

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 6, 2020 Consent [X] Regular [ ]  
Public Hearing [ ]

Department: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Work Authorization (WA) No. 6 to the 2019 Pipeline Continuing Construction Contract (Contract) with Johnson-Davis Incorporated (Contractor) for the Utility Adjustments for the City of Belle Glade Road Resurfacing Project - Phase 1 (Project) in the amount of \$1,904,713.79.

**Summary:** On February 11, 2020, the Board of County Commissioners approved the Palm Beach County Water Utilities Department (PBCWUD) Contract (R2020-0160) with Contractor. WA No. 6 provides for the replacement of the existing water mains along NE Ave I, NE 20th St, NW 7th St, NW Ave C, NW Ave F, NW Ave J and SE 4th St in the City of Belle Glade. The Project includes the installation of approximately 1,000 linear feet of 6-inch and 8,700 linear feet of 8-inch water mains including the associated valves, fire hydrants, water services, site restoration and appurtenances in accordance with the construction documents and governing regulations. This Contract was procured under the requirements of the Equal Business Opportunity Ordinance. On April 3, 2019, the Goal Setting Committee applied an Affirmative Procurement Initiative of a mandatory 20% Small Business Enterprise (SBE) subcontracting participation. The Contract provides for 20.07% SBE participation. WA No. 6 includes 26.28% SBE participation. The cumulative SBE participation including WA No. 6 is 23.46%. Contractor is a Palm Beach County company. The Project is included in the PBCWUD FY21 budget. (PBCWUD Project No. 20-006) District 6 (MJ)

**Background and Justification:** The City of Belle Glade, in coordination with the Florida Department of Transportation, is undergoing roadway improvements and PBCWUD wishes to perform water main improvements prior to the start of the roadway project. PBCWUD has been experiencing water pressure concerns associated with the existing water system servicing the community. The existing water mains to be replaced under the Project are undersized and lack adequate fire protection. Completion of the work provided for in WA No. 6 will increase fire protection in the area, restore the service life, and increase efficiency and effectiveness of the water distribution system. The Project will also help to reduce the operations and maintenance workload and associated cost.

**Attachments:**

1. Three (3) Originals of Work Authorization No. 6
2. Location Map
3. Certificate of Liability Insurance

Recommended By: Jim Stiles Department Director Date 9-3-2020

Approved By: Zel J. Blum Assistant County Administrator Date 9/15/2020

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$1,904,714	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b><u>\$1,904,714</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>

**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:** \_\_\_\_\_

GR

**III. REVIEW COMMENTS**

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

OFMB 9/18 BR 9/19

Contract Development and Control 9/19/2020  
9/9/20 TW

**B. Legal Sufficiency:**

Assistant County Attorney 9/15/2020

**C. Other Department Review**

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

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

**WORK AUTHORIZATION NO. 6**

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

**Project Title:** Utility Adjustments for the City of Belle Glade Road Resurfacing Project - Phase 1

**WUD Project No.:** 20-006

**Contractor:** Johnson-Davis Incorporated

**Address:** 604 Hillbrath Drive, Lantana FL 33462

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

**District:** 6

This Work Authorization provides for: The replacement of approximately 9,750 linear feet of the existing water system along NE Avenue I, NE 20th Street, NW 7th Street, NW Avenue C, NW Avenue F, NW Avenue J and SE 4th Street in the City Belle Glade.

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

The Contract provides for 20.07% SBE Participation. This Work Authorization includes 26.28% participation. The cumulative proposed SBE participation including this authorization is 23.46%.

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                      240 Calendar Days  
Final Construction Completion              270 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. 6**

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

3. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$1,904,713.79.
4. This Work Authorization does not amend, change, or modify the Contract which remains in full force and effect.
5. All Attachments to this Authorization are incorporated herein and made a part of the Work Authorization.

WORK AUTHORIZATION NO. 6

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

Project Title: Utility Adjustments for the City of Belle Glade Road Resurfacing Project - Phase 1

WUD Project No. 20-006

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

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

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

Palm Beach County  
Board of County Commissioners

ATTEST:

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

*Handwritten initials*

\_\_\_\_\_  
Dave Kerner, Mayor *Jes*

Typed Name: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

Approved as to Form and Legal  
Sufficiency

Contractor: Johnson-Davis Incorporated

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

*Handwritten signature of Scott Johnson*

\_\_\_\_\_  
(Signature)

Typed Name: \_\_\_\_\_  
County Attorney

SCOTT JOHNSON, PRESIDENT  
(Name and Title)

8/13/20  
Date

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13 day of Aug, 2020, by Scott Johnson, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

*Handwritten signature of Larisa Ditu Pelkey*  
\_\_\_\_\_  
(Signature of Notary Public - State of Florida)



