

CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting

Tuesday, April 25, 2023, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Keith W. Babb, Jr., Mayor
Clara Murvin, Vice Mayor
Derrick Boldin, Commissioner
Juan Gonzalez, Commissioner
Sara Perez, Commissioner

CITY STAFF:

Rodney D. Lucas, City Manager
Jongelene Adams, Deputy City Manager
Tijauna Warner, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Joseph R. Martin, Interim Director of Finance

[TENTATIVE: SUBJECT TO REVISION]

AGENDA

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS**
- E. PUBLIC COMMENTS / PUBLIC SERVICE ANNOUNCEMENTS / PRESENTATIONS / PROCLAMATIONS**

(This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium or unmute your device, and prior to addressing the Commission, state your name and address for the record)

- 1. SR 15/US 441 Safety Improvements Project - Kevin Miccoci, Senior Project Engineer
- 2. Declaring May 2023 as Mental Health Awareness and Trauma-Informed Care Month Proclamation

- F. CONSENT AGENDA**

- 1. April 11, 2023 Regular City Commission Meeting Minutes

- G. OLD BUSINESS** *(discussion of existing activities or previously held events, if any)*

- 1. Discussion on proposed mandate for Department Heads to have City of Pahokee residency

- H. PUBLIC HEARINGS AND/OR ORDINANCES**

- A. ORDINANCE 2023 - 05 *(first reading)* AN ORDINANCE OF THE CITY OF PAHOKEE AMENDING ARTICLE V, DIVISION IV, ENTITLED “BOARDS AND COMMISSIONS” TO ESTABLISH NEW SECTION 2-167 ENTITLED “SPECIAL EVENTS ADVISORY BOARD”, PROVIDING FOR MEETINGS, DUTIES, TERM AND VACANCIES, PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

- I. RESOLUTION(S)**

- A. RESOLUTION 2023 - 17 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, ACCEPTING CHANGE ORDER #1 RELATED TO AN AGREEMENT BETWEEN MDO ENGINEERING, INC. AND THE CITY OF PAHOKEE FOR CONSTRUCTION AND ENGINEERING SERVICES FOR EAST LAKE VILLAGE STORM WATER IMPROVEMENT PROJECT FINANCED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.
- B. RESOLUTION 2023 - 18 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, APPROVING CHANGE ORDER NO. 20 TO RESOLUTION #2021-02 PERTAINING TO THE CONTRACT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT G-1753, FM# 442030-01-54-1, FOR THE BARFIELD HIGHWAY RECONSTRUCTION PROJECT, AS SET FORTH IN THE CHANGE ORDER ATTACHED AS EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.

-
- C. RESOLUTION 2023 - 19 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, APPROVING CHANGE ORDER NO. 21 TO RESOLUTION #2021-02 PERTAINING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT G-1753, FM# 442030-01-54-1, BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.
 - D. RESOLUTION 2023 - 20 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA APPROVING CHANGE ORDER NO. 22, ATTACHED HERETO AS EXHIBIT “A”, RELATING TO CITY OF PAHOKEE RESOLUTION #2016-20 FOR COORDINATION OF ROAD AND UTILITY CONSTRUCTION FOR THE BARFIELD HIGHWAY RECONSTRUCTION PROJECT; PROVIDING FOR AN EFFECTIVE DATE.
 - J. NEW BUSINESS** (*presentation by city manager of activity or upcoming event, if any*)
 - K. REPORT OF THE MAYOR**
 - L. REPORT OF THE CITY MANAGER**
 - M. REPORT OF THE CITY ATTORNEY**
 - N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY**
 - O. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER** (*community events, feel good announcements, if any*)
 - P. ADJOURN**
-

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda or non-agenda item must complete the “Request for Appearance and Comment” form and present completed form to the City Clerk prior to commencement of the meeting.

Should any person seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Reference: Florida Statutes 286.0105)

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting City Clerk Tijauna Warner at Pahokee City Hall, 207 Begonia Dr. Pahokee, FL 33476 Phone: (561) 924-5534. If hearing impaired, telephone the Florida Relay Service Number, 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statutes 286.26).

Proclamation

Declaring May 2023, Mental Health Awareness and Trauma-Informed Care Month in Palm Beach County, Florida

- WHEREAS*, mental health is essential to everyone’s overall health and well-being, and;
- WHEREAS*, everyone experiences times of stress and struggles in their lives, especially in the last year due to the pandemic, social and racial injustice and;
- WHEREAS*, one in four adults and one in five youth ages 13-18 experience serious mental illness, and;
- WHEREAS*, 60 percent of adults and 50 percent of youth do not receive the treatment necessary for their mental health needs due to limited or no knowledge of the need, barriers to care, or fear and shame, and;
- WHEREAS*, research recognizes that adverse childhood experiences (ACEs), which include, but are not limited to physical, emotional and sexual abuse, physical and emotional neglect, household dysfunction, untreated mental illness, or incarceration of a household member, domestic violence, and separation or divorce involving household members, are traumatic experiences that can have a profound effect on a child’s developing brain and body and can result in poor physical and mental health during childhood and adulthood, and;
- WHEREAS*, community understanding and available supports and services can greatly impact a person’s ability to handle their stress and struggle and move forward, and;
- WHEREAS*, promoting mental health and wellness leads to higher overall productivity, better educational outcomes, lower crime rates, stronger economies, lower health care costs, improved family life, improved quality of life and increased lifespan, and;
- WHEREAS*, studies show that the effects of ACEs are felt by people regardless of race, ethnicity, religion, gender, sexual orientation, or socio-economic status, and;
- WHEREAS*, each business, school, government agency, healthcare provider, faith-based organization, non-profit agency and citizen shares accountability for the community’s mental health needs and has a responsibility to promote mental wellness and support prevention efforts, and;
- WHEREAS*, the importance of attending to mental health has become even more pronounced in the last few years due to COVID-19, political and social unrest, and the resulting economic crisis. Isolation, sickness, grief and loss, home instability, change of routines, and community trauma have increased the need for mental health services, and;
- WHEREAS*, the City of Pahokee of Palm Beach County, recognizes the impact of awareness and education, access to services and acceptance of the importance of mental health and well-being to a person’s overall success and supports the implementation of trauma informed approaches throughout the systems of care.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, and on behalf of the City Commission do hereby proclaim May 2023 as Mental Health Awareness and Trauma Informed Care Month.

Done this 25th day of April, 2023

Keith W. Babb, Jr.
Mayor Keith W. Babb, Jr.

Juan Gonzalez
Commissioner Juan Gonzalez



Clara Murvin
Vice Mayor Clara Murvin

Derrick Baldwin
Commissioner Derrick Baldwin

Sara Perez
Commissioner Sara Perez

CITY OF PAHOKEE



MINUTES

City Commission Regular Meeting
Tuesday, April 11, 2023, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Keith W. Babb, Jr., Mayor
Clara Murvin, Vice Mayor
Derrick Boldin, Commissioner
Juan Gonzalez, Commissioner
Sara Perez, Commissioner

CITY STAFF:

Rodney D. Lucas, City Manager
Jongelene Adams, Deputy City Manager
Tijauna Warner, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Joseph R. Martin, Interim Director of Finance

[TENTATIVE: SUBJECT TO REVISION]

MINUTES

A. CALL TO ORDER

Mayor Babb called the meeting to order at 6:03pm.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Mayor Murvin led the Invocation, followed by the Pledge of Allegiance.

C. ROLL CALL

PRESENT

Mayor Keith Babb

Vice Mayor Clara Murvin

Commissioner Derrick Boldin

Commissioner Juan Gonzalez (*arrived @ 6:24pm*)

Commissioner Sara Perez

City Manager Rodney D. Lucas

City Attorney Burnadette Norris-Weeks

City Clerk Tijauna L. Warner

D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS

E. PUBLIC COMMENTS / PUBLIC SERVICE ANNOUNCEMENTS / PRESENTATIONS / PROCLAMATIONS

(This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium or unmute your device, and prior to addressing the Commission, state your name and address for the record)

Mr. Richard Brown (*resident*) suggested getting the meeting in order by escorting Robert Love, individuals, and even commissioners out after second warning.

Ms. Annie Ifill (*Healthier Glades*) presented upcoming events such as Healthy Homes Series, Youth Explosion, and Get Your Green On.

Ms. Luletha Sobers (*resident*) thanked the commission for the work that has been completed in East Lake Village and expressed concerns about affordable housing.

1. P.B.S.O. Quarterly Crime Stats - Lt. Adam Avey, Executive Officer - District 5

Lt. Adam Avey gave a brief update on crime in the Pahokee area, vehicle safety, reasons the parks were closed in Pahokee, Barfield Highway issues, and accidents in the Glades area.

Commissioner Gonzalez enters at 6:24pm.

2. Proclamation Congratulating Dwayne Dennard for Principal of the Year

Mrs. Norris-Weeks read Dwayne Dennard Proclamation into the record.

Motion made by Vice Mayor Murvin to approve Dwyane Dennard Proclamation, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

Mayor Babb presented Mr. Dwayne Dennard with the proclamation for Principal of the Year.

3. Proclamation Congratulating Natasha Blake, New Branch Manager at Pahokee PNC Bank Branch

Mrs. Norris-Weeks read Natasha Blake Proclamation into the record.

Motion made by Vice Mayor Murvin to approve Natasha Blake Proclamation, Seconded by Commissioner Perez. Mayor Babb called for questions.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

Vice Mayor Murvin presented Ms. Natasha Blake with a proclamation congratulating her as branch manager.

4. March Business of the Month - Muck Tavern

Mrs. Norris-Weeks read the Certificate for Business of the Month to Muck Tavern into the record.

Motion made by Vice Mayor Murvin to approve Muck Tavern as March Business of the Month, Seconded by Commissioner Gonzalez. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

Commissioner Boldin presented the certificate to Muck Tavern for March Business of the Month.

5. March Mayor's Golden Nail & Hammer (*Commercial*) - Miller's Investment Group

Mrs. Norris-Weeks read the Certificate for Mayors Golden Nail and Hammer Award to Miller's Investment Group into the record.

Motion made by Vice Mayor Murvin to approve the Certificate for Mayors Golden Nail and Hammer Award to Miller's Investment Group, Seconded by Commissioner Boldin. Mayor Babb called for questions. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

Commissioner Perez presented the Certificate for Mayors Golden Nail and Hammer Award to Miller's Investment Group.

6. March Mayor's Golden Nail & Hammer (*Residential*) - Lidia Caso

Mrs. Norris-Weeks read the Certificate for Mayors Golden Nail and Hammer Award to Lidia Caso into the record.

Motion made by Vice Mayor Murvin to approve the Certificate for Mayors Golden Nail and Hammer Award to Lidia Caso with the correction of the address, Seconded by Commissioner Boldin. Mayor Babb called for questions. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

Commissioner Gonzalez presented the Certificate for Mayors Golden Nail and Hammer Award to Lidia Caso.

F. CONSENT AGENDA

1. March 14, 2023 Regular Meeting Minutes

Motion made by Vice Mayor Murvin to approve Consent Agenda Items, Seconded by Commissioner Boldin. Mayor Babb called for questions. Motion passed unanimously. Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

G. OLD BUSINESS (*discussion of existing activities or previously held events, if any*)

Mayor Babb thanks staff, residents, and partners for participating in I Love Pahokee Day. He advised he attended the Mayor's Babb hosted by Palm beach County Homeless Coalition and it was a great event.

H. PUBLIC HEARINGS AND/OR ORDINANCES

I. RESOLUTION(S)

- A. RESOLUTION 2023 - 15 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS BETWEEN QUALIFIED APPLICANTS AND THE CITY OF PAHOKEE FOR THE CITY'S MINOR HOME REPAIR PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 15 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 15.

Motion made by Vice Mayor Murvin to approve Resolution 2023 - 15, Seconded by Commissioner Boldin. Mayor Babb called for questions. A discussion ensued. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

- B. RESOLUTION 2023 - 16 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 19 TO RESOLUTION #2016-20 PERTAINING TO PALM BEACH COUNTY'S INTERLOCAL AGREEMENT WITH THE CITY OF PAHOKEE AND EXHIBIT "A" OF THE COORDINATION OF ROAD AND UTILITY CONSTRUCTION FOR BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 16 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 16.

Motion made by Commissioner Boldin to approve Resolution 2023 - 16, Seconded by Vice Mayor Murvin. Mayor Babb called for questions. A discussion ensued. Motion passed 3-2.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin
Voting Nay: Commissioner Gonzalez, Commissioner Perez

J. NEW BUSINESS (*presentation by city manager of activity or upcoming event, if any*)

1. Palm Beach County League of Cities Voting Delegate Form

Motion made by Commissioner Gonzalez to approve City of Pahokee's Palm Beach County League of Cities Voting Delegate Form, Seconded by Commissioner Boldin.

Mayor Babb called for questions. A discussion ensued. Motion passed unanimously. Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

2. Discussion and Directions for consolidating ARPA from two (2) years to one (1) year
Mr. Lucas asked the City Commission to consolidate the ARPA from two (2) years to one (1) year. A discussion ensued.

K. REPORT OF THE MAYOR

Mayor Babb congratulated the City's staff and all of the community partners for hosting a successful I Love Pahokee Day. Mayor Babb suggested creating a take home vehicle policy and an ordinance requiring department heads to live within the city limits.

L. REPORT OF THE CITY MANAGER

1. Update - City Projects

Mr. Lucas required consensus to schedule a workshop with Treasurer Coast Regional Planning Council for annexation on Tuesday, May 9, 2023 from 5:00pm to 6:00pm and a Townhall Meeting on Financial Literacy on Wednesday, May 17, 2023 from 6:00pm to 7:30pm. He followed up on citizens public comments over the last two (2) meetings in reference to East Lake Village, Parker Building, 179 Cypress, and Neat Grants Applications. Mr. Lucas informed everyone that he started infrastructure assessments with Mayor Babb and Mr. Joseph as well as advised the commission on upcoming luncheons/conferences, action plans/tasks to be completed, and outstanding items in progress. Also, Mr. Lucas announced upcoming events and meetings.

Commissioner Perez inquired about the contract with WGI. A discussion ensued. Ms. Adams and Mrs. Boule-Washington gave a brief update on city projects.

M. REPORT OF THE CITY ATTORNEY

Mrs. Norris-Weeks advised she met with the City Manager, Ms. Adams, FDEP, and a staff member in terms of the marina moving in a good direction and using contractors on an emergency basis.

N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

Motion made by Mayor Babb to approve adding two (2) future agenda items 1.) a take home vehicle policy 2.) an ordinance requiring department heads to live within the City of Pahokee, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. A discussion ensued. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

O. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER (*community events, feel good announcements, if any*)

Commissioner Gonzalez thanked everyone for coming out tonight and congratulated everyone that receive an award at the meeting. He thanked PBSO for everything they do for our safety.

Commissioner Gonzalez advised he's having difficulties receiving public records request he submitted from certain individuals.

Commissioner Boldin had nothing to add.

Mayor Babb thanked the commission for working together.

Commissioner Perez inquired if there was any reason the city couldn't take the 35 acres that they own to build affordable housing. Mayor Babb advised that would be a great idea. A discussion ensued. Commissioner announced all the upcoming events in Spanish.

Vice Mayor Murvin gave her condolences to the two (2) families of the tragic accident from two (2) weeks ago and announced the upcoming Legends Breakfast on April 26th from 9:00am to 11:00am.

P. ADJOURN

Motion made by Commissioner Boldin to adjourn the meeting, Seconded by Vice Mayor Murvin. Mayor Babb called for questions. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Pere

There being no further business to discuss, Mayor Babb adjourned the meeting at 8:39pm.

Keith W. Babb, Jr., Mayor

ATTEST: Tjiauna L. Warner, CMC, City Clerk

Sec. 2-91. Qualifications.

The city manager shall be appointed by the city commission on the basis of administrative qualifications and training. The city manager shall not be required to be a resident of the city. Under no circumstances shall the city manager be related by blood or marriage to any member of the city commission. No city commissioner shall be eligible to serve in the position of city manager until the expiration of one (1) year from the date that the party last served as city commissioner.

(Ord. No. 89-4, § 1, 3-28-1989; Ord. No. 2009-10, § 2, 10-27-2009)

RESIDENCY

Residency within the City or at any specific distance from the City is not a prerequisite for initial or continued employment unless specifically required by the Charter. NO employee will be denied employment based solely on residency or distance from the City of Pahokee.

City of Pahokee Handbook pg. 5

ORDINANCE NO. 2023 - 05

AN ORDINANCE OF THE CITY OF PAHOKEE AMENDING ARTICLE V, DIVISION IV, ENTITLED "BOARDS AND COMMISSIONS" TO ESTABLISH NEW SECTION 2-167 ENTITLED "SPECIAL EVENTS ADVISORY BOARD", PROVIDING FOR MEETINGS, DUTIES, TERM AND VACANCIES, PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee ("City Commission") desires to achieve maximum citizen input for city events; and

WHEREAS, the City Commission desires to provide additional opportunities for involvement by City of Pahokee residents through an established Special Events Advisory Board.

NOW THEREFORE BE IT ORDAINED by the City Commission of the City of Pahokee that:

Section 1: Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

Section 2: Amending Article V, Division IV, Adding Section 2-167

Amending Article V, Division IV, entitled "Boards and Commissions" to establish new section 2-167 to be entitled "Special Events Advisory Board" to read as follows:

Sec. 2-167 - Special Events Advisory Board

- (a) Created; membership; terms; officers; procedures. There is hereby created and established a Special Events Advisory Board for participation by residents of the City of Pahokee. The advisory board shall consist of five (5) members who shall each serve a two (2) year term with each City Commissioner selecting one (1) member to be considered and approved by a majority of the City Commission, except for the initial two (2) year term whereby the advisory board shall consist of all members who served on the City's Centennial Committee.

The Chairperson for the advisory board shall be selected by the members of the advisory board.

- (b) Meetings; clerical help. The Special Events Advisory Board shall meet once each month at a time to be selected by a majority of its membership. The city manager shall supply necessary clerical help in order to provide for the taking of minutes and reporting conclusions and recommendations to the city commission on a monthly basis.

