

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	November 5, 2024	Consent [X]	Regular []
		Public Hearing []	
Department:	Water Utilities Department		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order (WO) No. 9 to the 2022 Pipeline Continuing Construction Contract (Continuing Contract) with Johnson–Davis Incorporated (Contractor) for the Pipeline Emergency Services Repair (Project) for a not to exceed amount of \$498,099.75

Summary: On May 16, 2023, the Board of County Commissioners approved the Palm Beach County Water Utilities Department (PBCWUD) Continuing Contract (R2023-0675) with Contractor. WO No. 9 provides for the furnishing of all the material necessary for future emergency pipeline repairs on pressurized pipes within the PBCWUD service area. The Project includes the supply of large diameter Ductile Iron Pipes (DIP) and appurtenances ranging in size from 16-inch to 36-inch.

This Contract was presented to the Goal Setting Committee (Committee) on September 8, 2022 and the Committee established an Affirmative Procurement Initiative (API) of 20% Small Business Enterprise (SBE) subcontracting participation of which 5% shall be among certified African American (AA) and/or Hispanic American (HA) owned firms. Contractor committed to 20.83% SBE participation, which includes 5.51% Minority Business Enterprise (MBE) participation, 5.38% MBE (HA) and 0.13% MBE (AA). The proposed SBE participation for this WO No. 9 is 13.66%, which includes 0% MBE, 0% MBE (HA) and 0% MBE (AA). To date, the overall participation achieved on this project is 14.74%. Contractor is a Palm Beach County based company. The Project is included in the PBCWUD FY25 budget. (PBCWUD Project No. 24-034) Countywide (MWJ)

Background and Justification: The PBCWUD owns and operates large diameter potable water mains, sewer force mains, and reclaimed water mains as part of the pressurized piping system. PBCWUD performs emergency repairs on these pipelines throughout its service area. The Project will reduce the time needed to undertake the installation of infrastructure necessary to complete required utility repairs during an emergency due to a pipe break. The Project will increase reliability of the water distribution and wastewater collection system and decrease the time needed for necessary emergency repairs.

Attachments:

1. Two (2) Originals of Work Order No. 9
2. Location Map
3. Ebix Compliance Summary Report

Recommended By:	<u>Ali Bayat</u>	<u>10/22/2024</u>
	Department Director	Date

Approved By:	<u>[Signature]</u>	<u>10/31/24</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	<u>\$498,100</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>\$498,100</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: *En C/A for E/F*

III. REVIEW COMMENTS

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

Lisa Mante 10/17/2024
OFMB *JA Kille*
AMF 10/17

Brandi Brock 10/21/24
Contract Development and Control

B. Legal Sufficiency:

[Signature] 10/22/24
Assistant County Attorney

C. Other Department Review:

Department Director

WORK ORDER NO. 9
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0675 Contract Dated 5/16/2023

Project Title: Emergency Pipeline Repair Services

PBCWUD Project No.: 24-034

Contractor: Johnson-Davis Incorporated

Address: 604 Hillbrath Drive, Lantana, FL 33462

Budget Line Item No.: 4001-720-2460-4615

District No.: County-Wide

This Work Order provides for: Furnishing of all the materials necessary for future emergency pipeline repairs on pressurized pipes within the Palm Beach County Water Utilities Department (PBCWUD) service area. The contract provides for the supply of large diameter Ductile Iron Pipe (DIP) and appurtenances ranging in size from 16-inches to 36-inches. The contract will reduce the time needed to undertake the installation of infrastructure necessary to complete required utility repairs during an emergency due to a pipe break.

