

Memo

To: Gary Ritter, City Administrator
From: David Allen, Public Works Director
Date: 7/5/2023
Re: Request for award of SE 4th Street Drainage improvements Project PW 04-10-05-23
to Johnson-Davis Inc

The Public Works Department is requesting a Purchase Order in the amount of \$218,500.00 to Johnson-Davis Inc for construction services needed to install a stormwater hydrodynamic separator on the 48" stormwater main line in the 500 block of SE 4th Street. The hydrodynamic separator is being installed to provide water quality improvements to the stormwater being discharged into Taylor Creek.

Two bids were received for the project. The total bid amount for each of the vendors is:

Johnson-Davis Inc.	\$190,000.00
Boromei Construction Inc	\$277,900.00

A detailed bid tabulation for the project, along with the actual bid documents from Johnson-Davis Inc. are attached. The Purchase order request for the project includes a 15% contingency for the potential need for additional concrete around the hydrodynamic separator. The separator to be used for the project was changed during the bid process. The contractor selected identified an alternate structure which was evaluated by the engineer. It was determined that alternate structure was both more cost effective and provided better nutrient reduction. The engineer is working with the hydrodynamic separator manufacturer to determine if additional concrete will be needed.

This project is a Florida DEP Stormwater improvement funded project. The grant amount from FDEP is \$300,000.00

BID TABULATION
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QTY.	Johnson-Davis Inc		Boromei Construction Inc	
				UNIT PRICE	AMOUNT	Unit price	AMOUNT
1	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
2	PROFESSIONAL VIDEOTAPING OF SITE CONDITIONS	LS	1	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
3	SURVEY LAYOUT AND RECORD DRAWINGS	LS	1	\$2,000.00	\$2,000.00	\$6,500.00	\$6,500.00
4	MAINTENANCE OF TRAFFIC	LS	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
5	HYDRODYNAMIC SEPARATOR	LS	1	\$150,000.00	\$150,000.00	\$235,000.00	\$235,000.00
6	45' RCP	LS	1	\$5,000.00	\$5,000.00	\$400.00	\$400.00
7	SITE RESTORATION	LS	1	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00
TOTAL BID AMOUNT (Based on Bid Unit Prices & Estimated Quantities)					\$190,000.00		\$277,900.00

Posted: June 22, 2023 @ 4:00 P.M.

To be removed : July 3, 2023 @ 4:00 P.M.

ORIGINAL

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

**ATTACHMENT A
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
NO LOBBYING AFFIDAVIT**

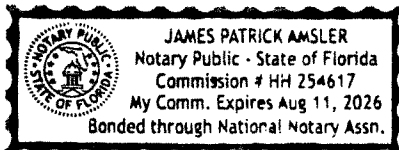
STATE OF FLORIDA
COUNTY OF Palm Beach

This 14th day of June, 2023, Wm. Clark C. Cryer being first duly sworn, deposes and says that he/she is the authorized representative of Johnson-Davis, Incorporated (Name of Contractor, Firm or Individual) respondent to the attached request for Bid, or qualifications and/or any other solicitation released by City of Okeechobee, and that the Bidder and any of its agents agrees to abide by the City of Okeechobee no lobbying restrictions in regard to this solicitation.



Affiant

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 14TH day of JUNE, 2023, by WILLIAM CRYER, who is personally known to me or produced _____ as identification.





Notary Public Signature

Commission No. HH 254617

ATTACHMENT B
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
ANTI-COLLUSION STATEMENT AND NO GIFT STATEMENT

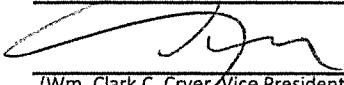
Date: 6/14/2023

Anti-collusion statement: The below-signed Bidder has not divulged to, discussed, or compared his/her Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever.

No gifts statement: No premiums, rebates, gifts or gratuities are permitted with, prior to, or after submission of the Bid. Any such violation will result in rejection of the Bid and removal from the Bid list(s).

Firm Name: Johnson-Davis, Incorporated

By (printed/typed): Wm. Clark C. Cryer

By (signature): 
(Wm. Clark C. Cryer, Vice President)

Title: Vice President

Mailing Address: 604 Hillbrath Drive

City, State, Zip: Lantana, FL 33462

Telephone No.: (561) 588-1170

ATTACHMENT C
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23

PROPOSER'S CERTIFICATION

I have carefully examined this Request for Bid (BID)/Request for Proposals (RFP)/ Request for Qualifications (RFQ), which includes scope, requirements for submission, general information and the evaluation and award process.

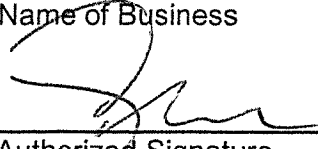
I acknowledge receipt of the following addenda.

Addendum # <u>1</u>	Date: <u>6/5/2023</u>	Addendum # _____	Date: _____
Addendum # <u>2</u>	Date: <u>6/9/2023</u>	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the services requested in the City's BID/RFP/RFQ and, if awarded, to enter into the attached draft contract. I agree that the terms and conditions of the City's BID/RFP/RFQ shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the BID/RFP/RFQ, unless a properly completed Exceptions to BID/RFP/RFQ form is submitted. I acknowledge that the City may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Company as its agent and that the Company is ready, willing and able to perform if awarded a contract.

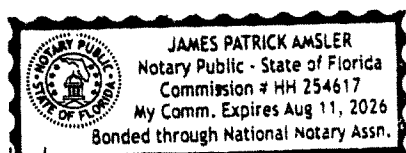
I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, Company or Corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Bidder or anyone on its behalf to gain favorable treatment concerning this procurement; no City Council member, employee or agent of City of Okeechobee or of any other Company is interested in said Bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Johnson-Davis, Incorporated
Name of Business

Authorized Signature
Wm. Clark C. Cryer, Vice President
Name & Title, Typed

604 Hillbrath Drive
Mailing Address
Lantana, FL 33462
City, State & Zip Code
(561) 588-1170 / (561) 585-3252
Telephone Number/Fax Number
ccryer@johnsondavis.com
Email Address

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 14TH day of JUNE, 2023, by William Cryer, who is personally known to me or produced _____ as identification.




Notary Public Signature
Commission No. HH 254617

**ATTACHMENT D
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007**

PW 04-10-05-23

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to CITY OF OKEECHOBEE, FLORIDA by: _____
Wm. Clark C. Cryer, Vice President _____ (print Individual's name and title) for: _____
Johnson-Davis, Incorporated _____
(print name of entity submitting sworn statement) whose business address is _____
604 Hillbrath Drive, Lantana, FL 33462 _____ and (if
applicable) its Federal Employer Identification Number (FEIN) is: 59-1753888
(If the entity has no FEIN, include the Social Security Number of the Individual signing this
sworn statement: _____ - _____ - _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**ATTACHMENT E
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all Bidders must disclose if any City of Okeechobee employee(s), elected official(s), or any of its agents is also an owner, corporate officer, director, agent, employee, etc., of their business.

Indicate either "yes" (a City employee, elected official or agent is associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

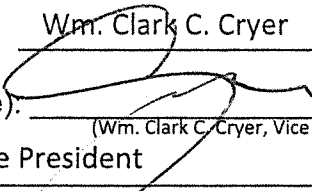
NO X

Name(s)

Position(s)

Firm Name: Johnson-Davis, Incorporated

By (Printed): Wm. Clark C. Cryer

By (Signature): 
(Wm. Clark C. Cryer, Vice President)

Title: Vice President

Address: 604 Hillbrath Drive, Lantana, FL 33462

Phone Number: (561) 588-1170

ATTACHMENT F
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
IMMIGRATION LAW CERTIFICATION

City of Okeechobee will not intentionally award City contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the immigration and nationality act ("INA")).

City of Okeechobee may consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by City of Okeechobee.

Respondent attests that it is fully compliant with all applicable immigration laws, specifically relating to the 1986 immigration act and subsequent amendments.

Johnson-Davis, Incorporated

Company Name
[Signature] (Wm. Clark C. Cryer, Vice President)

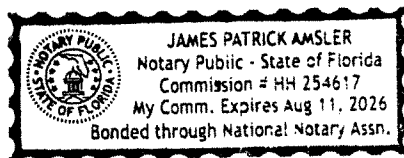
Signature
Vice President

Title
6/14/2023

Date

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 14TH day of JUNE, 2023, by WILLIAM CRYER, who is personally known to me or produced _____ as identification.



