

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** April 8, 2025

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

**Regular [ ]**

**Department:** Water Utilities Department

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Work Order (WO) No. 13 to the 2022 Pipeline Continuing Construction Contract (Continuing Contract) with Johnson-Davis Incorporated (Contractor) for the Pipeline Priority Aerial Canal Crossing Improvement Phase 3 (Project) for a not to exceed amount of \$4,311,778.13.

**Summary:** On January 24, 2023, the Board of County Commissioners (BCC) approved the Palm Beach County Water Utilities Department (PBCWUD) Contract (R2023-0086) with Globaltech which had a start date of December 20, 2022. WO No. 6 provides for the safety and structural updates to several facilities that are owned, operated and maintained by PBCWUD. The facilities are Southern Region Water Reclamation Facility (SRWRF), Western Region Wastewater Treatment Plant (WRWWTP) and Western Region North Wastewater Treatment Plant (WRNWWTP), as well as Water Treatment Plant (WTP) Nos. 2 and 8. Work performed will include the installation of aluminum grating platforms, roof replacements and repairs at several buildings, handrail installations, concrete slab repairs and other safety items to ensure proper conditions for operations and maintenance personnel. This Contract was presented to the Goal Setting Committee (Committee) on October 6, 2021, and the Committee established an Affirmative Procurement Initiative (API) of a minimum mandatory 20% Small Business Enterprise (SBE) subcontracting goal. Globaltech committed to 24% SBE participation, which includes 12% Minority Business Enterprise (MBE) participation, 5.5% MBE African American (AA), 4% MBE American (A), and 2.5% Hispanic American (HA). The SBE proposed participation for this WO No. 6 is 23.02%, which includes 7.71% MBE participation, 0.81 % MBE (AA), 6.90% MBE (A), and 0% MBE (HA). To date, the overall participation achieved on this Contract is 18.23% which includes 5.66% MBE participation, 2.19% MBE (AA), 3.46% MBE (A), and 0% MBE (HA). Globaltech is a Palm Beach County based company. The Project is included in the PBCWUD FY 2025 budget. (PBCWUD Project No. 25-014) Countywide (MWJ)

**Background and Justification:** The PBCWUD owns and operates over 500 aerial canal crossings throughout its service area. The Project will address the aerial canal crossings nearing the end of their useful life, reduce the time needed for the operation and maintenance staff to perform necessary utility repairs and minimize disruptions caused by pipe breaks. The Project will also increase the reliability of the water distribution and wastewater collection system and reduce the operation and maintenance workload and associated costs.

**Attachments:**

1. Three (3) Originals of Work Order No. 13
2. Location Map
3. Ebix Compliance Summary Report

Recommended By:

*AL: Boyak*  
Department Director

*3/7/25*  
Date

Approved By:

*Paul* per  
Assistant County Administrator

*3/10/25*  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	<u>\$4,311,779</u>	<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>
NET FISCAL IMPACT	<u>\$4,311,779</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# 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	No
Yes <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Is this item using Federal Funds? Yes No X

Is this item using State 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:**

### III. REVIEW COMMENTS

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

*Lisa M. ...* 3/12/2025  
OFMB  
MA 3112  
MAR 31/2

Contract Development and Control

**B. Legal Sufficiency:**

 3/17/25  
Assistant County Attorney

**C. Other Department Review:**

Department Director

WORK ORDER NO. 13  
Palm Beach County Water Utilities Department  
2022 Pipeline Continuing Construction Contract  
Resolution No. R2023-0675 Contract Dated 5/16/2023

**Project Title:** Priority Aerial Canal Crossing Improvement Phase 3

**PBCWUD Project No.:** 21-035

**Contractor:** Johnson-Davis Incorporated

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

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

**District No.:** 1,2,3,5 and 6

This Work Order provides for: Rehabilitation of the thirteen (13) aerial canal crossing locations. The construction services include rehabilitation of water and force mains aerial canal crossing, installation and replacement of water and force mains, associated appurtenances, and site restoration of affected areas throughout Palm Beach County Water Utilities Department (PBCWUD) service area.

(See ATTACHMENT A for detailed scope of services)

The Contract provides for 20.83% SBE participation, which includes 5.51% MBE participation, 5.38% MBE (H), and 0.13% MBE (B).

This Work Order includes 8.53% overall participation which includes, 0% MBE participation, 0% MBE (H), and 0% MBE (B).

The cumulative SBE participation, including this Work Order is 13.47%, which includes 0.16% MBE participation, 0% MBE (H), and 0.16% MBE (B).

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      420 Calendar Days

Final Completion              450 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 ORDER NO. 13  
Palm Beach County Water Utilities Department  
2022 Pipeline Continuing Construction Contract  
Resolution No. R2023-0675 Contract Dated 5/16/2023

**Project Title:** Priority Aerial Canal Crossing Improvement Phase 3

**PBCWUD Project No.:** 21-035

1. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$4,311,778.13.
2. The Work Order does not amend, change, or modify the Contract which remains in full force and effect.
3. All Attachments to this Work Order are incorporated herein and made a part of this Work Order.

