

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 1, 2020

Consent [X] Regular [ ]  
Public Hearing [ ]

Department: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Work Authorization (WA) No. 4 to the 2019 Pipeline Continuing Construction Contract (Contract) with Johnson-Davis Incorporated (Contractor) for the CD03 Water Distribution System Improvements Phase 3: Berkshire (Project) in the amount of \$692,911.60.

**Summary:** On February 11, 2020, the Board of County Commissioners approved the Palm Beach County Water Utilities Department (PBCWUD) Contract (R2020-0160) with Contractor. WA No. 4 provides for the replacement of approximately 2,700 linear feet of asbestos cement water main varying in sizes; fire protection improvement and approximately 70 water services conversions located within the Berkshire residential community in West Palm Beach. This Contract was procured under the requirements of the Equal Business Opportunity Ordinance. On April 3, 2019, the Goal Setting Committee applied an Affirmative Procurement Initiative of a mandatory 20% Small Business Enterprise (SBE) subcontracting participation. The Contract provides for 20.07% SBE participation. WA No. 4 includes 19.71% SBE participation. The cumulative SBE participation including WA No. 4 is 22.22%. Contractor is a Palm Beach County Company. The Project is included in the PBCWUD FY20 Budget. (PBCWUD Project No. 15-102) District 2 (MJ).

**Background and Justification:** The existing water mains to be replaced under the Project are substandard asbestos cement pipes and lack fire protection. The work provided by this Project will relocate the existing water mains and water services from the rear of the residential properties to the front within PBC right-of-way. Completion of the work provided for in WA No. 4 will restore the service life, increase hydraulic efficiency, improve the reliability and redundancy of the water distribution system and increase fire protection in the area. The Project will also help to reduce the operations and maintenance workload and associated cost.

**Attachments:**

1. Three (3) Originals of Work Authorization No. 4
2. Certificate of Liability Insurance
3. Location Map

Recommended By: Ali Bayat 8/4/20  
 Department Director Date

Approved By: [Signature] 8/17/2020  
 Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$692,912	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b>\$692,912</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

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

Is Item Included in Current Budget? Yes X No     

Does this item include the use of federal funds? Yes      No X

Reporting Category N/A

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

One (1) time expenditure from user fees, connection fees and balance brought forward.

**C. Department Fiscal Review:** Im eta 8/4/20

**III. REVIEW COMMENTS**

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

<p><u>Rebecca Lawrence</u>                  OFMB                  BR 8/5</p>	<p><u>Justine Joubert</u> 8/12/2020                  8/5/2020                  Contract Development and Control                  8/12/20</p>
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**B. Legal Sufficiency:**

[Signature] 8/18/2020  
 Assistant County Attorney

**C. Other Department Review:**

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

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

WORK AUTHORIZATION NO. 4

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

**Project Title:** CD03 Water Distribution System Improvements Phase 3: Berkshire

**WUD Project No.:** 15-102

**Contractor:** Johnson-Davis Incorporated

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

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

**District:** 2

This Work Authorization provides for: The replacement of approximately 2,700 linear feet of asbestos cement water main varying in sizes; fire flow protection improvement and approximately 70 water service conversions and site restoration within all affected areas located within the Berkshire residential community in West Palm Beach.

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

The Contract provides for 20.07% SBE Participation. This Work Authorization includes 19.71% participation. The cumulative proposed SBE participation including this authorization is 22.22%.

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	120 Calendar Days
Final Construction Completion	<u>150</u> Calendar Days

Liquidated damages will apply as follows:

\$500.00 per day past substantial completion date.

\$250.00 per day past final completion date.

**WORK AUTHORIZATION NO. 4**

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

3. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$692,911.60
4. This Work Authorization does not amend, change, or modify the Contract which remains in full force and effect.
5. All Attachments to this Authorization are incorporated herein and made a part of the Work Authorization.

WORK AUTHORIZATION NO. 4

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

Project Title: CD03 Water Distribution System Improvements Phase 3- Berkshire

WUD Project No. 15-102

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

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

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

Palm Beach County  
Board of County Commissioners

ATTEST:

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

*P.E.* Dave Kerner, Mayor

*A13 For JCS*

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

Deputy Clerk

\_\_\_\_\_  
Date

Approved as to Form and Legal  
Sufficiency

Contractor: Johnson-Davis Incorporated

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

*[Signature]*  
(Signature)

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

County Attorney

Chris Johnson, Secretary/Treasurer  
(Name and Title)

*5/07/20*  
\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 07 day of May, 2020, by Chris Johnson, who is () personally known to me or () has produced \_\_\_\_\_ as identification.

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



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

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

**WORK AUTHORIZATION NO. 4**

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

**LIST OF ATTACHMENTS**

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

Revised 01/02/2020



## ATTACHMENT B

### SUMMARY AND STATUS OF WORK AUTHORIZATIONS

Work Auth. No.	WUD Project No.	Title	Status	Project Total Amount	SBE Total	SBE Participation %	Approved	
							By	Date
1	18-056	Water Main Relocation From Herbert Hoover Dike in Pahokee	Approved	\$1,419,149.51	\$315,537.00	22.23%	BCC	7/7/2020
2	18-058	Garden Place North, Juniper Avenue and Kismet Avenue Water System Improvement, Pahokee	Approved	\$320,975.14	\$81,957.46	25.53%	BCC	7/14/2020
3	17-047	Force Main Improvements on Lyons Road From North Lago to Palmetto Park Road	Approved	\$189,547.25	\$48,749.20	25.71%	CRC	6/17/2020
4	15-102	Water Distribution System Improvements - Berkshire	Pending	\$692,911.60	\$136,603.45	19.71%	BCC	9/1/2020
5	15-102	Water Distribution System Improvements – Dillman Heights	Pending	\$1,656,136.21	\$373,624.33	22.56%	BCC	9/15/2020
6	20-006	Utility Adjustments for City of Belle Glade Road Resurfacing Project – Phase 1	Pending	\$1,904,713.79	\$263,201.75	17.36%	BCC	10/6/2020
7	20-058	Century Village Water System Valve Program Year 3	Pending	\$513,220.80	\$118,810.62	23.15%	BCC	10/20/2020
8	19-043	Mahogany Lane Water Main Extension	Pending	\$80,144.53	\$29,083.00	36.28%	WUD	8/25/2020
9	20-017	Water Service and Fire Hydrant Installation at 14883 60 <sup>th</sup> St. N	Pending	\$25,922.24	\$5,415.16	20.89%	WUD	Pending
10	18-072	Water Treatment Plant No. 11 Repair Damaged 30-inch H.D.P.E. Raw Water Main	Pending	\$120,721.25	\$5,000.00	4.14%	CRC	Pending
11	18-072	State Road 7 Water Main Interconnection, North of Forest Hill Boulevard	Pending	\$182,427.01	\$31,408.80	17.21%	CRC	Pending





May 7, 2020

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

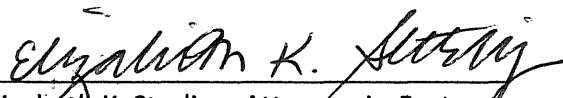
Re: Construction Bond #016227566 – Johnson-Davis, Incorporated

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

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

Sincerely,

Liberty Mutual Insurance Company

  
Elizabeth K. Sterling, Attorney-in-Fact



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

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

Certificate No: 8195687- 016072

**POWER OF ATTORNEY**

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

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

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



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

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

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

State of PENNSYLVANIA ss  
County of MONTGOMERY

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

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



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

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7 day of May, 2020.



