</u>	0000	0000		
NET FISCAL IMPACT	<u>\$320,976</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>		
# ADDITIONAL FTE POSITIONS (Cumulative)  Budget Account No.: Fun	<u>0</u> d <u>4011</u> Dep	<u>0</u> t _ <b>721</b>	<u>0</u> Unit <u>W038</u>	<u>0</u> Object	<u>0</u> : <b>6543</b>		
Is Item Included in Current Budget?  Yes X No							
Does this item include the use of federal funds? Yes No _X Reporting Category <u>N/A</u>							
	, тор		<u> </u>				

3.	Recommended Sources of Funds/Summary	y of Fiscal Impact:

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

C. Department Fiscal Review:

GE

### III. REVIEW COMMENTS

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

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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

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

Project Title: G	arden Place North, Juniper	Avenue and Kismet Avenue Water System Improvement, Pahokee
WUD Project N	<b>o.</b> : <u>18-058</u>	
Contractor: Joh	nnson-Davis Incorporated	
Address: <u>604</u> ⊦	<del>l</del> illbrath Drive, Lantana FL 3	<u>33462</u>
Budget Line Ite	em No. <u>4011-721-W038-65</u> 4	<u>43</u>
District: 6		
This Work Author	orization provides for: <u>The</u>	replacement of approximately 1,800 linear feet of the existing water
system within G	arden Place, North Juniper	Avenue and Kismet Avenue in Pahokee.
		ment A for detailed scope of services.
•		cicipation. This Work Authorization includes <u>21.61%</u> participation. The uding this authorization is <u>21.61%</u> .
1. Services co	mpleted by the Contractor t	o date:
See AT	TACHMENT B	
	_	(10) calendar days from the issuance of Notice to Proceed (NTP).
	ntial Completion onstruction Completion	120 Calendar Days 150 Calendar Days
Liquidated of	damages will apply as follov	vs:
\$500.00	per day past substantial co	ompletion date.
\$250.00	per day past final completi	on date.

# 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 <u>\$320,975.14.</u>

4.	This Work Authorization	does i	not amend,	change,	or	modify th	ne	Contract	which	remains	in f	full	force	and
	effect.													

# Palm Beach County Water Utilities Department 2019 Pipeline Continuing Construction Contract Resolution No. R2020 0160 Contract Dated 02-11-2020

Project Title: Garden Place North, Juniper Avenue and	Kismet Avenue Water System Improvement, Pahokee
WUD Project No. <u>18-058</u>	
IN WITNESS WHEREOF, this Work Authorization is ac of the aforementioned Contract.	cepted, subject to the terms, conditions and obligations
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:	Dave Kerner, Mayor
Typed Name: Deputy Clerk	Date
Sufficiency Signed:	ctor: Johnson-Davis Incorporated (Signature)
Typed Name: County Attorney	(Name and Fitte)  4/30/20 Date
STATE OF FLORIDA COUNTY OF Pala Beal	
The foregoing instrument was acknowledged before notarization, this <u>20</u> day of <u>1020</u> by <u>Chrossy</u> as identification.	
LARISA DITU PELKEY Commission # GG 157707 Expires January 22, 2022 Bunded Tirru Budget Notary Services (P	(Signature of Notary Public – State of Florida)  rint, Type, or Stamp Commissioned Name of Notary Public)

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** 

### **ATTACHMENT A**

# SCOPE OF WORK AUTHORIZATION NO. 2

WUD Project No.: 18-058

Project Title: Garden Place North, Juniper Avenue and Kismet Avenue Water System Improvement, Pahokee

Contractor shall perform:

The replacement of the existing water system within Garden Place, North Juniper Avenue and Kismet Avenue in Pahokee. Project includes the installation of approximately 150 linear feet of 12-inch, 1,400 linear feet of 8-inch, 120 linear feet of 6-inch and 120 linear feet of 4-inch water pipes including the associated valves, fire hydrants, water services, site restoration and appurtenances in accordance with the construction documents and governing regulations.

# **ATTACHMENT B**

## **SUMMARY AND STATUS OF WORK AUTHORIZATIONS**

Work Auth.				Project	SBE Total	SBE	Approved		
	WUD Project No.	Title	Status	Total Amount	Amount	Participation %	Ву	Date	
1		Water Main Relocation from Herbert Hoover Dike in Pahokee	Pending	\$1,419,149.51	\$390,872.64	29.12%	BCC	Pending	
2	18-058	Garden Place North, Juniper Avenue and Kismet Avenue Water System Improvement, Pahokee	Pending	\$320,975.14	\$69,363.24	21.61%	BCC	Pending	
3	17-047	Force Main Improvements on Lyons Road from Norte Lago to Palmetto Park Road	Pending	\$189,547.25	\$48,749.20	25.71%	CRC	Pending	
							<u> </u>		
			<del></del>						
		· · · · · · · · · · · · · · · · · · ·							



March 20, 2020

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

Re: Construction Bond #016227520 – Johnson-Davis, Incorporated

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** 

Weslev P. Williams, Attornev-in-Fact

#### **ATTACHMENT C**

# PUBLIC CONSTRUCTION BOND - WORK AUTHORIZATON NO. 2

### **2019 Pipeline Continuing Construction Contract**

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

PROJECT TITLE: Garden Place North, Juniper Avenue and Kismet Avenue Water System Improvement,

**Pahokee** 

WUD PROJECT NO.: 18-058

BOND NUMBER: 016227520

WORK AUTHORIZATION/BOND AMOUNT: \$320,975.14

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** 

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

**DECRIPTION OF WORK:** 

installation of a water main and associated fire hydrants and water services along

Garden Place, Juniper Avenue and Kismet Avenue in Pahokee.