WORK ORDER NO. 13  
Palm Beach County Water Utilities Department  
2022 Pipeline Continuing Construction Contract  
Resolution No. R2023-0675 Contract Dated 5/16/2023

**Project Title:** Priority Aerial Canal Crossing Improvement Phase 3

**PBCWUD Project No.:** 21-035

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

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

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

Palm Beach County, Board  
of County Commissioners

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

Signed: \_\_\_\_\_  
Maria G. Marino, Mayor

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

*PE 1/13*  
\_\_\_\_\_  
(Date)

Approved as to Form and Legal  
Sufficiency

Johnson-Davis Incorporated  
(Contractor)

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

*WILLIAM CRYER*  
\_\_\_\_\_  
(Print Name)

Typed Name: Michael W. Jones  
County Attorney

*[Signature]*  
\_\_\_\_\_  
(Signature)

VICE PRESIDENT  
\_\_\_\_\_  
(Title)

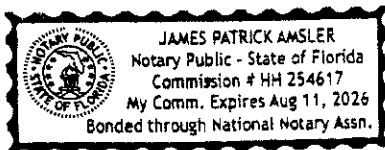
1/30/25  
\_\_\_\_\_  
(Date)

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization,  
this 30<sup>TH</sup> day of JANUARY, 2025, by WILLIAM CRYER who is ☒ personally known to  
me or ☐ has produced \_\_\_\_\_ as identification.

*[Signature]*  
\_\_\_\_\_  
(Signature of Notary Public - State of Florida)



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

**LIST OF ATTACHMENTS**

<b>ATTACHMENT A</b>	Scope of Work
<b>ATTACHMENT B</b>	Summary and Status of Work Orders
<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 Schedule 1 and 2
<b>ATTACHMENT G</b>	Summary of SBE-M/WBE Business Tracking
<b>ATTACHMENT H</b>	Location Map

**ATTACHMENT A**

**SCOPE OF WORK**

**PBCWUD Project No.:** 21-035

**Project Title:** Priority Aerial Canal Crossing Improvement Phase 3

Johnson-Davis Incorporated (CONTRACTOR) shall perform: Rehabilitation of the thirteen (13) aerial canal crossing locations. The construction services are for the rehabilitation of the existing water main and force main aerial canal crossings. The scope of work includes but is not limited to, the removal of existing and construction of new piles, fan guards, air release valves, as well as the removal of one existing canal crossing located within the Rim Canal in Pahokee. The construction services also include the installation, replacement and relocation of existing water and force mains, and other associated appurtenances, site restoration, canal bank restoration, throughout the PBCWUD service area. The rehabilitation of the canal crossings is located within the Lake Worth Drainage District along the E-2, E-3, L-2, L-30, L-36, L-38, and L-46 canal right-of way, and the South Florida Water Management District L-10 and Hillsboro canals. The construction services also include one canal crossing installation located within Loxahatchee Groves and two canal crossings installation within the South Florida Conservancy District.

Revised 03-05-24

## ATTACHMENT B

### SUMMARY AND STATUS OF WORK ORDERS

Work Order No.	PBCWUD Project No.	Title	Status	Project Total Amount	SBE Total Amount	SBE Participation %	Approved	
							By	Date
1	19-051	Northlake Boulevard From East of Seminole Pratt Whitney Road to East of Hall Boulevard	Approved	\$199,230.61	\$0.00	0.00%	CRC	10/11/2023
2	23-050	Emergency By-pass Piping	Approved	\$97,600.00	\$0.00	0.00%	WUD	10/10/2023
3	15-102	Water Distribution System Improvements	Approved	\$970,146.33	\$302,178.55	31.14%	BCC	11/7/2023
3.1	15-102	Water Distribution System Improvements	Approved	\$127,033.66	\$97,200.00	76.51%	WUD	1/15/2025
4	15-102	Water Distribution System Improvements	Approved	\$1,031,495.73	\$223,267.25	21.64%	BCC	11/7/2023
5	24-006	Force Main Replacement; FL Turnpike North of West Palm Beach Service Plaza	Approved	\$233,184.95	\$0.00	0.00%	BCC	3/5/2024
6	24-010	Water Main Repair at Orange Boulevard and 140 <sup>th</sup> Avenue North	Approved	\$118,507.15	\$11,250.00	9.49%	CRC	3/13/2024
6.1	24-010	Water Main Repair at Orange Boulevard and 140 <sup>th</sup> Avenue North	Approved	\$37,080.07	\$0.00	0.00%	WUD	5/29/2024
7	21-065	S.R. 15/U.S.-441 from South of Shirley Dr. to east of Main Street; F.D.O.T. # 443994	Approved	\$144,695.49	\$9,208.95	6.36%	CRC	4/17/2024
8	24-017	Water Main Replacement at SW 16th Street and Martin Luther King Jr Boulevard	Approved	\$141,197.60	\$0.00	0.00%	CRC	5/29/2024
9	24-034	Emergency Pipeline Repair Services	Approved	\$498,099.75	\$68,047.02	13.66%	BCC	11/5/2024
10	15-031	Belle Glade- Torry island and Rim Canal Directional Bore	Approved	\$19,680.00	\$0.00	0.000%	WUD	10/23/2024
11	24-037	Emergency WM Repair at Pahokee Elevated Tank	Approved	\$81,128.48	\$0.00	0.000%	WUD	10/23/2024
12	24-007	Turnpike Widening Belvedere Rd to North of Okeechobee Blvd FDOT #406143-8	Pending	\$2,770,166.12	Pending	Pending	BCC	Pending
13	21-035	Priority Aerial Canal Crossing Improvement Phase 3	Pending	\$4,311,778.13	\$368,135.40	8.53%	BCC	Pending