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

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

**ATTACHMENT C**

**PUBLIC CONSTRUCTION BOND – WORK AUTHORIZATION NO.4**

**To 2019 Pipeline Continuing Construction Contract**

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

PROJECT TITLE: CD03 Water Distribution System Improvements Phase 3 - Berkshire

WUD PROJECT NO.: 15-102

BOND NUMBER: 016227566

WORK AUTHORIZATION/BOND AMOUNT: \$692,911.60

CONTRACTOR'S NAME: Johnson-Davis Incorporated

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

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CONTRACTOR'S PHONE: (561) 689-3917

SURETY COMPANY: Liberty Mutual Insurance Company

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

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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: **The replacement of approximately 2,700 linear feet of asbestos cement water main varying in sizes; fire protection improvement; approximately 70 wate service conversions and site restoration within all affected areas within Berkshire located in West Palm Beach.**

PROJECT LOCATION: south of Summit Blvd, west of Kirk Rd in West Palm Beach

LEGAL DESCRIPTION: Section 12; Township 44; Range 42

Revised 01/02/2020

## PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Authorization No. 4 to 2019 Pipeline Continuing Construction Contract Contract Resolution No. R2020-0160 dated on February 11, 2020.

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of Six Hundred Ninety Two Thousand Nine Hundred Eleven and Sixty cents, \$692,911.60,

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

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into Work Authorization No. 4 to 2019 Pipeline Continuing Construction Contract Contract Resolution No. R2020-0160 with the County for

Work Authorization Project Name: CD03 Water Distribution System Improvements Phase 3- Berkshire

Work Authorization Project No.: 15-102

Project Description: The replacement of approximately 2,700 linear feet of asbestos cement water main varying in sizes; fire protection improvement; approximately 70 water service conversions and site restoration within all affected areas within Berkshire located in West Palm Beach.

PROJECT LOCATION: South of Summit Blvd, west of Kirk Rd, in West Palm Beach

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Keshavarz & Associates, Inc.

Location of Firm: 711 N Dixie Hwy, Suite 201; WPB FL 33401

Phone: (561) 689-8600

Fax: \_\_\_\_\_

which Work Authorization No. 4 to 2019 Pipeline Continuing Construction Contract Contract Resolution No. R2020-0160 is by reference made a part hereof in its entirety, and is hereinafter referred to as the Work Authorization.

1. THE CONDITION OF THIS BOND is that if Principal:

- a. Performs the Work Authorization dated \_\_\_\_\_, 20\_\_\_\_, between Principal and County for the construction of the above project, the Work Authorization being made a part of this bond by reference, at the times and in the manner prescribed in the Work Authorization; and

Revised 01/02/2020

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

[Signature]  
 Witness

LORIS DIKE PELKEY  
 Print Name

Megan Douaire  
 Witness

Megan Douaire  
 Print Name

Johnson-Davis Incorporated  
 Principal (seal)

[Signature]  
 Print name CAROL JOHNSON

SECRETARY TREASURER  
 Title

Liberty Mutual Insurance Company  
 Surety (seal)

[Signature]  
Elizabeth K. Sterling  
 Print name

Attorney in Fact  
 Title



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

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

Certificate No: 8195687- 016072

POWER OF ATTORNEY

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

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



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

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

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



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

By: 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.

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

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

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

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

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

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



By: Renee C. Llewellyn, Assistant Secretary

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

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

GUARANTEE FOR (Contractor Surety Name) Liberty Mutual Insurance Company

We the undersigned hereby guarantee that the **2019 Pipeline Continuing Construction Contract, Resolution No. R2020-0160, Contract Dated February 11, 2020, WUD Project No. 15-102, Work Authorization No. 4, Project Title: CD03 Water Distribution System Improvements Phase 3 - Berkshire 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**

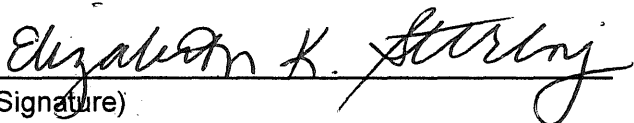
Johnson-Davis Incorporated  
(Contractor)

By:   
(Signature)

CURTIS JOHNSON  
(Printed name) SECRETARY/TREASURER

Liberty Mutual Insurance Company  
(Surety)

(Seal)

By:   
(Signature)

