

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

Meeting Date: **May 16, 2017** Consent [ ]      Regular [ ]  
 Department: **Water Utilities Department** Public Hearing [X]

**I. EXECUTIVE BRIEF**

**Motion and title:** Staff recommends motion to: **A) adopt** a Resolution of the Board of County Commissioners of Palm Beach County, Florida, Confirming the Special Assessment Roll for the 68<sup>th</sup> St. North Water Main Extension (Project); and **B) approve** a Work Authorization (WA) No. 9 to Johnson-Davis Incorporated under the Water Utilities Department (WUD) Continuing Construction Contract (Contract) (R2016-0902) in the amount of \$199,512.45.

**Summary:** The Project will provide potable water to 18 residential properties currently on private wells. Petitions in favor of the installation of a potable water main were provided to WUD with a 61% favorability rate (11 in favor, 3 not in favor and 4 no response). The petitions were considered and approved at the regular meeting of the Board of Supervisors of the Indian Trails Improvement District (ITID) on June 15, 2016. Individual assessments range from \$11,525.12 to \$27,066.57 per parcel (See Exhibit A) and will be assessed based on 90% of the total estimated cost of the Project, pursuant to the terms of the agreement between the County and ITID, in which the County committed to allocate \$500,000 to provide financial support for up to 10% of the final cost for assessment projects within the legislative boundaries of the ITID. Individual assessment was determined by using front footage method to divide the assessable cost per parcel. WUD has encumbered and expended a total of \$287,553.07 for previous ITID assessment projects. Assessments are payable over a 20-year time period in equal annual payments of principal and 5.5% interest. The total assessable cost of the Project is \$266,176.86 and includes the costs of surveying, design, drafting, permitting, construction, inspection, administration, and construction contingency, as well as the 10% financial support payment dictated by WUD's contract with ITID. WA No. 9 will provide for the construction of the Project. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15% overall. The Contract with Johnson-Davis Incorporated provides for SBE participation of 3.28%. WA No. 9 includes 13.59% overall participation. The cumulative SBE participation is 11.96% overall. (WUD Project No. 16-079) District 6 (MJ)

**Background and Justification:** On September 21, 2016, signed petitions were received from a majority of the property owners on 68<sup>th</sup> St. North. The original estimated assessable cost based on front footage method of the special assessment was ranging from \$13,984.41 to \$32,842.18 per parcel for the construction of water mains and service lines. The assessable cost was revised after project design was completed. The tentative assessable cost ranges from \$11,525.12 to \$27,066.57. The original signed petition forms are on file and available for public inspection at the Engineering Office of WUD.

On Sunday, March 19, 2017, a Notice of Special Assessment was published in The Palm Beach Post. All property owners subject to assessment have been sent notification by regular mail pursuant to Ordinance 2001-0010. A final informational meeting was held with the property owners prior to the Public Hearing to explain the proposed improvements and the cost of the Project.

**Attachments:**

1. Resolution Confirming the Special Assessment Process
2. Location Map
3. Tentative Report of Cost
4. Two (2) Original Work Authorization No. 9
5. ITS Summary of Certificates
6. Proof of Publication

Recommended By: Jim Stiles 4-17-17  
 Department Director Date

Approved By: [Signature] 5-8-17  
 Deputy County Administrator Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>\$199,512</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b><u>\$199,512</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Dept 721 Unit W031 Object 6543

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

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

Adequate funds are available in the WUD Special Assessment Fund. Assessable costs will be recovered from the property owners over a 20-year period. If the actual cost exceeds the total assessable cost, the difference will be covered by WUD's budget.

### C. Department Fiscal Review:

William Pratt

## III. REVIEW COMMENTS

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

Jose Ponce 4/20/17  
OFMB ET 4/19 *[Signature]*

Dr. S. Jacobson 5/3/17  
Contract Development and Control  
5/5/17 *[Signature]*

### B. Legal Sufficiency:

[Signature] 5/8/17  
Assistant County Attorney

### C. Other Department Review

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

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

# ATTACHMENT 1

## RESOLUTION NO. R-2017-

### RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, CONFIRMING THE SPECIAL ASSESSMENT ROLL FOR THE 68<sup>th</sup> ST. NORTH WATER MAIN EXTENSION

**WHEREAS**, pursuant to Section 8 of Ordinance 2001-0010, the Board of County Commissioners held a public hearing at 9:30 A.M. on the 16<sup>TH</sup> day of May, 2017, at the Commission Chambers of the Board of County Commissioners of Palm Beach County, Florida, so as to satisfy the requirements of Ordinance 2001-0010; and

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

**WHEREAS**, the Board of County Commissioners intends to levy special assessment(s) upon certain properties located on 68<sup>th</sup> St. North for the purpose of funding a water main extension; and

**WHEREAS**, the total assessable cost of the improvement project shall not exceed \$266,176.86; and

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

**WHEREAS**, the maximum dollar amount of each assessment unit shall be between \$11,525.12 to \$27,066.57 per parcel; and

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

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

1. The Special Assessment Roll for the 68<sup>th</sup> St. North Water Main Extension Project (WUD 16-079) is hereby approved and confirmed, and the special assessments set forth therein shall be collected in accordance with the provisions of the Uniform Assessment Collection Act and Ordinance 2001-0010.

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

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

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

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

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

Commissioner Paulette Burdick, Mayor  
Commissioner Melissa McKinlay, Vice Mayor  
Commissioner Hal Valeche  
Commissioner Dave Kerner  
Commissioner Steven L. Abrams  
Commissioner Mary Lou Berger  
Commissioner Mack Bernard

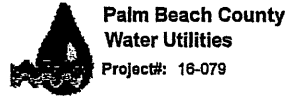
The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By \_\_\_\_\_

