

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	February 11, 2025	Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>
		Public Hearing <input type="checkbox"/>	
Department:	Water Utilities Department		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) approve** Emergency Procurement for the Turnpike Widening Belvedere Rd to North of Okeechobee Blvd FDOT #406-143-8 (Project); and **B) approve** Emergency Work Order (WO) No. 12 to the 2022 Pipeline Continuing Construction Contract (Continuing Contract) with Johnson-Davis Incorporated (Contractor) for the Project in the amount of \$2,770,166.12.

Summary: On May 16, 2023, the Board of County Commissioners (BCC) approved the Palm Beach County Water Utilities Department (PBCWUD) Contract (R2023-0675) with the Contractor. Emergency WO No. 12 provides for the relocation of approximately 560 linear feet of existing 30-inch water main under the Florida Turnpike (Turnpike) in conflict with the Florida Department of Transportation (FDOT) road widening project (Road Project). The Project includes the installation of 346 linear feet of 48-inch steel casing under the Turnpike right-of-way by the Jack and Bore method. The majority of the work under Emergency WO No. 12 was not contained within the bid line items for the Continuing Contract and is greater than the allowance for non-bid items, therefore the normal procurement process is not feasible. An emergency procurement is necessary since the delay incident in bidding the work would be detrimental to the interests of the County as there is insufficient time to complete a conventional bid process without risking delays that could impact FDOT's overall schedule. According to FDOT's projected timeline, PBCWUD is required to have the utility construction completed by March 14, 2026, to avoid any disruptions in their overall Road Project schedule. The failure to utilize the emergency process would require the County to utilize and reimburse FDOT's contractor for the Project, resulting in a significant increase in relocation costs based on FDOT's estimate. The County has reviewed the value of the work contained in Emergency WO No. 12 and is satisfied that the prices for the work not in bid line items are reasonable and competitive.

The Continuing Contract was presented to the Goal Setting Committee (Committee) on September 7, 2022 and the Committee established an Affirmative Procurement Initiative (API) of a minimum mandatory 20% Small Business Enterprise (SBE) subcontracting goal of which 5% shall be among certified African American (AA) and/or Hispanic American (HA) owned firms. Johnson-Davis Incorporated committed to 20.83% SBE participation, which includes 5.521% Minority Business Enterprises (MBE) participation, 5.38% MBE (HA), and 0.13% MBE (AA). The SBE proposed participation for this Emergency Work Order No. 12 is 31.17% SBE participation, which includes 0% MBE participation. To date, the overall participation achieved on this project is 23.29% SBE participation, which includes 0.20% MBE (AA) participation. The Contractor is a Palm Beach County based company. The Projects are included in the PBCWUD FY 2025 budget. (PBCWUD Project No. 24-007) District 2 (MWJ)

Background and Justification (Continued on page 3)

Attachments:

1. Two (2) Originals of Emergency Work Order No. 12
2. Location Map
3. Ebix Compliance Summary Report

Recommended By:	<u>AL Bayat</u> Department Director	<u>1/13/25</u> Date
Approved By:	<u>[Signature]</u> Assistant County Administrator	<u>1/27/25</u> Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$2,770,167	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
NET FISCAL IMPACT	\$2,770,167	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4011 Dept 721 Unit W007 Object 6543

Is Item Included in Current Budget? Yes X No

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

Is this item using State Funds? Yes No X

Reporting Category N/A

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

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

C. Department Fiscal Review: _____

III. REVIEW COMMENTS

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

<p><u> </u> OFMB</p>	<p>1/16/25 MA 1/16 AA 1/16</p>	<p><u> </u> Contract Development and Control 26,117.25</p>
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B. Legal Sufficiency:

 1/27/25
Assistant County Attorney

C. Other Department Review:

Department Director

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

Background and Justification: FDOT/ Turnpike is proposing the widening of Florida's Turnpike Mainline/SR 91 from north of Southern Boulevard (SR 80/US 98) to north of Okeechobee Boulevard/SR 704. The widening will increase the number of lanes from four to eight.

The Road Project will involve several key improvements, including pavement widening, reconstruction, milling and resurfacing, as well as enhancements to bridges and drainage systems. Additionally, noise walls will be constructed in designated areas. Interchange improvements are planned for the Jog Road and Okeechobee Boulevard/SR 704 interchange. This FDOT project is funded for construction in fiscal year 2025, with a Notice to Proceed (NTP) expected to be issued on March 15, 2025.

The proposed improvements by FDOT will necessitate the relocation of the existing 30-inch water main located on the north side of the Jog Road interchange. PBCWUD is coordinating with the Turnpike and requires the road contractor to follow the signed FDOT Utility Work Schedule (UWS), which sets the completion date for PBCWUD's water main relocation as March 14, 2026. However, the FDOT schedule indicates that widening and drainage work is planned to continue until the end of November 2025.

The construction services to be provided by Contractor exceed the allowance specified in the terms of the Continuing Contract, which requires an emergency procurement as defined in the Palm Beach County Purchasing Code. The total project cost is \$2,770,166.12, which includes: a) \$872,316.12 for work included in the bid line items of the Continuing Contract, and b) \$1,897,850.00 for work not specified in the bid line items. Since the value of the work not included in the bid line items significantly exceeds the allowance of the Continuing Contract, the County has two options: a) abandon the use of the Continuing Contract and bid the work as a separate project-specific contract, or b) declare the procurement an emergency. The Purchasing Code defines an emergency purchase as a procurement made to address a need where delaying compliance with all applicable rules, regulations, or procedures could harm the interests, health, safety, or welfare of the County.

The estimated timeframe for the bidding process is between 4 to 6 months. This includes several steps: 1) preparation of the bid package, 2) submit and approve by Goal Setting Committee, 3) advertising the bid, 4) preparation of bid responses by contractors, 5) evaluation of the bids by WUD, OEBO, and County attorney staff, 6) a reasonable period for potential protests (if any occur), and 7) awarding the contract by the BCC. By the usual competitive bidding process the anticipated construction completion date will be July 9, 2026, which exceeds the completion date included in the UWS of March 14, 2026.

In this instance, the delays associated with the bidding process, as opposed to using a Continuing Contract, would negatively affect the County's interests. The two entities looking to perform construction services at different times would significantly impact the Road Project schedule and, consequently, the public welfare. By allowing the Contractor to carry out the construction services, it can reduce the overall project completion time and minimize the relocation costs that would have been incurred if these projects were completed separately under the FDOT contract.

County staff has reviewed the value of the work not contained in bid line items by reviewing of previous project bid tabs and market/industry pricing and conditions and are satisfied that the prices for the work not in the bid line items are reasonable.

The work carried out by Contractor will benefit the County by enabling the water main relocation to occur before the Turnpike road widening. This approach will also reduce construction costs that would have been incurred if the Project had been bid separately.