ATTACHMENT C

PUBLIC CONSTRUCTION BOND – WORK ORDER NO. 13  
TO 2022 Pipeline Continuing Construction Contract  
Resolution No. R2023-0675 Contract Dated May 16, 2023

PROJECT TITLE:	<u>Priority Aerial Canal Crossing Improvement Phase 3</u>
PBCWUD PROJECT NO.:	<u>21-035</u>
BOND NUMBER:	<u>016241428</u>
WORK ORDER/BOND AMOUNT:	<u>\$4,311,778.13</u>
CONTRACTOR'S NAME:	<u>Johnson-Davis Incorporated</u>
CONTRACTOR'S ADDRESS:	<u>604 Hillbrath Drive, Lantana, FL 33462</u>
CONTRACTOR'S PHONE:	<u>(561) 588-1170</u>
SURETY COMPANY:	<u>Liberty Mutual Insurance Company</u>
SURETY'S ADDRESS:	<u>175 Berkeley Street, Boston, MA 02116</u>
OWNER'S NAME:	<u>PALM BEACH COUNTY</u>
OWNER'S ADDRESS:	<u>8100 Forest Hill Boulevard</u>
	<u>West Palm Beach, FL 33413</u>
OWNER'S PHONE:	<u>(561) 493-6000</u>
DESCRIPTION OF WORK:	<u>Furnishing, installing, and rehabilitation of the thirteen (13) Aerial Canal Crossing locations within PBCWUD service area.</u>
PROJECT LOCATION:	<u>PBCWUD Service Area</u>
LEGAL DESCRIPTION:	<u>PBCWUD Service Area</u>



Liberty Mutual Surety

January 29, 2025

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

RE: **Johnson-Davis, Incorporated**  
Bond No. 016241428  
Project: Priority Aerial Canal Crossing Improvement Phase 3,  
PBCWUD Project No. 21-035

To Whom It May Concern:

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

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Nicole Stillings, Attorney-in-Fact

Member of Liberty Mutual Group

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Order No. 13 to 2022 Pipeline Continuing Construction Contract, Contract Resolution No. R2023-0675 dated on May 16, 2023.

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 Four Million Three Hundred Eleven Thousand Seven Hundred Seventy-Eight Dollars and Thirteen Cents, 4,311,778.13 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 Order No. 13 to 2022 Pipeline Continuing Construction Contract Contract Resolution No. R2023-0675 with the County for

Work Order Project Name: Priority Aerial Canal Crossing Improvement Phase 3

Work Order Project No.: 21-035

Project Description: Furnishing, installing, and rehabilitation of the thirteen (13) Aerial Canal Crossing locations within PBCWUD service area.

Project Location: PBCWUD Service Area

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Holtz Consulting Engineers, Inc.

Location of Firm: 270 South Central Blvd – STE 207

Phone: (561) 575-2005

Fax: N/A

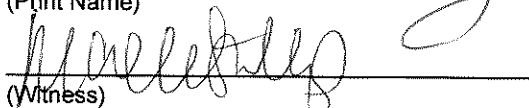
which Work Order No. 13 to 2022 Pipeline Continuing Construction Contract Contract Resolution No. R2023-0675 is by reference made a part hereof in its entirety, and is hereinafter referred to as the Work Order.

1. THE CONDITION OF THIS BOND is that if Principal:
- a. Performs the Work Order dated \_\_\_\_\_, 20\_\_\_\_, between Principal and County for the construction of the above project, the Work Order being made a part of this bond by reference, at the times and in the manner prescribed in the Work Order; and
  - 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 Order; 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 Order; and
  - d. Performs the guarantee of all work and materials furnished under the Work Authorization for the time specified in the Work Order; 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 Order 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 Order are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.
  5. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
  6. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida and not elsewhere.

  
(Witness)


LARISA DITH PELLEY  
(Print Name)

  
(Witness)

Nicole Stillings

(Print Name)

Johnson-Davis Incorporated

  
(Principal)  
(seal)

JOHN STANLEY  
(Print Name)

C.F.O.  
(Title)

Liberty Mutual Insurance Company

  
(Surety)  
(seal)

Joshua R. Loftis

(Print Name)

Attorney-in-Fact

(Title)

Revised 03-05-24



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: 8212952 - 190054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Austin Muehlschlegel, Brian J. Oestreich, Colby White, Joseph Cardinal, Joshua R. Loftis, Kristine M Becks, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Ross S. Squires, Ryan - Olivia E Lundy, Sandra M. Enstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of January, 2024.



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

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 9th day of January, 2024 before me personally appeared Nathan J. Zangerle, 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, 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 \_\_\_\_\_, 2025.



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

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

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

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

GUARANTEE FOR (Contractor and Surety Name)

Johnson-Davis Incorporated and Liberty Mutual Insurance Company

We the undersigned hereby guarantee that the 2022 Pipeline Continuing Construction Contract, Resolution No. R2023-0675, Contract Dated May 16, 2023, PBCWUD Project No. 21-035, Work Order No. 13, Project Title: Priority Aerial Canal Crossing Improvement Phase 3, 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)

JOHN STANLEY

(Print Name)

Liberty Mutual Insurance Company

(Surety)

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

(Signature)

(Seal)

Joshua R. Loftis, Attorney-in-Fact

(Print Name)

Revised 03-05-24



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: 8212952 - 190054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Austin Muehlschlegel, Brian J. Oestreich, Colby White, Joseph Cardinal, Joshua R. Loftis, Kristine M Becks, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Ross S. Squires, Ryan - Olivia E Lundy, Sandra M. Enstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of January, 2024.



