



CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, March 23, 2021 6:00 p.m.

360 East Main Street, Pahokee, Florida

Meeting Streamed By YouTube NO PUBLIC ACCESS

This Workshop of the City Commission of the City of Pahokee is being held to discuss the March 23, 2021 Agenda.

A. INVOCATION AND PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN

NOTICE

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and he or she may 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.

SUBJECT TO CHANGE



AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE

REGULAR COMMISSION MEETING

TUESDAY, March 23, 2021 6:30 P.M.

Meeting Streamed By YouTube - NO PUBLIC ACCESS

- A. INVOCATION AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS
- D. CITIZEN COMMENTS/PUBLIC SERVICE ANNOUNCEMENTS – ALL ITEMS ON AGENDA (3 MINUTES)
- E. APPROVAL OF MINUTES
- F. CONSENT AGENDA
- G. ORDINANCE(S)
- H. RESOLUTION(S)
 - 1. **RESOLUTION 2021 – 04 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING THE EXECUTION OF STATE FUNDED GRANT SUPPLEMENTAL AGREEMENT NO. 1 TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE FUNDED GRANT AGREEMENT NO. G-1753, ATTACHED HERETO AS EXHIBIT “A,” WHICH SPECIFIES THE DELIVERABLES FOR CONSTRUCTION SERVICES FOR S. BARFIELD HIGHWAY FROM EAST MAIN STREET TO EAST 7TH STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR APPROVAL; PROVIDING FOR AUTHORITY; PROVIDING FOR AN EFFECTIVE DATE.**
 - 2. **RESOLUTION 2021 - 05 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE AWARD OF THE CONTRACT FOR CONSTRUCTION OF THE EAST LAKE VILLAGE STORM WATER IMPROVEMENT PROJECT FINANCED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, ATTACHED HERETO AS EXHIBIT “A”, IN THE AMOUNT OF \$554,592.25 TO RIO-BAK CORPORATION; PROVIDING FOR AUTHORITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE**
- I. PUBLIC HEARINGS
 - 1. **Ordinance 2021 – 02 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, PROVIDING FOR A SMALL SCALE LAND USE MAP AMENDMENT, WHICH WILL AMEND THE FUTURE LAND USE MAP PLAN OF THE CITY’S COMPREHENSIVE PLAN IN RESPONSE TO A REQUEST BY COREY O’ GORMAN, AICP, PLACE PLANNING AND DESIGN, ON BEHALF OF PROPERTY OWNER, WASHINGTON PARK LLC, TO CHANGE THE DESIGNATION OF A PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF AMARYLLIS AVENUE AND WEST 7th STREET, CONTAINING APPROXIMATELY 7.86 ACRES, FROM “RESIDENTIAL-MEDIUM” (12 DU/AC) TO “RESIDENTIAL-HIGH” (18 DU/AC AS LEGALLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR CITY MANAGER AUTHORITY; PROVIDING FOR CONFLICTS AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

NOTICE

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SUBJECT TO CHANGE



AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING
TUESDAY, March 23, 2021 6:30 P.M.

2. **Ordinance 2021 – 03 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, REZONING AN APPROXIMATELY 2.72 ACRE PORTION OF A PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF AMARYLLIS AVENUE AND WEST 7th STREET, CONTAINING APPROXIMATELY 7.86 ACRES, AND LEGALLY DESCRIBED IN EXHIBIT “A” HERETO, WITH THE APPLICABLE PORTION THEREOF DEPICTED IN EXHIBIT “B” HERETO FROM PUBLIC FACILITIES (PF) CLASSIFICATION TO MULTI FAMILY RESIDENTIAL MEDIUM (MF-18) CLASSIFICATION; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF PAHOKEE TO REFLECT SAID REZONING; PROVIDING FOR AUTHORITY OF CITY MANAGER; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE**

- J. PROCLAMATION(S)
- K. PRESENTATION(S)
- L. REPORT OF THE MAYOR
- M. REPORT OF THE CITY MANAGER
- N. REPORT OF THE CITY ATTORNEY
- O. OLD BUSINESS
- P. NEW BUSINESS
- Q. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY
- R. FOR THE GOOD OF THE ORDER (COMMUNITY EVENTS, FEEL GOOD ANNOUNCEMENTS)
- S. ADJOURN

IMMEDIATELY FOLLOWING ADJOURNMENT:

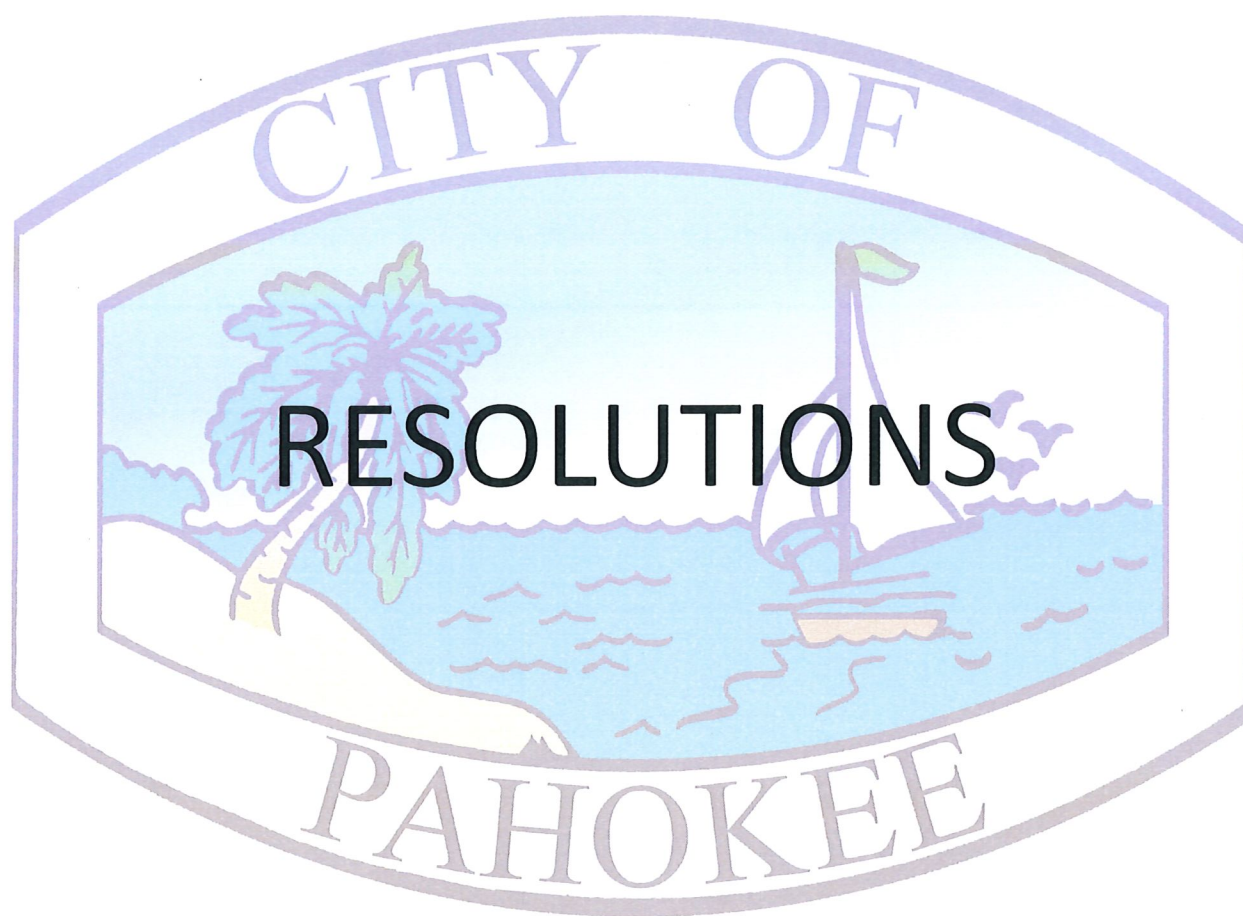
- 1.- SWEARING IN – NEW COMMISSIONERS
Sara Perez
Juan Gonzalez

- 2.- NEW COMMISSIONERS PHOTO

NOTICE

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and he or she may 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.