Elizabeth K. Sterling  
(Printed name) Attorney-in-Fact



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

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

Certificate No: 8195687- 016072

POWER OF ATTORNEY

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

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

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



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

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

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



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

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

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



By: Renee C. Llewellyn, Assistant Secretary

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



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

**Palm Beach County Water Utilities Department**

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

**Work Authorization No.: 4**

**Contractor Name: Johnson-Davis Incorporated**

**Project Name: CD03 Water Distribution System Improvements Phase 3- Berkshire**

**WUD Project No.: 15-102**

Bid Item No.	Bid Item (Furnish and Install with Appurtenances)	Quantity	Units	Unit Price	Total
4	6" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	20	LF	\$20.00	\$400.00
5	6" DIP Push-On Joint Water Main/Reclaimed Water Main	37	LF	\$38.00	\$1,406.00
7	8" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	2,476	LF	\$30.00	\$74,280.00
8	8" DIP Push-On Joint Water Main/Reclaimed Water Main	107	LF	\$40.00	\$4,280.00
14	12" DIP Push-On Joint Water Main/Reclaimed Water Main	20	LF	\$55.00	\$1,100.00
23	Ductile Iron Fittings for Water Main/Reclaimed Water Main	0.5770	Tons	\$5,000.00	\$2,885.00
35	6" Mechanical Joint Restraint for DIP	10	Each	\$215.00	\$2,150.00
36	8" Mechanical Joint Restraint for DIP	24	Each	\$275.00	\$6,600.00
37	12" Mechanical Joint Restraint for DIP	4	Each	\$425.00	\$1,700.00
41	6" Mechanical Joint Restraint for PVC	4	Each	\$220.00	\$880.00
42	8" Mechanical Joint Restraint for PVC	26	Each	\$280.00	\$7,280.00
49	8" Joint Restraint Gasket DIP (Field Lock of Fast Grip)	1	Each	\$120.00	\$120.00
54	8" PVC Pressure Pipe Restraint Harness	13	Each	\$150.00	\$1,950.00
65	6" Gate Valve & Valve Box	2	Each	\$1,000.00	\$2,000.00
66	8" Gate Valve & Valve Box	3	Each	\$1,500.00	\$4,500.00
80	12"X 8" Tapping Sleeve w/ Valve and Valve Box	1	Each	\$6,500.00	\$6,500.00
126	Fire Hydrant Assembly with Captivator Caps, 6" Gate Valve & Anchor Tee Assembly & 10-ft of 6" R.J. DIP	8	Each	\$6,000.00	\$48,000.00
129	Sample Points W/Double Strap Saddle & Corp. Stop	3	Each	\$500.00	\$1,500.00
130	Sample Points on Fire Hydrants	5	Each	\$900.00	\$4,500.00
145	Long Single 5/8" Meter Service (1-1/2" Polyethylene with 3" Casing up to 40' long)	24	Each	\$1,800.00	\$43,200.00
147	Long Double 5/8" Meter Service (1-1/2" Polyethylene with 3" Casing up to 40' long)	20	Each	\$2,000.00	\$40,000.00
148	Extra Long 5/8" Meter Service Line (1-1/2" PVC w/3" Casing) (up to 200' long)	120	LF	\$15.00	\$1,800.00
159	4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	2	Each	\$3,000.00	\$6,000.00
161	Grouting/Deactivation of Existing 4" Pipe	2,720	LF	\$7.00	\$19,040.00
162	Grouting/Deactivation of Existing 6" Pipe	1,602	LF	\$8.00	\$12,816.00
166	Milling of Asphalt	550	SY	\$15.00	\$8,250.00
167	Asphalt Overlay	45	Tons	\$200.00	\$9,000.00

Bid Item No.	Bid Item (Furnish and Install with Appurtenances)	Quantity	Units	Unit Price	Total
168	Asphalt Roadway Removal and Restoration (2.5" thick)	87	SY	\$50.00	\$4,350.00
169	Asphalt Roadway Restoration-Additional thickness of 1" per SY	87	SY	\$5.00	\$435.00
170	Asphalt Driveway Removal and Restoration (1.5" thick)	360	SY	\$60.00	\$21,600.00
171	Concrete Driveway Removal and Restoration	723	SY	\$85.00	\$61,455.00
173	Concrete Paver Brick Driveway Removal and Restoration	120	SY	\$100.00	\$12,000.00
177	Concrete Sidewalk Removal & Restoration	179	SY	\$65.00	\$11,635.00
178	Concrete Curb & Gutter Removal & Restoration	28	LF	\$45.00	\$1,260.00
181	Bahia Sod	3,946	SY	\$5.00	\$19,730.00
182	Root Barrier	230	LF	\$8.00	\$1,840.00
183	Remove Trees up to 12" diameter	13	Each	\$175.00	\$2,275.00
184	Record Drawing	4,000	LF	\$2.50	\$10,000.00
185	Construction Survey	4,000	LF	\$2.50	\$10,000.00
186	Preconstruction Video Taping	6,000	LF	\$1.00	\$6,000.00
187	Mail Box Removal and Reinstallation	17	Each	\$100.00	\$1,700.00
188	Maintenance of Traffic Residential Street	4,000	LF	\$2.00	\$8,000.00
189	Maintenance of Traffic Arterial Roadway	1000	LF	\$3.00	\$3,000.00
191	Density Tests	80	Each	\$40.00	\$3,200.00
192	Proctor Tests	3	Each	\$100.00	\$300.00
193	Concrete 12"x6" Cylinder Tests	8	Each	\$100.00	\$800.00
194	4-ft to 5-ft High Fence Removal and Reinstallation	70	LF	\$25.00	\$1,750.00
200	Remove & Replace Signs	13	Each	\$150.00	\$1,950.00
202	ADA Concrete Ramps per FDOT Index 304 (Include Ramp, Curb and Detectable Warning)	4	Each	\$2,500.00	\$10,000.00
203	Up to 1 1/2" PVC Water Service Installation within private property from meter box to the bldg. up to 200-ft (Plumbing Permit included)	67	Each	\$2,000.00	\$134,000.00
231	Silt Fence	5,000	LF	\$1.00	\$5,000.00
<b>(A) SUBTOTAL BASE BID (Bid Items 1-240)</b>					<b>\$644,417.00</b>
<b>No.</b>	<b>Additional Work/Mobilization/Demobilization</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total</b>
241	Additional Work not included in Bid Items (15% of Subtotal Bid Price [A])	1	LS	\$25,940.00	<b>\$25,940.00</b>
242	Mobilization (2.5% of Subtotal Bid Price [A])	1	LS	2.5%	\$16,110.43
243	Demobilization (1% of Subtotal Bid Price [A])	1	LS	1%	\$6,444.17
<b>(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 241-243)</b>					<b>\$48,494.60</b>
<b>TOTAL BID PRICE (A + B)</b>					<b>\$692,911.60</b>
<b>+No.</b>	<b>Additional Work Not Included in Bid Items (Bid Item 241)</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total</b>
241A	Long 2" Double Service	1	Each	\$3,200.00	\$3,200.00
241B	Long 1" Meter Service (2" Polyethylene) (Up to 40' Long)	1	Each	\$2,200.00	\$2,200.00
241C	10"x8" Tapping Sleeve w/Valve and Valve Box	2	Each	\$6,300.00	\$12,600.00
241D	Remove Existing Fire Hydrant	1	Each	\$500.00	\$500.00
241E	Short Double 5/8" Meter Service (1-1/2" Polyethylene) (Up to 10' long) Tier 15	3	Each	\$380.00	\$1,140.00
241F	Rear Easement Abandonment Locations and associated appurtenances	3	Each	\$2,100.00	\$6,300.00
					<b>\$25,940.00</b>