- (c) Duties. The Special Events Advisory Board shall advise the city commission in all matters involving events to be held within the City. In addition, the advisory board shall make recommendations on increasing City participation of all residents at City planned special events.

- (d) Filling vacancies. Unexpired terms created by resignation, death or removal, shall be filled by the city commission. Any member who fails to attend three consecutive meetings or four (4) total meetings within a calendar year shall automatically forfeit membership but may be reappointed upon good cause as determined by the City Commission.

Section 3: Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion In Code.

It is the intention of the City Commission of the City of Pahokee that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Pahokee and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6: Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND ADOPTED on first reading this 25th day of April, 2023.

PASSED AND ADOPTED on second reading this ____ day of _____, 2023.

Keith W. Babb, Jr., MAYOR

Attest: _____
Tijauna Warner, CMC, CITY CLERK

| | First Reading | Second and Final Reading |
|-----------------------|---------------|--------------------------|
| MAYOR BABB | _____ | _____ |
| VICE MAYOR MURVIN | _____ | _____ |
| COMMISSIONER BOLDIN | _____ | _____ |
| COMMISSIONER GONZALEZ | _____ | _____ |
| COMMISSIONER PEREZ | _____ | _____ |

APPROVED AS TO LEGAL SUFFICIENCY

Burnadette Norris-Weeks, CITY ATTORNEY



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Jongelene Adams

SUBJECT: Community & Economic Development Department

DATE: 19 April 2023

GENERAL SUMMARY/BACKGROUND:

East Lake Village Stormwater Improvement Project Engineering Consultant/Project Management Services Change Order #1. The change order is to extend the amount of professional engineering consultant/project management services compensation to MDO Engineering, Inc. for the additional cost of engineering oversight & inspection for consultant services as it relates to the FDEP East Lake Village Stormwater Improvement Project.

This requested Change Order for additional compensation is due to the delayed project occurrences & manpower oversight costs such as that have required additional manpower/project management from MDO Engineering as it relates to the completion of the East Lake Village Stormwater Improvement Project.

MDO Engineering original award contract amount - \$84,275.00 the increase of manpower and oversight costs will increase the contract amount to \$112,275.00 which, as per the FDEP agreement between the City of Pahokee and FDEP (contract LPA0252 – East Lake Village Stormwater Improvement Project) funding for task items: project management /engineering; observations, projection coordination, and design, etc.

MDO Engineering, Inc. is entitled to 100% of the additional \$28,000.00 to increase the total professional engineering/project management contract to \$112,275.00 for the work performed for services as it relates to East Lake Village Stormwater Improvement Project.

This funding will be reimbursable be the Florida Department of Environmental Services (FDEP) LPA0252 agreement.

BUDGET IMPACT: \$28,000.00 will be granted for this change order.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this change order #1.

ATTACHMENTS:

Change Order #1

Resolution 2023 - 17

Resolution 2020-18 MDO Engineering, Inc. Agreement

RESOLUTION 2023 - 17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, ACCEPTING CHANGE ORDER #1 RELATED TO AN AGREEMENT BETWEEN MDO ENGINEERING, INC. AND THE CITY OF PAHOKEE FOR CONSTRUCTION AND ENGINEERING SERVICES FOR EAST LAKE VILLAGE STORM WATER IMPROVEMENT PROJECT FINANCED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2020-27 adopted by the City Commission of the City of Pahokee, Florida ("CITY") on September 22, 2020, the City and the Florida Department of Environmental Protection (FDEP) entered into a grant funding Agreement for Pahokee East Lake Village ("Stormwater Improvement Project"); and

WHEREAS, pursuant to Resolution 2020-18, the City approved MDO Engineering, Inc. to perform all aspects of professional engineering services of the City's water and waste water systems, with the primary focus on the City's storm water drainage systems projects for a term of three (3) years in accordance with the terms of the agreement attached hereto as Exhibit "A" (the Agreement"); and

WHEREAS, a change order is necessary in order for MDO Engineering, Inc. to complete the East Lake Stormwater Improvement Project work at an additional amount of \$28,000.00, which will be reimbursed by the Florida Department of Environmental Protection through grant funding approved by City of Pahokee Resolution 2020-27; and

WHEREAS, payment of \$28,000.00 and acceptance and approval of Change Order #1, attached hereto as Exhibit "A", is in the best interest of the City of Pahokee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS IT FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby confirmed as being true, and the same are hereby made a specific part of this resolution.

Section 2. Authorization and Approval. The City Commission of the City of Pahokee hereby accepts Change Order #1, attached hereto as Exhibit A", related to an agreement between MDO Engineering, Inc. and the City of Pahokee for Construction and Engineering services in conjunction with State of Florida Department of Environmental Protection Services for East Lake Village Stormwater Improvement Project.

Section 3. Authorizing City Manager. The City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 25th day of April 2023.

Keith W. Babb, Jr., Mayor

ATTEST

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved By: _____

Seconded By: _____

| | | |
|-----------------------|------------|-----------|
| Vote: | | |
| Commissioner Boldin | _____(Yes) | _____(No) |
| Commissioner Gonzalez | _____(Yes) | _____(No) |
| Commission Perez | _____(Yes) | _____(No) |
| Vice Mayor Murvin | _____(Yes) | _____(No) |
| Mayor Babb | _____(Yes) | _____(No) |

EXHIBIT "A"

**PROFESSIONAL ENGINEERING
CONSULTANT/PROJECT MANAGEMENT SERVICES
FOR EAST LAKE VILLAGE STORMWATER IMPROVEMENT PROJECT
CHANGE ORDER #1**



CHANGE ORDER #1

Project: East Lake Village Stormwater Improvement Project
Date of Issuance: March 2023
Owner: City of Pahokee
Project Engineer/Consultant: MDO Engineering, Inc.
Contractor: Rio-Bak Corporation

Project No: LPA0252
Effective Date: 4/25/2023

Purpose of Change Order:

MDO Change Order #1- This change order is for Construction Engineering and Inspection Services for East Lake Village Stormwater Improvement Project. The change order is to compensate MDO Engineering, Inc. (consultant) for the engineering, project management, coordination, design services, etc. as it relates to the oversight of construction and delay of the project.

As per the FDEP agreement, Project Management is included in the grant agreement. MDO Engineering, Inc. proposal award amount (Resolution 2020-18 Professional Engineering Services) was for \$84,275.00. This C/O #1 is for an additional amount of \$28,000.00 which increases the contract amount to a total of \$112,275.00. These costs include manpower/staffing and project supervision/engineering as per the FDEP East Lake Village Stormwater project - LPA0252.

MDO Inc is entitled to 100% of the \$28,000.00 to provide engineering/project management services per FDEP agreement/task items.

Attachment:

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining the change is:
Change Price:

- Unit Price
Lump Sum
Other

Increase/Decrease) in Contract Price:
\$28,000.00

If the change involves an increase, the amount is not to be executed without further authorization

Method of determining the change is:
Change Times:

- Contractor's records
Engineer's records
Other

Increase/Decrease in Contract Times:
Substantial Completion: days
Ready for final payment: days

If the change involves an increase, the times are not to be exceeded without further authorization.



RECOMMENDED:

ENGINEER

BY: -----
(Authorized Signature)

AUTHORIZED:

City of Pahokee
OWNER

BY: -----
(Authorized Signature)

RESOLUTION 2020 - 18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING AN AGREEMENT BETWEEN MDO ENGINEERING, INC. AND THE CITY OF PAHOKEE FOR PROFESSIONAL GENERAL ENGINEERING AND CONSULTING SERVICES FOR STORM WATER DRAINAGE PROJECTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida (the "City") issued Request for Qualifications No. 2020-02 (the "RFQ") to identify a consultant to provide professional general engineering and consulting services for all aspect of the City's water and waste water systems, with primary focus on the City's storm water drainage systems projects; and

WHEREAS MDO Engineering, Inc. ("Consultant") was the sole responder to the RFQ and Consultant presented the requisite qualifications to perform the professional general engineering consulting services therein described; and

WHEREAS, Section 2-272(5) of the City of Pahokee Code of Ordinances permits contracts for professional services, such as engineering services, to be approved, authorized and executed in the manner required by law; and

WHEREAS, the City desires to engage Consultant to perform professional general engineering for all aspect of the City's water and waste water systems, with the primary focus on the City's storm water drainage systems projects for a term of three (3) years in accordance with the terms of the agreement attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the City Commission of the City of Pahokee, Florida has determined that approval of the Agreement is in the best interests of the City and its residents; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:


Section 1. Adoption of Representations. The foregoing whereas clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authorization Approving Agreement and Execution. The City Commission of the City of Pahokee hereby approves the Agreement between the City of Pahokee and MDO Engineering, Inc., attached hereto as Exhibit "A" and further

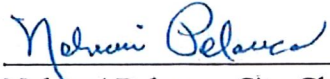
authorizes the City Manager to execute the Agreement.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.


PASSED and ADOPTED this 28th day of July 2020


Keith W. Babb, Jr., Mayor

ATTEST:


Nohemi Polanco, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice-Mayor Murvin

Seconded by: Comm. Everett

VOTE:

| | | |
|----------------------|---|--|
| Commissioner Bohlen | <input type="checkbox"/> (Yes) | <input checked="" type="checkbox"/> (No) |
| Commissioner Everett | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) |
| Commissioner Hill | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) |
| Vice-Mayor Murvin | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) |
| Mayor Babb | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) |

Exhibit "A"

Agreement for Engineering Services

(attached)

PROFESSIONAL GENERAL ENGINEERING CONSULTING SERVICES

This Contract is made as of the 28th day of July, 2020 by and between the City of Pahokee, a Political Subdivision of the CITY of the State of Florida, herein after referred to as the CITY, and MDO ENGINEERING, INC (hereinafter "CONSULTANT"), a corporation authorized to do business in the State of Florida.

Whereas, the City advertised a Request for Qualifications Number 2020-02 (the "RFQ") to identify a consultant to provide professional general engineering consulting services related to all aspects of the City's water and waste water systems, with primary focus on the CITY's storm water drainage systems projects.

Whereas, CONSULTANT was the sole responder to the RFQ and CONSULTANT presented the requisite qualifications to perform the professional general engineering consulting services therein described.

Now therefore, in consideration of the mutual promises contained herein, the CITY and CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

CONSULTANT'S responsibility under this Contract is to provide the City with general professional engineering consulting services with primary focus on the CITY'S storm water drainage systems as outlined in the scope of work set forth on Exhibit "A" hereto.

The CITY'S representative/liaison during the performance of this contract shall be Chandler Williamson, City Manager, City of Pahokee, 561.924.5534.

CONSULTANT'S representative/liaison during the performance of this contract shall be Marcos Montes de Oca, PE, President, 863.634.2131.

ARTICLE 2 - SCHEDULE

CONSULTANT shall be available for services to CITY on an "as needed basis" for a period of three (3) years from the contract date.

ARTICLE 3 - METHOD OF ORDERING

The CITY will notify CONSULTANT of each project on an "as needed basis". All terms and conditions set forth in the RFQ are applicable and incorporated herein. Determination of the scope of work for each storm water drainage project will be made by the CITY. The CITY shall at times comply with Section 287.055 Florida Statutes.

ARTICLE 4 - PAYMENTS TO CONSULTANT

Upon the satisfactory completion of services specified in the "Scope of Work", the CITY shall pay CONSULTANT on an hourly basis in accordance with the rate sheet set forth on Exhibit "B" hereto. Completion of tasks is contingent upon acceptance by the CITY's Manager and assigned Project Manager. CONSULTANT shall meet with the CITY when so requested, and shall provide progress reports for each scope of services/task work order issued. Payments to Consultant hereunder shall be in an amount not to exceed \$84,275.00, as set forth on Exhibit "A" hereto unless amended in accordance with the terms set forth in Article 28 hereof.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged CONSULTANTS most favored customer for the same or substantially similar services.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONSULTANT. The CITY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 6 - TERMINATION

This Contract may be terminated by CONSULTANT upon thirty (30) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of CONSULTANT. It may also be terminated, in whole or in part, by the CITY, within five (5) business days written notice to CONSULTANT with or without cause. CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminate work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 7 - PERSONNEL

CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in CONSULTANT'S key personnel must be made known to the CITY'S representatives and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All CONSULTANT'S personnel while on CITY premises will comply with all CITY requirements, governing conduct, safety and security.

ARTICLE 8 - SUBCONTRACTING

The CITY reserves the right to accept the use of a Subcontractor or to reject the selection of a particular Subcontractor and to inspect all facilities of any Subcontractor in order to make a determination as to the capability of the Subcontractor to perform properly under this Contract. CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If CONSULTANT uses any Subcontractors on this project the following provisions of this Article shall apply:

If a Subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the Subcontractor to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new Subcontractor by the CITY.

In accordance with CITY's goal to entice business to the area, CONSULTANT agrees to make reasonable efforts to retain Subcontractors from the City of Pahokee, City of Belle Glade and the City of South Bay (hereinafter "Tri-cities Area") provided such Subcontractors meet the qualifications as determined by the CONSULTANT.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by CONSULTANT. CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY.

CONSULTANT is not authorized to use the CITY'S Tax Exemption Number in securing such materials.

CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 10 - AVAILABILTY

The CITY'S performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the CITY'S Commission.

ARTICLE 11 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the CITY with at least ten (10) prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as CITY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit not less than \$500,000 Per Occurrence Combined Single Limit for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent CONSULTANTS, project and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by CITY. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Per Occurrence Combined Single Limit for Bodily Injury. Personal Injury and Property Damage Liability. Coverage shall include coverage for all Owned Autos, Hired Autos and Non-owned Autos. (In this context, the term "Auto" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.).

- D. **Worker's Compensation Insurance & Employers Liability** Workers' Compensation and Employer's Liability coverage is required for all personnel who work on this project. This shall include the personnel of CONSULTANTS and any Subcontractor, regardless of the size of the company. Coverage must include Employer's Liability with minimum limits of \$100,000 each Accident, \$500,000 Disease-Policy Limit, and \$100,000 Disease-each Employee.
- E. Additional Insured CONSULTANT shall endorse the CITY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read City of Pahokee. CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the CITY'S representative a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum then (10) day endeavor to notify due to cancellation or non-renewal of coverage.
- H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have and Aggregate limit not less than the highest Each Occurrence limit for either Commercial General Liability, Business Auto Liability or Employers Liability. The CITY shall be specifically endorsed as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a Follow-Form basis.
- I. **Right to Review** CITY, by and through its Community & Economic Development Department, in cooperation with the Risk Management department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 12 - RESPONSIBILITIES OF THE CITY

The CITY will provide the following services and data to CONSULTANT for the performance of each task/work order as related to the storm drainage system projects:

- A. Available data and information, including project objectives, constraints, budgetary limitations, and time restraints.
- B. Available drawings, maps, specifications, schedules, reports, data and other information developed by the CITY and its member local government and agencies which the CITY considers pertinent to the CONSULTANT'S responsibilities, as described herein.

ARTICLE 13 - RESPONSIBILITIES OF THE CONSULTANT

- A. The CONSULTANT shall perform only those services directly authorized by the CITY.
- B. Progress reports and invoices shall be provided as specified in the task work orders.
- C. All computer analysis will be performed on current technology/compatible computers utilizing software and analysis techniques approved by the CITY.
- D. All documents and support materials developed for the CITY will be prepared in Microsoft Office format such as Word, Excel, Power Point.
- E. All Geographical Information System (GIS) related information will be provided in ESRI ARCIINO format (Version 7.0 or later) and readable in ARC View. The coverage shall be in State Plane Feet BAD83 Zone 3601 and shall be based on the National Grid System where available.
- F. All graphics are to be provided to the CITY in a photo ready reproducible forma. When appropriate, maps and graphics should be prepared using the specified GIS software.
- G. All materials shall be provided to the CITY in both hard copy and electronic format.
- H. The CONSULTANT will provide the CITY with both hard copy and electronic format of all work products (reports, spreadsheets, data sets, drawings, graphics, etc.) in a format compatible with the CITY's computer systems. Computations based on computer programs other than the CITY's must conform to all CITY accuracy and format requirements. Prior to providing work products in any other format, the CONSULTANT must be granted permission to do so by the CITY.

ARTICLE 14 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold CITY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANTS.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The CITY and CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and CONSULTANT.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the STATE of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 17 - CONFLICT OF INTEREST

CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes.

CONSULTANT shall promptly notify the CITY's representative, in writing via email and certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business associate, interest or circumstance, the nature of work that CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by CONSULTANT. The CITY agrees to notify CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONSULTANT, the CITY shall so state in the notification and CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by CONSULTANT under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

CONSULTANTS shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of CONSULTANT or its Subcontractor and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and if CONSULTANT'S failure to perform was without it or its Subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the CITY'S right to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

CONSULTANT shall deliver to the CITY'S representative for approval and acceptance and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all

places, be subject to CONSULTANT'S sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects. CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 22 - CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - ACCESS AND AUDITS

CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONSULTANT's place of business. The City shall have the right to require CONSULTANT to conduct an annual audit and provide CITY the audit report within ninety (90) days of the close out for each respective year,

ARTICLE 24 - NONDISCRIMINATION

CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

ARTICLE 25 - AUTHORITY TO PRACTICE

CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

ARTICLE 26 - SEVERABILITY

If any terms or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, CONSULTANT certifies that it, its affiliates, suppliers, Subcontractors and CONSULTANT'S who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(s)(a).

ARTICLE 28 - MODIFICATION OF WORK

The CITY reserves the right to make changes in Scope of Work, including alternations, reductions therein or additions thereto. Upon receipt by CONSULTANT of the CITY'S notification of a contemplated change. CONSULTANT shall, in writing (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change , (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and CONSULTANT shall not commence work on any such change until such written amendment is signed by CONSULTANT and approved and executed on behalf of CITY.

ARTICLE 29 - NOTICE

All notices required in the Contract shall be sent by via email and certified mail, return receipt requested, hand delivered or other delivery services requiring signed acceptance.

If sent to the CITY, notices shall be addressed to:

Chandler F. Williamson, City Manager
City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476

If sent to the CONSULTANT, notices shall be addressed to:

Marcos Montes de Oca, PE, President
MDO Engineering, Inc.
P.O. Box 1001
Okeechobee, Florida 34973

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work.