(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 13.66% 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 14.74%, which includes 0.37% MBE participation, 0.00% MBE (H), and 0.37% 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 365 Calendar Days

Final Completion 395 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. 9
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0675 Contract Dated 5/16/2023

Project Title: Emergency Pipeline Repair Services

PBCWUD Project No.: 24-034

3. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$498,099.75.
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. 9
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0675 Contract Dated 5/16/2023

Project Title: Emergency Pipeline Repair Services

PBCWUD Project No.: 24-034

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: _____
RE
AB
_____, Mayor

Typed Name: _____
Deputy Clerk

(Date)

Approved as to Form and Legal
Sufficiency

Johnson-Davis Incorporated
(Contractor)

Signed: _____

WILLIAM CRAYER
(Print Name)

Typed Name: Michael W. Jones
County Attorney

(Signature)

VICE PRESIDENT
(Title)

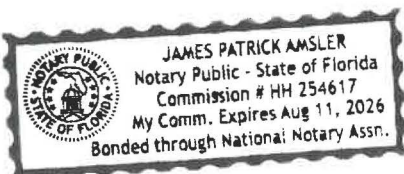
8/30/2024
(Date)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,
this 30TH day of AUGUST, 2024, by WILLIAM CRAYER who is personally known to
me or has produced _____ as identification.

James P. Amster
(Signature of Notary Public - State of Florida)



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

WORK ORDER NO. 9
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0675 Contract Dated 5/16/2023

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.: 24-034

Project Title: Emergency Pipeline Repair Services

Johnson-Davis Incorporated (CONTRACTOR) shall perform:

The Work Order provides for the supply and installation of DIP and related appurtenances ranging in size from 16 inches to 36 inches. The Work Order includes furnishing, installing, and repairing all materials necessary for future emergency pipeline repairs on pressurized pipes within the PBCWUD service area. This includes the repair of large diameter DIP, line stops, valves, and other associated appurtenances required for emergency pipe installation. The Work Order also covers the restoration of all affected areas.

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	Approved	\$199,230.61	\$0.00	0.00%	CRC	10/11/2023
2	23-050	Emergency By-pass Piping	Approved	\$97,600.00	\$0.00	0.00%	WUD	10/10/2023
3	15-102	Water Distribution System Improvements	Approved	\$970,146.33	\$204,978.55	21.12%	BCC	11/7/2023
4	15-102	Water Distribution System Improvements	Approved	\$1,031,495.73	\$223,267.25	21.64%	BCC	11/7/2023
5	24-006	Force Main Replacement; Turnpike North of West Palm Beach Service Plaza	Approved	\$233,184.95	\$0.00	0.00%	BCC	3/5/2024
6	24-010	Water Main Repair at Orange Boulevard and 140 th Avenue North	Approved	\$118,507.15	\$11,250.00	9.49%	CRC	3/13/2024
6.1	24-010	Water Main Repair at Orange Boulevard and 140 th Avenue North	Approved	\$37,080.07	\$0.00	0.00%	WUD	5/29/2024
7	21-065	S.R. 15/U.S.-441 from South of Shirley Dr. to east of Main Street; F.D.O.T. # 443994	Approved	\$144,695.49	\$9,208.95	6.36%	CRC	4/17/2024
8	24-017	Water Main Replacement at SW 16th Street and Martin Luther King Jr Boulevard	Approved	\$141,197.60	\$0.00	0.00%	CRC	5/29/2024
9	24-034	Emergency Pipeline Repair Services	Pending	\$498,099.75	\$68,047.02	13.66%	BCC	Pending



Liberty Mutual Surety

August 26, 2024

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

RE: **Johnson-Davis Incorporated**

Bond No: 016241413

Project: Emergency Pipeline Repair Services; PBCWUD Project No: 24-034

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

Ted Jorgensen, Attorney-in-Fact

ATTACHMENT C

**PUBLIC CONSTRUCTION BOND – WORK ORDER NO. 9
TO 2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0675 Contract Dated May 16, 2023**

PROJECT TITLE: Emergency Pipeline Repair Services

PBCWUD PROJECT NO.: 24-034

BOND NUMBER: 016241413

WORK ORDER/BOND AMOUNT: \$498,099.75

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: Furnishing, installing, and repairing all materials necessary for future emergency pipeline repairs on pressurized pipes within PBCWUD service area.