[Signature]

Notary Public Signature

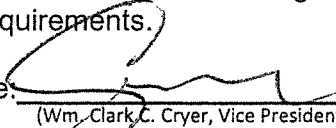
Commission No. HH 254617

ATTACHMENT G
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Bidder/proposer **CERTIFIES** that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this Firm complies fully with the above requirements.

Signature: 
(Wm. Clark C. Cryer, Vice President)

Date: 6/14/2023

Company: Johnson-Davis, Incorporated

Name: Wm. Clark C. Cryer

Address: 604 Hillbrath Drive

Title: Vice President

Lantana, FL 33462

Phone Number: (561) 588-1170

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**ATTACHMENT H
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23**

REFERENCE FORM

Client Name: Hardrives

Client Phone Number: 561-737-3555

Client E-mail: info@hardrivespaving.com

Service Dates: Beginning 4/2015 End 4/2015

Estimated Contract Amount: \$10,660.00

Description of the services performed as they directly relate to the work of this Request
for Bid:

Install Baffle Box.

**ATTACHMENT H
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23**

REFERENCE FORM

Client Name: Town of Sewalls Point

Client Phone Number: (772) 287-2455

Client E-mail: jscapra@gocaptec.com

Service Dates: Beginning 10/2020 End 9/2022

Estimated Contract Amount: \$1,079,337.30

Description of the services performed as they directly relate to the work of this Request for Bid:

Refurbish two existing Baffle Boxes with materials provided
by EcoSense.

EXHIBIT B
CITY OF OKEECHOBEE
SE 4th STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
BID UNIT PRICE SCHEDULE

ITEM NO.	DESCRIPTION	UNIT MEASURE	EST. QTY.	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1	10,000	10,000.00
2	PROFESSIONAL VIDEOTAPING OF SITE CONDITIONS	LS	1	1,000	1,000.00
3	SURVEY LAYOUT AND RECORD DRAWINGS	LS	1	2,000	2,000.00
4	MAINTENEANCE OF TRAFFIC	LS	1	2,000	2,000.00
5	HYDRODYNAMIC SEPARATOR	LS	1	150,000	150,000.00
6	48" RCP	LF	1	5,000	5,000.00
7	SITE RESTORATION	LS	1	20,000	20,000.00
TOTAL BID AMOUNT					190,000.00
(Based on Bid Unit Prices & Estimated Quantities)					190,000.00

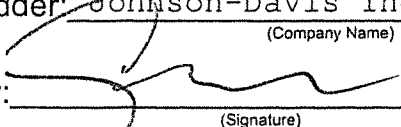
Bidders Company Name Johnson-Davis Incorporated

NOTE: This Bid is on a unit price basis. The total estimated amount is for Bid comparison purposes only. The Contractor should field verify the actual site conditions prior to time of bidding and before submitting the Bid proposal. The Contractor should read the special conditions and the requirements for insurance before submitting a Bid proposal. The Contractor shall furnish the City of Okeechobee with a Payment and Performance Bond in 100 percent (100%) of the total estimated amount of the contract. The Payment and Performance Bond shall continue in effect for one (1) year after completion and acceptance of the work as guarantee against construction defects. The Contractor in his Bid shall include the cost of said bond.

I have attached the required 5 percent (5%) Bid Security to this Bid.

Bidder: Johnson-Davis Incorporated
(Company Name)

Date: 6/21/2023

By: 
(Signature)

Title: Vice President

William Cryer
(Printed Name)

Email: ccryer@johnsondavis.com

Mailing Address: 604 Hillbrath Drive, Lantana, FL 33462

Office Number: 561-588-1170

Fax Number: 561-585-5252

SECTION I
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
GENERAL INFORMATION

All responses which comply with the requirements of this Bid will be considered.

Submittals must be made in the official name of the Firm or Individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, Partnership, Company, or Corporation submitting the response to this Bid.

Two clearly identified originals and one copy of your bid submittal are required.

Bid submittals will be received by the General Services Department until 3:00 p.m. on June 14, 2023.

Bid submittals are to be mailed, hand-delivered, and/or Express Mail to:

City of Okeechobee
General Services Department
55 S.E. 3rd Avenue, Room 101
Okeechobee, FL 34974

The submitting offeror is **required** to have printed on the **sealed** envelope or wrapping containing their submission their **Company name and return address, the Bid Number, Title, Opening Date and Time.**

Bids received after the date and time specified above shall be returned to the sender unopened. **Facsimile or emailed bids will not be accepted.**

All bids shall remain in effect for a period of ninety (90) days after the last day on which bids must be submitted.

SECTION II
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
SUBMISSION REQUIREMENTS

The bidder shall submit two (2) original clearly identified originals and one copy of the following:

1. Bid Documentation Form (Section III)
2. Minimum Qualifications for Bidders Form (Section IV) and three (3) references (Attachment H)
3. Bid Bond
4. Performance Bond
5. Bid Unit Price Schedule (Section VII, Exhibit B)

In addition to the above, please complete the following forms that must be returned with your bid:

Attachment A – No Lobbying Affidavit
Attachment B – Anti Collusion Statement and No Gift Statement
Attachment C – Proposer's Certification
Attachment D – Sworn Statement Pursuant to Section 287.133(3)(a),
FL Statutes on Public Entity Crimes
Attachment E – Conflict of Interest Disclosure
Attachment F – Immigration Law Certification
Attachment G – Drug Free Workplace Certification
Attachment H – Reference Form

**SECTION III
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS,
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
BID DOCUMENTATION**

Johnson-Davis, Incorporated

(BIDDER'S COMPANY NAME)

City Council
City of Okeechobee
55 S.E. 3rd Avenue
Okeechobee, FL 34974

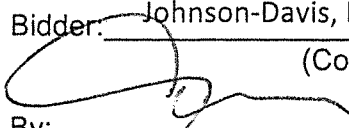
I have received the documents titled **CITY OF OKEECHOBEE SE 4TH STREET DRAINAGE IMPROVEMENTS, FDEP GRANT AGREEMENT LPQ0007, Project No. PW 04-10-05-23.** I have also received addendum number 1 through 1 and have included these provisions in my Bid. I have examined both the Bid documents and the construction site and submit the following Bid in which I agree:

1. To hold my Bid open until an agreement has been executed between the City of Okeechobee and accepted Bidder, or until ninety (90) days after Bids are opened, whichever is longer.
2. Regarding the Disposition of Bid Security: to accept the provisions of the Instructions to the Bidders.
3. To accomplish the work included in, and in accordance with the Contract Documents, if this Bid is accepted.
4. To start work within 60 calendar days from the Notice to Proceed and there after completing the work within 60 calendar days of commencement of work.
5. Regarding Compensation for the proposed work: if this Bid is accepted, I will construct this project on a unit price basis as reflected in the Bid Unit Price Schedule, Exhibit B of this agreement. Payment will be made upon invoice after completion of all work. NOTE: The City shall not be liable to pay interest on any unpaid balance. Vendor is solely responsible for all taxes, withholding, or social security obligations.
6. Regarding the Award of the Contract: if I am awarded a contract for this project, I understand that the award may be for all or any portion thereof, of the items listed under the Bid Unit Price Schedule.

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Bidder: Johnson-Davis, Incorporated
(Company Name)

Date: 6/14/2023

By: 
(Signature) (Wm. Clark C. Cryer, VP)

Title: Vice President

Wm. Clark C. Cryer
(Printed Name)

Email: ccryer@johnsondavis.com

Mailing Address: 604 Hillbrath Drive, Lantana, FL 33462

Office Number: (561) 588-1170

Fax Number: (561) 585-3252

**SECTION IV
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
MINIMUM QUALIFICATIONS FOR BIDDERS**

Minimum Qualifications:

1.0 Experience

- 1.1 Bidder must have at least 3 years of experience in providing commercial storm water improvement services including pipe, and structure installation and site restoration.
- 1.2 Bidder has successfully completed at least 6 storm water improvement projects in the last three years.

2.0 References

- 2.1 Bidder must provide at least 3 verifiable references of similar work as referenced in section 1.0 above.
- 2.2 For each reference, Bidder shall submit a completed Reference Form provided in Attachment H. provide the client name, client phone number, and client e-mail address.
- 2.3 Bidder shall provide a written description of the services performed in sufficient detail as they directly relate to the work of this Request for Bid. The description shall include the dates of the period that the Bidder provided the services as well as the contractual amount of the services provided.
- 2.4 The City, in its sole discretion, may reject any and all bids if the City is not able to verify the references provided.