The existing 30-inch water main that needs to be relocated is in direct conflict with the FDOT Road Project. Completing the work outlined in Emergency WO No. 12 will resolve this conflict with the relocation of the Lake Worth Drainage District E-2 West Canal and the new exit ramp at Jog Road. It will also ensure adequate access to the pipe after the FDOT widening project is finished, thereby reducing both the workload for operations and maintenance and the associated costs. The Project will help maintain the potable water service level for the area west of the Turnpike.

WORK ORDER NO. 12
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0675 Contract Dated May 16, 2023

Project Title: Turnpike Widening Belvedere Rd to North of Okeechobee Blvd FDOT #406143-8

PBCWUD Project No.: 24-007

Contractor: Johnson-Davis Incorporated

Address: 604 Hillbrath Drive, Lantana, FL 33462

Budget Line Item No.: 4011-721-W007-6543

District No.: 2

This Work Order provides for: Emergency relocation of approximately 560 linear feet of the existing 30-inch water main under the Florida Turnpike, north of Jog Road. The Project includes the installation of 346 linear feet of 48-inch steel casing under the Turnpike right-of-way by the Jack and Bore method. The existing 30-inch water main that needs to be relocated is in direct conflict with the FDOT Road Project. Completing the work outlined in Emergency WO No. 12 will resolve this conflict with the relocation of the Lake Worth Drainage District E-2 West Canal and the new exit ramp at Jog Road. It will also ensure adequate access to the pipe after the FDOT widening project is finished, thereby reducing both the workload for operations and maintenance and the associated costs. The Project will help maintain the potable water service level for the area west of the Turnpike.

(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 31.17% 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 23.29%, which includes 0.20% MBE participation, 0.00% MBE (H), and 0.20% 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 160 Calendar Days

Final Completion 190 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. 12
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0675 Contract Dated May 16, 2023

Project Title: Turnpike Widening Belvedere Rd to North of Okeechobee Blvd FDOT #406143-8

PBCWUD Project No.: 24-007

3. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$2,770,166.12.
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. 12
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0675 Contract Dated May 16, 2023

Project Title: Turnpike Widening Belvedere Rd to North of Okeechobee Blvd FDOT #406143-8

PBCWUD Project No.: 24-007

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

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

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

Palm Beach County, Board
of County Commissioners

Signed: _____

Signed: _____
Maria G. Marino, Mayor

Typed Name: _____
Deputy Clerk

(Date)

Approved as to Form and Legal
Sufficiency

Johnson-Davis Incorporated
(Contractor)

Signed: _____

William Coyer
(Print Name)

Typed Name: Michael W. Jones
County Attorney

(Signature)

Vice President
(Title)

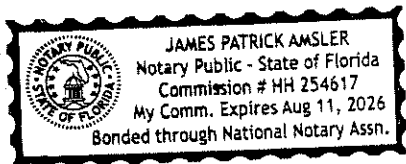
12/13/24
(Date)

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13TH day of DECEMBER, 2024, by WILLIAM COYER 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)

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.: 24-007

Project Title: Turnpike Widening Belvedere Rd to North of Okeechobee Blvd FDOT #406143-8

Johnson-Davis Incorporated (CONTRACTOR) shall perform:

Emergency relocation of approximately 560 linear feet of the existing 30-inch water main under the Florida Turnpike, north of Jog Road. The Project includes the installation of 346 linear feet of 48-inch steel casing under the Turnpike right-of-way by the Jack and Bore method. The existing 30-inch water main that needs to be relocated is in direct conflict with the FDOT Road Project. Completing the work outlined in Emergency WO No. 12 will resolve this conflict with the relocation of the Lake Worth Drainage District E-2 West Canal and the new exit ramp at Jog Road. It will also ensure adequate access to the pipe after the FDOT widening project is finished, thereby reducing both the workload for operations and maintenance and the associated costs. The Project will help maintain the potable water service level for the area west of the Turnpike. The Florida's Turnpike Mainline/SR 91 will be widened from north of Southern Boulevard (SR 80 / US 98) to north of Okeechobee Boulevard/SR 704. The widening will increase the number of lanes from four (4) to eight (8). Work includes pavement widening, reconstruction, milling and resurfacing, bridge improvements/replacements, drainage improvements, and noise walls in qualifying areas. Interchange improvements are proposed at the Jog Road interchange, where the existing 30-inch water main is in conflict with the Lake Worth Drainage District (LWDD) E-2 West Canal relocation and a new southbound exit ramp. Work includes all appurtenances and site restoration.

According to FDOT's projected timeline, PBCWUD is required to have the utility construction completed by March 14, 2026, to avoid any disruptions in their overall Road Project schedule. The work carried out by Contractor will benefit the County by enabling the water main relocation to occur before the Turnpike road widening.

Revised 03-05-24

ATTACHMENT B

SUMMARY AND STATUS OF WORK ORDERS

Work Order No.	PBCWUD Project No.	Title	Status	Project Total Amount	SBE Total Amount	SBE Participation %	Approved	
							By	Date
1	19-051	Seminole Pratt Whitney Road & Northlake Boulevard Widening Utility improvements	Open	\$199,230.61	\$0.00	0.00%	CRC	10/11/2023
2	23-050	Emergency By-pass Piping	Open	\$97,600.00	\$0.00	0.00%	WUD	10/10/2023
3	15-102	Water Distribution System Improvements	Open	\$970,146.33	\$302,178.55	31.14%	BCC	11/7/2023
3.1	15-102	Water Distribution System Improvements	Pending	\$127,033.66	\$0.00	0.00%	WUD	Pending
4	15-102	Water Distribution System Improvements	Open	\$1,031,495.73	\$223,267.25	21.64%	BCC	11/7/2023
5	24-006	Force Main Replacement; Turnpike North of West Palm Beach Service Plaza	Open	\$233,184.95	\$0.00	0.00%	BCC	3/5/2024
6	24-010	Water Main Repair at Orange Boulevard and 140 th Avenue North	Open	\$118,507.15	\$11,250.00	9.49%	CRC	3/13/2024
6.1	24-010	Water Main Repair at Orange Boulevard and 140 th Avenue North	Open	\$37,080.07	\$0.00	0.00%	WUD	5/29/2024
7	21-065	S.R. 15/U.S.-441 from South of Shirley Dr. to east of Main Street; F.D.O.T. # 443994	Open	\$144,695.49	\$9,208.95	6.36%	CRC	4/17/2024
8	24-017	Water Main Replacement at Southwest 16 th Street and Martin Luther King Jr Boulevard	Open	\$141,197.60	\$0.00	0.00%	CRC	5/29/2024
9	24-034	Emergency Pipeline Repair services	Open	\$498,099.75	\$0.00	0.00%	BCC	11/05/2024
10	15-031	Belle Glade – Torry Island and Rim Canal Directional Bore	Open	\$19,680.00	\$0.00	0.00%	WUD	10/23/2024
11	24-037	Emergency Water Main Repair at Pahokee Elevated Tank	Open	\$81,128.48	\$0.00	0.00%	WUD	10/23/2024
12	24-007	Turnpike Widening Belvedere Rd to North of Okeechobee Blvd FDOT #406143-8	Pending	\$2,770,166.12	\$863,616.00	31.17%	BCC	Pending