ARTICLE 31 - CRIMINAL HISTORY RECORDS CHECK

CONSULTANT shall provide CITY a Florida Department of Law Enforcement criminal history information on all person not employed by the CITY who repair, deliver or provide goods or services for, to or on behalf of the CITY. CONSULTANT is solely responsible for understanding the financial, schedule, and staffing implications of this requirement.

ARTICLE 32 - REGULATIONS, LICENSING REQUIREMENTS

CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered. Lack of knowledge by CONSULTANT shall in no way be cause for relief from responsibility.

ARTICLE 33 - NON-EXCLUSIVE

The CITY reserves the right to acquire some or all of these services though a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided that State of Florida contract offers a lower price for the same goods and services. Additionally, CITY reserves the right to award other contracts for goods and services falling within the scope of this contract when the specifications differ from this Contract.

ARTICLE 34 - PERFORMANCE DURING EMERGENCY

By entering into this Contract, CONSULTANT agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, CONSULTANT agrees to provide all goods and services to CITY throughout the emergency/disaster at the terms, conditions and prices as outlined in

a task/work order. CONSULTANT shall furnish a twenty-four (24) hour phone number to the CITY in the event of such an emergency. Failure to provide the service during an emergency/disaster shall constitute breach of contract and made CONSULTANT subject to sanctions from further business with the CITY.


ARTICLE 35 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

CONSULTANT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from CONSULTANT and its subcontractors and lower tier subcontractors. CONSULTANT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the CONSULTANT or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed by CITY to be a breach of this Contract justifying its termination.

IN WITNESS WHEREOF, CITY and CONSULTANT has hereunto set its hand the day and year above written.

CITY OF PAHOKEE

MDO ENGINEERING, INC.



Keith W. Babb, Jr., Mayor

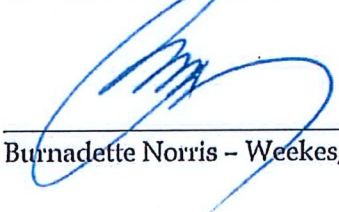


Marcos Montes de Oca, PE, President

7/28/2020
Date:

7/28/2020
Date:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



Burnadette Norris - Weekes, City Attorney

ATTEST:

Mayor Keith Babb
Vice Mayor Clara Murvin

Yes
Yes.

Nohemi Polanco.
Nohemi Polanco, Acting City Clerk

Commissioner Regina Bohlen
Commissioner Benny Everett
Commissioner Felisia Hill

No
Yes
Yes.

EXHIBIT "A"
SCOPE OF WORK

MDO shall prepare for review and presentation to the CLIENT, a drainage report for the analysis of a drainage pipe and canal improvements to be completed within the storm water drainage projects, such as in the East Lake Village neighborhood. The report shall determine drainage area, potential runoff and size of piping, ditch and canal deficiencies, for the area. The report will include but not limited to recommendations for the culvert, canal re-grading, maintenance and other drainage improvements in the area will also be included for review. It is anticipated the report will include canal improvements in the area of the storm water projects and adjacent areas as preliminary inspections indicate. The improvements will be focusing on the main drainage flow areas with notes for the additional neighborhood as per field inspections with noted provided for applicable best management practices for the neighborhoods. The report will be limited to the particular storm water drainage project/area. This scope does include an engineer's estimate of probable cost for purposes of budgeting the work to be completed.

Not to Exceed \$20,050

Permitting Services

MDO will prepare for CLIENT signature permits to the CLIENT and SFCD for review of the any canal re-grading to the area and respond to no more than two requests for additional information under this scope. Culverts, canal work proposed and other items under direction of work will be replacements and are assumed to be considered maintenance and subsequent notice to the applicable agencies per site inspection. MDO will give certification of work as noted in scope below once construction is completed in conformance to the prepared plans.

Time and Estimate of \$ 3,850

Construction Plan Preparation

MDO shall prepare construction plans for any of the above improvements storm water drainage projects, including but not limited to the area of the East Lake Village neighborhood. The improvements in the construction plans will be limited to the findings of the report prepared for review of the specified area. The construction plans will include pipe locations elevations, canal cross sections and quantities for cross sections for the proposed materials to be removed. The plans will be of sufficient detail to include piping installations, embankments, canal re-grading and excavation, clearing and grubbing, and turbidity controls. The plans will focus on the greater areas of drainage of the right of ways with notes for remaining typical roadway right of ways and culverts. Roadway, sidewalk, etc. Construction and/or restoration will be included if the required to achieve the construction of the proposed facilities as noted in the report above.

The plans will be based upon the survey in digital AutoCAD format as obtained to MDO from the CLIENT. The plans will be limited to the report focus area. MDO shall submit construction plans for review at the 60% and 90% level for staff, public works, and SFCD review of the plans.

Lump Sum Fee \$ 34,750

Bidding and Services During Construction

MDO will assist the CLIENT in the bidding and construction contractor selection by verifying references, and contractor licensure. MDO will conduct onsite pre-bid meeting, and pre-construction meeting prior to commencement of work. Prior to closure MDO will conduct a substantial completion meeting as well as a final walkthrough for the project as prepared and scoped above.

MDO will Conduct onsite inspections of the work, to ensure specifications and intent of construction plans are achieved. MDO will prepare certifications to the CLIENT for the work upon its completion. MDO Engineering will perform periodic inspections of the roadway resurfacing activities for the purposes of observing the progress and quality of the work, and to determine whether or not the work is proceeding in accordance with the construction drawings and specifications. It is assumed the project will be last approximately 3 months. This effort is directed toward providing the CLIENT a greater degree of confidence that the completed project will conform to the requirements contained in the approved drawings, specifications and regulatory agency permits. The services performed will include:

- Construction Observation of the Site Work as required for certification compliance
- Site construction visits as needed to observe the work.
- Contractor Coordination and Review of Shop Drawings
- Final Inspection and Certification of Completed Work

At the conclusion of the work, MDO will prepare certification of construction based upon field inspections and certified as-built information obtained by a licensed Professional Surveyor and Mapper, if required, which will be provided by the CLIENT. For the purpose of this proposal, we have provided a lump sum estimate of the cost associated with this task. We will not perform additional work on this task without your prior approval. This scope fee will not be exceeded without discussion with CLIENT of out of scope items.

Time & Expense Estimate: \$25,625

Items not included in this scope of work are:

- Survey Services
- Environmental Services
- AS-built Services
- Geotechnical Services
- Bidding Services

Contract Total: \$84,275

Please note, permitting application fees are not included with estimates shown above.

End Exhibit A – Scope of Work

MDO ENGINEERING INC.

Standard Hourly Rates

Effective July 1, 2012 (Rev 8/1/2015)

Engineers, Planners, Architects, Landscape Architects, Geologists & Construction

| | |
|---------------------|-------------------|
| Assistant | \$85.00 per hour |
| Associate | \$95.00 per hour |
| Principal / Officer | \$135.00 per hour |

Technical/Designer Personnel:

| | |
|----------------------------|-------------------|
| Designer/Technician | \$ 85.00 per hour |
| Senior Designer Technician | \$110.00 per hour |

CADD Personnel:

| | |
|---------------|-------------------|
| CADD Operator | \$85. 00 per hour |
|---------------|-------------------|

Administrative Personnel:

| | |
|--------------------------------|-------------------|
| Project Administrative Support | \$ 45.00 per hour |
|--------------------------------|-------------------|

Construction Inspection:

| | |
|--------------------------------|--------------------|
| Assistant Field Representative | \$ 85.00 per hour |
| Senior Project Representative | \$ 105.00 per hour |

Direct Project Expenses:

| | |
|--------------------------------|------------------|
| Travel - Automobile/Truck | Current IRS Rate |
| Travel - Other than Automobile | |



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Jongelene Adams

SUBJECT: Community & Economic Development Department

DATE: 13 April 2023

GENERAL SUMMARY/BACKGROUND:

Barfield Highway Change Order #20– This change order is for Barfield Highway Reconstruction. The change order is for compensation to Rosso Site Development (contractor) for drainage revision #4 & #5.

The design Engineer of Record (EOR) issued revision #4 on 22nd August 2022 regarding the issue of the offsite drainage pipe which was tired into the existing drainage system in the city’s right-of-way. The elevation constraints required the existing trunkline to remain in service and the proposed trunkline to be shifted in order to accommodate this change.

The EOR also addresses revision #5 for an 18-inch drain pip from 2nd Avenue that needed to be connected to the new trunkline.

The contractor, Rosso Site Development is entitled to the 100% of the \$242,806.08 for the changes to be made to the drainage system revisions #4 and #5. This price agreement is based on a negotiated settlement. The cost will be offset by an underrun of some pay items not included in this change order.

There is also 26 days which will be granted to this change order.

BUDGET IMPACT:

\$242,806.08 – 26 days will be granted for this change order. FDOT will be covering the cost for this item.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this change order #20.

ATTACHMENTS:

**Change Order #20
Resolution 2023-18**

RESOLUTION 2023-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, APPROVING CHANGE ORDER NO. 20 TO RESOLUTION #2021-02 PERTAINING TO THE CONTRACT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT G-1753, FM# 442030-01-54-1, FOR THE BARFIELD HIGHWAY RECONSTRUCTION PROJECT, AS SET FORTH IN THE CHANGE ORDER ATTACHED AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2019-14 adopted by the City Commission of the City of Pahokee, Florida ("CITY") on March 26, 2019, the City, and the Florida Department of Transportation (FDOT) entered into a grant funding Agreement for Construction and Construction Inspection (CEI) Engineering Services pertaining to S. Barfield Road from East Main Street to East 7th Street; and

WHEREAS, pursuant to Resolution 2021-02, the City approved the grant award funding for the reconstruction of Barfield Highway in the amount of \$3,891,096.63 to Rosso Site Development, Inc. and authorized the Mayor to execute the necessary agreement; and

WHEREAS, a change order is necessary to compensate Rosso Site Development for the additional drainage work for revision #4 of the existing offset drainage and revision #5 for the drainage pipe from 2nd Avenue and Barfield Highway that will need to be connected to the new trunkline for continued reconstruction of Barfield Highway; and

WHEREAS, the Engineer of Record has issued an Entitlement Analysis for revision numbers 4 and 5 in the amount of to \$242,806.08; and

WHEREAS, the City finds that a Change Order #20 is necessary to compensate the contractor in the amount of \$242,806.08 for revision #4 and revision #5 regarding the drainage system for the Barfield Highway Reconstruction Project with Rosso Site Development being granted an additional 26 days for the approved Change Order #20.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS IT FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby confirmed as being true, and the same are hereby made a specific part of this resolution.

Section 2. Authorization and Approval. The City Commission of the City of Pahokee hereby authorizes and approves Change Order #20 for revision #4 to the existing offset drainage and revision #5 of the drainage pipe from 2nd Avenue & Barfield Highway in an amount of \$242,806.08.

Section 3. Authorizing City Manager. The City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this _____ day of April 2023.

ATTEST

Keith W. Babb, Jr., Mayor

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved By: _____

Seconded By: _____

Vote:

| | | |
|-----------------------|-------------|------------|
| Commissioner Boldin | _____ (Yes) | _____ (No) |
| Commissioner Gonzalez | _____ (Yes) | _____ (No) |
| Commission Perez | _____ (Yes) | _____ (No) |
| Vice Mayor Murvin | _____ (Yes) | _____ (No) |
| Mayor Babb | _____ (Yes) | _____ (No) |

EXHIBIT "A"
CHANGE ORDER #20



CHANGE ORDER #20

Project: Barfield Highway Reconstruction
Date of Issuance: 10/17/2022
Owner: City of Pahokee
Project Engineer: Momentum CEI
Consultant/Contractor: Rosso Site Development

Project No: FM# 442030-1-31-01
Effective Date: 4/25/2023

Purpose of Change Order:

This change order #20 is for Barfield Highway Reconstruction. The change order is for compensation to Rosso Site Development (contractor) for the additional drainage work for revision #4 and revision #5.

Revision #4 is the offsite drainage pipe that is tied into the existing drainage system in the City's right-of way. The elevation constraint required the existing trunkline to remain in service and the proposed trunkline be moved to accommodate this.

Revision #5 addresses an 18-inch drain pipe from 2nd Avenue which will need to be connected to the new trunkline.

This price agreement is based on a negotiated settlement. The cost was offset by an underrun of some pay items not included in this Change Order.

Rosso Site Development is entitled to 100% of the \$242,806.08 for including the changes to the drainage system required by the above revisions.

FDOT has given concurrence on funding the \$242,806.08 as well as granting the 26 days for this change order.

Attachment:

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining the change is:
Change Price:

- Unit Price
Lump Sum
Other

Method of determining the change is:
Change Times:

- Contractor's records
Engineer's records
Other

Increase/Decrease) in Contract Price:
\$242,806.08- cost covered by FDOT

Increase/Decrease in Contract Times:
Substantial Completion: 26 days
Ready for final payment:



If the change involves an increase, the amount is not to be executed without further authorization

If the change involves an increase, the times are not to be exceeded without further authorization.

RECOMMENDED:

Robert Audette, PE

ENGINEER

BY:

(Authorized Signature)

AUTHORIZED:

City of Pahokee

OWNER

BY:

(Authorized Signature)

Entitlement Analysis

Financial Project ID: 442030-1-54-01
Contract No.: G-1753
County: Palm Beach
Description: Pahokee, Barfield Highway Reconstruction

Re: Revisions #4 and #5, Drainage, Ros-27

Description & Analysis:

This Change Order is written to compensate the contractor to incorporate into the contract Drainage Revisions #4 and #5.

Issue: RFI #32: Existing Offsite Drainage and RFI #39, Unmarked Drainage Pipe form 2nd Ave

In his response to RFI #32, the EOR issued Plan Revision #4 for drainage on 8/22/22. The issue was an offsite drainage pipe that was tied into the existing drainage system in the City’s right-of-way. Elevation constraints required that the existing trunkline remain in service and the proposed trunkline be moved to accommodate this. Revision #5 addressed an 18-inch drain pipe from 2nd Avenue that needed to be connected to the new trunkline.

The price agreement is based on a negotiated settlement. The cost will be offset by an underrun of some pay items not included in this Change Order.

26 days are granted with this Change Order.

The Contractor is 100% entitled to \$242,806.08 for including the changes to the drainage system required by Revisions #4 and #5.



Robert Audette, P.E.
Sr. Project Engineer



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, CITY MANAGER
FROM: Jongelene Adams
SUBJECT: Community & Economic Development Department
DATE: 13 April 2023

GENERAL SUMMARY/BACKGROUND:

Barfield Highway Change Order #21 – This change order is for Barfield Highway Reconstruction. The change order is for compensation to Rosso Site Development (contractor) for the relocation of S-127 drainage structure.

The contractor issued RFI #45 after discovering the existing drainage pipe peering from 3rd street that was not originally indicated on the plans. The design Engineer of Record (EOR) directed the relocation of the nearby drainage structure S-127A to the south to capture and connect the existing drainage pipe into Barfield’s drainage trunkline. The relocation of the already installed A-127A drainage structure was the resolve to ordering a new drainage structure.

The contractor, Rosso Site Development is entitled to the 100% of the \$13,785.78 for the relocation of S-127A drainage structure.

There is also 2 days which will be granted to this change order.

BUDGET IMPACT:

\$13,785.78 – 6 days will be granted for this change order. FDOT will be covering the cost for this item.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this change order #21.

ATTACHMENTS:

Change Order #21
Resolution 2023-19

RESOLUTION 2023 - 19

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, APPROVING CHANGE ORDER NO. 21 TO RESOLUTION #2021-02 PERTAINING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT G-1753, FM# 442030-01-54-1, BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2019-14 adopted by the City Commission of the City of Pahokee, Florida ("CITY") on March 26, 2019, the City and the Florida Department of Transportation (FDOT) entered into a grant funding Agreement for Construction and Construction Inspection (CEI) Engineering Services pertaining to S. Barfield Road from East Main Street to East 7th Street; and

WHEREAS, pursuant to Resolution 2021-02, the City approved grant award funding for the reconstruction of Barfield Highway in the amount of \$3,891,096.63 to Rosso Site Development, Inc. and authorized the Mayor to execute the necessary agreement; and

WHEREAS, a change order is necessary to compensate Rosso Site Development for the relocation of drainage structure S-127A because the contractor encountered an existing drainage pipe coming from 3rd Street that was not originally shown on the plans; and

WHEREAS, the Engineer of Record directed the contractor to relocate the nearby drainage structure S-127A to the south in order to capture and connect the existing drainage pipe into the Barfield Highway drainage trunkline; and

WHEREAS, the relocation of the already installed S-127A drainage structure was a more feasible solution than ordering a new drainage structure; and

WHEREAS, the City Commission of the City of Pahokee finds that a Change Order #21 is necessary to compensate the contractor in the amount of \$13,785.78 for relocating of S-127A drainage structure for the Barfield Highway Reconstruction Project: and

WHEREAS, Rosso Site Development will be granted an additional 2 days for change order #21; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS IT FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby confirmed as being true, and the same are hereby made a specific part of this resolution.

Section 2. Authorization and Approval. The City Commission of the City of Pahokee hereby authorizes and approves Change Order #2 for relocating S-127A drainage structure to the south for the Barfield Highway Reconstruction Project in the amount of \$13,785.78.

Section 3. Authorizing City Manager. The City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this _____ day of April 2023.

ATTEST

Keith W. Babb, Jr., Mayor

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved By: _____

Seconded By: _____

Vote:

Commissioner Boldin _____(Yes) _____(No)

Commissioner Gonzalez _____(Yes) _____(No)

Commission Perez _____(Yes) _____(No)

Vice Mayor Murvin _____(Yes) _____(No)

Mayor Babb _____(Yes) _____(No)

EXHIBIT "A"
CHANGE ORDER #21



CHANGE ORDER #21

Project: Barfield Highway Reconstruction
Date of Issuance: 03/21/2022
Owner: City of Pahokee
Project Engineer: Momentum CEI
Consultant/Contractor: Rosso Site Development

Project No: FM# 442030-1-31-01
Effective Date: 4/25/2023

Purpose of Change Order:

This change order #21 is for Barfield Highway Reconstruction. The change order is for compensation to Rosso Site Development (contractor) for the relocation of the drainage structure S-127A.