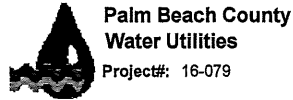


**Assessment Roll - Tentative**  
68TH STREET NORTH  
WATER MAIN EXTENSION

FUND AGENCY ORG	COMMISSION DISTRICT	SECTION TOWNSHIP RANGE
	6 MELISSA MCKINLAY	36 42S 40E

No.	Homeowner	PCN/Legal Description	Feet	Cost/Per Foot	Total Assessment	Annual Cost/Per Foot	Annual Cost/Per Year	Notes
1	DE AMINI EVA KOVES	00-40-42-36-00-000-137.0  36-42-40, S 242.9 FT OF N 3016.5 FT A/K/A M-201	275.90	\$56.33	\$15,541.45	4.7136567	\$1,300.50	
2	CARDONA CESAR	00-40-42-36-00-000-138.0  36-42-40, S 242.9 FT OF N 3221.1 FT A/K/A M-171	204.60	\$56.33	\$11,525.12	4.7136567	\$964.41	
3	HUNTER, EDWARD & DENISE	00-40-42-36-00-000-139.0  36-42-40, S 242.9 FT OF N 3425.7 FT A/K/A M-164	204.60	\$56.33	\$11,525.12	4.7136567	\$964.41	
4	CARPINO, MICHAEL	00-40-42-36-00-000-140.0  36-42-40, S 242.9 FT OF N 3630.3 FT A/K/A M-132	204.60	\$56.33	\$11,525.12	4.7136567	\$964.41	
5	RODRIGUEZ, WILLIAM	00-40-42-36-00-000-141.0  36-42-40, S 242.9 FT OF N 3834.9 FT A/K/A M-125	204.60	\$56.33	\$11,525.12	4.7136567	\$964.41	

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



**Palm Beach County  
Water Utilities**  
Project#: 16-079

**Assessment Roll - Tentative**

88TH STREET NORTH  
WATER MAIN EXTENSION

<b>FUND AGENCY ORG</b>	<b>COMMISSION DISTRICT</b>	<b>SECTION TOWNSHIP RANGE</b>		
	6 MELISSA MCKINLAY	36	42S	40E

No.	Homeowner	PCN/Legal Description	Feet	Cost/Per Foot	Total Assessment	Annual Cost/Per Foot	Annual Cost/Per Year	Notes
6	VALENTINE RICHARD D	00-40-42-36-00-000-142.0  36-42-40, S 242.9 FT OF N 981.6 FT OF E 276 FT OF W 4110.9 FT A/K/A M-94	276.00	\$56.33	\$15,547.08	4.7136567	\$1,300.97	
7	PAIGE, PATRICIA A	00-40-42-36-00-000-143.0  36-42-40, S 242.9 FT OF N 981.6 FT OF E 244.6 FT OF W 4355.5 FT A/K/A M-87	244.60	\$56.33	\$13,778.32	4.7136567	\$1,152.96	
8	GOOSSENS, CHAD	00-40-42-36-00-000-144.0  36-42-40, S 242.9 FT OF N 981.6 FT OF E 204.6 FT OF W 4560.1 FT A/K/A M-80	204.60	\$56.33	\$11,525.12	4.7136567	\$964.41	
9	EIKOV, MATTHEW	00-40-42-36-00-000-145.0  36-42-40, S 242.9 FT OF N 981.6 FT OF E 204.6 FT OF W 4764.7 A/K/A M-53	204.60	\$56.33	\$11,525.12	4.7136567	\$964.41	
10	ACOSTA ,EDGAR M	00-40-42-36-00-000-146.0  36-42-40, S 242.9 FT OF N 981.6 FT OF E 204.6 FT OF W 4969.3 FT A/K/A M-46	204.60	\$56.33	\$11,525.12	4.7136567	\$964.41	

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





**Palm Beach County  
Water Utilities**  
Project#: 16-079

**Assessment Roll - Tentative**

68TH STREET NORTH  
WATER MAIN EXTENSION

FUND	AGENCY	ORG	COMMISSION DISTRICT			SECTION	TOWNSHIP	RANGE
			6 MELISSA MCKINLAY			36	42S	40E

No.	Homeowner	PCN/Legal Description	Feet	Cost/Per Foot	Total Assessment	Annual Cost/Per Foot	Annual Cost/Per Year	Notes
11	PHAM, CUONG & NGUYEN DUNG	00-40-42-36-00-000-152.0 36-42-40, S 272.9 FT OF N 4764.7 FT A/K/A M-54 1254.5 FT OF E 204.6 FT OF W	204.60	\$56.33	\$11,525.12	4.7136567	\$964.41	
12	PAIGE, THOMAS R JR & KAREN L	00-40-42-36-00-000-153.0 36-42-40, S 272.9 FT OF N 4560.1 FT A/K/A M-79 1254.5 FT OF E 204.6 FT OF W	204.60	\$56.33	\$11,525.12	4.7136567	\$964.41	
13	RROSES LLC (RUDOLPH E. TINKER)	00-40-42-36-00-000-155.0 36-42-40, S 272.9 FT OF N 4110.9 FT A/K/A M-95 1254.5 FT OF E 276 FT OF W	276.00	\$56.33	\$15,547.08	4.7136567	\$1,300.97	
14	JUSTIN, ERIC & TRACEY	00-40-42-36-00-000-156.0 36-42-40, S 272.9 FT OF N 3834.9 FT A/K/A M-124 1254.5 FT OF E 204.6 FT OF W	204.60	\$56.33	\$11,525.12	4.7136567	\$964.41	
15	HARRIS, THOMAS	00-40-42-36-00-000-157.0 36-42-40, S 272.9 FT OF N 3630.3 FT A/K/A M-133 1254.5 FT OF E 204.6 FT OF W	204.60	\$56.33	\$11,525.12	4.7136567	\$964.41	