PROJECT LOCATION:

Garden Place, from dead end to Kismet Avenue.

Juniper Avenue, from Larrimore Road to Garden Place.

Kismet Avenue, from Larrimore Road to Garden Place.

**LEGAL DESCRIPTION:** 

Section 08; Township 42; Range 37

# **PUBLIC CONSTRUCTION BOND**

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Authorization No. 2 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 <a href="https://www.herein.com/hree-hundred-twenty-five-bollars">https://www.herein.com/hree-hundred-twenty-five-bollars</a> and 14/100 Cents, \$320,975.14,
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. 2 to 2019 Pipeline Continuing Construction Contract, Contract Resolution No. R2020-0160 with the County for
Work Authorization Project Name: Garden Place North, Juniper Avenue and Kismet Avenue Water System Improvement, Pahokee
Work Authorization Project No.: <u>18-058</u>
Project Description: <u>installation of a water main and associated fire hydrants and water services along</u> <u>Garden Place, Juniper Avenue and Kismet Avenue in Pahokee.</u>
Project Location: Garden Place, from dead end to Kismet Avenue.  Juniper Avenue, from Larrimore Road to Garden Place.  Kismet Avenue, from Larrimore Road to Garden Place.
in accordance with Design Criteria Drawings and Specifications prepared by
Name of Design Firm: Keshavarz & Associates, Inc.
Location of Firm: 711 N Dixie Hwy, Suite 201; WPB FL 33401
Phone: (561) 689-8600
Fax:
which Work Authorization No. <u>2</u> to <u>2019 Pipeline Continuing Construction Contract</u> , Contract Resolution No <u>R2020-0160</u> 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.

In Man Crass	Johnson-Davis Incorporated
Witness	Principal (seal)
Larisa Pita Peltan	Cle X
Print Name	Print name CORES Dlowson
Burstall	SEGRETIME KREBBURER
Witness	Title
Ben Stahl	Liberty Mutual Insurance Company
Print Name	Surety ~ (seal)
	Wesley P. Williams Print name
	Print name
	Attorney-in-Fact
	Title

# **ATTACHMENT D**

# FORM OF GUARANTEE

GUARANTEE FOR (Contractor Surety Name) Liberty Mu 175 Berkeley Street, Boston, MA 02116	utual Insurance Company,
We the undersigned hereby guarantee that the 20 Resolution No. R2020-0160, Contract Dated February Authorization No. 02, Project Title: Garden Place I	uary 11, 2020 , <u>WUD Project No. 18-058,</u> Work
Improvement, Pahokee ,Palm Beach County, Florida, done in accordance with the plans and specifications; the guaranties included in the Contract Documents. We together with any work of others which may be damage workmanship or materials within a period of one year from a work by the County of Palm Beach, State of Florida Completion shall be the date set forth on the fully experience.	which we have constructed and bonded, has been at the work constructed will fulfill the requirements of we agree to repair or replace any or all of our worked in so doing, that may prove to be defective in the from the date of Final Completion of all of the above orida, without any expense whatsoever to said County use or neglect excepted by the County. The date of executed and acknowledged Contractor's Certification
In the event of our failure to acknowledge notice, and co- calendar days after being notified in writing by the Board of we, collectively or separately, do hereby authorize Palm E and made good at our expense and we will honor and pa County and Contractor agree that the provisions of E Contract/Agreement.	of County Commissioners, Palm Beach County, Florida Beach County to proceed to have said defects repaired by the costs and charges therefore upon demand.
SEAL AND NOTARIAL ACKNOWLEDGMENT OF S	SURETY
Johnson-Davis Incorporated (Contractor)  By:	(Brintod namo)
(Signature)	(Printed name)
Liberty Mutual Insurance Company (Surety)	(Seal)
By: Wesley P. Williams (Signature)	Wesley P. Williams (Printed name)

# **ACKNOWLEDGEMENT OF SURETY**

State of Georgia

County of Fulton

On this 20th day of March in the year 2020 before me personally came to me known, Wesley P. Williams who, being by me duly sworn, did depose and say that he resides in Hall County, Georgia that he/she is the Attorney-In-Fact for

# Liberty Mutual Insurance Company

the corporation described in and which executed the attached instrument; and that he/she signed his/her name thereto by Order of the Board of Directors of the said Corporation.