3.0 Discriminatory Vendor List

- 3.1 In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

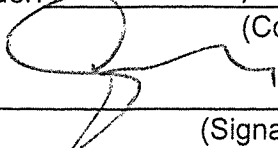
4.0 Bidder certifies that

- 4.1 Bidder meets the qualifications listed in Section IV, 1.0 above.
- 4.2 Bidder has never failed to complete work awarded under a contract due to circumstances that were under Bidder's control.
- 4.3 The Bidder has not been placed on the Discriminatory Vender List kept by the Florida Department of Management Services as listed in section 3.0 above.

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Bidder: Johnson-Davis, Incorporated
(Company Name)

Date: 6/14/2023

By: 
(Signature) (Wm. Clark C. Cryer, VP)

Title: Vice President

Wm. Clark C. Cryer
(Printed Name)

Email: ccryer@johnsondavis.com

Mailing Address: 604 Hillbrath Drive, Jupiter, FL 33462

Office Number: (561) 588-1170

Fax Number: (561) 585-3252

COMMON LAW PERFORMANCE BOND

BY THIS BOND, know that _____ as Principal, herewith called **[CONTRACTOR]**,
Business Address _____, Business Phone _____, and
, as _____, hereinafter called SURETY, Surety Address _____,
Surety Phone Number _____, are bound to City of Okeechobee, as Obligor, herein
called CITY, in the amount of _____ Dollars (\$) for payment of which
CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors,
administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT
entered into by CONTRACTOR and CITY, for the following:

Contract Number: **PW 04-10-05-23**
Contract Title: **CITY OF OKEECHOBEE SE 4TH STREET DRAINAGE IMPROVEMENTS,
FDEP GRANT AGREEMENT LPQ0007**

General Description of Project: The Contractor shall furnish all labor and materials necessary to perform the hydrodynamic separator installation, as shown on the plans in Okeechobee, Florida. The project shall include all piping, fittings, accessories and appurtenances, site restoration for all work, temporary provisions to maintain functionality of the drainage system, all testing, removal of the existing piping as specified, compliance with permit conditions, bypass pumping for stormwater mains, maintenance of traffic in accordance with City standards, and any other items as described in these documents to provide a complete and functional system.

Directions:

THE CONDITION OF THIS BOND is that if the **[CONTRACTOR]**:

1. Performs said contract in accordance with its terms and conditions; and
2. Pays CITY all losses, damages (direct and consequential including delay or liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by CONTRACTOR under the CONTRACT; and
3. Pays CITY any and all other amounts due CITY by CONTRACTOR because of a default by CONTRACTOR under the CONTRACT; and
4. Performs the warranty, extended warranty and 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.

If there is no CITY default, the SURETY's OBLIGATIONS UNDER THIS BOND shall arise after SURETY has received notice of CITY's declaration of default of CONTRACTOR in accordance with the terms and conditions of the CONTRACT (including notice and cure periods), so that within 20 days of CITY's declaration of CONTRACTOR's default, SURETY shall either (1) arrange for the CONTRACTOR, with the written consent of the CITY, to timely perform and complete the contract or (2) undertake to timely perform and complete the contract either by retaining another contractor approved by the CITY or undertaking to do the contract itself. SURETY shall be liable for any and all delays caused by the CONTRACTOR, SURETY, and/or the replacement contractor(s) provided by the SURETY. SURETY's failure to take such action shall be deemed to be a default on this Bond, thus entitling the CITY to complete the contract with another contractor and recover all resulting damages, including, but not limited to, all direct and consequential damages including delay or liquidated damages, engineering and architectural fees, as well as any and all legal costs and attorney's fees.

Any changes in or under the Contract Documents do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the Owner. Any suit under this bond must be initiated before the expiration of the limitation period applicable under Florida Statutes.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 20__.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Individual Principal

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Signature of Individual

By: _____
(Witness)

WHEN A PARTNERSHIP:

Signed and delivered in the presence of:

By: _____
(Witness)

By: _____
Partner

By: _____
(Witness)

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Type Corporate Principal Name)

By: _____
President

By: _____
(Secretary)

SURETY:

ATTEST:

(Surety Seal)

(Type Corporate Surety Name)

By: _____
SURETY

By: _____
(Secretary)

ATTORNEY-IN-FACT

By: _____ Name _____

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Common Law Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.



Liberty Mutual Surety

April 17, 2023

Re: Johnson-Davis Incorporated - Surety Capacity

To Whom It May Concern:

Johnson-Davis Incorporated is a highly regarded and valued client of Liberty Mutual Insurance Company ("Liberty Mutual"). It has been our privilege to provide surety bonds for Incorporated for over 25 years. Currently, we provide a bond program of \$50,000,000 per project, with an overall backlog of \$150,000,000. We are confident in their ability to perform.

Liberty Mutual is an A (Excellent) A.M. Best rated insurance company in Financial Size Category XV (\$2 Billion or greater).

Please note that the decision to issue performance and payment bonds is a matter between Johnson-Davis Incorporated and Liberty Mutual, and it will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me at (612) 349-2464.

Sincerely,
Liberty Mutual Insurance Company

Ted Jorgensen
Attorney-in-Fact

Member of Liberty Mutual Group



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: **8207173 - 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; C. White; Emily White; Joshua R. Loftis; Lin Ulven; Melinda C. Blodgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrom; Ted Jorgensen; Tina L. 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 24th day of January, 2022.



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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - 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 17th day of April, 2023.



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

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

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

Johnson-Davis, Incorporated
604 Hillbrath Drive
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Surety Company (Bonding Company):



Liberty Mutual Insurance Company
3011 Sutton Gate Dr., Suite 300, Suwanee, GA 30024
Brad Schramm, (678) 735-1181

Surety's resident agent for service of process:



CURRENT:

Ted Jorgensen, CSDZ, 225 South 6th Street, Suite 1900, Minneapolis, MN 55402, D: (612) 349-2464

Kim Niv, Liberty Mutual Insurance Company, 620 N. Wymore Road, Suite #200, Maitland, FL 32751, D: (407) 478-6836 (**Florida Resident Agent**)(as of 12/17/2021)

Bonding Agent:



CSDZ



1600 Aspen commons, Suite 990, Middleton, WI 53562

-Primary Contact: Nicole Stillings, Surety Service Advisor/Team Lead, (608) 242-2551,
NStillings@csdz.com

-Secondary Contact: Ted Jorgensen, Client Executive/Shareholder, (612) 349-2464,
TJorgensen@csdz.com



CERTIFICATE OF LIABILITY INSURANCE

Johnson-Davis, Inc.

604 Hillbrath Dr.

Lantana, FL 33462

Phone: (561) 588-1170

DATE (MM/DD/YYYY)

08/11/2022

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

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

PRODUCER Vaughn Risk Management 222 US Highway 1 St 208D Tequesta FL 33469		CONTACT NAME: Harrison Vaughn PHONE (A/C, No, Ext): (561) 289-0586 FAX (A/C, No): (561) 768-4958 E-MAIL ADDRESS: harrisonv@vaughnrm.com	
INSURED Johnson - Davis Incorporated 604 Hillbrath Drive Lantana FL 33462		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL FIRE INS CO OF HARTFORD INSURER B: CONTINENTAL INS CO INSURER C: VALLEY FORGE INS CO INSURER D: HOMELAND INS CO INSURER E: INSURER F:	
		NAIC # 20478 35289 20508 38210	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x	x	7033967643	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	x	x	7033968744	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	x	x	7033984636	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PR/COMP OPS AGG \$ 10,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	7033972535	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			7930119810000	07/01/2022	07/01/2023	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is listed as an additional insured with respect to General Liability for ongoing and completed operations, Automobile Liability and Umbrella Liability on a primary noncontributory basis when required by written contract. A waiver of subrogation in favor of additional insureds applies to Workers Compensation, General Liability, Automobile Liability, Umbrella Liability when required by written contract. Umbrella coverage is follow form to the GL. 30 day notice of cancellation, 10 day notice for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

Johnson-Davis, Inc. 604 Hillbrath Dr. Lantana FL 33462	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Business Auto Policy Policy Endorsement

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 11; Page: 1 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7033968744

Policy Effective Date: 07/01/2022

Policy Page: 82 of 250



Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

**Business Auto Policy
Policy Endorsement**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 11; Page: 4 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7033968744

Policy Effective Date: 07/01/2022

Policy Page: 85 of 250

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:





Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: JOHNSON-DAVIS, INC.

Policy No: 7033967643

Endorsement No: 23

Effective Date: 07/01/2022



Johnson-Davis, Inc.