**ATTACHMENT F  
OEBO SCHEDULE 1**

**Office of Equal Business Opportunity Compliance Programs**

**OEBO SCHEDULE 1**

## OEBO SCHEDULE 1

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

**SOLICITATION/PROJECT/BID NAME:** CD03 WATER DISTRIBUTION SYSTEM IMPROVEMENTS PHASE 3 BERKSHIRE

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

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

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

**SOLICITATION/PROJECT/BID No.:** WUD 15-102

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

**PHONE NO.:** (561) 588-1170 **E-MAIL:** ccryer@johnsondavis.com

**DEPARTMENT:** Palm Beach County Water Utilities Department

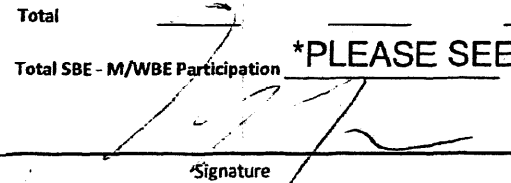
**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.**

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Johnson-Davis Incorporated, 604 Hillbrath Drive, Lantana, FL 33462, (561) 588-1170	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$556,308.15
2. WM.D. Adeimy Jr. Inc., 1201 Omar Rd., West Palm Beach 33405, (561) 832-6305	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$43,520.00	_____
3. Agricultural Land Services, Inc. 12265 State Road 7 Boynton Beach, (561) 732-6105	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$8,681.20	_____
4. Kathy A. Robinson dba Bird's Eye View 10906 Denoeu Road, Boynton Beach, 33472 (561) 732-3250	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$1,364.25	_____
5. Engenuity Group, Inc., 1201 Belvedere Road, West Palm Beach 33405, (561) 655-1151	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$5,498.00	_____
Total								\$556,308.15

Total Bid Price \$ 692,911.60

Total SBE - M/WBE Participation **\*PLEASE SEE PG. 2**

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

  
 \_\_\_\_\_  
 Signature

Wm. Clark C. Cryer, Est. Mgr.  
 \_\_\_\_\_  
 Title

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

# OEBO SCHEDULE 1

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

**SOLICITATION/PROJECT/BID NAME:** CD03 WATER DISTRIBUTION SYSTEM IMPROVEMENTS PHASE 3 BERKSHIRE

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

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

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

**SOLICITATION/PROJECT/BID No.:** WUD 15-102

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

**PHONE NO.:** (561) 588-1170 **E-MAIL:** ccryer@johnsondavis.com

**DEPARTMENT:** Palm Beach County Water Utilities Department

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.**

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other
		Minority/Women Business	Small Business					(Please Specify)
1. Jupiter Environmental Laboratories, Inc 150 South Old Dixie Hwy Jupiter 33458, (561) 575-0030	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$1,040.00	_____
2. Nutting Engineers of Florida Inc. 1310 Neptune Drive, Boynton Beach 33426, (561) 736-4900	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$2,425.00	_____
3. R & D Paving, LLC, 400 Executive Center Dr, West Palm Beach 33401, (561) 588-6681	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$40,820.00	_____
4. Rangeline Tapping Services, LLC 7256 Westport Place, Ste A, West Palm Beach 33413, (561) 798-3224	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$1,350.00	_____
5. Utility Supply Associates, Inc., 140 Commerce Rd, Boynton Beach 33426, (561) 493-9900	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$31,905.00	_____

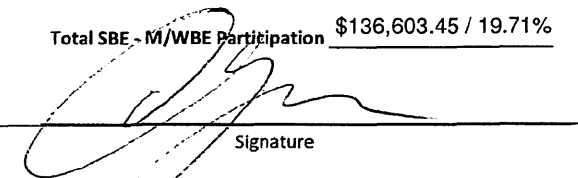
(Please use additional sheets if necessary)

**Total** \_\_\_\_\_

**Total SBE - M/WBE Participation** \$136,603.45 / 19.71%

**Total Bid Price \$** 692,911.60

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

  
Signature

Wm. Clark C. Cryer, Est. Mgr.  
Title

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

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

**Office of Equal Business Opportunity Compliance Programs**

Revised 01/02/2020

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: 15-102  
 SOLICITATION/PROJECT NAME: CD03 WATER DISTRIBUTION SYSTEM IMPROVMENTS PHASE 3 BERKSHIRE

Prime Contractor: Johnson-Davis Incorporated Subcontractor: WM.D Adeimy Jr. Inc.

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

SBE  WBE  MBE  M/WBE  Non-S/M/WBE - Date of Palm Beach County Certification (if applicable): 3/22/20 - 3/21/2023

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
171	Concrete Driveway Restoration	\$38.00	723/SY	\$0.00	\$27,474.00
173	Concrete Paver Brick Driveway Restoration	\$45.00	120/SY	\$0.00	\$5,400.00
177	Concrete Sidewalk Restoration	\$34.00	179/SY	\$0.00	\$6,086.00
178	Concrete Curb & Gutter Restoration	\$20.00	28/LF	\$0.00	\$560.00

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: \$43,520.00 / 6.28%

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

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

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

Johnson-Davis Incorporated  
 Print Name of Prime  
 By: [Signature]  
 Authorized Signature  
 Wm. C Clark Cryer  
 Print Name  
**Estimating Manager**  
 Title  
 Date: 5/20/2020

WM.D Adeimy Jr. Inc.  
 Print Name of Subcontractor/subconsultant  
 By: [Signature]  
 Authorized Signature  
 William D. Adeimy, Jr.  
 Print Name  
**President**  
 Title  
 Date: 5/14/20

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: 15-102

SOLICITATION/PROJECT NAME: CD03 WATER DISTRIBUTION SYSTEM IMPROVEMENTS PHASE 3 BERKSHIRE

Prime Contractor: Johnson-Davis Incorporated Subcontractor: Kathy A. Robinson dba Bird's Eye View

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

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 3/25/2019 - 3/24/2022

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

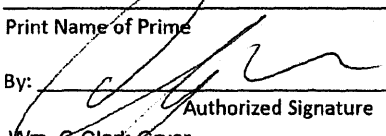
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
186	Preconstruction Video Taping	\$0.23	6,000/LF	0.00	\$1,364.25

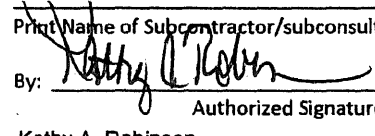
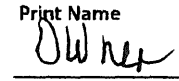
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$1,364.25 / 0.20%

**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.**

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

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

**Johnson-Davis Incorporated**  
 \_\_\_\_\_  
 Print Name of Prime  
 By:   
 \_\_\_\_\_  
 Authorized Signature  
 Wm. C. Clark Cryer  
 \_\_\_\_\_  
 Print Name  
**Estimating Manager**  
 \_\_\_\_\_  
 Title  
 Date: 5/20/2020

Kathy A. Robinson dba Bird's Eye View  
 \_\_\_\_\_  
 Print Name of Subcontractor/subconsultant  
 By:   
 \_\_\_\_\_  
 Authorized Signature  
 Kathy A. Robinson  
 \_\_\_\_\_  
 Print Name  
  
 \_\_\_\_\_  
 Title  
 Date: 5/18/2020



**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: 15-102  
 SOLICITATION/PROJECT NAME: CD03 WATER DISTRIBUTION SYSTEM IMPROVMENTS PHASE 3 BERKSHIRE

Prime Contractor: Johnson-Davis Incorporated Subcontractor: Engenuity Group, Inc.