Motary Public Elizabeth K. Sterling



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 Hamps	hire, 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 or	rganized
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, Mari	a
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, acknowl	edge and deliver, for and	on its behalf as sure	ety 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 upo	n the Companies as	if they have bee	n duly signed by the president and attested by the secretary of the Companies in their own prope
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 <a href="https://doi.org/10.108/j.com/nat/948/">7th day of September , 2018</a>.

INSURATE INS





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

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-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_







By: Renee C. Llewellyn, Assistant Secre

LMS-12873 LMIC OCIC WAIC Multi Co\_062018

validity of this Power of Attorney call to between 9:00 am and 4:30 pm EST on any business day



#### LIBERTY MUTUAL INSURANCE COMPANY

#### FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets	Liabilities
Cash and Bank Deposits	Unearned Premiums \$7,851,429,449
*Bonds — U.S Government	Reserve for Claims and Claims Expense 20,165,209,300
*Other Bonds	Funds Held Under Reinsurance Treaties
	Reserve for Dividends to Policyholders
*Stocks	Additional Statutory Reserve
Real Estate	Reserve for Commissions, Taxes and
Agents' Balances or Uncollected Premiums 5,817,927,234	Other Liabilities
Accrued Interest and Rents	Total\$32,465,234,407
, ,	Special Surplus Funds
Other Admitted Assets	Capital Stock
	Paid in Surplus 10,044,912,727
	Unassigned Surplus 6,267,309,139
Total Admitted Assets	Surplus to Policyholders 16,365,330,449
	Total Liabilities and Surplus\$48,830,564,856



<sup>\*</sup> Bonds are stated at amortized or investment value; Stocks at Association Market Values. The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this  $22^{nd}$  day of March, 2019.

Assistant Secretary

TAMiholajewski.

# **ATTACHMENT E**

# **SCHEDULE OF BID ITEMS**

Palm Beach County Water Utilities Department

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

Work Authorization No.: 2

Contractor Name: <u>Johnson-Davis Incorporated</u>

Project Name: Garden Place North, Juniper Avenue and Kismet Avenue Water System Improvement, Pahokee

WUD Project No.: <u>18-058</u>

Bid Item No.	Bid Item (Furnish and Install with Appurtenances)	Quantity	Units	Unit Price	Total
2	4" DIP Push-On Joint Water Main/Reclaimed Water Main	118	LF	\$36.00	\$4,248.00
4	6" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	106	LF	\$20.00	\$2,120.00
5	6" DIP Push-On Joint Water Main/Reclaimed Water Main	13	LF	\$38.00	\$494.00
7	8" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	1,373	LF	\$30.00	\$41,190.00
8	8" DIP Push-On Joint Water Main/Reclaimed Water Main	33	LF	\$40.00	\$1,320.00
14	12" DIP Push-On Joint Water Main/Reclaimed Water Main	144	LF	\$55.00	\$7,920.00
23	Ductile Iron Fittings for Water Main/Reclaimed Water Main	0.840	Tons	\$5,000.00	\$4,200.00
34	4" Mechanical Joint Restraint for DIP	3	Each	\$170.00	\$510.00
35	6" Mechanical Joint Restraint for DIP	12	Each	\$215.00	\$2,580.00
37	12" Mechanical Joint Restraint for DIP	15	Each	\$425.00	\$6,375.00
41	6" Mechanical Joint Restraint for PVC	13	Each	\$220.00	\$2,860.00
42	8" Mechanical Joint Restraint for PVC	46	Each	\$280.00	\$12,880.00
47	4" Joint Restraint Gasket DIP (Field Lock or Fast Grip)	5	Each	\$70.00	\$350.00
50	12" Joint Restraint Gasket DIP (Field Lock or Fast Grip)	3	Each	\$175.00	\$525.00
53	6" PVC Pressure Pipe Restraint Harness	3	Each	\$120.00	\$360.00
54	8" PVC Pressure Pipe Restraint Harness	9	Each	\$150.00	\$1,350.00
61	Restrain existing 6" DIP Pressure Pipe	2	Each	\$800.00	\$1,600.00
62	Restrain existing 8" DIP Pressure Pipe	2	Each	\$1,200.00	\$2,400.00
63	Restrain existing 12" DIP Pressure Pipe	3	Each	\$1,600.00	\$4,800.00
64	4" Gate Valve & Valve Box	1	Each	\$850.00	\$850.00
65	6" Gate Valve & Valve Box	2	Each	\$1,000.00	\$2,000.00
66	8" Gate Valve & Valve Box	7	Each	\$1,500.00	\$10,500.00
67	12" Gate Valve & Valve Box	3	Each	\$2,100.00	\$6,300.00
80	12"X 8" Tapping Sleeve w/ Valve and Valve Box	1	Each	\$6,500.00	\$6,500.00
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	3	Each	\$500.00	\$1,500.00
130	Sample Points on Fire Hydrants	2	Each	\$900.00	\$1,800.00
132	2" Blow off Piping Assembly with Box	2	Each	\$1,000.00	\$2,000.00