604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



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Lantana, FL 33462
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CNA Paramount Excess and Umbrella Liability Policy

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages or defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A - Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

Form No: CNA75504XX (03-2015)

Policy Page: 21 of 32

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7033984636

Policy Effective Date: 07/01/2022

Policy Page: 36 of 63



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CNA Paramount Excess and Umbrella Liability Policy

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. **suit**; or



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Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 33972535

Policy Effective Date: 07/01/2022

Policy Page: 35 of 49

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

JOHNSON - DAVIS INCORPORATED

filed in this office on the 6th day of July

19 77.

Charter Number: 538772



GIVEN under my hand and the Great

Seal of the State of Florida, at

Tallahassee, the Capital, this the

7th day of July

19 77.

A handwritten signature in cursive script, appearing to read "Bruce C. Smith".

SECRETARY OF STATE

State of Florida

Department of State

I certify from the records of this office that JOHNSON - DAVIS INCORPORATED is a corporation organized under the laws of the State of Florida, filed on July 6, 1977.

The document number of this corporation is 538772.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on November 9, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of December,
2021*



Randy R. Lee
Secretary of State

Tracking Number: 0516866656CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Request for Taxpayer Identification Number and Certification

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. JOHNSON-DAVIS INCORPORATED	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 604 Hillbrath Drive	Requester's name and address (optional)
6 City, state, and ZIP code Lantana, FL 33462	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
5	9	-	1	7	5	3	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 6/07/22
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



JOHNSON-DAVIS INC.
"Construct with Confidence"

Johnson-Davis, Inc.
 604 Hillbrath Dr.
 Lantana, FL 33462
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 Fax: (561) 585-3252

CERTIFICATE OF AUTHORIZATION RESOLUTION

The undersigned hereby certifies as follows:

- 1) That at a meeting of the Board of Directors duly noticed and held on January __, 2023 all of the directors of the Company unanimously adopted the resolutions;
 - a. That William C. Cryer is elected or appointed as an officer of the Company with the title of Vice President – Estimating.
 - b. That in addition to any other authorized officer of the Company, William C. Cryer is authorized to execute and deliver for and on behalf of the Company, bids, estimates, contracts, loan documents and general authorizations relating to the Company's providing of goods and services for underground utilities construction, or other services related to the operation of business and bind the Company accordingly; and that, third parties shall be entitled to rely upon a certified copy of this resolution until written notice of modification or rescission of same has been furnished to and received by any such third party.
- 2) That the above resolutions are true and accurate copies of the original resolutions on file in the corporate record book of the Company and that said resolutions remain in full force and effect.

Date this 11 day of January, 2023.

By [Signature]
 Scott Johnson – President

STATE OF FLORIDA)

) ss

COUNTY OF PALM BEACH)

On this 11 day of January, 2023. Before me personally appeared Scott Johnson
 To me known to be the person who executed the foregoing acceptance and acknowledged that
 He/She executed the same as His/ Her free act and deed.

NOTARIAL
 SEAL



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

My commission as Notary Public in Palm Beach County
 expires 01-22-26

[Signature]
 Signature



• *Heavy Construction* • *Underground Utilities* •

Main office: 604 Hillbrath Drive- Lantana, FL 33462 • Phone: 561-588-1171 • Fax: 561-585-5252



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Detail by Entity Name

Florida Profit Corporation

JOHNSON - DAVIS INCORPORATED

Filing Information

Document Number 538772
FEI/EIN Number 59-1753888
Date Filed 07/06/1977
State FL
Status ACTIVE

Principal Address

604 HILLBRATH DRIVE
LANTANA, FL 33462

Changed: 04/01/1986

Mailing Address

604 HILLBRATH DRIVE
LANTANA, FL 33462

Changed: 04/01/1986

Registered Agent Name & Address

JOHNSON, SCOTT J
604 HILLBRATH DRIVE
LANTANA, FL 33462

Name Changed: 03/20/1996

Address Changed: 12/18/2009

Officer/Director Detail

Name & Address

Title P.

JOHNSON, SCOTT J.
18843 SE JUPITER RIVER DR
JUPITER, FL 33458

Title TS

JOHNSON, CHRISTOPHER
 7541 BRIAR CLIFF CIR
 LAKE WORTH, FL 33467

Title VP

CRYER, WILLIAM
 170 RIVER DRIVE
 TEQUESTA, FL 33469

Title CHIEF FINANCIAL OFFICER

STANLEY, JOHN
 4110 NW 10TH STREET
 DELRAY BEACH, FL 33445

Annual Reports

Report Year	Filed Date
2022	01/05/2022
2022	10/27/2022
2023	01/04/2023

Document Images

01/04/2023 -- ANNUAL REPORT	View image in PDF format
10/27/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/05/2022 -- ANNUAL REPORT	View image in PDF format
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01/07/2020 -- ANNUAL REPORT	View image in PDF format
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<u>01/28/1997 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/20/1996 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/20/1996 -- Reg. Agent Change</u>	View image in PDF format
<u>03/24/1995 -- ANNUAL REPORT</u>	View image in PDF format



Major Equipment List
All OWNED by Johnson-Davis, Inc.

Johnson-Davis, Inc.
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Lantana, FL 33462
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Fax: (561) 585-3252

ID	DESC	VIN#	ID	DESC	VIN#
Category: 10 WELLPOINT PUMPS			10-0084	10" Wellpoint Pump	14270
10-0001	10 IN. WELLPOINT PUMP	7105	10-999	Rental Pump	
10-0003	10 IN. WELLPOINT PUMP	7568	Category: 11 VACUUM PUMPS		
10-0011	10 IN. WELLPOINT PUMP	7130	10-0100	M5 VAC PUMP	
10-0013	WELLPOINT PUMP 6 IN.	NONE	10-0164	M-3 VACUUM PUMP	
10-0016	WELLPOINT PUMP 10 IN.	8460	11-0005	M-2 VACCUM PUMP	00050
10-0019	WELLPOINT PUMP 10 IN.	7505	11-0053	M-2 VACUUM PUMP	0053
10-0020	WELLPOINT PUMP 10 IN.	8334	11-0100	M10 VACUUM PUMP	100
10-0026	HYDRAULIC PUMP 6 IN.	5654	11-0101	VACUUM PUMP	101
10-0028	JET PUMP , 4 IN. DIESEL	6J66	11-0102	M10 VACUUM PUMP	VP102
10-0030	DOUBLE DIAPHRAGM	4DDL335	11-0131	M5 VACUUM PUMP FOR 10-76	010131
10-0031	WELLPOINT PUMP 10 IN.	JD946068	11-1016	M3 VACUUM PUMP	101689
10-0033	WELLPOINT PUMP 6 IN.	6951033	11-1036	10 INCH VACUUM PUMP	1036
10-0035	WELLPOINT PUMP 8 IN.	US97362X	11-1037	C10 VACUUM PUMP	1037
10-0036	HYDRAULIC PUMP 4 IN.	H-25-D-349	11-1190	M2 VACUUM PUMP	1190
10-0038	WELLPOINT PUMP 8 IN.	U640528Y	11-1240	M3 VACUUM PUMP	1240
10-0040	JET PUMP 4 IN.	None	11-1357	M10 VACUUM PUMP	1357
10-0041	WELLPOINT PUMP 8 IN.	H-40WPLR-D-139	11-1381	M10 VACUUM PUMP	1381
10-0043	TEST PUMP		11-1386	VACUUM PUMP	1386
10-0045	JET PUMP 4 IN.	C.M.E.8291	11-1387	M10 VACUUM PUMP	1387
10-0046	WELLPOINT PUMP 8 IN.	9037	11-1390	M2 VACUUM PUMP	1390
10-0048	6 IN. TRASH PUMP	9065	11-1711	M3 VACUUM PUMP	1711
10-0049	WELLPOINT PUMP 8 IN.	9064	11-1923	M-3 VACUUM PUMP	1923
10-0050	HYDRAULIC PUMP 4 IN.	2657	11-1924	M3 VACUUM PUMP	1924
10-0051	JETPUMP ON WHEELS 4 IN.	4219	11-1941	M3 VACUUM PUMP	1941
10-0052	8 IN. WELLPOINT PUMP	9159	11-2341	M3 VACUUM PUMP	2341
10-0054	8 IN. WELLPOINT PUMP	9181	11-3044	M3 VACUUM PUMP	3044
10-0055	12 IN. HYDRAULIC PUMP	D12SG068T1210	11-3049	VACUUM PUMP	3049
10-0056	8 IN. HYDRAULIC PUMP	325	11-3605	M-10 VACUUM PUM	3605
10-0058	10 IN. WELLPOINT PUMP	9293	11-3737	M2 VACUUM PUMP	3737
10-0059	10 IN. WELLPOINT PUMP		11-3750	M-2 VACUUM PUMP	3750
10-0060	4 IN. HYDRAULIC PUMP	U797253C	11-4268	M3 VACUUM PUMP	4268
10-0061	4 IN. HYDRAULIC PUMP	708	11-4297	VACUUM PUMP	4297
10-0062	8 IN. WELLPOINT PUMP	9220	11-4371	M-3 VACUUM PUMP	4371
10-0063	8 IN. WELLPOINT PUMP	9239	11-4636	VACUUM PUMP	4636
10-0064	4 IN. HYDRAULIC PUMP		11-4840	M-3 VACUUM PUMP	4840
10-0065	WELLPOINT PUMP 6 IN.	6PW-019	11-4841	M3 VACUUM PUMP	4841
10-0066	10 IN. HYDRAULIC PUMP		11-4923	M3 VACUUM PUMP	
10-0067	4 IN. HYDRAULIC PUMP	LD44369U146539	11-5445	M5 VACUUM PUMP	544515
10-0068	4" HYDRAULIC PUMP ON WHEELS	F.P. 8-20	11-6917	C 10" VACUUM PUMP	6917
10-0069	4" HYDRAULIC PUMP ON WHEELS	F.P. 8-19	11-9305	M-3 VACUUM PUMP	9305
10-0070	3" HYDRAULIC PUMP	10HPU-58	11-9487	10" VACUUM PUMP	9487
10-0071	2.5" x 4" JET PUMP ON WHEELS	9500	11-9494	M5 VACUUM PUMP	9494
10-0073	10 inch Roto Flo Wellpoint Pump	26109642 1.1	11-9602	M3 VACUUM PUMP	9603
10-0074	6" Trash Pump	12001	11-9607	M3 VACUUM PUMP	9607
10-0075	8 inch Roto Flo Wellpoint Pump	9010	11-9615	M10 VACUUM PUMP	9615
10-0077	6 INCH HYDRAULIC PUMP POWER UNIT	1318-C	11-9616	C-10 VACUUM PUMP	9616
10-0078	8" HYDRAULIC PUMP	142-C	11-9617	C-10 VACUUM PUMP	9617
10-0079	8" Wellpoint Pump	14237	11-9716	#10 VACUUM PUMP	9716
10-0080	8" Wellpoint Pump	14238	Category: 20 BACKHOES		
10-0081	8" Wellpoint Pump	14239	20-0039	1997 DEWATERING TRENCHER	D97022
10-0082	8" Wellpoint Pump Quiet Pack	14235	20-0040	LIEBHERR BACKHOE	417-4205
10-0083	10" Wellpoint Pump	14269	20-0044	LIEBHERR BACKHOE	651-8110

