

Background and Justification: The Florida Department of Transportation is undertaking roadway improvements along S.R.-15/U.S. 441 and PBCWUD wishes to perform water and force main relocations prior to the start of the roadway project. The existing water mains and force mains to be relocated under the Project are in conflict with proposed road improvements. Completion of the work provided for in WA No. 21 will eliminate conflicts with proposed guardrails and street lighting and prevent any damage due to the collapse of the abandoned pipe under the road. This Project will also help to reduce redundant surface restoration activities, resulting in cost savings to Palm Beach County.

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$570,831	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	\$570,831	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4011 Dept 721 Unit W038 Object 6543

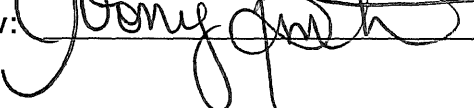
Is Item Included in Current Budget? Yes X No

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

Reporting Category N/A

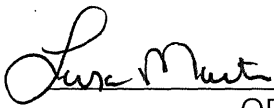
B. Recommended Sources of Funds/Summary of Fiscal Impact:

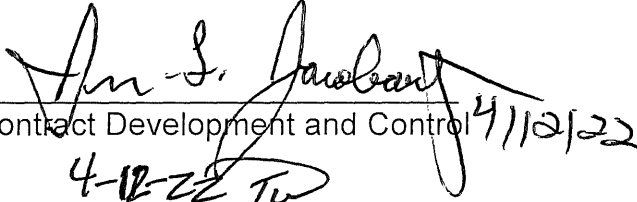
One (1) time expenditure from user fees, connection fees and balance brought forward.

C. Department Fiscal Review:  GE

III. REVIEW COMMENTS

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

 4/7/22
OFMB 4-7-22
MG 4/7/22

 4/12/22
Contract Development and Control 4/12/22
4-12-22 TW

B. Legal Sufficiency:

 4/14/22
Assistant County Attorney

C. Other Department Review:

Department Director

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

WORK AUTHORIZATION NO. 21
Palm Beach County Water Utilities Department
2019 Pipeline Continuing Construction Contract
Resolution No. R2020-0160 Contract Dated February 11, 2020

Project Title: S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T.# 443994

PBCWUD Project No.: 21-065

Contractor: Johnson-Davis Incorporated

Address: 604 Hillbrath Drive, Lantana, FL 33462

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

District No.: 6

This Work Authorization provides for: The replacement of approximately 900 linear feet of water main and 950 linear feet of force main pipe along State Road 15 (SR 15) in the City of Pahokee.

(See **ATTACHMENT A** for detailed scope of services)

The Contract provides for 20.07% SBE participation.

This Work Authorization includes 17.20% overall participation which includes, 1.00% M/WBE participation, 0.78% MBE (B), and 0.22% WBE.

The cumulative SBE participation, including this Work Authorization is 22.83%, which includes 11.19% M/WBE participation, 0.19% MBE (B), 0.51% MBE (H), and 10.49% WBE.

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 150 Calendar Days

Final Completion 180 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. 21
Palm Beach County Water Utilities Department
2019 Pipeline Continuing Construction Contract
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PBCWUD Project No.: 21-065

- 3. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$570,830.40.
- 4. The Work Authorization does not amend, change, or modify the Contract which remains in full force and effect.
- 5. All Attachments to this Authorization are incorporated herein and made a part of this Work Authorization.

WORK AUTHORIZATION NO. 21
Palm Beach County Water Utilities Department
2019 Pipeline Continuing Construction Contract
Resolution No. R2020-0160 Contract Dated February 11, 2020

Project Title: S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T.# 443994

PBCWUD Project No.: 21-065

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

Joseph Abruzzo, Clerk of the Circuit Court
& Comptroller, Palm Beach County

Palm Beach County, Board
of County Commissioners

ATTEST:

Signed: _____

Signed: _____

Robert S. Weinroth, Mayor

Typed Name: _____

Deputy Clerk

(Date) _____

Approved as to Form and Legal
Sufficiency

Johnson-Davis Incorporated
(Contractor)

Signed: _____

CHRISTOPHER JOHNSON
(Print Name)

Typed Name: Michael W. Jones
County Attorney

(Signature) _____

SECRETARY / TREASURER
(Title)

3/18/2022
(Date)

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of March, 2022 by CHRISTOPHER JOHNSON who is ☒ personally known to me or ☐ has produced _____ as identification.



LARISA DITU PELKEY
Commission # HH 178111
Expires January 22, 2026
Bonded Thru Budget Notary Services

(Signature of Notary Public - State of Florida)

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

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

SCOPE OF Work

Project Title: S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T.# 443994

The replacement of approximately 900 linear feet of water main and 950 linear feet of force main pipe along State Road 15 (SR 15) in the City of Pahokee. The project includes the associated valves, fire hydrants, water services, site restoration, and appurtenances.

