

CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting
Tuesday, October 11, 2022, 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
Vacant, Finance/Human Resources Director

[TENTATIVE: SUBJECT TO REVISION]

AGENDA

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. ADDITIONS, 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. Palm Beach County School District Status update on the local schools - Marcia Andrews, School Board Member and Angela Avery-Moore, Area Superintendent of Schools and area Principals
- 2. Village of the Glades – Pahokee: Homeless/Covid Shelter, Senior Director Yvette Branch
- [3.](#) Storm of 1928 Proclamation - Ethel Williams, Lucille Salvatore Heron, and Iris Salvatore Hodges
- [4.](#) City of Stuart - Storm of 1928 Proclamation
- [5.](#) Riquna "Bay Bay" Williams Proclamation
- [6.](#) Proclamation - Honoring County Commissioner Melissa McKinlay
- [7.](#) Proclamation - Breast Cancer Awareness Month

- F. CONSENT AGENDA**

- [1.](#) September 27, 2022 Regular Meeting Minutes

- G. OLD BUSINESS:**

discussion of existing activities or previously held events, if any

- 1. City Project Updates

- H. PUBLIC HEARING(S)**

- I. RESOLUTION(S)**

- [A.](#) RESOLUTION 2022 - 44 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 9 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.
- [B.](#) RESOLUTION 2022 - 45 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 10 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.

- C. RESOLUTION 2022 - 46 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 11 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.
- D. RESOLUTION 2022 - 47 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 12 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.
- E. RESOLUTION 2022 - 48 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ACCEPTING TWO NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANTS (NEAT) IN THE TOTAL AMOUNT OF TWENTY THOUSAND (\$20,000,00) FOR MLK AND COMMISSIONERS PARK IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
- F. RESOLUTION 2022 - 49 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE RENTAL OF CERTAIN MARINA SITES PURSUANT TO THE AGREEMENT ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.

J. NEW BUSINESS:

conversation about an activity or event upcoming, if any

K. REPORT OF THE MAYOR

L. REPORT OF THE CITY MANAGER

M. REPORT OF THE CITY ATTORNEY

N. COMMISSIONER COMMENTS

O. FOR THE GOOD OF THE ORDER

community events, feel good announcements

P. ADJOURN (BY MOTION AND APPROVAL OF MAJORITY PRESENT)

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
Honoring the Survivors
Storm of 1928*

Whereas, The Okeechobee hurricane of 1928 (San Felipe Segundo hurricane), also known as the Storm of 1928, was one of the most devastating hurricanes in the recorded history of the North Atlantic basin and greatly affected our beloved Glades community to which over 2,500 lives were lost of which 1,600 victims were buried in mass graves. Many other victims were found on September 30, 1928; and

Whereas, On this day, Friday September 16, 2022, the City of Pahokee celebrate a time-honored tradition in the Glades community and pay tribute to those who lost their lives during this catastrophic event and honor the surviving citizens who weathered the storm, Ethel Williams, Lucille Salvatore Heron, and Iris Salvatore Hodges ; and

Whereas, Ethel Williams who was born in Tyty, Georgia and moved to Pahokee, FL where she lived before moving to the Village of Indian Town where she currently resides with a host of family and friends ; and

Whereas, Ethel Williams kept her deep connection to the City of Pahokee as a long-standing and faithful member of the New Macedonia Missionary Baptist Church in Pahokee, FL.; and

Whereas, Lucille Salvatore Heron who is a proud resident of the City of Pahokee for several decades and has been a productive member of society; and

Whereas, Lucille Salvatore Heron bravery and courage to tell her family's story will forever be an inspiration for generations to come ; and

Whereas, Iris Salvatore Hodges who is a life-long resident of the City of Pahokee and has been an inspiration to survivors and women alike has contributed in more ways then one while sharing her story and serving as inspiration to many women alike ; and

NOW, THEREFORE, be it resolved, on behalf of the City Commission and the Citizens of Pahokee, that by the virtue of the authority vested in me as Mayor of Pahokee do hereby extend this Proclamation of Recognition to Ethel Williams, Lucille Salvatore Heron, and Iris Salvatore Hodges in honor of the lives they have impacted through their will to live.

“Thank you Ethel Williams, Lucille Salvatore Heron, and Iris Salvatore Hodges for being an inspiration to us all. ”

Pass and Adopted this 27th day of September, 2022

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Clara Murvin

Vice Mayor Clara Murvin

Juan Gonzalez

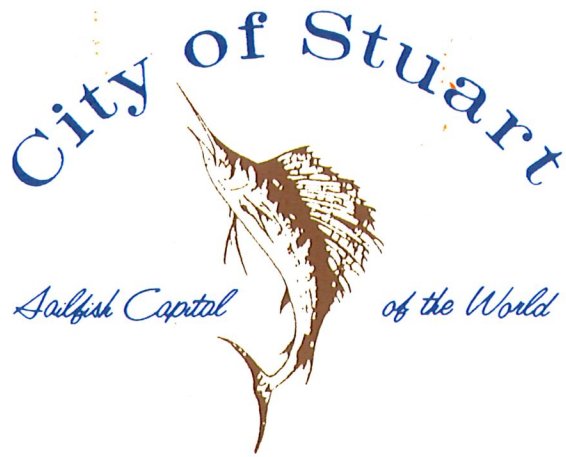
Commissioner Juan Gonzalez

Derrick Boldin

Commissioner Derrick Boldin

Sara Perez

Commissioner Sara Perez



**PROCLAMATION
IN MEMORIAM
OF THE 1928 OKEECHOBEE HURRICANE**

WHEREAS, in the early hours of September 17, 1928, the “Okeechobee Hurricane,” or the “San Felipe Segundo Hurricane” as it had been called when the same storm hit Puerto Rico, came ashore at West Palm Beach, and struck the Eastern coastline of Florida as what today is known as a Category 5 storm, causing devastation throughout its path; and

WHEREAS, nearly 3,000 people, mostly non-white migrant workers, died when the storm surge broke the earthen dike on the south side of Lake Okeechobee, flooding an area covering hundreds of square miles, and spread over Belle Glade, Chosen, Pahokee, South Bay, and Bean City; and

WHEREAS, a year after the disaster the Okeechobee Flood Control District was created to work with the U.S. Army Corps of Engineers to build the Herbert Hoover Dike, along with thousands of miles of man-made canals to help manage water overflow from Lake Okeechobee.

NOW, THEREFORE I, TROY MCDONALD, Mayor of the City of Stuart, Florida, do hereby

**HONOR IN MEMORIAM THOSE PIONEERS WHO LOST
THEIR LIVES IN THE DISASTROUS 1928 OKEECHOBEE HURRICANE**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 12th day of September, 2022.



TROY MCDONALD
MAYOR

Proclamation

"Recognizing Riquna "Bay Bay" Williams"



WHEREAS, Riquna "Bay Bay" Williams was born on March 28, 1990, in Pahokee, Florida; and

WHEREAS, she was raised by her grandmother, Shirley T. Williams, and mother, Shirley Ann Williams; and

WHEREAS, Riquna is the youngest of five siblings: Riqina Jones, Ricky Williams, Joshua Jones, and Solomon Williams; and

WHEREAS, she attended and graduated from Pahokee Middle/Senior High School. Riquna was elected team MVP and captain by teammates both junior and senior seasons, and was named First Team All-State during senior season; and

WHEREAS, Riquna's collegiate career began at the University of Miami, from 2008-2012. At the close of her collegiate career, she ranked first in Miami's history in three pointers made and attempted; and

WHEREAS, on April 16, 2012, Riquna was drafted by Tulsa in the second round of the 2012 WNBA Draft. She was named to the WNBA All Rookie Team; and

WHEREAS, she was named WNBA Sixth Woman of the Year in 2013 and she was named to the Western Conference All-Star Team in 2015; and

WHEREAS, Riquna was traded to Los Angeles in the 2016 WNBA Draft; and

WHEREAS, in 2021, she was signed to the Los Vegas Aces, as an unrestricted Free Agent and was re-signed in 2022; and

WHEREAS, on September 18, 2022, Riquna willed the Las Vegas Aces to their first WNBA championship – and her first league title.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, and on behalf of the City Commission, do hereby recognize and congratulate Riquna "Bay Bay" Williams on her stellar accomplishment.

Done this 27th day of September, 2022

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Clara Murvin

Vice Mayor Clara Murvin

Derrick Boldin

Commissioner Derrick Boldin

Juan Gonzalez

Commissioner Juan Gonzalez

Sara Perez

Commissioner Sara Perez

Proclamation



WHEREAS, Palm Beach County Commissioner Melissa McKinlay was first elected in 2014. After serving as Mayor in 2017/2018, she was re-elected without opposition. Prior to election, Commissioner McKinlay spent twenty years advocating on behalf of women, children, and families as a Legislative aide to the Palm Beach County Legislative Affairs Office, members of Congress, and the US Senate, as a volunteer and as a single mom; and

WHEREAS, Commissioner McKinlay served as the 2020-2021 President of the Florida Association of Counties and currently serves on the Board of Directors of the National Association of Counties. She is a former Chair of the National Association’s Agriculture & Rural Affairs Committee and is the only woman and Floridian to ever do so. Today, she remains a Vice Chair of the committee, as well as a member of their Immigration Reform Task Force, the past President of the Women’s Caucus, and a Board Member of their NextGen Association for young leaders; and

WHEREAS, Commissioner McKinlay also serves as the Vice Chair of the Lake Okeechobee 16-County Coalition and was recently appointed by the Biden Administration to serve on the Environmental Protection Agency’s Local Government Advisory Committee, where she also serves on the Subcommittee for Environmental Justice; and

WHEREAS, locally, she serves on the 15th Circuit State Attorney Addiction Recovery Task Force, the Transportation Planning Agency, the Board of the South Florida Fair, and as a Trustee on the Palms West Hospital Board of Trustees. Previously, Commissioner McKinlay was appointed to the Children’s Services Council, spent five years on the Executive Committee of the Business Development Board, and served on the Juvenile Justice Advisory Board; and

WHEREAS, the end of Commissioner McKinlay’s term, as a Palm Beach County Commissioner, is on November 15, 2022 and she will be missed. Be it professionally or personally, Commissioner McKinlay continued being a strong advocate for not only women, children, and families, but for Palm Beach County, with much needed attention given to the Glades area; and

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, and on behalf of the City Commission, do hereby honor and thank Palm Beach County Commissioner Melissa McKinlay for her years of service, hard work, and dedication.

Done this 11th day of October, 2022

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Clara Murvin

Vice Mayor Clara Murvin

Derrick Boldin

Commissioner Derrick Boldin

Juan Gonzalez

Commissioner Juan Gonzalez

Sara Perez

Commissioner Sara Perez

Proclamation



WHEREAS, breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and

WHEREAS, mammography, an “x-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment is believed to have significantly reduced the number of deaths caused by breast cancer; and

WHEREAS, researchers, scientists, and numerous nonprofit organizations, are dedicated to discovering the cure for breast cancer. During the month of October, we acknowledge the extraordinary commitment and effort invested in this cause; and

WHEREAS, we recognize that over two and a half million Americans are breast cancer survivors that give us hope of a better future.

NOW, THEREFORE, with support for those who continue to cope with breast cancer, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission, extend our deepest respect for survivors and those advocating for prevention and a cure and in so doing hereby proclaim October 2022 as:

“Breast Cancer Awareness Month”

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 11th day of October 2022.

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Clara Murvin

Vice Mayor Clara Murvin

Derrick Boldin

Commissioner Derrick Boldin

Juan Gonzalez

Commissioner Juan Gonzalez

Sara Perez

Commissioner Sara Perez

CITY OF PAHOKEE



MINUTES

City Commission Regular Meeting
Tuesday, September 27, 2022, 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
Vacant, Finance/Human Resources Director

[TENTATIVE: SUBJECT TO REVISION]

MINUTES

A. CALL TO ORDER

The meeting was called to order by Mayor Babb at 6:08 PM.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Merrill Noel led the invocation, followed by the Pledge of Allegiance.

C. ROLL CALL

PRESENT

Mayor Keith W. Babb, Jr.

Vice Mayor Clara Murvin

Commissioner Derrick Boldin

Commissioner Juan Gonzalez

Commissioner Sara Perez at 6:34 PM

Rodney D. Lucas, City Manager

Burnadette Norris-Weeks, City Attorney (via telephone)

Nylene Clarke, Executive Assistant (Acting City Clerk)

D. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:

Motion made by Commissioner Boldin to accept the agenda as presented, and to move item E, numbers 1-5, to the October 11, 2022 agenda. Duly seconded by Commissioner Gonzalez and passed unanimously.

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

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.

Regina Bohlen expressed concern regarding the City having a meeting during a hurricane warning.

Sharon Colvin reiterated her comment from the last meeting regarding a sign being removed.

Everett McPherson, Sr. requested the status of the ARPA funds, the vacancies in the City, and the opening of the Marina restaurant.

Motion made by Mayor Babb to place former City Attorney Brandenburg's name on the sign. Duly seconded by Commissioner Gonzalez and failed 3-1.

Voting Yea: Commissioner Gonzalez

Voting Nay: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin

Item E, numbers 1-5, were tabled until the next meeting.

1. Palm Beach County School District Status update on the local schools - Marcia Andrews, School Board Member and Angela Avery-Moore, Area Superintendent of Schools and area Principals

2. Village of the Glades – Pahokee: Homeless/Covid Shelter, Senior Director Yvette Branch
3. Storm of 1928 Proclamation - Ethel Williams, Lucille Salvatore Heron, and Iris Salvatore Hodges
4. City of Stuart - Storm of 1928 Proclamation
5. Riquna "Bay Bay" Williams Proclamation

F. CONSENT AGENDA

1. July 26, 2022 Workshop Minutes
2. July 26, 2022 Regular Meeting Minutes
3. August 9, 2022 Workshop Minutes
4. August 9, 2022 Regular Meeting Minutes
5. September 9, 2022 Workshop Minutes
6. September 12, 2022 Regular Meeting Minutes

Motion made by Commissioner Boldin to approve the Consent Agenda, items 1-6. Duly seconded by Commissioner Gonzalez and unanimously approved.

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

G. OLD BUSINESS:

Discussion of existing activities or previously held events, if any.

None.

H. PUBLIC HEARING(S)

1. RESOLUTION 2022 - 36 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A FINAL MILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Norris-Weeks read Resolution 2022-36 into record.

Mr. Lucas provided a brief overview of the resolution. He stated for the records that the Fiscal Year 2022-2023 proposed millage is 6.5419 and the Fiscal Year 2022-2023 rolled-back rate is 6.1617.

Public Hearing opened at 6:26 PM for public comment. Hearing none, it closed at 6:26 PM.

Motion made by Vice Mayor Murvin to approve Resolution 2022-36. Duly seconded by Commissioner Boldin and passed unanimously.

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

2. RESOLUTION 2022 - 37 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA RELATING TO FINANCES, PROVIDING FOR THE ADOPTION AND FUNDING OF THE FINAL MUNICIPAL BUDGET OF THE CITY OF PAHOKEE, FLORIDA IN THE AMOUNT OF \$9,638,585.00, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Norris-Weeks read Resolution 2022-37 into record.

Mr. Lucas provided a brief overview of Resolution 2022-37.

Public Hearing opened at 6:31 PM for public comment.

Regina Bohlen advised she requested a line-item breakdown of the budget, at the last meeting, and expressed concern regarding the budget.

Everett McPherson, Sr. provided comments not related to the budget, but regarding integrity.

Public Hearing closed at 6:39 PM.

Motion made by Commissioner Perez to postpone Resolution 2022-37 until another day. Duly seconded by Commissioner Gonzalez and failed by a 2-3 vote.

Voting Yea: Commissioner Gonzalez, Commissioner Perez

Voting Nay: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin

Motion made by Vice Mayor Murvin to approve Resolution 2022-37. Duly seconded by Commissioner Boldin and passed by 3-2 vote.

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

Voting Nay: Commissioner Gonzalez, Commissioner Perez

9. RESOLUTION(S)

- A. RESOLUTION - 38 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING THE OBSERVED HOLIDAYS FOR FISCAL YEAR 2022/2023 AS SET FORTH ON EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Norris-Weeks read Resolution 2022-38 into the record.

Mr. Lucas announced the proposed holidays as indicated on the resolution. Discussion ensued.

Motion made by Vice Mayor Murvin to approve Resolution 2022-38. Duly seconded by Commissioner Boldin and passed unanimously.

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

- B. RESOLUTION 2022 - 39 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE PAHOKEE MIDDLE/SENIOR HIGH SCHOOL 2022 HOMECOMING PARADE AND AUTHORIZING THE MAYOR TO APPLY FOR A PERMIT FOR THE PARADE FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Norris-Weeks read Resolution 2022-39 into the record.

Mr. Lucas provided a brief overview of Resolution 2022-39.

Motion made by Commissioner Boldin to approve Resolution 2022-39. Duly seconded by Vice Mayor Murvin and passed unanimously.

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

- C. RESOLUTION 2022 - 40 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO.7 TO RESOLUTION #2016-20 PERTAINING TO PALM BEACH COUNTY 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.

Attorney Norris-Weeks read Resolution 2022-40 into the record.

Mr. Lucas provided a brief overview of Resolution 2022-40 and Ms. Adams answered questions regarding the item.

Motion made by Vice Mayor Murvin to approve Resolution 2022-40. Duly seconded by Commissioner Boldin and passed unanimously.

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

- D. RESOLUTION 2022 - 41 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 8 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.

Attorney Norris-Weeks read Resolution 2022-41 into the record.

Mr. Lucas provided a brief overview of Resolution 2022-41 and Ms. Adams answered questions regarding the item.

Motion made by Vice Mayor Murvin to approve Resolution 2022-41. Duly seconded by Commissioner Boldin and passed unanimously.

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

- E. RESOLUTION 2022 - 42 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO ENTER INTO AND EXECUTE THE SEVENTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND RICK L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Norris-Weeks read Resolution 2022-42 into the record.

Mr. Lucas provided a brief overview of Resolution 2022-42.

Motion made by Commissioner Boldin to approve Resolution 2022-42. Duly seconded by Commissioner Gonzalez and passed unanimously.

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

- F. RESOLUTION 2022 - 43 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, APPROVING AN AGREEMENT BETWEEN “2” SBW & ASSOCIATES, INC. AND THE CITY OF PAHOKEE FOR PHASE I FOR THE REPLACEMENT & INSTALLATION OF NEW SIDEWALKS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Norris-Weeks read Resolution 2022-43 into the record.

Motion made by Vice Mayor Murvin to approve Resolution 2022-43. Duly seconded by Commissioner Gonzalez and passed 4-1.

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

Voting Nay: Commissioner Perez

J. NEW BUSINESS:

Conversation about an activity or event upcoming, if any.

1. Discussion and direction from City Commission on Signature Series Events (*Start a 3-year commitment to bring major events to the Marina*)

Mr. Lucas provided an overview of the item.

Mrs. Boule-Washington, Director of Community & Economic Development, presented the FY 2022-2023 City Events and took suggestions as presented.

Pastor Merrill Noel discussed the event that he would like to bring to the City.

2. City Project Updates

Mrs. Boule-Washington provided an update on the Neat Grants for MLK Jr. Park and Commissioner's Park.

Ms. Adams provided an update on the following: Barfield Highway Reconstruction, FDOT Phase VI of the Resurfacing of the Streets, Phase I and II for Sidewalk Improvements, McClure Reconstruction Project, MLK Jr. Park Improvement Project, East Lake Village Storm Water Improvement Project, and Project 647 - Old House Bacom Point Road.

Mr. Lucas provided an update on the opening of Muck Tavern.

H. REPORT OF THE MAYOR

Mayor Babb provided information regarding the storm and advised the City of Pahokee will be closed on September 28, 2022.

I. REPORT OF THE CITY MANAGER

1. American Rescue Plan Act (ARPA) Discussion and Direction

Mrs. Boule-Washington advised the ARPA Committee met on September 23, 2022 and look forward to presenting at the next Commission Meeting, if it is the pleasure of the Commission.

Eduardo Bernal shared comments regarding the priority items.

Mrs. Boule-Washington provided clarity regarding Mr. Bernal's statements.

J. REPORT OF THE CITY ATTORNEY

Attorney Norris-Weeks requested permission to dismiss the case regarding the recall committee.

Motion made by Vice Mayor Murvin to dismiss the case for Regina Bohlen vs. the Recall Committee. Duly seconded by Commissioner Boldin and passed unanimously.

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

1. Discussion and direction of Ordinance 2019 - 02

None.

K. COMMISSIONER COMMENTS

Commissioner Gonzalez encouraged everyone to be safe during the hurricane.

Vice Mayor Murvin discussed the emails sent to the State by some of the residents.

L. FOR THE GOOD OF THE ORDER

Community events, feel good announcements

None.

M. ADJOURN (BY MOTION AND APPROVAL OF MAJORITY PRESENT)

Motion made by Commissioner Perez to adjourn the meeting. Duly seconded by Commissioner Gonzalez and passed unanimously.

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

There being no further business to discuss, Mayor Babb adjourned the meeting at 8:35 PM.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Acting City Clerk



AGENDA
MEMORANDUM

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

DATE: 6th October 2022

GENERAL SUMMARY/BACKGROUND:

Barfield Highway Change Order #9 – This change order is for Barfield Highway Reconstruction. The change order is for compensation to Rosso Site Development (contractor) for the additional water pumping effort related to the dewatering of the Pelican Canal.

Rosso Site Development obtained a dewatering permit with the East Beach Water Control District (EBWCD), the agency responsible for maintaining the Pelican Canal which crosses Barfield Highway. This permit allows the Contractor to dewater the canal for the installation of the new 84” culvert pipe.

As per Article 8 of the Permits’ Special Condition, all required canal cross sections be surveyed in order to be submitted to close out a permit. As per the Contractor, this was not originally disclosed as a requirement in the original bid documents.

Article 9 of the Permits’ Special Condition requires that an additional 12” pump be provided to maintain irrigation. The pump was separate from the well point pumping system to dewater the ground. This requirement was not included in the bid documents.

The cost for the well point pumping system was not included in the Contractor’s proposal and therefore the contractor would absorb the cost per Rosso’s means and methods of construction.

Rosso is entitled to the \$45,948.92 to provide an additional pump for the Canal bypass pumping system and cross section survey.

BUDGET IMPACT: \$45,948.92. concurrency is granted by FDOT for this funding. There are no additional days allotted for this change order.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this change order #9.

ATTACHMENTS:

Change Order #9

Resolution 2022 - 44

RESOLUTION 2022 - 44

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 9 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 26th, 2019, the City and the Florida Department of Transportation (FDOT) enter 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 water pumping effort required as pursuant to the dewatering permit for work within the Pelican Canal.

WHEREAS, a change order is necessary for Rosso Site Development to perform and complete the work in order to close out the permit for the East Beach Water Control District for the purposes of dewatering the canal for the installation of a new 84” culvert pipe; and

WHEREAS, the contractor will perform the work in accordance with the Article 8 of the Permits’ Special Condition requires that the cross section survey be submitted to close out the permit; and

WHEREAS, Article 9 of the Permits’ Special Condition requires an additional 12” pump be provided to maintain irrigation; as the pump was separate from the well point pumping system to dewater the ground. The cost of the additional water pumping effort in the amount of \$45,948.92 will be paid by the Florida Department of Transportation; and

WHEREAS, the City Commission of the City of Pahokee finds that a Change Order is necessary to compensate the contractor for additional water pumping effort in order to close out the permit for East Beach Water Control District which was not disclosed in the original contract plan at the Pelican Canal crossing Barfield Highway for the Reconstruction of Barfield Highway.

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 ratified and confirm 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 #9 to perform and complete the concrete slope pavement not included in the original plan along the retaining wall of the Pelican Canal.

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 October 2022.

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 #9



CHANGE ORDER #9

Project: Barfield Highway Reconstruction

Project No: FM# 442030-1-31-01

Date of Issuance: 07/29/2022

Effective Date: 10/11/2022

Owner: City of Pahokee

Project Engineer: Momentum CEI

Consultant/Contractor: Rosso Site Development

Purpose of Change Order:

Barfield Highway Change Order #9– This change order is for Barfield Highway Reconstruction. The change order is for the compensation to Rosso Site Development (contractor) for the additional water pumping effort required as per the dewatering permit for work within the Pelican Canal. This permit is needed to allow the Contractor to dewater the canal for the installation of the new 84” culvert pipe.

As per the Entitlement Analysis of Robert Audette, CEI for the project, the required EBWCD permit was never disclosed in the contract bid documents. Both Article 8 and Article 9 of the Permits’ Special Condition requires that the canal cross section survey be submitted to close out the permit; and requires that an additional 12” pump be provided to maintain irrigation.

Rosso Site Development is entitled to 100% of the \$45,948.92 to provide an additional pump for the Canal bypass pumping system and the cross-section survey. Per FDOT no additional time will be allotted for 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 _____

Increase/Decrease) in Contract Price:

\$45,948.92- cost covered by FDOT

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

RECOMMENDED:



 ENGINEER

BY: Robert Audette, PE
(Authorized Signature)

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.

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: Pelican Canal Bypass Pumping Permit Requirement, Rosso CO #15

Description & Analysis:

This Change Order is written to compensate the contractor for additional water pumping effort required pursuant to a dewatering permit for work within the Pelican Canal.

Issue: EBWCD Dewatering Permit Requirements to Survey and Provide Canal Bypass Pumping

The Contractor secured a dewatering permit with East Beach Water Control District (EBWCD) who is the local maintaining agency for the Pelican Canal crossing Barfield Highway. The purpose of this permit was to allow the Contractor to dewater the canal for the installation of a new 84" culvert pipe.

Article 8 of the Permits' Special Condition required that canal cross section survey be submitted to close out the permit. The contractor's contention was that this requirement was not originally disclosed in the bid documents. It was not.

Article 9 of the Permits' Special Condition required that an additional 12" pump be provided to maintain irrigation. This pump was separate from the well point pumping system to dewater the ground that the contractor originally envisioned. The contractor's contention was that this requirement was not originally disclosed in the bid documents. It was not. The cost for the well pointing system is not included in the proposal and is absorbed by the contractor per his original means and methods of construction.

The Contractor is 100% entitled to \$45,948.92 to provide an additional pump for the Canal bypass pumping system and cross section survey.



8/1/2022

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 BREAKDOWN

Description of work:

CO #: 15

We were required to install and maintain bypass
 pumping per district manager for irrigation supply to

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	0.175 \$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	0.489 \$0.00
				Markup	0.175 \$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					0.175 \$0.00
MATERIAL TOTAL:					\$0.00

SUBCONTRACTORS					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Johnson Davis	1	LS	\$39,717.56	\$39,717.56
2	Atlas	1	LS	\$3,150.00	\$3,150.00
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					\$42,867.56
Markup					0.05 \$2,143.38
SUBCONTRACTOR TOTAL:					\$45,010.94

Equipment Total: \$0.00
 Labor Total: \$0.00
 Material Total: \$0.00
 Subcontractors Total: \$45,010.94

Bond & General Liability Insurance: \$937.98
 MOT: \$0.00

 Total: \$45,948.92



CHANGE ORDER REQUEST

Date: 5/20/22
 Customer/Owner: Rosso Site Development
 Address: 1302 South J Street
 City, State Zip: Lake Worth, FL 33460

Attn: Blair Simpson

Project: Barfield Hwy
 Project #: 41792
 Re: Bypass Pumping @ Pelican Canal

J-D COR #: 6

Blair,

The following is our cost summary for work performed to Install and Maintain Bypass Pumping per District Manager SFLCD/AECOM requirements for irrigation supply to resident farmers of Pahokee.

DATE: 11/29/22-1/6/22
 TASK: Bypass Pumping @ Pelican Canal

1	Labor	1	LS	\$4,396.02	\$4,396.02
2	Equipment	1	LS	\$35,321.54	\$35,321.54
3	Material	1	LS	\$0.00	\$0.00
4	Subcontractors	1	LS	\$0.00	\$0.00

Total Amount of Change Order: \$39,717.56

Total Amount of Days Added to The Contract:

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



Johnson-Davis Inc.