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

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

**WORK AUTHORIZATION NO. 6**

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

**LIST OF ATTACHMENTS**

<b>ATTACHMENT A</b>	Scope of Work
<b>ATTACHMENT B</b>	Summary and Status of Work Authorizations
<b>ATTACHMENT C</b>	Public Construction Bond
<b>ATTACHMENT D</b>	Form of Guarantee
<b>ATTACHMENT E</b>	Schedule of Bid Items
<b>ATTACHMENT F</b>	OEBO Schedules 1 and 2
<b>ATTACHMENT G</b>	Summary of SBE-M/WBE Business Tracking
<b>ATTACHMENT H</b>	Location Map

Revised 06/25/2020

# ATTACHMENT A

## SCOPE OF WORK AUTHORIZATION NO. 6

**WUD Project No.:** 20-006

**Project Title:** Utility Adjustments for the City of Belle Glade Road Resurfacing Project - Phase 1

Contractor shall perform:

The replacement of the existing water system along NE Avenue I, NE 20th Street, NW 7th Street, NW Avenue C, NW Avenue F, NW Avenue J and SE 4th Street in the City of Belle Glade. Project includes the installation of approximately 1,000 linear feet of 6-inch and 8,700 linear feet of 8-inch water pipes including the associated valves, fire hydrants, water services, site restoration and appurtenances in accordance with the construction documents and governing regulations.

Revised 06/25/2020

**ATTACHMENT B**

**SUMMARY AND STATUS OF WORK AUTHORIZATIONS**

Work Auth. No.	WUD Project No.	Title	Status	Project Total Amount	SBE Total	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
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 North Lago to Palmetto Park Road	Approved	\$189,547.25	\$48,749.20	25.71%	CRC	6/17/2020
4	15-102	Water Distribution System Improvements - Berkshire	Pending	\$692,911.60	\$148,228.88	21.41%	BCC	9/1/2020
5	15-102	Water Distribution System Improvements – Dillman Heights	Pending	\$1,656,136.21	\$373,624.33	22.56%	BCC	9/15/2020
6	20-006	Utility Adjustments for City of Belle Glade Road Resurfacing Project – Phase 1	Pending	\$1,904,713.79	\$500,578.00	26.28%	BCC	Pending
7	20-058	Century Village Water System Valve Program Year 3	Pending	\$513,220.80	\$118,810.62	23.15%	BCC	10/20/2020
8	19-043	Mahogany Lane Water Main Extension	Approved	\$80,144.53	\$29,083.00	36.28%	BCC	8/25/2020
9	20-017	Water Service and Fire Hydrant Installation at 14883 60 <sup>th</sup> St. N	Approved	\$25,922.24	\$0.00	0.00%	WUD	7/22/2020
10	18-072	Water Treatment Plant No. 11 Repair Damaged 30-inch H.D.P.E. Raw Water Main	Approved	\$120,721.25	\$0.00	0.00 %	CRC	8/5/2020





August 10, 2020

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

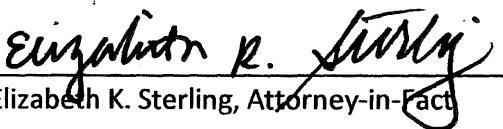
Re: Construction Bond #016228448– Johnson-Davis Incorporated

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

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

Sincerely,

Liberty Mutual Insurance Company

  
Elizabeth K. Sterling, Attorney-in-Fact



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

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

Certificate No: 8195687- 016072

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria Signorile: Benjamin A. Stahl; Elizabeth K. Sterling; Wesley P. Williams

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of September, 2018.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10 day of Aug., 2020.



By: Renee C. Llewellyn, Assistant Secretary

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

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

**ATTACHMENT C**

**PUBLIC CONSTRUCTION BOND – WORK AUTHORIZATION NO. 6**

**TO 2019 Pipeline Continuing Construction Contract**

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

PROJECT TITLE: Utility Adjustments for the City of Belle Glade Road Resurfacing Project - Phase 1

WUD PROJECT NO.: 20-006

BOND NUMBER: 016228448

WORK AUTHORIZATION/BOND AMOUNT: \$1,904,713.79

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: Installation of a water main and associated fire hydrants and water services along NE Avenue I, NE 20th Street, NW 7th Street, NW Avenue C, NW Avenue F, NW Avenue J and SE 4th Street in the City of Belle Glade.

PROJECT LOCATION: NE Avenue I, from NE 20th Street to NE 24th Street  
NE 20th Street, from Gato Boulevard to Dead End  
NW 7th Street, from W. Canal Street No to NW Avenue H  
NW Avenue C, from NW 4th Street to Main Street  
NW Avenue F, from NW 4th Street to NW 2nd Street  
NW Avenue J, from NW 4th Street to NW 1st Street  
SE 4th Street, from SE Avenue K to Dr. Martin Luther King Jr. Boulevard

LEGAL DESCRIPTION: Section 31 and 32; Township 43; Range 37  
Section 5; Township 44; Range 37

Revised 06/25/2020

**PUBLIC CONSTRUCTION BOND**

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Authorization No. 6 to 2019 Pipeline Continuing Construction Contract, Contract Resolution No. R2020-0160 dated on February 11, 2020.

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of One Million Nine Hundred Four Thousand Seven Hundred Thirteen Dollars and 79/100 Cents, \$1,904,713.79,

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

Work Authorization Project Name: Utility Adjustments for the City of Belle Glade Road Resurfacing Project - Phase 1

Work Authorization Project No.: 20-006

Project Description: Installation of a water main and associated fire hydrants and water services along NE Avenue I, NE 20th Street, NW 7th Street, NW Avenue C, NW Avenue F, NW Avenue J and SE 4th Street in the City of Belle Glade.

Project Location: NE Avenue I, from NE 20th Street to NE 24th Street  
NE 20th Street, from Gato Boulevard to Dead End  
NW 7th Street, from W. Canal Street No to NW Avenue H  
NW Avenue C, from NW 4th Street to Main Street  
NW Avenue F, from NW 4th Street to NW 2nd Street  
NW Avenue J, from NW 4th Street to NW 1st Street  
SE 4th Street, from SE Avenue K to Dr. Martin Luther King Jr. Boulevard

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Chen Moore and Associates, Inc.  
Location of Firm: 500 Australian Avenue South, Suite 530, West Palm Beach, FL 33401  
Phone: (561)746-6900  
Fax: \_\_\_\_\_

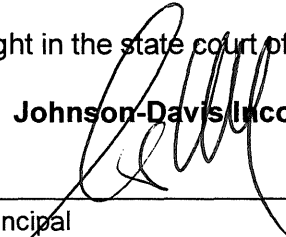
which Work Authorization No. 6 to 2019 Pipeline Continuing Construction Contract, Contract Resolution No. R2020-0160 is by reference made a part hereof in its entirety, and is hereinafter referred to as the Work Authorization.

- 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 06/25/2020

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

**Johnson-Davis Incorporated**

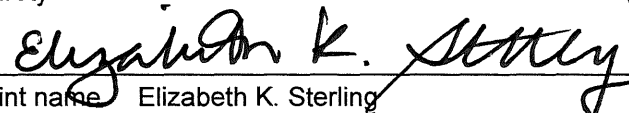
  
 \_\_\_\_\_  
 Principal (seal)

SCOTT JOHNSON  
 \_\_\_\_\_  
 Print name

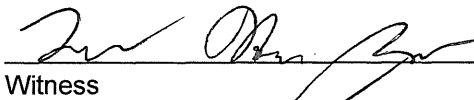
PRESIDENT  
 \_\_\_\_\_  
 Title

**Liberty Mutual Insurance Company**

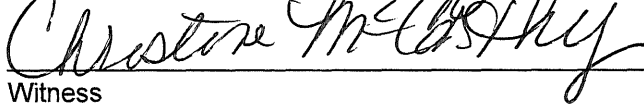
\_\_\_\_\_  
 Surety (seal)

  
 \_\_\_\_\_  
 Print name Elizabeth K. Sterling

\_\_\_\_\_  
 Attorney in Fact  
 Title

  
 \_\_\_\_\_  
 Witness

Larisa Difu Pelkey  
 \_\_\_\_\_  
 Print Name

  
 \_\_\_\_\_  
 Witness

Christine McCarthy  
 \_\_\_\_\_  
 Print Name



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

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

Certificate No: 8195687- 016072

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria Signorile; Benjamin A. Stahl; Elizabeth K. Sterling; Wesley P. Williams

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of September, 2018.



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

By: David M. Carey, Assistant Secretary

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.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_ day of \_\_\_, 2020.



By: Renee C. Llewellyn, Assistant Secretary

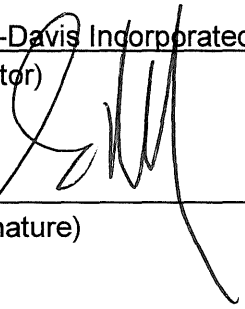
**ATTACHMENT D**  
**FORM OF GUARANTEE**

GUARANTEE FOR (Contractor Surety Name) Liberty Mutual Insurance Company

We the undersigned hereby guarantee that the 2019 Pipeline Continuing Construction Contract, Contract Resolution No. R2020-0160, Contract Dated February 11, 2020, WUD Project No. 20-006, Work Authorization No. 6, Project Title: Utility Adjustments for the City of Belle Glade Road Resurfacing Project - Phase 1, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Final Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. The date of Final Completion shall be the date set forth on the fully executed and acknowledged Contractor's Certification of Final Completion form. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract/Agreement.

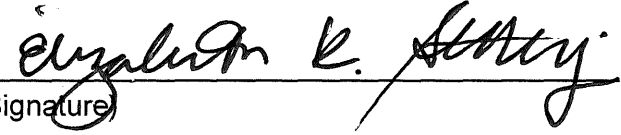
**SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY**

Johnson-Davis Incorporated  
(Contractor)  
By:   
(Signature)

SCOTT JOHNSON  
(Printed name)

Liberty Mutual Insurance Company  
(Surety)

(Seal)

By:   
(Signature)

Elizabeth K. Sterling  
(Printed name)



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

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

Certificate No: 8195687- 016072

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria Signorile; Benjamin A. Stahl; Elizabeth K. Sterling; Wesley P. Williams

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of September, 2018.



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

By: [Signature]
David M. Carey, 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.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
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.

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_ day of \_\_\_, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary



**ATTACHMENT E**  
**SCHEDULE OF BID ITEMS**

**Palm Beach County Water Utilities Department**

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

**Work Authorization No.: 6**

**Contractor Name: Johnson-Davis Incorporated**

**Project Name: Utility Adjustments for the City of Belle Glade Road Resurfacing Project - Phase 1**

**WUD Project No.: 20-006**

Bid Item No.	Item	Quantity	Units	Unit Price	Total
4	6" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	942	LF	\$20.00	\$18,840.00
5	6" DIP Push-On Joint Water Main/Reclaimed Water Main	44	LF	\$38.00	\$1,672.00
7	8" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	8,757	LF	\$30.00	\$262,710.00
13	12" PVC Push-On Joint Water Main/Wastewater Force Main/Reclaimed Water Main	20	LF	\$43.00	\$860.00
23	Ductile Iron Fittings for Water Main/Reclaimed Water Main	2,940	Tons	\$5,000.00	\$14,700.00
35	6" Mechanical Joint Restraint for DIP	7	Each	\$215.00	\$1,505.00
41	6" Mechanical Joint Restraint for PVC	62	Each	\$220.00	\$13,640.00
42	8" Mechanical Joint Restraint for PVC	216	Each	\$280.00	\$60,480.00
44	12" Mechanical Joint Restraint for PVC	8	Each	\$450.00	\$3,600.00
48	6" Joint Restraint Gasket DIP (Field Lock or Fast Grip)	1	Each	\$100.00	\$100.00
53	6" PVC Pressure Pipe Restraint Harness	11	Each	\$120.00	\$1,320.00
54	8" PVC Pressure Pipe Restraint Harness	66	Each	\$150.00	\$9,900.00
59	Restrain existing 6" PVC Pressure Pipe	13	Each	\$800.00	\$10,400.00
60	Restrain existing 12" PVC Pressure Pipe	6	Each	\$1,600.00	\$9,600.00
65	6" Gate Valve & Valve Box	9	Each	\$1,000.00	\$9,000.00
66	8" Gate Valve & Valve Box	30	Each	\$1,500.00	\$45,000.00
126	Fire Hydrant Assembly with Captivator Caps, 6" Gate Valve & Anchor Tee Assembly & 10-ft of 6" R.J. DIP	18	Each	\$6,000.00	\$108,000.00
129	Sample Points W/Double Strap Saddle & Corp. Stop	11	Each	\$500.00	\$5,500.00
130	Sample Points on Fire Hydrants	7	Each	\$900.00	\$6,300.00
131	Sample Points on 2" Blow offs	1	Each	\$600.00	\$600.00
132	2" Blow off Piping Assembly with Box	2	Each	\$1,000.00	\$2,000.00
141	Short Single 5/8" Meter Service (1-1/2" Polyethylene) (up to 10' long)	16	Each	\$1,200.00	\$19,200.00
143	Short Double 5/8" Meter Service (1-1/2" Polyethylene) (up to 10' long)	16	Each	\$1,400.00	\$22,400.00
145	Long Single 5/8" Meter Service (1-1/2" Polyethylene with 3" Casing up to 40' long)	31	Each	\$1,800.00	\$55,800.00
147	Long Double 5/8" Meter Service (1-1/2" Polyethylene with 3" Casing up to 40' long)	16	Each	\$2,000.00	\$32,000.00
148	Extra Long 5/8" Meter Service Line (1-1/2" PVC w/3" Casing) (up to 200' long)	47	LF	\$15.00	\$705.00
152	6" DIP X AC Pipe Adapter	9	Each	\$3,000.00	\$27,000.00