Liberty Mutual Surety

December 9, 2024

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

RE: Johnson-Davis, Incorporated
Bond No. 016241424
Project: Turnpike Widening Belvedere Rd to North of Okeechobee Blvd
FDOT #406143-8; Emergency Water Main Replacement
PBCWUD Project No. 24-007

To Whom It May Concern:

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

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Nicole Stillings, Attorney-in-Fact

Member of Liberty Mutual Group

ATTACHMENT C

PUBLIC CONSTRUCTION BOND – WORK ORDER NO. 12

TO 2022 Pipeline Continuing Construction Contract

Resolution No. R2023-0675 Contract Dated May 16, 2023

PROJECT TITLE: Turnpike Widening Belvedere Rd to North of Okeechobee Blvd FDOT #406143-8

PBCWUD PROJECT NO.: 24-007

BOND NUMBER: 016241424

WORK ORDER/BOND AMOUNT: \$2,770,166.12

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: Relocation of 560 linear feet of a 30-inch WM pipe.

PROJECT LOCATION: FL Turnpike and Jog Rd in West Palm Beach

LEGAL DESCRIPTION: Section 27; Township 43; Range 42

Revised 03-05-24

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Order No. 12 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 Two Million Seven Hundred Seventy Thousand One Hundred Sixty-Six Dollars and Twelve Cents, \$2,770,166.12,

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

Work Order Project Name: Turnpike Widening Belvedere Rd to North of Okeechobee Blvd FDOT #406143-8

Work Order Project No.: 24-007

Project Description: Relocation of 560 linear feet of a 30-inch WM pipe.

Project Location: FL Turnpike and Jog Rd in West Palm Beach

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: WGI

Location of Firm: 2035 Vista Pkwy, West Palm Beach, FL 33411

Phone: (561) 687-2220

Fax: _____

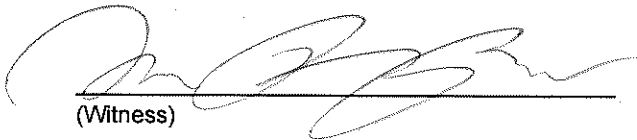
which Work Order No. 12 to 2022 Pipeline Continuing Construction Contract Contract Resolution No. R2023-0675 is by reference made a part hereof in its entirety, and is hereinafter referred to as the Work Order.

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

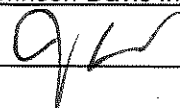
- a. Performs the Work Order dated _____, 20____, between Principal and County for the construction of the above project, the Work Order being made a part of this bond by reference, at the times and in the manner prescribed in the Work Order; and
- b. Promptly makes payments to all claimants, as defined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

Revised 03-05-24

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



 (Witness)

Johnson-Davis Incorporated


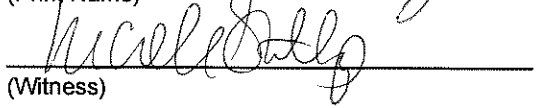
 (Principal)
 (seal)

Larissa Dita Perry

 (Print Name)

JOHN STANLEY

 (Print Name)



 (Witness)

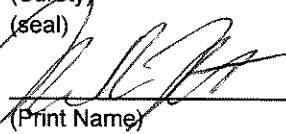
S.P.O.

 (Title)

Nicole Stillings

 (Print Name)

Liberty Mutual Insurance Company

 (Surety)
 (seal)


 (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, Meinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrom, 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

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

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: 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 day of



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

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. 24-007, Work Order No. 12, Project Title: Turnpike Widening Belvedere Rd to North of Okeechobee Blvd FDOT #406143-8, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Final Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. The date of Final Completion shall be the date set forth on the fully executed and acknowledged Contractor's Certification of Final Completion form. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract/Agreement.

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Johnson-Davis Incorporated
(Contractor)

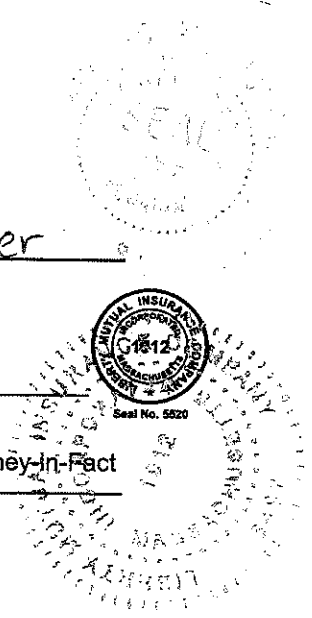
By: [Signature]
(Signature)

Liberty Mutual Insurance Company
(Surety)

By: [Signature]
(Signature)

William Cryer
(Print Name)

(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 Uiven, Melinda C. Biodgett, 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

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

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

ATTACHMENT E SCHEDULE OF BID ITEMS

Palm Beach County Water Utilities Department

2022 Pipeline Continuing Construction Contract

Contract Resolution No. R2023-0675

Contract Dated; May 16, 2023

Work Authorization No.: 12

Contractor Name: Johnson-Davis Incorporated

Project Name: Turnpike Widening Belvedere Rd to North of Okeechobee Blvd FDOT
#406143-8

