

AGENDA ITEM SUMMARY

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	<u>\$337,773</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><u>\$337,773</u></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 4001 Dept 720 Unit 2460 Object 4615

Is Item Included in Current Budget? Yes X No

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:

ASB 4/10/25
OFMB
4/10

Brando Zucchi 4/10/25
Contract Development and Control
26 4-10-25

B. Legal Sufficiency:

Legal Sufficiency.

H for M. Jones 4/16/25
Assistant County Attorney

C. Other Department Review:

Department Director

WORK ORDER NO. 14
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0675 Contract Dated May 16, 2023

Project Title: Pipe Replacement from Plant Effluent Pumps at SRWRF

PBCWUD Project No.: 25-016

Contractor: Johnson-Davis Incorporated

Address: 604 Hillbrath Drive, Lantana, FL 33462

Budget Line Item No.: TBD

District No.: 5

This Work Order provides for: Furnish all the materials necessary for the replacement of the discharge pipe of five (5) effluent pump station piping at the Southern Region Water Reclamation Facility (SRWRF). The pipes located between the upper 45-degree bend and the lower 45-degree bend require to be replaced with proper restraint devices to prevent the pipe to move and fail.

(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 0.00% overall participation which includes, 0.00% MBE participation, 0.00% MBE (H), and 0.00% MBE (B).

The cumulative SBE participation, including this Work Order is 15.20%, which includes 0.32% MBE participation, 0.00% MBE (H), and 0.32% 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 90 Calendar Days

Final Completion 120 Calendar Days

Liquidated damages will apply as follows:

\$500.00 per day past substantial completion date.

\$250.00 per day past final completion date.

WORK ORDER NO. 14
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0675 Contract Dated May 16, 2023

Project Title: Pipe Replacement from Plant Effluent Pumps at SRWRF

PBCWUD Project No.: 25-016

3. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$337,772.84.
4. The Work Order does not amend, change, or modify the Contract which remains in full force and effect.
5. All Attachments to this Work Order are incorporated herein and made a part of this Work Order.

WORK ORDER NO. 14
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0675 Contract Dated May 16, 2023

Project Title: Pipe Replacement from Plant Effluent Pumps at SRWRF

PBCWUD Project No.: 25-016

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: _____
A13 Maria G. Marino, Mayor

Typed Name: _____
Deputy Clerk

(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)

Vice President
(Title)

2/25/25
(Date)

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization,
this 2 day of February, 2025, by William Cryer who is ☒ personally known to
me or ☐ has produced _____ as identification.



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

(Signature of Notary Public - State of Florida)

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

LIST OF ATTACHMENTS

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

ATTACHMENT A

SCOPE OF WORK

PBCWUD Project No.: 25-016

Project Title: Pipe Replacement from Plant Effluent Pumps at SRWRF

Johnson-Davis Incorporated (CONTRACTOR) shall perform:

Furnish all the materials necessary for the replacement of the discharge pipe of five (5) effluent pump station piping at the Southern Region Water Reclamation Facility (SRWRF). The pipes located between the upper 45-degree bend and the lower 45-degree bend require to be replaced with proper restraint devices to prevent the pipe to move and fail. This includes the repair of 36-inch Ductile Iron Pipe (DIP) pipe, fittings, mechanical restraints, tapping sleeves, and other associated appurtenances required for the pipe replacement. The Work order also covers the restoration of all affected areas.

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	Seminole Pratt Whitney Road & Northlake Boulevard Widening Utility improvements	Open	\$199,230.61	\$0.00	0.00%	CRC	10/11/2023
2	23-050	Emergency By-pass Piping	Open	\$97,600.00	\$0.00	0.00%	WUD	10/10/2023
3	15-102	Water Distribution System Improvements	Open	\$970,146.33	\$204,978.55	21.12%	BCC	11/7/2023
3.1	15-102	Water Distribution System Improvements	Open	\$127,033.66	\$97,200.00	76.51%	WUD	1/15/2025
4	15-102	Water Distribution System Improvements	Open	\$1,031,495.73	\$223,267.25	21.64%	BCC	11/7/2023
5	24-006	Force Main Replacement; Turnpike North of West Palm Beach Service Plaza	Open	\$233,184.95	\$0.00	0.00%	BCC	3/5/2024
6	24-010	Water Main Repair at Orange Boulevard and 140 th Avenue North	Open	\$118,507.15	\$11,250.00	9.49%	CRC	3/13/2024
6.1	24-010	Water Main Repair at Orange Boulevard and 140 th Avenue North	Open	\$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	Open	\$144,695.49	\$9,208.95	6.36%	CRC	4/17/2024
8	24-017	Water Main Replacement at Southwest 16 th Street and Martin Luther King Jr	Open	\$141,197.60	\$0.00	0.00%	CRC	5/29/2024
9	24-034	Emergency Pipeline Repair services	Open	\$498,099.75	\$68,047.02	13.66%	BCC	11/05/2024
10	15-031	Belle Glade – Torry Island and Rim Canal Directional Bore	Open	\$19,680.00	\$0.00	0.00%	WUD	10/23/2024
11	24-037	Emergency Water Main Repair at Pahokee Elevated Tank	Open	\$81,128.48	\$0.00	0.00%	WUD	10/23/2024
12	24-007	Turnpike Widening Belvedere Rd to North of Okeechobee Blvd FDOT #406143-8	Pending	\$2,770,166.12	\$863,616.00	31.17%	BCC	Pending
13	21-035	Priority Aerial Crossing Improvements Phase 3	Pending	\$4,311,778.13	\$368,135.40	8.53%	BCC	Pending
14	25-016	Pipe Replacement from Plant Effluent Pumps at SRWRF	Pending	\$337,772.84	\$0.00	0.00%	BCC	Pending