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154	12" DIP X AC Pipe Adapter	2	Each	\$4,500.00	\$9,000.00
159	4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	26	Each	\$3,000.00	\$78,000.00
161	Grouting/Deactivation of Existing 4" Pipe	779	LF	\$7.00	\$5,453.00
162	Grouting/Deactivation of Existing 6" Pipe	1791	LF	\$8.00	\$14,328.00
163	Grouting/Deactivation of Existing 8" Pipe	2686	LF	\$10.00	\$26,860.00
166	Milling of Asphalt	10912	SY	\$15.00	\$163,680.00
167	Asphalt Overlay	910	Tons	\$200.00	\$182,000.00
168	Asphalt Roadway Removal and Restoration (2.5" thick)	2405	SY	\$50.00	\$120,250.00
169	Asphalt Roadway Restoration - Additional Thickness of 1" per SY	2405	SY	\$5.00	\$12,025.00
170	Asphalt Driveway Removal and Restoration (1.5" thick)	722	SY	\$60.00	\$43,320.00
171	Concrete Driveway Removal and Restoration	17	SY	\$85.00	\$1,445.00
177	Concrete Sidewalk Removal & Restoration	24	SY	\$65.00	\$1,560.00
178	Concrete Curb & Gutter Removal & Restoration	0	LF	\$45.00	\$0.00
179	Concrete Flush Header Curb Removal & Restoration	0	LF	\$40.00	\$0.00
180	Floritam Sod	3,811	SY	\$6.00	\$22,866.00
184	Record Drawing	9800	LF	\$2.50	\$24,500.00
185	Construction Survey	9800	LF	\$2.50	\$24,500.00
186	Preconstruction Video Taping	12000	LF	\$1.00	\$12,000.00
187	Mail Box Removal and Reinstallation	38	Each	\$100.00	\$3,800.00
188	Maintenance of Traffic Residential Street	13500	LF	\$2.00	\$27,000.00
189	Maintenance of Traffic Arterial Roadway	3500	LF	\$3.00	\$10,500.00
190	Maintenance of FDOT Roadway	1000	LF	\$4.00	\$4,000.00
191	Density Tests	250	Each	\$40.00	\$10,000.00
192	Proctor Tests	6	Each	\$100.00	\$600.00
193	Concrete 12"x6" Cylinder Tests	2	Each	\$100.00	\$200.00
194	4-ft to 5-ft High Fence Removal and Reinstallation	25	LF	\$25.00	\$625.00
195	Demucking with Imported Clean Fill	1800	CY	\$16.00	\$28,800.00
198	Protect and Support and Utility Poles	1	Each	\$2,000.00	\$2,000.00
200	Remove & Replace Signs	6	Each	\$150.00	\$900.00
203	Up to 1 1/2" PVC Water Service installation within private property from meter box to the Bldg. up to 200-ft (Plumbing Permit included)	45	Each	\$2,000.00	\$90,000.00
231	Silt Fence	8000	LF	\$1.00	\$8,000.00
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)	1	Each	\$7,500.00	\$7,500.00
238	8" Single Line Stop (for PVC/DIP/CIP/AC)	1	Each	\$8,500.00	\$8,500.00
239	10" Single Line Stop (for PVC/DIP/CIP/AC)	1	Each	\$8,750.00	\$8,750.00
240	12" Single Line Stop (for PVC/DIP/CIP/AC)	1	Each	\$9,500.00	\$9,500.00
<b>(A) SUBTOTAL BASE BID (Bid Items 1-240)</b>					<b>\$1,710,794.00</b>
241	Additional Work not included in Bid Items (15% of Subtotal Bid Price [A])	1	LS	\$134,042.00	<b>\$134,042.00</b>
242	Mobilization (2.5% of Subtotal Bid Price [A])	1	LS	2.5%	\$42,769.85
243	Demobilization (1% of Subtotal Bid Price [A])	1	LS	1%	\$17,107.94
<b>(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 241-243)</b>					<b>\$193,919.79</b>
<b>TOTAL BID PRICE (A + B)</b>					<b>\$1,904,713.79</b>
A	2" Cap & Abandon Exist WM	997	L.F.	\$1.00	\$997.00
B	Short Service (2" PVC) ( Up to 10' Long) w/ 2 Double Meter Boxes (4 Total 5/8" Meters)	2.00	Each	\$3,500.00	\$7,000.00
C	Short Service (2" PVC) ( Up to 10' Long) w/ 2 Double Meter Boxes (5 Total 5/8" Meters)	3.00	Each	\$5,000.00	\$15,000.00

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D	Fire Hydrant Removal	12.00	Each	\$500.00	\$6,000.00
E	Meter Box Removal	25.00	Each	\$250.00	\$6,250.00
F	Gravel Restoration	21.00	S.Y.	\$40.00	\$840.00
G	Fence (Wood) Removal	20.00	L.F.	\$30.00	\$600.00
H	Restrain Exist 8" PVC	12.00	Each	\$1,200.00	\$14,400.00
I	Restrain Exist 8" CIP	2.00	Each	\$1,200.00	\$2,400.00
J	2" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	5.00	Lump Sum	\$3,000.00	\$15,000.00
K	Lateral Service Pipe Replacement Including Concrete Encasement of Connections w/ New Standard Detail Cleanout (Detail 2/C5-3)	40.00	Each	\$1,500.00	\$60,000.00
L	Thermo Stripping 6"	816.00	L.F.	\$4.00	\$3,264.00
M	Thermo Stripping 12"	96.00	L.F.	\$10.00	\$960.00
N	Thermo Stripping 18"	121.00	L.F.	\$11.00	\$1,331.00