**(Check box(s) that apply)**  
 SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 2/26/2019 - 2/25/2022

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

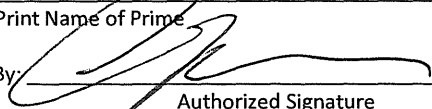
**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

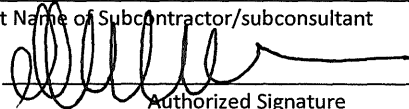
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
185	Construction Survey	\$1,3745	4,000/LF	0.00	\$5,498.00

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: \$5,498.00 / 0.79%

**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.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

**Johnson-Davis Incorporated**  
 Print Name of Prime  
 By:   
 Authorized Signature  
 Wm. C. Clark Cryer  
 Print Name  
**Estimating Manager**  
 Title  
 Date: 5/22/2020

**Engenuity Group, Inc.**  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
 Keith B. Jackson  
 Print Name  
**Vice President**  
 Title  
 Date: 5/18/2020

**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 15-102  
 SOLICITATION/PROJECT NAME: CD03 WATER DISTRIBUTION SYSTEM IMPROVEMENTS PHASE 3 BERKSHIRE

Prime Contractor: Johnson-Davis Incorporated Subcontractor: Jupiter Environmental Laboratories, Inc.

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

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 3/4/20 - 3/3/23

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

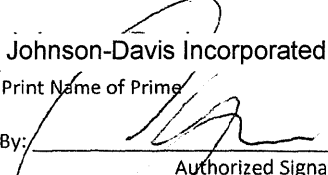
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
129	Sample Points	\$130.00	3/Each	\$0.00	\$390.00
130	Sample Points on Fire Hydrants	\$130.00	5/Each	\$0.00	\$650.00

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: \$1,040.00 / 0.15%

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

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

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

Johnson-Davis Incorporated  
 Print Name of Prime  
 By:   
 Authorized Signature  
Wm. C. Clark Cryer  
 Print Name  
Estimating Manager  
 Title  
 Date: 5/14/2020

Jupiter Environmental Laboratories, Inc.  
 Print Name of Subcontractor/subconsultant  
 By: Glynda Russell Digitally signed by Glynda Russell  
 Date: 2020.05.14 13:21:19 -0400  
 Authorized Signature  
Glynda E. Russell  
 Print Name  
President  
 Title  
 Date: 5/14/2020

**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 15-102

SOLICITATION/PROJECT NAME: CD03 WATER DISTRIBUTION SYSTEM IMPROVEMENTS PHASE 3 BERKSHIRE

Prime Contractor: Johnson-Davis Incorporated Subcontractor: Nutting Engineers of Florida Inc.

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

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 9/30/17 - 9/29/20

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
191	Density Tests	\$20.00	80/Each	\$0.00	\$1,600.00
192	Proctor Tests	\$75.00	3/Each	\$0.00	\$225.00
193	Concrete 12" x 6" Cylinder Tests	\$75.00	8/Each	\$0.00	\$600.00

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: \$2,425.00 / 0.35%

**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.**

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

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

Johnson-Davis Incorporated  
 Print Name of Prime  
 By: [Signature]  
 Authorized Signature  
Wm. C. Clark Cryer  
 Print Name  
Estimating Manager  
 Title  
 Date: 5/20/2020

Nutting Engineers of Florida Inc.  
 Print Name of Subcontractor/subconsultant  
 By: [Signature]  
 Authorized Signature  
Elizabeth Butler  
 Print Name  
Principal/Corporate Secretary/Treasurer  
 Title  
 Date: May 13, 2020

**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 15-102

SOLICITATION/PROJECT NAME: CD03 WATER DISTRIBUTION SYSTEM IMPROVEMENTS PHASE 3 BERKSHIRE

Prime Contractor: Johnson-Davis Incorporated

Subcontractor: R & D Paving, LLC

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

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

Date of Palm Beach County Certification (if applicable): 4/10/19 - 4/9/22

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

**Column 1**

**Column 2**

**Column 3**

Male  Female

African-American/Black  Asian American  Caucasian American  
 Hispanic American  Native American

Supplier

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
166	Milling of Asphalt	\$14.00	550/SY	\$0.00	\$7,700.00
167	Asphalt Overlay	\$180.00	45/Tons	\$0.00	\$8,100.00
168	Asphalt Roadway Removal & Restoration (2.5" Thick)	\$45.00	87/SY	\$0.00	\$3,915.00
169	Asphalt Roadway Restoration - Additional 1" per SY	\$15.00	87/SY	\$0.00	\$1,305.00
170	Asphalt Driveway Removal and Restoration (1.5" Thick)	\$55.00	360/SY	\$0.00	\$19,800.00

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: \$40,820.00 / 5.89%

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

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

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

Johnson-Davis Incorporated

Print Name of Prime

By:

  
 Authorized Signature

Wm. C. Clark Cryer

Print Name

Estimating Manager

Title

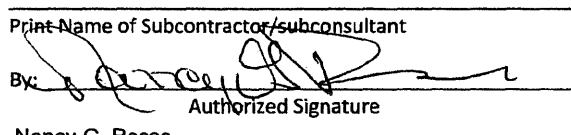
Date:

5/20/2020

R & D Paving, LLC

Print Name of Subcontractor/subconsultant

By:

  
 Authorized Signature

Nancy G. Rosso

Print Name

Managing Member

Title

Date:

5-13-2020

Revised 09/17/2019

**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 15-102  
 SOLICITATION/PROJECT NAME: CD03 WATER DISTRIBUTION SYSTEM IMPROVEMENTS PHASE 3 BERKSHIRE

Prime Contractor: Johnson-Davis Incorporated Subcontractor: Rangeline Tapping Services, Inc.