PROJECT LOCATION: PBCWUD Service Area

LEGAL DESCRIPTION: PBCWUD Service Area

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Order No. 9 to 2022 Pipeline Continuing Construction Contract, Contract Resolution No. R2023-0675 dated on May 16, 2023.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of Four Hundred ninety-eight thousand ninety-nine dollars and seventy-five cents, 498,099.75 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. 9 to 2022 Pipeline Continuing Construction Contract Contract Resolution No. R2023-0675 with the County for

Work Order Project Name: Emergency Pipeline Repairs Services

Work Order Project No.: 24-034

Project Description: Furnishing, installing, and repairing all materials necessary for future emergency pipeline repairs on pressurized pipes within PBCWUD service area.

Project Location: PBCWUD Service Area

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

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

- a. Performs the Work Order dated _____, 20____, between Principal and County for the construction of the above project, the Work Order being made a part of this bond by reference, at the times and in the manner prescribed in the Work Order; and
- b. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Work Order; and

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

James P. Ansler
 (Witness)

Johnson-Davis Incorporated
 (Principal)
 (seal)

JAMES ANSLER
 (Print Name)

WILLIAM CRYER
 (Print Name)

Nicole Stillings
 (Witness)

VICE PRESIDENT
 (Title)

Nicole Stillings
 (Print Name)

Liberty Mutual Insurance Company
 (Surety)
 (seal)

Joshua R. Loftis
 (Print Name)

Joshua R. Loftis, 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: 8210698 - 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, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis 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 31st day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of August, 2023 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 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 1128044
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 _____, 2023.



By: Renee C. Llewellyn, Assistant Secretary

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

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

ATTACHMENT D

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name)

Johnson-Davis Incorporated and Liberty Mutual Insurance Company

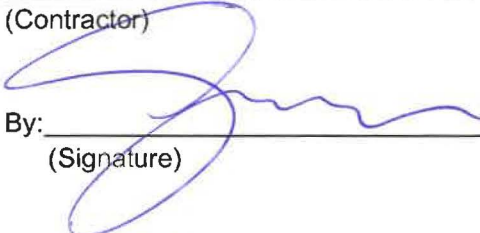
We the undersigned hereby guarantee that the 2022 Pipeline Continuing Construction Contract, Resolution No. R2023-0675, Contract Dated May 16, 2023, PBCWUD Project No. 24-034, Work Order No. 9, Project Title: Emergency Pipeline Repair Services, Palm Beach County, Florida, which we have constructed and 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)

WILLIAM CRYER
(Print Name)

Liberty Mutual Insurance Company
(Surety)

By: 
(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: 8210698 - 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, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis 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 31st day of August, 2023.



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

By: [Signature]
David M. Carey, Assistant Secretary

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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of August, 2023 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 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: [Signature]
Teresa Pastella, Notary Public

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

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

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

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

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

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 _____, _____.



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

ATTACHMENT E

SCHEDULE OF BID ITEMS

Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract

Contract Resolution No. R2023-0675

Contract Dated;