Liberty Mutual Surety

February 21, 2025

Palm Beach County
8100 Forest Hill Boulevard
West Palm Beach, FL 33413

RE: **Johnson-Davis, Incorporated**
Bond No. 016241431
Project: Pipe Replacement from Plant Effluent Pumps at SRWRF
PBCWUD Project No. 25-016

To Whom It May Concern:

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

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Nicole Stillings, Attorney-in-Fact

Member of Liberty Mutual Group

ATTACHMENT C

PUBLIC CONSTRUCTION BOND – WORK ORDER NO. 14
TO 2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0675 Contract Dated May 16, 2023

PROJECT TITLE: Pipe Replacement from Plant Effluent Pumps at SRWRF

PBCWUD PROJECT NO.: 25-016

BOND NUMBER: 016241431

WORK ORDER/BOND AMOUNT: \$337,772.84

CONTRACTOR'S NAME: Johnson-Davis Incorporated

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

CONTRACTOR'S PHONE: (561) 588-1170

SURETY COMPANY: Liberty Mutual Insurance Company

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

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 8100 Forest Hill Boulevard

West Palm Beach, FL 33413

OWNER'S PHONE: (561) 493-6000

DESCRIPTION OF WORK: Replacement of the 36-inch discharge pipe of five (5) effluent pump station piping at the Southern Region Water Reclamation Facility (SRWRF)

PROJECT LOCATION: 12751 Hagen Ranch Road

Boynton Beach, FL 3343

LEGAL DESCRIPTION: R42; T46; S04

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Order No. 14 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 Three Hundred Thirty-Seven Thousand Seven Hundred Seventy-Two Dollars and Eighty-Four Cents, \$337,772.84,

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. 14 to 2022 Pipeline Continuing Construction Contract Contract Resolution No. R2023-0675 with the County for

Work Order Project Name: Pipe Replacement from Plant Effluent Pumps at SRWRF

Work Order Project No.: 25-016

Project Description: Replacement of the 36-inch discharge pipe of five (5) effluent pump station piping at the Southern Region Water Reclamation Facility (SRWRF)

Project Location: 12751 Hagen Ranch Road

Boynton Beach, FL 3343

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Palm Beach County Water Utilities Department

Location of Firm: 8100 Forest Hill Blvd, West Palm Beach, FL 33413

Phone: (561) 493-6000

Fax: _____

which Work Order No. 14 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

Revised 03-05-24

- 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.

[Signature]
(Witness)

Larisa Dita Felkey
(Print Name)

[Signature]
(Witness)

Nicole Stillings
(Print Name)

Johnson-Davis Incorporated

[Signature]
(Principal)
(Seal)

JOHN STANLEY
(Print Name)

C.F.O.
(Title)

Liberty Mutual Insurance Company
(Surety)
(Seal)

[Signature]
(Print Name)

Joshua R. Loftis, 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. 25-016, Work Order No. 14, Project Title: Pipe Replacement from Plant Effluent Pumps at SRWRF, 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.

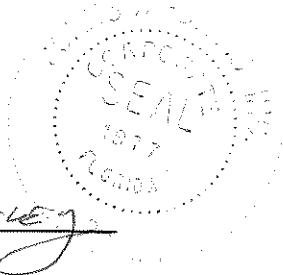
In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed 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]
(Signature)

JOHN STANLEY
(Print Name)

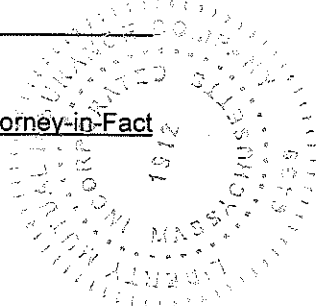


Liberty Mutual Insurance Company
(Surety)

By: [Signature]
(Signature)

(Seal)

Joshua R. Loftis, Attorney-in-Fact
(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: 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 E
SCHEDULE OF BID ITEMS

Palm Beach County Water Utilities Department

2022 Pipeline Continuing Construction Contract

Contract Resolution R2023-0675
No.