241 242 243	Subtotal Bid Price [A])  Mobilization (2.5% of Subtotal Bid Price [A])  Demobilization (1% of Subtotal Bid Price [A])  (B) SUBTOTAL ADDITIONAL  TOTAL BID PRICE (A + B)	1 . 1 WORK BID	LS LS PRICE (Bi	2.5% 1% d Items 241-243)	\$7,575.10 \$3,030.04 <b>\$17,971.14</b> \$320,975.14
242	Mobilization (2.5% of Subtotal Bid Price [A]) Demobilization (1% of Subtotal Bid Price [A])	. 1	LS	1%	\$3,030.04
242	Mobilization (2.5% of Subtotal Bid Price [A])				
		1	10	2 50/	\$7 575 10
241	Subtotal Pid Price (A1)	1			
244	Additional Work not included in Bid Items (15% of	1	LS	\$7,366.00	<u>\$7,366.00</u>
No.	Additional Work/Mobilization/Demobilization	Quantity	Units	Unit Price	Total
D.T.	A 7 100 A 700 A 70		TIT **		
	(A) S	UBTOTAL B	ASE BID (	Bid Items 1-240)	\$303,004.00
231	Silt Fence	2000	LF	\$1.00	\$2,000.00
	Ramp, Curb and Detectable Warning)				
202	ADA Concrete Ramps per FDOT Index 304 (Include	3	Each	\$2,500.00	\$7,500.00
200	Remove & Replace Signs	2	Each	\$150.00	\$300.00
198	Protect and Support and Utility Poles	2	Each	\$2,000.00	\$4,000.00
195	Demucking with Imported Clean Fill	350	CY	\$16.00	\$5,600.00
193	Concrete 12"x6" Cylinder Tests	2	Each	\$100.00	\$200.00
192	Proctor Tests	2	Each	\$100.00	\$200.00
191	Density Tests	62	Each	\$40.00	\$2,480.00
189	Maintenance of Traffic Arterial Roadway	1000	LF	\$3.00	\$3,000.00
188	Maintenance of Traffic Residential Street	2000	LF	\$2.00	\$4,000.00
187	Mail Box Removal and Reinstallation	8	Each	\$100.00	\$800.00
186	Preconstruction Video Taping	2000	LF	\$1.00	\$2,000.00
185	Construction Survey	1800	<u>LF</u>	\$2.50	\$4,500.00
184	Record Drawing	1800	<u>LF</u>	\$2.50	\$4,500.00
183	Remove Trees up to 12" diameter	4	Each	\$175.00	\$700.00
180	Floratam Sod	850	SY	\$6.00	\$5,100.00
177	Concrete Sidewalk Removal & Restoration	81	SY	\$65.00	\$5,265.00
	Restoration				
175	Limerock/Shell Driveway or Roadway Removal and	45	Tons	\$30.00	\$1,350.00
	Restoration				, , ,
173	Concrete Paver Brick Driveway Removal and	55	SY	\$100.00	\$5,500.00
	Restoration		٠,	4.2.00	4.02.00
172	Stamped Concrete Driveway Removal and	11	SY	\$72.00	\$792.00
171	Concrete Driveway Removal and Restoration	16	SY	\$85.00	\$1,360.00
170	thick)	120	01	Ψ00.00	Ψ1,500.00
170	Asphalt Driveway Removal and Restoration (1.5"	125	SY	\$60.00	\$7,500.00
100	thick)	110	31	\$50.00	\$5,500.00
168	Asphalt Roadway Removal and Restoration (2.5"	110	SY	\$50.00	\$5,500.00
167	Asphalt Overlay	60	Tons	\$200.00	\$12,000.00
166	Grouting/Deactivation of Existing 8" Pipe Milling of Asphalt	655	SY	\$10.00 \$15.00	\$9,825.00
163	Grouting/Deactivation of Existing 6" Pipe	60	LF		\$320.00 \$600.00
162	Restraint for existing pipe to be included)	40	LF	\$8.00	#220 00
	Main/Reclaimed Water Main or Force Main (Joint				
159	4" to 12" Diameter Connection to Existing Water	6	Each	\$3,000.00	\$18,000.00
154	12" DIP X AC Pipe Adapter	1	Each	\$4,500.00	\$4,500.00
153	8" DIP X AC Pipe Adapter	1	Each	\$3,500.00	\$3,500.00
450	w/3" Casing) (up to 200' long)	4	-	00.500.00	<b>***</b>
148	Extra Long 5/8" Meter Service Line (1-1/2" PVC	12	LF	\$15.00	\$180.00
	Polyethylene with 3" Casing up to 40' long)				
147	Long Double 5/8" Meter Service (1-1/2"	9	Each	\$2,000.00	\$18,000.00
	with 3" Casing up to 40' long)				
145	Long Single 5/8" Meter Service (1-1/2" Polyethylene	8	Each	\$1,800.00	\$14,400.00
	Polyethylene) (up to 10' long)				
143	Short Double 5/8" Meter Service (1-1/2"	0	Each	\$1,400.00	\$0.00
141	Polyethylene) (up to 10' long)			, .,	<b>¥</b>
	Short Single 5/8" Meter Service (1-1/2"	0	Each	\$1,200.00	\$0.00