May 16, 2023

Work Authorization No.: 9

Contractor Name: Johnson-Davis Incorporated

Project Name: Emergency Repair Services

PBCWUD Project No.: 24-034

Bid Item	Description	Unit	Quantity	Unit Price	Total
17	16" DIP Push-On Joint Water Main/Reclaimed Water Main	LF	20	\$200.00	\$4,000.00
18	16" DIP Push-On Joint Wastewater Force Main	LF	20	\$225.00	\$4,500.00
20	24" DIP Push-On Joint Water Main/Reclaimed Water Main	LF	20	\$325.00	\$6,500.00
21	24" DIP Restrained Joint Water Main/Reclaimed Water Main	LF	20	\$340.00	\$6,800.00
22	24" DIP Push-On Wastewater Force Main	LF	20	\$350.00	\$7,000.00
24	30" DIP Push-On Wastewater Force Main	LF	20	\$550.00	\$11,000.00
25	30" DIP Restrained Joint Water Main/Reclaimed Water Main	LF	20	\$575.00	\$11,500.00
26	36" DIP Restrained Joint Water Main/Reclaimed Water Main	LF	20	\$800.00	\$16,000.00
27	36" DIP Push-On Joint Wastewater Force Main	LF	20	\$750.00	\$15,000.00
33	Ductile Iron Fittings for Water Main/Reclaimed Water Main	Tons	1	\$6,500.00	\$6,500.00
34	Ductile Iron Fittings for Wastewater Force Main	Tons	1	\$18,000.00	\$18,000.00
49	16" DIP/PVC x HDPE Adapter	EA	2	\$2,600.00	\$5,200.00
51	24" DIP/PVC x HDPE Adapter	EA	2	\$3,400.00	\$6,800.00
52	30" DIP/PVC x HDPE Adapter	EA	2	\$5,500.00	\$11,000.00
58	16" Mechanical Joint Restraint for DIP	EA	2	\$1,200.00	\$2,400.00
59	24" Mechanical Joint Restraint for DIP	EA	2	\$1,750.00	\$3,500.00
60	30" Mechanical Joint Restraint for DIP	EA	2	\$2,800.00	\$5,600.00
61	36" Mechanical Joint Restraint for DIP	EA	2	\$3,500.00	\$7,000.00
77	24" Joint Restraint Gasket DIP (Field Lock or Fast Grip)	EA	2	\$850.00	\$1,700.00
99	Restrain existing 16" DIP Pressure Pipe	EA	2	\$4,500.00	\$9,000.00
101	Restrain existing 24" DIP Pressure Pipe	EA	2	\$6,000.00	\$12,000.00
188	Sample Points W/Double Strap Saddle & Corp. Stop	EA	3	\$900.00	\$2,700.00
235	16" to 24" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	EA	2	\$10,000.00	\$20,000.00
245	Milling of Asphalt (1.5" - 2" thick)	SY	400	\$15.00	\$6,000.00
246	Asphalt Overlay	Tons	18.750	\$300.00	\$5,625.000
247	Asphalt Roadway Removal and Restoration (2.5" thick)	SY	133.3333	\$80.00	\$10,666.667
259	Floritam Sod	SY	100	\$10.00	\$1,000.00
260	Bahia Sod	SY	100	\$8.00	\$800.00
263	Record Drawing	LF	100	\$3.00	\$300.00
264	Construction Survey	LF	100	\$3.00	\$300.00
265	Preconstruction Video Taping	LF	100	\$2.50	\$250.00
267	Maintenance of Traffic Residential Street	LF	500	\$3.00	\$1,500.00
268	Maintenance of Traffic Arterial Roadway	LF	500	\$4.00	\$2,000.00
269	Maintenance of FDOT Roadway	LF	500	\$6.00	\$3,000.00
270	Density Tests	EA	10	\$75.00	\$750.00
271	Proctor Tests	EA	5	\$125.00	\$625.00
319	16" Single Line Stop (for PVC/DIP/CIP/AC)	EA	2	\$19,000.00	\$38,000.00
322	24" Single Line Stop (for PVC/DIP/CIP/AC)	EA	2	\$35,000.00	\$70,000.00
323	30" Single Line Stop (for PVC/DIP/CIP/AC)	EA	1	\$50,000.00	\$50,000.00
324	36" Single Line Stop (for PVC/DIP/CIP/AC)	EA	1	\$65,000.00	\$65,000.00
	(A) SUBTOTAL BASE BID (Bid Items 1-333)				\$459,516.67
334	Additional Work not included in Bid Items (334A)	LS	1	\$22,500.00	\$22,500.00
335	Mobilization (2.5% of Subtotal Bid Price (B))	LS	1	2.5%	\$11,487.92
336	Demobilization (1% of Subtotal Bid Price (B))	LS	1	1%	\$4,595.17
	(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 334-336)				\$38,583.08
334A	Expedited Mobilization and Emergency Work (within 4-6 hours of request)	LS	3	\$7,500.00	\$22,500.00
	TOTAL BID PRICE (A+B)				\$498,099.75