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

Nathan J. Zangerle

By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY SS

On this 9th day of January, 2024 before me personally appeared Nathan J. Zangerle, 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.  
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.  
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, 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 \_\_\_\_\_, 2025.



Renee C. Llewellyn

By: Renee C. Llewellyn, Assistant Secretary

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

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

ATTACHMENT E  
SCHEDULE OF BID ITEMS

Palm Beach County Water Utilities Department  
2022 Pipeline Continuing Construction Contract  
Contract Resolution No. R2023-0675 Contract Dated; May 16, 2023  
Work Authorization No.: 13  
Contractor Name: Johnson-Davis Incorporated  
Project Name: Priority Aerial Canal Crossing Improvement Phase 3  
PBCWUD Project No.: 21-035

Bid Item No	BID ITEM (Furnish and Install with Appurtenances)	UNIT	QUANTITY	UNIT PRICES	TOTAL
1	4" PVC Push-On Joint Wastewater Force Main	LF	24	\$ 50.00	\$ 1,200.00
3	4" DIP Push-On Joint Wastewater Force Main	LF	22	\$ 120.00	\$ 2,640.00
4	6" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	LF	243	\$ 55.00	\$ 13,365.00
7	8" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	LF	537	\$ 62.00	\$ 33,294.00
8	8" DIP Push-On Joint Water Main/Reclaimed Water Main	LF	17	\$ 90.00	\$ 1,530.00
10	10" PVC Push-On Joint Water Main//Reclaimed Water Main/Wastewater Force Main	LF	148	\$ 90.00	\$ 13,320.00
13	12" PVC Push-On Joint Water Main/Wastewater Force Main/Reclaimed Water Main	LF	21	\$ 104.00	\$ 2,184.00
14	12" DIP Push-On Joint Water Main/Reclaimed Water Main	LF	19	\$ 125.00	\$ 2,375.00
17	16" DIP Push-On Joint Water Main/Reclaimed Water Main	LF	39	\$ 200.00	\$ 7,800.00
33	Ductile Iron Fittings for Water Main/Reclaimed Water Main	Tons	2.03	\$ 6,500.00	\$ 13,195.00
34	Ductile Iron Fittings for Wastewater Force Main	Tons	0.45	\$ 18,000.00	\$ 8,100.00
53	4" Mechanical Joint Restraint for DIP	EA	6	\$ 250.00	\$ 1,500.00
55	8" Mechanical Joint Restraint for DIP	EA	6	\$ 350.00	\$ 2,100.00
57	12" Mechanical Joint Restraint for DIP	EA	1	\$ 575.00	\$ 575.00
58	16" Mechanical Joint Restraint for DIP	EA	16	\$ 1,200.00	\$ 19,200.00
65	4" Mechanical Joint Restraint for PVC	EA	6	\$ 275.00	\$ 1,650.00
66	6" Mechanical Joint Restraint for PVC	EA	39	\$ 300.00	\$ 11,700.00
67	8" Mechanical Joint Restraint for PVC	EA	61	\$ 375.00	\$ 22,875.00
68	10" Mechanical Joint Restraint for PVC	EA	8	\$ 550.00	\$ 4,400.00
69	12" Mechanical Joint Restraint for PVC	EA	16	\$ 600.00	\$ 9,600.00
79	6" PVC Pressure Pipe Restraint Harness	EA	5	\$ 200.00	\$ 1,000.00
80	8" PVC Pressure Pipe Restraint Harness	EA	18	\$ 250.00	\$ 4,500.00
81	10" PVC Pressure Pipe Restraint Harness	EA	4	\$ 450.00	\$ 1,800.00
86	Restrain existing 4" PVC Pressure Pipe	EA	4	\$ 1,750.00	\$ 7,000.00
87	Restrain existing 6" PVC Pressure Pipe	EA	5	\$ 2,000.00	\$ 10,000.00
88	Restrain existing 8" PVC Pressure Pipe	EA	18	\$ 2,400.00	\$ 43,200.00
89	Restrain existing 10" PVC Pressure Pipe	EA	9	\$ 3,200.00	\$ 28,800.00
96	Restrain existing 8" DIP Pressure Pipe	EA	4	\$ 2,400.00	\$ 9,600.00
98	Restrain existing 12" DIP Pressure Pipe	EA	4	\$ 3,800.00	\$ 15,200.00
99	Restrain existing 16" DIP Pressure Pipe	EA	4	\$ 4,500.00	\$ 18,000.00
102	4" Gate Valve & Valve Box	EA	2	\$ 1,800.00	\$ 3,600.00
103	6" Gate Valve & Valve Box	EA	3	\$ 2,000.00	\$ 6,000.00
104	8" Gate Valve & Valve Box	EA	13	\$ 2,800.00	\$ 36,400.00
105	10" Gate Valve & Valve Box	EA	3	\$ 3,600.00	\$ 10,800.00