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



**Palm Beach County  
Water Utilities**  
Project#: 16-079

**Assessment Roll - Tentative**

68TH STREET NORTH  
WATER MAIN EXTENSION

FUND	AGENCY	ORG	COMMISSION DISTRICT			SECTION	TOWNSHIP	RANGE
			6 MELISSA MCKINLAY			36	42S	40E

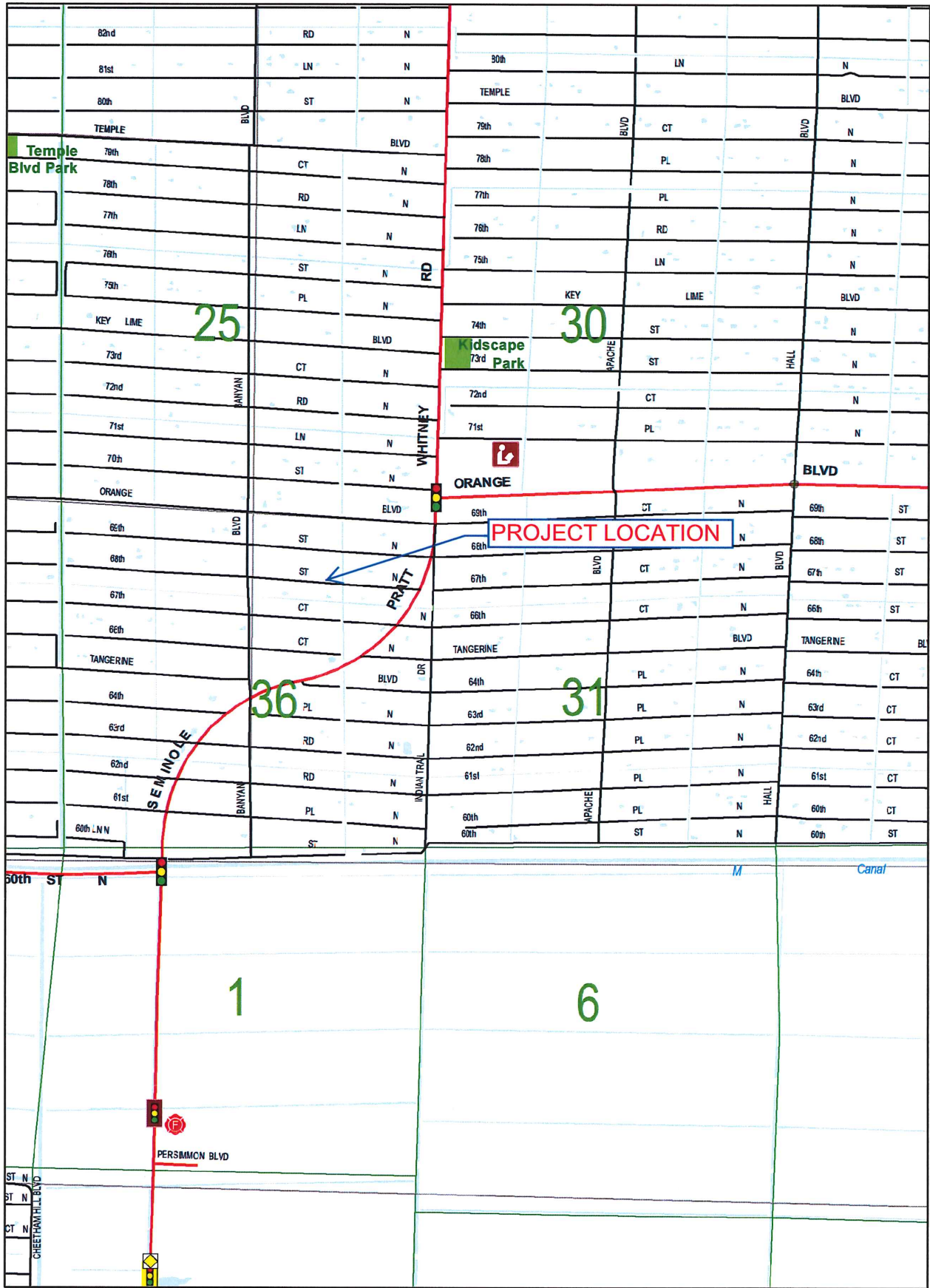
No.	Homeowner	PCN/Legal Description	Feet	Cost/Per Foot	Total Assessment	Annual Cost/Per Foot	Annual Cost/Per Year	Notes
16	HARRIS CLINTON M &	00-40-42-36-00-000-158.0  36-42-40, S 272.9 FT OF N 1254.5 FT OF E 204.6 FT OF W 3425.7 FT A/K/A M-163	204.60	\$56.33	\$11,525.12	4.7136567	\$964.41	
17	BOLLINE, DANIEL & JOELLE	00-40-42-36-00-000-159.0  36-42-40, S 272.9 FT OF N 1254.5 FT OF E 480.5 FT OF W 3221.1 FT A/K/A M-172 & M-200	480.50	\$56.33	\$27,066.57	4.7136567	\$2,264.91	
18	PEDROSA, AMADEU & LINDA	00-40-42-36-00-000-167.0  36-42-40, S 272.9 FT OF N 1254.5 FT OF E 244.6 FT OF W 4355.5 FT A/K/A M-88	244.60	\$56.33	\$13,778.32	4.7136567	\$1,152.96	
			<b>Total:</b>	<b>4,252.80</b>	<b>Total: \$239,560.26</b>			

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

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



# ATTACHMENT 2



**ATTACHMENT 3**

**TENTATIVE REPORT OF COST**  
68th STREET NORTH  
**WATER MAIN EXTENSION**  
**SPECIAL ASSESSMENT PROJECT**  
PROJECT NO. WUD 16-079  
COMMISSION DISTRICT 6  
SECTION 36, TOWNSHIP 42 SOUTH, RANGE 40 EAST  
FUND 4011 DEPT. 721 ORG. W031 OBJECT 6543

Construction Price Estimated	\$199,512.45
Construction Contingency (10%) (1)	\$19,951.25
Inspection Fee (4%) (2)	\$7,980.50
Engineering Fee (3)	\$28,746.20
Administration Fee (5%) (4)	\$9,975.62
<b>Total Project Cost</b>	<b>\$266,166.02</b>
Financial Support Discount	\$26,616.60
Administrative Adjustment (5)	\$10.84
<b>Total Assessable Cost</b>	<b>\$239,560.26</b>
Total Front Footage	4,253
<b>Cost Per Foot</b>	<b>\$56.33</b>

Notes:

1. Construction Contingency is 10% of the Construction Cost
2. Inspection fee is 4% of the Construction Cost.
3. Engineering Fee of \$28,746.20 is for the cost of survey, design and permitting from Holtz Consulting Engineer.
4. Administrative Fee is 5% of the Construction Cost.
5. Administrative Adjustment is used to round the cost per parcel to the nearest cent.