The contractor encountered an existing drainage pipe running from 3rd street which was not originally indicated in the plans. The Engineer of Record directed the contractor to move the nearby drainage structure S-127A to the south to capture and connect the existing drainage pipe into Barfield 's drainage trunkline.

The relocation of the already installed S-127A drainage structure was a more feasible solution than to order a new drainage structure.

Rosso Site Development is entitled to 100% of the \$13,785.78 for relocating of the S-127A drainage structure.

FDOT has given concurrence on funding of the \$13,785.78 as well as granting the 2 days for this change order.

Attachment:

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining the change is:

Change Price:

- Unit Price
Lump Sum
Other

Method of determining the change is:

Change Times:

- Contractor's records
Engineer's records
Other

Increase/Decrease) in Contract Price:
\$13,785.78- cost covered by FDOT

Increase/Decrease in Contract Times:
Substantial Completion: 2 days
Ready for final payment:



If the change involves an increase, the amount is not to be executed without further authorization

If the change involves an increase, the times are not to be exceeded without further authorization.

RECOMMENDED:

Robert Audette

ENGINEER

BY: 

(Authorized Signature)

AUTHORIZED:

City of Pahokee

OWNER

BY: _____

(Authorized Signature)

1302 South J Street
Lake Worth, FL 33460



Ph: 561-689-0889
Fax: 561-689-2851

Change Order Request

| | | | |
|-------------------|-------------------------|------------------|------------------|
| Change Order No.: | <u>34 R2</u> | Owner Proj. No.: | <u>2020-007</u> |
| Owner: | <u>City of Pahokee</u> | RSD Proj. No.: | <u>01-20037</u> |
| Project: | <u>Barfield Highway</u> | Date: | <u>3/21/2022</u> |

Description: This change order has been generated in resonance to RFI 45. RSD will remove and relocate S-127A to tie into existing unmarked/unknown drainage at 3rd street. Cost - Relocate structure, MOT, Maintenance of the road.

| # | Description | Qty | Unit | Unit Price | Total Price |
|---|----------------------------|-----|------|--------------|--------------|
| | Remove and Relocate S-127A | 1 | LS | \$ 13,785.78 | \$ 13,785.78 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |

Total: \$ 13,785.78

| | | |
|-------------------------------------|-----------|-------------------------|
| Original Contract Amt | \$ | <u>-</u> |
| Amount of this Change Order | \$ | <u>13,785.78</u> |
| Amount of Previous Change Order (s) | \$ | <u>-</u> |
| New Total Contract Amount | \$ | <u>13,785.78</u> |

Completion time extended 2 days If yes, new completion date? _____

When executed by all parties, this document will become part of the above reference construction contract.

Client Signature

Client Printed

Blair Simpson Digitally signed by Blair Simpson
 DN: cn=Blair Simpson, o=Rosso Site Development, ou, email=bsimpson@rossositedevelopment.com, c=US
 Date: 2023.03.27 12:17:29 -04'00'

Revisions

| # | Date | By | Description |
|---|-----------|-----|-------------------------------|
| 1 | 3/3/2023 | JLW | Removed Mark up for Sureveyor |
| 2 | 3/21/2023 | JLW | Reduced ERCP |
| | | | |

1302 South J Street
Lake Worth, FL 33460



Ph: 561-689-0889
Fax: 561-689-2851

CHANGE ORDER BREAKDOWN

Description of work: This change order has been generated in response to RFI 45. RSD will remove and relocate S-127A to tie into existing unmarked/unknown drainage at 3rd street. Cost - Relocate structure, MOT, Maintenance of the road.

CO #: 34 R2

| EQUIPMENT | | | | | |
|-------------------------|-----------------------|-----|------|-----------|-------------------|
| # | Description | Qty | Unit | Unit Cost | Total Cost |
| 1 | Loader | 16 | HR | \$62.50 | \$1,000.00 |
| 2 | Tractor | | HR | \$40.38 | \$0.00 |
| 3 | Roller | | HR | \$56.12 | \$0.00 |
| 4 | Mixer | | HR | \$202.61 | \$0.00 |
| 5 | Grader | | HR | \$79.95 | \$0.00 |
| 6 | Backhoe | | HR | \$93.41 | \$0.00 |
| 7 | Water Truck | 16 | HR | \$37.98 | \$607.68 |
| 8 | Dozer | | HR | \$73.93 | \$0.00 |
| 9 | Paver | | HR | \$61.50 | \$0.00 |
| 10 | Paving Roller | | HR | \$40.38 | \$0.00 |
| 11 | Broom | | HR | \$49.97 | \$0.00 |
| 12 | Excavator (30,000 lb) | | HR | \$109.04 | \$0.00 |
| 13 | Excavator (70,000 lb) | | HR | \$169.32 | \$0.00 |
| 14 | Tamp | | HR | \$19.50 | \$0.00 |
| 15 | Saw | | HR | \$19.50 | \$0.00 |
| 16 | Pick-Up Truck | 16 | HR | \$32.46 | \$519.36 |
| 17 | Dump Truck | | HR | \$65.00 | \$0.00 |
| 18 | Curb Machine | | HR | \$58.75 | \$0.00 |
| Equipment Subtotal | | | | | \$2,127.04 |
| Markup | | | | | 0.150 \$319.06 |
| EQUIPMENT TOTAL: | | | | | \$2,446.10 |

| LABOR | | | | | |
|---------------------|---|-----|------|-----------|-------------------|
| # | Description | Qty | Unit | Unit Cost | Total Cost |
| 1 | Superintendent | 16 | HR | \$64.29 | \$1,028.64 |
| 2 | Foreman (w/ Pick-Up) | | HR | \$84.20 | \$0.00 |
| 3 | Operator-Road Crew | 16 | HR | \$38.06 | \$608.96 |
| 4 | Laborer-Road Crew | 16 | HR | \$20.79 | \$332.64 |
| 5 | Operator-Underground Crew | | HR | \$36.24 | \$0.00 |
| 6 | Pipe Layer, Tailman, Laborer-Underground Crew | | HR | \$26.32 | \$0.00 |
| 7 | Curb Machine Operator-Concrete Crew | | HR | \$43.50 | \$0.00 |
| 8 | Finisher-Concrete Crew | | HR | \$32.61 | \$0.00 |
| 9 | Former/Laborer-Concrete Crew | | HR | \$23.65 | \$0.00 |
| 10 | | | HR | | \$0.00 |
| 11 | | | HR | | \$0.00 |
| Labor Subtotal | | | | | \$1,970.24 |
| Burden | | | | | 0.5146 \$1,013.89 |
| Markup | | | | | 0.150 \$295.54 |
| LABOR TOTAL: | | | | | \$3,279.66 |

| MATERIAL | | | | | |
|----------|----------------------------|-----|------|-----------|------------|
| # | Description | Qty | Unit | Unit Cost | Total Cost |
| 1 | Additional Fill | 1 | LS | \$509.79 | \$509.79 |
| 2 | Additional MOT maintenance | 2 | LS | \$251.57 | \$503.14 |
| 3 | | | | | \$0.00 |
| 4 | | | | | \$0.00 |
| 5 | | | | | \$0.00 |
| 6 | | | | | \$0.00 |
| 7 | | | | | \$0.00 |

Material Subtotal \$1,012.93
 Markup 0.150 \$151.94

MATERIAL TOTAL: \$1,164.87

| SUBCONTRACTORS | | | | | |
|----------------|--------------------|-----|------|------------|------------|
| # | Description | Qty | Unit | Unit Cost | Total Cost |
| 1 | Johnson Davis | 1 | LS | \$4,394.95 | \$4,394.95 |
| 2 | Radise - Densities | 1 | LS | \$999.04 | \$999.04 |
| 3 | Atlas Surveying | 1 | LS | \$1,000.00 | \$1,000.00 |
| 4 | | 1 | LS | | \$0.00 |
| 5 | | 1 | LS | | \$0.00 |
| 6 | | 1 | LS | | \$0.00 |
| 7 | | 1 | LS | | \$0.00 |

Subcontractor Subtotal \$6,393.99
 Markup 0.05 \$219.75

SUBCONTRACTOR TOTAL: \$6,613.74

Equipment Total: \$2,446.10
 Labor Total: \$3,279.66
 Material Total: \$1,164.87
 Subcontractors Total: \$6,613.74

Bond & General Liability Insurance: \$281.42
 MOT: \$0.00

 Total: \$13,785.78



Fill Quantities & Trucking Cost

Appendix 'A'



Monday, November 21, 2022

Section I, Item C.

Justo Navarro - Vice P
Cell: (561) 722 0862
Office: (561) 570-1606
Fax: (561) 650-7330
JNavarro@siboneycc.com

Project Name: Barfield Highway Reconstruction - Fin. Proj.ID#442030-1-54-01
Proposal #: 123008
Location: 370 South Barfield Highway
Pahokee, Florida 33476
Latitude: 26.8191525 **Longitude:** -80.6612582
County: Palm Beach County
Prepared for: Rosso Site Development, Inc
Contact: Joseph Rosso III


| Est. Qty | Units | Material | Description | Unit Price |
|----------|-------|----------|----------------------------------|------------|
| 3,900 | Tons | #1 Fill | Furnish & Deliver (Tax Included) | \$16.78 |

Prices based on a minimum 9.50 hour workday.

If this proposal is not accepted within thirty (30) days from its date it shall automatically expire. Siboney reserves the right to withdraw this proposal at any time before acceptance.

The above price(s) are delivered prices and include all applicable taxes and are based on the AAA average diesel fuel rate as of the date of this proposal for the state in which the work is to be performed available at www.gasprices.aaa.com. A fuel surcharge may be applicable if the price of diesel fuel increases from the date of the proposal to the date(s) the work is performed, and, in such an instance, Siboney and Rosso Site Development, Inc, "Customer" shall use best efforts to mutually agree on any applicable fuel surcharges. If Siboney and Customer are unable to agree on a fuel surcharge amount, Siboney or Customer may terminate this proposal without liability to either party. Unless otherwise noted on this proposal, the above unit price(s) are based on a minimum of 9.50 hours per day. Delivered materials may be subject to unavailability due to shortages or price increases from material suppliers, and in such an instance, Siboney and Customer shall use best efforts to agree on a remedy. If Siboney and Customer are unable to reach a mutually agreeable remedy, then either party may terminate this proposal and stop any further work without liability to either party. As a condition precedent to Siboney performing any work, Customer must provide Siboney with all Notice to Owner information including any and all applicable payment bonds and applicable contract reference numbers for the project for which the work is to be provided. A copy of a recorded Notice of Commencement shall suffice in lieu of Notice to Owner information. Customer must have truck dispatch to a Siboney representative by no later than 3:30 p.m. the day before any work is to be performed. Customer must ensure safe and adequate loading equipment at the pit/quarry/material source, ensure that trucks are loaded in a safe and timely manner, within legal weight limits, and maintain safe and adequate on-site haul roads to facilitate the dumping of materials at the delivery site. Siboney shall invoice Customer weekly, and Customer agrees to pay Siboney **within thirty (30) days from the date of invoice**. In the event that Customer's account becomes past due, Siboney reserves the right, in its sole discretion, to (1) stop all work until all payments (including any applicable late fees and interest) have been paid, or (2) terminate any and all of its obligations under this proposal and perform no further work without any liability to Customer. Customer agrees to pay interest on all past due balances at the rate of 1.5% per month until paid and agrees to pay all of Siboney's collection costs incurred to recover any past due balance(s) including, but not limited to, reasonable attorney's fees. Receipt of the material(s) by Customer and Customer's signature on delivery tickets shall be deemed as Customer's approval and acceptance of the material(s), and no credits or adjustments will be made after the tickets are signed by Customer. Siboney's liability on any claim for loss or damage arising out of the work performed shall not exceed the price of the work actually performed by Siboney for Customer with regard to which such claim for loss or damage is made. In light of the COVID-19 pandemic, Siboney, in its sole discretion, reserves the right to suspend or terminate any work to be performed pursuant to this proposal due to any public health/safety issues, or any labor shortages resulting therefrom. This proposal constitutes the sole and entire agreement between the parties with regard to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements between the parties regarding same. No work pursuant to this proposal shall be made until Customer returns a signed copy of this proposal. Facsimiles, copies or other reproductions of this proposal shall have the same effect as an original thereof.

Acceptance of Proposal - The terms and conditions of this proposal are hereby accepted.

Accepted by (Customer): _____ Date: _____
Owner: _____ Owner Contact: _____
Bond Company: _____ Policy Number: _____
Authorized Signature:  Print Name: Blair Simpson Title: VP

Additional Fill Quantity and Cost

| | Length | Width | Height | Fill (CF) | Pipe Volume(CF) $V=L*\pi*r^2$ | CF of Fill (Pipe Volume -Fill) | Total + 30% Loss on compaction (CF) | CF to CY | CY convert to TONS | Cost Per TON \$16.78 (Furnish and Deliver) |
|----------------------------|--------|-------|--------|-----------|----------------------------------|-----------------------------------|--|----------|--------------------------|---|
| 18in CRP w/ 6ft trench Box | 24 | 6 | 2.7 | 388.8 | 76 | 312.8 | 406.64 | 15.04568 | 20.9135 | 350.9284495 |
| S-127A | 6 | 6 | 6.6 | 237.6 | 96 | 141.6 | 184.08 | 6.81096 | 9.467234 | 158.8601932 |
| Total | | | | | | | | | 30.38073 | \$509.79 |

Additional MOT Cost

| MOT Cost(original) | Original Project Duration | Cost Per Day | Required Dys for CO | Total cost for additional MOT (P3xQ3) |
|--------------------|---------------------------------|-----------------|------------------------|---|
| 103144.94 | 410 | 251.57 | 2 | 503.14 |



Johnson Davis
Subcontractor Quote

Appendix 'B'



CHANGE ORDER REQUEST

March 20, 2023
Rosso Site Development
1302 South J Street
Lake Worth, FL 33460

Attn: Blair Simpson

Project: Barfield Hwy
Re: 41792

J-D COR #: 34

Blair,

See attached proposal for changes approved in to Remove and Move S-127A to accomidate exsiting drainage pipe at 3rd street.

DATE: TBD
TASK: Remove and Move S-127A to 3rd street and Modify to accept existing drainage pipe

| | | | | | |
|---|----------------|---|----|------------|------------|
| 1 | Labor | 1 | LS | \$5,506.35 | \$5,506.35 |
| 2 | Equipment | 1 | LS | \$4,688.96 | \$4,688.96 |
| 3 | Material | 1 | LS | \$0.00 | \$0.00 |
| 4 | Subcontractors | 1 | LS | \$605.00 | \$605.00 |

Subtotal: \$10,800.31

24 LF of 24" x38" ERCP Credit: \$6,405.36

Total Amount of Change Order: \$4,394.95

Total Amount of Days Added to The Contract: 2

Please review and forward to the responsible parties for authorization. As always, should there be any questions or if you require any additional information please do not hesitate to contact our office.

Sincerely,

Chad Rawlinson

Chad Rawlinson
Project Manager

2022 Equipment Rates for FDOT Jobs

Section I, Item C.