ATTACHMENT F

OEBO SCHEDULE 1

[Office of Equal Business Opportunity Compliance Programs](#)

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Emergency Pipeline Repair Services
 SOLICITATION OPENING/SUBMITTAL DATE: 5/16/2023

SOLICITATION/PROJECT/BID NO.: 24-034
 COUNTY DEPARTMENT: Water Utility District

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

NAME OF PRIME RESPONDENT/BIDDER: Johnson- Davis Incorporated ADDRESS: 604 Hillbrath Drive, Lantana, FL 33462

CONTACT PERSON: William Cryer PHONE NO.: 561-588-1170 E-MAIL: ccryer@johnsondavis.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$384,688.05

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

Non-SBE	MBE	WBE	SBE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
	1. Utility Supply Associates, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$119,411.70 x 60% = \$68,047.02	_____
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 _____ **\$68,047.02**

Total Bid/Offer Price \$ 498,099.75

Total Certified S/M/WBE Participation \$ \$68,047.02

I hereby certify that the above information is accurate to the best of my knowledge: William Cryer Vice President
 Name & Authorized Signature _____ Title _____

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

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (of 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: 24-034
 SOLICITATION/PROJECT NAME: Emergency Pipeline Repair Services

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): 8/22/2022 - 8/21/2025

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

Column 1	Column 2	Column 3
<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 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
	See attached...				\$68,047.02

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: \$68,047.02

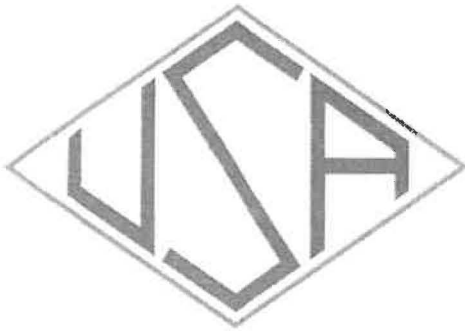
If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

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

Johnson-Davis Incorporated
 Print Name of Prime
 By: _____
 Authorized Signature
William Cryer
 Print Name
Vice President
 Title
 Date: 10/04/2024

Utility Supply Associates, Inc.
 Print Name of Subcontractor/subconsultant
 By: _____
 Authorized Signature
William Potts
 Print Name
Secretary Treasurer Director
 Title
 Date: 10/4/2024

QUOTATION



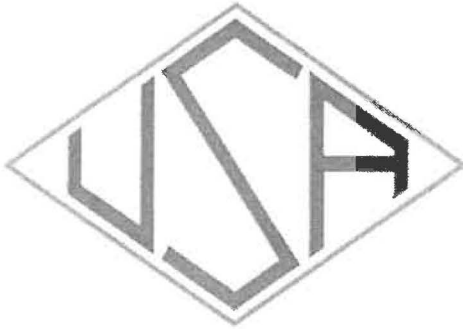
Utility Supply Associates, Inc.
140 Commerce Road • Boynton Beach, Florida 33426
Phone: (561) 493-9900 • Fax: (561) 493-9901
E-mail: sales@utilitysupplyassociates.com

Client: JOHNSON DAVIS
Project: 2022 Pipeline Continuing Construction
Location: PBC