Revised 03-05-24



Bid Item No	BID ITEM (Furnish and Install with Appurtenances)	UNIT	QUANTITY	UNIT PRICES	TOTAL
106	12" Gate Valve & Valve Box	EA	2	\$ 4,500.00	\$ 9,000.00
107	16" Gate Valve & Valve Box	EA	2	\$ 9,500.00	\$ 19,000.00
127	8"X6" Tapping Sleeve w/Valve & Valve Box	EA	3	\$ 7,200.00	\$ 21,600.00
134	12"X 6" Tapping Sleeve w/ Valve and Valve Box	EA	1	\$ 11,000.00	\$ 11,000.00
135	12"X 8" Tapping Sleeve w/ Valve and Valve Box	EA	1	\$ 11,500.00	\$ 11,500.00
152	Aerial Crossing Complete (4" Wastewater Force Main, 40' to 80' Long)	LS	1	\$ 55,000.00	\$ 55,000.00
155	Aerial Crossing Complete (6" Water/Reclaimed Water Main, up to 40' Long)	LS	2	\$ 43,000.00	\$ 86,000.00
157	Aerial Crossing Complete (6" Water/Reclaimed Water Main, 40' to 80' Long)	LS	1	\$ 46,000.00	\$ 46,000.00
161	Aerial Crossing Complete (8" Water/Reclaimed Water Main, up to 40' Long)	LS	2	\$ 45,000.00	\$ 90,000.00
162	Aerial Crossing Complete (8" Wastewater Force Main, up to 40' Long)	LS	1	\$ 57,000.00	\$ 57,000.00
163	Aerial Crossing Complete (8" Water/Reclaimed Water Main/Wastewater Force Main, 40' to 80' Long)	LS	2	\$ 49,000.00	\$ 98,000.00
164	Aerial Crossing Complete (8" Wastewater Force Main, 40' to 80' Long)	LS	1	\$ 62,000.00	\$ 62,000.00
166	Aerial Crossing Complete (8" Wastewater Force Main, 80' to 120' Long)	LS	1	\$ 75,000.00	\$ 75,000.00
169	Aerial Crossing Complete (12" Water/Reclaimed Water Main, 40' to 80' Long)	LS	1	\$ 58,000.00	\$ 58,000.00
175	Aerial Crossing Complete (16" Water/Reclaimed Water Main, 40' to 80' Long)	LS	1	\$ 65,000.00	\$ 65,000.00
188	Sample Points W/Double Strap Saddle & Corp. Stop	EA	16	\$ 900.00	\$ 14,400.00
234	4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	EA	27	\$ 8,000.00	\$ 216,000.00
235	16" to 24" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	EA	2	\$ 10,000.00	\$ 20,000.00
237	Grouting/Deactivation of Existing 4" Pipe	LF	40	\$ 12.00	\$ 480.00
238	Grouting/Deactivation of Existing 6" Pipe	LF	100	\$ 14.00	\$ 1,400.00
239	Grouting/Deactivation of Existing 8" Pipe	LF	850	\$ 16.00	\$ 13,600.00
240	Grouting/Deactivation of Existing 10" Pipe	LF	160	\$ 21.00	\$ 3,360.00
241	Grouting/Deactivation of Existing 12" Pipe	LF	2,500	\$ 25.00	\$ 62,500.00
245	Milling of Asphalt (1.5" - 2" thick)	SY	342	\$ 15.00	\$ 5,130.00
246	Asphalt Overlay	Tons	43	\$ 300.00	\$ 12,900.00
247	Asphalt Roadway Removal and Restoration (2.5" thick)	SY	75	\$ 80.00	\$ 6,000.00
254	Limerock/Shell Driveway or Roadway Removal and Restoration	Tons	166	\$ 50.00	\$ 8,300.00
255	Asphalt Sidewalk Removal & Restoration	SY	77	\$ 50.00	\$ 3,850.00
259	Floritam Sod	SY	250	\$ 10.00	\$ 2,500.00
260	Bahia Sod	SY	8,250	\$ 8.00	\$ 66,000.00
261	Root Barrier	LF	100	\$ 30.00	\$ 3,000.00
262	Remove Trees up to 12" diameter	EA	2	\$ 750.00	\$ 1,500.00
263	Record Drawing	LF	5,500	\$ 3.00	\$ 16,500.00
264	Construction Survey	LF	5,500	\$ 3.00	\$ 16,500.00
265	Preconstruction Video Taping	LF	12,600	\$ 2.50	\$ 31,500.00

