

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 15, 2021

**Consent [X]
Public Hearing []**

Regular []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the Palm Beach County Water Utilities Department (PBCWUD) 2019 Pipeline Continuing Construction Contract (Contract) with Johnson–Davis Incorporated (Contractor) to increase the Contract amount by \$6,000,000 to \$19,797,132.75.

Summary: On February 11, 2020, the Board of County Commissioners approved the Contract (R2020-0160) with the Contractor in the amount of \$13,797,132.75 for a three (3) year term. Since March 15, 2020, PBCWUD has undertaken a total of \$10,039,864.16 of authorized work under the Contract. The requested Amendment No. 1 shall increase contract funding to \$19,797,132.75. The proposed increase of funds will allow for the continuation of necessary services to expedite utility special assessment projects, repair and construction activities on water, wastewater and reclaimed water pipelines throughout PBCWUD's service area where timing is critical. Work will be assigned during a three (3) year period by Work Authorizations (WA) drawn against the Contract, subject to approval pursuant to the requirements of PPM CW-F-050. The unit prices contained in the Contract will be used to determine the amount of each WA. The Contract was presented to the Goal Setting Committee on April 3, 2019, and a minimum mandatory 20% SBE subcontracting goal was the Affirmative Procurement Initiative (API) applied to this Contract. The Contract provides for 20.07% SBE participation. Contractor is a Palm Beach County based Company. (PBCWUD Project No. 19-040) Countywide (MJ)

Background and Justification: PBCWUD performs maintenance, repair and construction activities on water, wastewater and reclaimed water pipelines throughout its service area. Amendment No. 1 will reduce the time needed to undertake the installation of infrastructure necessary to complete required utility repairs and improvements, help to improve the service level, restore system reliability, and to provide for utility adjustments associated with road improvement projects.

Attachments:

1. Two (2) Originals of Amendment No. 1
2. Location Map
3. Certificate of Liability Insurance

Recommended By:

Ali Bayat

Department Director

5/18/21

Date

Approved By:

Wesley Blum

Assistant County Administrator

6/3/2021

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$1,000,000	\$4,000,000	\$1,000,000	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	\$1,000,000	\$4,000,000	\$1,000,000	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4011 Dept 721 Unit Various Object Various

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:

(*) Amounts are not encumbered until work authorizations are issued.

C. Department Fiscal Review: [Signature] GE

III. REVIEW COMMENTS

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

[Signature] 5/20/21 OFMB 5-19-21 OR 5/20 Contract Development and Control [Signature] 6/1/21 6-1-21

B. Legal Sufficiency:

[Signature] For M. Jones 6/2/21 Assistant County Attorney

C. Other Department Review:

Department Director

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

**AMENDMENT NO. 1 TO CONTRACT WITH
JOHNSON-DAVIS INCORPORATED
2019 PIPELINE CONTINUING CONSTRUCTION CONTRACT**

This Amendment No. 1, dated _____, to the Contract (R2020-0160) dated February 11, 2020, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Johnson-Davis Incorporated (FEIN #59-1753888)**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

WITNESSETH

WHEREAS, the parties have entered into a Contract under which the CONTRACTOR provided certain professional services to the COUNTY for various projects in accordance with the contract for the:

2019 Pipeline Continuing Construction Contract
Contract No. WUD 19-040

WHEREAS, the parties hereto desire to amend the Contract to increase the Contract amount by \$6,000,000 from \$13,797,132.75 to \$19,797,132.75 to allow for the continuation of maintenance, repair and construction activities on water, wastewater and reclaimed water pipelines throughout the service area, and to update the Contract to include E-Verify language.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The not to exceed amount is hereby increased by \$6,000,000 from \$13,797,132.75 to \$19,797,132.75.

2. The following language is added to the Contract as General Condition No. 81:

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subcontractors performing the duties and obligations of this Contract are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor.

If COUNTY terminates this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

3. Except as specifically modified above, the terms and conditions of the Contract dated February 11, 2020, are hereby confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

Deputy Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Assistant County Attorney

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

By _____
Dave Kerner, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

Ali Bayat MNL

Ali Bayat, P.E., PMP, Director
Water Utilities Department

'CONTRACTOR'

By: Johnson-Davis Incorporated

Dawn M Celona
(witness signature)

Dawn M Celona
(witness name printed)

[Signature]
(witness signature)

Larisa Ditt Perkey
(witness name printed)

a Florida corporation
(insert state of corporation)

By: RA H
(signatory)

Robert A. Hopler
(print signatory's name)

Vice President
(print title)

4/22/21, 2021
(date of execution)