| Description | Hourly Rate |
|---|-------------|
| Trucks | |
| Superintendent Vehicle | \$45.86 |
| Foreman Truck with Hand Tools | \$46.09 |
| Support Crew Truck with Hand Tools | \$34.00 |
| Field Mechanic Service Truck | \$42.86 |
| 45-117 Tri-Axle Truck Tractor | \$99.36 |
| 45-128 Tandem Flat Bed (24') Truck | \$39.20 |
| 45-164 Tri-Axle Dump Truck - Steel Body | \$115.71 |
| 45-249 Tri-Axle Truck Tractor | \$101.56 |
| 45-279 Tandem Tractor | \$102.05 |
| 45-280 Single Axle Tractor | \$92.98 |
| 45-331 Tri-Axle Dump Truck | \$105.69 |
| 40-27 Lowboy Trailer | \$38.50 |
| 40-32 Lowboy Trailer | \$38.66 |
| 40-28 Jeep for Lowboy Trailer | \$9.80 |
| 40-34/39 Flatbed Trailer | \$8.22 |
| 40-12 Drop Deck Trailer | \$17.28 |
| 40-44 Aluminum Dump Trailer | \$9.23 |
| 40-24 Steel Dump Trailer | \$9.30 |
| 40-46 Dump Trailer | \$9.74 |
| 40-42 Small Equipment Trailer 16,000 LBS | \$2.57 |
| Rubber Tire Excavators | |
| 25-51 CAT 420D IT (Combination Backhoe) | \$70.42 |
| 25-52 CAT 430D IT (Combination Backhoe) | \$80.22 |
| 25-67 CAT 420F IT (Combination Backhoe) | \$83.69 |
| 20-63 John Deere 220D Excavator (Rubber Tire) | \$158.50 |
| 20-75 Liebherr A900C | \$121.87 |
| Track Excavators | |
| 20-39 Inter-Drain 6050HT (Sock Machine) | \$94.02 |
| 20-56 Komatsu PC308 USLCL-3EO Excavator | \$129.80 |
| 20-69 Caterpillar 328D Excavator | \$151.55 |
| 20-80 Caterpillar 336DL Excavator | \$157.00 |
| 20-68 Komatsu PC390-LC-10 Excavator | \$163.06 |
| 20-69 Komatsu PC240-LC-11 Excavator | \$153.45 |
| 20-70 Komatsu PC390-LC-11 Excavator | \$166.50 |
| 20-71 Komatsu PC390-LC-11 Excavator | \$166.50 |
| 20-72 Komatsu PC138-LC-11 Excavator | \$112.45 |
| 20-73 Komatsu PC290-LC-11 Excavator | \$164.81 |
| 20-74 Komatsu PC138-LC-11 Excavator | \$112.45 |
| 20-77 Caterpillar 323F L Excavator 2018 | \$118.97 |
| 20-78 Caterpillar 325F L Excavator 2018 | \$143.16 |
| 20-79 Komatsu PC238-LC-11 Excavator | \$128.92 |
| 20-80 Komatsu PC138-LC-11 Excavator | \$112.45 |
| 20-81 Caterpillar 307E2 Excavator | \$85.43 |
| 20-82 John Deere 365G LC | \$158.94 |
| 20-84 John Deere 50G | \$62.87 |
| 20-85 John Deere 60G 2019 | \$52.52 |
| 20-86 John Deere 345G | \$158.93 |
| 20-87 John Deere 380G | \$222.86 |
| 20-88 Takeuchi TB260 Mini Excavator 2020 | \$63.18 |
| 20-89 Komatsu PC390 LC-11 Excavator 2021 | \$166.54 |
| 20-90 Komatsu PC360 LC-11 Excavator 2020 | \$175.28 |
| Wheel Loaders | |
| 30-42 Komatsu WA320-6 Loader | \$67.68 |
| 30-43 Komatsu WA380-7 Loader | \$89.83 |
| 30-44 Komatsu WA200-7 Loader | \$63.85 |
| 30-45 Komatsu WA320-7 Loader | \$71.52 |
| 30-46 Caterpillar 938K Loader | \$96.20 |
| 30-47 Komatsu WA200-7 Loader | \$60.84 |
| 30-48 Komatsu WA380-8 Loader | \$95.72 |
| 30-49 Komatsu WA380-8 Loader | \$95.78 |
| 30-50 Caterpillar CAT 908M Loader | \$40.56 |
| 30-51 Komatsu WA-320-8 Loader | \$84.68 |
| 30-52 Komatsu WA-270-8 Loader | \$81.13 |
| 30-53 Caterpillar 930M Loader | \$85.50 |
| 30-54 Caterpillar 930M Loader | \$85.50 |
| 30-55 John Deere 524L | \$80.20 |
| 30-56 John Deere 544L | \$81.67 |
| 30-57 John Deere 524L | \$80.20 |
| 30-58 John Deere 544L | \$81.67 |
| 30-59 John Deere 644L | \$98.91 |
| 30-60 John Deere 644L | \$98.91 |
| Mini Excavators / Bobcats / Dozer | |
| 35-01 John Deere 650 H-LGP Dozer | \$63.39 |
| 35-27 Bobcat 873G | \$32.37 |
| 35-41 Bobcat T300 | \$39.83 |
| 35-61 Mini-Hoe Kubota KX913R1S (30 HP Kubota) | \$19.30 |
| 35-62 Mini-Hoe Kubota KX080-3 (70 HP Kubota) | \$76.53 |
| 35-64 Mini-Hoe Kubota KX910R2 (30 HP Kubota) | \$19.03 |
| 35-66 Mini-Hoe Kubota KX121-3ST (30 HP Kubota) | \$24.06 |
| 20-67 Caterpillar 305E2 (11k LBS Mini) | \$63.74 |
| 20-88 Takeuchi TB260 Mini Excavator 2020 | \$63.18 |
| Specialty Equipment | |
| 75-20 Ford Box Blade Tractor 3910 | \$33.38 |
| 82-145 Water Truck (2000 gal) | \$63.01 |
| 82-157 Water Truck (2000 gal) | \$63.01 |
| 85-177 APE Power Unit 260 | \$15.57 |
| 85-229 Hydraulic Hammer ICE 8E | \$93.72 |
| 85-230 Rotary Head Auger ICE EX25 | \$253.40 |
| Water Trailer (1000 gal) | \$15.55 |
| Vibratory Rollers | |
| 75-30 Ingersoll Rand SD40 Vibratory Roller | \$96.18 |
| 75-31 Dynapac CA121D Vibratory Roller | \$80.36 |
| 75-32 Dynapac CA121D Vibratory Roller | \$80.36 |
| 75-33 Dynapac CA121D Vibratory Roller | \$81.21 |
| 75-34 Dynapac CO300S Double drum | \$29.76 |
| 75-35 Volvo SD45D Vibratory Roller single drum | \$75.13 |
| 75-36 Volvo SD45D Vibratory Roller single drum | \$75.91 |
| Pumps | |
| Well Point Header and Points (No Pump) | \$12.00 |
| 10" Well Point Pump & Disch Hose - (24 Hrs/day) | \$36.71 |
| 8" Well Point Pump & Disch Hose - (24 Hrs/day) | \$40.59 |
| 6" Quiet Pack Well Point Pump & Disch Hose - (24 Hrs/day) | \$36.29 |
| 6" Well Point Pump & Disch Hose - (24 Hrs/day) | \$35.56 |
| 12" Hydraulic Pump & Hoses (8hr/day minimum) | \$85.29 |
| 8" Hydraulic Pump & Hoses (8hr/day minimum) | \$45.59 |
| 6" Hydraulic Pump & Hoses (8hr/day minimum) | \$36.74 |
| 4" Hydraulic Pump & Hoses (8hr/day minimum) | \$38.00 |
| 4" Jet Pump & Hoses | \$20.82 |
| 4" Double Diaphragm & Hoses | \$13.52 |
| 3" Trash Pump & Hoses | \$6.58 |
| Vibratory Hammer | \$93.72 |
| Rental Equipment | |
| Shoring Plate 1"x8"x20" | \$23.00 |
| Shoring Plate 1"x8"x16" | \$20.00 |
| Shoring Plate 1"x8"x12" | \$19.00 |
| Shoring Plate 1"x6"x10" | \$18.00 |
| Stone Box (12 CY) | \$85.00 |
| Manhole box 8'x10'x4' | \$80.00 |
| Trench Shield Box 24'x8'x6" | \$120.00 |
| Trench Shield Box 24'x6'x4" | \$165.00 |
| Trench Shield Box 20'x6'x4" | \$115.00 |
| Trench Shield Box 16'x8'x4" | \$110.00 |
| Trench Shield Box 10'x28'x6" | \$250.00 |
| Trench Shield Box 10'x24'x6" | \$140.00 |
| Trench Shield Box 8'x24'x6" | \$100.00 |
| Trench Shield Box 8'x16'x4" | \$110.00 |
| Pipe Plugs - Airbag for drainage 12"-18" | \$65.00 |
| Pipe Plugs - Airbag for drainage 18"-24" | \$95.00 |
| Pipe Plugs - Airbag for drainage 15'-30" | \$130.00 |
| Pipe Plugs - Airbag for drainage 24'-48" | \$180.00 |
| Pipe Plugs - Airbag for drainage 48'-72" (w/ lift line) | \$593.00 |
| Pipe Plugs - Airbag for sewer pipe (pass through) | \$750.00 |
| Pipe Plugs - Airbag for sewer pipe (solid plug) | \$295.00 |
| Small Equipment | |
| Air Compressor | \$19.21 |
| Tamper | \$6.37 |
| Light Plant (8hr/day minimum) | \$10.16 |
| Working Saw | \$8.53 |
| Cut off Saw 14" | \$7.50 |
| Generator | \$4.85 |

2022 Labor Rates for FDOT Jobs

Section I, Item C.

| Labor | Standard | Overtime |
|-----------------------------------|----------|----------|
| Superintendent | \$69.26 | \$103.89 |
| Foreman | \$48.19 | \$72.29 |
| Brady, Jeff | \$46.30 | \$69.45 |
| Ceasno, Chesca | \$53.10 | \$79.65 |
| Dort,Wisler | \$45.91 | \$68.87 |
| Fernandez, Pablo | \$52.50 | \$78.75 |
| Harrisme,Jacky | \$46.66 | \$69.99 |
| Hernandez, Jose R | \$51.75 | \$77.63 |
| Hernandez, Odilon | \$53.10 | \$79.65 |
| Lashley, Stern | \$45.75 | \$68.63 |
| Molina, Moises | \$28.00 | \$42.00 |
| Smith, Jimmy | \$51.00 | \$76.50 |
| Tharpe, Richard | \$27.50 | \$41.25 |
| Thelison,Ariesthene | \$46.50 | \$69.75 |
| Pierson,Rickey | \$43.25 | \$64.88 |
| Ruiz, Luis | \$42.50 | \$63.75 |
| Operator - Excavator | \$27.64 | \$41.46 |
| Arce, Alfonso | \$29.00 | \$43.50 |
| Brasfield, Alexander | \$27.00 | \$40.50 |
| Cuadrado del Valle, Juan | \$29.00 | \$43.50 |
| Gerken, David | \$27.00 | \$40.50 |
| Guerrero, Lorenzo | \$29.00 | \$43.50 |
| Guerrero Oseguera, Agustin | \$27.00 | \$40.50 |
| Hester, Anthony | \$27.00 | \$40.50 |
| Lewis,Delroy | \$27.00 | \$40.50 |
| Lindo, Gustavo | \$27.00 | \$40.50 |
| MCDonald,Phil | \$29.16 | \$43.74 |
| Nava Rivera,Alejandro | \$29.00 | \$43.50 |
| Parkinson, Siegfried (Pete) | \$29.19 | \$43.79 |
| Villoldo, Eduardo | \$27.00 | \$40.50 |
| Walker, Jeffrey | \$27.00 | \$40.50 |
| Williams, Randall | \$24.20 | \$36.30 |
| Operator - Loader | \$23.98 | \$35.98 |
| Briggs, Dustin | \$23.50 | \$35.25 |
| Davio, Gordon | \$25.82 | \$38.73 |
| Edmond, Eugene | \$22.00 | \$33.00 |
| Franco, Jose | \$22.00 | \$33.00 |
| Jean, Jeannot | \$25.50 | \$38.25 |
| Martinez,Jorge | \$23.50 | \$35.25 |
| Montes, Carlos | \$23.50 | \$35.25 |
| Morales, Eloy | \$23.50 | \$35.25 |
| Pinder, Gregory | \$25.50 | \$38.25 |
| Santiago, Jessie | \$25.50 | \$38.25 |
| Wells, Nathaniel | \$23.50 | \$35.25 |
| Pipe Layer | \$26.03 | \$39.05 |
| Arana Pineda,Jesus | \$23.00 | \$34.50 |
| Arce, Santos | \$28.50 | \$42.75 |
| Atha, Zachary | \$23.00 | \$34.50 |
| Banks, Laterrance | \$23.00 | \$34.50 |
| Castanon, Walter | \$23.00 | \$34.50 |
| Castro Flores, Ramon | \$23.00 | \$34.50 |
| Ceasno, Chedo | \$26.00 | \$39.00 |
| MacRoy Jr., Elijah | \$26.00 | \$39.00 |
| Meza Rodriguez, Jose | \$28.50 | \$42.75 |
| Morales Hernandez,Pedro | \$26.00 | \$39.00 |
| Pascual, Andree | \$28.31 | \$42.47 |
| Raphael, Mainau | \$28.50 | \$42.75 |
| Samuel, Antonio | \$29.07 | \$43.61 |
| Steen, Ronald | \$26.00 | \$39.00 |
| Theophilus Assmic | \$26.00 | \$39.00 |
| Velasquez, Tranquilino | \$28.66 | \$42.99 |
| Skilled Laborer | \$21.46 | \$32.18 |
| Abat, Eric | \$21.00 | \$31.50 |
| Baker, Timothy Jr | \$23.50 | \$35.25 |
| Barragan Oseguera,Juan | \$22.50 | \$33.75 |
| Carmey, Maui Juan | \$22.00 | \$33.00 |
| Carr, Vincent | \$24.82 | \$37.23 |
| Cendejas, Manuel | \$18.50 | \$27.75 |
| Dieujuste,Wislet | \$21.00 | \$31.50 |
| Dumarsais, Ostin | \$18.50 | \$27.75 |
| Gonzalez Dominguez, Rafael | \$22.00 | \$33.00 |
| Harrisme, Jackens | \$18.50 | \$27.75 |
| Hernandez Villanueva,Luis | \$23.50 | \$35.25 |
| Jean, Jean Robert | \$21.00 | \$31.50 |
| Julceus, Gerome | \$21.00 | \$31.50 |
| Lewis Jr, Delroy | \$18.50 | \$27.75 |
| Lormeus, Jacquecy | \$22.50 | \$33.75 |
| Louisca, Renel | \$21.00 | \$31.50 |
| Michel, Thomas | \$18.50 | \$27.75 |
| Molina Rios,Jesus | \$23.50 | \$35.25 |
| Nozistene, Frederic | \$21.00 | \$31.50 |
| Osuna, Gustavo | \$22.00 | \$33.00 |
| Palma Bustillo,Miguel | \$22.50 | \$33.75 |
| Philemons, Kechener | \$22.50 | \$33.75 |
| Pierre Louis, Fadoul | \$21.00 | \$31.50 |
| Pierre Louis, Famuel | \$22.00 | \$33.00 |
| Piersaint,Yvon | \$22.00 | \$33.00 |
| Regisme, Duquene | \$21.00 | \$31.50 |
| Richardson, Andrew | \$21.00 | \$31.50 |
| Robinson, Corey | \$18.50 | \$27.75 |
| Roundtree, Jarrod | \$22.00 | \$33.00 |
| Ruiz Fonseca,Angel | \$21.00 | \$31.50 |
| Saint Pierre, Kenol | \$22.00 | \$33.00 |
| Saint Pierre, Obens | \$21.00 | \$31.50 |
| Servilus,Desir | \$23.50 | \$35.25 |
| Simmons, Anthony | \$21.00 | \$31.50 |
| Torres Garcia, Jorge | \$23.50 | \$35.25 |
| Toyo, Jean | \$22.50 | \$33.75 |
| Turenne, Ernst | \$22.50 | \$33.75 |
| Yanez, Adriel | \$21.00 | \$31.50 |
| Support Crew Leader | \$25.76 | \$38.64 |
| Arce, Magdaleno | \$27.50 | \$41.25 |
| Davis, Jerry | \$26.50 | \$39.75 |
| Gil Vazquez,Humberto/ Carp | \$26.00 | \$39.00 |
| Harp, Kenneth | \$26.00 | \$39.00 |
| Lester, John | \$23.00 | \$34.50 |
| Molina, Moises | \$25.30 | \$37.95 |
| Pierre, Robertis | \$26.00 | \$39.00 |
| Support Crew Skilled Labor | \$19.63 | \$29.44 |
| Harrisme, Jackens | \$18.50 | \$27.75 |
| Michel, Thomas | \$18.50 | \$27.75 |
| Phanor, Aniel | \$21.00 | \$31.50 |
| Philius, Grady | \$18.50 | \$27.75 |
| Philemons, Kechener | \$22.50 | \$33.75 |
| Regisme, Duquene | \$21.00 | \$31.50 |
| Rodriguez, Araceli | \$18.50 | \$27.75 |
| Thomas, Gregory | \$18.50 | \$27.75 |
| Truck Driver | \$24.20 | \$36.30 |
| Clemmons Sr., Derrick | \$21.50 | \$32.25 |
| Feliciano, Eddie | \$23.32 | \$34.98 |
| Leon, Zovlo | \$25.00 | \$37.50 |
| Miller, Howard | \$27.17 | \$40.76 |
| Tracy, Steven | \$24.00 | \$36.00 |



CONSTRUCTION REQUEST FOR INFORMATION

| | | | |
|--------------------------------------|--|--|------------------------------|
| RFI #: 45 | CONTRACTOR COMPANY: Rosso Site Development | RFI REQUESTER: | RFI DATE: 12/14/22 |
| PROJECT NAME: Barfield Hwy | OWNER: City of Pahokee | PROJ #: City: 2020-07 RSD: 01-20037 | |

REQUESTED INFORMATION/CLARIFICATION:

See Johnson Davis RFI regarding Existing Drainage Conflict at 3rd St.

RESPONSE:

Move S-127A to the pipe location. See email
Response below.
Robert Audette, PE



REQUEST FOR INFORMATION

12/14/2022

Rosso Site Development
1302 South J Street
Lake Worth, FL 33460
Attn: James Washington

JOB NAME: Barfield Hwy
RE: 3rd Street Conflict

J-D RFI #: 21
J-D JOB #: 41792

Question:

See attached drawing from the field on how to proceed with the conflict at 3rd Street. Johnson-Davis is proposing an additional Square Box to be added within the new truck line of 24"x28" ERCP to accomadate the existing drainage coming in from the West. Please advise.