Revised 03-05-24

Bid Item No	BID ITEM (Furnish and Install with Appurtenances)	UNIT	QUANTITY	UNIT PRICES	TOTAL
267	Maintenance of Traffic Residential Street	LF	9,500	\$ 3.00	\$ 28,500.00
268	Maintenance of Traffic Arterial Roadway	LF	24,650	\$ 4.00	\$ 98,600.00
269	Maintenance of FDOT Roadway	LF	19,500	\$ 6.00	\$ 117,000.00
270	Density Tests	EA	160	\$ 75.00	\$ 12,000.00
271	Proctor Tests	EA	21	\$ 125.00	\$ 2,625.00
272	Concrete 12"x6" Cylinder Tests	EA	31	\$ 150.00	\$ 4,650.00
273	4-ft to 5-ft High Fence Removal and Reinstallation	LF	30	\$ 30.00	\$ 900.00
274	Demucking with Imported Clean Fill	CY	320	\$ 40.00	\$ 12,800.00
278	Rock Removal	CY	40	\$ 500.00	\$ 20,000.00
280	Guardrail Removal and Restoration	LF	110	\$ 50.00	\$ 5,500.00
282	Silt Fence	LF	1,500	\$ 1.50	\$ 2,250.00
301	Aerial Crossing DIP piping (12" Water/Reclaimed Water Main, 80' to 120' Long)	LS	1	\$ 35,000.00	\$ 35,000.00
309	Removal of Existing Aerial Canal Crossings (up to 40' Long)	LS	7	\$ 3,400.00	\$ 23,800.00
310	Removal of Existing Aerial Canal Crossings (40' to 80' Long)	LS	7	\$ 4,200.00	\$ 29,400.00
311	Removal of Existing Aerial Canal Crossings (80' to 120' Long)	LS	3	\$ 6,000.00	\$ 18,000.00
312	Canal Bank Grade and Place Rip-Rap Revetment	EA	20	\$ 3,000.00	\$ 60,000.00
314	4" Single Line Stop (for PVC/DIP/CIP/AC)	EA	1	\$ 6,300.00	\$ 6,300.00
315	6" Single Line Stop (for PVC/DIP/CIP/AC)	EA	3	\$ 10,000.00	\$ 30,000.00
316	8" Single Line Stop (for PVC/DIP/CIP/AC)	EA	9	\$ 11,500.00	\$ 103,500.00
317	10" Single Line Stop (for PVC/DIP/CIP/AC)	EA	2	\$ 12,000.00	\$ 24,000.00
318	12" Single Line Stop (for PVC/DIP/CIP/AC)	EA	1	\$ 15,000.00	\$ 15,000.00
319	16" Single Line Stop (for PVC/DIP/CIP/AC)	EA	2	\$ 19,000.00	\$ 38,000.00
	<b>(A) SUBTOTAL BASE BID (Bid Items 1-333)</b>				\$2,325,848.00
334	Additional Work not included in Bid Items (334)	LS	1	\$1,904,525.45	\$1,904,525.45
335	Mobilization (2.5% of Subtotal Bid Price (B))	LS	1	2.5%	\$ 58,146.20
336	Demobilization (1% of Subtotal Bid Price (B))	LS	1	1%	\$ 23,258.48
	<b>(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 334-336)</b>				\$1,985,930.13
334A	Additional Cut and Fill	LSU	1	\$ 52,000.00	\$ 52,000.00
334B	Landscaping and Tree Clearing	EA	1	\$ 47,000.00	\$ 47,000.00
334C	Signed and Sealed Pile Engineering (With PBCWUD Ownership)	EA	23	\$ 25,000.00	\$ 575,000.00
334D	Sandblast and Paint Existing Aerial	LS	1	\$ 51,000.00	\$ 51,000.00
334E	PBC Fanguards (1 w/Platform, 1 W/O) Change from the Annual	LS	1	\$ 15,000.00	\$ 15,000.00
334F	Remove Fanguard (Due to the existing A Xing and Fabrication)	EA	2	\$ 10,000.00	\$ 20,000.00
334G	Remove and Plug ARV	EA	2	\$ 6,000.00	\$ 12,000.00
334H	Piping Aerial 10" WM Up to 40' (SITE 5)	EA	1	\$ 48,000.00	\$ 48,000.00
334I	Cut and Replace Existing Concrete Piles (New piles are \$45K ea)	EA	7	\$ 25,000.00	\$ 175,000.00
334J	Aerial 10" WM 40' - 80' (SITE 6)	EA	1	\$ 56,000.00	\$ 56,000.00
334K	6" Concrete Deadman (SITE 9, 10, 12)	EA	3	\$ 8,500.00	\$ 25,500.00
334L	8" Concrete Deadman (SITE 9, 11, 12)	EA	3	\$ 10,500.00	\$ 31,500.00
334M	12" Concrete Deadman (SITE 8)	EA	1	\$ 12,800.00	\$ 12,800.00
334N	2" ARV for WM Aerial Crossing on Existing	EA	1	\$ 8,500.00	\$ 8,500.00
334O	Additional Rip Rubble Tonnage over Bid Item Description	TON	518	\$ 850.00	\$ 440,300.00

Revised 03-05-24

Bid Item No	BID ITEM (Furnish and Install with Appurtenances)	UNIT	QUANTITY	UNIT PRICES	TOTAL
334P	Barge Mounted Crane to Aerial Crossing and Canal Excavation	LS	1	\$ 235,500.00	\$ 235,500.00
334Q	Armor Class 30 MAT	SF	136	\$ 180.00	\$ 24,480.00
334R	Additional Location Set Up and Prep Work	LS	1	\$ 72,445.45	\$ 72,445.45
334S	Epoxy Coat Tapping Sleeves (SITE 11)	EA	2	\$ 1,250.00	\$ 2,500.00
	ADDITIONAL WORK NOT INCLUDED IN BID ITEMS (Bid Items 334)				\$1,904,525.45
	TOTAL BID PRICE (A+B)				\$4,311,778.13

Revised 03-05-24

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Priority Aerial Canal Crossing Improvement Phase 3  
SOLICITATION OPENING/SUBMITTAL DATE: 9/11/2024

SOLICITATION/PROJECT/BID NO.: 21-035  
COUNTY DEPARTMENT: Water Utility District

**Section A** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT\* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Johnson-Davis Incorporated ADDRESS: 604 Hillbrath Drive, Lantana, FL, 33467  
CONTACT PERSON: William Cryer PHONE NO.: 561-588-1170 E-MAIL: ccryer@johnsondavis.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$3,698,219.13

\*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE ☒ MBE ☐ WBE ☐ SBE ☐

**Section B** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE	WBE	SBE	Black	Hispanic	Women	Caucasian	Asian	Other
	Minority Business	Minority Business	Women Business	Small Business						
1. Utility Supply Associates, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				(\$613,559.00 * .60) \$368,135.40		
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ \$4,311,778.13

Total

\$368,135.40

Total Certified S/M/WBE Participation \$

\$368,135.40

I hereby certify that the above information is accurate to the best of my knowledge: William Cryer Vice President

Name & Authorized Signature

Title

- Note:
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
  - Modification of this form is not permitted and will be rejected upon submittal.
  - If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

If you have experienced or witnessed a violation of the EBO



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. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 21-035

SOLICITATION/PROJECT NAME: Priority Aerial Canal Crossing Improvement Phase 3

Prime Contractor: Johnson-Davis Incorporated

Subcontractor: Utility Supply Associates, Inc.