DATE: 18-Nov-22

Qty.	U/M	SIZE	Description	Unit	Total Cost
WATER PIPE					
20	FT	16"	CL-350 D.I. PIPE T/J C/L	\$ 104.00	\$ 2,080.00
20	FT	24"	CL-350 D.I. PIPE T/J C/L	\$ 171.00	\$ 3,420.00
20	FT	30"	CL-350 D.I. PIPE T/J C/L	\$ 452.00	\$ 9,040.00
20	FT	36"	CL-350 D.I. PIPE T/J C/L	\$ 633.00	\$ 12,660.00
20	FT	16"	CL-350 D.I. PIPE T/J P401	\$ 153.00	\$ 3,060.00
20	FT	24"	CL-350 D.I. PIPE T/J P401	\$ 246.00	\$ 4,920.00
20	FT	30"	CL-350 D.I. PIPE T/J P401	\$ 430.00	\$ 8,600.00
20	FT	36"	CL-350 D.I. PIPE T/J P401	\$ 633.00	\$ 12,660.00
1	TON		WATER MAIN FITTINGS	\$ 8,500.00	\$ 8,500.00
1	TON		FORCE MAIN FITTINGS	\$ 21,275.00	\$ 21,275.00
2	EA	16"	DI STARGRIP RESTRAINT W/KIT	\$ 318.00	\$ 636.00
2	EA	24"	DI STARGRIP RESTRAINT W/KIT	\$ 775.00	\$ 1,550.00
2	EA	30"	DI STARGRIP RESTRAINT W/KIT	\$ 1,440.00	\$ 2,880.00
2	EA	36"	DI STARGRIP RESTRAINT W/KIT	\$ 2,322.00	\$ 4,644.00
2	EA	24"	TJ FIELD LOK 350 SBR	\$ 1,040.00	\$ 2,080.00
2	EA	16"	BELL JOINT RESTRAINT W/ S.S. RODS	\$ 1,570.00	\$ 3,140.00
2	EA	24"	BELL JOINT RESTRAINT W/ S.S. RODS	\$ 2,900.00	\$ 5,800.00

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
Project: 2022 Pipeline Continuing Construction
Location: PBC

DATE: 18-Nov-22

Qty.	U/M	SIZE	Description	Unit	Total Cost
------	-----	------	-------------	------	------------

Terms: Bid Validity: 10 days from Quote Date.
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

TOTAL - F.O.B. Palm Beach COUNTY, FL		\$ 106,945.00
	Tax	1.06
		\$ 113,361.70
		\$50.00
For: Utility Supply Associates, Inc.		60%
<i>Bill Potts</i> Operations Manager		\$ 68,047.02