Revised 12/06/2021

ATTACHMENT B

SUMMARY AND STATUS OF WORK AUTHORIZATIONS

Work Auth. No.	PBCWUD Project No.	Title	Status	Project Total Amount	SBE Total Amount	SBE Participation %	Approved	
							By	Date
1	18-056	Water Main Relocation from Herbert Hoover Dike in Pahokee	Approved	\$1,419,149.51	\$315,537.00	22.23%	BCC	7/7/2020
1.1	18-056	Water Main Relocation from Herbert Hoover Dike in Pahokee	Approved	\$18,000.00	\$7,000.00	38.88%	WUD	2/5/2021
1.2	18-056	Water Main Relocation from Herbert Hoover Dike in Pahokee	Approved	\$13,700.00	\$0.00	0.00%	WUD	3/12/2021
1.3	18-056	Water Main Relocation from Herbert Hoover Dike in Pahokee	Approved	\$7,264.17	\$4,237.60	58.33%	WUD	6/7/2021
2	18-058	Garden Place North, Juniper Avenue and Kismet Avenue Water System Improvement, Pahokee	Approved	\$320,975.14	\$69,363.24	21.61%	BCC	7/14/2020
3	17-047	Force Main Improvements on Lyons Road from Norte Lago to Palmetto Park Road	Approved	\$189,547.25	\$48,749.20	25.71%	CRC	6/17/2020
3.1	17-047	Force Main Improvements on Lyons Road from Norte Lago to Palmetto Park Road	Approved	\$17,301.90	\$0.00	0.00%	WUD	10/13/2020
4	15-102	Water Distribution System Improvements	Approved	\$692,911.60	\$160,003.45	23.09%	BCC	9/1/2020
5	15-102	Water Distribution System Improvements	Approved	\$1,656,136.21	\$375,846.00	22.69%	BCC	9/15/2020
6	20-006	Utility Adjustments for the City of Belle Glade Road Resurfacing Project – Phase 1	Approved	\$1,904,713.79	\$500,578.00	26.28%	BCC	10/6/2020
6.1	20-006	Utility Adjustments for the City of Belle Glade Road Resurfacing Project – Phase 1	Approved	\$5,400.00	\$0.00	0.00%	WUD	3/10/2022
7	20-072	Century Village Water System Valve Program Year 3	Approved	\$513,220.80	\$109,390.70	21.31%	BCC	12/8/2020
7.1	20-072	Century Village Water System Valve Program Year 3	Approved	\$6,514.70	\$0.00	0.00%	WUD	7/15/2021
8	19-043	Mahogany Lane Water Main Extension	Approved	\$80,144.53	\$45,583.00	56.87%	BCC	8/25/2020
9	20-017	Water Service and Fire Hydrant Installation at 14883 60th St	Approved	\$25,922.24	\$0.00	0.00%	WUD	7/22/2020
10	18-072	Water Treatment Plant No. 11 Repair of Damaged 30" H.D.P.E. Raw Water Main	Approved	\$120,721.25	\$0.00	0.00%	CRC	8/5/2020
11	18-027	State Road 7 Water Main Interconnection; North of Forest Hill Boulevard	Approved	\$182,427.01	\$28,699.28	15.73%	CRC	11/18/2020
11.1	18-027	State Road 7 Water Main Interconnection; North of Forest Hill Boulevard	Approved	\$9,000.00	\$550.00	6.11%	WUD	11/19/2021

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12	21-024	Water Treatment Plant No. 9 Repair of Damaged Storm Pipe	Approved	\$62,435.43	\$0.00	0.00%	WUD	3/12/2021
13	20-030	Utility Adjustments for the City of Belle Glade Road Resurfacing Project - Phase 2	Approved	\$2,856,207.09	\$572,605.84	20.04%	BCC	5/4/2021
13.1	20-030	Utility Adjustments for the City of Belle Glade Road Resurfacing Project - Phase 2	Approved	\$0.00	\$0.00	0.00%	WUD	12/21/2021
14	20-074	Water Service Installation at 13963 80th Lane North	Approved	\$46,886.02	\$7,804.00	16.64%	WUD	4/12/2021
14.1	20-074	Water Service Installation at 13963 80th Lane North	Approved	\$10,387.00	\$0.00	0.00%	WUD	7/22/2021
15	20-027	West Boca Force main Interconnect Program	Approved	\$1,557,110.78	\$577,161.03	37.06%	BCC	8/17/2021
16	21-057	30-Inch Valve Replacement at Regional Pumping Facility No. 4100	Approved	\$53,771.65	\$0.00	0.00%	WUD	6/28/2021
17	21-056	South 37th Street Water Main Replacement	Approved	\$256,316.28	\$52,629.35	20.53%	BCC	8/17/2021
18	20-060	Chapel Rd Water Main Extension	Approved	\$42,184.70	\$8,977.60	21.28%	BCC	12/7/2021
18.1	20-060	Chapel Rd Water Main Extension	Pending	\$7,400.00	\$0.00	0.00%	WUD	Pending
19	2020-039381	MCCH Replacement of Chilled Water Pipes	Approved	\$400,000.00	\$18,051.20	4.51%	BCC	11/16/2021
20	21-083	Century Village Water System Valve Program Year 4	Approved	\$490,446.55	\$87,920.25	17.92%	BCC	12/21/2021
21	21-065	S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T.# 443994	Pending	\$570,830.40	\$98,189.18	17.20%	BCC	Pending
22	22-022	Water Main Repair on Sparrow Drive & Goldfinch Lane	Pending	\$75,657.50	\$11,726.00	15.49%	WUD	Pending

ATTACHMENT C

PUBLIC CONSTRUCTION BOND – WORK AUTHORIZATON NO. 21

2019 Pipeline Continuing Construction Contract

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

PROJECT TITLE: S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T.# 443994

PBCWUD PROJECT NO.: 21-065

BOND NUMBER: 016233975

WORK AUTHORIZATION/BOND AMOUNT: \$570,830.40

CONTRACTOR'S NAME: Johnson-Davis Incorporated

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

CONTRACTOR'S PHONE: (561) 588-1170

SURETY COMPANY: Liberty Mutual Insurance Company

SURETY'S ADDRESS: 175 Berkeley Street, Boston, MA 02116

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: Replacement of water main and force main along SR 15 in the City of Pahokee.

PROJECT LOCATION: SR 15 from South of Shirley Dr. to East of Main Street in Pahokee

LEGAL DESCRIPTION: Section 17, 18 & 20; Township 42; Range 37

Revised 12/06/2021

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Authorization No. 21 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

Five Hundred Seventy Thousand Eight Hundred Thirty Dollars and Forty Cents, \$570,830.40,

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

Work Authorization Project Name: S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T.# 443994

Work Authorization Project No.: 21-065

Project Description: Replacement of water main and force main along SR 15 in the City of Pahokee.

Project Location: SR 15 from South of Shirley Dr. to East of Main Street in Pahokee

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Chen Moore and Associates, Inc.

Location of Firm: 500 Australian Ave South, Suite 530, West Palm Beach, FL 33401

Phone: (561)746-6900

Fax: N/A

which Work Authorization No. 21 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:

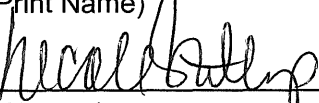
- a. Performs the Work Authorization dated _____, 20____, between Principal and County for the construction of the above project, the Work Authorization being made a part of this bond by reference, at the times and in the manner prescribed in the Work Authorization; and

Revised 12/06/2021

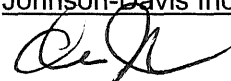
- b. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Work Authorization; and
 - c. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the Work Authorization; and
 - d. Performs the guarantee of all work and materials furnished under the Work Authorization for the time specified in the Work Authorization; then this bond is void; otherwise it remains in full force.
- 2. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the Work Authorization or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
 - 3. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
 - 4. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Work Authorization are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.
 - 5. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
 - 6. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida and not elsewhere.


(Witness)

Larisa Dita Pelkey
(Print Name)


(Witness)

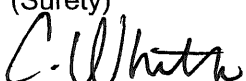
Nicole Stillings
(Print Name)

Johnson-Davis Incorporated

(Principal) (seal)

CHRISTOPHER JOHNSON
(Print Name)

SECRETARY / TREASURER
(Title)

Liberty Mutual Insurance Company
(Surety) (seal)


(Print Name)

Colby D. White, Attorney-in-Fact
(Title)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8207173 - 190054**

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, Brian J. Oestreich; C. White; Emily White; Joshua R. Loftis; Lin Ulven; Melinda C. Blodgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrum; Ted Jorgensen; Tina L. Domask

all of the city of Minneapolis state of MN 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 24th day of January, 2022.



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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2022 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member: Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

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

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



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Liberty Mutual Surety

March 15, 2022

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

RE: **Johnson-Davis Incorporated**
Bond No. 016233975
Project: S.R. 15/U.S. – 441 from South of Shirley Dr. to East of Main Street;
F, D.O.T. #443994

To Whom It May Concern:

Please be advised that as Surety on the above referenced bond, we hereby authorize Palm Beach County to add the contract date to the referenced Bond(s) & Powers of Attorney after executing the contract when the contract date is known.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Nicole Stillings, Attorney-in-Fact

Member of Liberty Mutual Group

ATTACHMENT D

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Johnson-Davis Incorporated and Liberty Mutual Insurance Company


We the undersigned hereby guarantee that the **2019 Pipeline Continuing Construction Contract Contract, Resolution No. R2020-0160, Contract Dated February 11, 2020, PBCWUD Project No. 21-065, Work Authorization No. 21, Project Title: S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T.# 443994**, 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)

CHRISTOPHER JOHNSON
(Print Name)

Liberty Mutual Insurance Company
(Surety)

By: 
(Signature)

(Seal)
Colby D. White, Attorney-in-Fact
(Print Name)

Revised 12/06/2021



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: **8207173 - 190054**

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, Brian J. Oestreich; C. White; Emily White; Joshua R. Loftis; Lin Ulven; Melinda C. Blodgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrum; Ted Jorgensen; Tina L. Domask

all of the city of Minneapolis state of MN 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 24th day of January, 2022.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2022 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
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 _____, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**ATTACHMENT E
SCHEDULE OF BID ITEMS**

Palm Beach County Water Utilities Department

Lift Station Rehabilitation Continuing Construction

Contract Resolution R2020-

Contract 2020

Contract February 11,

Dated 2020

Work Authorization No.: 21

Contractor Name: Johnson-Davis Incorporated

Project Name: S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T.# 443994

PBCWUD Project No.: WUD 21-065

Bid Item No.	Item (Furnish and Install with Appurtenances)	Quantity	Units	Unit Price	Total
3	4" DIP Push-On Joint Wastewater Force Main	20	LF	\$75.00	\$1,500.00
5	6" DIP Push-On Joint Water Main/Reclaimed Water Main	80	LF	\$38.00	\$3,040.00
6	6" DIP Push-On Joint Wastewater Force Main	800	LF	\$43.00	\$34,400.00
8	8" DIP Push-On Joint Water Main/Reclaimed Water Main	800	LF	\$40.00	\$32,000.00
9	8" DIP Push-On Joint Wastewater Force Main	100	LF	\$50.00	\$5,000.00
23	Ductile Iron Fittings for Water Main/Reclaimed Water Main	0.650	Tons	\$5,000.00	\$3,250.00
24	Ductile Iron Fittings for Wastewater Force Main	0.3	Tons	\$9,000.00	\$2,700.00
34	4" Mechanical Joint Restraint for DIP	5	Each	\$170.00	\$850.00
35	6" Mechanical Joint Restraint for DIP	45	Each	\$215.00	\$9,675.00
36	8" Mechanical Joint Restraint for DIP	65	Each	\$275.00	\$17,875.00
40	4" Mechanical Joint Restraint for PVC	1	Each	\$175.00	\$175.00
48	6" Joint Restraint Gasket DIP (Field Lock or Fast Grip)	15	Each	\$100.00	\$1,500.00
49	8" Joint Restraint Gasket DIP (Field Lock or Fast Grip)	20	Each	\$120.00	\$2,400.00
58	Restrain existing 4" PVC Pressure Pipe	4	Each	\$600.00	\$2,400.00
59	Restrain existing 6" PVC Pressure Pipe	6	Each	\$800.00	\$4,800.00
65	6" Gate Valve & Valve Box	2	Each	\$1,000.00	\$2,000.00
66	8" Gate Valve & Valve Box	5	Each	\$1,500.00	\$7,500.00
129	Sample Points W/Double Strap Saddle & Corp. Stop	8	Each	\$500.00	\$4,000.00
159	4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	19	Each	\$3,000.00	\$57,000.00
161	Grouting/Deactivation of Existing 4" Pipe	5100	LF	\$7.00	\$35,700.00
162	Grouting/Deactivation of Existing 6" Pipe	325	LF	\$8.00	\$2,600.00
163	Grouting/Deactivation of Existing 8" Pipe	460	LF	\$10.00	\$4,600.00
168	Asphalt Roadway Removal and Restoration (2.5" thick)	850	SY	\$50.00	\$42,500.00
181	Bahia Sod	500	SY	\$5.00	\$2,500.00
183	Remove Trees up to 12" diameter	1	Each	\$175.00	\$175.00
184	Record Drawing	2,000	LF	\$2.50	\$5,000.00
185	Construction Survey	2,000	LF	\$2.50	\$5,000.00
186	Preconstruction Video Taping	8,800	LF	\$1.00	\$8,800.00
190	Maintenance of FDOT Roadway	12000	LF	\$4.00	\$48,000.00
191	Density Tests	220	Each	\$40.00	\$8,800.00
192	Proctor Tests	5	Each	\$100.00	\$500.00
194	4-ft to 5-ft High Fence Removal and Reinstallation	10	LF	\$25.00	\$250.00
195	Demucking with Imported Clean Fill	1,600	CY	\$16.00	\$25,600.00
197	Compacted Clean Fill	100	CY	\$12.00	\$1,200.00

Revised 12/06/2021

198	Protect and Support and Utility Poles	7	Each	\$2,000.00	\$14,000.00
201	Guardrail Removal and Restoration	10	LF	\$15.00	\$150.00
236	4" Single Line Stop (for PVC/DIP/CIP/AC)	1	Each	\$5,500.00	\$5,500.00
237	6" Single Line Stop (for PVC/DIP/CIP/AC)	4	Each	\$7,500.00	\$30,000.00
238	8" Single Line Stop (for PVC/DIP/CIP/AC)	5	Each	\$8,500.00	\$42,500.00
(A) SUBTOTAL BASE BID (Bid Items 1-238)					\$475,440.00
241	Additional Work not included in Bid Items (15% of Subtotal Bid Price [A]) See Items 241A – 241F Below	1	LS	\$78,750.00	\$78,750.00
242	Mobilization (2.5% of Subtotal Bid Price [A])	1	LS	2.5%	\$11,886.00
243	Demobilization (1% of Subtotal Bid Price [A])	1	LS	1%	\$4,754.40
(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 241-243)					\$95,390.40
TOTAL BID PRICE (A + B)					\$570,830.40
Additional Work not included in Bid Items (Item 241):					
241A	8" PVC Force Main Removal	100	L.F.	\$16.00	\$1,600.00
241B	8" Gate Valve Removal	1	Each	\$150.00	\$150.00
241C	Fire Hydrant Removal and Disposal	2	Each	\$500.00	\$1,000.00
241D	Fire Hydrant Relocation with Captivator	2	Each	\$4,900.00	\$9,800.00
241E	8" PVC Pressure Pipe to be Restrained (Existing Pipe)	6	Each	\$1,200.00	\$7,200.00
241F	Trench Stabilization	1.00	Lump Sum	\$59,000.00	\$59,000.00

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T. #443994

SOLICITATION/PROJECT/BID NAME:

NAME OF PRIME RESPONDENT/BIDDER: Johnson-Davis Incorporated

CONTACT PERSON: William Cryer

SOLICITATION OPENING/SUBMITTAL DATE: 3/9/2022

SOLICITATION/PROJECT/BID No.: 21-065

ADDRESS: 604 Hillbrath Drive Lantana, FL 33462

PHONE NO.: 561-588-1170 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)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Johnson-Davis Incorporated 604 Hillbrath Drive, Lantana, FL 33462 561-588-1170	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$429,571.10 Non-SBE
2. Pacifica Engineering Services, LLC 1181 S. Rogers Cir., Boca Raton 33487 561-693-8093	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$4,454.00	_____	_____	_____	_____
3. Utility Supply Associates, Inc. 140 Commerce Rd. Boynton Beach, FL 33426 561-493-9900	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$64,605.18	_____
4. Jupiter Environmental Laboratories, Inc. 150 South Old Dixie Hwy, Jupiter, FL 561-575-0030	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$1,280.00	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)				Total	\$4,454.00	\$1,280.00	\$64,605.18	_____
Total Bid Price \$ 570,830.40				Total SBE / M/WBE Participation \$98,189.18 / 17.20%				

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.

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T. #443994

SOLICITATION/PROJECT/BID NAME:
NAME OF PRIME RESPONDENT/BIDDER: Johnson-Davis Incorporated
CONTACT PERSON: William Cryer
SOLICITATION OPENING/SUBMITTAL DATE: 3/9/2022

SOLICITATION/PROJECT/BID No.: 21-065
ADDRESS: 604 Hillbrath Drive Lantana, FL 33462
PHONE NO.: 561-588-1170 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)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. R&M Service Solutions, LLC 7256 Westport Pl, WPB, FL 33413 877-847-6747	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$26,300.00	_____
2. Chaves Brothers Management, LLC 300 SW 8th St. #17, Boca Raton, FL 33432 973-224-9955	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$1,550.00	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)							\$27,850.00	_____

Total Bid Price \$ 570,830.40

Total SBE - M/WBE Participation \$98,189.18 / 17.20%

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

Signature William Cryer

Estimating Manager
Title

- Note:
- 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 - 3. Modification of this form is not permitted and will be rejected upon submittal.

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: PBCWUD #21-065
SOLICITATION/PROJECT NAME: S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T. #443994

Prime Contractor: Johnson-Davis, Incorporated Subcontractor: UTILITY Supply Associates Inc.
(Check box(s) that apply)

☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 8-22-2019 - 8-21-2022

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"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input checked="" type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic 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
	(see attached)				\$107,675.30 x 60% = \$64,605.18

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: \$107,675.30 x 60% (Supplier) = \$64,605.18 (11.32%)

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.