PBCWUD Project No.: 24-007

Bid Item No.	Item (Furnish and Install with Appurtenances)	Units	Quantity	Units	Total
25	30" DIP Restrained Joint Water Main/Reclaimed Water Main	LF	560	\$575.00	\$322,000.00
33	Ductile Iron Fittings for Water Main/Reclaimed Water Main	Tons	5.26	\$6,500.00	\$34,190.00
60	30" Mechanical Joint Restraint for DIP	EA	13	\$2,800.00	\$36,400.00
62	42" Mechanical Joint Restraint for DIP	EA	1	\$5,500.00	\$5,500.00
119	30" Butterfly Valve & Valve Box	EA	1	\$34,000.00	\$34,000.00
188	Sample Points W/Double Strap Saddle & Corp. Stop	EA	2	\$900.00	\$1,800.00
197	2" Offset Air Release Valve W/Manhole for Wastewater/Reclaimed Water Main	EA	2	\$15,000.00	\$30,000.00
221	Irrigation Service Line Repair and Replace (up to 4")	LF	20	\$200.00	\$4,000.00
236	30" to 48" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	EA	2	\$75,000.00	\$150,000.00
260	Bahia Sod	SY	10,500	\$8.00	\$84,000.00
262	Remove Trees up to 12" diameter	EA	30	\$750.00	\$22,500.00
263	Record Drawing	LF	565	\$3.00	\$1,695.00
264	Construction Survey	LF	565	\$3.00	\$1,695.00
265	Preconstruction Video Taping	LF	865	\$2.50	\$2,162.50
269	Maintenance of FDOT Roadway	LF	6,000	\$6.00	\$36,000.00
270	Density Tests	EA	50	\$75.00	\$3,750.00
271	Proctor Tests	EA	1	\$125.00	\$125.00
273	4-ft to 5-ft High Fence Removal and Reinstallation	LF	160	\$30.00	\$4,800.00
280	Guardrail Removal and Restoration	LF	100	\$50.00	\$5,000.00
282	Silt Fence	LF	2,000	\$1.50	\$3,000.00
310	Removal of Existing Aerial Canal Crossings (40' to 80' Long)	LS	1	\$4,200.00	\$4,200.00
312	Canal Bank Grade and Place Rip-Rap Revetment	EA	2	\$3,000.00	\$6,000.00
323	30" Single Line Stop (for PVC/DIP/CIP/AC)	EA	1	\$50,000.00	\$50,000.00
(A) SUBTOTAL BASE BID (Bid Items 1-330)					\$842,817.50

Revised 03-05-24

334	Additional Work not included in Bid Items (See Bid Items 334A – 334H below)	LS	1	\$1,897,850.00	\$1,897,850.00
335	Mobilization (2.5% of Subtotal Bid Price [A])	LS	1	2.50%	\$21,070.44
336	Demobilization (1% of Subtotal Bid Price [A])	LS	1	1.00%	\$8,428.18
(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 334-336)					\$1,927,348.62
TOTAL BID PRICE (A + B)					\$2,770,166.12

Additional Work not included in Bid Items (See Bid Items 334 above:

Bid Item No.	Item (Furnish and Install with Appurtenances)	Units	Quantity	Units	Total
334A	Dewatering Due to Depth of Water Main	Lump Sum	1.00	\$190,000.00	\$190,000.00
334B	Bore Pit Excavation Protection	Lump Sump	1	\$95,000.00	\$95,000.00
334C	Bore Pit Exit Pit Sheeting	Lump Sump	1	\$90,000.00	\$90,000.00
334D	Casing Vents-4"	Each	2	\$7,500.00	\$15,000.00
334E	Grouting/Deactivation of Existing 30" / 42" Water Main Pipe	LF	450	\$195.00	\$87,750.00
334F	Concrete Slab for Casing Protection Beneath Future Box Culvert	Each	1	\$7,500.00	\$7,500.00
334G	42" Single Line Stop	Each	1	\$105,000.00	\$105,000.00
334H	48" Jack & Bore Steel Casing with with Casing Spacers and End Seals for 30" Water Main	LF	346	\$3,550.00	\$1,228,300.00
334I	Restrain Exist 30" DIP Pressure Pipe	Each	1	\$10,000.00	\$10,000.00
334J	Restrain Exist 42" DIP Pressure Pipe	Each	1	\$12,500.00	\$12,500.00
334K	Vibration Monitoring	Lump Sum	1	\$4,000.00	\$4,000.00
334L	Ground Penetrating Radar	Lump Sum	1	\$2,500.00	\$2,500.00
334M	Turbidity Barrier	L.F.	100.00	\$20.00	\$2,000.00
334N	Concrete Pile Removal - Extra Cost for Double Angle Piles on the Existing Aerial Crossing	Lump Sum	1	\$16,800.00	\$16,800.00
334O	Clearing and Grubbing	Lump Sum	1	\$31,500.00	\$31,500.00

Total Bid Price in Letters:

Two Million Seven Hundred Seventy Thousand One Hundred Sixty-Six Dollars and Twelve Cents

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Turnpike Widening Belvedere Rd to North of Okeechobee Blvd
FDOT #406143-8
 SOLICITATION OPENING/SUBMITTAL DATE: May 16, 2023

SOLICITATION/PROJECT/BID NO.: 24-007
 COUNTY DEPARTMENT: Water Utilities Department

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

NAME OF PRIME RESPONDENT/BIDDER: Johnson-Davis Incorporated ADDRESS: 604 Hillbrath Drive, Lantana, FL 33462
 CONTACT PERSON: William Cryer PHONE NO.: (561) 588-1170 E-MAIL: ccryer@johnsondavis.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$1,906,550.12
 *SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.
 Non-SBE MBE WBE SBE

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

Subcontractor/Sub consultant Name	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE	WBE	SBE	Black	Hispanic	Women	Caucasian	Asian	Other
		Minority Business	Women Business	Small Business						
1. Wakefield Road Boring, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$863,616.00		
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)
 Total \$0.00 \$0.00 \$0.00 \$863,616.00 \$0.00 \$0.00

Total Bid/Offer Price \$ \$2,770,166.12
 Total Certified S/M/WBE Participation \$ \$863,616.00
 I hereby certify that the above information is accurate to the best of my knowledge: William Cryer Vice President

Name & Authorized Signature Title

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



OEBO LETTER OF INTENT - SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 24-007

SOLICITATION/PROJECT NAME: Turnpike Widening Belvedere Rd to North of Okeechobee Blvd FDOT #406143-8

Prime Contractor: Johnson-Davis Incorporated Subcontractor: Wakefield Road Boring, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 12/4/23-12/3/26

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

Column 1	Column 2	Column 3
<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. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
334H	Drilling & Boring Services	\$863,616.00	1 / Lump Sum		\$863,616.00

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: \$863,616.000

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 Clark
 Print Name
Vice President
 Title
 Date: 12/11/24

Wakefield Road Boring, Inc.
 Print Name of Subcontractor/subconsultant
 By: _____
 Authorized Signature
Robert Wakefield
 Print Name
Director, President
 Title
 Date: 12/10/24