ATTACHMENT G

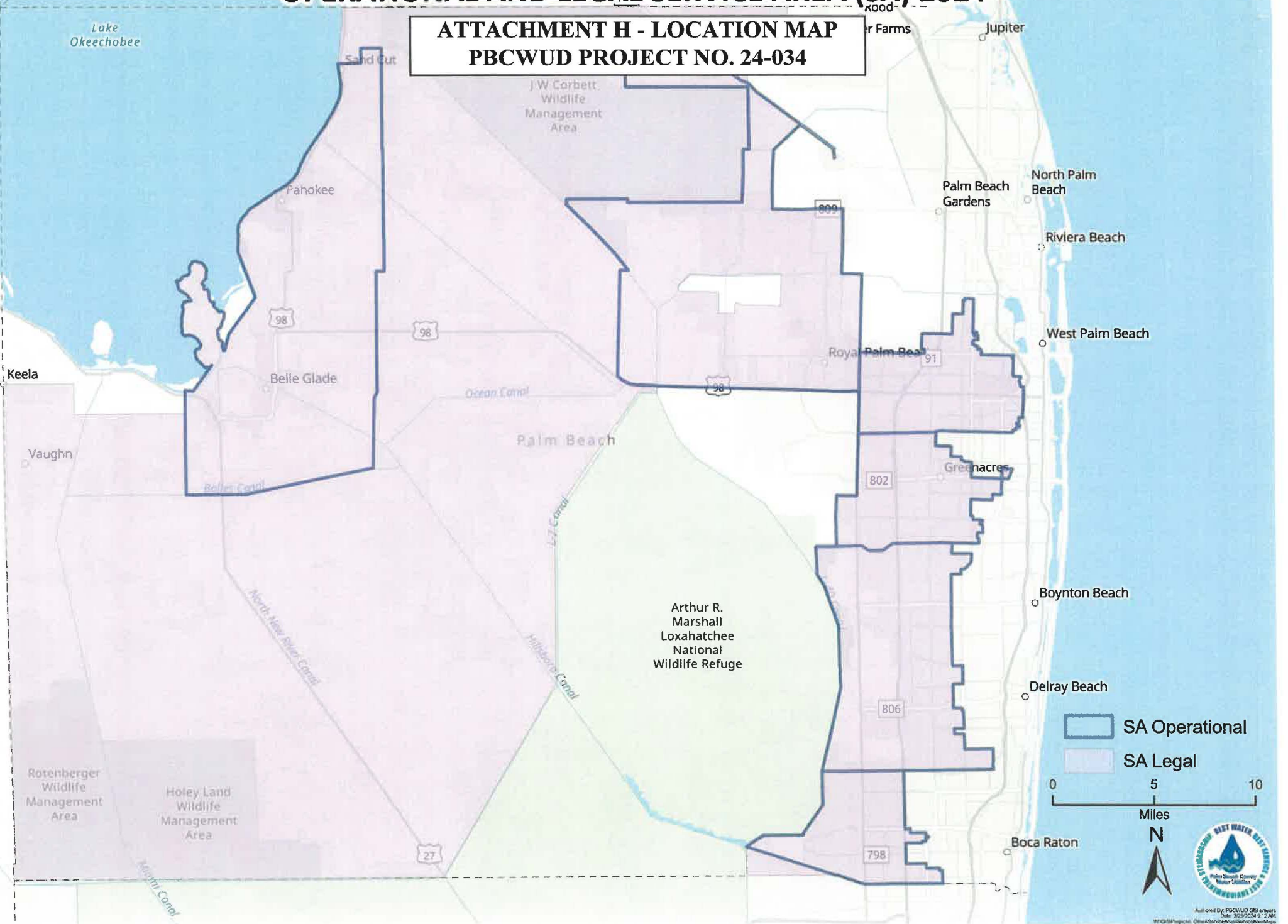
Palm Beach County Water Utilities Department
 2022 Pipeline Continuing Construction Contract
 Resolution No. R2023-0675 Contract Dated May 16, 2023

SUMMARY OF SBE-M/WBE BUSINESS TRACKING

Master Contract Goals	SBE: <u>20.83%</u>	MBE: <u>5.51%</u>	MBE (Black): <u>0.13%</u>	MBE (Hispanic): <u>5.38%</u>
Current Proposal				
Value of Work Order No. <u>9</u>	\$498,099.75			
Value of SBE-M/WBE Letters of Intent	\$68,047.02	\$0.00	\$0.00	\$0.00
Actual Percentage	13.66%	0.00%	0.00%	0.00%
Signed/Approved Work Orders				
Total Value of Work Orders	\$2,973,137.93			
Total Value of SBE-M/WBE Signed Subcontractors	\$443,704.75	\$13,110.00	\$13,110.00	\$0.00
Actual Percentage	14.92%	0.44%	0.44%	0.00%
Signed/Approved Work Orders Plus Current Proposal				
Total Value of Work Orders	\$3,471,237.68			
Total Value of Subcontractors & Letters of Intent	\$511,751.77	\$13,110.00	\$13,110.00	\$0.00
Actual Percentage	14.74%	0.37%	0.37%	0.00%