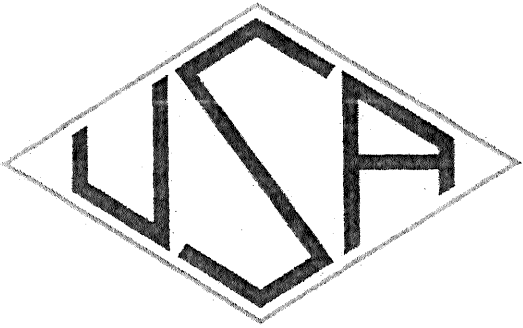
Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Johnson-Davis Incorporated
Print Name of Prime
By: [Signature]
Authorized Signature
William Cryer
Print Name
Estimating Manager
Title
Date: 3/18/2022

UTILITY Supply Associates Inc.
Print Name of Subcontractor/subconsultant
By: [Signature]
Authorized Signature
William Potts
Print Name
SECRETARY TREASURER
Title
Date: 3-7-2022

QUOTATION



Utility Supply Associates, Inc.
140 Commerce Road • Boynton Beach, Florida 33426

Phone: (561) 493-9900 • Fax: (561) 493-9901
E-mail: sales@utilitysupplyassociates.com

Client **JOHNSON DAVIS**

DATE: 4-Mar-22

Project: WUD 21-065

SR15/US-441 Shirley Lane to Main Street

Location: PBC

ATT: JAMES AMSLER

jamsler@johnsondavis.com

Qty.	U/M	SIZE	Description	Unit	Total Cost
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(561) 356-0162 - C

THE PVC PIPE PRICES WILL BE PRICED AT THE TIME

J/D IS GOING START THE P.O. PROCESS

\$ - \$ -

MJ FITTINGS AND RESTRAINS ARE GOING UP 23%

\$ - \$ -

JUNE 1ST. ANY BACK ORDERS AFTER 6/01/21 THAT

\$ - \$ -

HAVEN'T SHIPPED WILL BE PRICED AT THE INCREASE

NEW COSTS

\$ - \$ -

\$ - \$ -

\$ - \$ -

20	FT	4" CL350 DIP P401	\$	47.60	\$	952.00
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80	FT	6" CL350 DIP CEMENT LINED	\$	22.60	\$	1,808.00
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800	FT	6" CL350 DIP P401	\$	40.40	\$	32,320.00
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800	FT	8" CL350 DIP CEMENT LINED	\$	29.65	\$	23,720.00
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100	FT	8" CL350 DIP P401	\$	51.80	\$	5,180.00
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\$ - \$ -

4	EA	8" X 6" MJ REDUCER CEMENT LINED	\$ 94.00	\$ 376.00
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14	EA	8" MJ 45 CEMENT LINED	\$	130.00	\$	1,820.00
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4	EA	6" MJ 45 CEMENT LINED	\$	89.25	\$	357.00
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2	EA	8" MJ 22-1/2 CEMENT LINED	\$	127.00	\$	254.00
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1	EA	8" MJ 11-1/4 CEMENT LINED	\$	116.00	\$	116.00
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4	EA	8" MJ SLEEVE CEMENT LINED	\$ 160.70	\$ 642.80
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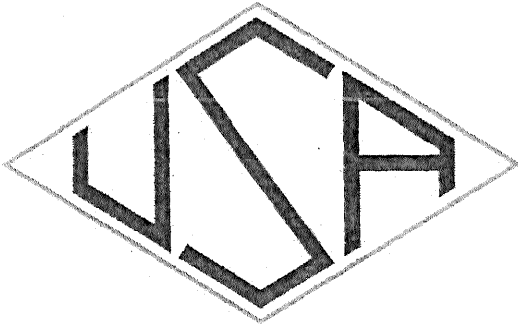
7	EA	6" MJ SLEEVE CEMENT LINED	\$	100.00	\$	700.00
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EA	\$	-	\$	-
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1	EA	8" MJ TEE P401 LINED	\$	653.00	\$	653.00
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4	EA	6" X 4" MJ REDUCER P401	\$ 310.00	\$ 1,240.00
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QUOTATION



Utility Supply Associates, Inc.
140 Commerce Road • Boynton Beach, Florida 33426
Phone: (561) 493-9900 • Fax: (561) 493-9901
E-mail: sales@utilitysupplyassociates.com

Client JOHNSON DAVIS

DATE: 4-Mar-22

Project: WUD 21-065

SR15/US-441 Shirley Lane to Main Street

Location: PBC

ATT: JAMES AMSLER

jamsler@johnsondavis.com

Qty.	U/M	SIZE	Description	Unit	Total Cost
(561) 356-0162 - C					
1	EA		4" X 2" MJ TAPT CAP P401	\$ 221.00	\$ 221.00
4	EA		8" MJ 45 P401	\$ 482.00	\$ 1,928.00
8	EA		6" MJ 45 P401	\$ 349.00	\$ 2,792.00
2	EA		6" MJ 22-1/2 P401	\$ 338.00	\$ 676.00
3	FT		8" MJ SLEEVE P401	\$ 533.00	\$ 1,599.00
4	EA		4" MJ SLEEVE P401	\$ 226.00	\$ 904.00
	EA			\$ -	\$ -
7	EA		4" DIP MEGALUG W/KIT	\$ 25.90	\$ 181.30
5	EA		4" PVC MEGALUG W/KIT	\$ 31.40	\$ 157.00
11	EA		4" MJ GASKET BOLT & NUT SET	\$ 17.80	\$ 195.80
46	EA		6" DIP MEGALUG W/KIT	\$ 30.40	\$ 1,398.40
4	EA		6" PVC MEGALUG W/KIT	\$ 38.00	\$ 152.00
50	EA		6" MJ GASKET BOLT & NUT SET	\$ 20.40	\$ 1,020.00
66	EA		8" DIP MEGALUG W/KIT	\$ 45.70	\$ 3,016.20
7	EA		8" PVC MEGALUG W/KIT	\$ 56.30	\$ 394.10
73	EA		8" MJ GASKET BOLT & NUT SET	\$ 23.00	\$ 1,679.00
11	EA		6" FIELD LOK OR EQUAL	\$ 92.00	\$ 1,012.00
17	EA		8" FIELD LOK OR EQUAL	\$ 123.50	\$ 2,099.50
11	EA		8" SPLIT BELL RESTRAINT FOR EXISTING	\$ 137.00	\$ 1,507.00
9	EA		6" SPLIT BELL RESTRAINT FOR EXISTING	\$ 74.00	\$ 666.00
8	EA		4" SPLIT BELL RESTRAINT FOR EXISTING	\$ 58.00	\$ 464.00
	EA			\$ -	\$ -
2	FT		6" MJ GATE VALVE	\$ 530.00	\$ 1,060.00
4	EA		6" DIP MEGALUG W/KIT	\$ 30.40	\$ 121.60

Client: JOHNSON DAVIS
Project: WUD 21-065
Location: PBC

SR15/US-441 Shirley Lane to Main Street
ATT: JAMES AMSLER
jamsler@johnsondavis.com

Terms:

Bid Validity: 10 days from Quote Date.