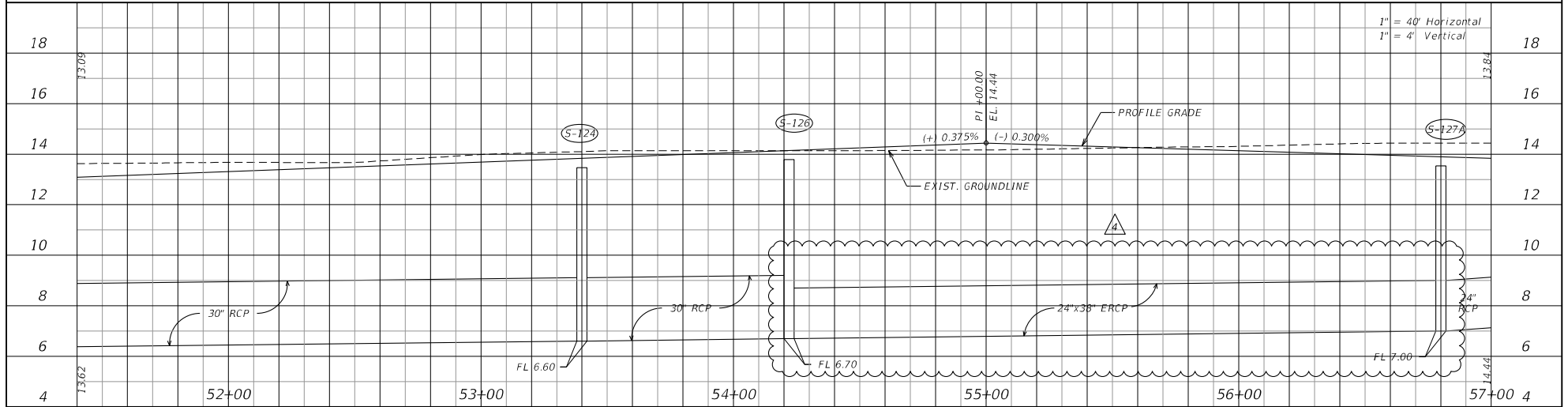
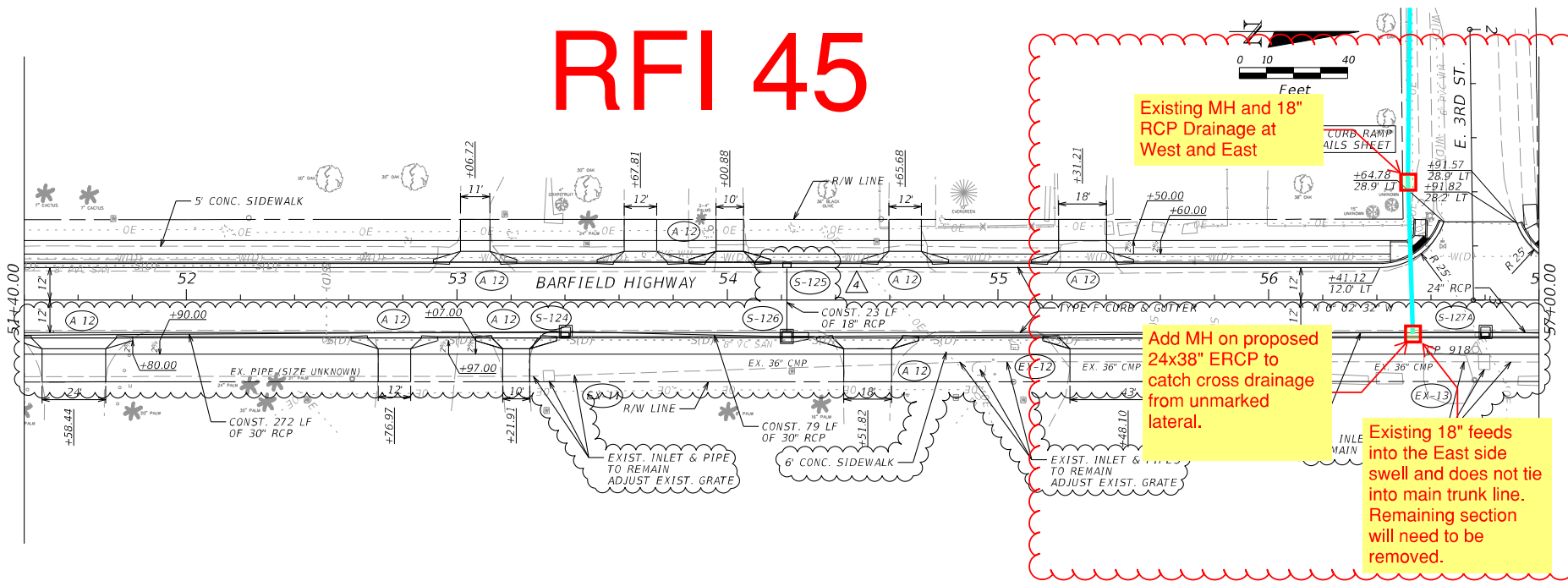
Answer:

Submitted by:

Chad Rawlinson

Chad Rawlinson
Project Manager

RFI 45



| REVISIONS | | DESCRIPTION | RODERICK MYRICK, P.E. P.E. LICENSE NUMBER 56969 AE ENGINEERING, INC. 219 N. NEWMAN STREET, 4TH FLOOR JACKSONVILLE, FL 32202 CERTIFICATE OF AUTHORIZATION: 27212 | CITY OF PAHOKEE | | | SHEET NO. 18 |
|-----------|-----------------------------------|-------------|--|-----------------|----------------|----------------------|-----------------|
| DATE | DESCRIPTION | | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| 8-15-2022 | Δ MODIFIED SIDEWALK AND DRAINAGE. | | | PALM BEACH | 442030-1-54-01 | | |

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Robert Audette

From: Charlie Tran <ctran@aeengineeringinc.com>
Sent: Thursday, December 15, 2022 4:01 PM
To: Robert Audette
Cc: Rod Myrick; Jongelene Adams; Mohammad Farhadtooski
Subject: Re: Barfield Hwy - 20037-45 RFI_Conflict at 3rd St.pdf FIN 442030-1-54-01; G-1753

I would recommend to relocate S-127A to that location, so we don't need a new manhole. I'm not in front of my computer, so I will look into it tonight and confirm.
Thanks,

Get [Outlook for iOS](#)

From: Robert Audette <raudette@momentumcei.com>
Sent: Thursday, December 15, 2022 8:33:54 AM
To: Charlie Tran <ctran@aeengineeringinc.com>
Cc: Rod Myrick <rod@aeengineeringinc.com>; Jongelene Adams <jadams@cityofpahokee.com>; Mohammad Farhadtooski <mfarhadtooski@momentumcei.com>
Subject: FW: Barfield Hwy - 20037-45 RFI_Conflict at 3rd St.pdf FIN 442030-1-54-01; G-1753

Hi Charlie,

Please review and advise if the proposed solution is acceptable.

Thanks,

Robert
Cell: (786) 397-3521

From: James Washington <JWashington@rossositedevelopment.com>
Sent: Wednesday, December 14, 2022 4:17 PM
To: Robert Audette <raudette@momentumcei.com>
Cc: Mohammad Farhadtooski <mfarhadtooski@momentumcei.com>; Cornelius Wells <cwells@rossositedevelopment.com>; Blair Simpson <BSimpson@rossositedevelopment.com>; Julie Eimers <jeimers@rossositedevelopment.com>; Lewis, James <James.Lewis@dot.state.fl.us>; Michael N. Rezk <mrezk@pbcwater.com>; Chad Rawlinson (crawlinson@johnsondavis.com) <crawlinson@johnsondavis.com>; Edric Martin (emartin@johnsondavis.com) <emartin@johnsondavis.com>
Subject: Barfield Hwy - 20037-45 RFI_Conflict at 3rd St.pdf

Robert,

See attached RFI. Please respond ASAP. There will be additional cost associated with the proposed solution.

James L. Washington Jr.
Project Manager
Address : 1302 South J Street
Lake Worth, FL 33460
Cell : (561) 818-4191

Office : (561) 689-0889

Email : JWashington@Rossositedevelopment.com

Section I, Item C.



External Email: Exercise Caution!



Labor Burden, Bond & General Liability Breakdown


Appendix 'C'



LABOR BURDEN

| FICA | FUTA | SUTA | WC | RETIREMENT BENEFITS | MEDICAL | HOLIDAY / VACATION / SICK | Total |
|--------------|--------------|--------------|---------------|----------------------------|----------------|----------------------------------|---------------|
| 7.65% | 0.60% | 1.08% | 13.39% | 4.00% | 17.44% | 7.30% | 51.46% |

In agreement with FDOT Specification section 4-3.2.1. As an officer or director of Rosso Site Development, Inc. I certify the above rates to be true and accurate.


 Blair Simpson-VP

5-19-22
 Date



Bond & General Liability Insurance Breakdown

| | |
|-------------------|-------|
| Bond Percentage | 1.44% |
| General Liability | .648% |



Radise
Vendor Quote

Appendix 'D'



**ATTACHMENT A
SCOPE AND ESTIMATED TIME & MATERIALS BUDGET
QUALITY CONTROL TESTING SERVICES**

Section I, Item C.

**FDOT - RECONSTRUCTION OF THE CITY OF PAHOKEE BARFIELD HIGHWAY
CONTRACT PERIOD: 5 DAYS**

Thursday, November 17, 2022

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|---|--|----------|------|-----------------|--------------------|
| QC Management, Field Inspection & Related Field Testing - Estimate 1 Weeks | | | | | |
| 1 | CTQP Earthwork Level 2 & Concrete Technician - <i>on an as needed basis for approximately 1 Week</i> | 40 | Hour | \$ 47.00 | \$ 1,880.00 |
| 2 | Overtime CTQP Level 2 Earthwork & Concrete Technician | | Hour | \$ 70.50 | \$ - |
| 3 | QC Manager - Density Logbook Review | 2 | Hour | \$ 70.00 | \$ 140.00 |
| | | | | Subtotal | \$ 2,020.00 |
| Project Management and Engineering Support Services (Task 1 & 2) 12% | | | | | |
| 4 | Professional Services/Project Management (12%) A twelve percent (12%) Project Management fee will be included with each invoice for field coordination, report preparation, data review and submittal of signed and sealed reports | 12% | | | \$ 242.40 |
| QUALITY CONTROL INSPECTION AND TESTING SERVICES ESTIMATED TOTAL: | | | | | \$ 2,262.40 |

NOTES /ASSUMPTIONS

- A-1 Work performed on weekends, holidays, before 7:00 am, after 5:00 pm or over 8 hours per day per person will be charged at 1.5 times the normal unit rates
- A-2 3 hour minimum charge per trip
- A-3 A cancellation charge of 2 hour of the personnel time will apply to each scheduled site visit that is cancelled without a four (4) hour notice.
- A-4 Travel time is portal to Portal from our Riviera Beach Office

Prorated Cost based off of two days of testing

Line item1 = 16hrs x 47
 Line Item3 = 2hrs x 70
 Line Item4 = 12%
 Total = \$999.04



Atlas Surveying
Vendor Quote

Appendix 'E'

Atlas Surveying & Mapping, Inc.
612 Skylake Dr.
West Palm Beach, Fl, 33415
Office 561-640-4069
Cell: 754-224-7441
email: mjc2239@gmail.com

January 3, 2023

CHANGE ORDER # 9 (RFI 45)

Rosso Site Development

RE: Agreement for Professional Land Surveying Services
And Construction Stake-out Services for the
Construction of Barfield Highway

In accordance with your request, this agreement between Atlas Surveying & Mapping Inc. ("CONSULTANT") and Rosso Site Development ("CLIENT") for professional surveying services is submitted for your consideration and approval.

ADDITIONAL SURVEYING & MAPPING SERVICES

RFI 45 - DRAINAGE STRUCTURE REVISION

FIELD & OFFICE

Total CO #9 Lump Sum \$ 1,000.00

As to CONSULTANT

As to CLIENT

Atlas Surveying & Mapping Inc.

Rosso Site Development

Kenneth Drury, P.S.M.

President

Date:_____

Name

Title

Date:_____



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, CITY MANAGER
FROM: Jongelene Adams
SUBJECT: Community & Economic Development Department
DATE: 14th April 2023

GENERAL SUMMARY/BACKGROUND:

Barfield Highway Change Order #22 – This change order is for Barfield Highway Reconstruction. The change order is for compensation to Rosso Site Development watermain grouting work north of 4th street.

The subcontractor requested to abandon the old watermain by grouting it in lieu of removing the old watermain.

Rosso is entitled to 100% of the \$18,585.00 to perform and complete the work. This cost for grouting will be offset by underrunning the pipe removal pay item. The removal unit price is higher than the cost to grout. This process will yield PBCWUD a net saving.

BUDGET IMPACT: \$18,585.00 is approved and granted by PBCWUD for this alternative solution.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this change order #22.

ATTACHMENTS:

- Change Order #22
- Resolution 2023 - 20

RESOLUTION 2023 - 20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA APPROVING CHANGE ORDER NO. 22, ATTACHED HERETO AS EXHIBIT "A", RELATING TO CITY OF PAHOKEE RESOLUTION #2016-20 FOR COORDINATION OF ROAD AND UTILITY CONSTRUCTION FOR THE BARFIELD HIGHWAY RECONSTRUCTION PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2016-20, adopted by the City Commission of the City of Pahokee, Florida ("CITY") on September 14, 2016, the City approved the Interlocal Agreement with Palm Beach County to fund the reconstruction of Barfield Highway in the amount of \$1,046,389.63, to be reimbursed to the City; and

WHEREAS, a change order is necessary to compensate Rosso Site Development for the watermain grouting work to be performed North of 4th Street; and

WHEREAS, approval of the Change Order would authorize the subcontractor to grout the watermain in lieu of removing of the watermain for which the price of pipe removal is higher than the grouting; and

WHEREAS, the City Commission of the City of Pahokee finds that a Change Order is necessary to compensate the contractor in the amount of \$18,585.00 for grouting of the existing watermain North of 4th Street rather than removing the watermain.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS IT FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby confirmed as being true, and the same are hereby made a specific part of this resolution.

Section 2. Authorization of Change Order. The City Commission of the City of Pahokee hereby approves Change Order #22 to compensate Rosso Site Development for watermain grouting work north of 4th street in the amount of \$18,585.00.

Section 3. Authorizing City Manager. The City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this _____ day of April 2023.

ATTEST

Keith W. Babb, Jr., Mayor

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved By: _____

Seconded By: _____

Vote:

| | | |
|-----------------------|-------------|------------|
| Commissioner Boldin | _____ (Yes) | _____ (No) |
| Commissioner Gonzalez | _____ (Yes) | _____ (No) |
| Commission Perez | _____ (Yes) | _____ (No) |
| Vice Mayor Murvin | _____ (Yes) | _____ (No) |
| Mayor Babb | _____ (Yes) | _____ (No) |

EXHIBIT "A"
CHANGE ORDER #22



CHANGE ORDER #22

Project: Barfield Highway Reconstruction
Date of Issuance: 02/27/2023
Owner: City of Pahokee
Project Engineer: Momentum CEI
Consultant/Contractor: Rosso Site Development

Project No: FM# 442030-1-31-01
Effective Date: 4/25/2023

Purpose of Change Order:

This change order #22 is for Barfield Highway Reconstruction. The change order is for compensation to Rosso Site Development (contractor) for grouting of the existing watermain in lieu of removing the watermain.

This change order is for the abandonment of the old watermain via grouting it in lieu of removing the watermain at the section north of 4th street.

Rosso Site Development is entitled to 100% of the \$18,585.00 for the grouting of the watermain as an alternative to removal of the pipe. This cost will be offset by underrunning the pipe removal pay item. The unit price for removal is higher than the grouting, therefore, this will yield PBCWUD a net savings.

PBCWUD has given approval on funding of the \$18,585.00. There will not be any additional days for this change order.

Attachment:

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining the change is:
Change Price:

- Unit Price
Lump Sum
Other

Method of determining the change is:
Change Times:

- Contractor's records
Engineer's records
Other

Increase/Decrease) in Contract Price:
\$18,585.00- cost covered by PBCWUD

Increase/Decrease in Contract Times:
Substantial Completion: days
Ready for final payment: days

If the change involves an increase, the amount is not to be executed without further authorization

If the change involves an increase, the times are not to be exceeded without further authorization.



RECOMMENDED:

Robert Audette
ENGINEER

BY: 
(Authorized Signature)

AUTHORIZED:

City of Pahokee
OWNER

BY: _____
(Authorized Signature)

Entitlement Analysis

Financial Project ID: 442030-1-54-01
Contract No.: G-1753
County: Palm Beach
Description: Pahokee, Barfield Highway Reconstruction

Re: Watermain Grouting for Phase 2, North of 4th Street

Description & Analysis:

This Change Order is written to compensate the Contractor to grout an existing watermain in lieu of removal.

Grout Existing Waterline Phase 2, North of 4th Street

The underground subcontractor requested to abandon in place the old watermain by grouting it in lieu of removal. The Cost for the grout will be offset by underrunning the pipe removal pay item. The removal unit price is higher than the grout and will therefore yield a net saving to the county.

The Contractor is 100% entitled to \$18,585.00 to perform the watermain grout work as an alternative to pipe removal. No time is granted with the Change Order.



Robert Audette, P.E.
Sr. Project Engineer

1302 South J Street
Lake Worth, FL 33460



Ph: 561-689-0889
Fax: 561-689-2851

Change Order Request

| | |
|----------------------------------|----------------------------------|
| Change Order No.: <u>35 R1</u> | Owner Proj. No.: <u>2020-007</u> |
| Owner: <u>City of Pahokee</u> | RSD Proj. No.: <u>01-20037</u> |
| Project: <u>Barfield Highway</u> | Date: <u>2/27/2023</u> |

Description: Credit to grout and abandon existing waterline in place from STA 50+00 to STA 78+65.

| # | Description | Qty | Unit | Unit Price | Total Price |
|---|--|-----|------|--------------|--------------|
| | Johnson Davis - Grout Waterline (2800Lf) | 1 | LS | \$ 18,585.00 | \$ 18,585.00 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |

Total: \$ 18,585.00

| | | |
|-------------------------------------|-----------|------------------|
| Original Contract Amt | \$ | - |
| Amount of this Change Order | \$ | 18,585.00 |
| Amount of Previous Change Order (s) | \$ | - |
| New Total Contract Amount | \$ | 18,585.00 |

Completion time extended 0 days If yes, new completion date? _____

When executed by all parties, this document will become part of the above reference construction contract.

Client Signature **Michael** Digitally signed by Michael N. Rezk, PE, PMP.
 Client Printed **N. Rezk, PE, PMP.** Date: 2023.03.10 16:42:38 -05'00'

Digitally signed by Blair Simpson
 DN: cn=Blair Simpson, o=Rosso Site Development, ou, email=bsimpson@rossositedevelopment.com, c=US
 Date: 2023.03.27 12:19:57 -04'00'

Revisions

| # | Date | By | Description |
|---|-----------|-----|------------------|
| 1 | 2/20/2023 | JLW | Reduce JD Cost |
| 2 | 2/27/2023 | JLW | Added RSD Markup |
| | | | |

1302 South J Street
Lake Worth, FL 33460



Ph: 561-689-0889
Fax: 561-689-2851

CHANGE ORDER BREAKDOWN

Description of work: Credit to grout and abandon existing waterline in place from STA 50+00 to STA 78+65.