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

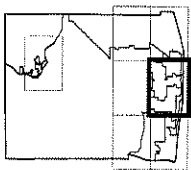
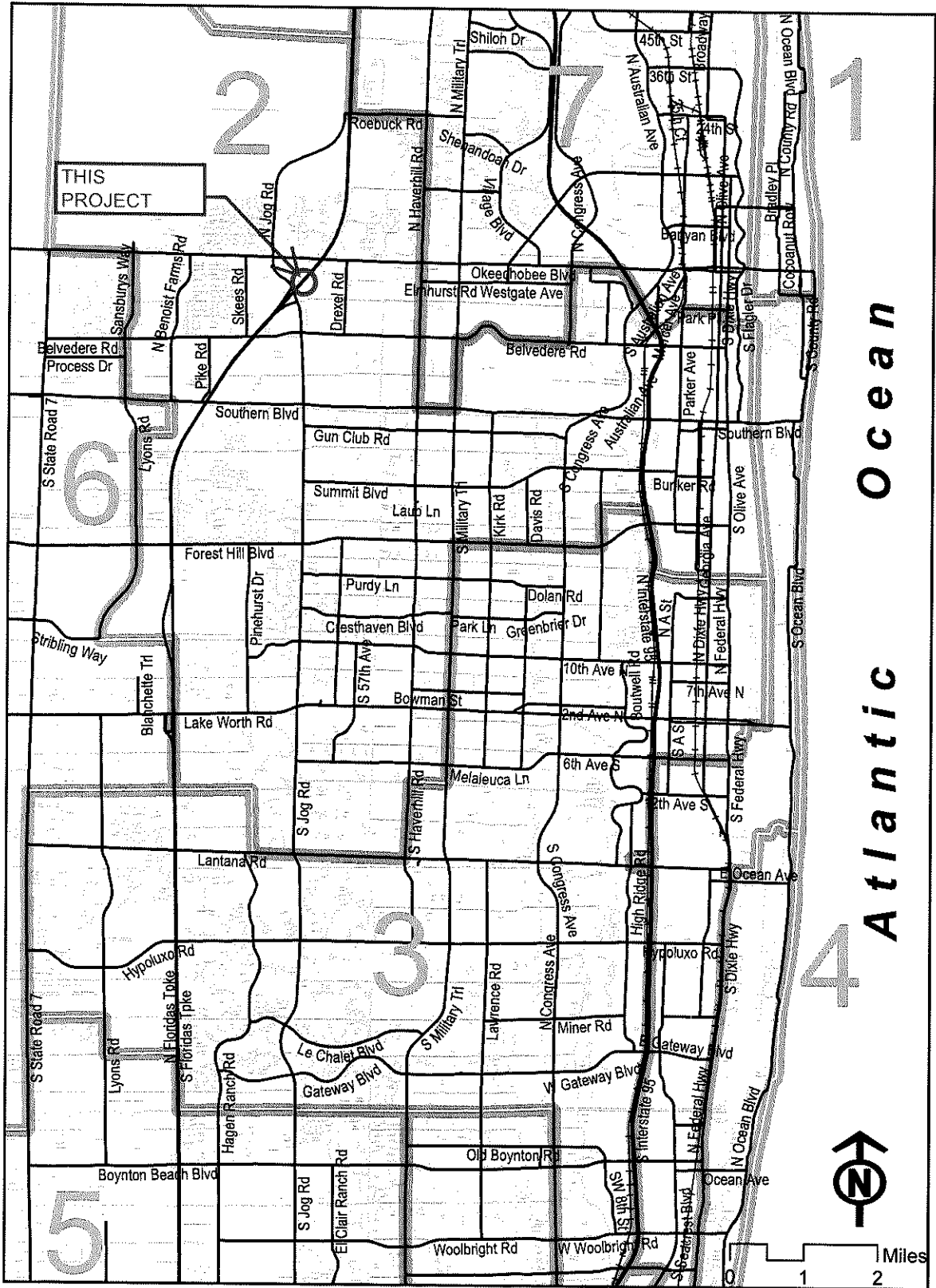
ATTACHMENT G

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

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

Master Contract Goals	SBE: <u>20.83%</u>	MBE: <u>5.51%</u>	MBE (Black): <u>0.13%</u>	MBE (H): <u>5.38%</u>
Current Proposal				
Value of Work Order No. <u>12</u>	\$2,770,166.12			
Value of SBE-M/WBE Letters of Intent	\$863,616.00	\$0.00	\$0.00	\$0.00
Actual Percentage	31.17%	0.00%	0.00%	0.00%
Signed/Approved Work Orders				
Total Value of Work Orders	\$3,572,046.16			
Total Value of SBE-M/WBE Signed Subcontractors	\$613,951.77	\$13,110.00	\$13,110.00	\$0.00
Actual Percentage	17.18%	0.36%	0.36%	0.00%
Signed/Approved Work Orders Plus Current Proposal				
Total Value of Work Orders	\$6,342,212.28			
Total Value of Subcontractors & Letters of Intent	\$1,477,567.77	\$13,110.00	\$13,110.00	\$0.00
Actual Percentage	23.29%	0.20%	0.20%	0.00%

ATTACHMENT H
LOCATION MAP
PBCWUD PROJECT No. 24-007





PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
INTER-OFFICE MEMORANDUM

DATE: December 10, 2024

TO: Ali Bayat, P.E.
Director, Water Utilities Department

FROM: Henry Melendez *HM*
Project Manager, Water Utilities Department

RE: Work Order (WO) No. 12
2022 Pipeline Continuing Construction Contract; R2023-0675
Johnson-Davis Incorporated (JD)

Project: Turnpike Widening Belvedere Rd to North of Okeechobee Blvd
Florida Department of Transportation (FDOT) #406-143-8;
Emergency Water Main Replacement

WUD No.: 24-007

FDOT/Florida Turnpike (Turnpike) is proposing improvements for the Turnpike/Jog Road interchange and widening the Turnpike mainline from four to eight lanes. These improvements conflict with an existing 30-inch Water Main (WM) crossing the Turnpike. The WM was installed within the Turnpike right-of-way by a utility permit therefore needs to be relocated with WUD expenses.

WO No. 12 with JD provide for the relocation of approximately 560 linear feet of the existing 30-inch water main under the Turnpike in conflict with the Turnpike improvement project in the amount of \$2,770,166.11. See Exhibit A for the FDOT vs WUD construction schedule

The construction services to be provided by JD exceed the allowance specified in the terms of the Continuing Contract. The total project cost is \$2,770,166.11, which includes:

- a) \$842,817.50 (30.43%) for work included in the bid line items of the Continuing Contract
- b) \$1,897,850.00 (68.51%) for work not specified in the bid line items.
- c) \$29,498.62 (1.06%) for mobilization/demobilization

I have reviewed the value of the work not contained in bid line items by reviewing other project bid tabs and market/industry pricing and conditions the prices for the work not in the bid line items are reasonable.