**WORK AUTHORIZATION NO. 09**

**Palm Beach County Water Utilities Department  
Pipeline Continuing Construction Contract 16-013**

**Project Title: 68<sup>th</sup> St. North Water Main Extension**

**Project No. WUD 16-079**

**District: 6**

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

**THIS AUTHORIZATION No.09** to the Contract for Construction Services dated July 12, 2016 (R2016 -0902), by and between Palm Beach County and the Contractor identified herein, is for the Construction Services of this Work Authorization. The Contract provides for 3.28% SBE participation overall. This Work Authorization includes 13.59% overall participation. The cumulative proposed SBE participation, including this authorization is 11.96% overall. Additional authorization will be utilized to meet or exceed the stated overall participation goal;

1. CONTRACTOR: Johnson-Davis Incorporated

2. ADDRESS: 604 Hillbrath Drive, Lantana, FL 33462

3. Description of Services (Scope of Work) to be provided by the Contractor:  
**Contractor shall perform the engineering Scope of Services as described here which includes the installation of approx. 2,255 L. F. 8" PVC Water line., 8" Directional Bore, assorted Valves and Fire Hydrants with restoration including sod and gravel driveways and associated appurtenances.**

4. Services completed by the Contractor to date:

**See ATTACHMENT G.**

5. Contractor shall begin work promptly or deliver ordered materials within the following calendar days from the issuance of Notice to Proceed (NTP):

Substantial Completion 90 Calendar Days

Final Construction Completion 120 Calendar Days

Liquidated damages will apply as follows:

\$500.00 per day past substantial completion date.

\$250.00 per day past final completion date.

(For Liquidated Damages Rates see **ATTACHMENT B**)

6. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$199,512.45

7. EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated July 12, 2016 remain in full force and effect.

WORK AUTHORIZATION NO. 09

Project No. WUD 16-079

Project Title: 68<sup>th</sup> St. North Water Main Extension

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Sharon R. Bock, Clerk & Comptroller,  
Palm Beach County

Palm Beach County,  
Board of County Commissioners

ATTEST:

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

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

Paulette Burdick, Mayor

Typed Name: \_\_\_\_\_

Deputy Clerk

\_\_\_\_\_  
Date

JCS

Approved as to Form and Legal  
Sufficiency

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

Typed Name: \_\_\_\_\_

County Attorney

CONTRACTOR: Johnson-Davis, Inc.

ATTEST:

Witness

(Signature)

CHRIS JOHNSON, SEER/TREAS.  
(Name and Title)

ROBERT A. WOPNER, V.P.  
(Name and Title)

(CORPORATE SEAL)

02/28/17

Date

**LIST OF ATTACHMENTS**

**WORK AUTHORIZATION NO. 09**

**Palm Beach County Water Utilities Department  
Pipeline Continuing Construction Contract 16-013**

<b>ATTACHMENT – A</b>	Compensation Summary (Scope of Work)
<b>ATTACHMENT – B</b>	Rate for Liquidated Damages
<b>ATTACHMENT – C</b>	Public Construction Bond
<b>ATTACHMENT – D</b>	Form of Guarantee
<b>ATTACHMENT – E</b>	Work Authorization Schedule of Bid Items
<b>ATTACHMENT – F</b>	SBE Schedule 1 and Schedule 2
<b>ATTACHMENT – G</b>	Authorization Status Report - Summary and Status of Authorizations
<b>ATTACHMENT – H</b>	Authorization Status Report - Summary of SBE/Minority Business Tracking
<b>ATTACHMENT – I</b>	Location Map

# ATTACHMENT A

## WORK AUTHORIZATION NO. 09

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

### SCOPE OF WORK FOR

#### 68<sup>th</sup> St. North Water Main Extension

#### INTRODUCTION

Palm Beach County (County) entered into an agreement entitled Contract for Pipeline Continuing Construction Services - Palm Beach County Water Utilities Department Project No. WUD 16-013 (CONTRACT) with Johnson-Davis Incorporated (CONTRACTOR) to provide construction services for various general activities on the Pipeline Continuing Construction Contract dated July 12, 2016, (R2016 - 0902). This Work Authorization will be performed under that CONTRACT.

**This Work Authorization encompasses providing services related to 68<sup>th</sup> St. North Water Main Extension**

#### SCOPE OF SERVICES

**Contractor shall perform the engineering Scope of Services as described here which includes the installation of approx. 2,255 L. F. 8" PVC Water line., 8" Directional Bore, assorted Valves and Fire Hydrants with restoration including sod and gravel driveways and associated appurtenances.**

#### COMPENSATION

Compensation shall not exceed \$199,512.45 in accordance with the unit prices established in the Contract for construction services dated July 12, 2016 as approved by the Board of County Commissioners.

#### SBE PARTICIPATION

SBE participation is included in **ATTACHMENT F** under this Authorization. The attached Schedule 1 defines the SBE applied to this Authorization/Contract and Schedule 2 establishes the SBE contribution from each subcontractor (Letter of Intent to perform as an SBE).

# ATTACHMENT B

## WORK AUTHORIZATION NO. 09

**Palm Beach County Water Utilities Department  
Pipeline Continuing Construction Contract 16-013.**

### **Rates for Liquidated Damages**

Palm Beach County Water Utilities Department shall establish liquidated damages rates for each Work Authorization based on the dollar amount and time sensitivity of the project. The rates shall be as follows according to a criticality rating of 1 through 3 assigned to each Work Authorization by the Department as established below:

**Highly Important Project (Criticality 1): Liquidated Damages**

**\$1,500** per day after Substantial Completion Date

**\$1,000** per day after Final Completion Date

**Moderately Important Project (Criticality 2): Liquidated Damages**

**\$1,000** per day after Substantial Completion Date

**\$500** per day after Final Completion Date

**Low Important Project (Criticality 3): Liquidated Damages**

**\$500** per day after Substantial Completion Date

**\$250** per day after Final Completion Date



**PUBLIC CONSTRUCTION BOND – WORK AUTHORIZATION NO. 09 WUD 16-079**  
**TO CONTINUING CONTRACT NO. WUD 16-013**

BOND NUMBER: 016074177

WORK AUTHORIZATION/BOND AMOUNT: \$199,512.45

CONTRACTOR'S NAME: Johnson-Davis, Incorporated

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

CONTRACTOR'S PHONE: (561) 588-1170

SURETY COMPANY: Liberty Mutual Insurance Company

SURETY'S ADDRESS: 175 Berkeley Street  
Boston, MA 02116  
  
(617) 357-9500

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 8100 Forest Hill Boulevard  
West Palm Beach, FL 33413

OWNER'S PHONE: (561) 493-6000

DESCRIPTION OF WORK: 68<sup>th</sup> St. North Water Main Extension which includes the installation of approx. 2,255 L. F. 8" PVC Water line., 8" Directional Bore, assorted Valves and Fire Hydrants with restoration including sod and gravel driveways and associated appurtenances.