ID	DESC	VIN#
20-0050	LIEBHERR BACKHOE	924-13441
20-0056	KOMATSU BACKHOE	30099
20-0059	Caterpillar Crawler Excavator	CAT0328DCGTN
20-0060	Caterpillar Crawler Excavator	CAT0336DEW3K
20-0063	2012 JOHN DEERE RUBBER TIRE	1FF220DWHBD4
20-0068	Komatsu PC390LC-10 Excavator	A30203
20-0069	Komatsu PC240LC-11 EXCAVATOR	95106
20-0070	Komatsu PC390LC-11 Excavator	30425
20-0071	Komatsu PC390LC-11 Excavator	A74180
20-0072	Komatsu PC138USLC-11	50542
20-0073	KOMATSU PC290LC-11 EXCAVATOR	A27538
20-0074	Komatsu PC138USLC-11 Excavator	50845
20-0075	Liebherr A900C	66375
20-0077	Cat 323 Excavator	RAZ00754
20-0078	Cat 325FLCR Excavator	NDJ20187
20-0079	Komatsu PC-238 Excavator	05489
20-0080	Komatsu PC-138 Excavator	52349
20-0081	Cat 307E2 Mini-Excavator	307-KC901075
20-0082	John-Deere 350G Excavator	1FF350GXLHF81
20-999	Rental Backhoe	
WR-BH01	Volvo Backhoe (Wakefield Road Boring)	

Category: 25 COMBINATIONS

25-0051	CAT COMBO BACKHOE	BLN11885
25-0052	CAT COMBO BACKHOE	BML05166
25-0067	2013 CAT COMBINATION BACKHOES 420 F	CAT0420FHJWJ0

Category: 30 LOADERS

30-0032	LIEBER LOADER	443-11966
30-0033	VOLVO LOADER L70E	L70EV60803
30-0038	2009 KOMATSU LOADER	65858
30-0039	2009 KOMATSU LOADER	65939
30-0040	950H CATERPILLAR LOADER	CAT0950HVK5K0
30-0042	WA320-6 KOMATSU LOADER	A35279
30-0043	WA-380-7 KOMATSU LOADER	A64171
30-0044	WA200PZ-6 KOMATSU RUBBER TIRE LOADER	KMTWA105C010
30-0045	WA-320-7 KOMATSU LOADER	80194
30-0046	938K CATERPILLAR LOADER	SWL01382
30-0047	WA200-7 KOMATSU LOADER	80392
30-0048	WA380-8 KOMATSU LOADER	A74013
30-0049	Komatsu WA-380-8 Wheel Loader	A74180
30-0050	Cat 906M Wheel Loader	CAT906MCH6600
30-0051	Komatsu WA320-8	85209
30-0052	Komatsu WA270-8 Wheel Loader	A28201
30-0053	Cat 930M Wheel Loader	KTG03806
30-0054	Cat 930M Wheel Loader	KTG04062
30-0055	John-Deere 524L Wheel Loader	1DW524LKLZLKF
30-0056	John-Deere 544L	1DW544LZCKF6
30-999	Rental Loader	

Category: 35 SPECIALIZED EQUIPMENT

35-0001	CRAWLER DOZER	T065HX898018
35-0027	2001 LOADER/BOBCAT	514147010
35-0041	T300 BOBCAT	525415212
35-0061	KUBOTA BACKHOE	30767
35-0064	2012 KUBOTA EXCAVATOR W/RUBTKS/4P	41826
35-0066	2013 KUBOTA EXCAVATOR	74888
35-0067	Cat 305E2 Excavator	H5M07145
35-0068	John-Deere 325G Compact Track Loader	1T0325GMJKJ34
35-999	Rental Mini	

ID	DESC	VIN#
	Johnson-Davis, Inc.	
	604 Hillbrath Dr.	
	Lantana, FL 33462	
	Phone: (561) 588-1170	
	Fax: (561) 585-3252	



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JOHNSON, SCOTT JAMES

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CUCC043087

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CRYER, WILLIAM CLARK CLIFFORD

JOHNSON - DAVIS INCORPORATED
604 HILBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CUC1225299

EXPIRATION DATE: AUGUST 31, 2024

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

****LOCATED AT****

604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0137 CW UNDERGROUND UTILITY &	JOHNSON SCOTT J	CUC043087	B22.602590 - 07/11/22	\$185.85	B40130693

This document is valid only when receipted by the Tax Collector's Office.

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 199306318
EXPIRES: SEPTEMBER 30, 2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

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P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0097 UNDERGROUND UTILITY & EXCAVATION	JOHNSON SCOTT J	CUC043087	B22.602591 - 07/11/22	\$99.00	B40130692

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JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 199306319
EXPIRES: SEPTEMBER 30, 2023

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Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

****LOCATED AT****

604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0097 UNDERGROUND UTILITY & EXCAVATION	CRYER WILLIAM CLARK CLIFFORD	CUC1225299	B22.602594 - 07/11/22	\$27.50	B40170245

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JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

**STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2020125387
EXPIRES: SEPTEMBER 30, 2023**

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0137 CW UNDERGROUND UTILITY &	CRYER WILLIAM CLARK CLIFFORD	CUC1225299	B22.602595 - 07/11/22	\$185.85	B40170244

This document is valid only when receipted by the Tax Collector's Office.

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

**STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2020125388
EXPIRES: SEPTEMBER 30, 2023**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Johnson-Davis, Inc.

Harassment, Discrimination and Retaliation Policy

Johnson-Davis, Inc. is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Johnson-Davis, Inc. expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

Equal Employment Opportunity

It is the policy of Johnson-Davis, Inc. to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law. Johnson-Davis, Inc. prohibits any such discrimination or harassment.