No.	Additional Work Not Included in Bid Items (Bid Item 241)	Quantity	Units	Unit Price	Total
241A	Fire Hydrant Removal	2.00	Each	\$500.00	\$1,000.00
241B	Sample Station Relocation and Shut Off Valve	1.00	Each	\$2,400.00	\$2,400.00
241C	8" CIP Removal	42	L.F.	\$22.00	\$924.00
241D	6" CIP Removal	11	L.F.	\$22.00	\$242.00
241E	TSTV Removal	1.00	Each	\$500.00	\$500.00
241F	Reducer Removal (MJ)	1.00	Each	\$100.00	\$100.00
241G	6" Gate Valve Removal	1	Each	\$200.00	\$200.00
241H	Deactivation/Disconnection of Existing WM	2.00	Each	\$1,000.00	\$2,000.00
					<u>\$7,366.00</u>

# ATTACHMENT F OEBO SCHEDULE 1

Office of Equal Business Opportunity Compliance Programs

#### **OEBO SCHEDULE 1**

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

Garden Place North, Juniper Ave. & Kismet Ave. Water System Improvement, Pahokee				SOLICITATION/PROJECT/BID No.: 18-058				
nson-Davis	Incorporated		ADDRES	S: 604 Hillbrath Drive	e, Lantana FL 334	33462		
			PHONE I	NO.: 561-718-4531		E-MAIL:	hnsondavis.com	
February 1	1, 2020				County Water Utilit	ties Department		
JNT OR P	PERCENTAGE O	F WORK TO	OMPLETED BY T	THE <u>PRIME CON</u> D BY ALL SUBCO	TRACTOR/CC ONTRACTORS	ONSULTANT ON SUBCONSULTA	THIS PROJECT. NTS ON THE	
(Chec				DOLLAR AMO	UNT OR PERCENT	AGE OF WORK		
	Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
<b>V</b>		Control of the Contro	**************************************	And the second of the second o	antakan aren aren aren barren barr		\$232,796.40 (Non SBE)	
01	<b>✓</b>	<b>✓</b>			-	\$31,795.00	-	
	<b>V</b>	<b>V</b>	- OCCUPATION COMMISSION COMMISSIO	<u> </u>		\$28,223.24	-	
		<b>V</b>		-	-	\$9,345.00	-	
						-		
		Total				\$69,363.24		
		Total SBE	- M/WBE Participation	\$69,363.24				
to the best of	Fanns Ian annia dans		Qh _			Christopher Johnson	ı, Secretary/Tresure	
	Improvement in son-Davis   February 17 R PERCEI JNT OR P  (Check Non-SBE)	Improvement, Pahokee Inson-Davis Incorporated  February 11, 2020  R PERCENTAGE OF WO JNT OR PERCENTAGE OF  (Check all Applicable Cate Non-SBE M/WBE Minority/Women Business	Improvement, Pahokee Inson-Davis Incorporated  February 11, 2020  R PERCENTAGE OF WORK TO BE COUNT OR PERCENTAGE OF WORK TO STORM (Check all Applicable Categories)  Non-SBE M/WBE SBE Minority/Women Small Business  Winority/Women Business  Total Total SBE	Improvement, Pahokee Inson-Davis Incorporated	Improvement, Pahokee Inson-Davis Incorporated Inson-Davis Ins	Improvement, Pahokee Inson-Davis Incorporated	Improvement, Pahokee   SOLICITATION/PROJECT/BID No.: 18-058	

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.

Note:

- 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
- 3. Modification of this form is not permitted and will be rejected upon submittal.

# ATTACHMENT F OEBO SCHEDULE 2

Office	of Equa	<u>l Business</u>	<b>Opportunity</b>	y Compliance	<b>Programs</b>
					·