See exhibit B for the Items include in WO No. 12 with JD:

EXHIBIT A
Construction schedule

Schedule to Issue Work Order	
Date	Task
12/5/2024	WO Submitted
2/3/2025	Emergency Agenda Item routed for review
2/4/2025	BCC Meeting
2/19/2025	NTP Issued
7/28/2025	Substantial Completion
8/27/2025	Final Completion

FDOT Turnpike Schedule FPID 406143-8	
Date	Task
12/15/2024	Advertise for Bid
1/22/2025	Bids Opened
2/11/2025	Notice to Award
3/15/2025	NTP Issued
3/14/2026	Roadway work begins in area of PBCWUD utility relocation

EXHIBIT B

Items include in WO No. 12 with JD

Bid Item No.	Item	Units	Quantity	Unit Price	Total
				JOHNSON - DAVIS INCORPORATED	
25	30" DIP Restrained Joint Water Main/Reclaimed Water Main	LF	560	\$575.00	\$322,000.00
33	Ductile Iron Fittings for Water Main/Reclaimed Water Main	Tons	5.26	\$6,500.00	\$34,190.00
60	30" Mechanical Joint Restraint for DIP	EA	13	\$2,800.00	\$36,400.00
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188	Sample Points W/Double Strap Saddle & Corp. Stop	EA	2	\$900.00	\$1,800.00
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221	Irrigation Service Line Repair and Replace (up to 4")	LF	20	\$200.00	\$4,000.00
236	30" to 48" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	EA	2	\$75,000.00	\$150,000.00
260	Bahia Sod	SY	10,500	\$8.00	\$84,000.00
262	Remove Trees up to 12" diameter	EA	30	\$750.00	\$22,500.00
263	Record Drawing	LF	565	\$3.00	\$1,695.00
264	Construction Survey	LF	565	\$3.00	\$1,695.00
265	Preconstruction Video Taping	LF	865	\$2.50	\$2,162.50
269	Maintenance of FDOT Roadway	LF	6,000	\$6.00	\$36,000.00
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271	Proctor Tests	EA	1	\$125.00	\$125.00
273	4-ft to 5-ft High Fence Removal and Reinstallation	LF	160	\$30.00	\$4,800.00
280	Guardrail Removal and Restoration	LF	100	\$50.00	\$5,000.00
282	Silt Fence	LF	2,000	\$1.50	\$3,000.00
310	Removal of Existing Aerial Canal Crossings (40' to 80' Long)	LS	1	\$4,200.00	\$4,200.00
312	Canal Bank Grade and Place Rip-Rap Revetment	EA	2	\$3,000.00	\$6,000.00

323	30" Single Line Stop (for PVC/DIP/CIP/AC)	EA	1	\$50,000.00	\$50,000.00
(A) SUBTOTAL BASE BID (Bid Items 1-330)					\$842,817.50
334	Additional Work not included in Bid Items (See Bid Items 334A – 334O below)	LS	1	\$1,897,850.00	\$1,897,850.00
335	Mobilization (2.5% of Subtotal Bid Price [A])	LS	1	2.50%	\$21,070.44
336	Demobilization (1% of Subtotal Bid Price [A])	LS	1	1.00%	\$8,428.18
(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 334-336)					\$1,927,348.62
TOTAL BID PRICE (A + B)					\$2,770,166.12
Additional Work not included in Bid Items (See Bid Items 334 above and Exhibit C for Price Justification)					
334A	Dewatering Due to Depth of Water Main	Lump Sum	1.00	\$190,000.00	\$190,000.00
334B	Bore Pit Excavation Protection	Lump Sump	1	\$95,000.00	\$95,000.00
334C	Bore Pit Exit Pit Sheeting	Lump Sump	1	\$90,000.00	\$90,000.00
334D	Casing Vents-4"	Each	2	\$7,500.00	\$15,000.00
334E	Grouting/Deactivation of Existing 30" / 42" Water Main Pipe	LF	450	\$195.00	\$87,750.00
334F	Concrete Slab for Casing Protection Beneath Future Box Culvert	Each	1	\$7,500.00	\$7,500.00
334G	42" Single Line Stop	Each	1	\$105,000.00	\$105,000.00
334H	48" Jack & Bore Steel Casing with Casing Spacers and End Seals for 30" Water Main	LF	346	\$3,550.00	\$1,228,300.00
334I	Restrain Exist 30" DIP Pressure Pipe	Each	1	\$10,000.00	\$10,000.00
334J	Restrain Exist 42" DIP Pressure Pipe	Each	1	\$12,500.00	\$12,500.00
334K	Vibration Monitoring	Lump Sum	1	\$4,000.00	\$4,000.00
334L	Ground Penetrating Radar	Lump Sum	1	\$2,500.00	\$2,500.00
334M	Turbidity Barrier	L.F	100.00	\$20.00	\$2,000.00
334N	Concrete Pile Removal - Extra Cost for Double Angle Piles on the Existing Aerial Crossing	Lump Sum	1	\$16,800.00	\$16,800.00
334O	Clearing and Grubbing	Lump Sum	1	\$31,500.00	\$31,500.00

EXHIBIT C

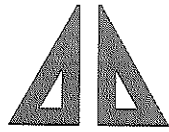
Price justification for the value of work not contained in the Pipeline Continuing Construction contract bid line items:

Bid Item No.	Item	Units	Quantity	Unit Price	Total	Variation (%)
Additional Work not included in Bid Items (See Bid Items 334 above)						
334A	See below Exhibit D based on Ymaws.com website calculation	Lump Sum	1	\$200,311.62	\$200,311.62	105.43%
334B	Cost for Square Feet; FDOT Project 433663-1-52-01; Bid Item 0080; 0455133 2. Bid on 3/9/24	SF	2640.00	\$38.00	\$100,320.00	105.60%
334C	Cost for Square Feet; FDOT Project 433663-1-52-01; Bid Item 0080; 0455133 2. Bid on 3/9/24	SF	1760.00	\$38.00	\$66,880.00	74.31%
334D	Utility Pipe - Ductile/Cast Iron, furnish & install, Water/Sewer, 4"/6"; FDOT Project 433663-1-52-01; Bid Item 1810; 1050 51206 on 3/9/24	LF	45	\$325.00	\$14,625.00	97.50%
334E	Bid Item 244 of WUD 22-032 w/ JD for 24" on 11/22/22. Converted to 42" pipe to today's price	LF	450	\$177.19	\$79,734.38	90.87%
334F	Price per cy for Item 0353 70 for FDOT Maintenance Contract Cost Summary; 1/1/201 - 12/31/17	CY	5.56	\$1,500.00	\$8,333.33	111.11%
334G	Bid Item 324 of WUD 22-032 w/ JD for 36" LS on 11/22/22. Converted to 42" LS to today's price	Each	1	\$102,375.00	\$102,375.00	97.50%
334H	60" casing in FDOT Project 433663-1-52-01; Bid Item 1770; 1050-10-101 on 3/9/24 converted to 48" casing	LF	346	\$4,800.00	\$1,228,300.00	135.21%
334I	42" Restrain; FDOT Project 433663-1-52-01; Bid Item 1960; 1080 29142 on 3/9/24	Each	1	\$7,857.00	\$7,857.00	78.57%
334J	FDOT Project 433663-1-52-01; Bid Item 1960; 1080 29142 on 3/9/24	Each	1	\$11,000.00	\$11,000.00	88.00%
334K	Price per occurrence for Item 0108 2 for FDOT Maintenance Contract Cost Summary; 1/1/201 - 12/31/17	Lump Sum	1	\$18,368.15	\$4,000.00	459.20%
334L	Task 7 of CSA 1 under WU 24-008 with Zeman Consulting Group LLC for Miscellaneous surveying Services	Lump Sum	1	\$3,086.00	\$3,086.00	123.47%
334M	FDOT Project 433663-1-52-01; Bid Item 0308; 0101 11 on 3/9/24	L.F	100.00	\$20.50	\$2,050.00	102.50%
334M	Additional Item (334E) used in WO 7 w/ JD; WUD 21-065	L.F	100.00	\$25.00	\$2,500.00	125.00%
334N	Item 58 of Bid WUD 21-035 for the Aerial crossing of a 16" WM, including the piles for Site 1. \$20,000 for 12" @ Site 3. Hinterland charged \$35,000 for this removal under WO 4	Lump Sum	1	\$16,000.00	\$16,000.00	95.24%
334O	Cost for 81 Acres; FDOT Project 433663-1-52-01; Bid Item 0340; 0110 1 1 Bid on 3/9/24	Acre	0.75	\$35,003.10	\$31,500.00	111.12%