Retaliation Is Also Prohibited

Johnson-Davis, Inc. encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Johnson-Davis, Inc. to investigate such reports. Johnson-Davis, Inc. prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

Definitions of Harassment

- 1) Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:
 - submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

2) Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his /her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law or that of his/her relatives, friends or associates, and that:

- has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- has the purpose or effect of unreasonably interfering with an individual's work performance; or
- otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Johnson-Davis, Inc. (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Reporting an Incident of Harassment, Discrimination or Retaliation

Johnson-Davis, Inc. encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor or the Director of Human Resources. See the Complaint Procedure described below.

In addition, Johnson-Davis, Inc. encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Company recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures.

Complaint Procedure

Informal Procedure

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify his/her immediate supervisor or the Director of Human Resources who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the Company's designated representatives, and such discussion is encouraged.

An individual reporting harassment, discrimination or retaliation should be aware; however, that Johnson-Davis, Inc. may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

Formal Procedure

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with the Director of Human Resources

Johnson-Davis, Inc. encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a pay increase, reassignment, temporary suspension without pay or termination, as Johnson-Davis, Inc. believes appropriate under the circumstances.

If a party to a complaint does not agree with its resolution, that party may appeal to the President of the Company.

False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Conclusion

Johnson-Davis, Inc. has developed this policy to ensure that all its employees can work in an environment free from harassment, discrimination and retaliation. The Company will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any employee who has any questions or concerns about these policies should talk with the Director of Human Resources.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of Johnson-Davis, Inc. prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

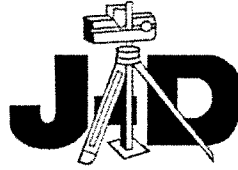
Employee Acknowledgement:

Employee Signature:

Date:

Witness:

Date:



Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
Phone: (561) 588-1170
Fax: (561) 585-3252

JOHNSON-DAVIS INC.

"Construct with Confidence"

EXECUTIVE SUMMARY

Johnson-Davis Inc. is a full-service underground utility contractor specializing in projects such as water, sewer, and storm drainage systems, as well as highway and road construction usually associated with the utility construction. Our work expertise also includes installation of steel sheeting and dewatering systems.

There is no other company in the south and central Florida region that can boast our experience and proficiency in this area. We are able to maintain long-term relationships with prime contractors, governmental agencies, consulting engineers, customers, and suppliers because we are dependable and strive to deliver superior customer service. Johnson-Davis believes that maintaining our credibility and integrity within the industry is our main concern.

Johnson-Davis was founded in 1977 when Herb Johnson envisioned the need in Florida for a reputable specialty contractor. Herb and his sons, Scott and Chris, worked only in Palm Beach County, were based in Herb's garage, and had only three leased pieces of heavy equipment to their name. Based in Palm Beach County for more than 40 years, Johnson-Davis has worked continuously and successfully with County Governments and Utility Authorities. More than 40 years later, the Johnson-Davis name is now synonymous with quality work as well as tremendous experience, resources, and knowledge.

The company has since transitioned to Scott and Chris Johnson. The corporate headquarters is in Lantana and covers more than four acres of land, and we have a small office in Fort Pierce. Our project teams are located in these two offices. Johnson-Davis has more than 15 crews and owns the equipment that supports these crews. Johnson-Davis is privately-held, owned by Scott Johnson, Chris Johnson, and Jeanne (Johnson) Cummings.

Scott Johnson, President, and Bob Hopler, Vice President, both earned their Bachelor of Science degrees in Civil Engineering from Bucknell University in 1976. As engineers, they enjoy projects that are technically challenging. They are both involved in projects at the executive level.

Our Construction Manager, Robert Ueltschi, has 40 years of construction experience. He earned his Bachelor of Science in Civil Engineering Technology from Western Kentucky University. His extensive experience and knowledge support the Superintendents and Project Managers, and ensures crews are optimally scheduled and properly performing their duties, all while ensuring the highest levels of quality, safety, and customer satisfaction.



Heavy Construction • CUC043087 • *Underground Utilities*

Main Office: 604 Hillbrath Drive - Lantana, FL 33462 • Phone: 561-588-1170 • FAX 561-585-5252
Ft. Pierce Office: 863 S. Kings Hwy - Ft. Pierce, FL 34945 • Phone: 772-468-9200 • FAX 772-468-9202





Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
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JOHNSON-DAVIS INC.

"Construct with Confidence"

Our Superintendents oversee multiple crews and have been involved in utility construction for a combined total of 152 years. Having worked with the local utility authorities for many years, they are aware of the daily challenges faced by the crews. Senior Superintendent Leonard Dennis and Superintendents Robert Earnest, Richard Heller III, Thomas Linsley, Edric Martin, and J.R. Martin ensure their crews have the resources necessary to maintain their schedules. They are also tasked with ensuring the quality of the work meets or exceeds expectations.

Our Project Managers hold an impressive 133 years of experience amongst them. They act as the main interface between the customer and Johnson-Davis. Chuck Cameron, Matt Crist, Rich Heller Jr, Doug Ipolito, and Edwin Jacobs have the primary responsibility to ensure projects are completed on time and within the budget.

Andy Thomson, Safety Director, has 34 years of safety and operations and previously served as a Health and Safety Director and Operations Manager. He holds many certifications including OSHA 500 authorized and 10 & 30 hours construction safety trainer under OSHA. His knowledge and experience help Johnson-Davis Inc. maintain a safety culture that makes safety the responsibility of every employee.

Ilene Passler, Human Resources Director, has worked in construction for 21 years, and the majority of her experience is with federal and municipal contractors. She holds her Master of Business Administration from Wake Forest University and SHRM-Senior Certified Professional and Senior Professional in Human Resources certifications.

Our Estimating Team's focus on customer service and detail helps limit the need for change orders by addressing potential issues during the bidding process. Secretary/Treasurer Chris Johnson, Jim Amsler, Clark Cryer, and Walter Pfaffenberger have over 81 years of experience, and Scott Johnson is also actively involved in the Estimating process.

We enjoy an excellent relationship with our bonding company, Liberty Mutual Insurance Co., with a single project capacity of \$35,000,000 and an aggregate capacity in excess of \$80,000,000. Our financial strength, technical expertise, and history of success in working with the FDOT have earned us a capacity rating in excess of \$80,000,000 for underground utility work. We have also been listed in Engineer New Record's Top 600 Specialty Contractors nationwide for many years.

It is clear that Johnson-Davis has both the experience and the key personnel necessary to successfully perform underground utility projects of all sizes and difficulty.



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Memo

Re: Notice of Random Drug Screening

In compliance with the Johnson-Davis, Inc. Drug-Free Workplace Policy, each employee, as a condition of continued employment, is subject to medical or physical examination or tests, including urine drug screen. An employee, who refuses to submit to drug testing, as provided for in this Policy, will be asked to leave the office or project site immediately and the employee will be discharged.

Please complete and sign the attached acknowledgement and authorization form and return to your foreman and/or superintendent. You must proceed to a LabCorp testing center in your local area upon receipt of this notice. (See superintendent for LabCorp locations).

A copy of the Johnson-Davis, Inc. Drug-Free Workplace Policy is also attached for your information and reference. Please keep a copy of this policy along with your employee handbook.

Thank you for your cooperation.

WHAT TO DO ABOUT HARASSING CONDUCT . . .

An employee who believes he or another Company employee has been subjected to harassing conduct should immediately contact the Human Resources Director. A prompt investigation will be conducted of each and every complaint and appropriate action will be taken. Employees are required to participate in all J-D investigations.

Complaints will be handled confidentially, to the extent possible. The Human Resources Director has the responsibility for investigating and resolving complaints of harassment. In the event of a complaint involving the Human Resources Director, J-D's President should be notified and he will fulfill the investigatory role in this process.

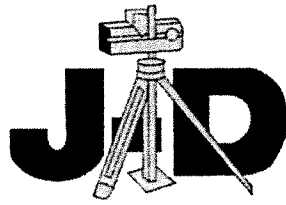
No Retaliation or Reprisals

Employees have a duty to report any harassment they either experience or observe, regardless of whether the alleged harassment is being perpetrated by a J-D employee or any other third party. Under no circumstances will a person be retaliated against because of a bona fide report of harassing conduct.

Drug-Free Workplace

J-D is committed to protecting the safety, health, and well-being of its employees and all individuals who come into contact with its workplace and property, and/or use its products and services. As part of this mission, J-D is committed to maintaining a Drug-Free Workplace.

Substance abuse, which includes the possession, use or sale of illegal drugs or the unlawful use or misuse of lawful substances, including alcohol and prescription drugs, will not be tolerated. J-D also prohibits the illicit use, possession, sale, attempted sale, purchase, attempted purchase, conveyance, distribution, cultivation or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner. It is a condition of employment at J-D to refrain from using illegal drugs and unlawfully using lawful substances, including alcohol and prescription medicines, and to abide by the guidelines of the Company's Drug-Free Workplace Policy.