All quotes subject to product availability. USA will only honor the price until the ship-by date.

Terms of Sale: Net 30

Quoted & Payable in U.S. Dollars.

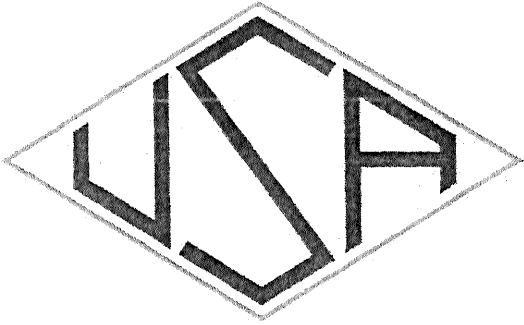
Our prices are based on supplying essentially all mat'l quoted.

If unit prices differ from the total, unit prices will prevail.

CUSTOMER TO DETERMINE PRODUCT SUITABILITY AND APPLICATION

For: Utility Supply Associates, Inc.

QUOTATION



Utility Supply Associates, Inc.
140 Commerce Road • Boynton Beach, Florida 33426
Phone: (561) 493-9900 • Fax: (561) 493-9901
E-mail: sales@utilitysupplyassociates.com

Client **JOHNSON DAVIS**

DATE: 4-Mar-22

Project: WUD 21-065

SR15/US-441 Shirley Lane to Main Street

Location: PBC

ATT: JAMES AMSLER

jamsler@johnsondavis.com

Qty.	U/M	SIZE	Description	Unit	Total Cost
------	-----	------	-------------	------	------------

(561) 356-0162 - C

Bill Potts

Operations Manager

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: **PBCWUD #21-065**
SOLICITATION/PROJECT NAME: **S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T. #443994**

Prime Contractor: **Johnson-Davis Incorporated** Subcontractor: **Jupiter Environmental Laboratories, Inc.**
(Check box(es) that apply)
☐ SBE ☒ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): **3/4/2020 - 3/3/2023**

The undersigned affirms they are the following (select one from each column if applicable):
Column 1 **Column 2** **Column 3**
☐ Male ☒ Female ☐ African-American/Black ☐ Asian American ☒ Caucasian American ☐ Supplier
☐ Hispanic American ☐ Native American

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

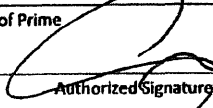
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
129	Sample Points w/Double Strap Saddle & Corp Stop	\$160.00	8 ea	\$0.00	\$1,280.00

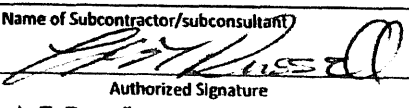
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: **\$1,280.00 / .22%**

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 2nd/3rd Tier Subcontractor/subconsultant

Price or Percentage:

Johnson-Davis Incorporated
Print Name of Prime
By: 
Authorized Signature
William Cryer
Print Name
Estimating Manager
Title
Date: **3/21/2022**

Jupiter Environmental Laboratories, Inc.
Print Name of Subcontractor/subconsultant
By: 
Authorized Signature
Glynda E. Russell
Print Name
President
Title
Date: **3/21/2022**

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: PBCWUD #21-065
SOLICITATION/PROJECT NAME: S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T. #443994

Prime Contractor: Johnson-Davis Incorporated Subcontractor: R&M Service Solutions, LLC
(Check box(s) that apply)
☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 9/22/2021 - 9/21/2024

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"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic 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
236	4" Single Line Stop	\$2,500.00	1 / Lump Sum	2 days on pipe	\$2,500.00
237	6" Single Line Stop	\$2,800.00	4 / Lump Sum	2 days on pipe	\$11,200.00
238	8" Single Line Stop	\$3,150.00	4 / Each	2 days on pipe	\$12,600.00

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: \$26,300.00 / 4.6%

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 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Johnson-Davis Incorporated

Print Name of Prime

By:

Authorized Signature

William Cryer

Print Name

Estimating Manager

Title

Date: 3/18/2022

R&M Service Solutions, LLC

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Thomas Benedetto

Print Name

Member

Title

Date: March 17, 2022

Revised 09/17/2019

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: **PBCWUD #21-065**

SOLICITATION/PROJECT NAME: S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T. #443994

Prime Contractor: **Johnson-Davis Incorporated**

Subcontractor: **Chaves Brothers Management, LLC**

(Check box(es) that apply)

☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE

Date of Palm Beach County Certification (if applicable): 3/25/2021 - 3/24/2024

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

Column 1

Column 2

Column 3

☒ Male ☐ Female

☐ African-American/Black ☐ Asian American ☒ Caucasian American

☐ Supplier

☐ Hispanic American ☐ Native American

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
186	Preconstruction Video Taping	\$1,550.00	1 / Lump Sum	\$0.00	\$1,550.00

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: \$1,550.00 / 27%

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 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Johnson-Davis Incorporated

Print Name of Prime

By:

Authorized Signature

William Cryer

Print Name

Estimating Manager

Title

Date: 3/18/2022

Chaves Brothers Management, LLC

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Tyler Chaves

Print Name

President

Title

Date: 3/17/2022

Revised 09/17/2019

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: PBCWUD #21-065
SOLICITATION/PROJECT NAME: S.R. 15/U.S.-441 from South of Shirley Dr. to East of Main Street; F.D.O.T. #443994

Prime Contractor: Johnson-Davis Incorporated Subcontractor: Pacifica Engineering Services, LLC

(Check box(s) that apply)
☒SBE ☐WBE ☒MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/25/2021 - 10/24/2024

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 checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic 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.