(Check box(s) that apply)

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

Date of Palm Beach County Certification (if applicable): 8/22/22 - 8/21/25

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

Column 1

Column 2

Column 3

☒ Male ☐ Female

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

☒ Supplier

☐ Hispanic American ☐ Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Site 1 Utility Supplies	\$112,621.00	1 / LS	\$0.00	\$112,621 * .6 = \$67,572.60
	Site 2 Utility Supplies	\$50,759.00	1 / LS	\$0.00	\$50,759 * .6 = \$30,455.40
	Site 3 Utility Supplies	\$37,483.00	1 / LS	\$0.00	\$37,483 * .6 = \$22,489.80
	Site 4 Utility Supplies	\$23,402.00	1 / LS	\$0.00	\$23,402 * .6 = \$14,041.20
	Site 5 Utility Supplies	\$31,672.00	1 / LS	\$0.00	\$31,672 * .6 = \$19,003.20
	Site 6 Utility Supplies	\$89,944.00	1 / LS	\$0.00	\$89,944 * .6 = \$53,967.40

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: See Total on Page 2

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

William Cryer

Print Name

Vice President

Title

Date: 1-30-25

Utility Supply Associates, Inc.

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

William Potts

Print Name

Secretary, Treasurer, Director

Title

Date: 1-29-2025



If you have experienced or witnessed a violation of the EBO Ordinance or would like to file a complaint, please scan the QR Code

Revised 09/26/2024

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. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 21-035  
SOLICITATION/PROJECT NAME: Priority Aerial Canal Crossing Improvement Phase 3

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

☒SBE ☐WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 8/22/22 - 8/21/25

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

Column 1 Column 2 Column 3  
☒Male ☐Female ☐African-American/Black ☐Asian American ☒Caucasian American ☒Supplier  
☐Hispanic American ☐Native American

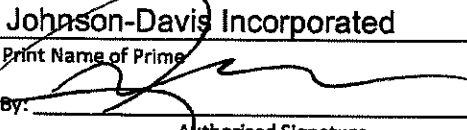
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

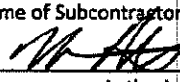
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Site 8 Utility Supplies	\$63,578.00	1 / LS	\$0.00	\$63,578 * .6 = \$38,146.80
	Site 9 Utility Supplies	\$49,292.00	1 / LS	\$0.00	\$49,292 * .6 = \$29,575.20
	Site 10 Utility Supplies	\$30,926.00	1 / LS	\$0.00	\$30,926 * .6 = \$18,555.60
	Site 13 Utility Supplies	\$32,074.00	1 / LS	\$0.00	\$32,074 * .6 = \$19,244.40
	Site 14 Utility Supplies	\$44,858.00	1 / LS	\$0.00	\$44,858 * .6 = \$26,914.80
	Site 12 Utility Supplies	\$46,950.00	1 / LS	\$0.00	\$46,950 * .6 = \$28,170.00

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: \$613,559.00 \* .6 = \$368,135.40

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

Name of 2nd/3rd tier Subcontractor/subconsultant Price or Percentage:

Johnson-Davis Incorporated  
Print Name of Prime  
By:   
Authorized Signature  
William Cryer  
Print Name  
Vice President  
Title  
Date: 1-30-25

Utility Supply Associates, Inc.  
Print Name of Subcontractor/subconsultant  
By:   
Authorized Signature  
William Potts  
Print Name  
Secretary, Treasurer, Director  
Title  
Date: 1-29-2025



If you have experienced or witnessed a violation of the EBO Ordinance or would like to file a complaint, please scan the QR Code

Revised 09/26/2024

## ATTACHMENT G

Palm Beach County Water Utilities Department  
2022 Pipeline Continuing Construction Contract  
Resolution No. R2023-0675 Contract Dated May 16, 2023

### SUMMARY OF SBE-M/WBE BUSINESS TRACKING

Master Contract Goals	SBE: <u>20.83%</u>	MBE: <u>5.51%</u>	MBE (Black): <u>0.13%</u>	MBE (Hispanic): <u>5.38%</u>
Current Proposal				
Value of Work Order No. <u>13</u>	<b>\$4,311,778.13</b>			
Value of SBE-M/WBE Letters of Intent	<b>\$368,135.40</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Actual Percentage	<b>8.53%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
Signed/Approved Work Orders				
Total Value of Work Orders	<b>\$3,699,079.82</b>			
Total Value of SBE-M/WBE Signed Subcontractors	<b>\$711,151.77</b>	<b>\$13,110.00</b>	<b>\$13,110.00</b>	<b>\$0.00</b>
Actual Percentage	<b>19.22%</b>	<b>0.35%</b>	<b>0.35%</b>	<b>0.00%</b>
Signed/Approved Work Orders Plus Current Proposal				
Total Value of Work Orders	<b>\$8,010,857.95</b>			
Total Value of Subcontractors & Letters of Intent	<b>\$1,079,287.17</b>	<b>\$13,110.00</b>	<b>\$13,110.00</b>	<b>\$0.00</b>
Actual Percentage	<b>13.47%</b>	<b>0.16%</b>	<b>0.16%</b>	<b>0.00%</b>