Job Name: Barfield Hwy

Date: 5/20/2022

JD Job #: 41792

Description of Work: Bypass Pumping @ Pelican Canal

Labor

Name	Position	Standard Hours	Overtime Hours	Standard Rate	Overtime Rate	Total
Superintendent		7.5		\$ 69.26	\$ 103.89	\$ 519.45
Foreman	Foreman	7.5		\$ 43.15	\$ 64.72	\$ 323.61
Operator - Excavator	Oper-Exc	7.5		\$ 26.41	\$ 39.62	\$ 198.11
Operator - Loader	Oper-Ldr	7.5	10	\$ 22.63	\$ 33.94	\$ 509.15
Pipe Layer	PL	7.5		\$ 24.85	\$ 37.27	\$ 186.36
Skilled Laborer	SL	7.5		\$ 19.78	\$ 29.67	\$ 148.34
Skilled Laborer	SL	7.5		\$ 19.78	\$ 29.67	\$ 148.34
Skilled Laborer	SL	7.5		\$ 19.78	\$ 29.67	\$ 148.34
Truck Driver	D	22.25		\$ 22.65	\$ 33.97	\$ 503.91
				\$ -	\$ -	\$ -

Labor Subtotal \$ 2,685.60
 Burden 0.442 \$ 1,137.03
 Markup on Labor 15.0% \$ 573.39

Labor Total \$ **4,396.02**

Equipment

Description	Qty	Hours	Rate	Total
Superintendent Vehicle	1	7.5	\$ 45.86	\$ 343.95
Foreman Truck with Hand Tools	1	7.5	\$ 46.09	\$ 345.68
40-27 Lowboy Trailer	1	22.25	\$ 38.50	\$ 856.63
20-71 Komastu PC390-LC-11 Excavator	1	7.5	\$ 170.97	\$ 1,282.28
30-60 John Deere 644L	1	7.5	\$ 91.09	\$ 683.18
12" Hydraulic Pump & Hoses (8hr/day minimum)	1	492	\$ 55.29	\$ 27,202.68
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Equipment Subtotal: \$ 30,714.38
 Markup on Equipment 15.0% \$ 4,607.16

Equipment Total \$ **35,321.54**

Material

Description	Qty	Unit	Rate	Total
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Material Subtotal: \$ -
 Tax 7% \$ -
 Markup on Material 15.0% \$ -

Material Total \$ **-**

Subcontractor

Description	Qty	Unit	Rate	Total
				\$ -
				\$ -

Subcontractor Subtotal: \$ -
 Markup on Subcontractors (up to \$50,000.00) 10.0% \$ -
 Markup on Subcontractors (after \$50,000.00) 5.0% \$ -

Subcontractor Total \$ **-**

Total: \$ **39,717.56**

Comments:



JOHNSON-DAVIS INC.

Contractors

604 HILLBRATH DRIVE
LANTANA, FL 33462-1694
PHONE: 561-588-1170 FAX: 561-585-5252
CU-C043087

Subject: Labor Burden Certification

I, John P. Stanley, the Chief Financial Officer of Johnson-Davis, Inc., certify that the following statements are true and correct. The following information is submitted pursuant to Specification 4-3.2.1:

Burden Rate Breakdown									
Workers Compensation	State Unemployment & Federal	FICA	Vacation, Holiday, Personal Time, Bereavement Pay	Health / Dental Insurance	Life Insurance	401(K)	G/L Ins.	Disability Insurance	DFWP
0.065	0.062	0.0765	0.07	0.095	.0017	0.04	0.022	0	0.01

TOTAL BURDEN RATE = 44.2%

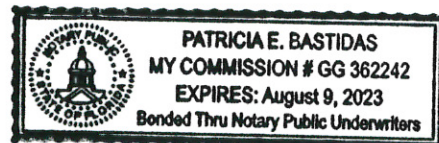
If you have any questions or require any additional information, feel free to contact me.

Thank you,

John Stanley
Chief Financial Officer

State of Florida, County of Palm Beach
Sworn and Subscribed before me this 19 day of May, 2022

Notary Public Personally Known to Me
My Commission Expires: Aug. 9, 2023



Heavy Construction • *Underground Utilities*
Main office: 604 Hillbrath Drive- Lantana, FL 33462 • Phone: 561-588-1170 • Fax: 561-585-5252
Ft. Pierce Office: 863 S. Kings Hwy- Ft. Pierce, FL 34945 • Phone: 772-468-9200 • Fax: 772-468-9202



2022 Labor Rates for FDOT Jobs

<u>Labor</u>		<u>Standard</u>	<u>Overtime</u>
Superintendent		\$69.26	\$103.89
Foreman	Foreman	\$43.15	\$64.72
Operator - Excavator	Oper-Exc	\$26.41	\$39.62
Operator - Loader	Oper-Ldr	\$22.63	\$33.94
Pipe Layer	PL	\$24.85	\$37.27
Skilled Laborer	SL	\$19.78	\$29.67
Support Crew Leader	CL	\$25.23	\$37.84
Support Crew Skilled Labor	SL	\$17.86	\$26.79
Truck Driver	D	\$22.65	\$33.97

DAILY REPORT

JOHNSON-DAVIS INC.
604 HILLBRATH DRIVE
LANTANA, FL 33462
PHONE: 561-588-1170
FAX: 561-585-5252

41792

Reconstruction of Barfield Highway

Section I, Item A.

Date: 11/30/2021

Day: Tuesday

Weather: 6:45 AM, Clear, 54.4°F, 84% Humidity, 7.5 MPH Winds

Start Time: 07:00

Location:

#	Employee Name:	Position	Cost Code							Total Man Hours	Type of Equip	Equip. Number	Hours Used
			2910.1	4000.12	4000.14								
21	Ceance, Chesca	FORE	3.00	4.00	3.00					10.00	50	50-0342	10.00
871	Arce, Alfonso	BACK	3.00	4.00	3.00					10.00	20	20-0071	10.00
1309	Jean, Jeannot	LOAD	3.00	4.00	3.00					10.00	30	30-0060	10.00
1227	MacRoy Jr., Elijah J	PIPE	3.00	4.00	3.00					10.00	50	50-0346	10.00
25	Carr, Vincent	TAIL	3.00	4.00	3.00					10.00	10	10-0038	0.00
977	Turenne, Ernst	SKLB	3.00	4.00	3.00					10.00	10	10-0082	24.00
											10	10-0055	24.00

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed
4000.12	MANHOLES, J-8, >10	1
4000.14	18" RCP	16

MATERIAL DELIVERY LOG

Ticket #	Item	Supplier:	Delivered By:

Notes:
 Trench Depth:12'
 Locate Number:295102984
 Exposure to Traffic:Yes
 Water in Trench:Yes
 Equipment Breakdown:No
 2910.1: AT&T was here today to drop down the 2 low hanging overhead telephone cables from pole to pole that were affected the operation. Backhoe was having problems to swing around , therefore we had to excavate about 200' along side of exist direct burry cable to burry them..
 4000.12: S-104. type J- 8/M-hH = set base, partial backfilled & tamped for densities.
 4000.14: Extended 18" Rcp from where we've left off towards S-104 from S-103.

Equipment Maintenance: 10-55 12" hydraulic pump was down ,it couldn't start ,because the hydraulic fluid tank was totally empty ,it was sitting in th
 Date: 11/30/2021 Date: 12/06/2021 Date: 12/07/2021
 Foreman: Ceance, Chesca Superintendent: Edric Martin Project Manager: Chad Rawlinson

DAILY REPORT

JOHNSON-DAVIS INC.
 604 HILLBRATH DRIVE
 LANTANA, FL 33462
 PHONE: 561-588-1170
 FAX: 561-585-5252

41792 **Reconstruction of Barfield Highway**
Date: 12/02/2021 **Day:** Thursday
Weather: 7:01 AM, Partly Cloudy, 60.08°F, 85% Humidity, 4.7 MPH Winds

Section I, Item A.

Start Time: 07:00		Cost Code	2000	4000.12	4000.18						Total Man Hours	Type of Equip	Equip. Number	Hours Used
Location:														
#	Employee Name:	Position												
21	Ceance, Chescal	FORE	0.00	1.00	8.50						9.50	50	50-0342	9.50
871	Arce, Alfonso	BACK	0.00	1.00	8.50						9.50	20	20-0071	9.50
1309	Jean, Jeannot	LOAD	0.00	1.00	8.50						9.50	30	30-0060	9.50
1227	MacRoy Jr., Elijah J	PIPE	0.00	1.00	8.50						9.50	50	50-0346	9.50
25	Carr, Vincent	TAIL	0.00	1.00	8.50						9.50	10	10-0038	0.00
977	Turenne, Ernst	SKLB	0.00	1.00	8.50						9.50	10	10-0082	24.00
												10	10-0055	24.00

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed
4000.18	84" RCP	32

MATERIAL DELIVERY LOG			
Ticket #	Item	Supplier:	Delivered By:

Notes:
 Trench Depth:13'
 Locate Number:295102984
 Exposure to Traffic:Yes
 Water in Trench:Yes
 Equipment Breakdown:No
 2000: 8" WellPoint & hydraulic pumps running times.
 4000.12: S-104 type J-8 M-H = bricks & cement work.
 4000.18: Extended 8" Rcp from where we've left off going towards east prop endwall = 8'84" Rcp Came out S-104 going towards west prop endwall = installed 24'

Equipment Maintenance: 10-55 12" hydraulic pump was down ,it couldn't start ,because the hydraulic fluid tank was totally empty ,it was sitting in the
Date: 12/02/2021 **Date:** 12/06/2021 **Date:** 12/06/2021
Foreman: Ceance, Chescal **Superintendent:** Edric Martin **Project Manager:** Chad Rawlinson

DAILY REPORT

JOHNSON-DAVIS INC. 604 HILLBRATH DRIVE LANTANA, FL 33462 PHONE: 561-588-1170 FAX: 561-585-5252	41792	Reconstruction of Barfield Highway	Section I, Item A.
Date: 12/03/2021		Day: Friday	
Weather: 6:57 AM, Partly Cloudy, 55.54°F, 93% Humidity, 5.62 MPH Winds			

Start Time: 07:00	Cost Code	2000	4000.12	4000.14	4000.17	4000.18						Total Man Hours	Type of Equip	Equip. Number	Hours Used
Location:															
#	Employee Name:	Position													
21	Ceance, Chescal	FORE	0.00	1.00	2.50	3.00	4.00					10.50	50	50-0342	10.50
871	Arce, Alfonso	BACK	0.00	1.00	2.50	3.00	4.00					10.50	20	20-0071	10.50
1309	Jean, Jeannot	LOAD	0.00	1.00	2.50	3.00	4.00					10.50	30	30-0060	10.50
1227	MacRoy Jr., Elijah J	PIPE	0.00	1.00	2.50	3.00	4.00					10.50	50	50-0346	10.50
25	Carr, Vincent	TAIL	0.00	1.00	2.50	3.00	4.00					10.50	10	10-0038	0.00
977	Turenne, Ernst	SKLB	0.00	1.00	2.50	3.00	4.00					10.50	10	10-0082	24.00
210	Hernandez, Manuel	MASN	0.00	3.00	1.00	0.00	0.00					4.00	10	10-0055	10.50

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed
4000.14	18" RCP	14
4000.17	36" RCP	19

MATERIAL DELIVERY LOG			
Ticket #	Item	Supplier:	Delivered By:

Notes:
 Trench Depth:13'
 Locate Number:295102984
 Exposure to Traffic:Yes
 Water in Trench:No
 Equipment Breakdown:No
 2000: WellPoint & hydraulic pumps running times.
 4000.12: S-104 type J-8 inlet = bricks and cement work ;***Note Index Notes***;[DC06] ~Delivery Ticket~ Ticket # 879646GItem 783.6 gallons of diesel fuel Supplier. Palmdale Oil
 4000.14: Extended 18" Rcp S-103 tied into S- 104 ,partial backfilled & compacted for density .
 4000.17: Extended 36" Rcp S- 107 tied into S-104 ,partial backfilled & compacted for densities.
 4000.18: 84" Rcp Came out east & west of S - 104 going towards prop 84" endwalls = backfilled & compacted 40% for density " moisture was a little high but all densities passed.
 Hernandez, Manuel - He started with Jeff Brady's crew this morning & finished with our crew.

Equipment Maintenance: 10-55 12" hydraulic pump was down ,it couldn't start ,because the hydraulic fluid tank was totally empty ,it was sitting in the	Date: 12/03/2021	Date: 12/06/2021	Date: 12/06/2021
Foreman: Ceance, Chescal	Superintendent: Edric Martin	Project Manager: Chad Rawlinson	35

DAILY REPORT

JOHNSON-DAVIS INC. 604 HILLBRATH DRIVE LANTANA, FL 33462 PHONE: 561-588-1170 FAX: 561-585-5252	41792	Reconstruction of Barfield Highway	Section I, Item A.
	Date: 12/09/2021	Day: Thursday	
	Weather: 6:55 AM, Mostly Cloudy, 67°F, 100% Humidity, 2.01 MPH Winds		

Start Time: 07:00	Cost Code	2000	4000.18	8200							Total Man Hours	Type of Equip	Equip. Number	Hours Used
Location:														
#	Employee Name:	Position												
21	Ceance, Chescal	FORE	0.00	2.00	8.00						10.00	50	50-0342	10.00
871	Arce, Alfonso	BACK	0.00	2.00	8.00						10.00	20	20-0071	7.00
1309	Jean, Jeannot	LOAD	0.00	2.00	8.00						10.00	30	30-0060	7.00
1227	MacRoy Jr., Elijah J	PIPE	0.00	2.00	8.00						10.00	50	50-0346	10.00
25	Carr, Vincent	TAIL	0.00	2.00	8.00						10.00	10	10-0038	24.00
977	Turenne, Ernst	SKLB	0.00	2.00	8.00						10.00	10	10-0082	24.00
1152	Nozistene, Frederic	SKLB	0.00	2.00	8.00						10.00	10	10-0055	0.00
												10	10-0045	0.00

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed
4000.18	84" RCP	8

MATERIAL DELIVERY LOG

Ticket #	Item	Supplier:	Delivered By:

Notes:
 Trench Depth:13'
 Locate Number:295102984
 Exposure to Traffic:Yes
 Water in Trench:No
 Equipment Breakdown:No
 2000: 12" hydraulic & WellPoint pumps running times
 4000.18: 84" Rcp S- 104 connected to East Endwall + bricks and cement to support it on top the footer.;***Note Index Notes***;[DC06] ~Delivery Ticket~ Ticket # 27386,27388Items 40' concrete footers for 84" Endwalls.Supplier Concrete Products Delivered by Concrete Products.
 8200: 84" concrete Endwalls = excavating trench to install the footers ,teamed up with Jeff Braddy's partial crew .;***Note Index Notes***;[DC06] ~Delivery Ticket~ Ticket #None Item = Crane to lift & set 40' long east & west concrete footers in preparation to cast in place the prop 84" concrete Endwalls..Started early morning finished & left @ 3:00pm.Ticket # 5140594 , 5140645Items # 57 rockSupplier Star QuarriesDelivered by Star Quarries.

Equipment Maintenance:			
Date: 12/09/2021	Date: 12/13/2021	Date: 12/13/2021	
Foreman: Ceance, Chescal	Superintendent: Edric Martin	Project Manager: Chad Rawlinson	40

DAILY REPORT

JOHNSON-DAVIS INC.
 604 HILLBRATH DRIVE
 LANTANA, FL 33462
 PHONE: 561-588-1170
 FAX: 561-585-5252

41792

Reconstruction of Barfield Highway

Section I, Item A.

Date: 12/10/2021

Day: Friday

Weather:

6:46 AM, Clear, 70.83°F, 94% Humidity, 4.69 MPH Winds

Start Time: 07:00

Location:

#	Employee Name:	Position	Cost Code	2000	4000.18	4000.5	8200	Total Man Hours	Type of Equip	Equip. Number	Hours Used
21	Ceance, Chescal	FORE		0.00	4.00	3.00	2.00	9.00	50	50-0342	10.00
871	Arce, Alfonso	BACK		0.00	4.00	3.00	2.00	9.00	20	20-0071	5.50
1309	Jean, Jeannot	LOAD		0.00	4.00	3.00	2.00	9.00	30	30-0060	5.50
1227	MacRoy Jr., Elijah J	PIPE		0.00	4.00	3.00	2.00	9.00	50	50-0346	10.00
25	Carr, Vincent	TAIL		0.00	4.00	3.00	2.00	9.00	10	10-0038	24.00
977	Turenne, Ernst	SKLB		0.00	4.00	3.00	2.00	9.00	10	10-0082	24.00
1152	Nozistene, Frederic	SKLB		0.00	4.00	3.00	2.00	9.00	10	10-0055	8.00
									10	10-0045	0.00

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed
4000.18	84" RCP	8

MATERIAL DELIVERY LOG

Ticket #	Item	Supplier:	Delivered By:

Notes:
 Trench Depth:13'
 Locate Number:295102984
 Exposure to Traffic:Yes
 Water in Trench:No
 Equipment Breakdown:No
 2000: 12" hydraulic & WellPoint pumps running times.
 4000.18: 84" Rcp S- 104 tied into to prop 84" west endwall footer prior to cast the wall in place.Removing dirt out of the pipe in order to keep it clean.;***Note Index Notes***;[DC06] ~Delivery Ticket~ Ticket # = electronic Item = sawed 84" Rcp an angle on top of the west footer.Supplier = ABCArrived @ 8:55 am started @ 9:15 he stopped for lunch @ 12:00pm returned @ 12:45 finished & left @ 3:30pm.We were planning to cut to 4 pipes today ,but the saw man was too slow he could only cut 1.
 4000.5: S-109 type P- 5 inlet = set curb top + bricks and cement work.
 8200: East & west footers = backfilled & compacted + bricks and cement work to support 84" Rcp.;***Note Index Notes***;[DC06] ~Delivery Ticket~ Ticket # 879257G = 10.2 gallons Ticket #+87930G = . 119. gallons Ticket # 879263G = 411.9 gallons of diesel fuel.Supplier = Palmdale Oil Ticket # 13518410Item # 57 Rock White Rock Quarries Delivered by A Tupler

Equipment Maintenance:
 Date: 12/10/2021 Date: 12/13/2021 Date: 12/13/2021
 Foreman: Ceance, Chescal Superintendent: Edric Martin Project Manager: Chad Rawlinson

DAILY REPORT

JOHNSON-DAVIS INC.
604 HILLBRATH DRIVE
LANTANA, FL 33462
PHONE: 561-588-1170
FAX: 561-585-5252

41792

Reconstruction of Barfield Highway

Section I, Item A.

Date: 12/12/2021

Day: Sunday

Weather:

Start Time:	Cost Code									Total Man Hours	Type of Equip	Equip. Number	Hours Used
Location:		2000											
#	Employee Name:	Position											
21	Ceance, Chescal	FORE	0.00							0.00	50	50-0342	0.00
871	Arce, Alfonso	BACK	0.00							0.00	20	20-0071	0.00
1309	Jean, Jeannot	LOAD	0.00							0.00	30	30-0060	0.00
1227	MacRoy Jr., Elijah J	PIPE	0.00							0.00	50	50-0346	0.00
25	Carr, Vincent	TAIL	0.00							0.00	10	10-0038	24.00
977	Turenne, Ernst	SKLB	0.00							0.00	10	10-0082	24.00
1152	Nozistene, Frederic	SKLB	0.00							0.00	10	10-0055	0.00
1102	Franco, Jose	LOAD	2.00							2.00	10	10-0045	0.00

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed

MATERIAL DELIVERY LOG			
Ticket #	Item	Supplier:	Delivered By:

Notes:
Trench Depth:0
Locate Number:
Exposure to Traffic:Yes
Water in Trench:No
Equipment Breakdown:No
2000: Checked WellPoint pumps to check the oil ,coolant & to make sure they were running.
Franco, Jose - Checking WellPoint pumps.

Equipment Maintenance:	Date: 12/12/2021	Date: 12/17/2021	Date: 12/20/2021
	Foreman: Ceance, Chescal	Superintendent: Edric Martin	Project Manager: Chad Rawlinson

DAILY REPORT

JOHNSON-DAVIS INC. 604 HILLBRATH DRIVE LANTANA, FL 33462 PHONE: 561-588-1170 FAX: 561-585-5252	41792	Reconstruction of Barfield Highway	Section I, Item A.
Date: 12/13/2021		Day: Monday	
Weather: 7:01 AM, Partly Cloudy, 67.74°F, 91% Humidity, 7.35 MPH Winds			

Start Time: 07:00		Cost Code	2000	4000.18	4000.5	4000.6					Total Man Hours	Type of Equip	Equip. Number	Hours Used
Location:														
#	Employee Name:	Position												
21	44 Ceance, Chescal ✓	FORE	0.00	0.00	3.00	6.50					9.50	50	50-0342	9.50
871	44 Arce, Alfonso ✓	BACK	0.00	0.00	3.00	6.50					9.50	20	20-0071	6.00
1309	44 Jean, Jeannot ✓	LOAD	0.00	0.00	3.00	6.50					9.50	30	30-0060	4.50
1227	44 MacRoy Jr., Elijah J ✓	PIPE	0.00	0.00	3.00	6.50					9.50	50	50-0346	9.50
25	44 Carr, Vincent ✓	TAIL	0.00	0.00	3.00	6.50					9.50	10	10-0038	24.00
977	3550 Turenne, Ernst ✓	SKLB	0.00	0.00	3.00	6.50					9.50	10	10-0082	24.00
1152	36 Nozistene, Frederic ✓	SKLB	0.00	0.00	3.00	6.50					9.50	10	10-0055	0.00
1396	36 Styles, Eric V 38 ✓	SKLB	0.00	7.00	1.00	1.50					9.50	10	10-0045	0.00
1392	16:50 Alva Thomas													
1102	4 J-franco													

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed

MATERIAL DELIVERY LOG			
Ticket #	Item	Supplier:	Delivered By:

Notes:
 Trench Depth:8'
 Locate Number:321104218
 Exposure to Traffic:Yes
 Water in Trench:No
 Equipment Breakdown:No
 2000: WellPoint pumps running times
 4000.18: Working with saw-man to saw-cut 84" pipes at prop 84" endwall & S-104.;***Note Index Notes***;[DC06] ~Delivery Ticket~ Ticket # 13517772,13522174,13520949,13520284Items = # 57 rock Supplier = White Rock Quarries Delivered by White Rock Quarries Ticket # = None Item = sawed cut 3. -84" Rcp in angle.Supplier = ABC Arrived 7: 00am ,started 7:00am ,stopped 12:30 am to 1:00 for lunch,finished & left at 3:00 pm
 4000.5: S-112 type P-5 inlet = set curb top + bricks and cement work.
 4000.6: S- 106 & S- 115 type. P-6 inlet <10 = set curb tops + bricks and cement work.
 Styles, Eric V - Worked with ABC saw-man to help him while he was cutting the 84" Rcp at prop 84" endwall & @ S-104

41792

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Equipment Maintenance:			
Date: 12/13/2021	Date: 12/17/2021	Date: 12/20/2021	44
Foreman: Ceance, Chescal	Superintendent: Edric Martin	Project Manager: Chad Rawlinson	

DAILY REPORT

JOHNSON-DAVIS INC. 604 HILLBRATH DRIVE LANTANA, FL 33462 PHONE: 561-588-1170 FAX: 561-585-5252	41792	Reconstruction of Barfield Highway	Section I, Item A.
Date: 12/14/2021		Day: Tuesday	
Weather: 7:02 AM, Partly Cloudy, 69.85°F, 100% Humidity, 7.93 MPH Winds			

Start Time: 07:00	Cost Code	2000	4000.16	4000.5	4200						Total Man Hours	Type of Equip	Equip. Number	Hours Used
Location:														
#	Employee Name:	Position												
21	Ceance, Chescal	FORE	0.00	6.00	3.00	1.00					10.00	50	50-0342	10.00
871	Arce, Alfonso	BACK	0.00	6.00	3.00	1.00					10.00	20	20-0071	10.00
1309	Jean, Jeannot	LOAD	0.00	6.00	3.00	1.00					10.00	30	30-0060	10.00
1227	MacRoy Jr., Elijah J	PIPE	0.00	6.00	3.00	1.00					10.00	50	50-0346	10.00
25	Carr, Vincent	TAIL	0.00	6.00	3.00	1.00					10.00	10	10-0038	24.00
977	Turenne, Ernst	SKLB	0.00	6.00	3.00	1.00					10.00	10	10-0082	24.00
1152	Nozistene, Frederic	SKLB	0.00	6.00	3.00	1.00					10.00	10	10-0055	0.00
1396	Styles, Eric V	SKLB	0.00	6.00	3.00	1.00					10.00	10	10-0045	0.00

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed
4000.16	30" RCP	48
4000.5	INLETS, CURB, TYPE P-5, <10	1

MATERIAL DELIVERY LOG			
Ticket #	Item	Supplier:	Delivered By:

Notes:
 Trench Depth:8'
 Locate Number:321104218
 Exposure to Traffic:Yes
 Water in Trench:No
 Equipment Breakdown:No
 2000: Hydraulic & WellPoint pumps running times.
 4000.16: 30" Rcp S-123 towards S- 124 ,100 % backfilled and compacted for densities (all densities tests passed)
 4000.5: S- 123 type P- 5 inlet = set base , partial backfilled & tamped for densities + bricks and cement work.
 4200: Removed 12" of bad soil " muck & replaced it with 12" #57 rock to Bedding 30" Rcp S-123 towards S-124.

Equipment Maintenance:			
Date: 12/14/2021	Date: 12/17/2021	Date: 12/20/2021	
Foreman: Ceance, Chescal	Superintendent: Edric Martin	Project Manager: Chad Rawlinson	

DAILY REPORT

JOHNSON-DAVIS INC.
 604 HILLBRATH DRIVE
 LANTANA, FL 33462
 PHONE: 561-588-1170
 FAX: 561-585-5252

41792

Reconstruction of Barfield Highway

Section I, Item A.

Date: 12/15/2021

Day: Wednesday

Weather: 8:05 AM, Partly Cloudy, 70.12°F, 97% Humidity, 9.06 MPH Winds

Start Time: 07:00

Location:

#	Employee Name:	Position	Cost Code	2000	4000.12	4000.16	4200	Total Man Hours	Type of Equip	Equip. Number	Hours Used
21	Ceance, Chescal	FORE		0.00	1.00	6.50	1.00	8.50	50	50-0342	8.50
871	Arce, Alfonso	BACK		0.00	1.00	6.50	1.00	8.50	20	20-0071	8.50
1309	Jean, Jeannot	LOAD		0.00	1.00	6.50	1.00	8.50	30	30-0060	8.50
1227	MacRoy Jr., Elijah J	PIPE		0.00	1.00	6.50	1.00	8.50	50	50-0346	8.50
25	Carr, Vincent	TAIL		0.00	1.00	6.50	1.00	8.50	10	10-0038	24.00
1392	Thomas, Alva G	BACK		0.00	1.00	6.50	1.00	8.50	10	10-0082	24.00
977	Turenne, Ernst	SKLB		0.00	0.00	0.00	0.00	0.00	10	10-0055	0.00
1152	Nozistene, Frederic	SKLB		0.00	1.00	6.50	1.00	8.50	10	10-0045	0.00
1396	Styles, Eric V	SKLB		0.00	1.00	6.50	1.00	8.50			

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed
4000.16	30" RCP	40

MATERIAL DELIVERY LOG

Ticket #	Item	Supplier:	Delivered By:

Notes:
 Trench Depth:8'
 Locate Number:321104218
 Exposure to Traffic:Yes
 Water in Trench:No
 Equipment Breakdown:No
 2000: Hydraulic & WellPoint pumps running times
 4000.12: S-104 type J-8 M-H = set top slab , cone ,ring and cover + bricks and cement work.
 4000.16: Extended 30" Rcp halfway across business driveway left the other half for access S-123. towards S-124 ,100% bakfilled & tamped for densities.
 4200: Excavating muck out of the trench down to 12" below pipes & use #57 rock for bedding.
 Turenne, Ernst - Doctor appointment

Equipment Maintenance:
 Date: 12/15/2021 Foreman: Ceance, Chescal
 Date: 12/17/2021 Superintendent: Edric Martin
 Date: 12/20/2021 Project Manager: Chad Rawlinson

DAILY REPORT

JOHNSON-DAVIS INC.
 604 HILLBRATH DRIVE
 LANTANA, FL 33462
 PHONE: 561-588-1170
 FAX: 561-585-5252

41792

Reconstruction of Barfield Highway

Section I, Item A.