JOHNSON-DAVIS INC. Est. 1977

CORE VALUES

"Construct with Confidence"

SAFETY

01

We value the safety of our employees and our community above all else. Safety is everyone's responsibility.

FAMILY VALUES

02

Family values are the foundation upon which our company was built. We care about the wellbeing of our employees and their families, as they are part of our family. We look out for each other.

RESOURCES

03

The backbone of our company is our experienced, creative, and long-term workforce. Our financial stability, infrastructure, and other resources allow us to take on and successfully complete challenges.

ACCURACY

04

We perform quality work the first time and review it for completeness and accuracy. We do not take short cuts.

INTEGRITY & ACCOUNTABILITY

05

We stand behind our word and honor our commitments. When mistakes occur, we acknowledge our mistakes and constructively participate in the resolution.

RELATIONSHIPS

06

We have established relationships with customers, engineers, government entities, vendors, coworkers, our industry, and the general public. We foster these relationships for mutual success.

DEPENDABILITY

07

We do what we say we are going to do for our customers and our coworkers.

PUNCTUALITY

08

We honor our commitments timely. These commitments include project completion, billing, being prompt for our work shifts and meetings, and vendor payments.

RESPECT

09

We have respect for our work, for the work and ideas of others, and for all those with whom we interact. We support each other in a positive way.

COMMUNICATION

10

We expect and deliver truthful messages timely, accurately, and respectfully. We attentively listen to and recognize the ideas and feelings of others.

TEAMWORK

11

We are all part of the process. We all share in our successes and challenges. We recognize the needs of and provide support to one another.

COMMUNITY

12

We are committed to improving the communities in which we work and live through our construction projects and personal involvement.

APPEARANCE COUNTS

13

We take pride in the appearance of ourselves and our work environment. We keep our work and work environment neat and organized.

MENTORING

14

We lead and train fellow employees, allowing them to reach their highest potential.

**SECTION VII
CITY OF OKEECHOBEE
SE 4TH STREET DRAINAGE IMPROVEMENTS
FDEP GRANT AGREEMENT LPQ0007
PW 04-10-05-23
AGREEMENT FOR SERVICES**

This **AGREEMENT** is dated as of the 18th day of July in the year 2023, between the City of Okeechobee (CITY) and Johnson-Davis Incorporated (CONTRACTOR). CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. SCOPE OF WORK

The following Exhibits are attached and are a part of this Agreement.

- Exhibit A – Governing Specifications
- Exhibit B – Bid Unit Price Schedule
- Exhibit C – Project Plans
- Exhibit D – FDEP Grant Agreement LPQ0007

The work is described as follows: The Contractor shall furnish all labor and materials necessary to perform the hydrodynamic separator installation, as shown on the plans in Okeechobee, Florida. The project shall include all piping, fittings, accessories and appurtenances, site restoration for all work, temporary provisions to maintain functionality of the drainage system, all testing, removal of the existing piping as specified, compliance with permit conditions, bypass pumping for stormwater mains, maintenance of traffic in accordance with City standards, and any other items as described in these documents to provide a complete and functional system.

The selected Contractors will be responsible for the entire scope of work, hiring licensed Subcontractors, and paying for all plans and permits from the City of Okeechobee and/or other agencies.

ARTICLE 2. PUBLIC WORKS DIRECTOR

- 2.1. PUBLIC WORKS DIRECTOR as named in the Contract Documents shall mean:

City of Okeechobee
Public Works Director
55 S.E. 3rd Avenue
Okeechobee, FL 34974

ARTICLE 3. CONTRACT TIME

- 3.1 This contract will be in force for a period of one (1) year.
- 3.2 To start work within 60 calendar days from the Notice to Proceed and there after completing the work within 60 calendar days of commencement of work.

City of Okeechobee
Public Works Department

Project No. PW 04-10-05-23

ARTICLE 4. CONTRACT PRICE

- 4.1 CITY shall pay CONTRACTOR for performance of the work in accordance with the unit prices listed in **Exhibit B**
- 4.2 CITY shall pay the CONTRACTOR, or receive as credit, for changes or adjustments in the work made in accordance with the General Conditions, based on the unit prices indicated on the Bid form.

ARTICLE 5. MEASUREMENT AND PAYMENT

- 5.1 The City will not pay for any item that is not specifically set forth in the Bid Schedule.
- 5.2 The total Unit Bid Price for each project shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishings all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the Unit Bid prices. All related and necessary work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of CONTRACTOR and all costs in connection therewith shall be included.
- 5.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishings all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.
- 5.4 Contractor shall submit Applications for Payment monthly after work has been completed. A monthly invoice shall be submitted on or before the 9th day of each month for payment. The invoice will be processed through our regular cycle with payment usually made by the end of the following month. Example: Work performed from September 1st through September 30th. The invoice is to be received by the City no later than October 9th, and payment should be made by October 30th. The City shall not be liable to pay interest on any unpaid balance. Vendor is solely responsible for all taxes, withholding, or social security obligations.
- 5.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Bid Documents. The CONTRACTOR shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Public Works Director shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- 5.6 The quantities for payment, other than Final Payment, under this Contract shall be determined for actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained herein. A representative of the CONTRACTOR shall witness all field measurements.
- 5.7 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices for approvals of progress payments for the Work done. Actual quantities which will be ordered by CITY may vary from those on the Bid Form(s). The CONTRACTOR'S attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

- 5.8 All quantities, for the submittal of payments, shall be measured and tabulated by both the Public Works Director, or representative, and CONTRACTOR. Requests for payment and supporting data shall be prepared by the CONTRACTOR and given to the Public Works Director sufficiently in advance of payment date to permit thorough checking of all quantities.
- 5.9 The [CONTRACTOR] shall furnish the Public Works Director whatever assistance is required, laborers, clerks and records that will enable the Public Works Director to expeditiously check all estimates and especially the final quantities of the project.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents. Work locality, weather, and with all local conditions and federal, state, and local laws ordinances, rules, policies, and regulations that in any manner affect cost, progress, or performance of the work.
- 6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions of the site or otherwise affecting cost, progress, or performance of the work which were relied upon by the Public Works Director in the preparation of the Drawings and Specifications.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations, and tests, and studies of such reports and related data, in addition to those referred to in Paragraph 6.2 above as he deems necessary for the performance of the work at the contract price, within the contract time, and in accordance with the other terms and conditions of the contract documents, and no additional examinations, investigations, tests, reports or similar data are/or will be required by the CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated results of such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the contract documents.
- 6.5 CONTRACTOR has given Public Works Director written notice of all conflicts, errors, or discrepancies that he has discovered in the contract documents, and the written resolution thereof by Public Works Director is acceptable to the contract.

ARTICLE 7. EARLY TERMINATION

- 7.1 Should CONTRACTOR violate any provision of this contract, or if the level of service and performance being provided by CONTRACTOR does not meet the expectations of the CITY after providing attempts at curing such defects, the CITY may cancel this contract upon thirty (30) days written notice to CONTRACTOR without further liability therefore.

ARTICLE 8. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between the CITY and the CONTRACTOR are made a part hereof and consist of the following:

- This Agreement
- Certificates of Insurance
- Payment Bond and Performance Bond
- Notice of Award
- Notices to Proceed
- General Conditions
- Governing Specifications attached as **Exhibit Addenda** numbers 1 to 2 , inclusive.
- CONTRACTOR'S Bid Forms (including documentation accompanying the Bid and documentation prior to Notice of Award).
- Documentation submitted by CONTRACTOR prior to Notice of Award.
- Any modification, including Change Orders and Field Orders, duly delivered after execution of Agreement.
- Call for Bids, Instructions to Bidders, Bid Forms, Payment and Performance Bonds, and Application for Payment.

There are no contract documents other than those listed above in this Article 8. The contract documents may only be altered, amended, or replaced by a modification (as defined in Section 1 of the general conditions).

ARTICLE 9. GENERAL PROVISIONS

9.1 Compliance with Laws

The Contractor, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws, regulations, and requirements relating to the performance of this Contract.

9.2 Applicable Laws and Venue

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Nineteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

9.3 Indemnification.

Contractor shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. Nothing herein, shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity.

9.4 Waiver of Jury Trial

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Contract and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in contract, tort or otherwise.

9.5 No Discrimination

Contractor and its agents will not discriminate against any person on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Contract.