COUNTY'S PROJECT NUMBER: WUD 16-079

PROJECT LOCATION: District 6

LEGAL DESCRIPTION: Section 36, Township 42, Range 40

**PUBLIC CONSTRUCTION BOND**

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Authorization No. 09, to Continuing Contract No. WUD 16-013 dated on \_\_\_\_\_, 20\_\_\_\_.

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

One Hundred Ninety Nine Thousand Five Hundred Twelve and 45/100 Dollars (\$199,512.45)  
(Here insert a sum equal to the Work Authorization/Bond Amount from page 1)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_, entered into Work Authorization No. 09 to Continuing Contract No. WUD 16-013 with the County for

Work Authorization Project Name: 68<sup>th</sup> St. North Main Extension  
Work Authorization Project No.: WUD 16-079  
Project Description: 68th St. North Water Main Extension which includes the installation of approx. 2,255 L. F. 8" PVC Water line., 8" Directional Bore, assorted Valves and Fire Hydrants with restoration including sod and gravel driveways and associated appurtenances.  
Project Location: District 6

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Palm Beach County Water Utility Department  
Location of Firm: 8100 Forest Hill Boulevard, West Palm Beach, FL 33413  
Phone: (561) 493-6000  
Fax: (561) 493-6133

which Work Authorization No. 09, to Continuing Contract No. WUD 16-013 is by reference made a part hereof in its entirety, and is hereinafter referred to as the Work Authorization.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Work Authorization dated \_\_\_\_\_, between Principal and County for the design and construction of 68th St. North Water Main Extension, Project, WUD 16-079, 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
2. 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

3. 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
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida and not elsewhere.

Jim M. A.  
 Witness

LORIS DITZ PALKEY  
 Print name

**Johnson-Davis, Incorporated**

Robert A. Hooper  
 Principal (Seal)

ROBERT A. HOOPER  
 Print name

VICE PRESIDENT  
 Title

Elizabeth Sterling  
 Witness

Elizabeth Sterling  
 Print name

**Liberty Mutual Insurance Company**

Maria Signorile  
 Surety (Seal)

Maria Signorile  
 Print name

Attorney-in-Fact  
 Title

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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.

Certificate No. 7541525

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

**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, James F. Dunn; Maria Signorile; Wesley P. Williams

all of the city of Atlanta, state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of November, 2016.



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

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 10th day of November, 2016, 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, 2017  
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 \_\_\_\_\_, 20\_\_\_\_\_.



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.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**FORM OF GUARANTEE**

Bond Number: 016074177

GUARANTEE FOR (Contractor and Surety Name)

Johnson-Davis, Incorporated, Contractor and Liberty Mutual Insurance Company, Surety

We the undersigned hereby guarantee that the **Pipeline Continuing Construction Contract 2016, Project Number WUD 16-013, Work Authorization Number 09, WUD 16-079**, 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. When correction work is started, it shall be carried through to completion.

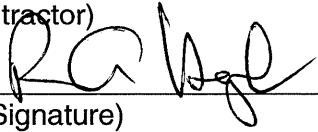
In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed 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, engineer, architect as applicable) agree that the provisions of Florida Statute Chapter 558 shall not apply to this (contract, agreement as applicable).

DATED \_\_\_\_\_  
(notice of completion filing date)

**SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY**

Johnson-Davis, Incorporated \_\_\_\_\_ (Seal)  
(Contractor)

By:   
(Signature)

ROBERT A. KOCUR, J. C.  
(Printed Name)

Liberty Mutual Insurance Company \_\_\_\_\_ (Seal)  
(Surety)

By:   
(Signature)

Maria Signorile, Attorney-in-Fact  
(Printed Name)

**END OF SECTION**

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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.

Certificate No. 7541530

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

**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, James F. Dunn; Maria Signorile; Wesley P. Williams

all of the city of Atlanta, state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of November, 2016.



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

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 10th day of November, 2016, 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, 2017  
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.

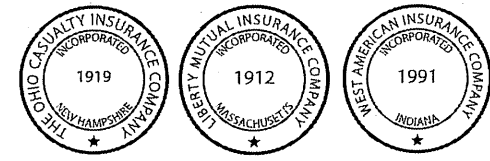
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, 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 \_\_\_\_\_, 20\_\_\_\_\_.



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.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**SCHEDULE OF BID ITEMS**

Palm Beach County Water Utility Department  
 Pipeline Continuing Construction Contract - WUD 16-079

Work Authorization No.: 09

Contractor Name: Johnson-Davis Inc.

Project Name: 68th St. North Water Main Extension

Project No.: WUD 16-079

NO.	BID ITEM (Furnish and Install with Appurtenances)	QUANTITY	UNIT	UNIT PRICE	TOTAL
7	8" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	2,255	L.F.	\$22.00	\$49,610.00
29	Ductile Iron Fittings for Water Main/Reclaimed Water Main	1	Tons	\$4,800.00	\$3,614.40
33	8" HDPE Directional Drill Water Main/Reclaimed Water Main/Wastewater Force Main	130	L.F.	\$75.00	\$9,750.00
52	8" DIP/PVC x HDPE Adapter	2	Each	\$480.00	\$960.00
59	6" Mechanical Joint Restraint for DIP	2	Each	\$200.00	\$400.00
68	8" Mechanical Joint Restraint for PVC	43	Each	\$250.00	\$10,750.00
85	8" PVC Pressure Pipe Restraint Harness	22	Each	\$150.00	\$3,300.00
104	8" Gate Valve & Valve Box	6	Each	\$1,350.00	\$8,100.00
153	Fire Hydrant Assembly with Captivator Caps, 6" Gate Valve & Anchor Tee Assembly & 10-ft of 6" R.J. DIP	6	Each	\$5,300.00	\$31,800.00
157	Sample Points W/Double Strap Saddle & Corp. Stop	1	Each	\$900.00	\$900.00
158	Sample Points on Fire Hydrants	4	Each	\$600.00	\$2,400.00
166	Short Single 5/8" Meter Service (1-1/2" PVC) (up to 10' long)	10	Each	\$1,050.00	\$10,500.00
170	Long Single 5/8" Meter Service (1-1/2" PVC with 3" Casing up to 40' long)	8	Each	\$1,650.00	\$13,200.00
187	4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	1	Each	\$2,800.00	\$2,800.00
205	Limerock/Shell Driveway or Roadway Removal and Restoration	80	Tons	\$30.00	\$2,400.00
211	Bahia Sod	2,305	Sq. Yd.	\$4.00	\$9,220.00
214	Record Drawing	2,385	L.F.	\$2.00	\$4,770.00
215	Construction Survey	2,385	L.F.	\$2.00	\$4,770.00
216	Preconstruction Video Taping	2,385	L.F.	\$0.50	\$1,192.50
217	Mail Box Removal and Reinstallation	8	Each	\$150.00	\$1,200.00
218	Maintenance of Traffic Residential Street	2,385	L.F.	\$1.00	\$2,385.00
219	Maintenance of Traffic Arterial Roadway	100	L.F.	\$2.00	\$200.00
220	Maintenance of FDOT Roadway	100	L.F.	\$3.00	\$300.00
221	Density Tests	92	Each	\$35.00	\$3,220.00
222	Proctor Tests	2	Each	\$90.00	\$180.00
225	Demucking with Imported Clean Fill	20	Cu. Yd.	\$20.00	\$400.00
230	Compacted Clean Fill	20	Cu. Yd.	\$12.00	\$240.00
269	Silt Fence	2,255	L.F.	\$1.50	\$3,382.50
	<b>SUBTOTAL BASE BID PRICE (Item 1-286)</b>				<b>\$181,944.40</b>
NO.	<b>ADDITIONAL WORK/MOBILIZATION/DEMobilIZATION</b>	QUANTITY	UNIT	UNIT PRICE	
287	Additional work not included in Bid Items (Max 15% of Subtotal Base Bid Price)	1	Lump Sum	\$11,200.00	\$11,200.00
288	Mobilization (2.5% of Subtotal Base Bid Price)	1	Lump Sum	2.5%	\$4,548.61
289	Demobilization (1.0% of Subtotal Base Bid Price)	1	Lump Sum	1.0%	\$1,819.44
	<b>SUBTOTAL ADDITIONAL WORK/MOBILIZATION/DEMobilIZATION BID PRICE (Item 287-289)</b>				<b>\$17,568.05</b>
	<b>TOTAL BID PRICE</b>				<b>\$199,512.45</b>



Work Authorization No.: 09  
 Contractor Name: Johnson-Davis Inc.  
 Project Name: 68th St. North Water Main Extension  
 Project No.: WUD 16-079

<u>NO.</u>	<u>BID ITEM (Furnish and Install with Appurtenances)</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<u>NO.</u>	<u>ADDITIONAL WORK</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
287	FILL & FLUSH ASSEMBLY	1	EA	\$2,800.00	\$2,800.00
287	AUTOMATIC FLUSHING ASSEMBLY TYPE 1	1	EA	\$5,200.00	\$5,200.00
287	DRIVEWAY CULVERT CONFLICTS	1	LS	\$3,200.00	\$3,200.00
	<b>SUBTOTAL ADDITIONAL WORK (Item 287)</b>				<b>\$11,200.00</b>

**ATTACHMENT F**

SCHEDULE #1

LIST OF PROPOSED SBE-M/WBE PRIME/SUBCONTRACTORS

PROJECT NAME: 68th St. North Water Main Extension PROJECT NUMBER: WUD 16-079  
 NAME OF PRIME BIDDER: Johnson-Davis Incorporated ADDRESS: 604 Hillbrath Drive, Lantana, FL 33462  
 CONTACT PERSON: Thom Lardiere/ Bernie Vito PHONE NO. 561-588-1170 FAX NO. 561-585-5252  
 BID OPENING DATE: \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

Name, Address and Telephone Number of Minority Contractor	PLEASE IDENTIFY ALL APPLICABLE CATEGORIES (Check one or both Categories)					Dollar Amount	
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Utility Supply Associates Inc. 561-493-9900 140 Commerce Rd., Boynton Beach, FL 33426	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$ 21,178.80	\$
Nutting Engineers of Florida, Inc. Ph: 561-736-4900 1310 Neptune Drive, Boynton Beach, FL 33426	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$ 1,806.00	\$
Agricultural Land Services Inc. Ph: 561-732-6105 12265 State Road 7, Boynton Beach, FL 33473	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$ 4,140.00	\$
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
<b>PRIME CONTRACTOR TO COMPLETE:</b>	<b>TOTAL</b>		\$0.00	\$0.00	-	\$27,124.80	\$
<b>BID PRICE: \$ 199,512.45</b>	<b>Total Value of SBE Participation:</b>		<b>\$27,124.80</b>				

- NOTE:
- The amount listed on this form for a Subcontractor must be supported by price or percentage included on Schedule 2 or a proposal from each Subcontractor listed in order to be counted toward goal attainment.
  - 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 M/WBE, please indicate the dollar amount under the appropriate category.
  - M/WBE information is being collected for tracking purposes only.

ATTACHMENT F

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO. WUD 16-079 PROJECT NAME: 68<sup>th</sup> St. North Water Main Extension

TO: Johnson-Davis Inc  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise  Minority Business Enterprise

Black  Hispanic  Women  Caucasian  Other (Please Specify)

Date of Palm Beach County Certification: 8-22-16

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail, particular work items or parts thereof to be performed):

Line Item/Lot No.	Item Description	Qty / Units	Unit Price	Total Price
<u>7-187</u>	<u>Pipe/Fittings/Valves</u>	<u>1 L.S.</u>	<u>35,298</u>	<u>35,298</u>

Itemized breakdown is too numerous to list

at the following price

\$ 35,298

(Subcontractor's quote)

And will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ -0-N/A

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

UTILITY SUPPLY ASSOCIATES  
(Print Name of SBE-M/WBE Subcontractor)

By: [Signature]  
(Signature)

William Potts Secretary  
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 2-20-2017

\$35,298 @ 60%  
=> \$ 21,178.80

ATTACHMENT F

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO WUD 16-079 PROJECT NAME: 68<sup>th</sup> St. North Water Main Extension

TO: Johnson-Davis Inc.  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) – (check one or more, as applicable):

Small Business Enterprise  Minority Business Enterprise

Black  Hispanic  Women  Caucasian  Other (Please Specify)

Date of Palm Beach County Certification: 8/07/16 - 8/06/19

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail, particular work items or parts thereof to be performed):

Line Item/Lot No.	Item Description	Qty / Units	Unit Price	Total Price
<u>211</u>	<u>Burly Seed</u>	<u>2300 sy.</u>	<u>1.80</u>	<u>4140</u>
				<u>4140</u>

at the following price Four Thousand One Hundred Forty dollars  
\$ 4140  
(Subcontractor's quote)

And will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.  
If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ \_\_\_\_\_

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

Agricultural Land Services, Inc.  
(Print Name of SBE-M/WBE Subcontractor)

By: [Signature]  
(Signature)

Mike Jones  
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: Feb 20, 2017

ATTACHMENT F

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO WUD 16-079 PROJECT NAME 68<sup>th</sup> St. North Water Main Extension

TO Johnson Davis Turco Inc.  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable)

Small Business Enterprise  Minority Business Enterprise \_\_\_\_\_

Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian  Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: September 30, 2014 to September 29, 2017

The undersigned is prepared to perform the following described work in connection with the above project  
(Specify in detail, particular work items or parts thereof to be performed):

Line Item/Lot No.	Item Description	Qty / Units	Unit Price	Total Price
<u>221</u>	<u>Density Test</u>	<u>92ea</u>	<u>18</u>	<u>1656</u>
<u>222</u>	<u>Penetration Test</u>	<u>2ea</u>	<u>75</u>	<u>150</u>
<u>Total</u>				<u>1806</u>

at the following price \$ One Thousand Eight Hundred Six dollars and 300 cents  
(Subcontractor's quote)

And will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ \_\_\_\_\_

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

Nutting Engineers of Florida, Inc.  
(Print Name of SBE-M/WBE Subcontractor)  
By: Richard Wohlfarth  
(Signature)  
Richard Wohlfarth, PE, Principal/Director of Engineering  
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: February 15, 2017



**ATTACHMENT H**  
**AUTHORIZATION STATUS REPORT**

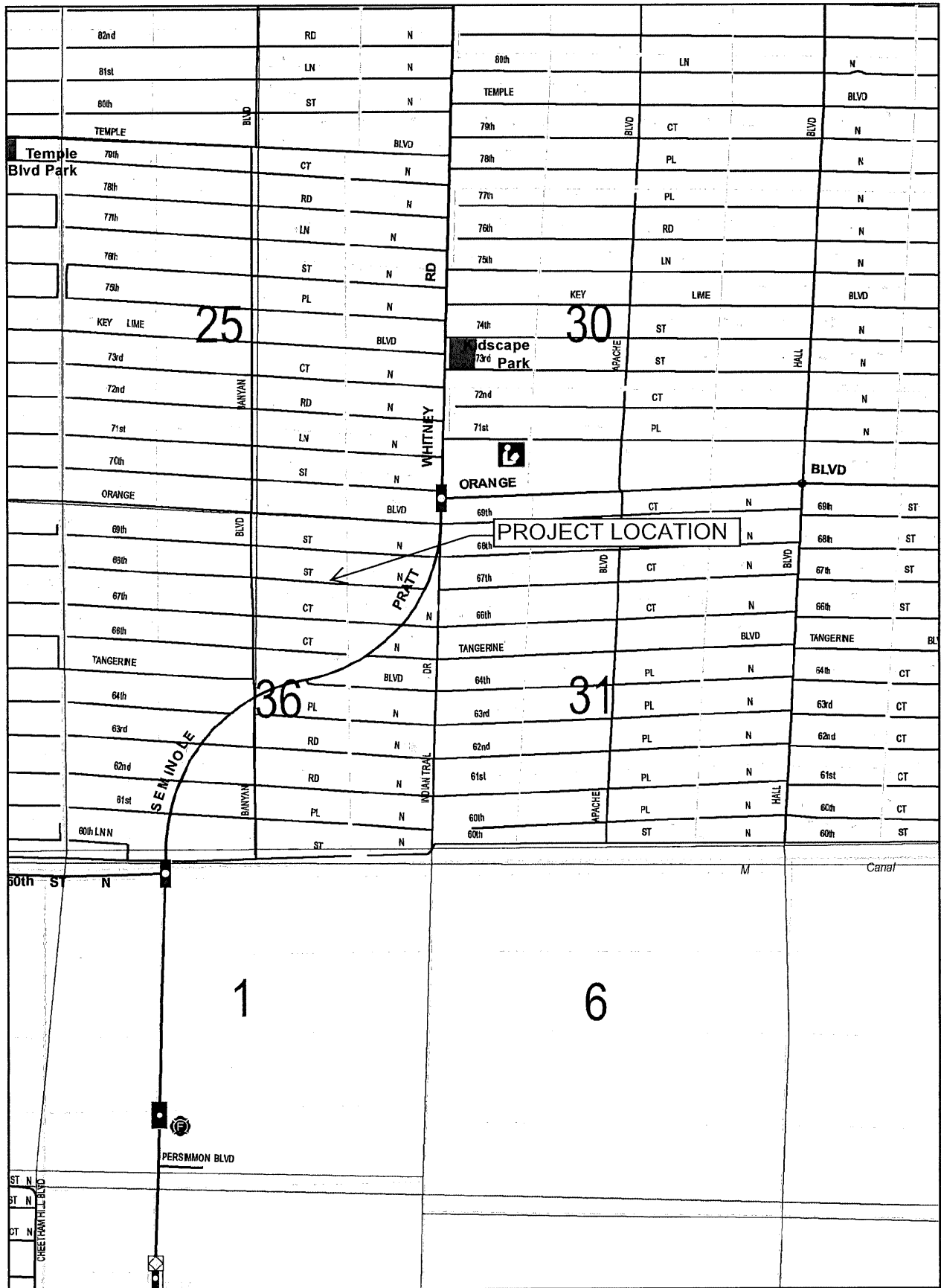
SUMMARY OF  
SBE / MINORITY BUSINESS TRACKING

	Total	SBE
<b>Current Proposal 09</b>		
Value of Authorization No. 09	\$199,512.45	
Value of SBE - M/WBE Letters of Intent	\$27,124.80	\$27,124.80
Actual Percentage	13.59%	13.59%
<b>Signed/Approved Authorizations</b>		
Total Value of Authorizations	\$3,376,323.19	
Total Value of SBE - M/WBE Signed Subcontracts	\$400,829.96	\$400,829.96
Actual Percentage	11.87%	11.87%
<b>Signed/Approved Authorizations Plus Current Proposal</b>		
Total Value of Authorizations	\$3,575,835.64	
Total Value of Subcontracts & Letters of Intent	\$427,954.76	\$427,954.76
Actual Percentage	11.96%	11.96%
<b>GOAL</b>	<b>3.28%</b>	<b>11.96%</b>