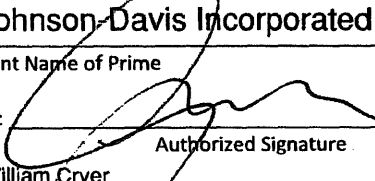
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
191	Density Tests	\$19.00	220 ea	\$0.00	\$4,180.00
192	Proctor Tests	\$73.00	5 ea	\$0.00	\$365.00


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: \$4,454.00 / .8%

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 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Johnson-Davis Incorporated
Print Name of Prime
By: 
Authorized Signature
William Cryer
Print Name
Estimating Manager
Title
Date: 3/18/2022

Pacifica Engineering Serivces, LLC
Print Name of Subcontractor/subconsultant
By: 
Authorized Signature
Wesley Foster
Print Name
President
Title
Date: 3/14/2022

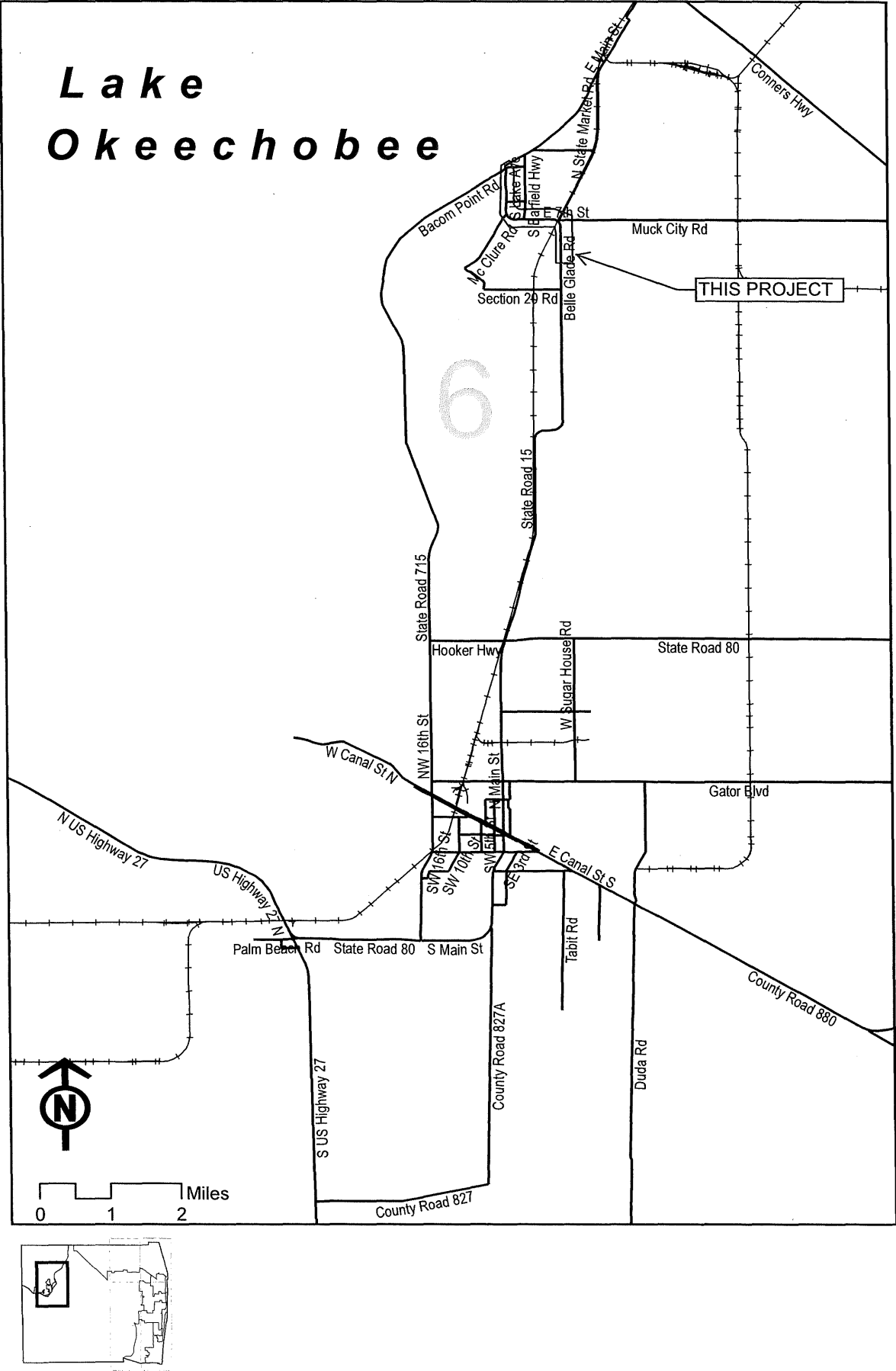
ATTACHMENT G

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

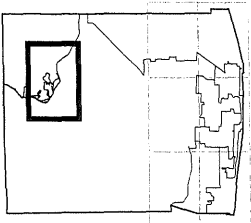
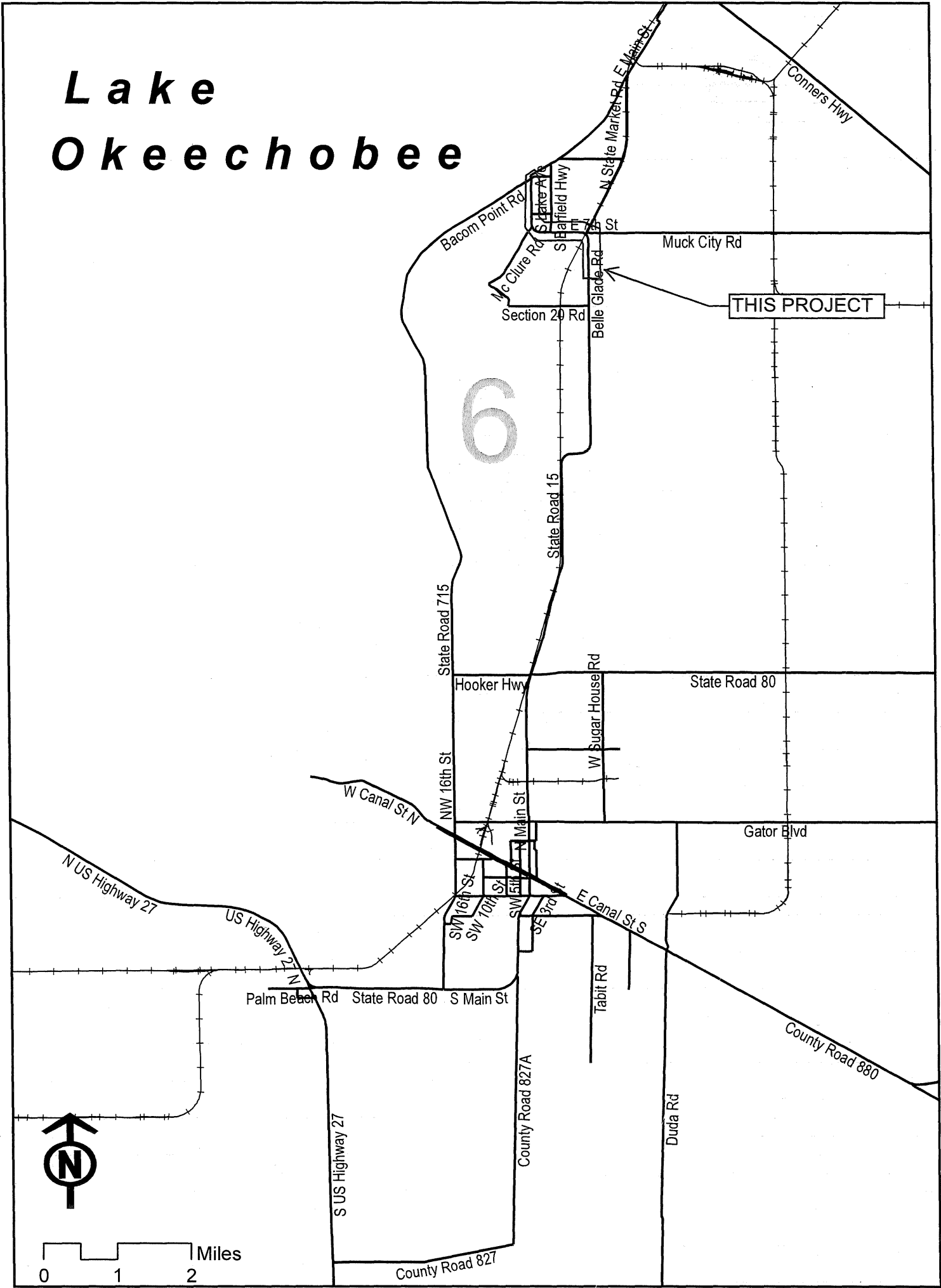
SUMMARY OF SBE-M/WBE BUSINESS TRACKING

Master Contract Goals	SBE: <u>20.07%</u>	MBE: <u>0.00%</u>	MBE (Black): <u>0.00%</u>	MBE (Hispanic): <u>0.00%</u>	WBE (Women): <u>0.00%</u>
Current Proposal					
Value of Authorization No. <u>21</u>	\$570,830.40				
Value of SBE-M/WBE Letters of Intent	\$98,189.18	\$5,734.00	\$4,454.00	\$0.00	\$1,280.00
Actual Percentage	17.20%	1.00%	0.78%	0.00%	0.22%
Signed/Approved Authorizations					
Total Value of Authorizations	\$12,958,795.60				
Total Value of SBE-M/WBE Signed Subcontractors	\$2,990,686.74	\$1,509,614.40	\$21,900.00	\$69,315.35	\$1,418,399.05
Actual Percentage	23.07%	11.64%	0.16%	0.53%	10.94%
Signed/Approved Authorizations Plus Current Proposal					
Total Value of Authorization	\$13,529,626.00				