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

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 2/20/18 - 2/19/21

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

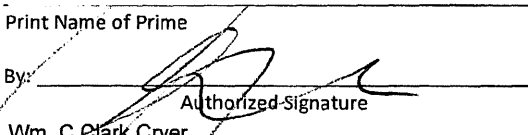
**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

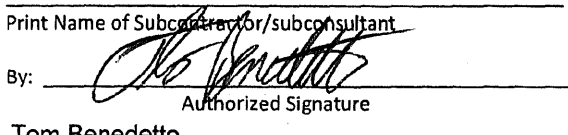
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
80	12" x 8" Tapping Sleeve w/Valve and Valve Box	\$450.00	1/Each	\$0.00	\$450.00
241C	10" x 8" Tapping Sleeve w/Valve and Valve Box	\$450.00	2/Each	\$0.00	\$900.00

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: \$1,350.00 / 0.19%

**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.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Johnson-Davis Incorporated  
 Print Name of Prime  
 By:   
 Authorized Signature  
Wm. C. Clark Cryer  
 Print Name  
Estimating Manager  
 Title  
 Date: 5/20/2020

Rangeline Tapping Services, Inc.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Tom Benedetto  
 Print Name  
Chief Financial Officer  
 Title  
 Date: 5/19/2020



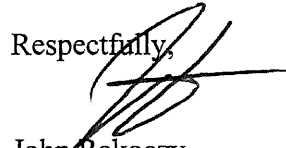
January 1, 2020

To Whom It May Concern:

This letter is to authorize Thomas Benedetto, Chief Financial Officer of Rangeline Tapping Services, Inc. to sign on my behalf. The documents authorized for Mr. Benedetto to sign are the following: Work Authorizations, Release of Liens, Subcontracts, Change Orders, Purchase Orders and Pay Applications.

This letter authorizes in perpetuity and only expires upon written notice from me.

Respectfully,

  
John Rakoczy  
President  
Rangeline Tapping Services, Inc

**Rangeline Tapping Services, Inc.**  
P.O. Box 210155 • Royal Palm Beach, FL 33421  
Phone: (800) 346-5971 • Fax: (561) 798-2113



**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 15-102

SOLICITATION/PROJECT NAME: CD03 WATER DISTRIBUTION SYSTEM IMPROVEMENTS PHASE 3 BERKSHIRE

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): 8/22/2019 - 8/21/2022

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input checked="" type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
	Utility Construction (see attachment)				

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: \$53,175 x 60% (Supplier) = \$31,905 (4.58%)

**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.**

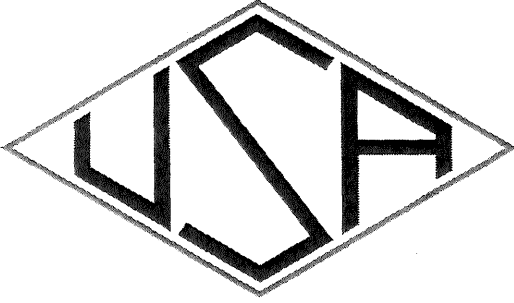
\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

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

Johnson-Davis Incorporated  
 Print Name of Prime  
 By: [Signature]  
 Authorized Signature  
 Wm. C. Clark-Cryer  
 Print Name  
 Estimating Manager  
 Title  
 Date: 5/14/2020

Utility Supply Associates, Inc.  
 Print Name of Subcontractor/subconsultant  
 By: [Signature]  
 Authorized Signature  
 Bill Potts  
 Print Name  
 Secretary  
 Title  
 Date: 5/14/2020

**QUOTATION**



Utility Supply Associates, Inc.  
 140 Commerce Road • Boynton Beach, Florida 33426  
 Phone: (561) 493-9900 • Fax: (561) 493-9901  
 E-mail: sales@utilitysupplyassociates.com

**Client:** JOHNSON DAVIS

**DATE:** 22-May-20

**Project:** CD03 WATER DISTRIBUTION SYSTEM IMPROVE WUD 15-102 BERKSHIRE

**Location:** PBC

**ATT:** JAMES AMSLER

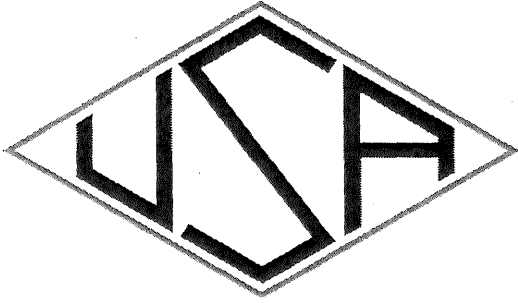
Qty.	U/M	Description	Unit	Total Cost
20	LF	6" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	\$ 4.00	\$ 80.00
40	LF	6" DIP Push-On Joint Water Main/Reclaimed Water Main	\$ 14.50	\$ 580.00
2,480	LF	8" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	\$ 7.20	\$ 17,856.00
120	LF	8" DIP Push-On Joint Water Main/Reclaimed Water Main	\$ 19.20	\$ 2,304.00
20	LF	12" DIP Push-On Joint Water Main/Reclaimed Water Main	\$ 31.40	\$ 628.00
3	EA	Detectable Tape	\$ 55.00	\$ 165.00
1	EA	Induron Paing	\$ 56.00	\$ 56.00
0.5770	Tons	Ductile Iron Fittings for Water Main/Reclaimed Water Main	\$ 2,473.20	\$ 2,473.20
10	Each	6" Mechanical Joint Restraint for DIP	\$ 31.50	\$ 315.00
24	Each	8" Mechanical Joint Restraint for DIP	\$ 43.00	\$ 1,032.00
4	Each	12" Mechanical Joint Restraint for DIP	\$ 83.00	\$ 332.00
4	Each	6" Mechanical Joint Restraint for PVC	\$ 36.70	\$ 146.80
26	Each	8" Mechanical Joint Restraint for PVC	\$ 49.50	\$ 1,287.00
1	Each	8" Joint Restraint Gasket DIP (Field Lock or Fast Grip)	\$ 89.00	\$ 89.00
13	Each	8" PVC Pressure Pipe Restraint Harness	\$ 123.00	\$ 1,599.00
2	Each	6" Gate Valve & Valve Box	\$ 430.00	\$ 860.00
3	Each	8" Gate Valve & Valve Box	\$ 630.00	\$ 1,890.00
1	Each	12"X 8" Tapping Sleeve w/ Valve and Valve Box		\$ -
8	Each	Fire Hydrant Assembly with Captivator Caps, 6" Gate Valve & Anchor Tee Assembly & 10-ft of 6" R.J. DIP	\$ 1,500.00	\$ 12,000.00
8	Each	CAPTIVATOR SETS	\$ 570.00	\$ 4,560.00
8	Each	6" MJ GATE VALVE	\$ 430.00	\$ 3,440.00
13	Each	461-S VALVE BOX	\$ 70.00	\$ 910.00
13	Each	461-S VALVE BOX LID	\$ 44.00	\$ 572.00

Terms:

Bid Validity: 30 days from Quote Date.