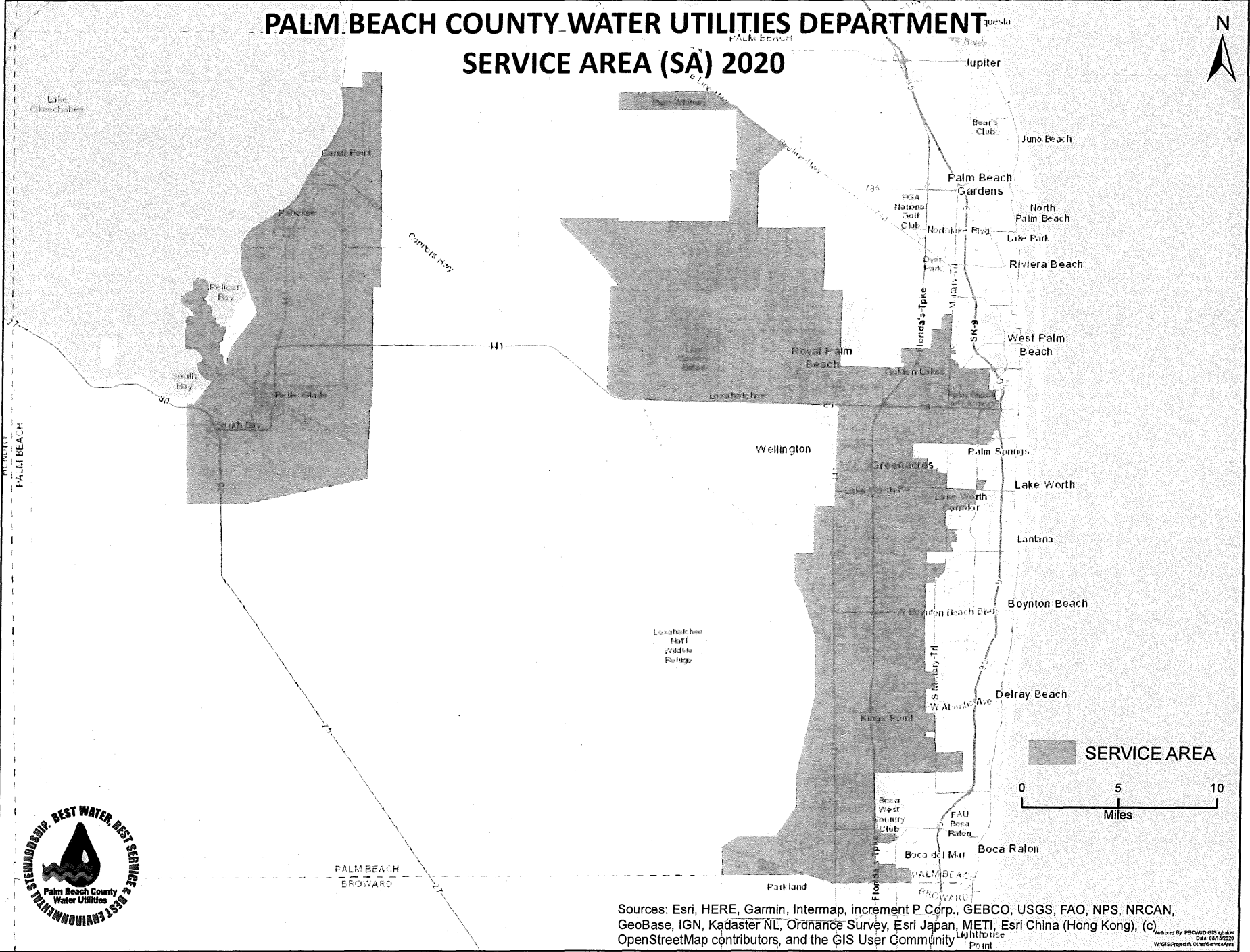
(Corporate Seal)

604 Hillbrath Drive
(Contractor's Official Address)

Lantana, FL 33462
(Contractor's City, State, Zip Code)

ATTACHMENT 2 - LOCATION MAP

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
SERVICE AREA (SA) 2020



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Author: PBCWUD GIS Unit
Date: 08/12/2020
W:\GIS\Projects\A_Other\SA\SA.mxd



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).

PRODUCER Johnson Insurance Racine 1103 Hunter Dr Ste 100 Mount Pleasant, WI 53406	CONTACT NAME: Amanda Johnson	
	PHONE (A/C, No, Ext): (920) 445-7401	FAX (A/C, No): (877) 254-8586
	E-MAIL ADDRESS: ajohnson@johnsonfinancialgroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Johnson-Davis Incorporated 604 Hillbrath Drive Lantana, FL 33462	INSURER A : National Fire Insurance Company of Hartford	20478
	INSURER B : Continental Casualty Company	20443
	INSURER C : Continental Casualty Company	35289
	INSURER D : Valley Forge Insurance Company	20508
	INSURER E : Homeland Insurance Co of NY	34452
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div> <div>GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:</div>	X		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	AUTOMOBILE LIABILITY <div><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY</div> <div><input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY</div>			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	X		6080884076	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	6080884062	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			6081007778	7/1/2020	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.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Water Utilities Department Director Utilities Engineering 8100 Forest Hill Blvd West Palm Beach, FL 33413	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE