

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 8, 2025 **Consent** **Regular**
 Ordinance **Public Hearing**

Department: Engineering and Public Works

Submitted By: Engineering and Public Works

Submitted For: Road and Bridge Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order 2023055-9 in the amount of \$1,695,355 for storm drainage repairs within the Whispering Trails Subdivision, utilizing Palm Beach County’s (County) Drainage Improvements/Repairs and Minor Construction Continuing Services Contract (Contract) with Johnson-Davis Incorporated (JDI).

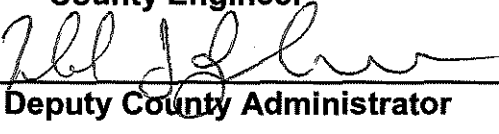
SUMMARY: Per County PPM CW-F-050, this work order exceeds the \$300,000 threshold for staff approvals of work orders to annual contracts, thus requiring approval from the Board of County Commissioners (BCC). Approval of this work order will allow the contractual services necessary to construct storm drainage repairs, which consist of the installation of cured-in-place pipe lining to repair the integrity of the existing storm drainage pipe system, and the replacement of irreparable storm drainage pipes within the Whispering Trails Subdivision. This Contract is one (1) of two (2) contracts with an available cumulative total of \$12,000,000 for the drainage improvements/repairs program. Prior to this meeting date, approximately \$300,000 of the \$12,000,000 JDI Contract that was approved on March 05, 2024 by the BCC has been spent or encumbered. This Contract was presented to the Goal Setting Committee on August 16, 2023 and the Committee established an Affirmative Procurement Initiative (API) of a 15% minimum mandatory Small Business Enterprise (SBE) participation. The proposed SBE participation for this work order is 38%. To date, the overall SBE participation achieved on the Contract is 35%. **This project is funded by County ARPA Response Replacement funds, categorized under infrastructure stormwater improvements. District 1 (YBH)**

Background and Justification: The County intends to construct the drainage repairs in accordance with the attached work order.

Attachments:

1. Location Map
2. Work Order 2023055-9 with Exhibits “A”, “B”, “C” and Ebix

Recommended by:  3/27/2025
YBH/TEL **County Engineer** **Date**

Approved By:  4/2/25
for **Deputy County Administrator** **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$ 1,695,355	-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	\$ 1,695,355	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget?
 Is this item using Federal Funds?
 Is this item using State Funds?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Budget Account No:

Fund 1164 Dept 360 Unit 506I-016 Object 4900

Recommended Sources of Funds/Summary of Fiscal Impact:

ARPA Response Replacement Fund
 Non-CCRT Stormwater Improvements
 WHISPERING TRAILS SUBDIVISION

Work Order Amount \$1,695,355

C. Departmental Fiscal Review: _____



III. REVIEW COMMENTS

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

ASD [Signature] 3/28/25
 OFMB QS 3/28/25
 MD 3/28

Brands [Signature] 3/31/25
 Contract Dev. and Control
 2025.3.28.25

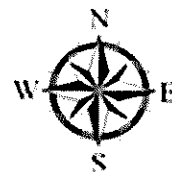
B. Approved as to Form and Legal Sufficiency:

[Signature] 4/1/25
 Assistant County Attorney

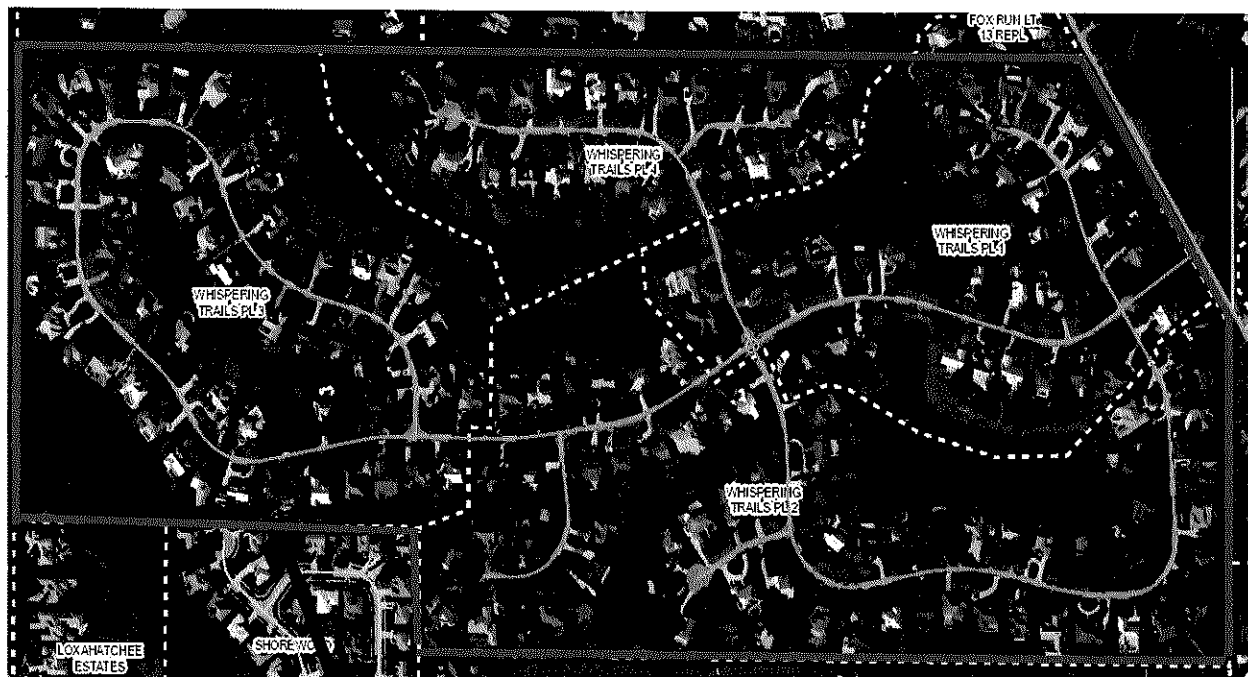
C. Other Department Review:

 Department Director

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



LOCATION MAP



Drainage Repair Limits
Various Locations within
Whispering trails subdivision

WORK ORDER # 2023055-9

**TO THE ANNUAL DRAINAGE IMPROVEMENTS/REPAIRS AND MINOR
CONSTRUCTION CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND JOHNSON-DAVIS INCORPORATED
FOR STORM DRAINAGE REPAIRS WITHIN THE WHISPERING TRAILS
SUBDIVISION**

This Work Order to the Annual Drainage Improvements/Repairs and Minor Construction Contract (R2024-0211), dated March 5, 2024 (**ANNUAL CONTRACT**) is made and entered into the 8th day of April, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (**COUNTY**) and JOHNSON-DAVIS, INCORPORATED (**CONTRACTOR**) authorized to do business in the State of Florida, whose Federal I.D. is 59-1753888 (individually Party and collectively Parties).

WITNESSETH

WHEREAS, the **COUNTY** and **CONTRACTOR** entered into an **ANNUAL CONTRACT** on a work order basis on March 5, 2024 (R2024-0211); and

WHEREAS, the **COUNTY** desires the **CONTRACTOR** to perform storm drainage repairs within the Whispering Trails Subdivision ("**REPAIRS**"); and

WHEREAS, the **CONTRACTOR** agrees to construct the **REPAIRS** in accordance with the terms and conditions of the **ANNUAL CONTRACT**, as directed and accepted by the Engineering Department, Road & Bridge Division; and

WHEREAS, based on the pricing agreed to in the **ANNUAL CONTRACT**, the Parties agree that a cost not to exceed \$1,695,355 is appropriate compensation for the services to be performed by the **CONTRACTOR** to construct the **REPAIRS**.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of the mutual benefits that flow from each to the other, the Parties hereto agree as follows:

1. The above recitals are true and are incorporated herein.
2. The **CONTRACTOR** agrees to construct the **REPAIRS** in accordance with the **ANNUAL CONTRACT**, as further described in **Exhibit "A"**.
3. The **COUNTY** agrees to pay the **CONTRACTOR** a fee not to exceed \$1,695,355 to construct the **REPAIRS**. Final payment shall be per documented quantities installed.

Re: STORM DRAINAGE REPAIRS WITHIN THE WHISPERING TRAILS SUBDIVISION

Work Order No.: 2023055-9

4. The following Exhibits are attached to and made a part of this Work Order:
 - a) **Exhibit A** - Work Order Request and Scope/Cost Estimate and Locations; and
 - b) **Exhibit B** - OEBO Schedules 1 and 2; and
 - c) **Exhibit C** – Public Construction Bond

INTENTIONALLY LEFT BLANK

Re: STORM DRAINAGE REPAIRS WITHIN THE WHISPERING TRAILS SUBDIVISION

Work Order No.: 2023055-9

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Work Order for the **IMPROVEMENTS**, pursuant to the **ANNUAL CONTRACT**, on behalf of the **COUNTY**, and **CONTRACTOR** has hereunto set its hand the day and year above written.

OWNER:

Palm Beach County, Florida, a Political Subdivision of the State of Florida by and through its

BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

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

BY: _____
Deputy Clerk

S E A L

**APPROVED AS TO TERMS
AND CONDITIONS:**

BY: sc _____

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY:**

Yelizaveta Herman, Assistant County Attorney

CONTRACTOR:

Johnson-Davis Incorporated

BY: _____
William Cryer, Vice President
(Printed Name and Title)

C O R P O R A T E S E A L

WITNESS:

BY: _____
James P. Amster
(Printed Name)

BY: _____
Melissa Trejo
(Printed Name)



**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING & PUBLIC WORKS DEPARTMENT
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229**

REQUEST:	REQUESTING DIVISION:	INFORMATION:
<input type="checkbox"/> WORK ORDER NO. <u>2023055- 9</u>	<input checked="" type="checkbox"/> ROAD & BRIDGE	DATE <u>11/21/24</u>
<input type="checkbox"/> NEW AUTHORIZATION	<input type="checkbox"/> TRAFFIC	REQUESTOR <u>Chase Miller</u>
<input type="checkbox"/> CHANGE ORDER NO. _____	<input type="checkbox"/> ROADWAY PRODUCTION	COMMISSION DISTRICT NO: <u>1</u>
<input type="checkbox"/> SUPPLEMENTAL NO. _____	<input type="checkbox"/> CONSTRUCTION COOR.	RESOLUTION NO: <u>R 2024-0211</u>
<input type="checkbox"/> OTHER: _____	<input type="checkbox"/> STREETSCAPE	PBC PO NUMBER: _____

PROJECT LOCATION/LIMITS: Whispering Trails Subdivision, provided in Exhibit A

PROJECT NUMBER: 2022004 **BUDGET LINE ITEM:** 1164-360-5061-016

CONTRACT NUMBER: 2023055 **CONTRACT DATE:** March 05, 2024

CONTRACTOR/CONSULTANT/VENDOR: Johnson-Davis, Inc. **VENDOR #:** VC0000108193

CONTACT: William Cryer **CONTACT PHONE NUMBER:** (561) 582-1170

Details: In accordance with your contract, you are to provide the following services: Drainage repairs as provided in Exhibit A. A Separate NTP will be issued directing the contractor to commence work within five (5) working days. The contract duration for this work request is 60 days.

This work shall be coordinated with, (48 hours prior to commencement of work):
Chase Miller, Public Works Superintendent R&B (561) 233-3999

The total amount of this request, per the attached documentation, is not to exceed \$ \$1,695,355
The Small Business Enterprise (SBE) goal for this contract is 15 % .
The estimated SBE participation for this request is 38 % .
The cumulative SBE participation to date for this Contract including this request is 35 % .

Name: Chase Miller Title: Public Works Superintendent Telephone Number: (561)233-3999

CONTRACTOR/CONSULTANT/VENDOR APPROVALS Please indicate your receipt of this Work Order by signing and returning a duplicate copy.	Please sign below and submit with invoice at the completion of the project. Project completed in compliance with Contract and Project Specifications.
Signature <u>[Signature]</u> Date <u>11/27/24</u>	Signature _____ Date _____
Printed Name and Title <u>JOHN STANLEY CF</u>	Printed Name and Title _____

PALM BEACH COUNTY APPROVALS	BOARD APPROVAL? _____ Date: _____
Division Approval _____ Date _____	Budget Approval _____ Date _____
Assistant County Engineer _____ Date _____	Contract Review Committee (when required) Date _____