**QUOTATION**



Utility Supply Associates, Inc.  
140 Commerce Road • Boynton Beach, Florida 33426  
Phone: (561) 493-9900 • Fax: (561) 493-9901  
E-mail: sales@utilitysupplyassociates.com

Client **JOHNSON DAVIS**

DATE: **22-May-20**

Project: **CD03 WATER DISTRIBUTION SYSTEM IMPROVE WUD 15-102 BERKSHIRE**

Location: **PBC** ATT: **JAMES AMSLER**

Qty.	U/M	Description	Unit	Total Cost
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All quotes subject to product availability. USA will only honor the price until the ship-by date.  
Terms of Sale: Net 30  
Quoted & Payable in U.S. Dollars.  
Our prices are based on supplying essentially all mat'l quoted.  
If unit prices differ from the total, unit prices will prevail.  
CUSTOMER TO DETERMINE PRODUCT SUITABILITY AND APPLICATION

---

<b>TOTAL - F.O.B. Palm Beach COUNTY, FL</b>	<b>\$ 53,175.00</b>
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For: Utility Supply Associates, Inc.

*Bill Potts*  
Operations Manager

**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 15-102

SOLICITATION/PROJECT NAME: CD03 WATER DISTRIBUTION SYSTEM IMPROVMENTS PHASE 3 BERKSHIRE

Prime Contractor: Johnson-Davis Incorporated

Subcontractor: Agricultural Land Services, Inc.

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

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

Date of Palm Beach County Certification (if applicable): 11/4/2019 - 11/3/2022

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. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
181	Bahia Sod	\$2.20	3,946/SY	0.00	\$8,681.20

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: \$8,681.20 / 1.25%

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

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

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

Johnson-Davis Incorporated

Print Name of Prime

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

Authorized Signature

Wm. C Clark Cryer

Print Name

**Estimating Manager**

Title

Date: 5/29/2020

Agricultural Land Services, Inc.

Print Name of Subcontractor/subconsultant

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

Authorized Signature

Bob Lines

Print Name

**Treasurer**

Title

Date: 5/18/2020

Revised 09/17/2019

**ATTACHMENT G**

**Palm Beach County Water Utilities Department**

**2019 Pipeline Continuing Construction Contract**

Resolution No. R2020-\_\_\_\_\_ Contract Dated July 14, 2020

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

**SBE Master Contract Goal 20.07%**

**SBE**

**Current Proposal**

Value of Authorization No.: <u>4</u>	\$692,911.60
Value of SBE-M/WBE Letters of Intent	\$136,603.45
Actual SBE Percentage	<u>19.71%</u>

**Signed/Approved Authorizations**

Total Value of Authorizations	\$1,929,671.90
Total Value of SBE-M/WBE Signed Subcontractors	\$446,243.66
Actual SBE Percentage	<u>23.12%</u>

**Signed/Approved Authorizations Plus Current Proposal**

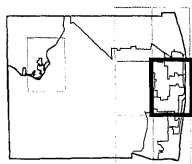
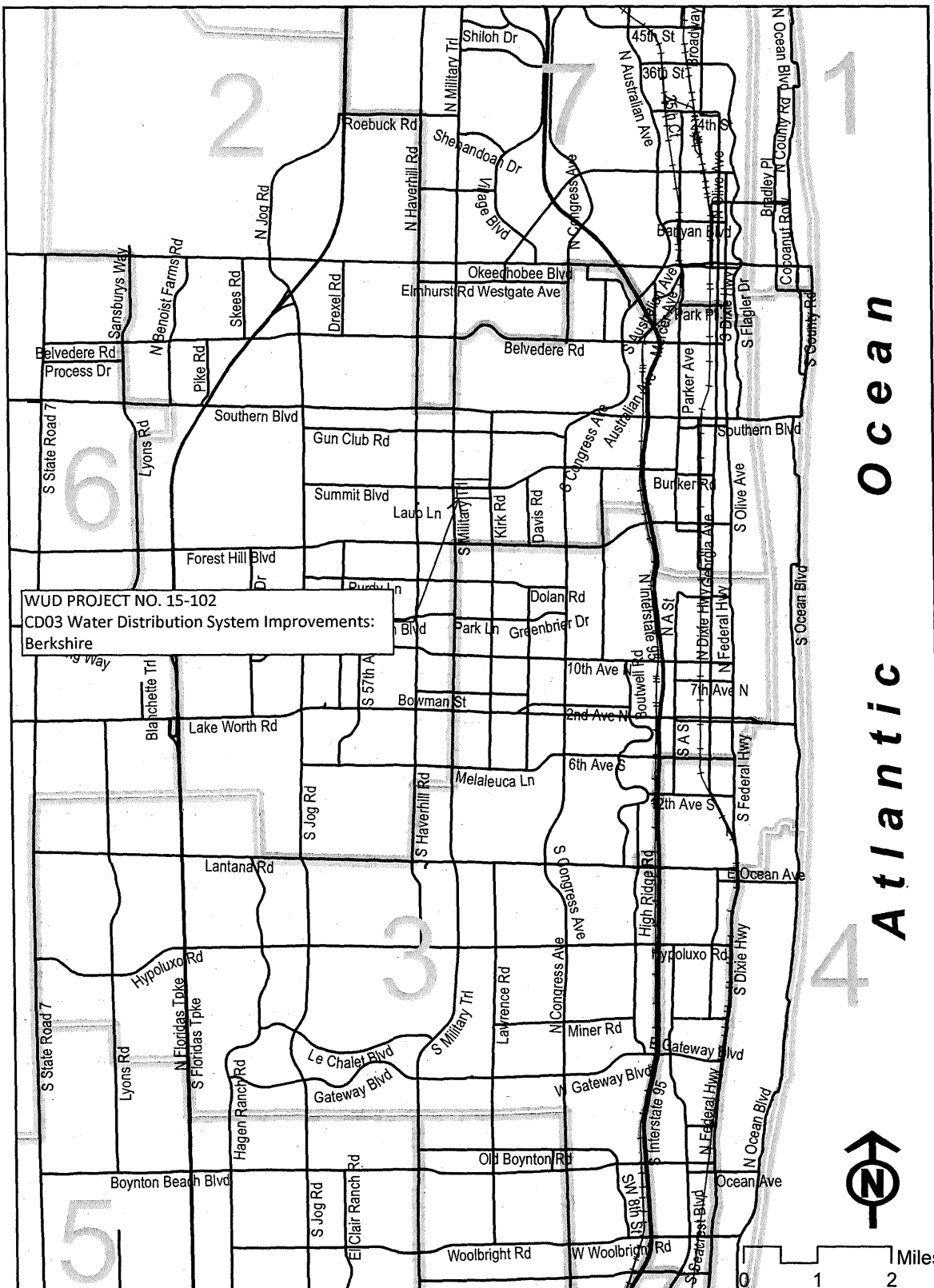
Total Value of Authorization	\$2,622,583.50
Total Value of Subcontractors & Letters of Intent	\$582,847.11
Actual SBE Percentage	<u>22.22%</u>