**EXHIBIT D
Dewatering Cost Calculation**

Jacking Pit Dewatering															
			A	B	C	D	E	F	G	H=E x G	I	J=E x I	K	L= E x K	M = H+J+L
		Size	Quantity	Length (ft.)	Width (ft.)	Height (ft.)	Total Quantity	Unit	2024 Labor	2024 Total Labor	2024 Material	Total 2024 Material	2024 Equipment	Total 2024 Equipment	Total
1	Header Type	6"		594			594	LF	\$4.64	\$2,756.16	\$5.29	\$3,142.26		\$0.00	\$5,898.42
2	WellPoint's		199				199	Each		\$0.00		\$0.00		\$0.00	\$0.00
3	Riser Pipes		199			28	5572	LF	\$5.22	\$29,085.84	\$4.33	\$24,126.76		\$0.00	\$53,212.60
4	Discharge Pipe	10"		500			500	LF	\$4.64	\$2,320.00	\$8.44	\$4,220.00		\$0.00	\$6,540.00
5	Swing Joints		199				199	Each	\$5.96	\$1,186.04	\$71.45	\$14,218.55		\$0.00	\$15,404.59
6	Self-Jetting Tips	2"	199				199	Each	\$5.22	\$1,038.78	\$65.96	\$13,126.04		\$0.00	\$14,164.82
7	Filter Screens		199				199	Each	\$5.96	\$1,186.04	\$34.35	\$6,835.65		\$0.00	\$8,021.69
8	Discharge Stone			10	10	1	4.00	CY	\$12.39	\$49.56	\$32.98	\$131.92		\$0.00	\$181.48
9	Main Pump		1				1	Each	\$285.82	\$285.82		\$0.00	\$1,717.67	\$1,717.67	\$2,003.49
10	Backup Pump		1				1	Each	\$285.82	\$285.82		\$0.00	\$1,717.67	\$1,717.67	\$2,003.49
	Pump Operator (Part Time)		5				5	Weeks	\$934.41	\$4,672.05		\$0.00		\$0.00	\$4,672.05
11	Installation Accessories						1	LS	\$1,374.13	\$1,374.13	\$2,061.20	\$2,061.20		\$0.00	\$3,435.33
													Jacking Pit Dewatering	Total (N)	\$115,537.96
Receiving Pit Dewatering															
			A	B	C	D	E	F	G	H=E x G	I	J=E x I	K	L= E x K	M = H+J+L
		Size	Quantity	Length (ft.)	Width (ft.)	Height (ft.)	Total Quantity	Unit	2024 Labor	2024 Total Labor	2024 Material	Total 2024 Material	2024 Equipment	Total 2024 Equipment	Total
1	Header Type	6"		504			504	LF	\$4.64	\$2,338.56	\$5.29	\$2,666.16		\$0.00	\$5,004.72
2	WellPoint's		169				169	Each		\$0.00		\$0.00		\$0.00	\$0.00
3	Riser Pipes		169			20	3380	LF	\$5.22	\$17,643.60	\$4.33	\$14,635.40		\$0.00	\$32,279.00
4	Discharge Pipe	10"		250			250	LF	\$4.64	\$1,160.00	\$8.44	\$2,110.00		\$0.00	\$3,270.00
5	Swing Joints		169				169	Each	\$5.96	\$1,007.24	\$71.45	\$12,075.05		\$0.00	\$13,082.29

6	Self-Jetting Tips	2"	169				169	Each	\$5.22	\$882.18	\$65.96	\$11,147.24		\$0.00	\$12,029.42
7	Filter Screens		169				169	Each	\$5.96	\$1,007.24	\$34.35	\$5,805.15		\$0.00	\$6,812.39
8	Discharge Stone			10	10	1	4.00	CY	\$12.39	\$49.56	\$32.98	\$131.92		\$0.00	\$181.48
9	Main Pump		1				1	Each	\$285.82	\$285.82		\$0.00	\$1,717.67	\$1,717.67	\$2,003.49
10	Backup Pump		1				1	Each	\$285.82	\$285.82		\$0.00	\$1,717.67	\$1,717.67	\$2,003.49
	Pump Operator (Part Time)		5				5	Weeks	\$934.41	\$4,672.05		\$0.00		\$0.00	\$4,672.05
11	Installation Accessories						1	LS	\$1,374.13	\$1,374.13	\$2,061.20	\$2,061.20		\$0.00	\$3,435.33
													Receiving Pit Dewatering	Total (O)	\$84,773.66
														Subtotal (N+O)	\$200,311.62



MOCK • ROOS

CONSULTING ENGINEERS

December 17, 2024

Henry Melendez, P.E.
Palm Beach County Water Utilities Department
8100 Forest Hill Blvd
West Palm Beach, FL 33413

Ref No: PA#C2010.00
Subject: MEMO – Turnpike Jog Road Water Main Replacement – Cost Review

Dear Henry:

As we previously discussed, there is an ongoing project to widen Florida's Turnpike Mainline/SR 91 from just north of Southern Boulevard/SR 80/US 98 to just north of Okeechobee Boulevard/SR 704. This expansion will increase the lane count from four to eight, involving pavement widening, reconstruction, milling and resurfacing, as well as bridge improvements/replacements, drainage enhancements, and the installation of noise barriers in qualifying regions. There are also proposed interchange enhancements at Jog Road and Okeechobee Boulevard/SR 704.