Whispering Trails Project Locations/Limits

Address	Distance from grate to grate (LF)	Pipe Size	Issue at Location	Line/Required
19506 Trails End Southeast/ Manhole to yard	41	18" CMP	Joint separation/ failure at springline	Line
19506 Trails End South to 19511	176	15" CMP	Rusted along springline	Line
19511 Trails End North	43	18" CMP	Joint failure and collapse left side along springline	Line
6036 Wood Lake to Outfall	294	18 CMP	Pipe is rusted bottom and at springline	Line/Replace
6036 Wood lake East to 19534	97	15"RCP	crack at top 1/2 way in	Replace
19567 Trails End East	37	18" RCP	bulge left hand side	Replace
19567 Trails End West	320	18"RCP	Rusted Spring Line	Line
19587 Trails End North(Outfall)	223	15" CMP	Hole in pipe/rusted springline	Line/Replace
19582 Trails End North	38	15" CMP	Possible joint seperation	Line/Replace
19598 Trails End North	35	18" CMP	Collapsed Pipe	Replace
19603 Trails End North towards Outfall	235	18" CMP	Rusted hole with filter cloth	Line
6191 Sand Pine Ct East /west	238	15" CMP	Rusted Pipe	Line
6170 Sand Pine Ct East	38	18" CMP	Bulge in Pipe	Line
6170 Sand Pine Ct North	38	18" CMP	Bulge in Pipe	Line
19558 Red Gum North	37	15" CMP	Joint separation at the 7 at flowline	Line
19658 Red Maple Ln	48	15" Poly pipe	Crack top left crown	Line
19658 Red Maple Ln East West	248	24" CMP	Hole on crown of pipe	Line
6146 Wood Creek Ct.looking 19637 Red	50	15" CMP pipe	TV'ED; Pipe is torn about 17ft southwest pipe collapsed	Replace
19637 Red Maple Ln. South from manhole	78	18" Poly Pipe	Pipe Seperation	Replace
19637 Red Maple Ln. West to 19638	51	24" CMP	Pipe Seperation	Replace
6594 Wood Lake Rd. west to 6595	35	18" CMP	Rusted along springline/ root intrusion to the crown of pipe	Line
6594 Wood Lake Rd. North to Outfall	279	36" CMP	Bottom Rusted	Line
6594 Wood Lake Rd. Northwest to 6528	172	18" CMP	Rusted bottom	Line
6646 Wood Lake Rd. South	36	18" CMP	Filter Cloth showing joint separated at 7 on flowline to crown.	Line
6633 Wood Lake Rd. Northeast	35	18" CMP	Joint separation flowline to crown X2	Line
6568 Wood Lake Rd. Southwest to 6581	35	24" CMP	Joint separation crown of pipe	Line
6568 Wood Lake Rd. Southeast	35	15" CMP	Rusted on Bottom	Line
6581 Wood Lake Rd. East	50	18" Poly pipe	Infiltration dripper/joint separation	Line
6320 Wood Lake Rd. West	320	24in" CMP	Structure inside pipe at 174ft/ Hole in crown	Line
6361 Woodlake Rd.	200	15in" CMP	Pipe Collapse	Replace
6372 Wood Lake Rd. East	36	24in" CMP	Bottom of pipe is rusted	Replace
6127 Wood Creek Ct. South	35	15in" CMP	joint seperation	Line
6464 Wood Lake Rd. East	190	15in" CMP	Joint separation	Line/Replace
6438 Wood Lake Rd. West looking back to 6464	190	15" CMP	Joint separation	Line
6419 Wood Lake Rd. North	35	20" CMP	springline rusted/ joint failure	Line
6269 Wood Lake Rd. North	178	30" CMP	Obstruction hanging from top of pipe./Further invest to find out where pipe is coming from	Line
6685 Wood Lake Rd. East	42	12" CMP	Little joint separation/crown of pipe	NIC
6190 Wood Lake Rd. North	221	15" CMP	Filter cloth hanging/Rusted pipe	Line/Replace
6127 Wood Lake Rd. North	44	15" CMP	entire pipe is rusted	Line
6216 Wood Lake Rd. West	40	15" Poly	Belly at crown of pipe/joint failure	Replace
6216 Wood Lake Rd. South	258	30" CMP	Bulge from 1:00 to 3:00	Line
6127 Wood Lake Rd. South	44	18" Poly	Bulge at broken joint	Line
6216 Wood Lake Rd. North	44	30" CMP	Rusted Spring line	Line
6438 Wood Lake Rd. North	35	12" CMP	Rusted Spring Line	Line
6646 Wood Lake Rd to outfall	250	30" CMP	Rusted along springline root intrusion at crown of pipe	Line



ROAD AND BRIDGE CONSTRUCTION COST ESTIMATE

Exhibit 'A'