Revised 01/02/2020

# Project Location

## ATTACHMENT H

WORK AUTHORIZATION NO. 4  
 JOHNSON-DAVIS INCORPORATED  
 WUD PROJECT NO. 15-102



Location Sketch

**ATTACHMENT 2**

JOHNINC-02

AMJOHNSO



**CERTIFICATE OF LIABILITY INSURANCE**

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		6080884045	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6080884059	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X		6080884076	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	6080884062	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			6081007778	7/1/2020	7/1/2021	Leased Rented 300,000
E	Pollution			7930030920005	7/1/2020	7/1/2021	Occ/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project No: WUD 19-040/2019 Pipeline Continuing Construction Contract

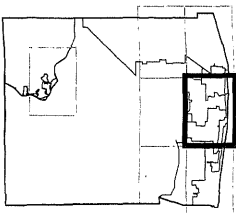
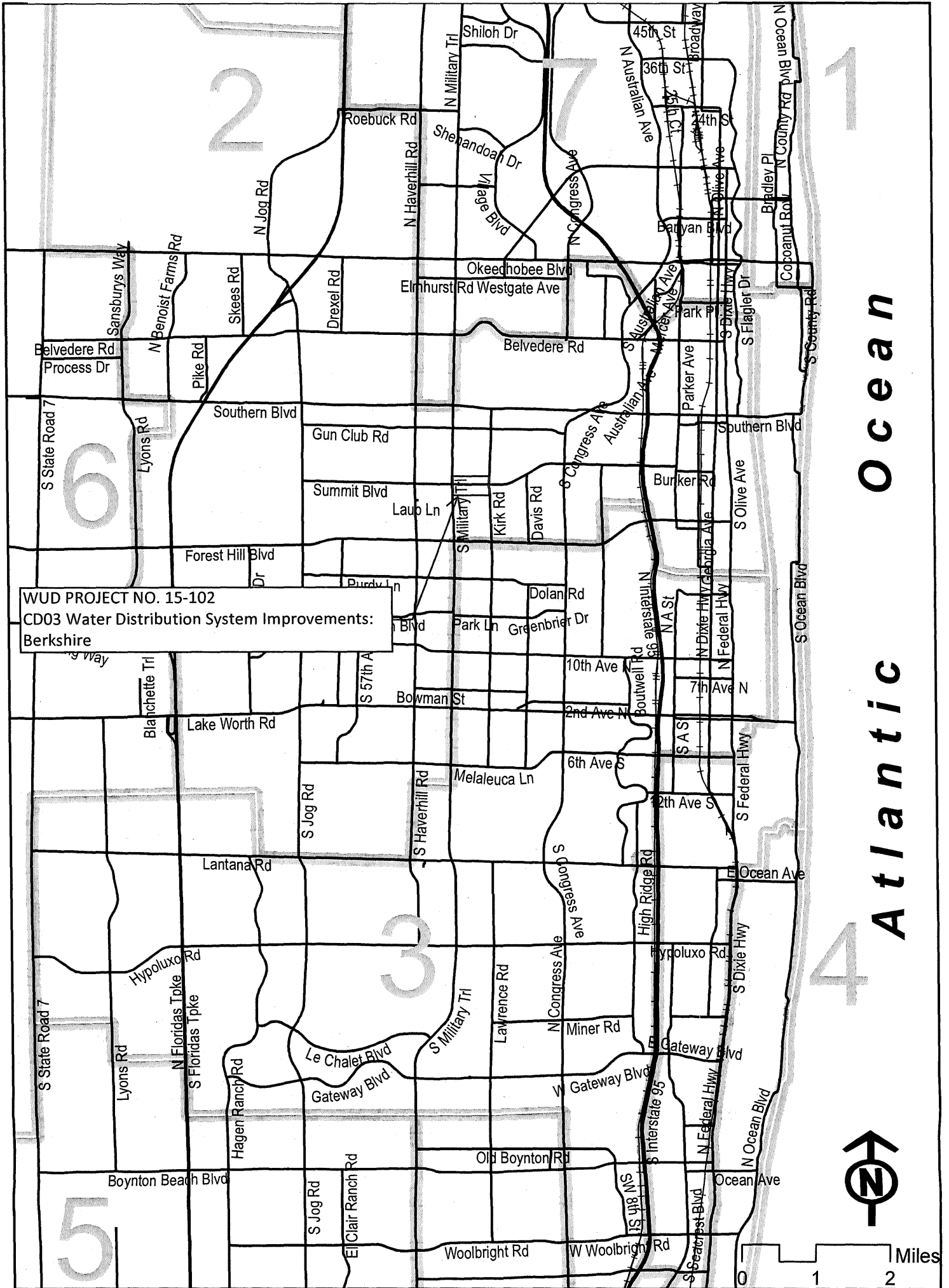
Palm Beach County, Board of County Commissioners, a political subdivision of the State of Florida are hereby named as additional insured under the terms of this policy. In addition, Palm Beach County Water Utilities Department, its officers, directors, agents and employees are hereby named as additional insured under the terms of this policy for the 2019 Pipeline Continuing Construction Project No. WUD 19-040. Workers Compensation includes a waiver of subrogation in favor of the additional insured. Palm Beach County, Board of County Commissioners, a political subdivision of the State of Florida are named additional insured and loss payee with respect to the Inland Marine/Transit.  
Cancellation: Thirty (30) day's notice except for Ten (10) day's notice for non-payment of premium.

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

# Project Location

## ATTACHMENT 3

WORK AUTHORIZATION NO. 4  
 JOHNSON-DAVIS INCORPORATED  
 WUD PROJECT NO. 15-102



**Location Sketch**