Date: 12/16/2021

Day: Thursday

Weather:

7:02 AM, Clear, 74.56°F, 89% Humidity, 10.77 MPH Winds

Start Time: 07:00

Location:

#	Employee Name:	Position	2000	4000.5							Total Man Hours	Type of Equip	Equip. Number	Hours Used
21	Ceance, Chescal	FORE	0.00	8.00							8.00	50	50-0342	8.00
871	Arce, Alfonso	BACK	0.00	8.00							8.00	20	20-0071	5.00
1309	Jean, Jeannot	LOAD	0.00	8.00							8.00	30	30-0060	5.00
1227	MacRoy Jr., Elijah J	PIPE	0.00	8.00							8.00	50	50-0346	8.00
25	Carr, Vincent	TAIL	0.00	8.00							8.00	10	10-0038	24.00
1392	Thomas, Alva G	BACK	0.00	8.00							8.00	10	10-0082	24.00
977	Turenne, Ernst	SKLB	0.00	8.00							8.00	10	10-0055	0.00
1152	Nozistene, Frederic	SKLB	0.00	8.00							8.00	10	10-0045	0.00
1396	Styles, Eric V	SKLB	0.00	8.00							8.00			

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed

MATERIAL DELIVERY LOG

Ticket #	Item	Supplier:	Delivered By:

Notes:
 Trench Depth:2'
 Locate Number:321104218
 Exposure to Traffic:Yes
 Water in Trench:No
 Equipment Breakdown:No
 2000: Hydraulic & WellPoint pumps running times
 4000.5: S- 118 & 119. type P- 5 inlet = set curb tops + bricks & cement work.Excavating trench to expose structures that were buried at least 3' underground prior to raise them up with bricks & set tops.Offloading materials, cleaned up, organized & secured work areas.;***Note Index Notes***;[DC06] ~Delivery Ticket~ Ticket # 5525320Items = 630' of 8" pvc sdr 262. 8"x 6" T- wyes & 2 GXG 45;[ACC-OK] ~Accident - No Loss of Time~ Human resource & Health insurance representative were here this morning for insurance benefits meeting with multiple crews,meeting started 7:30 am and ended at 8:45 am.Crew didn't start working until 9:am.

Equipment Maintenance:	Date: 12/16/2021	Date: 12/18/2021	Date: 12/20/2021
	Foreman: Ceance, Chescal	Superintendent: Edric Martin	Project Manager: Chad Rawlinson

DAILY REPORT

JOHNSON-DAVIS INC. 604 HILLBRATH DRIVE LANTANA, FL 33462 PHONE: 561-588-1170 FAX: 561-585-5252	41792 Date: 12/17/2021	Reconstruction of Barfield Highway Day: Friday	Section I, Item A.
Weather: 7:01AM, Clear, 66.14°F, 97% Humidity, 7.61 MPH Winds			

Start Time: 07:00	Cost Code	2000	4000.16	4000.5						Total Man Hours	Type of Equip	Equip. Number	Hours Used
Location:	#	Employee Name:	Position										
	21	Ceance, Chescal	FORE	0.00	1.50	6.50				8.00	50	50-0342	8.00
	871	Arce, Alfonso	BACK	0.00	1.50	6.50				8.00	20	20-0071	8.00
	1309	Jean, Jeannot	LOAD	0.00	1.50	6.50				8.00	30	30-0060	8.00
	1227	MacRoy Jr., Elijah J	PIPE	0.00	1.50	6.50				8.00	50	50-0346	8.00
	25	Carr, Vincent	TAIL	0.00	1.50	6.50				8.00	10	10-0038	24.00
	977	Turenne, Ernst	SKLB	0.00	1.50	6.50				8.00	10	10-0082	24.00
	1152	Nozistene, Frederic	SKLB	0.00	0.00	0.00	et			0.00	10	10-0055	0.00
	1396	Styles, Eric V	SKLB	0.00	0.00	0.00				0.00	10	10-0045	0.00
											20	20-0069	0.00

Cost Code	PRODUCTION DESCRIPTION	Quantity Installed

MATERIAL DELIVERY LOG			
Ticket #	Item	Supplier:	Delivered By:

Notes:
 Trench Depth:2'
 Locate Number:321104218
 Exposure to Traffic:Yes
 Water in Trench:No
 Equipment Breakdown:No
 2000: Hydraulic & WellPoint pumps running times
 4000.16: 30" Rcp S- 123 towards S-124 = 88' cleaned up & temporary restored the business access driveway with lime rock.
 4000.5: S- 117 type P5 inlet = set curb top + bricks and cement work.Cleaned up , organized,and secured materials & work areas prior to leave leave the job to go in vacation.
 Nozistene, Frederic - Went to court
 Styles, Eric V - Went to court

Equipment Maintenance:			
Date: 12/17/2021	Date: 12/18/2021	Date: 12/20/2021	
Foreman: Ceance, Chescal	Superintendent: Edric Martin	Project Manager: Chad Rawlinson	

DAILY DRIVER'S REPORT

DATE: 11/18/21

DRIVER: A. Miller Section I, Item A.

DAY OF WEEK: Tues

VEHICLE #: 45-249/40-35

1	START TIME: <u>630</u>	Location: <u>YARD</u>	TASK: <u>Postrip</u>	DESTINATION: <u>YARD</u>	TIME OUT: <u>645</u>	JOB NO: <u>2100</u>	TOTAL: <u>.25</u>
2	TIME IN: <u>645</u>	Location: <u>YARD</u>	TASK: <u>UNLOAD SPREADER BAR/LOAD Misc Pumps MATERIALS</u>	DESTINATION: <u>BARFIELD</u>	TIME OUT: <u>715</u>	JOB NO: <u>41792</u>	TOTAL: <u>.5</u>
3	TIME IN: <u>830</u>	Location: <u>BARFIELD</u>	TASK: <u>SWAP OUT NEW FORKS/30-60</u>	DESTINATION: <u>YARD</u>	TIME OUT: <u>930</u>	JOB NO: <u>41792</u>	TOTAL: <u>.25</u>
4	TIME IN: <u>1045</u>	Location: <u>YARD</u>	TASK: <u>UNLOAD OLD FORKS/LOAD 2 PITS/HAND NAILS</u>	DESTINATION: <u>TAMARIND</u>	TIME OUT: <u>1115</u>	JOB NO: <u>11650</u>	TOTAL: <u>1.75</u>
5	TIME IN: <u>1145</u>	Location: <u>TAMARIND</u>	TASK: <u>UNLOAD ALL/LOAD BRAM/PUMP BRACKET</u>	DESTINATION: <u>YARD</u>	TIME OUT: <u>100</u>	JOB NO: <u>11650</u>	TOTAL: <u>1.75</u>
	TIME IN: <u>130</u>	Location: <u>YARD</u>	TASK: <u>enthold/unload/deop 4035</u>	DESTINATION: <u>YARD</u>	TIME OUT: <u>200</u>	JOB NO: <u>2100</u>	TOTAL: <u>1</u>
	TIME IN: <u>200</u>	Location: <u>YARD</u>	TASK: <u>Postrip/Fuel</u>	DESTINATION:	TIME OUT: <u>230</u>	JOB NO: <u>2100</u>	TOTAL: <u>.5</u>
	TIME IN:	Location:	TASK:	DESTINATION:	TIME OUT:	JOB NO:	TOTAL:

Driver's Signature:

Notes:

9	TIME IN	Location:	TASK:	DESTINATION:	TIME OUT:	JOB NO:	TOTAL:
10	TIME IN	Location:	TASK:	DESTINATION:	TIME OUT:	JOB NO:	TOTAL:
11	TIME IN	Location:	TASK:	DESTINATION:	TIME OUT:	JOB NO:	TOTAL:
12	TIME IN	Location:	TASK:	DESTINATION:	TIME OUT:	JOB NO:	TOTAL:

HOURLY SUMMARY			
#	JOB NO.	TOTAL HOURS	CODE NO.
1	<u>2100</u>	<u>1.75</u>	
2	<u>41792</u>	<u>2.75</u>	
3	<u>11650</u>	<u>3.50</u>	
4		.	
5		.	
6		.	
7		.	
8		.	
9		.	
10		.	
11		.	
12		.	
TOTAL HOURS		<u>8.0</u>	
TIME SHEETS CODED BY			
TIME CARDS VERIFIED BY			

ENTERED NOV 22 2021

DAILY DRIVER'S REPORT

DATE: 12/3/21

DRIVER: Charles Section I, Item A.

DAY OF WEEK: Fri

VEHICLE #: 45-249

1	START TIME: <u>600</u>	Location: <u>YARD</u>	
	TASK: <u>Pre-trip / Load 2063</u>		
	DESTINATION: <u>BARFIELD / Bring back 2063</u>		
	TIME OUT: <u>730</u>	JOB NO: <u>2100</u>	TOTAL: <u>.5</u>
2	TIME IN: <u>830</u>	Location: <u>YARD</u>	
	TASK: <u>Drop off 20-63 pick up 2069</u>		
	DESTINATION: <u>BARFIELD</u>		
	TIME OUT: <u>900</u>	JOB NO: <u>41792</u>	TOTAL: <u>2.5</u>
3	TIME IN: <u>1015</u>	Location: <u>BARFIELD</u>	
	TASK: <u>Drop off 20-69</u>		
	DESTINATION: <u>DILLMAN</u>		
	TIME OUT: <u>1030</u>	JOB NO: <u>71820</u>	TOTAL: <u>1.5</u>
4	TIME IN: <u>1145</u>	Location: <u>DILLMAN</u>	
	TASK: <u>pick up 25-51</u>		
	DESTINATION: <u>37 ST</u>		
	TIME OUT: <u>1200</u>	JOB NO: <u>71820</u>	TOTAL: <u>1.5</u>
5	TIME IN: <u>1230</u>	Location: <u>37 ST</u>	
	TASK: <u>Drop off 25-51</u>		
	DESTINATION: <u>YARD</u>		
	TIME OUT: <u>1245</u>	JOB NO: <u>71820</u>	TOTAL: <u>.75</u>
6	TIME IN: <u>115</u>	Location: <u>YARD</u>	
	TASK: <u>pick up 20-72</u>		
	DESTINATION: <u>BOCA</u>		
	TIME OUT: <u>145</u>	JOB NO: <u>31803</u>	TOTAL: <u>1</u>
7	TIME IN: <u>230</u>	Location: <u>BOCA</u>	
	TASK: <u>Drop off 20-72</u>		
	DESTINATION: <u>YARD</u>		
	TIME OUT: <u>300</u>	JOB NO: <u>31803</u>	TOTAL: <u>1.75</u>
8	TIME IN: <u>330</u>	Location: <u>YARD</u>	
	TASK: <u>Posttrip</u>		
	DESTINATION: <u></u>		
	TIME OUT: <u>400</u>	JOB NO: <u>2100</u>	TOTAL: <u>2.5</u>

9	TIME IN	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:
10	TIME IN	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:
11	TIME IN	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:
12	TIME IN	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:

HOURLY SUMMARY		
JOB NO.	TOTAL HOURS	CODE NO.
1 <u>02100</u>	<u>1.0</u>	
2 <u>41792</u>	<u>2.50</u>	<u>1250</u>
3 <u>71820</u>	<u>3.75</u>	<u>1250</u>
4 <u>31803</u>	<u>2.75</u>	<u>1250</u>
5	.	
6	.	
7	.	
8	.	
9	.	
10	.	
11	<u>10.0</u>	
12	.	

TOTAL HOURS: 10.0 ✓ dpf

TIME SHEETS CODED BY: Car

TIME CARDS VERIFIED BY: WSP

Driver's Signature: [Handwritten Signature]

Notes: _____

ENTERED 07/2021

DAILY DRIVER'S REPORT

1365

DATE: 12/6/21

DRIVER: Charles Misco Section I, Item A.

DAY OF WEEK: Mon

VEHICLE #: 45-249

1	START TIME: <u>600</u>	Location: <u>YARD</u>
	TASK: <u>pretrip</u>	
	DESTINATION: <u>YARD</u>	
	TIME OUT: <u>630</u>	JOB NO: <u>2100</u> TOTAL: <u>.5</u>
2	TIME IN <u>630</u>	Location: <u>YARD</u>
	TASK: <u>Load 20-75</u>	
	DESTINATION: <u>Boca</u>	
	TIME OUT: <u>730</u>	JOB NO: <u>31803</u> TOTAL: <u>1</u>
3	TIME IN <u>815</u>	Location: <u>Boca water plant</u>
	TASK: <u>Drop off 20-75</u>	
	DESTINATION: <u>YARD</u>	
	TIME OUT: <u>830</u>	JOB NO: <u>31803</u> TOTAL: <u>1</u>
4	TIME IN <u>915</u>	Location: <u>YARD</u>
	TASK: <u>Load up wellpoint</u>	
	DESTINATION: <u>Boca water plant</u>	
	TIME OUT: <u>1000</u>	JOB NO: <u>31803</u> TOTAL: <u>1.5</u>
5	TIME IN <u>1045</u>	Location: <u>Boca water plant</u>
	TASK: <u>unload wellpoint</u>	
	DESTINATION: <u>YARD</u>	
	TIME OUT: <u>1115</u>	JOB NO: <u>31803</u> TOTAL: <u>1.25</u>
6	TIME IN <u>1200</u>	Location: <u>YARD</u>
	TASK: <u>Load Crew Flat</u>	
	DESTINATION: <u>Barfield</u>	
	TIME OUT: <u>1230</u>	JOB NO: <u>41792</u> TOTAL: <u>1.25</u>
7	TIME IN <u>145</u>	Location: <u>Barfield</u>
	TASK: <u>UNload Crew Flat</u>	
	DESTINATION: <u>YARD</u>	
	TIME OUT: <u>200</u>	JOB NO: <u>41792</u> TOTAL: <u>3</u>
8	TIME IN <u>315</u>	Location: <u>YARD</u>
	TASK: <u>posttrip / unload</u>	
	DESTINATION: <u></u>	
	TIME OUT: <u>400</u>	JOB NO: <u>2100</u> TOTAL: <u>.5</u>

9	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:
10	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:
11	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:
12	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:

HOURLY SUMMARY		
JOB NO.	TOTAL HOURS	CODE NO.
1	2100	1.0
2	31803	4.75
3	41792	4.25 / 1250.1.
4	.	
5	.	
6	.	
7	.	
8	.	
9	.	
10	.	
11	.	
12	.	

TOTAL HOURS 10.0 ✓ cto

TIME SHEETS CODED BY [Signature]

TIME CARDS VERIFIED BY [Signature]

Driver's Signature [Signature]

Notes:

50.25

DAILY DRIVER'S REPORT

DATE: 12/15/21
 DAY OF WEEK: wed

DRIVER: Charles Misc Section I, Item A.
 VEHICLE #: 45-280

1	START TIME: <u>600</u>	Location: <u>YARD</u>
	TASK: <u>Pre-Trip</u>	
	DESTINATION: <u>Barfield</u>	
	TIME OUT: <u>715</u>	JOB NO: <u>2100</u> TOTAL: <u>-5</u>
2	TIME IN: <u>815</u>	Location: <u>Barfield</u>
	TASK: <u>pick up crew flat</u>	
	DESTINATION: <u>YARD</u>	
	TIME OUT: <u>900</u>	JOB NO: <u>41792</u> TOTAL: <u>2.5</u>
3	TIME IN: <u>1045</u>	Location: <u>YARD</u>
	TASK: <u>Drop crew flat</u>	
	DESTINATION: <u>TAMARIND</u>	
	TIME OUT: <u>1100</u>	JOB NO: <u>41792</u> TOTAL: <u>2</u>
4	TIME IN: <u>1130</u>	Location: <u>TAMARIND AV</u>
	TASK: <u>pick up pipe</u>	
	DESTINATION: <u>P.B. Recycle</u>	
	TIME OUT: <u>1215</u>	JOB NO: <u>11650</u> TOTAL: <u>1.25</u>
5	TIME IN: <u>1230</u>	Location: <u>P.B. Recycle</u>
	TASK: <u>Dump pipe</u>	
	DESTINATION: <u>TAMARIND AV.</u>	
	TIME OUT: <u>100</u>	JOB NO: <u>11650</u> TOTAL: <u>.75</u>
6	TIME IN: <u>130</u>	Location: <u>TAMARIND AV</u>
	TASK: <u>Load pipe</u>	
	DESTINATION: <u>P.B. Recycle</u>	
	TIME OUT: <u>230</u>	JOB NO: <u>11650</u> TOTAL: <u>1.5</u>
7	TIME IN: <u>300</u>	Location: <u>P.B. Recycle</u>
	TASK: <u>Dump pipe</u>	
	DESTINATION: <u>YARD</u>	
	TIME OUT: <u>345</u>	JOB NO: <u>11650</u> TOTAL: <u>2</u>
8	TIME IN: <u>415</u>	Location: <u>YARD</u>
	TASK: <u>post trip</u>	
	DESTINATION:	
	TIME OUT: <u>500</u>	JOB NO: <u>2100</u> TOTAL: <u>.5</u>

Driver's Signature: [Signature]

Notes:

9	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:
10	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:
11	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:
12	TIME IN	Location:
	TASK:	
	DESTINATION:	
	TIME OUT:	JOB NO: TOTAL:

HOURLY SUMMARY		
JOB NO.	TOTAL HOURS	CODE NO.
1 <u>2100</u>	<u>1.0</u>	
2 <u>41792</u>	<u>4.5</u>	<u>1250.1.</u>
3 <u>11650</u>	<u>5.5</u>	
4	.	
5	.	
6	.	
7	.	
8	.	
9	.	
10	.	
11 <u>(11.0)</u>	.	
12	.	
TOTAL HOURS		<u>11.0</u> ✓ <u>doi</u>
TIME SHEETS CODED BY		<u>W.P. Op</u>
TIME CARDS VERIFIED BY		

DAILY DRIVER'S REPORT

DATE: 12/20/21

DRIVER: H. Miller

WRU
Section I, Item A.

DAY OF WEEK: Mon

VEHICLE #: 45-249/40-21

1	START TIME: <u>630</u>	Location: <u>YARD</u>	TASK: <u>Pretrip</u>	DESTINATION: <u>Baefield</u>	TIME OUT: <u>700</u>	JOB NO: <u>2100</u>	TOTAL: <u>0.5</u>
2	TIME IN: <u>830</u>	Location: <u>Baefield</u>	TASK: <u>LOAD CREW MAT. ON Chuck / LOAD 3060</u>	DESTINATION: <u>YARD</u>	TIME OUT: <u>915</u>	JOB NO: <u>41791</u>	TOTAL: <u>2.25</u>
3	TIME IN: <u>1030</u>	Location: <u>YARD</u>	TASK: <u>UNLOAD</u>	DESTINATION: <u>Murphy RD</u>	TIME OUT: <u>1045</u>	JOB NO: <u>41792</u>	TOTAL: <u>1.5</u>
4	TIME IN: <u>1145</u>	Location: <u>Murphy RD</u>	TASK: <u>LOAD 20-74</u>	DESTINATION: <u>West Boca F.M.A.</u>	TIME OUT: <u>1230</u>	JOB NO: <u>31854</u>	TOTAL: <u>1.75</u>
5	TIME IN: <u>145</u>	Location: <u>West Boca F.M.A.</u>	TASK: <u>UNLOAD</u>	DESTINATION: <u>YARD</u>	TIME OUT: <u>215</u>	JOB NO: <u>71817</u>	TOTAL: <u>2.25</u>
	TIME IN: <u>245</u>	Location: <u>YARD</u>	TASK: <u>Posttrip</u>	DESTINATION:	TIME OUT: <u>300</u>	JOB NO: <u>2100</u>	TOTAL: <u>25</u>
	TIME IN:	Location:	TASK:	DESTINATION:	TIME OUT:	JOB NO:	TOTAL:
	TIME IN:	Location:	TASK:	DESTINATION:	TIME OUT:	JOB NO:	TOTAL:

9	TIME IN	Location:	TASK:	DESTINATION:	TIME OUT:	JOB NO:	TOTAL:
10	TIME IN	Location:	TASK:	DESTINATION:	TIME OUT:	JOB NO:	TOTAL:
11	TIME IN	Location:	TASK:	DESTINATION:	TIME OUT:	JOB NO:	TOTAL:
12	TIME IN	Location:	TASK:	DESTINATION:	TIME OUT:	JOB NO:	TOTAL:

HOURLY SUMMARY			
	JOB NO.	TOTAL HOURS	CODE NO.
1	<u>2100</u>	<u>.75</u>	
2	<u>41792</u>	<u>3.75</u>	<u>1250.1</u>
3	<u>71817</u>	<u>2.25</u>	<u>375</u>
4	<u>31854</u>	<u>1.75</u>	<u>1250. -</u>
5		.	
6		.	
7		.	
8		.	
9		.	
10		.	
11	<u>(0.5)</u>	.	
12		.	

TOTAL HOURS: 0.5 ✓ dp

TIME SHEETS CODED BY: WRP

TIME CARDS VERIFIED BY: B.T.

Driver's Signature: [Signature]

Notes: ENTERED

+ vac - 24 #4 summer

+ htl - 8 #8

+ 24 #4

+ 8 #8

55

14.50

46.50

DAILY DRIVER'S REPORT

DATE: 12/20/21
 DAY OF WEEK: MON

DRIVER: Charles M. Section I, Item A.
 VEHICLE #: 45-280

1	START TIME: <u>600</u>	Location: <u>YARD</u>	
	TASK: <u>Pretrip</u>		
	DESTINATION: <u>Barfield</u>		
	TIME OUT: <u>715</u>	JOB NO: <u>2100</u>	TOTAL: <u>.5</u>
2	TIME IN: <u>830</u>	Location: <u>Barfield</u>	
	TASK: <u>pick up crew flat</u>		
	DESTINATION: <u>YARD</u>		
	TIME OUT: <u>915</u>	JOB NO: <u>41792</u>	TOTAL: <u>2.75</u>
3	TIME IN: <u>1045</u>	Location: <u>YARD</u>	
	TASK: <u>Drop off crew flat</u>		
	DESTINATION: <u>710 Emergency Job</u>		
	TIME OUT: <u>1100</u>	JOB NO: <u>41792</u>	TOTAL: <u>1.75</u>
4	TIME IN: <u>1130</u>	Location: <u>710 Emergency Job</u>	
	TASK: <u>pick up 20-84</u>		
	DESTINATION: <u>YARD</u>		
	TIME OUT: <u>1145</u>	JOB NO: <u>86078</u>	TOTAL: <u>.75</u>
5	TIME IN: <u>1215</u>	Location: <u>YARD</u>	
	TASK: <u>Drop off 20-84</u>		
	DESTINATION: <u>Emergency Job</u>		
	TIME OUT: <u>1230</u>	JOB NO: <u>86078</u>	TOTAL: <u>.75</u>
6	TIME IN: <u>100</u>	Location: <u>Emergency Job</u>	
	TASK: <u>pick up 20-75</u>		
	DESTINATION: <u>YARD</u>		
	TIME OUT: <u>115</u>	JOB NO: <u>86078</u>	TOTAL: <u>2.5</u>
7	TIME IN: <u>145</u>	Location: <u>YARD</u>	
	TASK: <u>Drop off 20-75</u>		
	DESTINATION:		
	TIME OUT: <u>300</u>	JOB NO: <u>2100</u>	TOTAL: <u>.5</u>
8	TIME IN:	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:

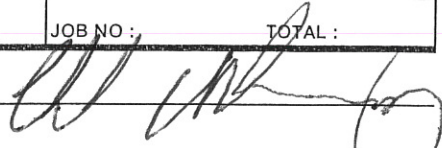
9	TIME IN:	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:
10	TIME IN:	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:
11	TIME IN:	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:
12	TIME IN:	Location:	
	TASK:		
	DESTINATION:		
	TIME OUT:	JOB NO:	TOTAL:

#1365

HOURLY SUMMARY

JOB NO.	TOTAL HOURS	CODE NO.
1	<u>2100</u>	<u>1.0</u>
2	<u>41792</u>	<u>4.5</u> <u>1250.1.</u>
3	<u>86078</u>	<u>3.5</u> <u>1250.1.</u>
4		.
5		.
6		.
7		.
8		.
9		.
10	<u>9.0</u>	.
11		.
12		.

TOTAL HOURS: 9.0 ✓ dpi
 TIME SHEETS CODED BY: AP WP
 TIME CARDS VERIFIED BY:

Driver's Signature: 
 Notes: ME Vae/Hen

39

2022 Equipment Rates for FDOT Jobs

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
45-104 Tandem Truck Tractor	\$67.94
45-115 Single Axle Truck Tractor	\$68.41
45-117 Tri-Axle Truck Tractor	\$69.20
45-128 Tandem Flat Bed (24') Truck	\$39.20
45-164 Tri-Axle Dump Truck - Steel Body	\$71.29
45-249 Tri-Axle Truck Tractor	\$70.09
45-279 Tandem Tractor	\$70.91
45-280 Single Axle Tractor	\$70.91
45-331 Tri-Axle Dump Truck	\$73.40
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)	\$46.77
25-52 CAT 430D IT (Combination Backhoe)	\$62.86
25-67 CAT 420F IT (Combination Backhoe)	\$55.81
20-57 Liebherr R912 Excavator (Rubber Tire)	\$104.93
20-63 John Deere 220D Excavator (Rubber Tire)	\$167.49
20-75 Liebherr A900C	\$104.93
Track Excavators	
20-37 Liebherr R934 HD SL Excavator	\$148.34
20-39 Inter-Drain 6050HT (Sock Machine)	\$94.02
20-40 Liebherr R912 HD SL Excavator	\$133.98
20-44 Liebherr R944 HD SL Excavator	\$152.71
20-48 Liebherr R944 HD SL Excavator	\$147.05
20-50 Liebherr R934 B HD SL Excavator	\$150.33
20-53 Liebherr R944 B HD SL Excavator	\$147.36
20-54 Liebherr R934 B HD SL Excavator	\$150.33
20-55 Liebherr R954 C HD Excavator	\$207.14
20-56 Komatsu PC398 USLC-3EO Excavator	\$133.70
20-59 Caterpillar 328D Excavator	\$156.16
20-60 Caterpillar 336DL Excavator	\$158.23
20-65 Komatsu PC360-LC-10 Excavator	\$152.89
20-68 Komatsu PC390-LC-10 Excavator	\$160.87
20-69 Komatsu PC240-LC-11 Excavator	\$145.09
20-70 Komatsu PC390-LC-11 Excavator	\$170.40
20-71 Komatsu PC390-LC-11 Excavator	\$170.97
20-72 Komatsu PC138-LC-11 Excavator	\$113.53
20-73 Komatsu PC290-LC-11 Excavator	\$160.53
20-74 Komatsu PC138-LC-11 Excavator	\$105.22
20-77 Caterpillar 323DL Excavator	\$138.85
20-78 Caterpillar 325 Excavator	\$136.47
20-79 Komatsu PC238-LC-11 Excavator	\$124.04
20-80 Komatsu PC138-LC-11 Excavator	\$105.22
20-81 Caterpillar 307E2 Excavator	\$67.72
20-82 John Deere 350G LC	\$161.87
20-84 John Deere 50G	\$41.18
20-86 John Deere 345G	\$161.87
20-87 John Deere 380G	\$221.99
Wheel Loaders	
30-30 John Deere 644H Loader	\$66.30
30-32 Liebherr L544 Loader	\$88.13
30-33 Volvo L70 Loader	\$49.20
30-34 Liebherr L538 Loader	\$85.12
30-36 Volvo L90E Loader	\$56.04
30-37 Volvo L110E Loader	\$71.11
30-38 Komatsu WA380-6 Loader	\$64.08
30-39 Komatsu WA380-6 Loader	\$64.71
30-40 Caterpillar 950H Loader	\$70.41
30-42 Komatsu WA320-6 Loader	\$59.12
30-43 Komatsu WA380-7 Loader	\$78.10
30-44 Komatsu WA200-7 Loader	\$58.47
30-45 Komatsu WA320-7 Loader	\$59.86
30-46 Caterpillar 938K Loader	\$87.44
30-47 Komatsu WA200-7 Loader	\$59.83
30-48 Komatsu WA380-7 Loader	\$80.82
30-49 Komatsu WA380-8 Loader	\$89.30
30-50 Caterpillar CAT 906M Loader	\$42.64
30-51 Komatsu WA-320-8 Loader	\$71.42
30-52 Komatsu WA-270-8 Loader	\$75.49
30-53 Caterpillar 930M Loader	\$72.61
30-54 Caterpillar 930M Loader	\$72.61
30-55 John Deere 524L	\$68.20
30-56 John Deere 544L	\$69.06
30-57 John Deere 524L	\$68.20
30-58 John Deere 544L	\$69.06
30-59 John Deere 644L	\$91.09
30-60 John Deere 644L	\$91.09
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 KX980-3 (70 HP Kubota)	\$76.53
35-64 Mini-Hoe Kubota KX913R2 (30 HP Kubota)	\$19.03
35-66 Mini-Hoe Kubota KX121-3ST (30 HP Kubota)	\$24.06
20-67 Caterpillar 305E2 (11k LBS Mini)	\$47.38
20-88 Takeuchi TB260	\$47.34
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	\$42.07
75-31 Dynapac CA121D Vibratory Roller	\$37.07
75-32 Dynapac CA121D Vibratory Roller	\$37.43
75-33 Dynapac CA121D Vibratory Roller	\$37.26
75-34 Dynapac CC900G double drum	\$15.34
75-35 Volvo SD45D Vibratory Roller single drum	\$35.68
75-36 Volvo SD45D Vibratory Roller single drum	\$35.70
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
8' 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)	\$55.29
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"x8"x10'	\$18.00
Stone Boat (12 C/Y)	\$85.00
Mainhole box 8'x14'x4'	\$80.00
Trench Shield Box 24'x8'x6"	\$120.00
Trench Shield Box 24'x8'x4"	\$165.00
Trench Shield Box 20'x8'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'x8"	\$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"	\$190.00
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
Walking Saw	\$9.53
Cut off Saw 14"	\$7.50
Generator	\$4.85

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

November 8, 2021

CHANGE ORDER # 1

Rosso Site Development

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

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

Field & Office

Canal Cross Sections at 25' Intervals (150' East and 150' West)

Total CO#1 Lump Sum Fee \$ 3,150.00

As to CONSULTANT

As to CLIENT

Atlas Surveying & Mapping Inc.