DATE: 11/21/2024

Project Description:	Drainage Repair	Road Maintenance District:	1		
Project Location:	Whispering Trails Subdivision	Commission District:	1		
Item #	Item Description	Quantity	Unit	Unit Price	Amount
4	Remove Existing Asphalt (Full Depth) (See Notes)	512	SY	\$ 15.00	\$ 7,680.00
5	Regular Excavation	1070	CY	\$ 23.00	\$ 24,610.00
7	Embankment (Compacted in Place)	324	CY	\$ 30.00	\$ 9,720.00
18	Optional Base Group 13	512	SY	\$ 65.00	\$ 33,280.00
21	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C)	64	TN	\$ 250.00	\$ 16,000.00
50	Concrete Pipe Culvert (15" RCP)	472	LF	\$ 140.00	\$ 66,080.00
51	Concrete Pipe Culvert (18" RCP)	427	LF	\$ 150.00	\$ 64,050.00
52	Concrete Pipe Culvert (24" RCP)	121	LF	\$ 160.00	\$ 19,360.00
73	Pipe Liner, Cured in Place, 15"	983	LF	\$ 170.00	\$ 163,710.00
74	Pipe Liner, Cured in Place, 18"	1517	LF	\$ 205.00	\$ 310,985.00
75	Pipe Liner, Cured in Place, 24"	568	LF	\$ 255.00	\$ 144,840.00
76	Pipe Liner, Cured in Place, 30"	508	LF	\$ 340.00	\$ 172,720.00
77	Pipe Liner, Cured in Place, 36"	279	LF	\$ 420.00	\$ 117,180.00
83	Dewatering (8" Pump/Wellpoints)	69	ED	\$ 1,350.00	\$ 93,150.00
101	Concrete Sidewalk (6" Thick) (Driveway) (>10 SY)	240	SY	\$ 90.00	\$ 21,600.00
107	6" Concrete Removal	240	SY	\$ 25.00	\$ 6,000.00
109	Sodding (To Match Existing) (See Notes)	3000	SY	\$ 10.00	\$ 30,000.00
113	Floating Turbidity Barrier	450	LF	\$ 20.00	\$ 9,000.00
NIC	HDPE Pipe Culvert (30") (Class I)	59	LF	\$ 200.00	\$ 11,800.00
NIC	Modify Existing Structure (With existing Pipe connection 24" or less)	40	EA	\$ 1,400.00	\$ 56,000.00
NIC	Modify Existing Structure (With existing Pipe connection >24" and <or equal to 36")	8	EA	\$ 1,800.00	\$ 14,400.00
NIC	Density Testing	200	EA	\$ 50.00	\$ 10,000.00
NIC	Proctor Testing	4	EA	\$ 150.00	\$ 600.00
NIC	Pipe Removal and Disposal (< 24" or less)	899	LF	\$ 10.00	\$ 8,990.00
NIC	Pipe Removal and Disposal (>24" and < or equal to 36")	180	LF	\$ 20.00	\$ 3,600.00
SUBTOTAL:					\$ 1,415,355.00
CONTRACTOR'S PROFIT:					\$ 250,000.00
TOTAL:					\$ 1,695,355.00

EVAL : ADA : DURATION :
STRIPING \$

Prepared By: CM

OEBO SCHEDULE 1

Exhibit B, Page 1 of 2

SOLICITATION/PROJECT/BID NAME: Whispering Trails Subdivision SOLICITATION/PROJECT/BID NO.: 2023055-9
 SOLICITATION OPENING/SUBMITTAL DATE: 6/14/2024 COUNTY DEPARTMENT: Road and Bridge

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: ccry34@johnsondavis.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$956,209.00
 *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 Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. Flotech Environmental	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$599,146.00				
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 \$599,146.00

Total Bid/Offer Price \$ 1,555,355.00 Total Certified S/M/WBE Participation \$ \$599,146.00

I hereby certify that the above information is accurate to the best of my knowledge: William Cryer Vice President
 Name of 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 the state of Florida as of the date of solicitation opening or 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 (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2023055-9

SOLICITATION/PROJECT NAME: Whispering Trails Subdivision

Prime Contractor: Johnson-Davis Incorporated

Subcontractor: Flotech Environmental

(Check box(es) that apply)

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

Date of Palm Beach County Certification (if applicable): 1/12/2022 - 1/11/2025

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

Column 1

Column 2

Column 3

Male Female

African-American/Black Asian American Caucasian American

Supplier

Hispanic American Native American

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
73	Pipe Liner, Cured In Place, 15"	\$129.25	963 / ft	\$0.00	\$118,689.75
74	Pipe Liner, Cured In Place, 18"	\$145.25	1,517 / ft	\$0.00	\$220,344.25
75	Pipe Liner, Cured In Place, 24"	\$188.00	668 / ft	\$0.00	\$94,288.00
76	Pipe Liner, Cured In Place, 30"	\$204.50	505 / ft	\$0.00	\$109,888.00
77	Pipe Liner, Cured In Place, 36"	\$222.00	279 / ft	\$0.00	\$81,838.00