Contract Dated; May 16, 2023

Work Authorization 14
No.:

Contractor Name: Johnson-Davis Incorporated

Project Name: Pipe Replacement from Plant Effluent Pumps at SRWRF

PBCWUD Project No.: 25-016

Bid Item No.	Item (Furnish and Install with Appurtenances)	Units	Quantity	Units	Total
26	36" DIP Restrained Joint Water Main/Reclaimed Water Main	LF	32	\$800.00	\$25,600.00
34	Ductile Iron Fittings for Wastewater Force Main	Tons	5.237	\$18,000.00	\$94,266.00
61	36" Mechanical Joint Restraint for DIP	EA	10	\$3,500.00	\$35,000.00
236	30" to 48" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	EA	2	\$75,000.00	\$150,000.00
256	Concrete Sidewalk Removal & Restoration	SY	111	\$90.00	\$9,990.00
270	Density Tests	EA	5	\$75.00	\$375.00
271	Proctor Tests	EA	2	\$125.00	\$250.00
(A) SUBTOTAL BASE BID (Bid Items 1-330)					<u>\$315,481.00</u>
Bid Item No.	Item (Furnish and Install with Appurtenances)	Units	Quantity	Units	Total
334	Additional Work not included in Bid Items (See Bid Items 334A - 334F below)	LS	1	\$11,250.00	<u>\$11,250.00</u>
335	Mobilization (2.5% of Subtotal Bid Price [A])	LS	1	2.50%	\$7,887.03
336	Demobilization (1% of Subtotal Bid Price [A])	LS	1	1.00%	\$3,154.81
(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 334-336)					<u>\$22,291.84</u>
<u>TOTAL BID PRICE (A + B)</u>					<u>\$337,772.84</u>
Additional Work not included in Bid Items (See Bid Items 334 above):					
Bid Item No.	Item (Furnish and Install with Appurtenances)	Units	Quantity	Units	Total
334A	36" x 4" Tapping Sleeve	Each	3.00	\$3,750.00	\$11,250.00

Total Bid Price in Letters:

Three Hundred Thirty-Seven Thousand Seven Hundred Seventy-Two Dollars and Eighty-Four Cents

Inclusions: Bond, Mobilization, Remove and Replace Existing +/- 7' section of 36" Flange DIP from Flange connection to Connection location below ground where we will connect to Existing 36" with MJ Sleeve in Five (5) locations, Install new bolts & rods, and Sidewalk Restoration. Price includes new 36" X 4" Tapping Sleeves for Existing ARV Assemblies. JD will reuse ARV assembly and connect existing assembly to new Tapping Sleeve. Quote includes three Tapping Sleeves.

ATTACHMENT F

OEBO SCHEDULE 1

Office of Equal Business Opportunity Compliance Programs

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Pipe Replacement from Plant Effluent Pumps at SRWRF

SOLICITATION/PROJECT/BID NO.: 25-016

SOLICITATION OPENING/SUBMITTAL DATE: May 16, 2023

COUNTY DEPARTMENT: Water Utilities Department

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 33462

CONTACT PERSON: William Cryer

PHONE NO.: (561) 588-1170

E-MAIL: ccryer@johnsondavis.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$337,772.84

Non-SBE

MBE

WBE

SBE

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

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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	Women Business	Small Business						
1. N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
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					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Bid/Offer Price \$ \$337,772.84

Total Certified S/M/WBE Participation \$ \$0.00

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

Name & Authorized Signature

Vice President

Title

Note: 1. 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.

2. 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.

3. Modification of this form is not permitted and will be rejected upon submittal.

4. 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



ATTACHMENT F

OEBO SCHEDULE 2

Office of Equal Business Opportunity Compliance Programs

N/A for this WO

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 (H): <u>5.38%</u>
Current Proposal				
Value of Work Order No. <u>14</u>	\$337,772.84			
Value of SBE-M/WBE Letters of Intent	\$0.00	\$0.00	\$0.00	\$0.00
Actual Percentage	0.00%	0.00%	0.00%	0.00%
Signed/Approved Work Orders				
Total Value of Work Orders	\$3,699,079.82			
Total Value of SBE-M/WBE Signed Subcontractors	\$613,951.77	\$13,110.00	\$13,110.00	\$0.00
Actual Percentage	16.59%	0.35%	0.35%	0.00%
Signed/Approved Work Orders Plus Current Proposal				
Total Value of Work Orders	\$4,036,852.66			
Total Value of Subcontractors & Letters of Intent	\$613,951.77	\$13,110.00	\$13,110.00	\$0.00
Actual Percentage	15.20%	0.32%	0.32%	0.00%

ATTACHMENT H

Location Map

PBCWUD Project No. 25-016



Revised 03-05-24

ATTACHMENT 2
Agenda Item
Location Map
PBCWUD Project No. 25-016



ATTACHMENT NO. 3



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 :