**PBCWUD Project No. 21-035**



# Location Map

## Priority Aerial Canal Crossing Improvement Phase 3

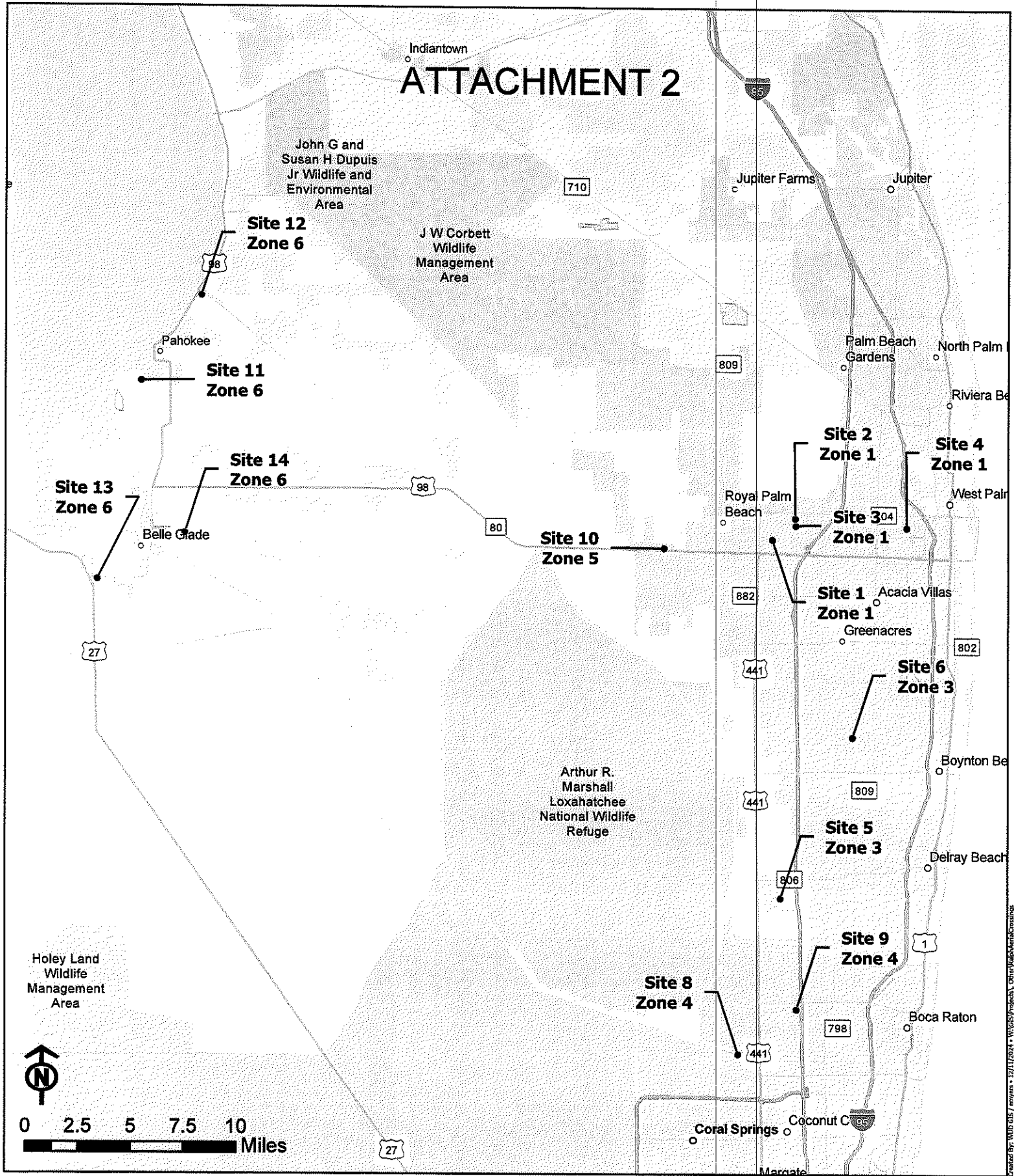
### PBCWUD Project No. 21-035



Revised 03-0524



# ATTACHMENT 2



## Location Map Priority Aerial Canal Crossing Improvement Phase 3 PBCWUD Project No. 21-035





Palm Beach County  
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00002184	Johnson-Davis Incorporated	Modified	Compliant					22-032	2022 Pipeline Continuing Construction Contract
		A , XV	Continental Casualty Company	7033968744	7/1/2024	7/1/2025	Auto Liability		
		A , XV	Continental Casualty Company	7033984636	7/1/2024	7/1/2025	Excess Liability		
		Ag , XV	National Fire Insurance Company of Hartford	7033967643	7/1/2024	7/1/2025	General Liability		
		Ag , XV	Aspen American Insurance Company	IM011FG24	7/1/2024	7/1/2025	Installation Floater		
		Ag , XV	Valley Forge Insurance Company	7033972535	7/1/2024	7/1/2025	Workers Comp		

Risk Profile : Standard - Construction Services  
Required Additional Insured : Palm Beach County Board of County Commissioners  
Ownership Entity :