Revised (12-9-14)



# ATTACHMENT I



## ATTACHMENT 5

### Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Tuesday, March 14, 2017

- 

Insured: Johnson-Davis, Inc. Insured ID: 16-013-PBC

Status: Compliant

ITS Account Number: PLC2098

Project(s): Palm Beach County - Water Utilities

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 3/1/2018			
General Aggregate:	\$1,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$2,000,000	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$1,000,000	\$2,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 3/1/2018			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	Hired Autos	
	Non-Owned Autos	Non-Owned Autos	
Combined Single Limit:	\$1,000,000	\$2,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 3/1/2018			
Each Accident:	\$100,000	\$1,000,000	
Disease - Policy Limit:	\$500,000	\$1,000,000	
Disease - Each Employee:	\$100,000	\$1,000,000	
<u>Inland Marine/Transit Insurance</u>			
Expiration: 3/1/2018			
	Loss Payee Endorsement	Loss Payee Endorsement	

Notifications ([Show All](#))

The following letters were issued:

Feb 20 2017 - Renewal Letter

Do you have an updated Certificate? Click the button below to submit a Certificate.

# The Palm Beach Post

Palm Beach Daily News



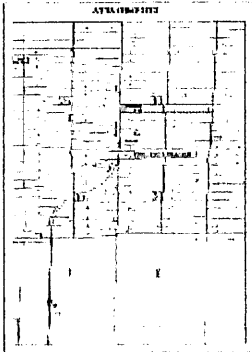
**NOTICE OF SPECIAL ASSESSMENT  
PURSUANT TO PALM BEACH COUNTY  
ORDINANCE NO. 2001-0010  
ASSESSED BY PARCEL  
68<sup>th</sup> ST. NORTH WATER MAIN EXTENSION  
WATER MAIN EXTENSION PROJECT  
SPECIAL ASSESSMENT PROGRAM  
PROJECT NO. WUD 16-079  
SECTION 36, TOWNSHIP 42S, RANGE 40E  
PALM BEACH COUNTY, FLORIDA**

NOTICE IS HEREBY GIVEN TO OWNERS OF REAL PROPERTY AMONG THE ABOVE REFERENCED IMPROVEMENT PROJECT, that each parcel of land shall be subject to a special assessment so that 100% of the assessable cost of the water main extension improvement project described above shall be paid by special assessments upon all specially benefited parcels in 68<sup>th</sup> St. North project area.

YOU ARE FURTHER ADVISED that all parcels subject to special assessment shall be assessed by the front-loading method of assessment in the amount of \$11,825.15 to \$27,234.57 per parcel, so as to fairly allocate the cost of said project, and that if said assessment is approved by the Board of County Commissioners, a lien will be placed on all parcels subject to special assessment pending satisfaction of the individual parcel assessment balance. The total assessable cost for the 18 properties is \$266,178.86. The special assessment shall be collected by the Tax Collector of Palm Beach County through the Uniform Assessment Collection Act in the annual property tax bill and shall be collected in twenty equal annual installments of principal plus 5-1/2% interest or may be paid in full without interest within thirty (30) days of notification of final completion of the special assessment project by the Clerk of the Circuit Court. Failure to pay the special assessment will cause a foreclosure to be issued against the property, which may result in additional fees and loss of title.

ALL INTERESTED PERSONS are advised that the description of each parcel to be specially assessed and the amount to be assessed to each parcel, may be ascertained at the Administration Office of the Palm Beach County Water Utilities Department located at 8100 Forest Hill Blvd, West Palm Beach, Florida 33411, or by contacting the Project Manager, Philip Phrasomwiloon, E.I. (Telephone: 561-493-6247). The amount of said special assessments and the collection of the assessment roll are subject to final approval by the Board of County Commissioners at a Public Hearing to be held beginning at 9:30 A.M., on Tuesday, May 16, 2017, in the Commission Chambers of the Board of County Commissioners, 6th Floor of Governmental Office Center, 331 North Olive Avenue, West Palm Beach, Florida, at which time and place any necessary adjustment or explanation of said special assessments will be made in accordance with the law. Property owners have a right to appear and file written comments with the Board of County Commissioners prior to or during the Public Hearing.

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



This Notice given this 14 day of March, 2017. PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

By: Hassan Hadjivry, P.E.  
Assistant Director, Palm Beach County Water Utilities Dept.

ATTEST:  
SHARON R. BROCK BOARD OF COUNTY COMMISSIONERS  
CLERK AND COMPTROLLER PALM BEACH COUNTY, FLORIDA  
By: Faustina Burdick, MAYOR

PUB: Palm Beach Post, Sunday, March 19, 2017

PBC BOCC WATER UTILITIES PROOF OF PUBLICATION STATE OF FLORIDA COUNTY OF PALM BEACH Before the undersigned authority personally appeared Rosemary Hindmarch, who on oath says that she is Call Center Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertising for a Notice was published in said newspaper on First date of Publication 03/19/2017 and last date of Publication 03/19/2017 Affiant further says that the said The Post is a newspaper published at West Palm Beach, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she/he has neither paid nor promised any person, firm or corporation any discount rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Also published in Martin and St. Lucie Counties. NOTICE OF SPECIAL ASSESSMENT Ad ID: 1416231 Ad Cost: 700.00

Signed Rosemary Hindmarch  
Dori S. Foster

Sworn to and subscribed before 03/21/2017.  
Who is personally known to me.