CO #: 35 R1

| EQUIPMENT | | | | | |
|-------------------------|-----------------------|-----|------|-----------|---------------|
| # | Description | Qty | Unit | Unit Cost | Total Cost |
| 1 | Loader | | HR | \$62.50 | \$0.00 |
| 2 | Tractor | | HR | \$40.38 | \$0.00 |
| 3 | Roller | | HR | \$56.12 | \$0.00 |
| 4 | Mixer | | HR | \$202.61 | \$0.00 |
| 5 | Grader | | HR | \$79.95 | \$0.00 |
| 6 | Backhoe | | HR | \$93.41 | \$0.00 |
| 7 | Water Truck | | HR | \$37.98 | \$0.00 |
| 8 | Dozer | | HR | \$73.93 | \$0.00 |
| 9 | Paver | | HR | \$61.50 | \$0.00 |
| 10 | Paving Roller | | HR | \$40.38 | \$0.00 |
| 11 | Broom | | HR | \$49.97 | \$0.00 |
| 12 | Excavator (30,000 lb) | | HR | \$109.04 | \$0.00 |
| 13 | Excavator (70,000 lb) | | HR | \$169.32 | \$0.00 |
| 14 | Tamp | | HR | \$19.50 | \$0.00 |
| 15 | Saw | | HR | \$19.50 | \$0.00 |
| 16 | Pick-Up Truck | | HR | \$32.46 | \$0.00 |
| 17 | Dump Truck | | HR | \$65.00 | \$0.00 |
| 18 | Curb Machine | | HR | \$58.75 | \$0.00 |
| Equipment Subtotal | | | | | \$0.00 |
| Markup 0.150 | | | | | \$0.00 |
| EQUIPMENT TOTAL: | | | | | \$0.00 |

| LABOR | | | | | |
|-------------------------|---|-----|------|-----------|---------------|
| # | Description | Qty | Unit | Unit Cost | Total Cost |
| 1 | Superintendent (w/ Pick-Up) | | HR | \$108.75 | \$0.00 |
| 2 | Foreman (w/ Pick-Up) | | HR | \$84.20 | \$0.00 |
| 3 | Operator-Road Crew | | HR | \$38.06 | \$0.00 |
| 4 | Laborer-Road Crew | | HR | \$20.79 | \$0.00 |
| 5 | Operator-Underground Crew | | HR | \$36.24 | \$0.00 |
| 6 | Pipe Layer, Tailman, Laborer-Underground Crew | | HR | \$26.32 | \$0.00 |
| 7 | Curb Machine Operator-Concrete Crew | | HR | \$43.50 | \$0.00 |
| 8 | Finisher-Concrete Crew | | HR | \$32.61 | \$0.00 |
| 9 | Former/Laborer-Concrete Crew | | HR | \$23.65 | \$0.00 |
| 10 | | | HR | | \$0.00 |
| 11 | | | HR | | \$0.00 |
| Labor Subtotal | | | | | \$0.00 |
| Burden 0.5156 | | | | | \$0.00 |
| Markup 0.150 | | | | | \$0.00 |
| LABOR TOTAL: | | | | | \$0.00 |

| MATERIAL | | | | | |
|------------------------|-------------|-----|------|-----------|---------------|
| # | Description | Qty | Unit | Unit Cost | Total Cost |
| 1 | | | LS | | \$0.00 |
| 2 | | | LS | | \$0.00 |
| 3 | | | | | \$0.00 |
| 4 | | | | | \$0.00 |
| 5 | | | | | \$0.00 |
| 6 | | | | | \$0.00 |
| 7 | | | | | \$0.00 |
| Material Subtotal | | | | | \$0.00 |
| Markup 0.150 | | | | | \$0.00 |
| MATERIAL TOTAL: | | | | | \$0.00 |

| SUBCONTRACTORS | | | | | |
|-----------------------------|---|-----|------|-------------|--------------------|
| # | Description | Qty | Unit | Unit Cost | Total Cost |
| 1 | Johnson Davis - Grout Phase 2 Waterline | 1 | LS | \$17,700.00 | \$17,700.00 |
| 2 | | 1 | LS | | \$0.00 |
| 3 | | 1 | LS | | \$0.00 |
| 4 | | 1 | LS | | \$0.00 |
| 5 | | 1 | LS | | \$0.00 |
| 6 | | 1 | LS | | \$0.00 |
| 7 | | 1 | LS | | \$0.00 |
| Subcontractor Subtotal | | | | | \$17,700.00 |
| Markup 0.05 | | | | | \$885.00 |
| SUBCONTRACTOR TOTAL: | | | | | \$18,585.00 |

Equipment Total: \$0.00
 Labor Total: \$0.00
 Material Total: \$0.00
 Subcontractors Total: \$18,585.00

Bond & General Liability Insurance:
 MOT: \$0.00
 Total: \$18,585.00



Johnson Davis
Subcontractor Quote

Appendix 'A'



CHANGE ORDER REQUEST

2/6/2023

Rosso Site Development
1302 South J Street
Lake Worth, FL 33460
Attn: Blair Simpson

JOB NAME: Barfield Hwy
RE: Grout fill Abandon 6" Water Main - 2800 LF

J-D COR #: 35
J-D JOB #: 41792

Blair,
This is the current cost to grout fill the existing abandoned 6" watermain line from 4th to 1st St.

DATE: TBD
TASK: Grout fill Abandon 6" Water Main - 2800 LF

| Item | Description | Quantity | UOM | Price | Amount |
|------|--|----------|-----|-------------|-------------|
| 1 | Grout fill Abandon 6" Water Main - 2800 LF | 1 | LS | \$17,700.00 | \$17,700.00 |

Please review and forward to the responsible parties for authorization.
As always, should there be any questions, please feel free to contact our office.

Sincerely,

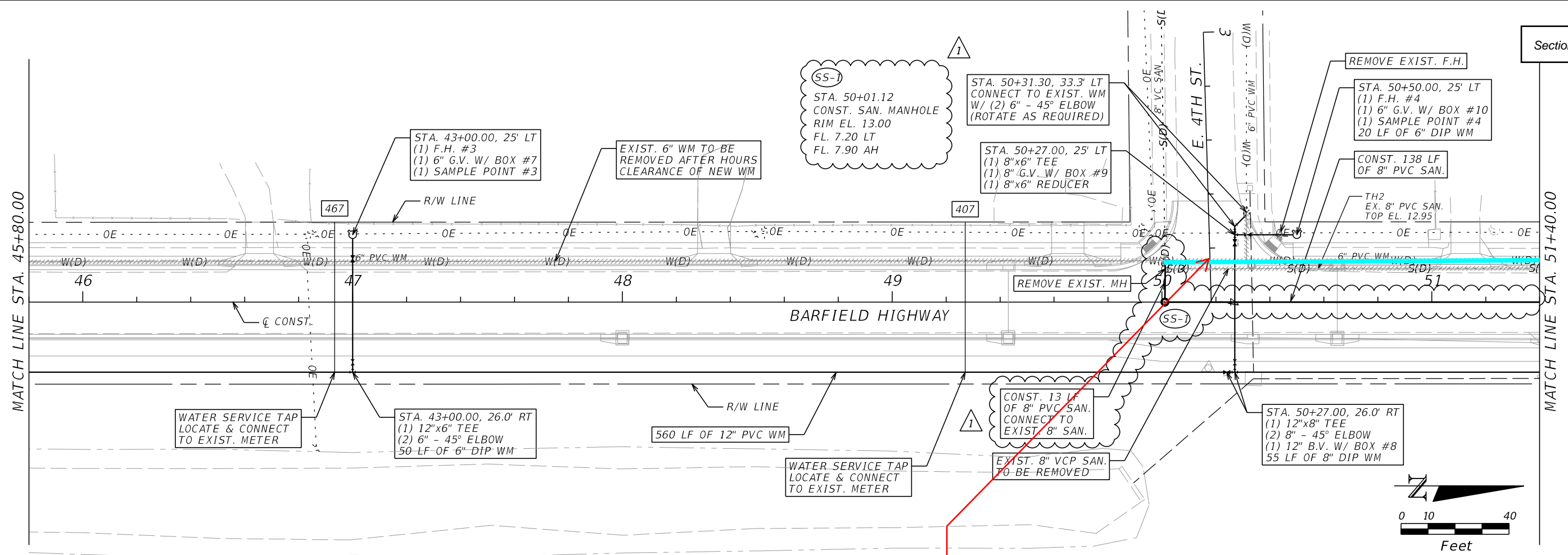
Chad Rawlinson

Chad Rawlinson
Project Manager

**Barfield Hwy
Johnson-Davis Change Order Request #35**

Grout fill Abandon 6" Water Main - 2800 LF

| ITEM | DESCRIPTION | QTY | UNIT | UNIT PRICE | EXTENSION |
|---------------------------------|---------------------------------------|------------|-------------|-------------------|---------------------|
| 01 | 7 Man Pipe Crew (3 DAYS) | 1 | LSU | \$ 12,000.00 | \$ 12,000.00 |
| 02 | Non-Excavatable Grout & Vent Material | 1 | LSU | \$ 3,876.08 | \$ 3,876.08 |
| 03 | Concrete Pumping Sub | 1 | LSU | \$ 1,823.98 | \$ 1,823.98 |
| | Rounding | | | | \$ (0.06) |
| Change Order Request #35 | | | | | \$ 17,700.00 |



Grout and Abandon
in place

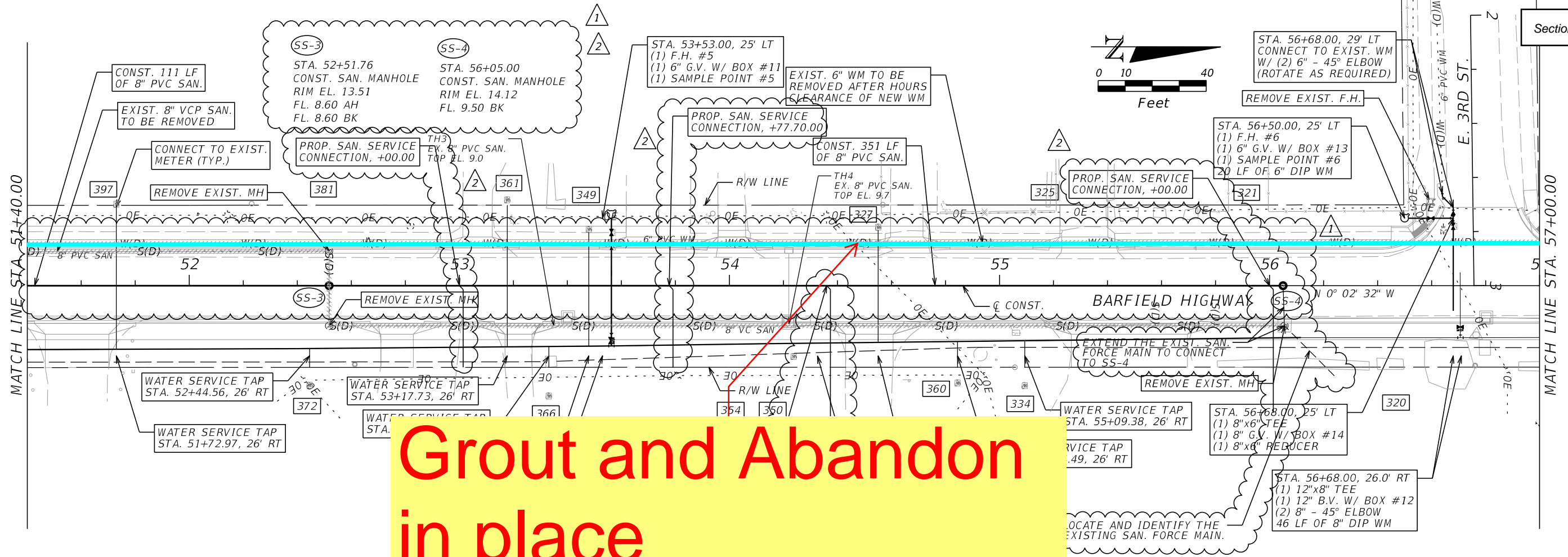


| REVISIONS | | | |
|------------|-----------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| 12-20-2021 | Δ REVISED SS-1. | | |

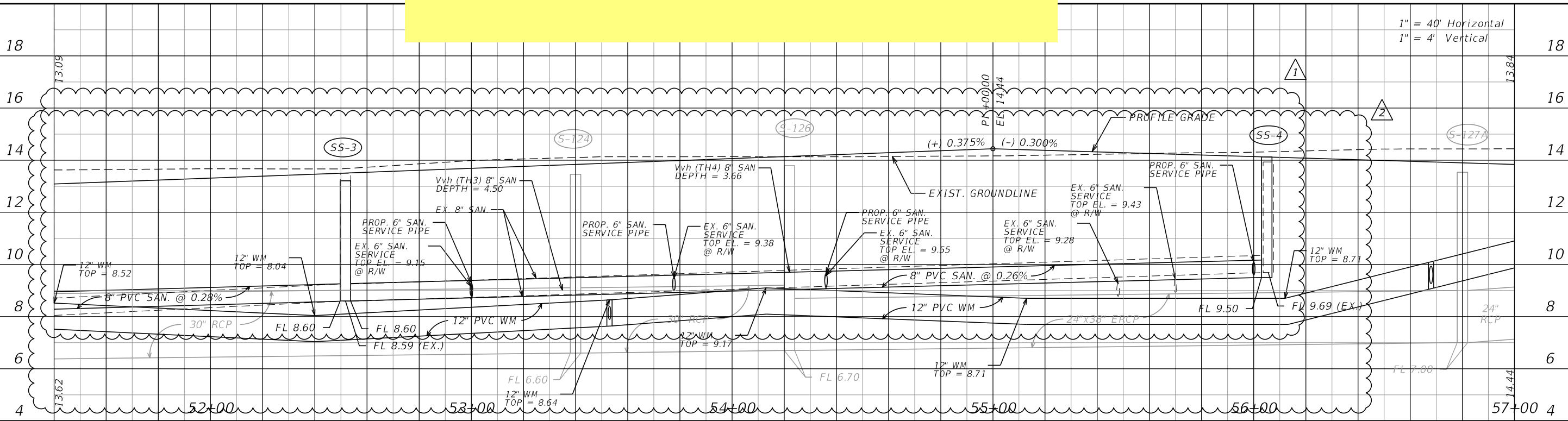
RODERICK MYRICK, P.E.
P.E. LICENSE NUMBER 56969
AE ENGINEERING, INC.
219 N. NEWNAN STREET, 4TH FLOOR
JACKSONVILLE, FL 32202
CERTIFICATE OF AUTHORIZATION: 27212

| CITY OF PAHOKEE | | |
|-----------------|------------|----------------------|
| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
| | PALM BEACH | 442030-1-54-01 |

| WATER MAIN REPLACEMENT PLAN - PROFILE | |
|--|----|
| SHEET NO. | 93 |
| W-13 | |



Grout and Abandon
in place



| REVISIONS | |
|------------|--|
| DATE | DESCRIPTION |
| 12-20-2021 | REMOVED SS-2 AND REVISED SS3 AND SS-4. |
| 10-10-2022 | ADDED SANITARY SERVICE PIPE. EXTEND/CONNECT EXIST. FORCE MAIN TO SS-4. |

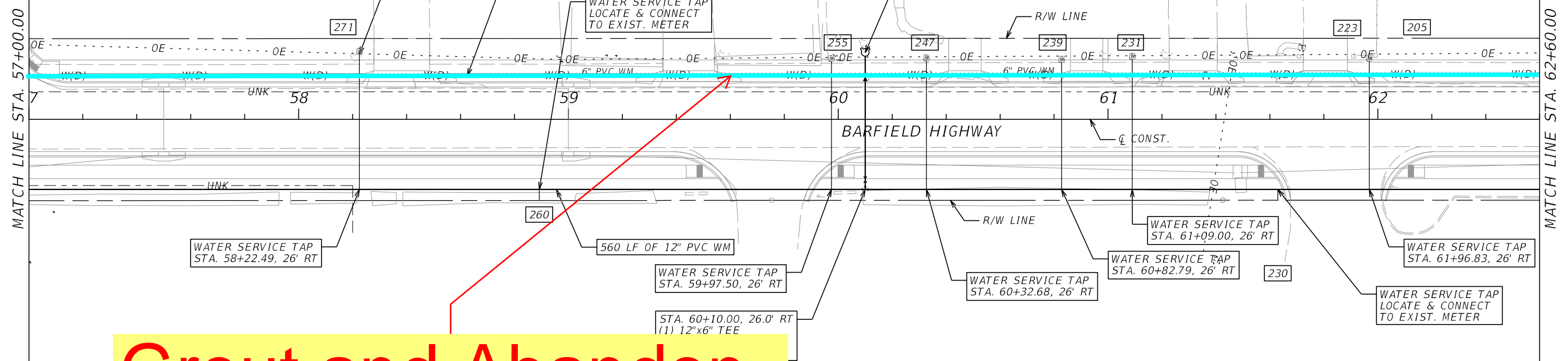
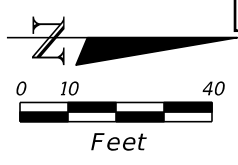
RODERICK MYRICK, P.E.
P.E. LICENSE NUMBER 56969
AE ENGINEERING, INC.
219 N. NEWNAN STREET, 4TH FLOOR
JACKSONVILLE, FL 32202
CERTIFICATE OF AUTHORIZATION: 27212

| | | |
|------------------------|------------|----------------------|
| CITY OF PAHOKEE | | |
| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
| | PALM BEACH | 442030-1-54-01 |