### **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.

SOLICIT	ATION/PF	ROJECT NU	MBER: <u>18-05</u>	8						
SOLICIT	ATION/PF	ROJECT NA	ME: <u>Garden</u>	Place, North Juniper A	lve. & Kismet	Ave Water Sy	stems Improvement	ts Pahokee		
			-Davis Incorp	orated	Sul	contractor:	R & D Paving, LLC			
(Check ☑SBE	box(s) that	at apply) □MBE	□M/WBE	□Non-S/M/WBE	Date of Palm	Beach Count	y Certification (if app	licable): <u>4/10/19-4/9/22</u> .		
	_	affirms th	-	llowing (select one fr	om each colur	nn <b>if applic</b> a	ble):			
							Column 3			
⊔Male	. <b>⊠</b> fFema	le		can-American/Black Danic American	□Asian Am □Native Ar		Caucasian Americar	n □Supplier		
properh to be pe	y executed erformed o	Schedule 2 r items supp	for any <u>S/M/V</u> plied with the	VBE participation may re	esult in that par ercentage for ea	ticipation not l ch work item.	being counted. Specify S/M/WBE credit will c	nis form. Failure to submit a y in detail, the scope of work only be given for the areas in		
Line Item		Item Desc	ription		Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage		
166	Mill of A	sphalt			\$14.00	655/SY	\$0.00	\$9,170.00		
167	Asphalt C				\$180.00	60/Tons	\$0.00	\$10,800.00		
168				storation (2.5" thick)	\$45.00	110/SY	\$0.00	\$4,950.00		
170	Asphalt D	Priveway Ro	emoval and Re	storation	\$55.00	125/SY	\$0.00	\$6,875.00		
aforen	nentioned	project at	the followin	nsultant is prepared to g total price or percer	ntage: <u>\$31,795</u>	.00 / 9.905%		conjunction with the		
				properly executed Scho						
	Na	me of 2 <sup>nd</sup> /3	r <sup>d</sup> tier		_	Price or Perc	entage:			
Johnson-Davis Incoporated				R & D Paving, LLC						
Print N	Name of P	rime	م. مراجع	<b>)</b> /	Print Name of Subcontractor/subconsultant					
	1 6	agents and	Lot C	<b>一</b>			(0, 1)			
By: Authorized Signature Authorized Signature				cure						
\A/=-		~~~~~~~	III O		<b>L</b> #==	O D	_			
Wm, Print I		Fryer (WII	lliam Cryer)			ncy G Rosso It Name	<u>J</u>			
	ating Man	ager				naging Men	nber			
Title	41	14/2	20		Title	1.1	-14-7A77			
Date:		1/20	<u>,</u>		Dat	e	11 6060			

Revised 09/17/2019

# **OEBO LETTER OF INTENT - SCHEDULE 2**

A completed schedule 1 is a binding document to byego any personal should be treated as such. The schedule 2 both parties recognize this Schedule as a binding Subcontractors/subconsultants, must properly execute the bid/proposal.	shair contai document	<u>n boland iang</u> . All Subcon	uage indicating their t tractors/subconsultan	ov signing the schedule 2.  Its, including any fiered			
SOLICITATION/PROJECT NUMBER: 18-058							
SOUCITATION/PROJECT NAME: Garden Place, North Junip	er Ave. & Kis	met Ave Wate	er Systems Improveme	nts Pahokee			
Prime Contractor: Johnson-Davis incorporated (Check box(s) that apply)		Subcontract	or: Utility Supply Asso	ciates, inc			
MSSE WEE DMBE DM/WBE DNon-S/M/WBE	Date of	f Patro Beach Co	aunty Certification (if ap	plicable). <u>8/22/16-8/21/19</u> .			
The undersigned affirms they are the following (select one	e from each	column if app	licable):				
Column 1 Column 2				Column 3			
DMale Bemale DAfrican-American/Blac DHispanic American		n American ve American	MCaucasian America	an Elsupplier			
which the S/M/WBF is certified. A detailed proposal may be attached.  Line Item Description  Rem See Attached.	ched to a pro Unit Price	Derly executed  Quantity/  Units	Schedule Z.  Contingencies/ Allowances	Fotal Price/Percentage			
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: \$47.038.74 x 60% (Supplier) \$28.323.24 (8.702%):  If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.							
Name of 2 <sup>nd</sup> /3 <sup>rd</sup> tlor		Price or P	ercantage:				
Johnson-Davis Incoporated Print Name of Prime By:  Authorized Signature Wm Clark C. Cryer Print Name			Associates, Inc. Subcentractor/subcor Authorized Signa				
Estimatorg Manager (William Cryer) Title  Date: 1/14/2020		Secretary Title	1/14/20	020			
Date 1171 WW		Date:	Re	evised 09/17/20)			

### Attachment of Schedule 1

Subcontractor Name: <u>Utility Supply Associates, Inc.</u>

Work Authorization No.: 1

Project Name: Garden Place, North Juniper Ave., & Kismet Ave. Water Systems Imp Pahokee

WUD Project No.: <u>18-058</u>

Bid Item No.	Item	Quantity	Units	Unit Price	Total
2	4" DIP	120	LF	\$20.00	\$2,400.00
4	6" C-900	120	LF	\$4.30	\$516.00
7	8" C-900	1380	LF	\$7.30	\$10,074.00
14	12" DIP	160	LF	\$30.00	\$4,800.00
34	4" DIP MLA	3	Each	\$26.00	\$78.00
35	6" DIP MLA	21	Each	\$32.00	\$672.00
37	12" DIP MLA	15	Each	\$85.00	\$1,275.00
41	6" PVC MLA	13	Each	\$38.00	\$494.00
42	8" PVC MLA	46	Each	\$52.00	\$2,392.00
47	4" Field Lock	5	Each	\$49.00	\$245.00
50	12" Field Lock	3	Each	\$136.00	\$408.00
53	6" Bell Rest	3	Each	\$75.00	\$225.00
54	8" Bell Rest	9	Each	\$120.00	\$1,080.00
64	4" GV	1	Each	\$340.00	\$340.00
65	6" GV	5	Each	\$430.00	\$2,150.00
66	8" GV	7	Each	\$640.00	\$4,480.00
67	12" GV	3	Each	\$1,100.00	\$3,300.00
126	FH	3	Each	\$1,500.00	\$4,500.00
	6" DIP	60	LF	\$14.00	\$840.00
	8" DIP	40	LF	\$18.00	\$720.00
	Captivator	3	Each	\$580.00	\$1,740.00
	Valve Box	16	Each	\$100.00	\$1,600.00
				Total	\$44,329.00
				Tax	\$2,659.74
				PBC Tax	\$50.00
			Mate	rial Supplier Total	\$47,038.74
			Materi	ial Supplier at 60%	\$28,223.24