Rosso Site Development

Kenneth Drury, P.S.M.
President
Date: _____

Name
Title
Date: _____

EAST BEACH WATER CONTROL DISTRICT
PERMIT FOR ACTIVITIES AFFECTING DISTRICT FACILITIES

Permit No. 21-03
Date of Issuance: 01/11/2022
Expiration Date: 01/11/2023

Permittee: Rosso Site Development, Inc.
Attn: Joe Rosso III
1302 S. J Street
Lake Worth, FL 33460
(561) 718-4464
Joe3@rossositedevelopment.com

PROJECT NAME: Barfield Highway Reconstruction - Dewatering

This permit is issued under the provisions of Chapter 298, Florida Statutes.

The above-named permittee is hereby authorized to perform the dewatering activities for the replacement of the 84" culvert at the C-2 (Pelican) Canal with an 84" x 56 LF RCP culvert as described in the attached Dewatering Plan prepared by the Contractor.

GENERAL CONDITIONS

1. The permit is subject to revocation or alteration by the District for violation of any permit condition.
2. The issuance of this permit does not relieve the permittee of any responsibility to obtain any other federal, state, local, or special district permit which may be required.
3. The permittee grants the District the right of access onto any and all property in the permittee's possession or control for the purpose of inspection of all facilities or equipment involved in the discharge of water to District works.
4. The District retains the right to remove any and all of the permittee's equipment located in District right-of-ways or connected to District works at the termination or revocation of this permit.
5. The District does not assume and hereby disclaims any and all liability for any damage to any of permittee's property located in any District right-of-way.
6. To the extent permitted by law, the permittee and the District each shall indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or willful misconduct in the operations or activities by the indemnifying party or the employees, agents, contractors, or licensees, of the indemnifying party. The

foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor a waiver of any defense the parties may have under such statute, nor shall the same be construed to constitute agreement by either Party to indemnify the other Party for such other Party's negligent, willful, or intentional acts or omissions, nor as consent to be sued by third parties.

7. The permittee is further subject to any and all requirements contained in Adopted District policy or procedures.


SPECIFIC CONDITIONS

- 1) The following attached exhibits are made part of this permit: Pelican Canal Dewatering Plan prepared by Johnson-Davis (contractor).
- 2) The work authorized shall be completed in accordance with the following plans referenced above.
- 3) If the plans referenced in Specific Condition 2 are revised as a result of comments by SFWMD, or for any other reason, the revised drawings shall be submitted to East Beach Water Control District.
- 4) East Beach Water Control District shall be notified in writing at least 72 hours prior to discharge. Contact Mr. David Davis, District Manager at districtmanager@sflcd.com or 561-996-2940.
- 5) Activities shall be conducted in a manner that does not cause violations of State Water Quality Standards. The Contractor shall implement best management practices for erosion and pollution control to prevent violation of State Water Quality Standards. Turbidity monitoring shall be required if water quality issues are identified based on a visual inspection.
- 6) Temporary erosion control shall be implemented prior to discharge and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into Canal 2 exists due to the proposed work. Turbidity barriers shall remain in place at all locations until discharge is completed and soils are stabilized and vegetation has been established. Thereafter, the contractor shall be responsible for the removal of the barriers. The contractor shall correct any erosion or shoaling that causes adverse impacts to the water resources.
- 7) Clean fill shall be used to construct the cofferdams. An overflow weir at elevation 7.5 ft NGVD will be provided.

- 8) Surveyed cross sections shall be provided of the existing Canal 2 both upstream and downstream of the 84" culvert, through the limits of the proposed cofferdam construction, and prior to demobilization of the Contractor offsite, to confirm the canal cross section has been restored.
- 9) An additional 12" Hydraulic Pump 2240 (GPM) will be placed onsite as a means for bypass pumping of water from one end of the canal to the other, for irrigation needs when required by EBWCD. Bypass pumping will also be in place onsite as an additional protection during significant rainfall events.
- 10) Emergency Action Plan: During significant rainfall events: The Contractor will install weirs in the cofferdams at an elevation of 7.5 ft NGVD to provide relief. An excavator will remain onsite for this use during this scope of work. Continuous monitoring of changing weather patterns daily/hourly during dewatering activities will be required to ensure that precautions are taken to anticipate these types of events.
- 11) Within 30 days after completion of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered Professional Engineer or other appropriate individual as authorized by law. The statement of completion and certification shall be based on on-site observation of the discharges for the purpose of determining if the well discharges were completed in compliance with permit conditions and State Water Quality Standards.

PERMITTEE _____ EAST BEACH WATER CONTROL DISTRICT

Accepted this date by:

Signature  _____ Date 1/13/2022 _____
Date David Davis Date
District Manager

Pelican Canal Dewatering Plan

Dewatering Means and Methods: Well Point System

Johnson-Davis is proposing Well Pointing as the dewatering method, using 15' points to achieve the lowering of water levels in the canal. These wellpoints will be placed along the banks of the canal and cofferdams. A 12" Hydraulic Pump, Flow Rate of 2240 (GPM), and will be required to run continuously during the installation of 84" Pipe and Endwalls. We shall keep within volume threshold for SFWMD for a No Notice Dewatering Permit.

Bypass Pumping

An additional 12" Hydraulic Pump 2240 (GPM) will be placed onsite as a means for bypass pumping water from one end of the canal to the other, for irrigation needs "when required".

Turbidity Monitoring (if applicable)

To settle the solids in the dewatering effluent prior to discharge back into the C-2 Canal we will meet State water quality standards by turbidity monitoring. If turbidity levels are higher than 29 NTUs above background levels, dewatering will be shut down. A settling basin(s) may be needed to pump the dewatering effluent into, prior to discharge back into the canal.

Cofferdam Material:

Clean fill (No Muck/No Road Base) provided by Rosso will be used as material needed to build the Cofferdams. A weir will be installed, in place, at a Typical Water Level Elevation of 7.5 NAVD

NGVD

Canal Cross Sections:

Rosso's Survey Team will be required to record existing cross-sections of the canal where the cofferdams are proposed will be required and post construction cross sections as well, to confirm the canal has been restored to its original cross section.

Emergency Action Plan: During Heavy Rain Events:

NGVD

Johnson-Davis will install weirs in the cofferdams at an elevation of NAVD 7.5 to provide protection from flooding from heavy rain waters.

An Excavator will remain onsite for this use during this scope of work if removing the cofferdams is deemed necessary.

Continuous monitoring of changing weather patterns daily/hourly during this scope of work will also be required to ensure that precautions are taken to anticipate these types of events.

Bypass pumping will be in place onsite as an additional protection from heavy rains and flood waters.

Edric Martin, Superintendent, is the Emergency P.O.C. 561-718-4508.

Chad Rawlinson, PM, 561-356-2649

Dewatering Plan

Johnson-Davis Proposed Dewatering Bypass Plan

6-8 Week Duration

Legend

Turbidity Barrier

Downstream Area of Discharge

12" Hydraulic Pump Capacity 2240 (gpm) for Bypass Pumping

Well Point System with 15' Points to draw down water levels.

Cofferdam

Cofferdam

Turbidity Barrier

12" Hydraulic Pump Capacity 2240 (gpm) For Wellpoint System

Area of Work: Installation of (2) 84" Endwalls and pipe.

Method of constructing cofferdams will be achieved by pushing stockpiled clean fill material, across the canal.

Alternate: Method may require driving metal sheeting across the width of canal.

Section I, Item A.

100 ft

From: Reyna, Ricardo <Ricardo.Reyna@dot.state.fl.us>
Sent: Thursday, September 15, 2022 4:26 PM
To: Kennedy, Leos
Cc: Williams, Mya
Subject: RE: Rosso Change Order #3 FIN 442030-1-54-01

Leos, I have reviewed the CO for Bypass Pumping, Survey (Ros-15) and concur with the scope of work with the additional FDOT funding of \$48,136.96 and no time extension to the Contract.

There will be no time added to the Agreement due to this Change Order.

Thanks

Ricardo A. Reyna, P.E.
Local Program Technical Reviewer
District 4 Program Management Office
3400 W. Commercial Blvd.
FT. Lauderdale, FL 33309-3451
Work Phone: 954-777-4195
Email: Ricardo.Reyna@dot.state.fl.us

From: Kennedy, Leos <Leos.Kennedy@dot.state.fl.us>
Sent: Wednesday, September 14, 2022 9:57 AM
To: Reyna, Ricardo <Ricardo.Reyna@dot.state.fl.us>
Cc: Williams, Mya <Mya.Williams@dot.state.fl.us>
Subject: FW: Rosso Change Order #3 FIN 442030-1-54-01

Ricardo,

Please review ASAP and provide your concurrence or rejection to the attached Change order.

Thank you.

Leos A. Kennedy, Jr., FCCM
(Leos. Leo with an "s", not LEO)
Florida Department of Transportation
Program Management Unit
3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309
954-777-2285
Leos.Kennedy@dot.state.fl.us
Schedule M-F 8:00 am to 4:30 pm
Lunch M-F: 1:30 pm to 2:00 pm



AGENDA
MEMORANDUM

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

DATE: 6th October 2022

GENERAL SUMMARY/BACKGROUND:

Barfield Highway Change Order #10 – This change order is for Barfield Highway Reconstruction. The change order is for compensation to Rosso Site Development (contractor) for the cost difference of Type 9 inlet slabs for the five (5) drainage structures on the west side of Barfield Highway.

On September 12, 2022, City Commission approved CO #6 (Resolution 2022-35) for the exploratory work for the inlet slabs for the drainage structure. This change order relates to the previous CO #6 and would compensate the Contractor to implement the solution. This solution is providing the five (5) structures: S-125, S-130, S-140, S-145 and S-147 as directed by the EOR to change the inlet tops. The Contractor was directed to install type 9 tops in lieu of the P-5 and P-6 shown on the original plan.

Rosso is entitled to 100% of the \$2,470.22 cost difference for the inlet slab tops as directed in the RFI response (w/the EOR).

BUDGET IMPACT: \$2,470.22 concurrency is granted by FDOT for this funding. There are no additional days allotted for this change order.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this change order #10.

ATTACHMENTS:

Change Order #10
Resolution 2022 - 45

RESOLUTION 2022 - 45

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 10 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 26th, 2019, the City and the Florida Department of Transportation (FDOT) enter 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 providing Type 9 inlet top slabs for five (5) drainage structures on the west side of Barfield Highway.

WHEREAS, a change order from the previous change order #6 compensated the contractor for exploratory work done by the contractor for guidance to resolve the utility conflicts with the drainage.

WHEREAS, the contractor will be compensated to implement the solution to the previous conflict with the drainage, as this solution will provide different inlet tops than prescribed in the original contract plan; and

WHEREAS, the Engineer of Record (EOR) was directed to change the inlet tops at the following five structures: S-125, S-130, S140, S-145, and S-147. The Contractor is directed to install type 9 tops in lieu of the P-5 or P-6 shown in the original contract plan; hence the smaller top slab would allow for the box structures to be moved away from the utility in accordance with the Entitlement Analysis from the Sr, Project CEI, Robert Audette; and

WHEREAS, Rosso Site Development is entitled to the cost difference of providing different tops as directed by the RFI response. The Contractor shall be entitled to 100% of the \$2,470.22 for the different inlet tops for the conflict resolution. No additional time will be granted for this change order per FDOT concurrence.

WHEREAS, the City Commission of the City of Pahokee finds that a Change Order is necessary to compensate the contractor for the difference in cost of the inlet tops as prescribed in the original contract plan for the west side of Barfield Highway for the Barfield Highway Reconstruction Project.

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 ratified and confirm 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 #10 to perform and complete the concrete slope pavement not included in the original plan along the retaining wall of the Pelican Canal.

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 October 2022.

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 #10



CHANGE ORDER #10

Project: Barfield Highway Reconstruction
Date of Issuance: 07/19/2022
Owner: City of Pahokee
Project Engineer: Momentum CEI
Consultant/Contractor: Rosso Site Development

Project No: FM# 442030-1-31-01
Effective Date: 10/11/2022

Purpose of Change Order:

Barfield Highway Change Order #10 – This change order is for Barfield Highway Reconstruction. The change order is for the compensation to Rosso Site Development (contractor) for the difference of cost for providing Type 9 inlet slabs for the five (5) drainage structures on the west side of Barfield.

The contractor was previously approved for CO #6 for the compensation of the exploratory work for the utility conflicts as it relates to this change order for the Type 9 inlet slabs. This Change Order #10 allows for compensation of the difference of cost of \$2,470.22 to the Contractor for the inlet slab for the 5 structures.

The Engineer of Record directed the contractor to change the inlet tops for S-125, S-130, S-140, S-145, and S-147. The Contractor was directed to install type 9 tops in lieu of the P5 or P6 as shown in the original plan documents as per the Entitlement Analysis provided by Sr. Project Engineer, CEI, Robert Audette.

Rosso Site Development is entitled to 100% of the \$2,470.22 for the difference in cost for the inlet tops for the conflict resolution. This cost will be covered by FDOT and per FDOT no additional time will be allotted 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:
\$2,470.22- cost covered by FDOT

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, 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: Type 9 Inlet Tops, RFI 21

Description & Analysis:

This Change Order is written to compensate the contractor for providing Type 9 inlet top slabs for five drainage structures on the west side of Barfield.

RFI #21: EOR solution to resolve drainage conflicts on the West side of Barfield.

The Contractor issued RFI #21 on 3/2/22 asking for guidance to resolve Utility conflicts with drainage. A previous Change Order compensated for exploratory work done by the contractor on this topic. In this Change Order, the contractor is being compensated to implement the solution of the RFI: to provide different inlet tops than those prescribed in the original plan.

In his response to RFI #21, the EOR directed to change the inlets tops at the following five structures:S-125, S-130, S-140, S-145 and S-147. The Contractor was directed to install type 9 tops in lieu of the P-5 or P-6 shown in the original plan. The smaller top slab would allow for the box structures to be moved away from the utility.

The contractor is entitled to the cost difference for providing different tops as directed by the RFI response.

No time is granted with this Change Order.

The Contractor is 100% entitled to \$2470.22 to provided different inlet tops for conflict resolution.



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 BREAKDOWN

Description of work: West side drainage structure top changes per EOR comments. S125, S130, S140, S145, S147
 CO #: 19

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	\$64.29	\$0.00
2	Foreman (w/ Pick-Up)		HR	\$44.21	\$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	Pick Up		HR	\$26.52	\$0.00
11			HR		\$0.00
				Labor Subtotal	\$0.00
				Burden	0.5146 \$0.00
				Markup	0.150 \$0.00
				LABOR TOTAL:	\$0.00

1 7/19/2022 BRS Credit for cost difference of original tops

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 0.175 \$0.00

MATERIAL TOTAL: \$0.00

SUBCONTRACTORS					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Johnson Davis	1	LS	\$2,304.57	\$2,304.57
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 \$2,304.57
 Markup 0.05 \$115.23

SUBCONTRACTOR TOTAL: \$2,419.80

Equipment Total: \$0.00
 Labor Total: \$0.00
 Material Total: \$0.00
 Subcontractors Total: \$2,419.80

Bond & General Liability Insurance: \$50.43
 MOT: \$0.00

Total: \$2,470.22



CHANGE ORDER REQUEST

Date: July 13, 2022
 Customer/Owner: Rosso Site Development
 Address: 1302 South J Street
 City, State Zip: Lake Worth, FL 33460

J-D COR #: 21

Attn: Blair Simpson

Project: Barfield Hwy
 Project #: 41792
 Re: Westside Drainage Structure Change (Type 9 Modified Tops)

Blair,

West side Drainage Structure Top Changes for Barfield Hwy per EOR comments and RFI 11 response.

DATE: TBD
 TASK: Westside Drainage Structure Change (Type 9 Modified Tops)

1	Labor	1	LS	\$0.00	\$0.00
2	Equipment	1	LS	\$0.00	\$0.00
3	Material	1	LS	\$2,304.57	\$2,304.57
4	Subcontractors	1	LS	\$0.00	\$0.00

Total Amount of Change Order: \$2,304.57

Total Amount of Days Added to The Contract:

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



Johnson-Davis Inc.

Job Name: Barfield Hwy

Date: 7/13/2022

JD Job #: 41792

Description of Work: Westside Drainage Structure Change (Type 9 Modified Tops)

Labor

Name	Position	Standard Hours	Overtime Hours	Standard Rate	Overtime Rate	Total
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -

Labor Subtotal \$ -
 Burden 0.442 \$ -
 Markup on Labor 15.0% \$ -

Labor Total \$ -

Equipment

Description	Qty	Hours	Rate	Total
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Equipment Subtotal: \$ -
 Markup on Equipment 15.0% \$ -

Equipment Total \$ -

Material

Description	Qty	Unit	Rate	Total
S-125 A 54" Sq. Top Slab w/ Speacial Key Way	1	EA	\$ 1,425.00	\$ 1,425.00
S-130 A 54" Sq. Top Slab w/ Speacial Key Way	1	EA	\$ 1,425.00	\$ 1,425.00
S-140 A 54" Sq. Top Slab w/ Speacial Key Way	1	EA	\$ 1,425.00	\$ 1,425.00
S-145 A 54" Sq. Top Slab w/ Speacial Key Way	1	EA	\$ 1,425.00	\$ 1,425.00
S-147 A 54" Sq. Top Slab w/ Speacial Key Way	1	EA	\$ 1,425.00	\$ 1,425.00
S-125 P-5 Throat	-1	EA	\$ 991.00	\$ (991.00)
S-130 P-5 Throat	-1	EA	\$ 991.00	\$ (991.00)
S-140 P-5 Throat	-1	EA	\$ 991.00	\$ (991.00)
S-147 P-5 Throat	-1	EA	\$ 991.00	\$ (991.00)
S-145 P-6 Throat	-1	EA	\$ 1,203.00	\$ (1,203.00)
				\$ -

Material Subtotal: \$ 1,958.00
 Tax 7% \$ 137.06
 Markup on Material 10.0% \$ 209.51

Material Total \$ 2,304.57

Subcontractor

Description	Qty	Unit	Rate	Total
				\$ -
				\$ -

Subcontractor Subtotal: \$ -
 Markup on Subcontractors (up to \$50,000.00) 10.0% \$ -
 Markup on Subcontractors (after \$50,000.00) 5.0% \$ -

Subcontractor Total \$ -

Total: \$ 2,304.57

Comments:



AGENDA
MEMORANDUM

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

DATE: 6th October 2022

GENERAL SUMMARY/BACKGROUND:

Barfield Highway Change Order #11 – This change order is for Barfield Highway Reconstruction. The change order is for compensation to Rosso Site Development (contractor) for the installation of two (2) line stops.

Installation of a 6” line stop is needed near 4th street and another will 8” line stop will be installed on 5th street to allow for the activation of the phase 1 new water line on Barfield between these side streets. The line stops are needed because there is currently no functioning valve to shut down the existing waterline in the vicinity to make the switch over the new water line.

Rosso is entitled to 100% of the \$19,145.60 to perform and complete the work.

The requested change order includes one (1) additional day to be granted.

BUDGET IMPACT: \$19,145.60 concurrency is granted by PBCWUD for this additional cost.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this change order #11.

ATTACHMENTS:

Change Order #11
Resolution 2022 - 46

RESOLUTION 2022 - 46

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 11 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.

WHEREAS, pursuant to Resolution 2016-20 adopted by the City Commission of the City of Pahokee, Florida (“CITY”) on September 14, 2016, the City and Palm Beach County Glades Utility Authority (County Resolution #2013-0094); and

WHEREAS, pursuant to Resolution 2016-, the City approved the Interlocal Agreement with Palm Beach County Water Utility Agreement funding for the reconstruction of Barfield Highway in the amount of \$1,046,389.63 to be reimbursed to the City of Pahokee for the Reconstruction of Barfield Highway and authorizes the Mayor to execute the necessary agreement; and

WHEREAS, a change order is necessary to compensate Rosso Site Development to perform and complete the work to install four line stops; and

WHEREAS, a watermain crosses Barfield Highway at station 57+90, close to structures S-128. The watermain is in direct conflict with the new 24” drainpipe. A pair of 6” line stops will be installed at 4th street and one 8” line stops will be installed on 5th street; and

WHEREAS, there is currently no functional valve to shut down the existing waterline these line stops are needed in the vicinity in order to switch over to the new waterline: and

WHEREAS, the City Commission of the City of Pahokee finds that a Change Order is necessary to compensate the contractor for additional work and additional one day for the performance and completion of the installation of the two new linestops; and

WHEREAS, the contractor will be compensated in the amount of \$19,145.60 to perform the additional work and will be granted the one additional day with this change order.

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 ratified and confirm 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 #11 to perform and complete the concrete slope pavement not included in the original plan along the retaining wall of the Pelican Canal.

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 October 2022.

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 #11



CHANGE ORDER #11

Project: Barfield Highway Reconstruction

Project No: FM# 442030-1-31-01

Date of Issuance: 08/18/2022

Effective Date: 10/11/2022

Owner: City of Pahokee

Project Engineer: Momentum CEI

Consultant/Contractor: Rosso Site Development

Purpose of Change Order:

Barfield Highway Change Order #11 – This change order is for Barfield Highway Reconstruction. The change order is for the compensation to Rosso Site Development (contractor) for the additional installation of two (2) line stops.

Two (2) additional line stops are needed at: 4th Street – installation of a 6” line stop and an 8” line stop on 5th street. These line stops allow for the activation of the phase 1 new waterline on Barfield Highway between these side streets. There currently are no functional valve to shut down the existing waterline in the vicinity to effectively switch to the new line.

Rosso Site Development is entitled to 100% of the \$19,145.60 to perform and complete the above stated work. This cost will be covered by PBCWUD and per PBCWUD an additional day has been granted 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: \$19,145.60- cost covered by PBCWUD

Increase/Decrease in Contract Times: Substantial Completion: 1 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: [Signature] (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: Rosso Change Order for Two Linstops Installation to activate New Waterline

Description & Analysis:

This Change Order is written to compensate the contractor for additional work to install two linstops.

Issue: Activation of New Waterline, Phase 1 between 5th Street and 4th Street

A 6" linstop is needed near 4th street and another 8" linstop on 5th Street to allow for the activation of the phase 1 new waterline on Barfield between these side streets. The linstops are needed because there is not a functional valve to shut down the existing waterline in the vicinity to make the switch over to the new watermain.

1 day is granted with this Change Order.

The Contractor is 100% entitled to \$19,145.60 to perform the additional work.



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 BREAKDOWN

Description of work: Price associated with installing a double linestop for the tie-in of the old system to new at 5th Street. 8" and 6".

CO #: 22

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	8	HR	\$32.46	\$259.68
17	Dump Truck		HR	\$65.00	\$0.00
18	Curb Machine		HR	\$58.75	\$0.00
				Equipment Subtotal	\$259.68
				Markup 0.150	\$38.95
				EQUIPMENT TOTAL:	\$298.63

LABOR					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Superintendent	8	HR	\$64.29	\$514.32
2	Foreman (w/ Pick-Up)		HR	\$44.21	\$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					\$0.00
11					\$0.00
				Labor Subtotal	\$514.32
				Burden 0.5146	\$264.67
				Markup 0.150	\$77.15
				LABOR TOTAL:	\$856.14

MATERIAL					
#	Description	Qty	Unit	Unit Cost	Total Cost
1					\$0.00
2					\$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 - Install 8" and 6" Linestop @ 5th St	1	LS	\$16,000.00	\$16,000.00
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					\$16,000.00
Markup					0.10 \$1,600.00
SUBCONTRACTOR TOTAL:					\$17,600.00

Equipment Total: \$298.63
 Labor Total: \$856.14
 Material Total: \$0.00
 Subcontractors Total: \$17,600.00

Bond & General Liability Insurance: \$390.83
 MOT: \$0.00

Total: \$19,145.60



Contractor Name
Subcontractor Quote


Appendix 'A'



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



CHANGE ORDER REQUEST 25

Date: August 15, 2022
Customer/Owner: Rosso Site Development
Address: 1302 South J Street
City, State Zip: Lake Worth, FL 33460

Attn: Blair Simpson

Project: Barfield Hwy
Project #: 41792
Re: Double Linestop 6" & 8" for 5th St water tie-in

J-D COR #: 25

James,

Price associated with installing a double linestop for the tie-in of the old system to new at 5th Street. 8" and 6". Pricing based on Line Items #237 & #238 of WUD 19-040 Pipeline Continuing Construction Contract.

DATE: TBD
TASK: Double Linestop 6" & 8" for 5th St water tie-in

237	6" Single Line Stop (for PVC/DIP/CIP/AC)	1	LSU	\$7,500.00	\$7,500.00
238	8" Single Line Stop (for PVC/DIP/CIP/AC)	1	LSU	\$8,500.00	\$8,500.00
Total Amount of Change Order:					\$16,000.00

Total Amount of Days Added to The Contract:

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



Johnson-Davis Inc.

Job Name: Barfield Hwy
 JD Job #: 41792

Date: 8/15/2022

Description of Work: Installtion of Double Line Stops to tie in existing water to new water main

Labor

Name	Position	Standard Hours	Overtime Hours	Standard Rate	Overtime Rate	Total
Superintendent		5		\$ 69.26	\$ 103.89	\$ 346.30
Foreman	Foreman	8		\$ 43.15	\$ 64.72	\$ 345.18
Operator - Excavator	Oper-Exc	8		\$ 26.41	\$ 39.62	\$ 211.32
Operator - Loader	Oper-Ldr	8		\$ 22.63	\$ 33.94	\$ 181.03
Pipe Layer	PL	8		\$ 24.85	\$ 37.27	\$ 198.78
Skilled Laborer	SL	8		\$ 19.78	\$ 29.67	\$ 158.23
Skilled Laborer	SL	8		\$ 19.78	\$ 29.67	\$ 158.23
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -

Labor Subtotal \$ 1,599.07
 Burden 0.442 \$ 706.79
 Markup on Labor 15.0% \$ 345.88

Labor Total \$ 2,651.74

Equipment

Description	Qty	Hours	Rate	Total
Superintendent Vehicle	1	5	\$ 45.86	\$ 229.30
Foreman Truck with Hand Tools	1	8	\$ 46.09	\$ 368.72
20-87 John Deere 380G	1	8	\$ 221.99	\$ 1,775.92
30-60 John Deere 644L	1	8	\$ 91.09	\$ 728.72
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Equipment Subtotal: \$ 3,102.66
 Markup on Equipment 15.0% \$ 465.40

Equipment Total \$ 3,568.06

Material

Description	Qty	Unit	Rate	Total
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Material Subtotal: \$ -
 Tax 7% \$ -
 Markup on Material 10.0% \$ -

Material Total \$ -

Subcontractor

Description	Qty	Unit	Rate	Total
Rangline	1	LSU	\$ 8,915.00	\$ 8,915.00
			\$ -	\$ -

Subcontractor Subtotal: \$ 8,915.00
 Markup on Subcontractors (up to \$50,000.00) 10.0% \$ 891.50
 Markup on Subcontractors (after \$50,000.00) 5.0%

Subcontractor Total \$ 9,806.50
Balancing \$ (26.30)
Total: \$ 16,000.00

Comments:

COR 25 Narrative

Edric Martin and Chuck Gant has determined that the only way to make the phase 1 tie-in is to install two linestops, a 6" and a 8" to shut off water as existing valves are either not working or in the vicinity to make the shut in possible for the tie-in.