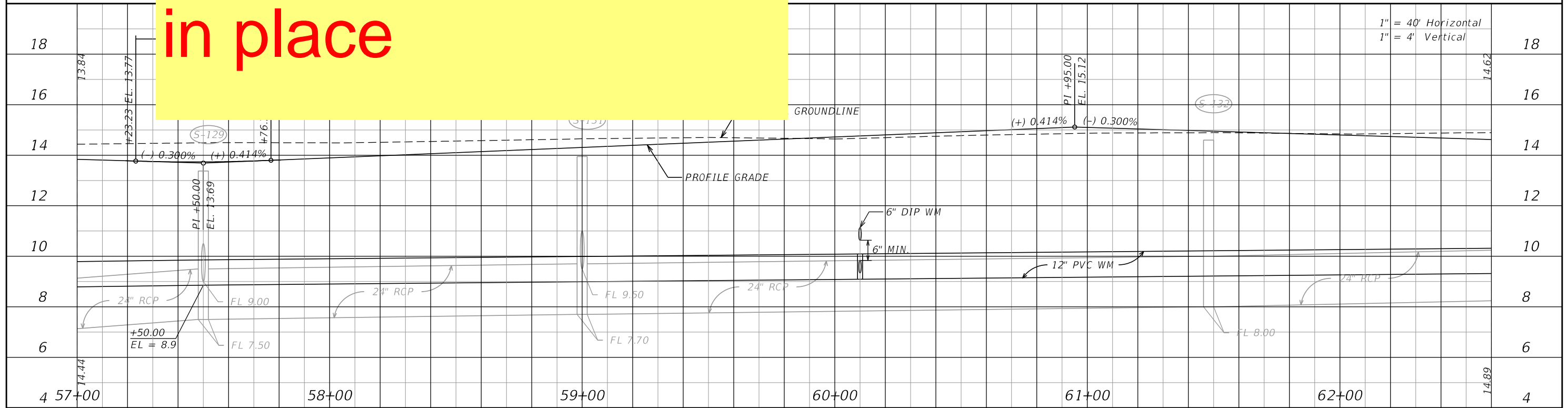
**WATER MAIN REPLACEMENT
PLAN - PROFILE**

| | |
|-----------|----|
| SHEET NO. | 94 |
| W-14 | |

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Grout and Abandon
in place



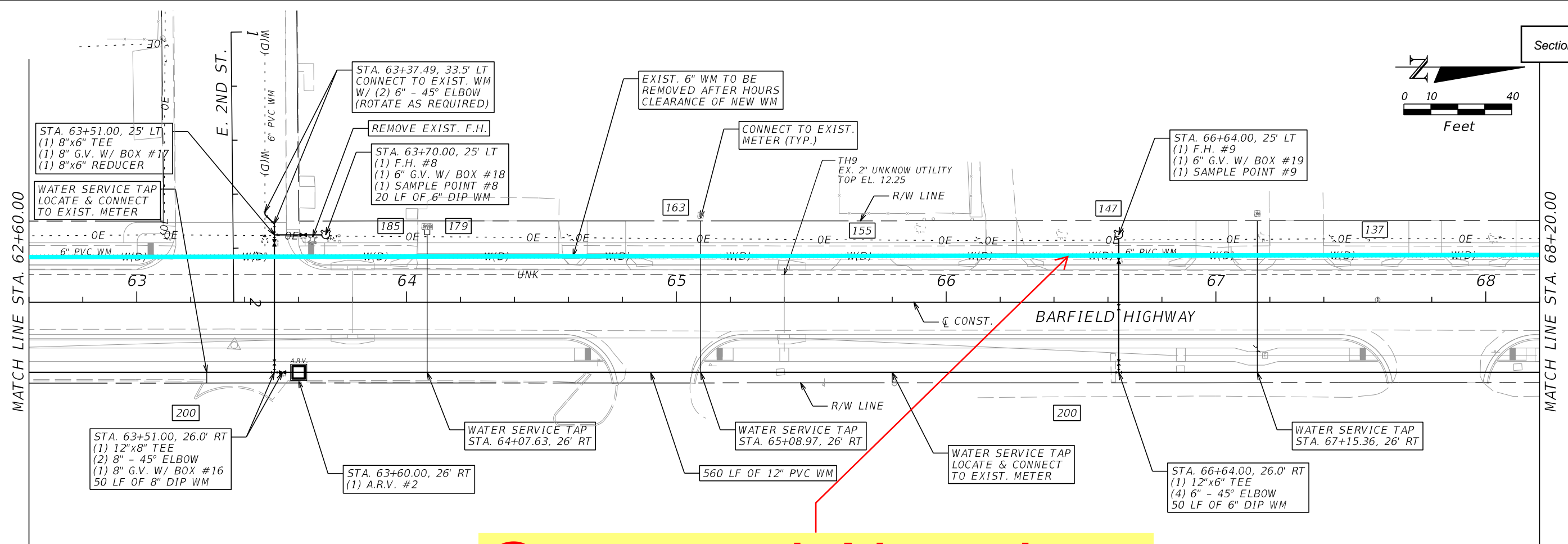
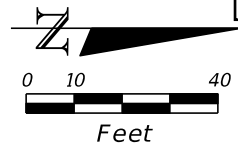
| REVISIONS | | | |
|-----------|-------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

RODERICK MYRICK, P.E.
 P.E. LICENSE NUMBER 56969
 AE ENGINEERING, INC.
 219 N. NEWMAN STREET, 4TH FLOOR
 JACKSONVILLE, FL 32202
 CERTIFICATE OF AUTHORIZATION: 27212

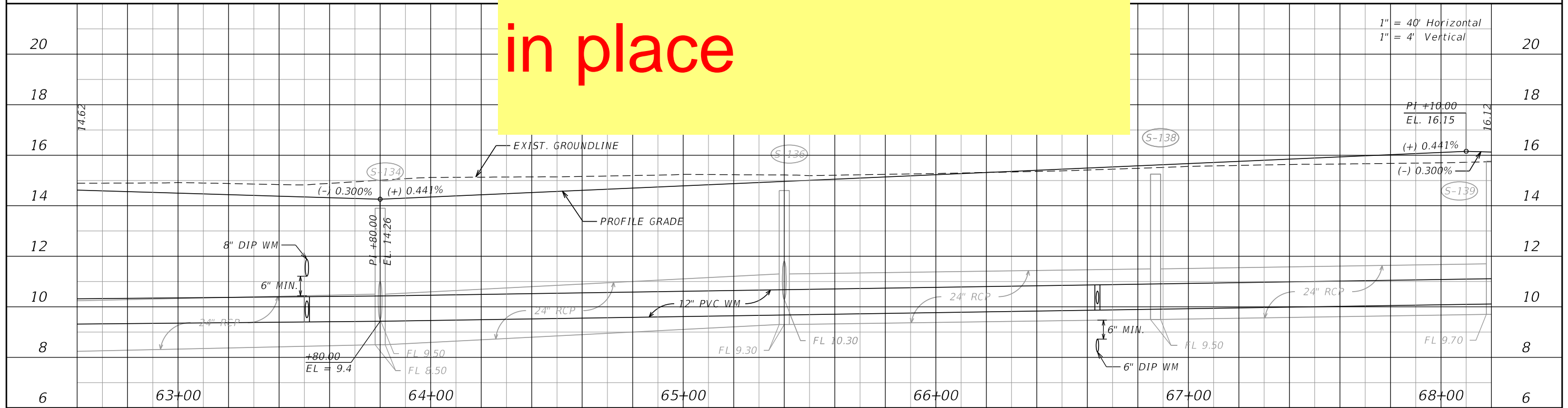
| CITY OF PAHOKEE | | |
|-----------------|------------|----------------------|
| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
| | PALM BEACH | 442030-1-54-01 |

WATER MAIN REPLACEMENT
 PLAN - PROFILE

| | |
|-----------|----|
| SHEET NO. | 95 |
| W-15 | |



**Grout and Abandon
in place**



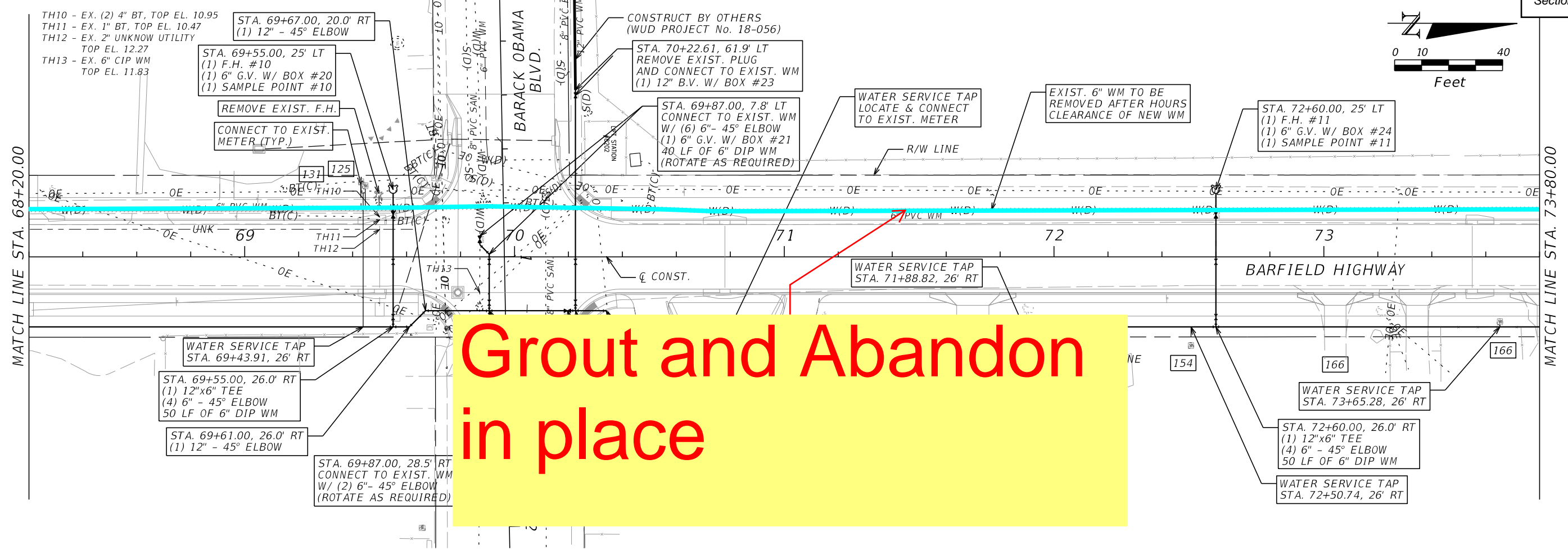
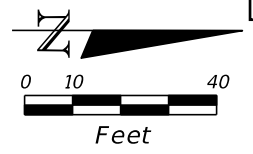
| REVISIONS | | | |
|-----------|-------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| 1/4/89 | | | |

RODERICK MYRICK, P.E.
 P.E. LICENSE NUMBER 56969
 AE ENGINEERING, INC.
 219 N. NEWNAN STREET, 4TH FLOOR
 JACKSONVILLE, FL 32202
 CERTIFICATE OF AUTHORIZATION: 27212

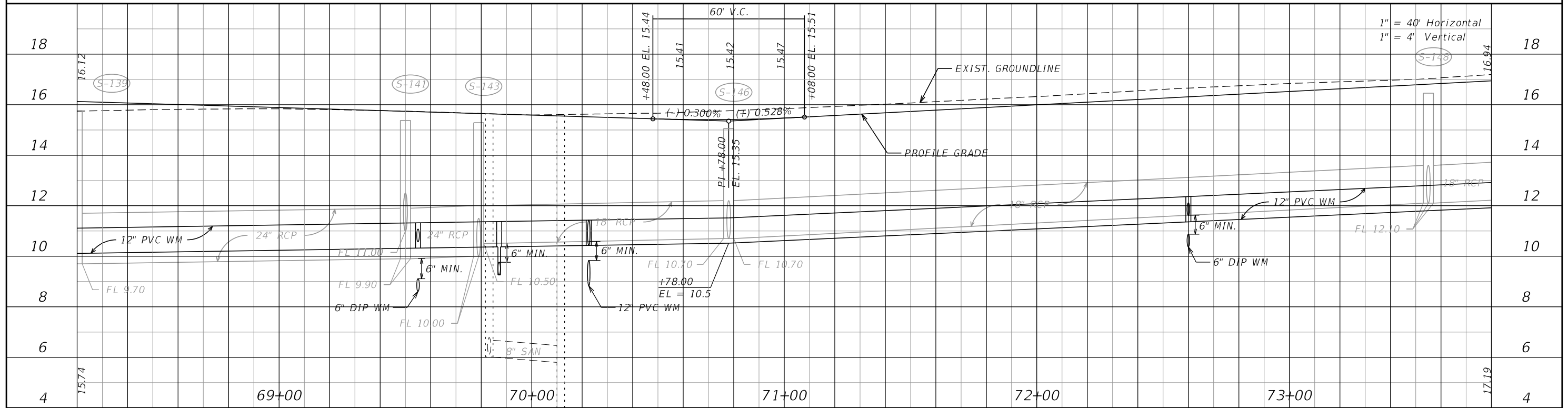
| CITY OF PAHOKEE | | |
|-----------------|------------|----------------------|
| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
| | PALM BEACH | 442030-1-54-01 |

| | | |
|--|--|-------------------------|
| WATER MAIN REPLACEMENT PLAN - PROFILE | | SHEET NO. 96 W-16 |
|--|--|-------------------------|

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Grout and Abandon
in place



| REVISIONS | | | |
|-----------|-------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

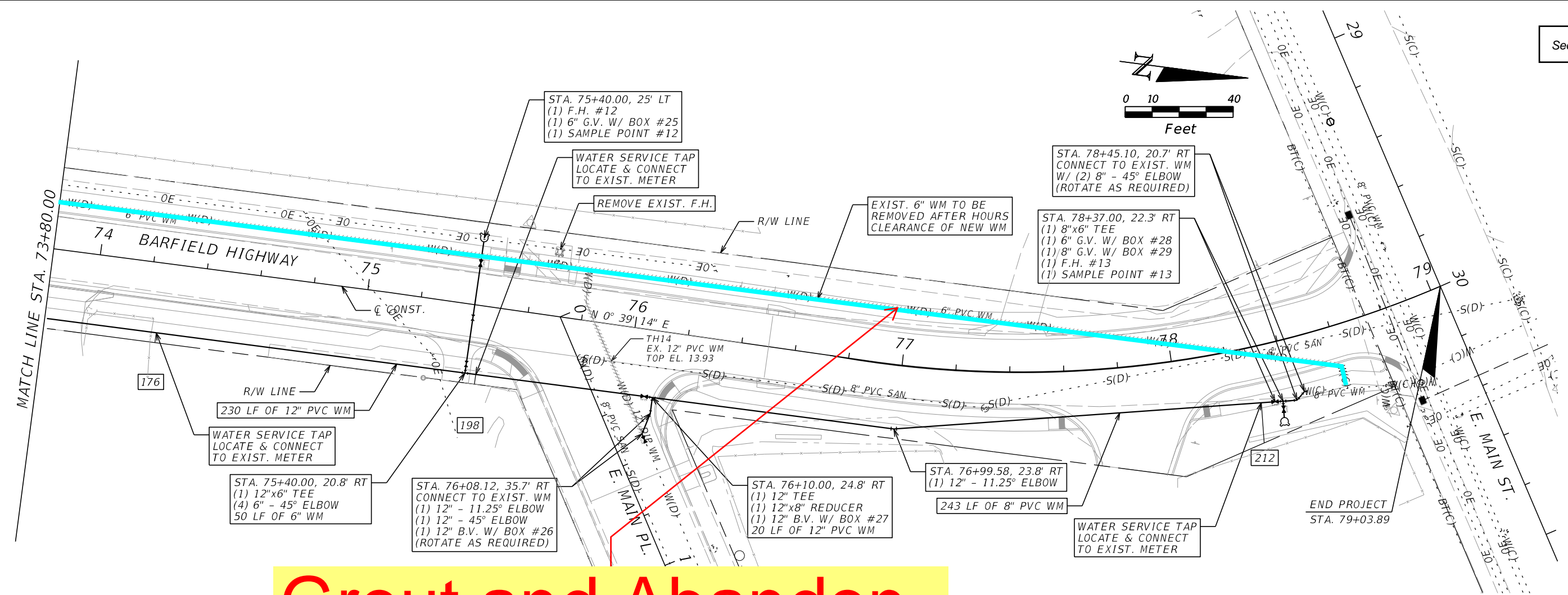
RODERICK MYRICK, P.E.
P.E. LICENSE NUMBER 56969
AE ENGINEERING, INC.
219 N. NEWNAN STREET, 4TH FLOOR
JACKSONVILLE, FL 32202
CERTIFICATE OF AUTHORIZATION: 27212

| CITY OF PAHOKEE | | |
|-----------------|------------|----------------------|
| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
| | PALM BEACH | 442030-154-01 |

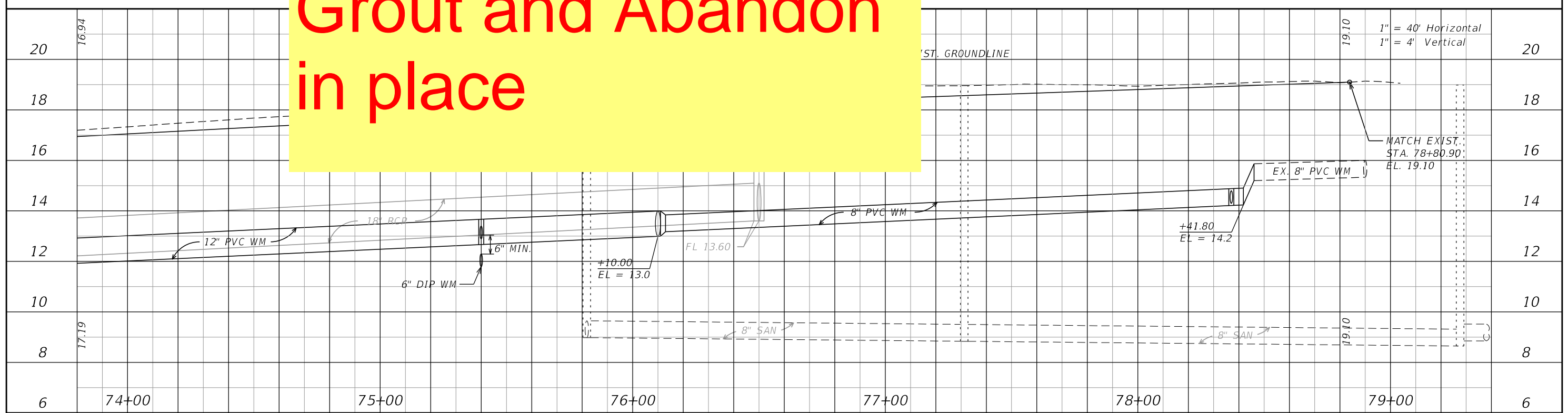
**WATER MAIN REPLACEMENT
PLAN - PROFILE**

| | |
|-----------|----|
| SHEET NO. | 97 |
| W-17 | |

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Grout and Abandon
in place



| REVISIONS | | | |
|-----------|-------------|------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

RODERICK MYRICK, P.E.
P.E. LICENSE NUMBER 56969
AE ENGINEERING, INC.
219 N. NEWNAN STREET, 4TH FLOOR
JACKSONVILLE, FL 32202
CERTIFICATE OF AUTHORIZATION: 27212

| CITY OF PAHOKEE | | |
|-----------------|------------|----------------------|
| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
| | PALM BEACH | 442030-1-54-01 |

| WATER MAIN REPLACEMENT PLAN - PROFILE | | SHEET NO. |
|--|--|-----------|
| | | 98 |
| | | W-18 |

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.