9.6 No Lobbying

Pursuant to Chapter 216.347, F.S., the Contractor is prohibited from the expenditure of any funds under this Contract to lobby the Legislature, the judicial branch or another state agency.

9.7 E-Verify

CONTRACTOR has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify. CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9.8 Contractor's Duties Regarding Public Records

A. Compliance with Florida Laws

Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, Florida Statutes. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption. Contractor's failure to comply with this section is a breach of this Contract. The records subject to Chapter 119 may include, in addition to prepared documents, such communication as e-mails, text messages, inter-office memorandums, social media, and photographs or images; a person or entity may request public records via e-mail, or by oral or written request, and a response to such a request must be prompt; it is the responsibility of the CONTRACTOR to establish an in-house policy in

reference to such records, and to identify and retain such communications in the normal course of business in the event a request is made to produce these records.

B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (863) 763-3372, EXT. 9814, EMAIL ADDRESS: LGAMIOTE@CITYOFOKEECHOBEE.COM, AND MAILING ADDRESS: 55 SE THIRD AVE, OKEECHOBEE FL, 34974.

9.9 No Third-Party Beneficiaries

This Contract is solely for the benefit of the Contractor and the City. No person or entity other than the Contractor or the CITY shall have any rights or privileges under this Contract in any capacity whatsoever, either as third-party beneficiary or otherwise.

9.10 Assignment

Contractor shall not assign, delegate, sublease or otherwise transfer any portion of its rights and obligations as set forth in this Contract without prior written consent of the City. Any attempted assignment in violation of this provision shall be void.

9.11 Waiver

No waiver of any term of this Contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

9.12 Severability

If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

9.13 Entire Contract

This Contract constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreement, representations, and undertaking. No supplement, modification, or amendment of this agreement will be binding unless it is in writing and signed by both parties.

9.14 Interpretation

Unless the context requires otherwise: The term "including" contemplates "including but not limited to."

9.15 Survival

All provisions of this Contract which by their terms bind either party after the expiration or termination of this Contract shall survive the expiration or termination of this Contract.

9.16 **Force Majeure**

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance or as a result of such circumstances, but this Contract shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this Contract specifies that performance by the Contractor is specifically required during the occurrence of any of the events herein mentioned.

9.17 **Inspector General Cooperation**

Contractor understands and agrees that it will comply with Section 20.055(5), Florida Statutes which provides, "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

9.18 **Public Entity Crime**

As required by Florida Statute 287.133(3)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a Bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit Bids on leases of real property to a Public Entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in F.S. 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any person must notify the City within thirty (30) days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

ARTICLE 10. INSPECTION AND CORRECTIVE ACTION PROCEDURES

- 10.1 The CONTRACTOR is responsible for providing the CITY's designated representative with a written report of the work performed during the week each Friday to the CITY utilizing the form provided by the CITY as Exhibit D.
- 10.2 CITY shall provide CONTRACTOR notice of any deficiency in CONTRACTOR's performance of the Services (a "Deficiency Notice") within five (5) calendar days of CONTRACTOR's completion of all or a portion of the Services during any month.
- 10.3 Upon receipt from CITY of a Deficiency Notice, CONTRACTOR shall correct said deficiency within five (5) calendar days.
- 10.4 Failure by the CONTRACTOR to submit the required written work report or to perform any corrective actions specified in the "Defiance Notice" within the time frame noted above shall result in the CITY withholding payment for the affected bid item for that month.
- 10.5 Upon discovery of any deficiency resulting in the CITY withholding payment in CONTRACTOR's performance of the Services on more than three (3) occasions during the term of this Agreement, CITY may elect not to provide CONTRACTOR a Deficiency Notice and may instead terminate this Agreement as set forth in the sub-section titled "Termination for Cause".

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this agreement. At least one counterpart each has been delivered to the CITY and CONTRACTOR. All portions of the contract documents have been signed or identified by CITY and CONTRACTOR or by Public Works Director on their behalf.

This Agreement will be effective on _____.

CITY

CONTRACTOR

By: _____
Dowling R. Watford, Jr. Mayor

By: _____

Name: _____

Attest: _____
Lane Gamiotea, CMC, CITY Clerk

Title: _____

Attest: _____

Title: _____

Corporate Seal

Addresses for giving notices:

CITY

CONTRACTOR

City of Okeechobee
55 SE 3rd Avenue
Okeechobee, FL 34974

Florida State Contractors License No

Approved as to form and legality for the use and reliance of the City of Okeechobee only.

John J. Fumero, Attorney

ADDENDUM NO. 1

CITY OF OKEECHOBEE SE 4TH STREET DRAINAGE IMPROVEMENTS

Project No. PW 04-10-05-23

Issue Date, June 5, 2023

The answers to the questions posed at the May 31, 2023 Pre-bid meeting for the above project are as follows:

Questions received in Meeting (Including field):

1. Is there an Engineering Estimate (Cost)?:
a. **City Response: The grant funding available is \$300K**
2. Was a geotechnical report done on the site?
a. **KH Response: No.**
3. What is the structure lead time?
a. **KH Response: 10 weeks.**
4. The deadline is dependent on the Leadtime of the manufacturer.
a. **KH/City Response: The current lead time is 10 weeks. The current schedule is beginning construction within 60 days of NTP and completing construction within 60 days of start date. That allows 6 weeks for construction, so the deadline of 12/31/2023 should be achievable.**
5. How to connect to existing structure? *Pending response.*
6. Will you require collars? ***Pending Response.***
7. If no collars and go up to next pipe length, is it acceptable to have the bell of the pipe in an opposing direction? ***Pending Response.***
8. There is plus/minus noted on the invert locations.
a. **KH Response: We took the closest upstream and downstream inverts to and calculated approximate inverts. The plus and minus is added wherever we perform calculations like this.**
9. Will the City reimburse permit fees?
a. **City Response: No ROW permit is required.**
10. Will the City/Engineer require Densities to be checked?
a. **KH Response: This is typically a part of the contract with the contractor. Specs will be reviewed to confirm.**
11. What are the inspection requirements? Acceptance requirements?
a. **KH/City Response: KH will be onsite during the bulk of the construction and for all construction milestones.**

Questions received via Email:

1. If by-passing is necessary would it be possible to by-pass from the existing nutrient box to CB #2 instead of having to cross the street from CB #1? ***Pending Response.***

ADDENDUM NO. 2

CITY OF OKEECHOBEE SE 4TH STREET DRAINAGE IMPROVEMENTS

Project No. PW 04-10-05-23

Issue Date, June 9, 2023

Revised Bid Opening Date and Time

1. The bid opening date and time have been changed to **Thursday June 22, 2023, 3:00 PM.**
The bid opening location remains the same. See attached revised invitation to bid.

Alternate Structure Approved

1. The approved Hydrodynamic Separator has been changed to Ecosense Denitra Vault.

Requests for Information

1. Please use the responses below to replace responses in Addendum 1. Response to RFIs:

Requests-for-Information:

1. Is there an Engineering Estimate (Cost)?
 - a. There is \$300K available in grant funding for design and construction.
 2. Was a geotechnical report done on the site?
 - a. No.
 3. What is the structure lead time?
 - a. The manufacturer's anticipated lead time is 6 weeks.
 4. How to connect to existing structure? Will you require collars? If no collars and go up to next pipe length, is it acceptable to have the bell of the pipe in an opposing direction? **Installation of drainage structure and connection to existing pipe shall be in accordance with specification 02607 Inlets, Manholes, and Drainage Pipe.**
 5. Will the City reimburse permit fees?
 - a. No ROW permit is required.
 6. Will the City/Engineer require Densities to be checked?
 - a. See specification 01410 Testing Laboratory Services.
 7. What are the inspection requirements? Acceptance requirements?
 - a. Construction observation will be performed by the engineer and/or City. Construction elements requiring observation will be reviewed at the preconstruction meeting.
 8. If by-passing is necessary, would it be possible to by-pass from the existing nutrient box to CB #2 instead of having to cross the street from CB #1?
 - a. Yes, provided existing structure is not damaged during pumping operation.
2. Revised Technical Specifications. Please include the following summary of changes:
 - a. 01020 – Maintenance & Protection – Strikethrough of reference to Appendix

- b. 01060 Regulatory Requirements and Notifications – Strikethrough of reference to Appendix
- c. 02200 – Earthwork Excavation and Backfill – Strikethrough of reference to Appendix
- d. Appendix A – Replaced
- e. Appendix B – Removed from specifications.

3. Revised Plans:

- a. G-1 Cover sheet – Note of Bid Addendum Change
- b. C-1 Drainage Plan – Bid Addendum Change – Revision of notes (clouded)