Revised 06/25/2020

**ATTACHMENT F**  
**OEBO SCHEDULE 1**

**Office of Equal Business Opportunity Compliance Programs**

**OEBO SCHEDULE 1**

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

**SOLICITATION/PROJECT/BID NAME:** UTILITY ADJUSTMENT FOR THE CITY OF BELLE GLADE ROAD RESURFACING PROJECT, PHASE I

**NAME OF PRIME RESPONDENT/BIDDER:** Johnson-Davis Incorporated

**CONTACT PERSON:** Wm. Clark C. Cryer

**SOLICITATION OPENING/SUBMITTAL DATE:** \_\_\_\_\_

**SOLICITATION/PROJECT/BID No.:** 20-006

**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"/>	_____	_____	_____	_____	\$1,404,135.79
2. R & D Paving, LLC, 400 Executive Center Dr, West Palm Beach 33401, (561) 588-6681	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$500,578.00	_____
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"/>	_____	_____	_____	_____	_____

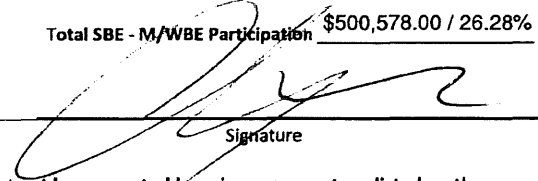
(Please use additional sheets if necessary)

**Total** \_\_\_\_\_ **\$500,578.00** **\$1,404,135.79**

Total Bid Price \$ 1,904,713.79

Total SBE - M/WBE Participation \$500,578.00 / 26.28%

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

  
 Signature William Cryer, Estimating Manager  
 Title

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

**ATTACHMENT F**  
**OEBO SCHEDULE 2**

**Office of Equal Business Opportunity Compliance Programs**

Revised 06/25/2020

**OEBO LETTER OF INTENT – SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 20-006  
 SOLICITATION/PROJECT NAME: UTILITY ADJUSTMENT FOR THE CITY OF BELLE GLADE ROAD RESURFACING PROJECT, PHASE I

Prime Contractor: Johnson-Davis Incorporated Subcontractor: R & D Paving, LLC

**(Check box(s) that apply)**

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

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input type="checkbox"/> Male <input checked="" 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
166	Milling of Asphalt	\$14.00	10,912/SY	\$0.00	\$152,768.00
167	Asphalt Overlay	\$180.00	910/Tons	\$0.00	\$163,800.00
168	Asphalt Roadway Removal and Restoration (2.5" thick)	\$45.00	2,405/SY	\$0.00	\$108,225.00
169	Asphalt Roadway Restoration - Additional Thickness of 1" per SY	\$15.00	2,405/SY	\$0.00	\$36,075.00
170	Asphalt Driveway Removal and Restoration (1.5" thick)	\$55.00	722/SY	\$0.00	\$39,710.00

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: \$500,578.00 / 26.28%

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Johnson-Davis Incorporated

Print Name of Prime

By: \_\_\_\_\_

Authorized Signature

Wm. C. Clark Cryer

Print Name

Estimating Manager

Title

Date: 5/7/2020

R & D Paving, LLC

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_

Authorized Signature

Nancy G. Russo

Print Name

managing member

Title

Date: 8-7-2020

# ATTACHMENT G

Palm Beach County Water Utilities Department

2019 Pipeline Continuing Construction Contract

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

## SUMMARY OF SBE-M/WBE BUSINESS TRACKING

**Master Contract Goal:** 20.07%

**SBE**

**Current Proposal**

Value of Authorization No.: <u>6</u>	<u>\$1,904,713.79</u>
Value of SBE-M/WBE Letters of Intent	<u>\$500,578.00</u>
Actual Percentage	<u>26.28%</u>