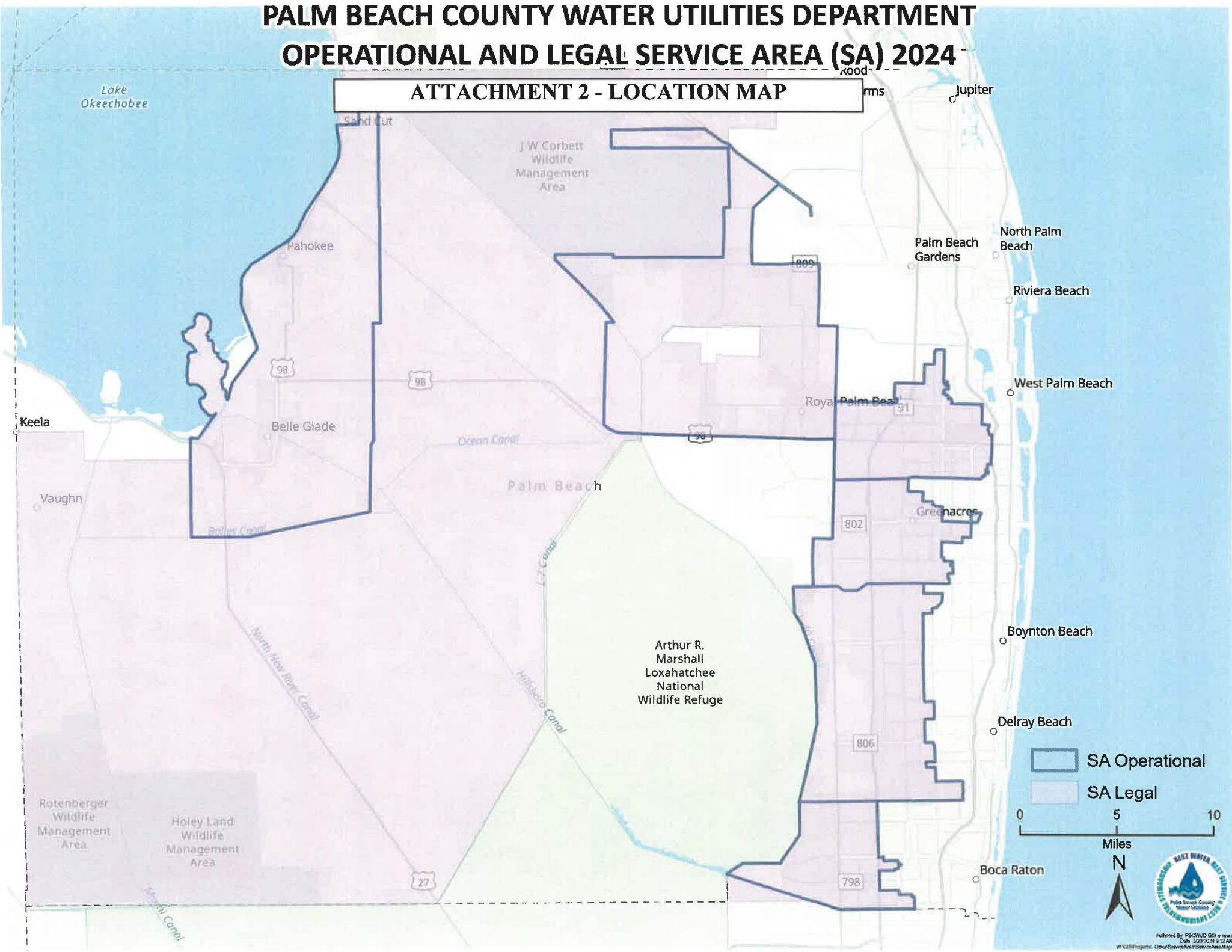
PALM BEACH COUNTY WATER UTILITIES DEPARTMENT OPERATIONAL AND LEGAL SERVICE AREA (SA) 2024

ATTACHMENT H - LOCATION MAP PBCWUD PROJECT NO. 24-034



PALM BEACH COUNTY WATER UTILITIES DEPARTMENT OPERATIONAL AND LEGAL SERVICE AREA (SA) 2024

ATTACHMENT 2 - LOCATION MAP



SA Operational
SA Legal

0 5 10
Miles





**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 :