Total Value of Subcontractors & Letters of Intent	\$3,088,875.92	\$1,514,068.40	\$26,354.00	\$69,315.35	\$1,419,679.05
Actual Percentage	22.83%	11.19%	0.19%	0.51%	10.49%

ATTACHMENT H
LOCATION MAP
WORK AUTHORIZATION No. 21
JOHNSON - DAVIS INCORPORATED
PBCWUD PROJECT No. 21-065



ATTACHMENT 2
LOCATION MAP
AGENDA ITEM
JOHNSON - DAVIS INCORPORATED
WUD PROJECT No. 21-065





ATTACHMENT 3

JOHNINC-02

AMJOHNSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2021

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: Amanda Johnson
PHONE (A/C, No, Ext): (920) 445-7401 FAX (A/C, No): (877) 254-8586
E-MAIL ADDRESS: ajohnson@johnsonfinancialgroup.com

INSURED

Johnson-Davis Incorporated
604 Hillbrath Drive
Lantana, FL 33462

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Company of Hartford	20478
INSURER B : Continental Casualty Company	20443
INSURER C : Continental Insurance Company	35289
INSURER D : Valley Forge Insurance Company	20508
INSURER E : Homeland Insurance Co of NY	34452
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6080884045	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6080884059	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		6080884076	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 6 80884062	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			6081007778	7/1/2021	7/1/2022	Leased Rented 300,000
E	Pollution			7930030920005	7/1/2021	7/1/2022	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

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

Ruth Voornel

ACORD 25 (2016/03)

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