JOHNSON-DAVIS INC.

Contractors

604 HILLBRATH DRIVE
LANTANA, FL 33462-1694

PHONE: 561-588-1170 FAX: 561-585-5252
CU-C043087

Subject: Labor Burden Certification

I, John P. Stanley, the Chief Financial Officer of Johnson-Davis, Inc., certify that the following statements are true and correct. The following information is submitted pursuant to Specification 4-3.2.1:

Burden Rate Breakdown									
Workers Compensation	State Unemployment & Federal	FICA	Vacation, Holiday, Personal Time, Bereavement Pay	Health / Dental Insurance	Life Insurance	401(K)	G/L Ins.	Disability Insurance	DFWP
0.065	0.062	0.0765	0.07	0.095	.0017	0.04	0.022	0	0.01

TOTAL BURDEN RATE = 44.2%

If you have any questions or require any additional information, feel free to contact me.

Thank you,

John Stanley
Chief Financial Officer



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

State of Florida, County of Palm Beach

Sworn and subscribed before me this 09 day of March, 2019 ²⁰²² ₂₀₂₀

Notary Public

Personally known to me

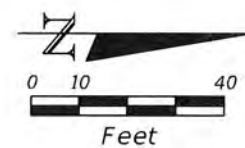
My Commission Expires: 01.22.24



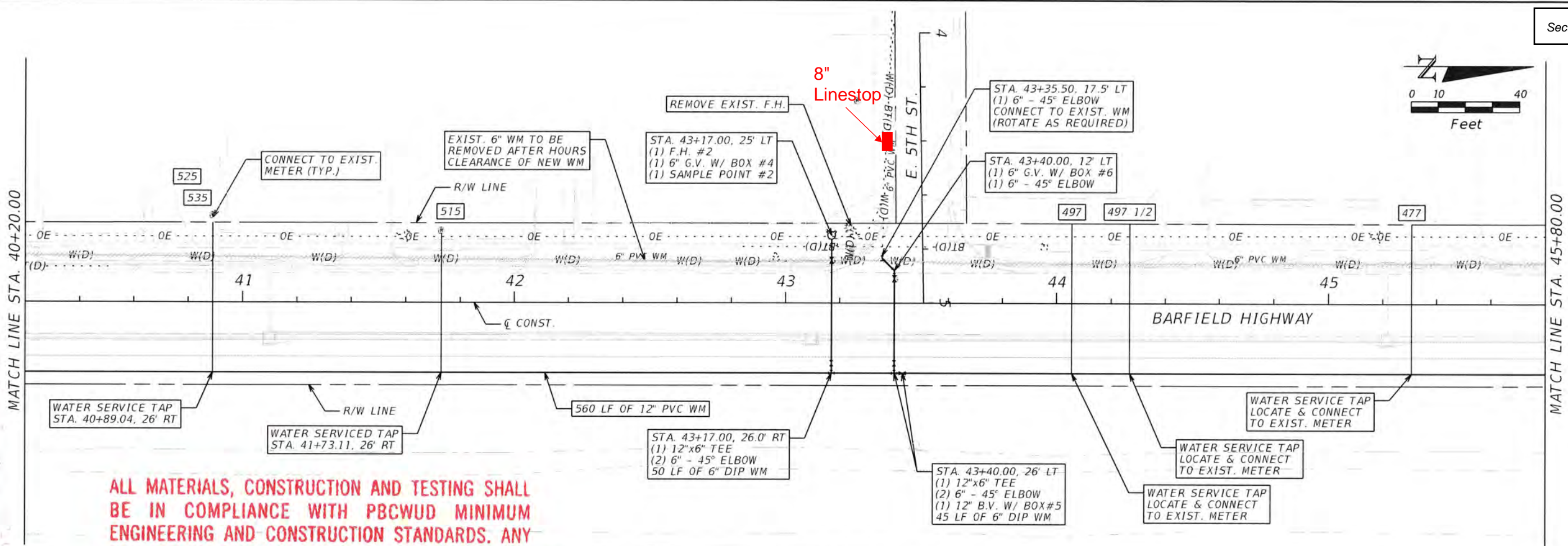
Heavy Construction • Underground Utilities

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

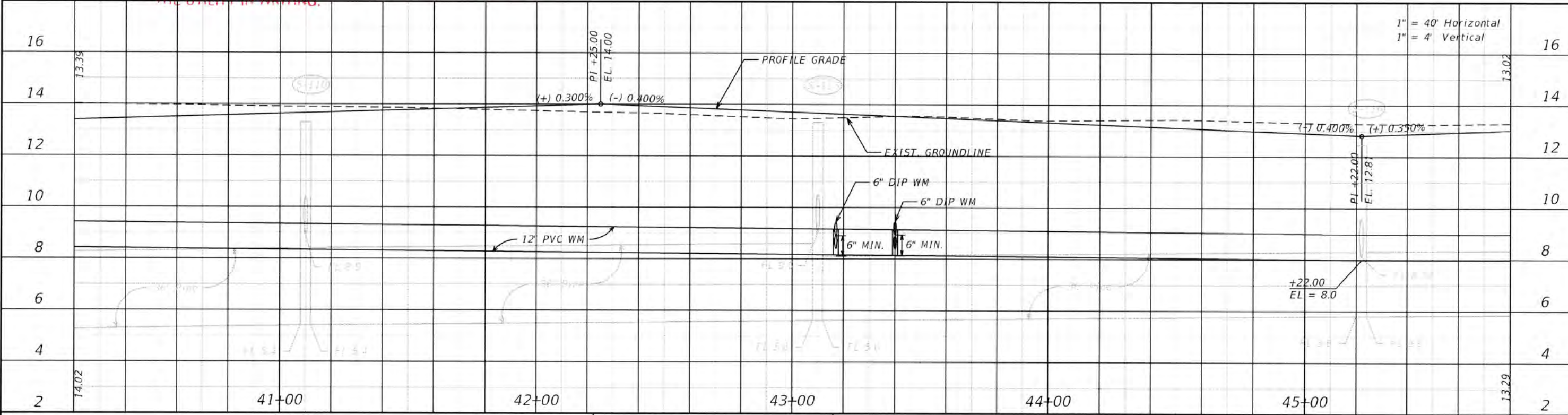




NO TREES OR OTHER STRUCTURES MAY BE PLACED WITHIN UTILITY EASEMENTS, ACCESS TRACTS OR RIGHTS OF WAY UNLESS PREVIOUSLY APPROVED BY THE UTILITY IN WRITING.



ALL MATERIALS, CONSTRUCTION AND TESTING SHALL BE IN COMPLIANCE WITH PBCWUD MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS. ANY DEVIATIONS FROM THESE STANDARDS ARE NOT APPROVED UNLESS SPECIFICALLY AUTHORIZED BY THE UTILITY IN WRITING.



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

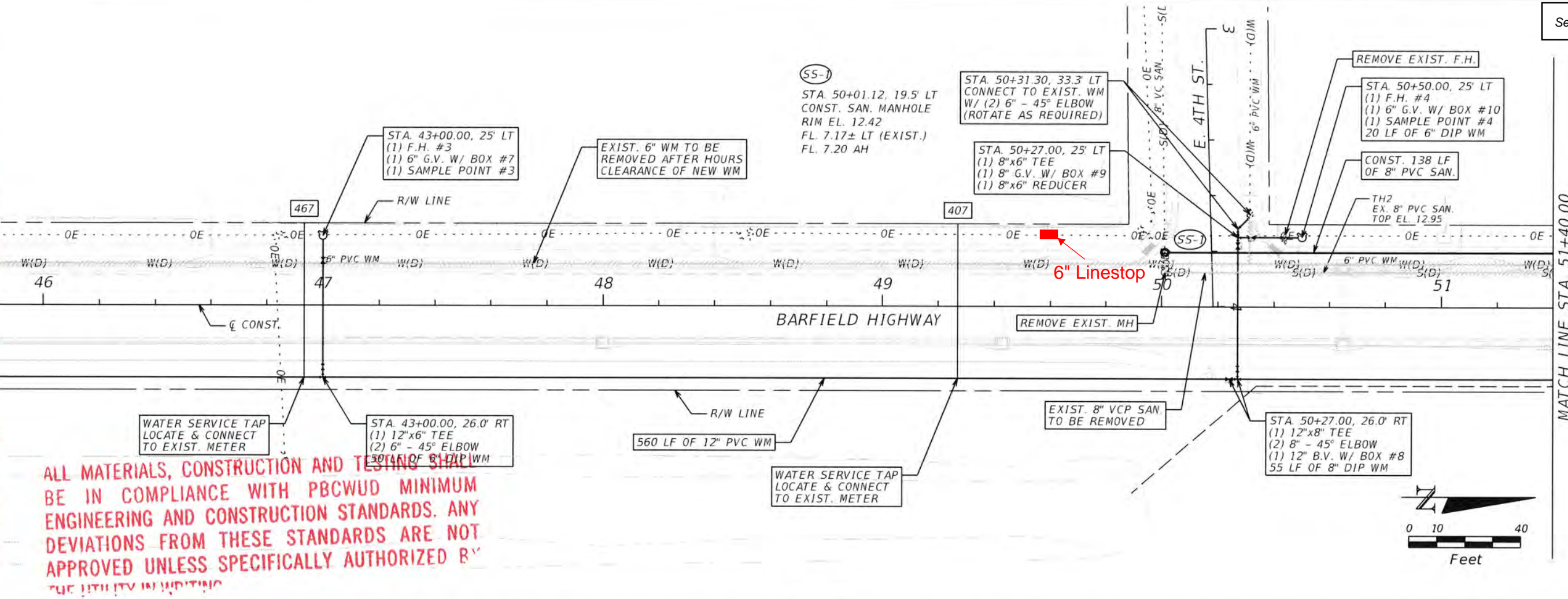
CITY OF PAHOKEE		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	PALM BEACH	442030-1-54-01

**WATER MAIN REPLACEMENT
 PLAN - PROFILE**

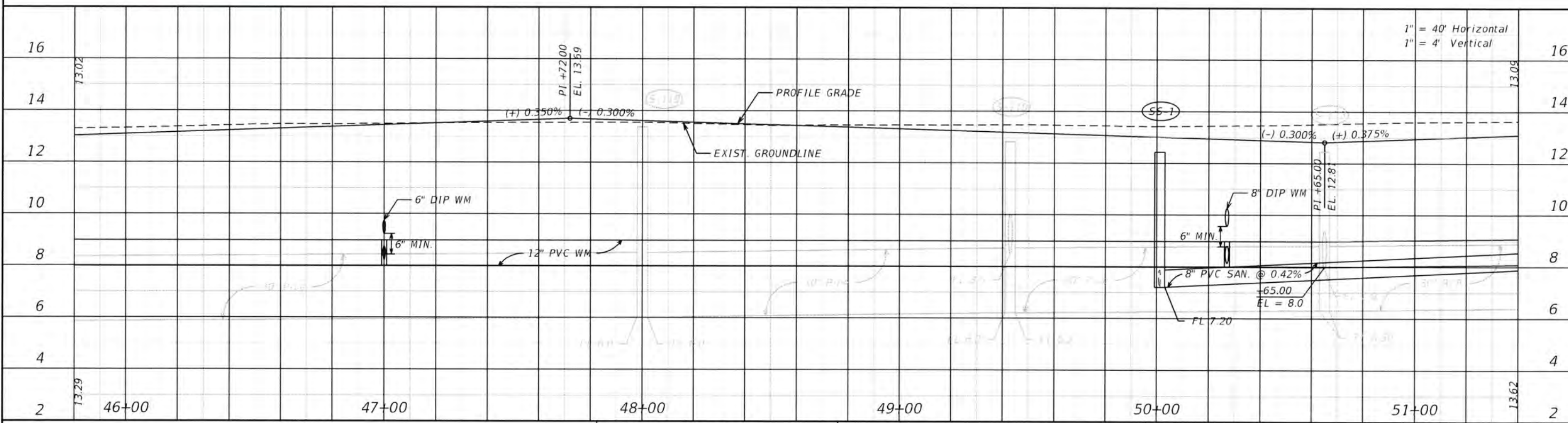
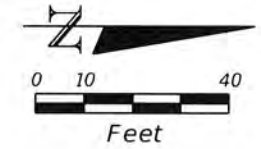
SHEET NO.	93
W-12	

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

NO TREES OR OTHER STRUCTURES MAY BE PLACED WITHIN UTILITY EASEMENTS, ACCESS TRACTS OR RIGHTS OF WAY UNLESS PREVIOUSLY APPROVED BY WATER UTILITIES DEPARTMENT, STA. 45480.00 EACH COUNTY MATCH LINE



ALL MATERIALS, CONSTRUCTION AND TESTING SHALL BE IN COMPLIANCE WITH PBCWUD MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS. ANY DEVIATIONS FROM THESE STANDARDS ARE NOT APPROVED UNLESS SPECIFICALLY AUTHORIZED BY THE UTILITY DEPARTMENT.



REVISIONS	
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.	94
W-13	

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

2022 Labor Rates for FDOT Jobs

Labor		Standard	Overtime
Superintendent		\$69.26	\$103.89
Foreman	Foreman	\$43.15	\$64.72
Arnold, Roger	Foreman	\$45.00	\$67.50
Brady, Jeff	Foreman	\$44.55	\$66.83
Ceance, Chescal	Foreman	\$50.60	\$75.90
Dort,Wisler	Foreman	\$44.16	\$66.24
Fernandez, Pablo	Foreman	\$50.00	\$75.00
Henrisme,Jacky	Foreman	\$44.16	\$66.24
Hernandez, Jose R	Foreman	\$50.00	\$75.00
Hernandez, Odilon	Foreman	\$50.60	\$75.90
Lashley, Stern	Foreman	\$44.00	\$66.00
Molina, Moises	Foreman	\$27.50	\$41.25
Tharpe, Richard	Foreman	\$27.50	\$41.25
Thelisonrt,Ariesthene	Foreman	\$41.00	\$61.50
Pierson,Rickey	Foreman	\$41.00	\$61.50
Rothermel, David	Foreman	\$44.00	\$66.00
Operator - Excavator	Oper-Exc	\$26.41	\$39.62
Arce, Alfonso	Oper-Exc	\$28.00	\$42.00
Brasfield, Alexander	Oper-Exc	\$24.20	\$36.30
Cuadrado del Valle, Juan	Oper-Exc	\$26.10	\$39.15
Gerken, David	Oper-Exc	\$26.10	\$39.15
Guerrero, Lorenzo	Oper-Exc	\$28.00	\$42.00
Guerrero Oseguera, Agustin	Oper-Exc	\$23.50	\$35.25
Hester, Anthony	Oper-Exc	\$26.10	\$39.15
Kobbe, Nickolas	Oper-Exc	\$26.10	\$39.15
Lewis,Delroy	Oper-Exc	\$26.10	\$39.15
MCDonald,Phil	Oper-Exc	\$28.16	\$42.24
Mullan, Christopher	Oper-Exc	\$28.00	\$42.00
Nava Rivera,Alejandro	Oper-Exc	\$28.00	\$42.00
Parkinson, Siegfried (Pete)	Oper-Exc	\$28.19	\$42.29
Stephens, Napoleon	Oper-Exc	\$24.20	\$36.30
Thomas, Alva	Oper-Exc	\$26.10	\$39.15
Walker, Jeffrey	Oper-Exc	\$26.10	\$39.15
Villoldo, Eduardo	Oper-Exc	\$26.10	\$39.15
Operator - Loader	Oper-Ldr	\$22.63	\$33.94
Briggs, Dustin	Oper-Ldr	\$22.60	\$33.90
Davio, Gordon	Oper-Ldr	\$25.32	\$37.98
Edmond, Eugene	Oper-Ldr	\$21.00	\$31.50
Franco, Jose	Oper-Ldr	\$21.00	\$31.50
Jean, Jeannot	Oper-Ldr	\$22.60	\$33.90
Martinez,Jorge	Oper-Ldr	\$22.60	\$33.90
Montes, Carlos	Oper-Ldr	\$22.60	\$33.90
Morales, Eloy	Oper-Ldr	\$22.60	\$33.90
Pinder, Gregory	Oper-Ldr	\$25.00	\$37.50
Santiago, Jessie	Oper-Ldr	\$22.60	\$33.90
Wells, Nathaniel	Oper-Ldr	\$21.00	\$31.50
Pipe Layer	PL	\$24.85	\$37.27
Arana Pineda,Jesus	PL	\$22.60	\$33.90
Arce, Santos	PL	\$28.00	\$42.00
Atha, Zachary	PL	\$22.60	\$33.90
Carr, Vincent	PL	\$24.82	\$37.23
Castanon, Walter	PL	\$22.60	\$33.90
Castro Flores, Ramon	PL	\$22.60	\$33.90
Ceance, Chedo	PL	\$25.00	\$37.50
Colville, Christopher	PL	\$25.00	\$37.50
Dieujeste,Willy	PL	\$22.00	\$33.00
MacRoy Jr., Elijah	PL	\$25.00	\$37.50
Morales Hernandez,Pedro	PL	\$25.00	\$37.50
Pascual, Andres	PL	\$28.31	\$42.47
Raphael, Mainiau	PL	\$25.00	\$37.50
Ruiz, Luis	PL	\$25.00	\$37.50
Samuel, Antonio	PL	\$28.57	\$42.86
Steen, Ronald	PL	\$25.00	\$37.50
Theophilus,Assmic	PL	\$25.00	\$37.50
Velasquez, Tranquilino	PL	\$25.16	\$37.74
Skilled Laborer	SL	\$19.78	\$29.67
Barragan Ocegüera,Juan	SL	\$21.20	\$31.80
Bucio, Fernando	SL	\$20.00	\$30.00
Calcarrada Diaz, Yurisander	SL	\$20.00	\$30.00
Carmey, Mau,Juan	SL	\$20.00	\$30.00
Castanon, Walter	SL	\$21.20	\$31.80
Dumarsais, Oslin	SL	\$16.00	\$24.00
Garcia, Genaro	SL	\$21.20	\$31.80
Gonzalez Dominguez, Rafael	SL	\$21.20	\$31.80
Henrisme, Jackens	SL	\$17.50	\$26.25
Hernandez Villanueva,Luis	SL	\$21.20	\$31.80
Jean, Jean Robert	SL	\$17.50	\$26.25
Julceus, Gerome	SL	\$17.50	\$26.25
Lewis Jr, Delroy	SL	\$16.00	\$24.00
Lormeus, Jacquecy	SL	\$21.20	\$31.80
Louisca, Renel	SL	\$20.00	\$30.00
McClanahan, Trevor	SL	\$21.20	\$31.80
Molina Rios,Jesus	SL	\$21.20	\$31.80
Nozistene, Frederic	SL	\$20.00	\$30.00
Ocegüera, Juan Barragan	SL	\$21.20	\$31.80
Osuna, Gustavo	SL	\$22.00	\$33.00
Palma Bustillo,Miguel	SL	\$20.00	\$30.00
Philemons, Kechener	SL	\$20.00	\$30.00
Pierre Louis, Fadoul	SL	\$17.50	\$26.25
Pierre Louis, Famuel	SL	\$21.20	\$31.80
Piersant, Yvon	SL	\$17.50	\$26.25
Robinson, Corey	SL	\$16.00	\$24.00
Roundtree, Jarrad	SL	\$21.20	\$31.80
Ruiz Fonseca,Angel	SL	\$20.00	\$30.00
Saint Pierre, Kenol	SL	\$21.20	\$31.80
Saint Pierre, Obens	SL	\$17.50	\$26.25
Servilus,Desir	SL	\$21.20	\$31.80
Simmons, Anthony	SL	\$20.00	\$30.00
Thomas, Alva	SL	\$20.00	\$30.00
Torres Garcia, Jorge	SL	\$21.20	\$31.80
Toyo, Jean	SL	\$20.00	\$30.00
Turenne, Ernst	SL	\$20.00	\$30.00
Yanez, Adriel	SL	\$20.00	\$30.00
Support Crew Leader	CL	\$25.23	\$37.84
Arce, Magdalena	CL	\$27.00	\$40.50
Davis, Jerry	CL	\$25.80	\$38.70
Gil Vazquez,Humberto/ Carp	CL	\$25.30	\$37.95
Harp, Kenneth	CL	\$25.30	\$37.95
Lester, John	CL	\$22.60	\$33.90
Molina, Moises	CL	\$25.30	\$37.95
Pierre, Robens	CL	\$25.30	\$37.95
Support Crew Skilled Labor	SL	\$17.86	\$26.79
Henrisme, Jackens	SL	\$17.50	\$26.25
Michel, Thomas	SL	\$16.00	\$24.00
Phanor, Aniel	SL	\$20.00	\$30.00
Philius, Grady	SL	\$17.50	\$26.25
Philemons, Kechener	SL	\$16.40	\$24.60
Regisme, Duquene	SL	\$20.00	\$30.00
Rodriguez, Araceli	SL	\$18.00	\$27.00
Thomas, Gregory	SL	\$17.50	\$26.25
Truck Driver	D	\$22.65	\$33.97
Clemmons Sr., Derrick	D	\$20.40	\$30.60
Feliciano, Eddie	D	\$21.82	\$32.73
Miller, Howard	D	\$25.57	\$38.36
Tracy, Steven	D	\$22.80	\$34.20

Section I, Item C.

2022 Equipment Rates for FDOT Jobs

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
45-104 Tandem Truck Tractor	\$67.94
45-115 Single Axle Truck Tractor	\$66.41
45-117 Tri-Axle Truck Tractor	\$69.20
45-128 Tandem Flat Bed (241) Truck	\$39.20
45-164 Tri-Axle Dump Truck - Steel Body	\$71.29
45-249 Tri-Axle Truck Tractor	\$70.09
45-279 Tandem Tractor	\$70.91
45-280 Single Axle Tractor	\$70.91
45-331 Tri-Axle Dump Truck	\$73.40
40-27 Lowboy Trailer	\$38.50
40-27 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	
25-61 CAT 420D IT (Combination Backhoe)	\$46.77
25-52 CAT 430D IT (Combination Backhoe)	\$62.86
25-67 CAT 420F IT (Combination Backhoe)	\$65.81
20-57 Liebherr R915 Excavator (Rubber Tire)	\$104.93
20-63 John Deere 220D Excavator (Rubber Tire)	\$167.49
20-75 Liebherr A900C	\$104.93
Track Excavators	
20-37 Liebherr R934 HDSL Excavator	\$148.34
20-39 Iner-Drain 6050H (Sock Machine)	\$94.02
20-40 Liebherr R912 HDSL Excavator	\$133.98
20-44 Liebherr R944 HDSL Excavator	\$152.71
20-48 Liebherr R944 HDSL Excavator	\$147.05
20-50 Liebherr R934 B HDSL Excavator	\$150.33
20-53 Liebherr R944 B HDSL Excavator	\$147.36
20-54 Liebherr R934 B HDSL Excavator	\$150.33
20-55 Liebherr R954 C HD Excavator	\$207.14
20-56 Komatsu PC380LC-6 Excavator	\$133.70
20-59 Caterpillar 328D Excavator	\$156.16
20-60 Caterpillar 336DL Excavator	\$158.23
20-65 Komatsu PC260LC-10 Excavator	\$152.89
20-68 Komatsu PC290LC-10 Excavator	\$160.87
20-69 Komatsu PC240LC-11 Excavator	\$145.09
20-70 Komatsu PC390LC-11 Excavator	\$170.40
20-71 Komatsu PC390LC-11 Excavator	\$170.97
20-72 Komatsu PC138LC-12 Excavator	\$113.53
20-73 Komatsu PC290LC-11 Excavator	\$160.53
20-74 Komatsu PC138LC-12 Excavator	\$105.22
20-77 Caterpillar 320L Excavator	\$138.65
20-78 Caterpillar 325 Excavator	\$136.47
20-79 Komatsu PC238LC-11 Excavator	\$124.04
20-80 Komatsu PC138LC-12 Excavator	\$105.22
20-81 Caterpillar 307E2 Excavator	\$67.72
20-82 John Deere 350G LC	\$161.67
20-84 John Deere 50G	\$41.18
20-86 John Deere 345G	\$161.67
20-87 John Deere 380G	\$221.99
Wheel Loaders	
30-30 John Deere 644H Loader	\$66.30
30-32 Liebherr L544 Loader	\$66.13
30-33 Volvo L70 Loader	\$49.20
30-34 Liebherr L538 Loader	\$69.12
30-36 Volvo L90E Loader	\$56.04
30-37 Volvo L110E Loader	\$71.11
30-38 Komatsu WA380-6 Loader	\$64.08
30-39 Komatsu WA380-6 Loader	\$64.71
30-40 Caterpillar 950H Loader	\$70.41
30-42 Komatsu WA200-7 Loader	\$59.12
30-43 Komatsu WA380-7 Loader	\$76.10
30-44 Komatsu WA200-7 Loader	\$58.47
30-45 Komatsu WA200-7 Loader	\$59.86
30-46 Caterpillar 938L Loader	\$67.44
30-47 Komatsu WA200-7 Loader	\$59.63
30-48 Komatsu WA380-7 Loader	\$80.62
30-49 Komatsu WA380-8 Loader	\$89.30
30-50 Caterpillar CAT 926M Loader	\$42.64
30-51 Komatsu WA-320-8 Loader	\$71.42
30-52 Komatsu WA-270-8 Loader	\$75.49
30-53 Caterpillar 930M Loader	\$72.61
30-54 Caterpillar 930M Loader	\$72.61
30-55 John Deere 524L	\$68.20
30-56 John Deere 544L	\$69.06
30-57 John Deere 524L	\$68.20
30-58 John Deere 544L	\$69.06
30-59 John Deere 644L	\$81.09
30-60 John Deere 644L	\$81.09
Mini Excavators / Bobcats / Dozer	
35-01 John Deere 650 H4GP Dozer	\$63.39
35-27 Bobcat 913G	\$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 KX130-2 (30 HP Kubota)	\$19.03
35-66 Mini-Hoe Kubota KX121-3ST (30 HP Kubota)	\$24.06
20-67 Caterpillar 305E2 (11K LBS Mini)	\$47.38
20-89 Takeuchi TB260	\$47.34
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 BE	\$93.72
85-230 Rotary Heat Auger ICE EX26	\$263.40
Water Trailer (1000 gal)	\$15.55
Vibratory Rollers	
75-30 Ingersoll Rand SDM0 Vibratory Roller	\$42.07
75-31 Dynapac CA121D Vibratory Roller	\$37.07
75-32 Dynapac CA121D Vibratory Roller	\$37.43
75-33 Dynapac CA121D Vibratory Roller	\$37.26
75-34 Dynapac C2000S double drum	\$15.34
75-35 Volvo SD45D Vibratory Roller single drum	\$35.68
75-36 Volvo SD45D Vibratory Roller single drum	\$35.70
Pumps	
Well Point Header and Points (No Pump)	\$12.00
10" Well Point Pump & Disch Hose - (24 Hrs/day)	\$36.71
6" Well Point Pump & Disch Hose - (24 Hrs/day)	\$40.59
8" Quiet Pack Well Point Pump & Disch Hose - (24 Hrs/day)	\$35.29
6" Well Point Pump & Disch Hose - (24 Hrs/day)	\$35.56
12" Hydraulic Pump & Hoses (8hr/day minimum)	\$55.29
6" 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"x8"x10	\$18.00
Stone Boat (12 CY)	\$85.00
Manhole box 6"x10"	\$80.00
Trench Shield Box 24"x8"x6"	\$120.00
Trench Shield Box 24"x6"x4"	\$185.00
Trench Shield Box 20"x6"x4"	\$115.00
Trench Shield Box 18"x8"x4"	\$110.00
Trench Shield Box 10"x28"x6"	\$280.00
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 Piles - Airbag for drainage 12"-18"	\$65.00
Pipe Piles - Airbag for drainage 18"-24"	\$95.00
Pipe Piles - Airbag for drainage 15'-30'	\$120.00
Pipe Piles - Airbag for drainage 24"-48"	\$190.00
Pipe Piles - Airbag for drainage 48"-72" (w/ lift line)	\$593.00
Pipe Piles - Airbag for sewer pipe (pass through)	\$750.00
Pipe Piles - Airbag for sewer pipe (solid chub)	\$265.00
Small Equipment	
Air Compressor	\$19.21
Timber	\$6.37
Light Plant (8hr/day minimum)	\$10.16
Walkway Saw	\$8.53
Cut off Saw 14"	\$7.50
Generator	\$4.85

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Quote Number
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REV1

August 15, 2022

Quote No. RTS22-6531MX REV1

**Please Return
Signed Quote
To Schedule**

Johnson-Davis, Inc.
crawlinson@johnsondavis.com
Attn: Chad Rawlinson
Phone: (561) 356-2649

Re: (1) 6" (1) 8" Single Line Stops as a Double Line Stop Set – Barfield Highway – Pahokee, Florida

Rangeline Tapping Services, Inc. will provide **Stainless Steel Line Stop fittings**, unless otherwise specified and perform the following:

Unit	Size	Pipe Type	Single Line Stop Water/Force Main (80 PSI or less)	TOTAL	Line Stop Equipment Overnight charges After 7PM on 2 nd Calendar Day "When Equipment is on the Pipe"
1	6"	CIP	\$3,985.00	\$3,985.00	\$500.00 Per day
1	8"	CIP	\$4,930.00	\$4,930.00	\$500.00 Per day

Both Single Line Stops will be performed together as a double line stop set.