# 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: 18-058							
SOLICITATION/PROJECT NAME: Garden Place, North Junipe	er Ave. & Kisn	net Ave Wate	er Systems Improvements	: Pahokee			
Prime Contractor: <u>Johnson-Davis Incorporated</u> Subcontractor: WM. D. Adeimy, Jr., Inc.							
(Check box(s) that apply) ☑SBE □WBE □MBE □M/WBE □Non-S/M/WBE	Date of	Palm Beach Co	ounty Certification (if appli	cable): <u>3/22/17-3/21/20</u> .			
The undersigned affirms they are the following (select one	from each c	olumn <b>if app</b>	olicable):	•			
Column 1 Column 2			•	Column 3			
☑Male ☐Female ☐African-American/Blace ☐Hispanic American		American e American	☑Caucasian American	□Supplier			
	0 1 1						
S/M/WBE PARTICIPATION - S/M/WBE Primes must document a							
properly executed Schedule 2 for any S/M/WBE participation ma		-	•				
to be performed or items supplied with the dollar amount and/or which the S/M/WBE is certified. A detailed proposal may be atta				nly be given for the areas in			
which the 3/M/ Was is certified. A detailed proposal may be atte	iciieu to a proj	berry executed	i Schedule 2.	•			
Line Item Description	Unit Price	Quantity/	Contingencies/	Total Price/Percentage			
item		Units	Allowances				
171 Concrete Driveway Research and Restoration	\$38.00	81/SY	\$0.00	\$3,078.00			
172 Stamped Concrete Driveway Removal and Restoration	\$72.00	11/LF	\$0.00	\$792.00			
173 Concrete Paver Brick Drive Restoration	\$45.00	55/SY	\$0.00	\$2,475.00			
202 ADA Concrete Ramps per FDOT 304	\$1,000.00	3/EA	\$0.00	\$3,000.00			
	1						
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: \$9,345.00 / 2.91%  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 2 <sup>nd</sup> /3 <sup>rd</sup> tier							
Johnson-Davis-Incoporated Print Name of Prime  By:  Authorized Signature  Wm. Clark C. Cryer		WM. D. Adein Print Name of By: 2/20	of Subcontractor/subcon	insy h.			
Print Name		Print Name President					
Estimating Manager Title	-	Title	4/11/2-				
Date: 4/19/20		Date:	//// <i>//</i> // Rev	ised 09/17/2019			

# **ATTACHMENT G**

# Palm Beach County Water Utilities Department 2019 Pipeline Continuing Construction Contract

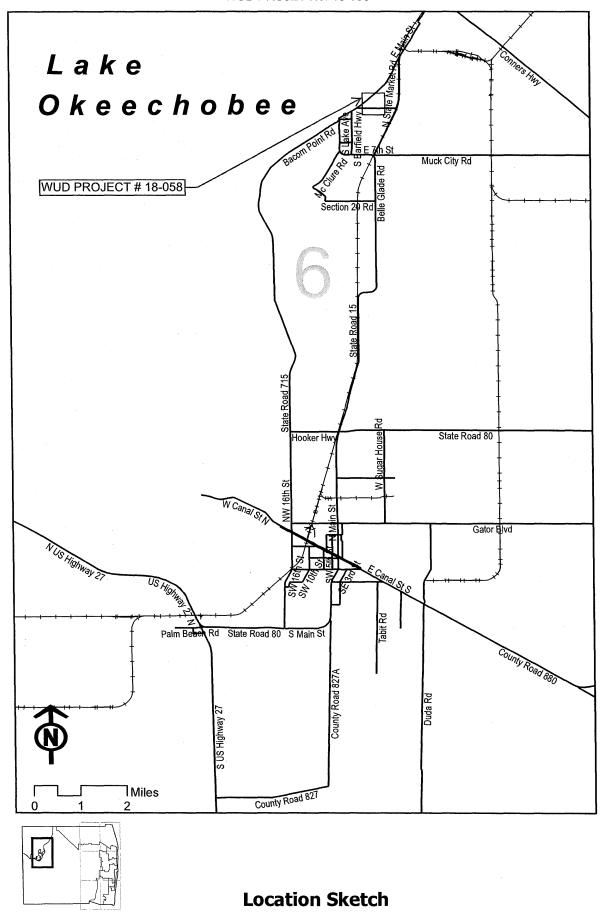
Resolution No. R2020-0160 Contract Dated February 11, 2020