**Signed/Approved Authorizations**

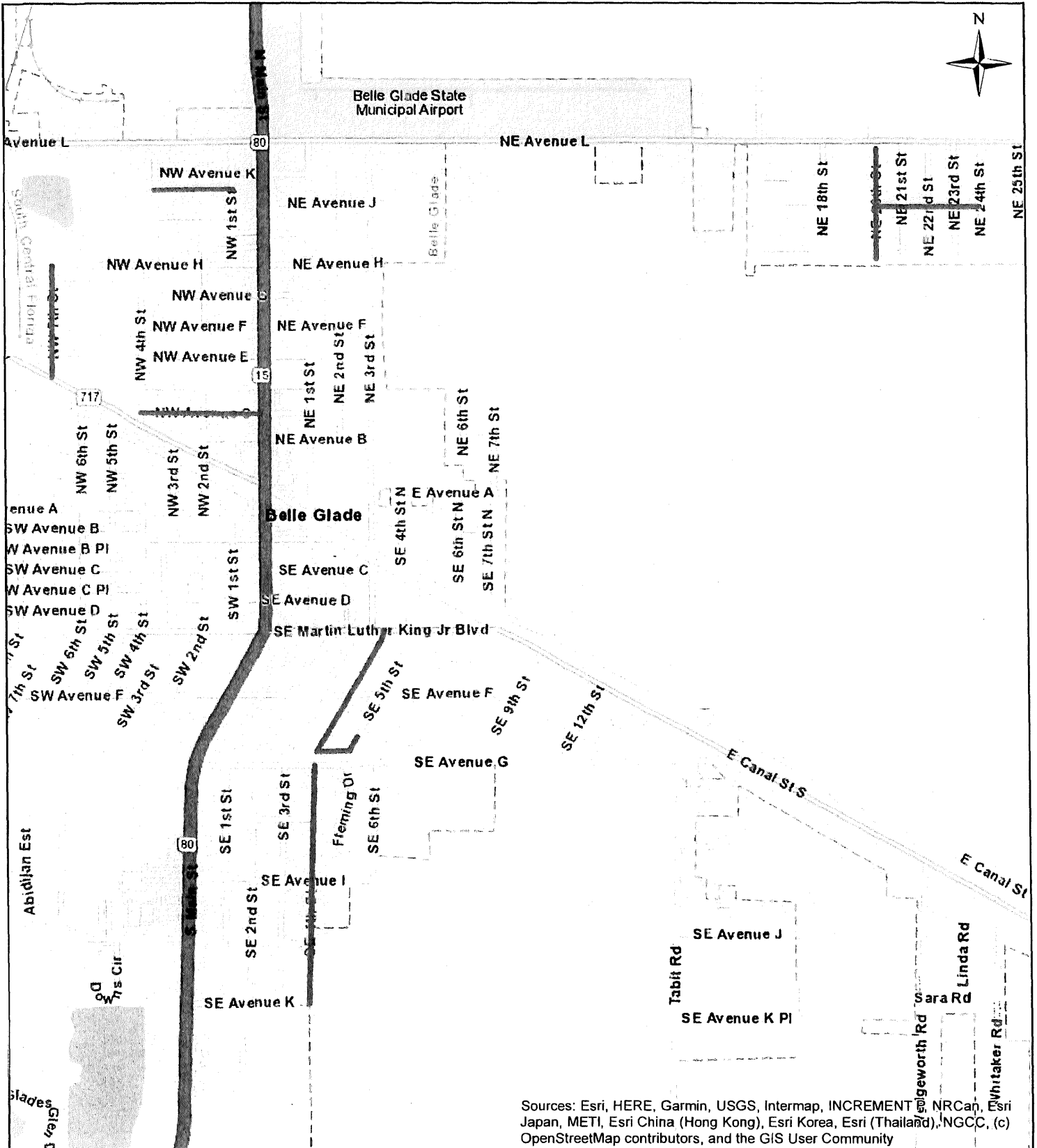
Total Value of Authorizations	<u>\$2,076,315.39</u>
Total Value of SBE-M/WBE Signed Subcontractors	<u>\$433,649.44</u>
Actual Percentage	<u>20.88%</u>

**Signed/Approved Authorizations Plus Current Proposal**

Total Value of Authorization	<u>\$3,981,029.18</u>
Total Value of Subcontractors & Letters of Intent	<u>\$934,227.44</u>
Actual Percentage	<u>23.46%</u>