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: \$599,148.00

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: _____

Flotech Environmental

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

Jose Ferré

Print Name

Managing Member

Title

Date: _____



Liberty Mutual Surety

December 4, 2023

Palm Beach County
2300 North Jog Road, Suite 3W-33
West Palm Beach, FL 33411-2745

RE: **Johnson-Davis, Incorporated**
Bond No. 016241393
Project: **Drainage Improvements, Repairs and Minor Construction**
Project No. 2023055

To Whom It May Concern:

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

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Nicole Stillings, Attorney-in-Fact

Member of Liberty Mutual Group

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 016241393

BOND AMOUNT: \$12,000,000.00

CONTRACT AMOUNT: \$12,000,000.00

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 ADDRESS: 175 Berkeley Street
Boston, MA 02116

SURETY PHONE: (617) 357-9500

OWNER'S NAME: Palm Beach County

OWNER'S ADDRESS: 2300 North Jog Road, Suite 3W-33
West Palm Beach, FL 33411-2745

OWNER'S PHONE: 561-684-4150

PROJECT NO.: 2023055

DESCRIPTION OF WORK: Drainage improvements, repairs and minor construction

PROJECT LOCATION: Countywide

LEGAL DESCRIPTION: No legal description is available. The best description available is as indicated on the Project Location above.

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

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

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

A- Oblige, herein called County, for the use and benefit of claimant as herein below defined, in the amount of:

§ 12,000,000.00

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 March 5, 2024, entered into a Contract with the County for:

Project Name: Drainage Improvements / Repairs and Minor Construction
Continuing Services Contract
Project No.: 2023055
Project Description: See Page PCB-1
Project Location: See Page PCB-1

in accordance with Design Criteria Drawings and Specifications prepared by:

Name of Engineering/Architectural Firm: TBD
Location of Firm: TBD
Phone: TBD
Fax: TBD

which Contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

- 1 Performs the Contract dated March 5, 2024 between Principal and County for the construction of the project as described above, the Contract being made part of this bond by reference, at the times and in the manner prescribed in the Contract; and
- 2 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 Contract; and
- 3 Pays County all losses, damages (including liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

PUBLIC CONSTRUCTION BOND

4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. 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.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract 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 coverages and limitations of this instrument.
8. 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.
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

ATTEST:

[Signature]
 (Signature)

CHRISTOPHER JOHNSON
 (Print Name)

SECRETARY / TREASURER
 (Title)

(Seal)
 Johnson-Davis Incorporated
 By: *[Signature]*
 (Principal)

WILLIAM CRUICK
 (Print Name)

VICE PRESIDENT
 (Title)

ATTEST:

[Signature]
 (Signature)

Nicole Stillings
 (Print Name)

Witness to Surety
 (Title)

(Seal)
 Liberty Mutual Insurance Company
 By: *[Signature]*
 (Surety)

Joshua R. Loftis
 (Print Name)

Attorney-in-Fact
 (Title)

PUBLIC CONSTRUCTION BOND

PROJECT NO.: 2023055

DESCRIPTION OF WORK: Drainage improvements, repairs and minor construction

PROJECT LOCATION: Countywide

SURETY COMPANY: Liberty Mutual Insurance Company

SURETY ADDRESS: 175 Berkeley Street
Boston, MA 02116

SURETY PHONE: (617) 357-9500

BOND NUMBER: 016241393

BOND AMOUNT: \$12,000,000.00

CONTRACT AMOUNT: \$12,000,000.00

As the Surety Company for Johnson-Davis Incorporated we have executed the captioned bond. Because the contract date is unknown, we have left the bond(s) undated. As a duly authorized Attorney-in-Fact for the Surety, Liberty Mutual Insurance Company permission is hereby granted to Palm Beach County to fill in the contract date on the bond(s) and power of attorney when that date is known. Also, the "signed and sealed" date on the bond(s) should be completed.

PCB-J



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: 8210898 - 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. Engstrom, Sarah Dragt, Ted Jorgensen, Tina Dormack

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 hereto 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

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, 2024
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 5 day of March, 2024.



By: [Signature]
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.



**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
DX00002650	Johnson-Davis Inc.		Compliant					2023055	Drainage Improvements/Repairs & Minor Construction Continuing Services 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	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 :