# SUMMARY OF SBE-M/WBE BUSINESS TRACKING

Master Contract Goal 20.07%	SBE
Current Proposal  Value of Authorization No. 2	\$320,975.1 <u>4</u>
Value of SBE-M/WBE Letters of Intent Actual Percentage	\$69,363.24 21.61%
Signed/Approved Authorizations	
Total Value of Authorizations	\$0,000.00
Total Value of SBE-M/WBE Signed Subcontractors	\$0,000.00
Actual Percentage	<u>0.00%</u>
Signed/Approved Authorizations Plus Current Proposal	
Total Value of Authorization	<u>\$320,975.14</u>
Total Value of Subcontractors & Letters of Intent Actual Percentage	\$69,363.24 21.61%

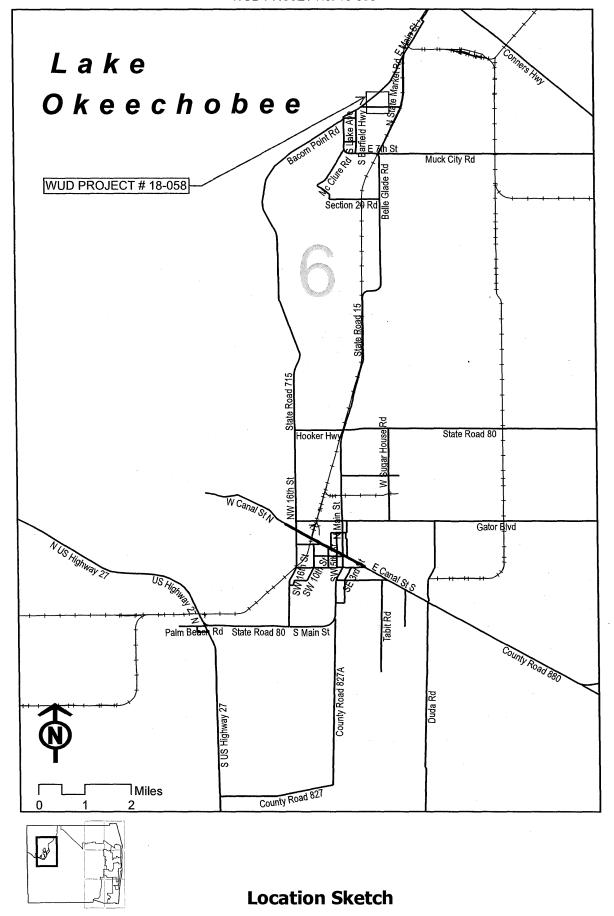
# **Project Location**

ATTACHMENT H
WORK AUTHORIZATION No.2
JOHNSON-DAVIS INCORPORATED
WUD PROJET No. 18-058



# **Project Location**

ATTACHMENT 2 WORK AUTHORIZATION No.2 JOHNSON-DAVIS INCORPORATED WUD PROJET No. 18-058



#### ATTACHMENT 3 CERTIFICATE OF LIABILIBITY INSURANCE AGENDA ITEM

WUD PROJECT 18-058 WORK AUTHORIZATION No. 2

**JOHNINC-02** 

**SMAJESKI** 

12/12/2019

# ACORD'

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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). CONTACT Sharon Majeski, ARM Johnson Insurance Racine 1103 Hunter Dr Ste 100 Mount Pleasant, WI 53406 PHONE (A/C, No, Ext): (920) 433-7107 FAX (A/C, No):(877) 254-8586 E-MAIL ADDRESS: smajeski@johnsonfinancialgroup.com INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Zurich North America 16535 INSURER B : American Guarantee & Liability Insurance Co INSURED 26247 INSURER C: Homeland Insurance Co of NY 34452 Johnson-Davis Incorporated 604 Hillbrath Drive Lantana, FL 33462 INSURER D : INSURER E : INSURER F **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER 1.000.000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurre 300,000 CLAIMS-MADE X OCCUR GLO 9813382-01 7/1/2019 7/1/2020 Х 10.000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER:
POLICY X PRO
LOC GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) 1,000,000 AUTOMOBILE LIABILITY X BAP 9813380-01 7/1/2019 7/1/2020 ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per ac PROPERTY DAMAGE (Per accident) X X NON-OWNED AUTOS ONLY HIRED AUTOS ONLY 5.000.000 B X UMBRELLA LIAB OCCUR **EACH OCCURRENCE** AUC 5676415-01 7/1/2019 7/1/2020 5,000,000 EXCESS LIAB X CLAIMS-MADE AGGREGATE DED X RETENTION\$ В X PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTH ER WC3066378-01 7/1/2019 7/1/2020 1,000,000 X ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below Equipment Floater 1,000,000 E.L. DISEASE - POLICY LIMIT Leased Rented CPP 4289118-01 7/1/2019 7/1/2020 300,000 Pollution 7930030920004 7/1/2019 7/1/2020 1,000,000 Occ/Aggregate 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	CANCELLATION
Palm Beach County Water Utilities Department Director Utilities Engineering 8100 Forest Hill Blvd West Palm Beach, FL 33413	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  Buon Mc Yulty

ACORD 25 (2016/03)

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