Revised 06/25/2020





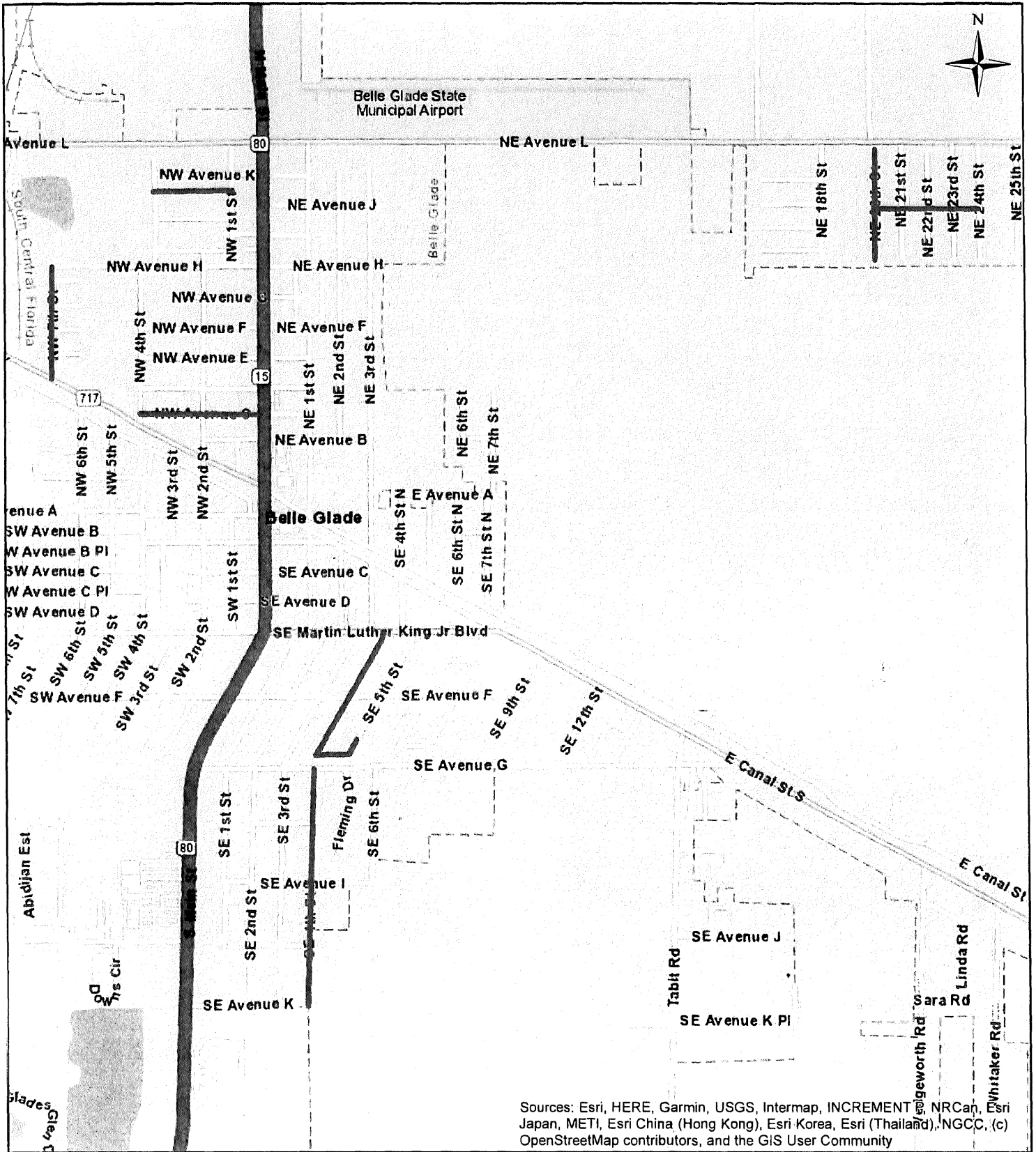
**ATTACHMENT H**  
**LOCATION MAP**  
**WUD PROJECT No. 20-006**  
**WORK AUTHORIZATION No. 6**

**Legend**

 Streets\_In\_Project



N.T.S.



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENTAL, Navteq, Swatch, IGN, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

N.T.S.

ATTACHMENT 2  
 LOCATION MAP  
 AGENDA ITEM 3K-2  
 WUP PROJECT No. 20-006  
 WORK AUTHORIZATION # 6  
 JOHNSON-DAVIS INCORPORATED

Legend

— Streets\_In\_Project



### ATTACHMENT 3



WUP PROJECT No. 20-006 WORK AUTHORIZATION # 6 JOHNINC-02

AMJOHNSO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/26/2020

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).

<p>PRODUCER Johnson Insurance Racine 1103 Hunter Dr Ste 100 Mount Pleasant, WI 53406</p>	<p>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</p>												
INSURER(S) AFFORDING COVERAGE													
INSURED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A : National Fire Insurance Company of Hartford</td> <td style="text-align: right;">20478</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td style="text-align: right;">20443</td> </tr> <tr> <td>INSURER C : Continental Insurance Company</td> <td style="text-align: right;">35289</td> </tr> <tr> <td>INSURER D : Valley Forge Insurance Company</td> <td style="text-align: right;">20508</td> </tr> <tr> <td>INSURER E : Homeland Insurance Co of NY</td> <td style="text-align: right;">34452</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	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 :	
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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:			6080884045	7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							EBL AGGREGATE	\$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6080884059	7/1/2020	7/1/2021	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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6080884076	7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)     Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			6080884062	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 1,000,000
							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	7/1/2020	7/1/2021	Leased Rented	300,000
E	Pollution			7930030920005	7/1/2020	7/1/2021	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.

<p>CERTIFICATE HOLDER</p> <p style="text-align: center;">Palm Beach County Water Utilities Department Director Utilities Engineering 8100 Forest Hill Blvd West Palm Beach, FL 33413</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Ruth Veenendaal</i></p>
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