Note: Rangeline cannot guarantee a 100% shutdown due to debris, mineral deposits, solids and/or sediments in the pipe.

Prices are based on the following below:

- Please allow 7 - 14 days notice for scheduling **after receipt of materials** to ensure availability. **Projects that require shorter lead times may incur additional charges.**
- **AC/CIP pipe applications contractor must encase each line stop fitting in concrete.**
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Price includes "Sales Tax" on supplied material.
- Rangeline may require a pre-construction meeting prior to scheduling any services.
- **Normal daytime hours (7:00AM- 7:00 PM EST) Monday through Friday. Technician(s) will have a \$250.00 per hour after hours charge, portal-to-portal. Additional Expenses will be charged at our cost plus 20%.**
- Rangeline will allow **(3) Mobilizations/De-Mobilizations** to the job-site. Additional trips will be \$750.00 per trip. Mobilization charges are applied when the technician leaves the shop or job-site to start or after completion of the project.
- If Rangeline arrives at the jobsite to perform scheduled work that does not get performed, through no fault of Rangeline Tapping Services, an additional trip charge will be charged regardless of the number of Mobilizations allowed for the scheduled work.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee, please refer to Terms and Conditions #13 (Page 4). This includes weather related cancellations.
- Rangeline will allow each Line Stop to be left **in place for (2) calendar day(s)** or less. Each additional day will be charged as noted above including weekends. Limited to no more than 14 days from original quoted scope. Any days needed past the 14th additional day will require an approved changed notice before proceeding or equipment will have to be removed on the 14th day. The Change Order must be received by Rangeline prior to the 14th day.

Rangeline Tapping Services, Inc.
Main Office ♦ (800) 346-5971

7256 Westport Place, Suite A
West Palm Beach, FL 33413
(561) 683-0910 ♦ (561) 683-0912

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Winter Haven, FL 33881
(863) 701-7063 ♦ (863) 701-7069

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Denver, NC 28037
(800) 346-5971 ♦ (910) 262-2941

13168 Highway 105 E
Conroe, TX 77306
(936) 445-2171 ♦ (936) 264-9108



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- Stand-by charges will be billed at \$150.00 per hour / per technician during normal daytime hours and \$250.00 per hour / per technician during after hours.
- Stand-by charges for equipment on the truck from portal-to-portal at \$1,000.00/per day.
- Pricing includes a standard 15-minute pressure test of all tapping sleeves and line stop fittings. If the pressure test is required to be longer than 15 minutes, additional charges will be billed at \$150.00 per hour. When customer installs material and it does not pass the standard 15-minute pressure test, all Rangeline labor will be billed at \$150.00/hr.
- **I have read and understand the conditions on which these prices are based upon. (Initials) _____**
This is a 4-page proposal. Please read it in its entirety, then sign and return page 4 prior to scheduling work. Please see the attached page for the customer's responsibility.

Additional charges may be added for ID badges, security check-in or job postponements due to site events.

Above costs do not include office expense for extensive contract agreements.

Sub-Contract agreements (when required) must be received by Rangeline Tapping Services, Inc. prior to starting work. Rangeline will not be responsible for meeting any requirements stated in a Sub-Contract agreement after the proposed work has begun.

Certificates of insurance with contractor as a certificate holder can be provided at no cost. Adding contractor as additional insured cannot be done unless we have a written contract with your company. Coverage required above the limits of our policy is not included.

Quotation is valid for 30 days.

No retainage allowed.

If you have any questions, please feel free to contact our sales team in your region listed below:

Atlantic Regional Manager
Mike Mainelli
(407) 314-4878 mike@rangeline.com

South Florida Sales Representative
Maxx Moore
(561) 301-6577 Maxx@Rangeline.com

National & International Sales
Greg Foushi
(407) 453-1060 greg@rangeline.com

Thank you for the opportunity to quote your project!

Please visit our "NEW" website at www.rangeline.com

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CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

- Flow rates of 1 ft/sec for Single position Line Stops or 2 ft/sec for Double position Line Stops shall not be exceeded while Line Stop heads are inserted. If the flow rates are higher than the above noted rates, the flow will need to be lowered. These rates and flow direction will need to be confirmed by the customer, owner, and/or engineer before any Line Stop heads are inserted. Rangeline will not be held liable for misinformation concerning flow rates, flow direction or water forces within the piping which causes damage to the piping system. Owner and/or Engineer is responsible for all proper information. Flow Rate must be measured at the point of the line stop location. **Please be advised that “NOT” knowing the flow direction or the feet per second conditions during the insertion of the Line Stop equipment may cause damage to the pipe and or Rangeline equipment. In the event this occurs Rangeline will be compensated for its time, material, equipment damage and services.**
- Excavating, de-watering, shoring, and/or scaffolding of job area, all of which must comply with OSHA standards.
- 12’ extension ladder, light pole, and pump for de-watering.
- Scheduling inspectors and obtaining permits as necessary.
- Labor assistance of 1 man to be supervised by Rangeline Technician(s).
- Lifting services if necessary.
- Concrete pipe anchor or mega lug joint restraint system if required.
- Concrete support for the Line Stop Fitting if required.
- O.D. measurements prior to scheduling.
- Pipe wall thickness prior to scheduling.

Rangeline Tapping Services, Inc.
Main Office ♦ (800) 346-5971



Quote Number
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Rangeline Tapping Services, Inc. - Terms and Conditions

1. **Rangeline** has issued this quotation based upon all information provided by the Customer.
2. All prices quoted are subject to current sales and use taxes. Any increase or enactment of new sales, use, excise or similar taxes shall be passed onto the account of Customer. The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Quotation. Subcontractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes, including, without limitation, escalation, delay damages, cost to re-procure, cost to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.
3. The prices quoted above are based upon the quantities, sizes and operating conditions as listed above. Any changes in quantities, sizes or operating conditions of the system will void this quotation and a new quotation will be issued on the basis of changed information or operating conditions. Any projects that are booked and in progress that require changes in the quantities, sizes and/or operating conditions that differ with this quotation will be subject to pricing changes based upon new data related to the project.
4. In the case of unusual or non-typical pipe variations the Customer will be subject to additional costs.
5. The base price quoted is the minimum charge for the number of days allowed and is not subject to pro-rata for work completed early. Time on site for calculating the base period and the additional days commences the day the technician or equipment are on the job site and ends when equipment leaves the job site or the customer's custody. Any additional days the equipment is on the job site will be paid by the customer at the per day charge quoted. For jobsite or travel days that fall on weekends or holidays, the price quoted will be increased accordingly to reflect or weekend or holiday pricing.
6. **Rangeline shall not be held liable for any back charges without prior written consent of Rangeline. Rangeline does not guarantee that the placement of the Line Stop head(s) into the pipe system the first time will provide a "Workable" shutdown. In the event it is necessary for Rangeline to remove the Line Stop head and replace a seal and make any adjustments to the head/equipment such activity shall not be considered a delay of work at the job site. If the Line Stopper cannot be removed an additional Line Stop will be needed and be performed at the customers expense.**
7. **Rangeline** makes every effort to ensure "OSHA" safe working conditions for its employees. Customer agrees and shall provide **Rangeline** employees with safe working conditions prior to entering the workplace.
8. **Rangeline** cannot take responsibility for actions other than its own employees. **Rangeline** will be liable and will hold Customer harmless from the compensatory but not consequential damages caused solely by defect in **Rangeline's** equipment or caused solely by the negligence of **Rangeline** employees in the operation of the equipment. All other losses, costs, expenses, liability, or damages arising from or connected with the performance of the work will not be the responsibility of **Rangeline** and customer will indemnify and hold **Rangeline** harmless there from.
9. **Rangeline** makes no warranty on any purchased products. Please refer to manufacturer for details on warranty.
10. Manufacturers of Valve Inserts do not guarantee a 100% shutdown. **Rangeline** cannot exceed the Manufacturers' guarantee of valve performance. We install all valve inserts as per manufacturers' specified procedures. **NOTE:** Valve Inserts are not designed to be pressure tested against. A 30% restocking fee will be assessed for all returned Valves and fittings.
11. In the case of unusual line stopping conditions, **Rangeline** may require an owner of the piping system or their representative to be present during the pressure testing of materials and insertion of the Line Stop into their system
12. **Rangeline** will provide Tapping, Line Stopping equipment and a technician to operate equipment. Customer is responsible for providing all other equipment, supervision and labor necessary to complete the work including inspection, testing, safety and control equipment, lifting and moving equipment, etc.
13. Customer shall pay for all costs and expenses incurred by **Rangeline** because of rescheduling or cancellation by the customer for any reason including but not limited to inclement weather.
14. In regards to concrete pipe only, the condition of the interior mortar lining may adversely affect the percentage of the amount recovered during tapping operation. **Rangeline** cannot be held responsible for any unforeseen, and or diminished conditions of such pipe.
15. **All Tapping Sleeves & Line Stop materials fabricated for PCCP & RCP pipes are non-returnable once fabricated. The customer is responsible for the accumulated costs of the materials, freight, and sales tax for all these items once ordered. These materials are custom ordered and "NON-RETURNABLE".**
16. The supply of bid and or performance bonds is excluded. **Rangeline** supply these bonds only when specifically stated on the quotation.
17. Any invoice unpaid for more than 30 days will be subject to the maximum finance charges allowed by applicable state law. **Rangeline** does not allow retainage on any invoices.
18. Clerical errors made in good faith are subject to correction within **Rangeline** sole discretion.
19. Notwithstanding these terms and conditions or any amendments thereto or terms and conditions of the customer who may be deemed part of this agreement, **Rangeline** shall not be liable for any losses, costs, expenses, liability or damages arising from or connected with the performance of the work not covered by **Rangeline's** liability insurance in effect at the time of such loss, etc., and Customer shall hold **Rangeline** harmless for any loss, etc., in excess of coverage. **Rangeline** will provide Customer a certificate of its liability insurance upon request.
20. In the event it becomes necessary for **Rangeline** to retain legal counsel to enforce its rights the Customer agrees that it shall be responsible for payment of all reasonable attorney's fees, expenses and costs incurred by **Rangeline**.
21. **Rangeline** shall not be held liable for any pipe which breaks or leaks as a result of material installation, Tapping pipe, Line Stopping pipe or completion of line stop fitting. **Rangeline** follows all material manufacturers' installation procedures and operates all equipment to manufacturer's standards and cannot be held responsible for pipe which fails during the Tapping and Line Stopping operation.
22. **Rangeline** will take all means available to capture the pipe coupon. Pipe integrity, flow rates and other unknowns at the time of the Wet/Hot Tapping operation can be contributing factors. Therefore, **Rangeline** cannot be responsible for any lost or pieces of the coupons which do not come out after the tap is performed.
23. **Rangeline** does not guarantee a 100% leak free Completion Plug installation. The Completion Plug is a temporary seal to remove the isolation valve to install the permanent blind flange and sealing hardware.
24. **Rangeline** will not be responsible for reduced flow through temporary by-pass system due to solids or debris clogging by-pass operations.

Customer _____ Signature _____ Date _____ Rangeline _____ Signature _____ Date _____

Customer acknowledges and accepts all information regarding supplied quotation.

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AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, CITY MANAGER
FROM: Jongelene Adams
SUBJECT: Community & Economic Development Department
DATE: 6th October 2022

GENERAL SUMMARY/BACKGROUND:

Barfield Highway Change Order #12 – This change order is for Barfield Highway Reconstruction. The change order is for compensation to Rosso Site Development (contractor) for the installation of four (4) line stops. The line stops are needed because there is currently no functional valve to shut down the existing waterlines to construct the deflections. The watermain is in direct conflict with the new 24” drainpipe.

There is a watermain crossing Barfield at station 57+90, close to structures-128. A pair of 6” line stops is needed to allow for the deflections of this existing 6” cast iron watermain under the proposed drainage pipe trunkline. After this deflection is completed, the drainage will be able to resume in this section of the pipe.

Another watermain at station 61+40 is also in direct conflict with the new 24” drainpipe near S-132A. The same solution using a pair of 6” line stops will be implemented here to all the deflections of this watermain under the drain pipe.

Rosso is entitled to 100% of the \$36,045.35 to perform and complete the work.

The requested change order includes two (2) additional day to be granted.

BUDGET IMPACT: \$36,045.35 concurrency is granted by PBCWUD for this additional cost.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this change order #12.

ATTACHMENTS:

Change Order #12
Resolution 2022 - 47

RESOLUTION 2022 - 47

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 12 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.

WHEREAS, pursuant to Resolution 2016-20 adopted by the City Commission of the City of Pahokee, Florida (“CITY”) on September 14, 2016, the City and Palm Beach County Glades Utility Authority (County Resolution #2013-0094); and

WHEREAS, pursuant to Resolution 2016-, the City approved the Interlocal Agreement with Palm Beach County Water Utility Agreement funding for the reconstruction of Barfield Highway in the amount of \$1,046,389.63 to be reimbursed to the City of Pahokee for the Reconstruction of Barfield Highway and authorizes the Mayor to execute the necessary agreement; and

WHEREAS, a change order is necessary to compensate Rosso Site Development to perform and complete the work to install four line stops; and

WHEREAS, a watermain crosses Barfield Highway at station 57+90, close to structures S-128. The watermain is in direct conflict with the new 24” drainpipe. A pair of 6” line stops is needed to allow for the deflections of this existing 6” cast iron watermain under the proposed drainage pipe trunkline. After the deflection is done, the drainage work will be able to resume on this section of pipe; and

WHEREAS, another watermain at station 61+40 is also in direct conflict with the new 24” drainpipe near S-132A. The same viable solution is used with a pair of 6” line stops which will be implemented to allow the deflection of the watermain under the drain pipe; and

WHEREAS, the line stops are needed because there is not a functional valve to shut down the existing waterlines to construct the deflections; 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 \$36,045.35 for additional work and additional two days for the performance and completion of the installation of the four new line stops; 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 ratified and confirm 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 #12 to perform and complete the concrete slope pavement not included in the original plan along the retaining wall of the Pelican Canal.

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 October 2022.

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 #12



CHANGE ORDER #12

Project: Barfield Highway Reconstruction

Project No: FM# 442030-1-31-01

Date of Issuance: 08/18/2022

Effective Date: 10/11/2022

Owner: City of Pahokee

Project Engineer: Momentum CEI

Consultant/Contractor: Rosso Site Development

Purpose of Change Order:

Barfield Highway Change Order #12 – This change order is for Barfield Highway Reconstruction. The change order is for the compensation to Rosso Site Development (contractor) for the additional installation of four (4) line stops.

Two (2) additional line stops are needed at Station 57+90, where a watermain crosses Barfield Highway – the watermain is in direct conflict with the new 24” drain pipe. A pair of 6” line stop will be needed to allow for the deflections of the existing 6” cast iron watermain under the proposed drainage pipe trunkline. After this deflection is put in place the drainage will be able to resume to this section of the drain pipe.

The other two (2) line stops will be needed where the watermain at Station 61+40 is also in direct conflict with the new 245” drain pipe near S-132A. The same viable solution will be used for a pair of 6” line stops will be implemented here to allow the deflections of this watermain under the drain pipe.

There is currently no functional valve to shut down the existing water lines to construct the deflections, as to the need for the line stop.

Rosso Site Development is entitled to 100% of the \$36,045.35 to perform and complete the above stated work. This cost will be covered by PBCWUD and per PBCWUD an additional two (2) days has been granted 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:

Method of determining the change is:

Change Price:

Change Times:

Unit Price

Contractor's records

Lump Sum

Engineer's records

Other _____

Other _____

Increase/Decrease) in Contract Price:

Increase/Decrease in Contract Times:

\$36,045.35- cost covered by PBCWUD

Substantial Completion: 2 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, 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: Rosso Change Order for four Linstops Installation to resolve drainage conflicts with a watermain

Description & Analysis:

This Change Order is written to compensate the contractor for additional work to install four linstops.

Issue: New drainage conflict with existing watermain near S-128 and S-132A

A watermain crosses Barfield at station 57+90, close to structures S-128. The watermain is in direct conflict with the new 24" drainpipe. A pair of 6" linstops is needed to allow for the deflections of this existing 6" Cast Iron watermain under the proposed drainage pipe trunkline. After the deflection is done, the drainage work will be able to resume on this section of pipe.

Another watermain at station 61+40 is also in direct conflict with the new 24" drainpipe near S-132A. The same solution using a pair of 6" linstops will be implemented here to allow the deflections of this watermain under the drain pipe.

The linstops are needed because there is not a functional valve to shut down the existing waterlines to construct the deflections.

2 days are granted with this Change Order.

The Contractor is 100% entitled to \$36,045.35 to perform the additional work.



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 BREAKDOWN

Description of work: Linestops between S-128 and S-132A - There are two conflicts with the new proposed drainage and the existing 6" watermain. Edric Martin and Chuck Gant

CO #: 23

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	16	HR	\$32.46	\$519.36
17	Dump Truck		HR	\$65.00	\$0.00
18	Curb Machine		HR	\$58.75	\$0.00
Equipment Subtotal					\$519.36
Markup 0.150					\$77.90
EQUIPMENT TOTAL:					\$597.26

LABOR					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Superintendent (w/ Pick-Up)	16	HR	\$64.29	\$1,028.64
2	Foreman (w/ Pick-Up)		HR	\$44.21	\$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	Pick Up		HR	\$26.52	\$0.00
11			HR		\$0.00
Labor Subtotal					\$1,028.64
Burden 0.5146					\$529.34
Markup 0.150					\$154.30
LABOR TOTAL:					\$1,712.27

MATERIAL					
#	Description	Qty	Unit	Unit Cost	Total Cost
1					\$0.00
2					\$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	JD install Linestops between S-128 and S-132A	1	LS	\$30,000.00	\$30,000.00
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					\$30,000.00
Markup					0.10 \$3,000.00
SUBCONTRACTOR TOTAL:					\$33,000.00

Equipment Total: \$597.26
 Labor Total: \$1,712.27
 Material Total: \$0.00
 Subcontractors Total: \$33,000.00

Bond & General Liability Insurance: \$735.82
 MOT: \$0.00

Total: \$36,045.35



Contractor Name
Subcontractor Quote


Appendix 'A'



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



CHANGE ORDER REQUEST 26

Date: August 15, 2022
Customer/Owner: Rosso Site Development
Address: 1302 South J Street
City, State Zip: Lake Worth, FL 33460

Attn: Blair Simpson

Project: Barfield Hwy
Project #: 41792
Re: (2) Double Linestop for Watermain Deflection under Proposed Drainage

J-D COR #: 26

James,

Price associated with installing a double linestop to achieve deflections under proposed drainage at S-128 and S-132A. Pricing based on Line Item #237 of WUD 19-040 Pipeline Continuing Construction Contract.

DATE: TBD
TASK: (2) Double Linestop for Watermain Deflection under Proposed Drainage

237	6" Single Line Stop (for PVC/DIP/CIP/AC)	4	LSU	\$7,500.00	\$30,000.00
Total Amount of Change Order:					\$30,000.00

Total Amount of Days Added to The Contract:

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



Johnson-Davis Inc.

Job Name: Barfield Hwy
 JD Job #: 41792

Date: 8/15/2022

Description of Work: Installation of Double Line Stops to tie in existing water to new water main

Labor

Name	Position	Standard Hours	Overtime Hours	Standard Rate	Overtime Rate	Total
Superintendent		8		\$ 69.26	\$ 103.89	\$ 554.08
Foreman	Foreman	16	2	\$ 43.15	\$ 64.72	\$ 819.81
Operator - Excavator	Oper-Exc	16	2	\$ 26.41	\$ 39.62	\$ 501.88
Operator - Loader	Oper-Ldr	16	2	\$ 22.63	\$ 33.94	\$ 429.95
Pipe Layer	PL	16		\$ 24.85	\$ 37.27	\$ 397.56
Skilled Laborer	SL	16		\$ 19.78	\$ 29.67	\$ 316.45
Skilled Laborer	SL	16		\$ 19.78	\$ 29.67	\$ 316.45
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Labor Subtotal						\$ 3,336.19
Burden						0.442 \$ 1,433.85
Markup on Labor						15.0% \$ 715.51
Labor Total						\$ 5,485.55

Equipment

Description	Qty	Hours	Rate	Total
Superintendent Vehicle	1	7	\$ 45.86	\$ 321.02
Foreman Truck with Hand Tools	1	16	\$ 46.09	\$ 737.44
20-87 John Deere 380G	1	16	\$ 221.99	\$ 3,551.84
30-60 John Deere 644L	1	16	\$ 91.09	\$ 1,457.44
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Equipment Subtotal:				\$ 6,067.74
Markup on Equipment				15.0% \$ 910.16
Equipment Total				\$ 6,977.90

Material

Description	Qty	Unit	Rate	Total
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Material Subtotal:				\$ -
Tax				7% \$ -
Markup on Material				10.0% \$ -
Material Total				\$ -

Subcontractor

Description	Qty	Unit	Rate	Total
Rangline	2	EA	\$ 7,995.00	\$ 15,990.00
				\$ -
Subcontractor Subtotal:				\$ 15,990.00
Markup on Subcontractors (up to \$50,000.00)				10.0% \$ 1,599.00
Markup on Subcontractors (after \$50,000.00)				5.0%
Subcontractor Total				\$ 17,589.00
Balancing				\$ (52.45)
Total:				\$ 30,000.00

Comments:

COR 26 Narrative

There are two conflicts with the new proposed drainage and the existing 6" watermain.

Edric Martin and Chuck Gant have met onsite and determined that the only way to shut in the lines are to provide and install two double line stops. Either the valve is nowhere to be found and or can not be exercised to shut off the water flow. The idea is to shut in the line and deflect using 45-degree bends and a couple of joints of 6" pipe. This will allow Johnson Davis to run and continue the main trunk line of drainage to the eastside of Barfield Hwy.



JOHNSON-DAVIS INC.

Contractors

604 HILLBRATH DRIVE
LANTANA, FL 33462-1694

PHONE: 561-588-1170 FAX: 561-585-5252
CU-C043087

Subject: Labor Burden Certification

I, John P. Stanley, the Chief Financial Officer of Johnson-Davis, Inc., certify that the following statements are true and correct. The following information is submitted pursuant to Specification 4-3.2.1:

Burden Rate Breakdown									
Workers Compensation	State Unemployment & Federal	FICA	Vacation, Holiday, Personal Time, Bereavement Pay	Health / Dental Insurance	Life Insurance	401(K)	G/L Ins.	Disability Insurance	DFWP
0.065	0.062	0.0765	0.07	0.095	.0017	0.04	0.022	0	0.01

TOTAL BURDEN RATE = 44.2%

If you have any questions or require any additional information, feel free to contact me.

Thank you,

John Stanley
Chief Financial Officer



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

State of Florida, County of Palm Beach

Sworn and subscribed before me this 09 day of March, 2019 ²⁰²² ₂₀₂₀

Notary Public

Personally known to me

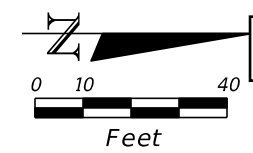
My Commission Expires: 01.22.24



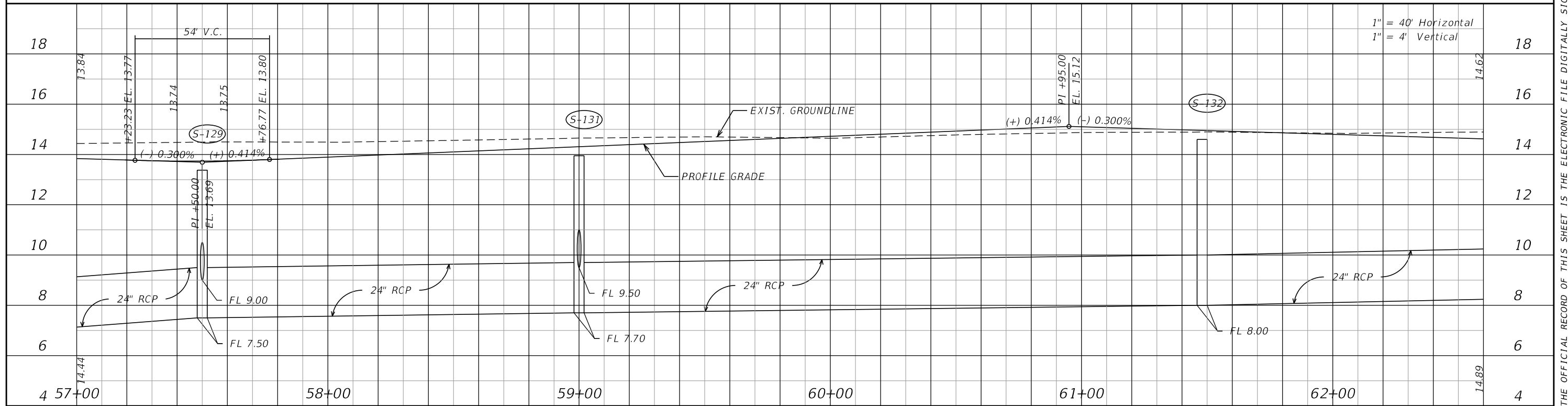
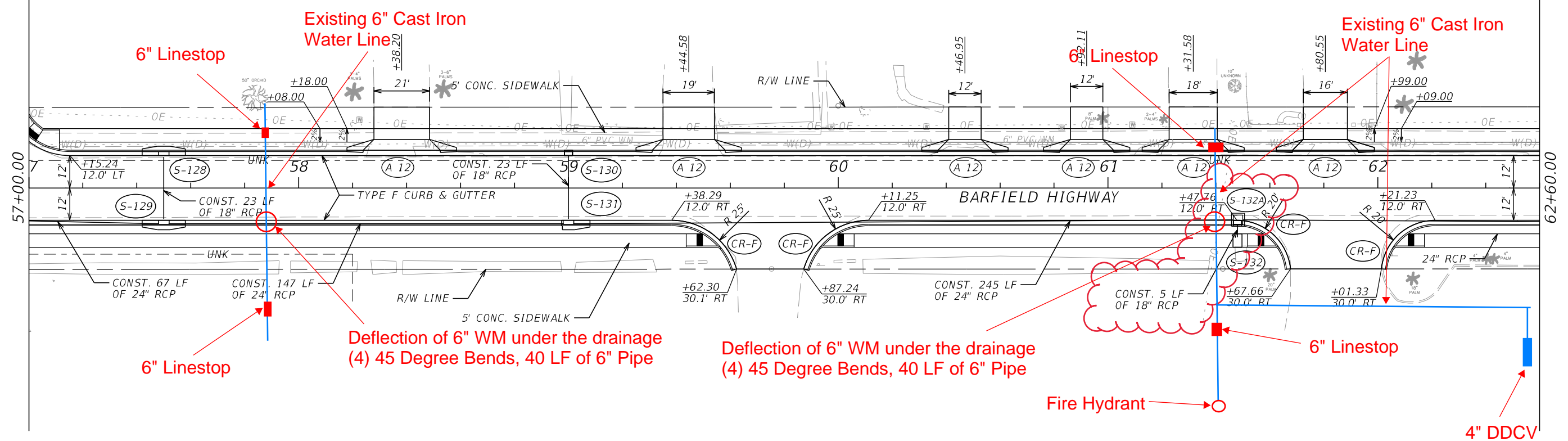
• *Heavy Construction* • *Underground Utilities* •

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





Section I, Item D.