During the design a conflict has been identified with an existing PBCWUD 30"/42" watermain. PBCWUD plans to contract with Johnson Davis (JD) under its existing continuing contract to have JD Jack and Bore a 42" casing with a 30" DIP watermain approximately 118 feet north of the existing watermain. Upon completion and activation of the proposed watermain, the existing one can be decommissioned in place under the turnpike and removed within the LWDD right of way. PBCWUD has confirmed that the existing watermain can be temporarily taken out of service for this work. The connection of the proposed to existing water main is anticipated to take one day.

Per your request, we have reviewed JD's cost proposal for the replacement of the existing 30"/42" watermain to accommodate the widening project. Our analysis focused on the "additional work not included in Bid Items" (line items 334A through 334O):

1. The most significant line item cost was for the 48" jack and bore, amounting to \$1,228,300 (\$3,550 per linear foot). While the FDOT's 2024 historical costs list a 48" jack and bore at just \$430 per linear foot, this figure appears unusually low and not directly comparable. FDOT's costs also include \$2,337 per linear foot for a 30" jack and bore and \$5,145 per linear foot for a 54" jack and bore, making JD's unit price of \$3,550 for this complex, high-risk operation appear reasonable.
2. We also consulted JD's estimator, Jim Amsler, for further details on their estimate:
 - The estimate assumes that the LWDD canal cannot be temporarily plugged. JD plans to employ multiple well point and dewatering sock setups to manage site dewatering for the jack and bore operation.
 - The concrete slab within the LWDD canal intended to protect the watermain from the proposed box culvert will be excavated and tremie poured in place.

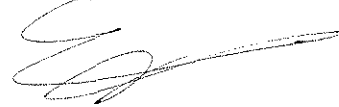
Mock, Roos & Associates, Inc.

5720 Corporate Way, West Palm Beach, Florida 33407-2066, 561-683-3113, www.MockRoos.com

- The existing watermain will be temporarily closed using valves, or line stops if necessary, enabling it to be cut and connected to the new pipe. The connection to the existing 42"/30" watermain is expected to be completed in one day by multiple crews.
- The jack and bore casing will be installed from west to east.

While we recognize that the costs for the additional work line items are somewhat elevated, given the complexities and technical demand of this project, along with the current market trends and industry pricing, they remain within a reasonable range.
Please let me know if you have any questions.

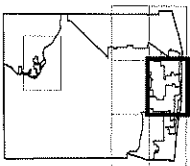
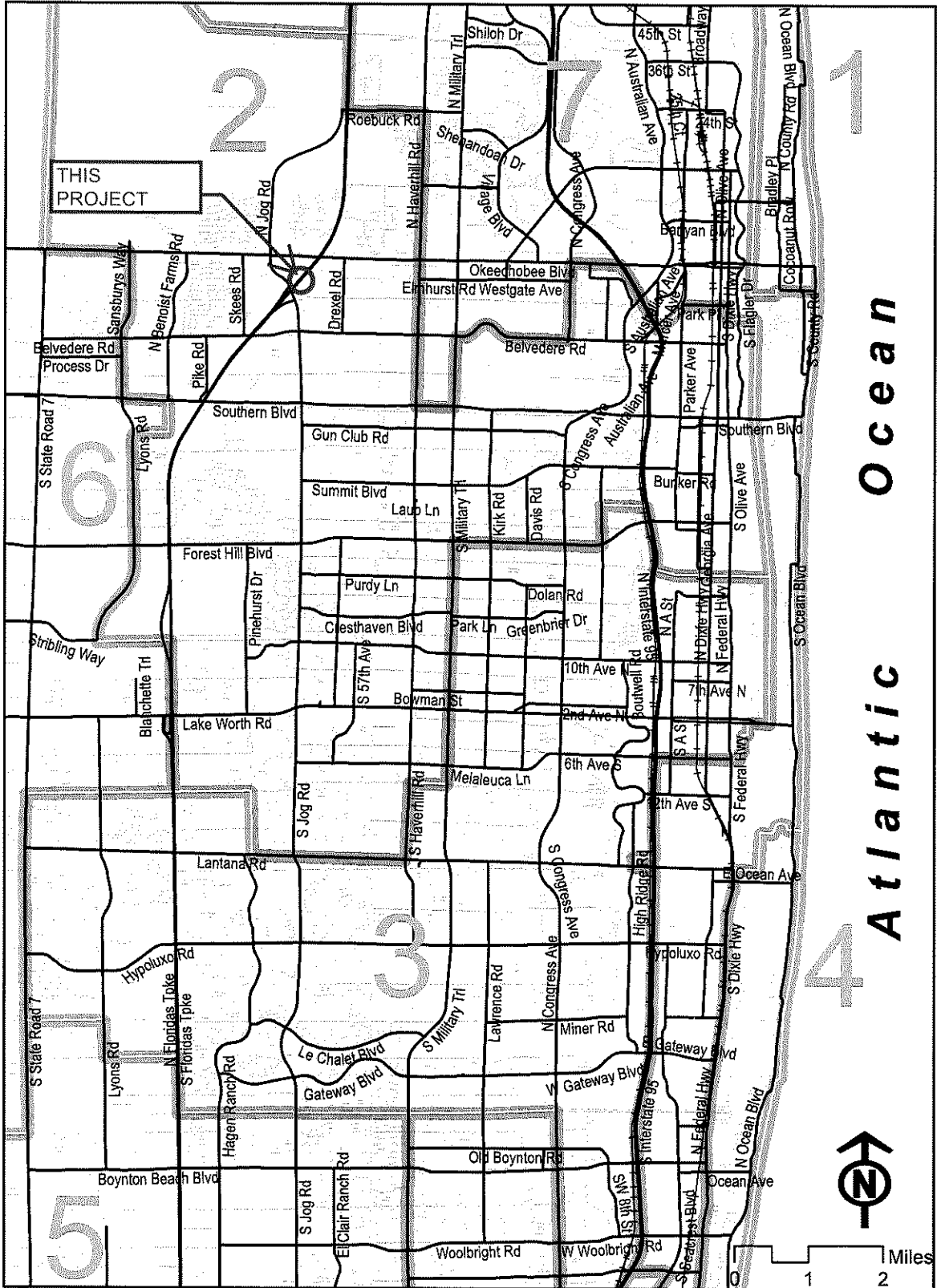
Sincerely,
Mock, Roos & Associates, Inc.



Eduardo Duran, P.E.
Project Engineer

Copies: Thomas Biggs, P.E.
John Cairnes, P.E.

**ATTACHMENT 2
AGENDA ITEM
LOCATION MAP
PBCWUD PROJECT No. 24-007**



ATTACHMENT 3

Print Date 12/12/2024 9:07:24 AM

Page 1 of 1



**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 :