1" = 40' Horizontal
1" = 4' Vertical

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

ROADWAY PLAN-PROFILE

SHEET NO. 117
19

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

2022 Labor Rates for FDOT Jobs

Labor		Standard	Overtime
Superintendent		\$69.26	\$103.89
Foreman	Foreman	\$43.15	\$64.72
Arnold, Roger	Foreman	\$45.00	\$67.50
Brady, Jeff	Foreman	\$44.55	\$66.83
Ceance, Chescal	Foreman	\$50.60	\$75.90
Dort, Wisler	Foreman	\$44.16	\$66.24
Fernandez, Pablo	Foreman	\$50.00	\$75.00
Henrisme, Jacky	Foreman	\$44.16	\$66.24
Hernandez, Jose R	Foreman	\$50.00	\$75.00
Hernandez, Odilon	Foreman	\$50.60	\$75.90
Lashley, Stern	Foreman	\$44.00	\$66.00
Molina, Moises	Foreman	\$27.50	\$41.25
Tharpe, Richard	Foreman	\$27.50	\$41.25
Thelison, Aristhene	Foreman	\$41.00	\$61.50
Pierson, Rickey	Foreman	\$41.00	\$61.50
Rothermel, David	Foreman	\$44.00	\$66.00
Operator - Excavator	Oper-Exc	\$26.41	\$39.62
Arce, Alfonso	Oper-Exc	\$28.00	\$42.00
Brasfield, Alexander	Oper-Exc	\$24.20	\$36.30
Cuadrado del Valle, Juan	Oper-Exc	\$26.10	\$39.15
Gerken, David	Oper-Exc	\$26.10	\$39.15
Guerrero, Lorenzo	Oper-Exc	\$28.00	\$42.00
Guerrero Oseguera, Agustin	Oper-Exc	\$23.50	\$35.25
Hester, Anthony	Oper-Exc	\$26.10	\$39.15
Kobbe, Nickolas	Oper-Exc	\$26.10	\$39.15
Lewis, Delroy	Oper-Exc	\$26.10	\$39.15
MCDonald, Phil	Oper-Exc	\$28.16	\$42.24
Mullan, Christopher	Oper-Exc	\$28.00	\$42.00
Nava Rivera, Alejandro	Oper-Exc	\$28.00	\$42.00
Parkinson, Siegfried (Pete)	Oper-Exc	\$28.19	\$42.29
Stephens, Napoleon	Oper-Exc	\$24.20	\$36.30
Thomas, Alva	Oper-Exc	\$26.10	\$39.15
Walker, Jeffrey	Oper-Exc	\$26.10	\$39.15
Villoldo, Eduardo	Oper-Exc	\$26.10	\$39.15
Operator - Loader	Oper-Ldr	\$22.63	\$33.94
Briggs, Dustin	Oper-Ldr	\$22.60	\$33.90
Davio, Gordon	Oper-Ldr	\$25.32	\$37.98
Edmond, Eugene	Oper-Ldr	\$21.00	\$31.50
Franco, Jose	Oper-Ldr	\$21.00	\$31.50
Jean, Jeannot	Oper-Ldr	\$22.60	\$33.90
Martinez, Jorge	Oper-Ldr	\$22.60	\$33.90
Montes, Carlos	Oper-Ldr	\$22.60	\$33.90
Morales, Eloy	Oper-Ldr	\$22.60	\$33.90
Pinder, Gregory	Oper-Ldr	\$25.00	\$37.50
Santiago, Jessie	Oper-Ldr	\$22.60	\$33.90
Wells, Nathaniel	Oper-Ldr	\$21.00	\$31.50
Pipe Layer	PL	\$24.85	\$37.27
Arana Pineda, Jesus	PL	\$22.60	\$33.90
Arce, Santos	PL	\$28.00	\$42.00
Atha, Zachary	PL	\$22.60	\$33.90
Carr, Vincent	PL	\$24.82	\$37.23
Castanon, Walter	PL	\$22.60	\$33.90
Castro Flores, Ramon	PL	\$22.60	\$33.90
Ceance, Chedo	PL	\$25.00	\$37.50
Collville, Christopher	PL	\$25.00	\$37.50
Dieujeste, Willy	PL	\$22.00	\$33.00
MacRoy Jr., Elijah	PL	\$25.00	\$37.50
Morales Hernandez, Pedro	PL	\$25.00	\$37.50
Pascual, Andres	PL	\$28.31	\$42.47
Raphael, Mainiau	PL	\$25.00	\$37.50
Ruiz, Luis	PL	\$25.00	\$37.50
Samuel, Antonio	PL	\$28.57	\$42.86
Steen, Ronald	PL	\$25.00	\$37.50
Theophilus, Assmic	PL	\$25.00	\$37.50
Velasquez, Tranquilino	PL	\$25.16	\$37.74
Skilled Laborer	SL	\$19.78	\$29.67
Barragan Ocegueda, Juan	SL	\$21.20	\$31.80
Bucio, Fernando	SL	\$20.00	\$30.00
Calcerrada Diaz, Yurisander	SL	\$20.00	\$30.00
Carmey, Mau, Juan	SL	\$20.00	\$30.00
Castanon, Walter	SL	\$21.20	\$31.80
Dumarsais, Oslin	SL	\$16.00	\$24.00
Garcia, Genaro	SL	\$21.20	\$31.80
Gonzalez Dominguez, Rafael	SL	\$21.20	\$31.80
Henrisme, Jackens	SL	\$17.50	\$26.25
Hernandez Villanueva, Luis	SL	\$21.20	\$31.80
Jean, Jean Robert	SL	\$17.50	\$26.25
Julceus, Gerome	SL	\$17.50	\$26.25
Lewis Jr, Delroy	SL	\$16.00	\$24.00
Lormeus, Jacquecy	SL	\$21.20	\$31.80
Louisca, Renel	SL	\$20.00	\$30.00
McClanahan, Trevor	SL	\$21.20	\$31.80
Molina Rios, Jesus	SL	\$21.20	\$31.80
Nozistene, Frederic	SL	\$20.00	\$30.00
Ocegueda, Juan Barragan	SL	\$21.20	\$31.80
Osuna, Gustavo	SL	\$22.00	\$33.00
Palma Bustillo, Miguel	SL	\$20.00	\$30.00
Philemons, Kechener	SL	\$20.00	\$30.00
Pierre Louis, Fadoul	SL	\$17.50	\$26.25
Pierre Louis, Famuel	SL	\$21.20	\$31.80
Piersant, Yvon	SL	\$17.50	\$26.25
Robinson, Corey	SL	\$16.00	\$24.00
Roundtree, Jarrod	SL	\$21.20	\$31.80
Ruiz Fonseca, Angel	SL	\$20.00	\$30.00
Saint Pierre, Kenol	SL	\$21.20	\$31.80
Saint Pierre, Obens	SL	\$17.50	\$26.25
Servilus, Desir	SL	\$21.20	\$31.80
Simmons, Anthony	SL	\$20.00	\$30.00
Thomas, Alva	SL	\$20.00	\$30.00
Torres Garcia, Jorge	SL	\$21.20	\$31.80
Toyo, Jean	SL	\$20.00	\$30.00
Turenne, Ernst	SL	\$20.00	\$30.00
Yanez, Adriel	SL	\$20.00	\$30.00
Support Crew Leader	CL	\$25.23	\$37.84
Arce, Magdalena	CL	\$27.00	\$40.50
Davis, Jerry	CL	\$25.80	\$38.70
Gil Vazquez, Humberto/ Carp	CL	\$25.30	\$37.95
Harp, Kenneth	CL	\$25.30	\$37.95
Lester, John	CL	\$22.60	\$33.90
Molina, Moises	CL	\$25.30	\$37.95
Pierre, Robens	CL	\$25.30	\$37.95
Support Crew Skilled Labor	SL	\$17.86	\$26.79
Henrisme, Jackens	SL	\$17.50	\$26.25
Michel, Thomas	SL	\$16.00	\$24.00
Phanor, Aniel	SL	\$20.00	\$30.00
Philius, Grady	SL	\$17.50	\$26.25
Philemons, Kechener	SL	\$16.40	\$24.60
Regisme, Duquene	SL	\$20.00	\$30.00
Rodriguez, Araceli	SL	\$18.00	\$27.00
Thomas, Gregory	SL	\$17.50	\$26.25
Truck Driver	D	\$22.65	\$33.97
Clemmons Sr., Derrick	D	\$20.40	\$30.60
Feliciano, Eddie	D	\$21.82	\$32.73
Miller, Howard	D	\$25.57	\$38.36
Tracy, Steven	D	\$22.80	\$34.20

Section I, Item D.

2022 Equipment Rates for FDOT Jobs

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
45-104 Tandem Truck Tractor	\$67.94
45-115 Single Axle Truck Tractor	\$66.41
45-117 Tri-Axle Truck Tractor	\$69.20
45-128 Tandem Flat Bed (241) Truck	\$39.20
45-164 Tri-Axle Dump Truck - Steel Body	\$71.29
45-249 Tri-Axle Truck Tractor	\$70.09
45-279 Tandem Tractor	\$70.91
45-280 Single Axle Tractor	\$70.91
45-331 Tri-Axle Dump Truck	\$73.40
40-27 Lowboy Trailer	\$38.50
40-27 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	
25-61 CAT 420D IT (Combination Backhoe)	\$46.77
25-52 CAT 430D IT (Combination Backhoe)	\$62.86
25-67 CAT 420F IT (Combination Backhoe)	\$65.81
20-57 Liebherr R915 Excavator (Rubber Tire)	\$104.93
20-63 John Deere 220D Excavator (Rubber Tire)	\$167.49
20-75 Liebherr A900C	\$104.93
Track Excavators	
20-37 Liebherr R934 HDSL Excavator	\$148.34
20-39 Iner-Drain 6050HT (Sock Machine)	\$94.02
20-40 Liebherr R912 HDSL Excavator	\$133.98
20-44 Liebherr R944 HDSL Excavator	\$152.71
20-48 Liebherr R944 HDSL Excavator	\$147.05
20-50 Liebherr R934 B HDSL Excavator	\$150.33
20-53 Liebherr R944 B HDSL Excavator	\$147.36
20-54 Liebherr R934 B HDSL Excavator	\$150.33
20-55 Liebherr R954 C HD Excavator	\$207.14
20-56 Komatsu PC380LC-10 Excavator	\$133.70
20-59 Caterpillar 328D Excavator	\$156.16
20-60 Caterpillar 336DL Excavator	\$158.23
20-65 Komatsu PC360LC-10 Excavator	\$152.89
20-68 Komatsu PC390LC-10 Excavator	\$160.87
20-69 Komatsu PC240LC-11 Excavator	\$145.09
20-70 Komatsu PC390LC-11 Excavator	\$170.40
20-71 Komatsu PC390LC-11 Excavator	\$170.97
20-72 Komatsu PC138LC-12 Excavator	\$113.53
20-73 Komatsu PC290LC-11 Excavator	\$160.53
20-74 Komatsu PC138LC-12 Excavator	\$105.22
20-77 Caterpillar 320L Excavator	\$138.65
20-78 Caterpillar 325 Excavator	\$136.47
20-79 Komatsu PC238LC-11 Excavator	\$124.04
20-80 Komatsu PC138LC-11 Excavator	\$105.22
20-81 Caterpillar 307E2 Excavator	\$67.72
20-82 John Deere 350G LC	\$161.67
20-84 John Deere 50G	\$41.18
20-86 John Deere 345G	\$161.67
20-87 John Deere 380G	\$221.99
Wheel Loaders	
30-30 John Deere 644H Loader	\$66.30
30-32 Liebherr L544 Loader	\$66.13
30-33 Volvo L70 Loader	\$49.20
30-34 Liebherr L538 Loader	\$69.12
30-36 Volvo L90E Loader	\$56.04
30-37 Volvo L110E Loader	\$71.11
30-38 Komatsu WA380-6 Loader	\$64.08
30-39 Komatsu WA380-6 Loader	\$64.71
30-40 Caterpillar 950H Loader	\$70.41
30-42 Komatsu WA200-7 Loader	\$59.12
30-43 Komatsu WA380-7 Loader	\$76.10
30-44 Komatsu WA200-7 Loader	\$58.47
30-45 Komatsu WA200-7 Loader	\$59.86
30-46 Caterpillar 938L Loader	\$67.44
30-47 Komatsu WA200-7 Loader	\$59.63
30-48 Komatsu WA380-7 Loader	\$60.62
30-49 Komatsu WA380-8 Loader	\$69.30
30-50 Caterpillar CAT 926M Loader	\$42.64
30-51 Komatsu WA-320-8 Loader	\$71.42
30-52 Komatsu WA-270-8 Loader	\$75.49
30-53 Caterpillar 930M Loader	\$72.61
30-54 Caterpillar 930M Loader	\$72.61
30-55 John Deere 524L	\$68.20
30-56 John Deere 544L	\$69.06
30-57 John Deere 524L	\$68.20
30-58 John Deere 544L	\$69.06
30-59 John Deere 644L	\$81.09
30-60 John Deere 644L	\$81.09
Mini Excavators / Bobcats / Dozer	
35-01 John Deere 650 H4GP Dozer	\$63.39
35-27 Bobcat 913G	\$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 KX130-2 (30 HP Kubota)	\$19.03
35-66 Mini-Hoe Kubota KX121-3S2 (30 HP Kubota)	\$24.06
20-67 Caterpillar 305E2 (11K LBS Mini)	\$47.38
20-89 Takeuchi TB260	\$47.34
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 BE	\$93.72
85-230 Rotary Heat Auger ICE EX26	\$263.40
Water Trailer (1000 gal)	\$15.55
Vibratory Rollers	
75-30 Ingersoll Rand SDM0 Vibratory Roller	\$42.07
75-31 Dynapac CA121D Vibratory Roller	\$37.07
75-32 Dynapac CA121D Vibratory Roller	\$37.43
75-34 Dynapac CA121D Vibratory Roller	\$37.26
75-34 Dynapac C2000S double drum	\$15.34
75-35 Volvo SD45D Vibratory Roller single drum	\$35.68
75-36 Volvo SD45D Vibratory Roller single drum	\$35.70
Pumps	
Well Point Header and Points (No Pump)	\$12.00
10" Well Point Pump & Disch Hose - (24 Hrs/day)	\$36.71
6" Well Point Pump & Disch Hose - (24 Hrs/day)	\$40.59
8" 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)	\$55.29
6" 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	\$6.88
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"x8"x10	\$18.00
Stone Boat (12 CY)	\$65.00
Manhole box 6"x10"	\$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 18"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 Piles - Airbag for drainage 12"-18"	\$65.00
Pipe Piles - Airbag for drainage 18"-24"	\$95.00
Pipe Piles - Airbag for drainage 15"-30"	\$120.00
Pipe Piles - Airbag for drainage 24"-48"	\$190.00
Pipe Piles - Airbag for drainage 48"-72" (w/ lift line)	\$593.00
Pipe Piles - Airbag for sewer pipe (pass through)	\$750.00
Pipe Piles - Airbag for sewer pipe (solid chub)	\$295.00
Small Equipment	
Air Compressor	\$19.21
Tamper	\$6.37
Light Plant (8hr/day minimum)	\$10.16
Walkina Saw	\$8.53
Cut off Saw 14"	\$7.50
Generator	\$4.85

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REV2

August 17, 2022

Quote No. RTS22-6531MX REV2

**Please Return
Signed Quote
To Schedule**

Johnson-Davis, Inc.
crawlinson@johnsondavis.com
Attn: Chad Rawlinson
Phone: (561) 356-2649

Re: Multiple Line Stops – Barfield Highway – Pahokee, Florida

Rangeline Tapping Services, Inc. will provide **Stainless Steel Line Stop fittings**, unless otherwise specified and perform the following:

Unit	Size	Pipe Type	Single Line Stop Water/Force Main (80 PSI or less)	TOTAL	Line Stop Equipment Overnight charges After 7PM on 2 nd Calendar Day "When Equipment is on the Pipe"
1	6"	CIP	\$3,985.00	\$3,985.00	\$500.00 Per day
1	8"	CIP	\$4,930.00	\$4,930.00	\$500.00 Per day

Both Single Line Stops will be performed together as a double line stop set.

Rangeline Tapping Services, Inc. will provide **Stainless Steel Line Stop fittings**, unless otherwise specified and perform the following:

Unit	Size	Pipe Type	Double Line Stop Water/Force Main (80 PSI or less)	TOTAL	Line Stop Equipment Overnight charges After 7PM on 2 nd Calendar Day "When Equipment is on the Pipe"
2	6"	CIP	\$7,995.00 Each	\$15,990.00	\$1,000.00 Per day, per double line stop

Note: Rangeline cannot guarantee a 100% shutdown due to debris, mineral deposits, solids and/or sediments in the pipe.

Prices are based on the following below:

- Please allow 7 - 14 days notice for scheduling **after receipt of materials** to ensure availability. **Projects that require shorter lead times may incur additional charges.**
- **AC/CIP pipe applications contractor must encase each line stop fitting in concrete.**
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Price includes "Sales Tax" on supplied material.
- Rangeline may require a pre-construction meeting prior to scheduling any services.
- **Normal daytime hours (7:00AM- 7:00 PM EST) Monday through Friday. Technician(s) will have a \$250.00 per hour after hours charge, portal-to-portal. Additional Expenses will be charged at our cost plus 20%.**
- Rangeline will allow **(3) Mobilizations/De-Mobilizations** to the job-site **per double line stop set.** Additional trips will be \$750.00 per trip. Mobilization charges are applied when the technician leaves the shop or job-site to start or after completion of the project.
- If Rangeline arrives at the jobsite to perform scheduled work that does not get performed, through no fault of Rangeline Tapping Services, an additional trip charge will be charged regardless of the number of Mobilizations allowed for the scheduled work.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee, please refer to Terms and Conditions #13 (Page 4). This includes weather related cancellations.

Rangeline Tapping Services, Inc.
Main Office ♦ (800) 346-5971

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West Palm Beach, FL 33413
(561) 683-0910 ♦ (561) 683-0912

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Winter Haven, FL 33881
(863) 701-7063 ♦ (863) 701-7069

3415 Denver Drive
Denver, NC 28037
(800) 346-5971 ♦ (910) 262-2941

13168 Highway 105 E
Conroe, TX 77306
(936) 445-2171 ♦ (936) 264-9108



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- Rangeline will allow each Line Stop to be left **in place for (2) calendar day(s)** or less. Each additional day will be charged as noted above including weekends. Limited to no more than 14 days from original quoted scope. Any days needed past the 14th additional day will require an approved changed notice before proceeding or equipment will have to be removed on the 14th day. The Change Order must be received by Rangeline prior to the 14th day.
- Stand-by charges will be billed at \$150.00 per hour / per technician during normal daytime hours and \$250.00 per hour / per technician during after hours.
- Stand-by charges for equipment on the truck from portal-to-portal at \$1,000.00/per day.
- Pricing includes a standard 15-minute pressure test of all tapping sleeves and line stop fittings. If the pressure test is required to be longer than 15 minutes, additional charges will be billed at \$150.00 per hour. When customer installs material and it does not pass the standard 15-minute pressure test, all Rangeline labor will be billed at \$150.00/hr.
- **I have read and understand the conditions on which these prices are based upon. (Initials) _____**
This is a 4-page proposal. Please read it in its entirety, then sign and return page 4 prior to scheduling work.
Please see the attached page for the customer's responsibility.

Additional charges may be added for ID badges, security check-in or job postponements due to site events.

Above costs do not include office expense for extensive contract agreements.

Sub-Contract agreements (when required) must be received by Rangeline Tapping Services, Inc. prior to starting work. Rangeline will not be responsible for meeting any requirements stated in a Sub-Contract agreement after the proposed work has begun.

Certificates of insurance with contractor as a certificate holder can be provided at no cost. Adding contractor as additional insured cannot be done unless we have a written contract with your company. Coverage required above the limits of our policy is not included.

Quotation is valid for 30 days.

No retainage allowed.

If you have any questions, please feel free to contact our sales team in your region listed below:

Atlantic Regional Manager
Mike Mainelli
(407) 314-4878 mike@rangeline.com

South Florida Sales Representative
Maxx Moore
(561) 301-6577 Maxx@Rangeline.com

National & International Sales
Greg Foushi
(407) 453-1060 greg@rangeline.com

Thank you for the opportunity to quote your project!

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CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

- Flow rates of 1 ft/sec for Single position Line Stops or 2 ft/sec for Double position Line Stops shall not be exceeded while Line Stop heads are inserted. If the flow rates are higher than the above noted rates, the flow will need to be lowered. These rates and flow direction will need to be confirmed by the customer, owner, and/or engineer before any Line Stop heads are inserted. Rangeline will not be held liable for misinformation concerning flow rates, flow direction or water forces within the piping which causes damage to the piping system. Owner and/or Engineer is responsible for all proper information. Flow Rate must be measured at the point of the line stop location. **Please be advised that “NOT” knowing the flow direction or the feet per second conditions during the insertion of the Line Stop equipment may cause damage to the pipe and or Rangeline equipment. In the event this occurs Rangeline will be compensated for its time, material, equipment damage and services.**
- Excavating, de-watering, shoring, and/or scaffolding of job area, all of which must comply with OSHA standards.
- 12’ extension ladder, light pole, and pump for de-watering.
- Scheduling inspectors and obtaining permits as necessary.
- Labor assistance of 1 man to be supervised by Rangeline Technician(s).
- Lifting services if necessary.
- Concrete pipe anchor or mega lug joint restraint system if required.
- Concrete support for the Line Stop Fitting if required.
- O.D. measurements prior to scheduling.
- Pipe wall thickness prior to scheduling.

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Section I, Item D.

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Rangeline Tapping Services, Inc. - Terms and Conditions

1. **Rangeline** has issued this quotation based upon all information provided by the Customer.
2. All prices quoted are subject to current sales and use taxes. Any increase or enactment of new sales, use, excise or similar taxes shall be passed onto the account of Customer. The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Quotation. Subcontractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes, including, without limitation, escalation, delay damages, cost to re-procure, cost to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.
3. The prices quoted above are based upon the quantities, sizes and operating conditions as listed above. Any changes in quantities, sizes or operating conditions of the system will void this quotation and a new quotation will be issued on the basis of changed information or operating conditions. Any projects that are booked and in progress that require changes in the quantities, sizes and/or operating conditions that differ with this quotation will be subject to pricing changes based upon new data related to the project.
4. In the case of unusual or non-typical pipe variations the Customer will be subject to additional costs.
5. The base price quoted is the minimum charge for the number of days allowed and is not subject to pro-rata for work completed early. Time on site for calculating the base period and the additional days commences the day the technician or equipment are on the job site and ends when equipment leaves the job site or the customer's custody. Any additional days the equipment is on the job site will be paid by the customer at the per day charge quoted. For jobsite or travel days that fall on weekends or holidays, the price quoted will be increased accordingly to reflect or weekend or holiday pricing.
6. **Rangeline shall not be held liable for any back charges without prior written consent of Rangeline. Rangeline does not guarantee that the placement of the Line Stop head(s) into the pipe system the first time will provide a "Workable" shutdown. In the event it is necessary for Rangeline to remove the Line Stop head and replace a seal and make any adjustments to the head/equipment such activity shall not be considered a delay of work at the job site. If the Line Stopper cannot be removed an additional Line Stop will be needed and be performed at the customers expense.**
7. **Rangeline** makes every effort to ensure "OSHA" safe working conditions for its employees. Customer agrees and shall provide **Rangeline** employees with safe working conditions prior to entering the workplace.
8. **Rangeline** cannot take responsibility for actions other than its own employees. **Rangeline** will be liable and will hold Customer harmless from the compensatory but not consequential damages caused solely by defect in **Rangeline's** equipment or caused solely by the negligence of **Rangeline** employees in the operation of the equipment. All other losses, costs, expenses, liability, or damages arising from or connected with the performance of the work will not be the responsibility of **Rangeline** and customer will indemnify and hold **Rangeline** harmless there from.
9. **Rangeline** makes no warranty on any purchased products. Please refer to manufacturer for details on warranty.
10. Manufacturers of Valve Inserts do not guarantee a 100% shutdown. **Rangeline** cannot exceed the Manufacturers' guarantee of valve performance. We install all valve inserts as per manufacturers' specified procedures. **NOTE:** Valve Inserts are not designed to be pressure tested against. A 30% restocking fee will be assessed for all returned Valves and fittings.
11. In the case of unusual line stopping conditions, **Rangeline** may require an owner of the piping system or their representative to be present during the pressure testing of materials and insertion of the Line Stop into their system
12. **Rangeline** will provide Tapping, Line Stopping equipment and a technician to operate equipment. Customer is responsible for providing all other equipment, supervision and labor necessary to complete the work including inspection, testing, safety and control equipment, lifting and moving equipment, etc.
13. Customer shall pay for all costs and expenses incurred by **Rangeline** because of rescheduling or cancellation by the customer for any reason including but not limited to inclement weather.
14. In regards to concrete pipe only, the condition of the interior mortar lining may adversely affect the percentage of the amount recovered during tapping operation. **Rangeline** cannot be held responsible for any unforeseen, and or diminished conditions of such pipe.
15. **All Tapping Sleeves & Line Stop materials fabricated for PCCP & RCP pipes are non-returnable once fabricated. The customer is responsible for the accumulated costs of the materials, freight, and sales tax for all these items once ordered. These materials are custom ordered and "NON-RETURNABLE".**
16. The supply of bid and or performance bonds is excluded. **Rangeline** supply these bonds only when specifically stated on the quotation.
17. Any invoice unpaid for more than 30 days will be subject to the maximum finance charges allowed by applicable state law. **Rangeline** does not allow retainage on any invoices.
18. Clerical errors made in good faith are subject to correction within **Rangeline** sole discretion.
19. Notwithstanding these terms and conditions or any amendments thereto or terms and conditions of the customer who may be deemed part of this agreement, **Rangeline** shall not be liable for any losses, costs, expenses, liability or damages arising from or connected with the performance of the work not covered by **Rangeline's** liability insurance in effect at the time of such loss, etc., and Customer shall hold **Rangeline** harmless for any loss, etc., in excess of coverage. **Rangeline** will provide Customer a certificate of its liability insurance upon request.
20. In the event it becomes necessary for **Rangeline** to retain legal counsel to enforce its rights the Customer agrees that it shall be responsible for payment of all reasonable attorney's fees, expenses and costs incurred by **Rangeline**.
21. **Rangeline** shall not be held liable for any pipe which breaks or leaks as a result of material installation, Tapping pipe, Line Stopping pipe or completion of line stop fitting. **Rangeline** follows all material manufacturers' installation procedures and operates all equipment to manufacturer's standards and cannot be held responsible for pipe which fails during the Tapping and Line Stopping operation.
22. **Rangeline** will take all means available to capture the pipe coupon. Pipe integrity, flow rates and other unknowns at the time of the Wet/Hot Tapping operation can be contributing factors. Therefore, **Rangeline** cannot be responsible for any lost or pieces of the coupons which do not come out after the tap is performed.
23. **Rangeline** does not guarantee a 100% leak free Completion Plug installation. The Completion Plug is a temporary seal to remove the isolation valve to install the permanent blind flange and sealing hardware.
24. **Rangeline** will not be responsible for reduced flow through temporary by-pass system due to solids or debris clogging by-pass operations.

Customer Signature _____ Date _____ Rangeline Signature _____ Date _____

Customer acknowledges and accepts all information regarding supplied quotation.

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AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Jongelene Adams

SUBJECT: Community & Economic Development Department

DATE: 22 September 2022

GENERAL SUMMARY/BACKGROUND:

Palm Beach County Office of Community Revitalization has awarded the City of Pahokee Parks & Recreation Department two (2) NEAT (Neighborhood Engagement And Transformation) Grant for FY2022-2023.

The 1st NEAT Grant – MLK Park: This will allow the Parks & Recreation Department to procure & purchase materials to repair MLK Park – sidewalks, restroom sanitation mitigation efforts, repair open pavements and concession area; perform exterior pressure cleaning & painting.

The award amount from the NEAT Grant is: \$10,000.00 with a required match from the City of Pahokee of \$10,000.00 = TOTAL PROJECT FUNDING = \$20,000.00

The 2nd NEAT Grant – Commissioners Park: This will allow Parks & Recreation Department to procure professional services to repair and make improvements to the splash pad.

The award from the NEAT Grant is: \$10,000.00 with a required match from the City of Pahokee of \$10,000.00 = TOTAL PROJECT FUNDING = \$20,000.00

BUDGET IMPACT: A TOTAL of \$20,000.00 will be the match needed from the City of Pahokee as a requirement to fulfill the terms of the NEAT Grant.

The PBC Office of Community Revitalization will fund the City with two (2) \$10,000.00 grants for MLK Park and Commissioners Park repair & improvements.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this FY2022-2023 NEAT Grant.

ATTACHMENTS:

Resolution 2022 - 48

RESOLUTION 2022 - 48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ACCEPTING TWO NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANTS (NEAT) IN THE TOTAL AMOUNT OF TWENTY THOUSAND (\$20,000,00) FOR MLK AND COMMISSIONERS PARK IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee, Florida desires to accept two Neighborhood Engagement and Transformation (NEAT) grants awards from the from the Palm Beach County Office of Community Revitalization for park improvements at MLK Park and Commissioners Park; and

WHEREAS, NEAT Grant applications were submitted by the City and grants have been awarded a total amount of Twenty Thousand dollars (\$20,000) consisting of: 1) the purchase of items and procurement of services to repair Dr. Martin Luther King Jr. Park sidewalks, conduct restroom sanitation mitigation efforts and upgrades, repair open pavement and concession areas, and restrooms, as well as perform exterior pressure cleaning and painting (\$10,000); and 2) the procurement of professional services to repair and improve the City of Pahokee's splash pad located in Commissioners Park (\$10,000); and

WHEREAS, the City Commission has determined that accepting the NEAT grants referred to collectively as the "Neighborhood Beautification Project" or the "Project" is in the best interests of the City and its residents.

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. Acceptance of Two NEAT Grants
The City Commission of the City of Pahokee, Florida hereby accepts grant awards in the total amount of Twenty Thousand dollars (\$20,000).

Section 3. Authorization of City Manager. The City Commission authorizes the City Manager to take all necessary action to ensure that the objectives of this resolution are carried out.

Section 4. Effective Date. This Resolution shall be effective immediately upon

its passage and adoption.

PASSED and **ADOPTED** this _____ day of October, 2022.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

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

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND CITY OF PAHOKEE
FOR THE
NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT**

THIS AGREEMENT is made and entered into on the ____ day of _____, 20__, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and City of Pahokee a political subdivision of the State of Florida, hereinafter referred to as "AWARDEE".

In consideration of the mutual promises contained herein, the COUNTY and the AWARDEE agree as follows:

WHEREAS, The Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

WHEREAS, AWARDEE submitted two grant applications for the Neighborhood Engagement and Transformation Grant, not to exceed Twenty Thousand dollars (\$20,000) which consisted of: 1) the purchase of items and procurement of services to repair Dr. Martin Luther King Jr. Park sidewalks, conduct restroom sanitation mitigation efforts and upgrades, repair open pavement and concession areas, and restrooms, as well as perform exterior pressure cleaning and painting (\$10,000); and 2) the procurement of professional services to repair and improve the City of Pahokee's splash pad located in Commissioners Park (\$10,000). These two grant applications are hereinafter referred to collectively as the "Neighborhood Beautification Project" or the "Project"; and

WHEREAS, COUNTY has selected AWARDEE'S Neighborhood Beautification Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed \$20,000 to help offset expenses toward AWARDEE'S implementation of its Neighborhood Beautification Project; and

WHEREAS, implementation of AWARDEE'S Neighborhood Beautification Project, serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

ARTICLE 1 – INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 – SERVICES

AWARDEE shall perform the Project Scope of Work, as proposed by AWARDEE and detailed in the Scope of Work as described in Exhibit “A,” attached hereto and incorporated herein by reference. AWARDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY, whether or not included in this Agreement.

ARTICLE 3 – SCHEDULE

The term of this Agreement shall be for twelve (12) months, commencing on the date this Agreement is fully executed by the parties.

AWARDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project within eleven (11) months of execution of this Agreement by the parties hereto.

ARTICLE 4 – PAYMENTS TO AWARDEE AND VENDORS

- A. COUNTY agrees to reimburse the AWARDEE for the costs associated to the Neighborhood Beautification Project, as set forth more specifically in Exhibit “A.”
- B. AWARDEE hereby authorizes COUNTY to make payments directly to Registered County vendors on behalf of AWARDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDEE within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDEE’s satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed TWENTY THOUSAND \$20,000 for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDEE for payment of any sales tax. AWARDEE is not authorized to use the COUNTY'S tax exemption number in securing such materials. Minor changes to the Scope of Work which do not increase the total amount of the awarded grant funding as described in this Agreement may be requested in writing by AWARDEE to the Office of Community Revitalization (OCR) Director, and approved by the County Administrator or designee at their discretion during the period of this Agreement.
- C. COUNTY will use its best efforts to provide said funds to AWARDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:
 - 1. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement;
 - 2. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit “B,” which is required for each and every reimbursement requested by AWARDEE.

Said information shall list each invoice paid by AWARDDEE and shall include the vendor invoice number, invoice date, and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDDEE shall attach a copy of each vendor invoice paid by AWARDDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

3. COUNTY'S representative verifies that the project and invoices are in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment.

D. In the event AWARDDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY in its sole discretion, shall have no further obligation to honor reimbursement requests submitted by AWARDDEE. COUNTY shall make the determination that AWARDDEE has ceased or suspended the Project and AWARDDEE agrees to be bound by COUNTY's determination.

E. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A."

F. In order to do business with Palm Beach County, AWARDDEE is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AWARDDEE intends to use vendor, awardee must also ensure that all vendors are registered in VSS.

ARTICLE 5 – COUNTY'S RIGHT TO INSPECT

COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

ARTICLE 6 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent on annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 7 – OPERATION AND MAINTENANCE RESPONSIBILITIES

AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

ARTICLE 8 – TERMINATION

The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the COUNTY may provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any COUNTY funds already collected by AWARDDEE under this Agreement for the Project.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon ten (10) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for above.

ARTICLE 9 – INDEPENDENT CONTRACTOR RELATIONSHIP

The AWARDDEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the AWARDDEE'S sole direction, supervision, and control. The AWARDDEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AWARDDEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AWARDDEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation

ARTICLE 10 - INSURANCE

- A. AWARDDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.
- B. AWARDDEE shall require each contractor, vendor or subcontractor hired by AWARDDEE for work associated with this Agreement to maintain:
 - 1. Workers’ Compensation coverage in accordance with Florida Statutes, and
 - 2. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than Five Hundred Thousand dollars (\$500,000). COUNTY shall be included in the coverage as an additional insured.

C. Prior to execution of this Agreement, AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage to, OCR Director, Palm Beach County c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.

ARTICLE 11 - INDEMNIFICATION

AWARDEE shall protect, defend, reimburse, indemnify and hold COUNTY, 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 Agreement or due to the acts or omissions of AWARDEE.

ARTICLE 12 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

ARTICLE 13 – RELEASES AND HOLD HARMLESS AGREEMENTS

AWARDEE agrees to fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit “C-1,” before engaging in any service in connection to the Project. AWARDEE further agrees that any volunteer who performs services connected with the Project will fully execute a Volunteer Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit “C-2”, before engaging in any such service. AWARDEE will keep on file fully executed Volunteer Release and Hold Harmless Agreement(s) for each volunteer for a period of five (5) years from the effective date of this Agreement.

ARTICLE 14 - ACCESS AND AUDITS

The AWARDEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY 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 the AWARDEE'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDDEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 15 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AWARDDEE warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, the AWARDDEE represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the AWARDDEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AWARDDEE retaliate against any person for reporting instances of such discrimination. The AWARDDEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AWARDDEE understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party AWARDDEE shall include this language in its subcontracts.

ARTICLE 16 - PUBLIC ENTITY CRIMES

As provided in sections 287.132 and 287.133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the AWARDDEE certifies that it, its affiliates, suppliers, subcontractors and consultants 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 section 287.133(3)(a), Florida Statutes.

ARTICLE 17 - MODIFICATIONS OF WORK

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

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

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the AWARDEE shall not commence work on any such change until such written amendment is signed by the AWARDEE and approved and executed on behalf of Palm Beach County.

ARTICLE 18 - NOTICE

All notices required in this Agreement shall be in writing and sent by hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

If sent to COUNTY:

Palm Beach County Office of Community Revitalization
Houston L. Tate, OCR Director
2300 North Jog Road
West Palm Beach, Florida 33411

If sent to AWARDEE:

Rodney Lucas, City Manager
City of Pahokee
207 Begonia Drive
Pahokee, FL 33476

ARTICLE 19 - REGULATIONS; LICENSING REQUIREMENTS

AWARDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

ARTICLE 20 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

AWARDEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE’s place of business.

ARTICLE 21 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the AWARDEE: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes**, the AWARDEE shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The AWARDEE is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY’s Custodian of Public Records (COUNTY’s Custodian) or COUNTY’s representative/liaison, on behalf of the COUNTY’s Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The AWARDEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of Agreement, if the AWARDEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of Agreement, the AWARDEE shall transfer, at no cost to the COUNTY, all public records in possession of the AWARDEE unless notified by COUNTY’S representative/liaison, on behalf of the COUNTY’S Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the AWARDEE transfers all public records to the COUNTY upon completion of Agreement, the AWARDEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AWARDEE keeps and maintains public records upon completion of Agreement, the AWARDEE shall meet all applicable requirements for retaining public records. All records stored electronically by the AWARDEE must be provided to COUNTY, upon request of the COUNTY’s Custodian or the COUNTY’s representative/liaison, on behalf of the COUNTY’s Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

AWARDEE acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Failure of the AWARDEE to comply with the requirements of this Article, chapter 119, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it for breach of this Agreement, including but not limited to, the right to terminate for cause.

IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.”

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AWARDEE agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. AWARDEE shall execute by manual means only, unless the Agreement provides otherwise.

Remainder of Page Left Blank Intentionally

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AWARDDEE has hereunto set its hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO, Clerk & Comptroller

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

WITNESSES:

**AWARDEE
(City of Pahokee)**

Witness Signature

By: _____
Rodney Lucas, City Manager (Signature)

Name (type or print)

Rodney Lucas, City Manager
(Name)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit "A"

**Palm Beach County
Office of Community Revitalization
Neighborhood Engagement and Transformation (NEAT) Grants Program**

SCOPE OF WORK

Applicant Name:
City of Pahokee

Project Category:
Neighborhood Beautification

Area Location:
Pahokee

Project Description: This project entails: 1) the purchase of items and procurement of services to repair Dr. Martin Luther King Jr. Park sidewalks, conduct restroom sanitation mitigation efforts and upgrades, repair open pavement and concession areas, and restrooms, as well as perform exterior pressure cleaning and painting (\$10,000); and 2) the procurement of professional services to repair and improve the City of Pahokee's splash pad located in Commissioners Park (\$10,000).

Items/Services to be procured: paint, anti-skid additive, mulch, picnic tables, bulletin board and accessories, trowel patch for repairs and pressure washer, pressure washer cleaner materials and associated labor, stucco/patching materials, display case/digital marquee, playground equipment, refrigerator, safety and solar lights and any other items needed for project implementation. Materials, professional service and labor are included.

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended: \$20,000



EXHIBIT "B"

**PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION**

**NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM
CONTRACT PAYMENT REQUEST FORM**

DATE: _____ CONTRACT NUMBER: _____

ORGANIZATION NAME: _____

PROJECT COORDINATOR: _____

ADDRESS: _____

REQUESTED ITEMS: _____

VENDOR REGISTRATION # _____ AMOUNT BEING REQUESTED: \$ _____

RECIPIENT OF DISBURSED FUNDS:

NAME: _____

ADDRESS: _____

TELEPHONE #: _____

VENDOR REGISTRATION # _____

CLICK HERE FOR VENDOR # [HTTPS://WWW.PBCGOV.ORG/PBCVENDORS](https://www.pbcgov.org/pbcvendors)

ATTACH ORIGINAL RECEIPT(S) AND/OR INVOICE(S)

ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)

EMAIL TO: CMATHEWS@PBCGOV.ORG OR DELIVER / MAIL TO:

CHRYSTAL MATHEWS, SENIOR PLANNER
OFFICE OF COMMUNITY REVITALIZATION
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411

FOR FINANCIAL INFORMATION REGARDING YOUR NEAT GRANT PROJECT, PLEASE CALL
BRANDON WHITE AT 233-5022.

EXHIBIT "C-1"

AWARDEE RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this _____ day of _____, 2022, by City of Pahokee ("Awardee") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant ("Grant") to City of Pahokee which entails: 1) the purchase of items and procurement of services to repair Dr. Martin Luther King Jr. Park sidewalks, conduct restroom sanitation mitigation efforts and upgrades, repair open pavement and concession areas, and restrooms, as well as perform exterior pressure cleaning and painting (\$10,000); and 2) the procurement of professional services to repair and improve the City of Pahokee's splash pad located in Commissioners Park (\$10,000), hereinafter referred to as the "Neighborhood Beautification Project", which requires the Awardee to sign this Release and Hold Harmless Agreement.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Awardee agrees as follows:

1. Awardee does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.

2. Awardee shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: City of Pahokee

Name: Rodney Lucas, City Manager

Signature: _____

Date: _____

EXHIBIT "C-2"

VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement ("Agreement") is made this _____ day of _____ (month), _____ (year), by _____ (volunteer first and last name) for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant ("Grant") to allow the _____ ("project name") project presented by _____ ("awardee name") to improve the neighborhood, which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

- 1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
- 2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: _____ Date: _____

Signature: _____

If under age 18:
Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: CITY OF PAHOKEE

PROJECT DESCRIPTION:

The project entails: 1) the purchase of items and procurement of services to repair Dr. Martin Luther King Jr. Park sidewalks, conduct restroom sanitation mitigation efforts and upgrades, repair open pavement and concession areas, and restrooms, as well as perform exterior pressure cleaning and painting (\$10,000); and 2) the procurement of professional services to repair and improve the City of Pahokee's splash pad located in Commissioners Park (\$10,000).

County Funds Requested: \$ 20,000

APPROVAL STATUS:

Risk Management ~~agrees~~ does not agree to waive the "insurance requirement" for City of Pahokee a Political Subdivision of the State of Florida.

INSURANCE NEEDED: YES NO

COMMENTS: City of Pahokee must add Palm Beach County Board of Commissioners as an additional insured to Contractor Agreement for the Commercial General Liability Insurance.

Elizabeth Plaska
SIGNATURE OF REVIEWER

Property Casualty vlns. Claims Mgr.
TITLE OF REVIEWER

ELIZABETH PLASKA
PRINT NAME

9/20/2022
DATE



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Peggy Boule

SUBJECT: CITY OF PAHOKEE
MARINA AND FACILITY EVENT
SPACE RENTAL AGREEMENT

DATE: 22 September 2022

GENERAL SUMMARY/BACKGROUND:

The City of Pahokee is the Lessee/Operator of the Marina, Campground, Restaurant and adjoining property under a Lease Agreement with the State of Florida, who owns the property.

Historically, CITY OF PAHOKEE ("COP") rents the Marina and Campgrounds for the usage of the Marina Sites, conference rooms, and/or any other buildings or structures or land for social and/or business events upon the consent and approval of City of Pahokee.

BUDGET IMPACT: No budget impact.

The purpose of this agreement is to generate revenue for the City through renting the Marina and its facilities for events.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this CITY OF PAHOKEE MARINA AND FACILITY EVENT SPACE RENTAL AGREEMENT.

ATTACHMENTS:

Resolution 2022 - 49

RESOLUTION 2022 - 49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE RENTAL OF CERTAIN MARINA SITES PURSUANT TO THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee ("City") is the Lessee/Operator of the Marina, Campground, Restaurant and adjoining property under a Lease Agreement with the State of Florida, the owner of the property; and

WHEREAS, the City desires to rent to the public certain marina sites, to include conference rooms, and/or any other buildings or structures for social and/or business events as otherwise not encumbered by a City recognized sub-lease agreement (Marina Sites); and

WHEREAS, City desires to approval a more formal rental agreement specifically for rental of Marina Sites as in the best interest of the City.

NOW THEREFORE, in consideration of the mutual terms and conditions, the Parties agree as follows:

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 of City Manager. The City Commission of the City of Pahokee hereby authorizes the rental of certain Marina Sites pursuant to the Agreement attached as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 11th day of October, 2022.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

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

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



CITY OF PAHOKEE
MARINA AND FACILITY EVENT SPACE RENTAL AGREEMENT

This Agreement, made by and between CITY OF PAHOKEE ("CITY") and RENTER and is intended for the usage of marina sites, to include conference rooms, and/or any other buildings or structures for social and/or business events upon the consent and approval of CITY at the "Marina Site". This Agreement is not transferable. It must be read, signed and returned to CITY in advance of the rental. Violation of this and any other provision of this Agreement, or any CITY Rules and Regulations will result in the immediate termination of this Agreement.

The City of Pahokee is the Lessee/Operator of the Marina, Campground, Restaurant and adjoining property under a Lease Agreement with the State of Florida, the owner of the property.

It is imperative that the following Agreement is thoroughly read, signed and returned to CITY ten (10) days in advance of the event. Failure on the signing party's part to comply with ALL guidelines, rules, regulations and or policies set forth in the Agreement may result in immediate termination by the CITY of the Agreement before or during the event and forfeiture of any and all fees and deposits paid on or thereafter. The rental requirements are attached hereto as Attachment "A: are incorporated hereto and made part of this Agreement.

RENTER INFORMATION

Name(s) of Renter _____ Home Phone _____
Business Name _____ Business Phone _____
Address _____
City _____ State _____ Zip Code _____
Cell Phone () _____ Email _____
D.O.B. / ____ / ____ / _____ EIN No. _____
Billing Address _____
Emergency Notification Contact Information
Name _____ Phone _____

**RENTAL REQUIREMENTS FOR PAHOKEE MARINA AND MARINA
FACILITIES**

General Requirements

In order to rent any part of the facilities offered by CITY, the RENTER must be:

- I) A minimum of twenty-one (21) years of age;
- 2) In attendance during the entire time of the rental;
- 3) Ensure that no underage drinking is permitted and be responsible for the safety and sobriety of any and all persons at and around the event.

Insurance

Renter must provide Certificate of Insurance to CITY which shall clearly state the following:

- A. The City of Pahokee and the State of Florida shall be named as additional insureds under the policy.
- B. The Certificate of Insurance issue date shall not be more than twenty (20) days from the date of its receipt by City.
- C. The name of the "Insured" should be the name of the entity (Renter) requesting the permit unless the Description of Operations section explains the relationship (i.e. ownership) between the "Insured" and Renter and CITY approves.
- D. The CITY requires the use of insurers with a minimum of no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.
- E. "Commercial General Liability" must be written on an "Occurrence" basis.
 - a) If the event involves an athletic competition or demonstration the Certificate of Insurance must clearly indicate that liability for unintentional injuries caused by participants/demonstrators to spectators is included and clearly stated.
 - b) If alcoholic beverages (including beer, wine, and spirits) are for sale at the event, the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of \$2,000,000 each occurrence.
 - 1) Note: Prior approval from the City Manager must be obtained in writing no less than thirty (30) days prior to the event.
 - c) If no admission or similar fee is charged at any type of event and alcoholic beverages are served at no charge, the Certificate of Insurance must state that Host Liquor Liability Coverage has been secured with a minimum limit of liability of \$2,000,000 each occurrence.

- d) The policy must not exclude either Personal Injury/Advertising Injury, Damage to Rented Premises, or Products/Completed Operations.
 - e) If no alcohol beverages are served the liability insurance shall be secured at a minimum of One Million Dollars (\$1,000,000.00). Liability limits may be increased in the discretion of the City Manager.
- F. A "Policy Number" or binder number must be clearly indicated. Florida binders are only valid for 30 days.
 - G. The "Effective Date" and "Expiration Date" must cover the entire duration of the event including set-up and take-down periods.
 - H. RENTER limits of liability may be less than those required. If necessary, they may be supplemented with Umbrella Liability, provided the combined limit satisfy the minimum requirement and the County is listed as "Additional Insured" certificate. on the Umbrella Policy or the Umbrella policy is noted as "Follow Form" on the
 - I. Special liability coverage such as Automobile, Watercraft, Aircraft, etc., may be required, if staff indicates such coverages are required, place the details where appropriate on the Certificate.
 - J. "City of Pahokee" must be shown as "Additional Insured" in the Description of Operations section. This section may also be used to indicate other insurance related required information including the Name and date(s) of the event.
 - K. The 10-day endeavor to notice requirement must be included. If the General Liability Insurance policy is a short-term special events type policy, then this section is not applicable.
 - L. The "Certificate Holder" must list the following: City of Pahokee 207 Begonia Drive, Pahokee, FL 33476
 - M. The Certificate must be signed by the insurance agent or an insurance company representative. Electronic signatures are acceptable on computer generated certificates.

PROVIDE YOUR INSURANCE AGENT AND ALL EVENT PARTICIPANTS WITH A CITYY OF THESE INSTRUCTIONS AND THE SAMPLE CERTIFICATE OF INSURANCE TO ENSURE THE SPEEDY PROCESSING OF YOUR PERMIT APPLICATION.

Alcohol / Beverage Policy

CITY Marina and Campground is not liable for any incident, injury including death, or property damage relating to the consumption of alcohol (liquor/beer/wine).

All alcohol (liquor/beer/wine) must not be left unattended or left out on tables or any of the surrounding area of the CITY Marina and Campgrounds.

All alcohol (liquor/beer/wine) must be properly and responsibly attended to.

Noise

Noise levels shall not impact any others at the campground. Quiet hours are 10:00 p.m. to 8 a.m., and are strictly enforced. Noise emitting equipment, bright lights, and/or loud voices are not permitted during this time. We ask all participants please respect campers on the CITY campgrounds.

Musical Performances and Equipment

The Renter shall be responsible for all musical performances, equipment and sound equipment used by the performer in his performance in the event of fire, proven theft, riot, or any damaging occurrence other than normal wear and tear or damage caused by the performer.

Renter shall acknowledge and state disclaimer before, during and after event that the City of Pahokee is in NO WAY liable for any words, thoughts, expressions and/or lyrics that may cause offense to ANY religious group, gender, or ANY persons attending or not attending the Renter's event.

Case of Injury and/or Trouble

Please notify CITY Marina and Campground management immediately if an incident occurs that may cause injury (in addition to calling Emergency services i.e. 911).

Renter(s), upon becoming aware of a situation that could lead to injury or property damage shall take immediate and decisive action to prevent persons at your event site or event from engaging in activities or conduct that is drunken, riotous, quarrelsome, violent or disorderly, which could cause property damage and/or harm to themselves or others. Renters(s) is/are responsible for the safety and sobriety of the persons attending the Renters event and will be held legally responsible for injuries and damages arising from actions which include serving someone to intoxication, serving or allowing someone who is already intoxicated, serving minors and failing to prevent impaired individuals from driving.

If a person causing trouble refuses to leave the campground premises when asked by Renter(s) and/or CITY, Marina and Campground, Renter(s) shall assist with again asking the person to leave and advising the person that the Palm Beach Sheriff's Office (PBSO) will be called if he/she refuses to leave. If the person continues to refuse to leave, Renter(s)/ Participant(s)/ Attendee(s) shall promptly request CITY management personnel to contact the PBSO, or if necessary, contact PBSO themselves and notify CITY immediately that PBSO has been contacted.

Indemnification

Renter shall, during the tenancy of this agreement, fully protect, indemnify and hold CITY harmless from any and all claims, demands, actions, suits, judgments, liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) of every kind and character arising, or alleged to arise, out of or in connection with any injury to, or the death of, any person or damage to or loss of any property in connection with, any act, omission, event, condition or casualty in connection with the business, profession and activity conducted on the premises or the use of occupancy of the premises by Renter, his employees, agents, licensees or invitees, or causes by or resulting from, or alleged to be caused by or to result from, the negligence of other conduct of Renter, his employees, agents, licensees or invitees.

Renter's Liability is not limited to the security deposit. Renter(s) is/are responsible to pay for full damages incurred as a result of any injury including death to any person or damage to any property as stated above, including any legal fees needed to recoup expenses.

Rental Deposit

To hold a reservation, a deposit of 30% of rate quoted is required. To hold a reservation for an event, a 30% deposit per Marina facility and space rental is required. You may reserve by credit card or money order, payment must be received fifteen (15) days prior to event, or your reservation will not be guaranteed. No personal checks are accepted. All rates are subject to 7% state tax and 6 % bed tax as required by Florida law. All Marina and facility space rates are subject to change. A utilities deposit of \$300 will be required upon check-in for events longer than three hours.

Security Deposit/Damages

CITY may require a security/damage deposit of an amount to be determined, which will be refunded upon satisfactory inspection of the facilities by CITY. Renter(s) is/are responsible for the actions of any and all guests and will maintain order and decorum in and around the marina and facility space or other areas during the rental period. If the police are called and/or summoned as a result of Renter(s) activities, Renter(s) will lose ALL deposit(s). Renters(s) is/are responsible for any payment of liability claims or restoration charges for damages to the building, tables, chairs, etc. Renter(s) may also lose deposit for any necessary clean-up of hazardous wastes, bodily fluids, and/or garbage.

Set Up and Cleaning

Management expects any and all facilities available for renting to be returned to the same condition as they were before the start of event, which includes cleaning and the removal of garbage/waste.

Payment

The City requires an application fee of \$100.00. Payment for event shall be \$3,000.00. Payment may be made by cash, credit card, money order, cashier's check or travelers checks, are accepted. No personal checks will be accepted.

Cancellation Policy

Deposits are non-refundable. If a reservation is cancelled at least ten (10) days in advance, Renter may apply a camp credit (less a \$15.00 rebooking fee) to a new or rescheduled event within ninety (90) days. Otherwise, 100% of Renter's deposit will be forfeited.

Additional Rules and Regulations

All buildings and the pool area are "non-smoking" facilities. Smoking is prohibited within 50 feet of main entrances, exits and operable windows. All users must comply with current smoking laws.

Renters(s) is/are responsible for any and all costs incurred for catering, decorations, and/or entertainment.

Decorations must not be attached to the buildings by using nails, staples, tacks or cellophane tape. Masking tape is permitted.

Renter agrees that all attendees, performers, guests, family, employees and agents shall comply with all applicable laws, rules and regulations of the state as well as any other governmental body or authority. Renter further agrees that all event attendees, performers, guests, family, employees and agents shall comply with the CITY's "Rules & Regulations" currently in existence and as they may be changed from time to time by the CITY.

I have read and understand the Guidelines of Renting Marina and Campground – facility and rental space. I understand that non-compliances to the guidelines, failure to clean up or damage incurred to CITY Marina and Campground is my responsibility. Non-compliance will result in part or all of my security deposit not being refunded in the discretion of CITY.

Executed on the _____ day of _____, _____.

By Renter: _____
(Print Name) (Signature)

Witness: _____
(Print Name) (Signature)

Attested City of Pahokee

BY: _____ BY: _____
Tijauna Warner, City Clerk Rodney D. Lucas, City Manager