SUBJECT TO CHANGE



RESOLUTIONS

RESOLUTION 2021 - 04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING THE EXECUTION OF STATE FUNDED GRANT SUPPLEMENTAL AGREEMENT NO. 1 TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE FUNDED GRANT AGREEMENT NO. G-1753, ATTACHED HERETO AS EXHIBIT "A," WHICH SPECIFIES THE DELIVERABLES FOR CONSTRUCTION SERVICES FOR S. BARFIELD HIGHWAY FROM EAST MAIN STREET TO EAST 7TH STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR APPROVAL; PROVIDING FOR AUTHORITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 9, 2019, the City of Pahokee, Florida (the "City") entered into the State-Funded Grant Agreement Contract No. G-1753 (the "Agreement") with the State of Florida Department of Transportation (the "Department"); and

WHEREAS, the purpose of the Agreement was to provide the Department's participation towards the construction services for S. Barfield Highway from East Main Street to East 7th Street (the "Project"); and

WHEREAS, the Agreement did not specify the deliverables for the Project and the Department desires to supplement the Agreement by specifying the deliverables as set forth in the State Funded Grant Supplemental Agreement No. 1 attached hereto as Exhibit "A;" and

WHEREAS, the City Commission of the City of Pahokee, Florida, has determined that entering into the State Funded Grant Supplemental Agreement No. 1, attached hereto as Exhibit "A", 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:

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. Approval of Agreement. The City Commission of the City of

Pahokee, Florida, hereby approves the State Funded Grant Supplemental Agreement No. 1, attached hereto as Exhibit "A."

Section 3. Authorization of Mayor and City Manager. The City Commission of the City of Pahokee, Florida, hereby authorizes the Mayor and the City Manager to enter into the State Funded Supplemental Agreement No. 1, attached hereto as Exhibit "A", with the State of Florida Department of Transportation. Further, authorizing the City Manager 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 March, 2021.

Keith W. Babb, Jr., Mayor

ATTEST:

Nohemi Polanco, Interim City Clerk

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

Burnadette Norris-Weeks, Esq.
Interim City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bohlen	_____ (Yes)	_____ (No)
Commissioner Everett	_____ (Yes)	_____ (No)
Commissioner Hill	_____ (Yes)	_____ (No)
Vice-Mayor Murvin	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

Exhibit "A"

FLORIDA DEPARTMENT OF TRANSPORTATION
STATE FUNDED SUPPLEMENTAL GRANT AGREEMENT
NO. 1

(attached)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

525-010-60
PROGRAM MANAGEMENT
12/18
Page 1 of 2

SUPPLEMENTAL NO.

1

CONTRACT NO.

G-1753

FPN

442030-1-54-01

Recipient: City of Pahokee

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on April 9, 2019 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

This Supplemental adds the deliverables which are required for the construction of the Project. The deliverables for the Project are shown in Exhibit A of this Supplemental, attached hereto and made a part hereof. The Scope of Services, Exhibit A, of the Agreement shall remain in full force and effect.

Reason for this Supplemental and supporting engineering and/or cost analysis:

The deliverables for the Project were not established when the Agreement was executed. The signed and sealed construction plans have been reviewed and approved by the Department.

[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Supplement on the date(s) below.

FDOT

State of Florida, Department of Transportation

By:

Print Name: STEVEN C. BRAUN, P.E.

Title: Director of Transportation Development

Date: _____

Legal Review:

AGENCY

City of Pahokee

By:

Print Name:

Keith W. Babb, Jr.

Title:

Mayor

As approved by the Board on:

Attest:

Legal Review:

City Attorney

Exhibit A
Deliverables

Barfield Highway
FM# 442030-1-54-01

Pay Item	Description	UNIT	ESTIMATED QTYs
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
102-2-1	SPECIAL DETOUR 1	LS	1
102-2-200	SPECIAL DETOUR, TEMPORARY PAVEMENT	LS	1
102-2-300	SPECIAL DETOUR, TEMPORARY EARTHWORK	LS	1
102-3	COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE	CY	200
102-60	WORK ZONE SIGN	ED	21200
102-74-1	CHANNELIZING DEVICE, TYPES I, II, DI, VP, DRUM, OR LCD	ED	79500
102-74-2	CHANNELIZING DEVICE, TYPES, III, 6	ED	1590
102-74-7	CHANNELIZING DEVICE, PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	LF	3595
102-78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	EA	3
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	1060
102-104	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	ED	265
102-107-1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	ED	7757
104-10-3	SEDIMENT BARRIER	LF	287
104-11	FLOATING TURBIDITY BARRIER	LF	50
104-18	INLET PROTECTION SYSTEM	EA	1
108-1	MONITOR EXISTING STRUCTURES- INSPECTION AND SETTLEMENT MONITORING	LS	1
108-2	MONITOR EXISTING STRUCTURES- VIBRATION MONITORING	LS	6.12
110-1-1	CLEARING AND GRUBBING	AC	2611
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	52
110-7-1	MAILBOX F&I, SINGLE	EA	4857
120-1	REGULAR EXCAVATION	CY	3277
120-6	EMBANKMENT	CY	2500
125-3	SELECT BEDDING MATERIAL	CY	14922
145-2	GEOSYNTHETIC REINFORCED FOUNDATION OVER SOFT SOIL	SY	17067
160-4	TYPE B STABILIZATION	SY	6652
285-701	OPTIONAL BASE, BASE GROUP 01	SY	14922
285-704	OPTIONAL BASE, BASE GROUP 04	SY	1199.5
334-1-12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	TN	1202.5
337-7-80	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	TN	17.5
339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	90
400-0-11	CONCRETE CLASS I, ENDWALLS	CY	40
400-2-2	CONCRETE CLASS II, ENDWALLS	CY	7190
415-1-3	REINFORCING STEEL, RETAINING WALL	LB	1
425-1-201	INLETS, CURB, TYPE 9, < 10'	EA	16
425-1-351	INLETS, CURB, TYPE P - 5, < 10'	EA	10
425-1-361	INLETS, CURB, TYPE P - 6, < 10'	EA	5
425-1-451	INLETS, CURB, TYPE J - 5, < 10'	EA	3
425-1-461	INLETS, CURB, TYPE J - 6, < 10'	EA	8
425-1-531	INLETS, DT BOTTOM, TYPE C OD-BACK OF SIDEWALK, < 10'	EA	1
425-1-711	INLETS, DT GUTTER, TYPE V, <10'	EA	1
425-2-71	MANHOLES, J - 7, < 10'	EA	1
425-2-92	MANHOLES, J - 8, > 10'	EA	1
430-175-118	PIPE CULVDERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	1368
430-175-124	PIPE CULVDERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	1273
430-175-130	PIPE CULVDERT, OPTIONAL MATERIAL, ROUND, 30" S/CD	LF	1546
430-175-136	PIPE CULVDERT, OPTIONAL MATERIAL, ROUND, 36" S/CD	LF	407
430-175-184	PIPE CULVDERT, OPTIONAL MATERIAL, ROUND, 84" S/CD	LF	56
430-175-218	PIPE CULVDERT, OPTIONAL MATERIAL, OTHER/ ELLIPTICAL, 18" S/CD	LF	111
515-2-311	PEDESTRIAN/ BICYCLE RAILING, ALUMINUM ONLY, 42" TYPE 1	LF	255
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	9566
522-1	CONCRETE SIDEWALK AND DRIVEWAY, 4" THICK	SY	4874
522-2	CONCRETE SIDEWALK AND DRIVEWAY, 6" THICK	SY	1742
527-2	DETECTABLE WARNINGS	SF	294
536-1-0	GUARDRAIL - ROADWAY, GENERAL/ LOW SPEED TL-2	LF	240

Exhibit A
Deliverables

Barfield Highway
FM# 442030-1-54-01

Pay Item	Description	UNIT	ESTIMATED QTYS
536-6	PIPE RAIL FOR GUARDRAIL	LF	94
536-7-2	SPECIAL GUARDRAIL POST- SPECIAL STEEL POST	EA	40
536-85-20	GUARDRAIL END TREATMENT- TRAILING END ANCHORAGE	EA	2
536-85-24	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	EA	2
570-1-2	PERFORMANCE TURF, SOD	SY	12000
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	2
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	100
710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	10
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	32
700-1-50	SINGLE POST SIGN, RELOCATE	AS	4
700-1-60	SINGLE POST SIGN, REMOVE	AS	16
705-10-1	OBJECT MARKER, TYPE I	EA	15
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
711-11-123	TRAFFIC CONTROL OFFICER	LF	899
711-11-125	THERMOPLASTIC, STANDARD, WHTIE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	232
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	294
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	1.67

CEI CLASSIFICATIONS
 SR. PROJECT ENGINEER
 PROJECT ADMINISTRATOR
 SR. INSPECTOR
 INSPECTOR
 QUALITY CONTROL (QC) MANAGER
 EARTHWORK CONSTRUCTION INSPECTOR LEVEL 1
 EARTHWORK CONSTRUCTION INSPECTOR LEVEL 2
 ASPHALT PAVING TECHNICIAN LEVEL 1
 ASPHALT PAVING TECHNICIAN LEVEL 2

RESOLUTION 2021 - 05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE AWARD OF THE CONTRACT FOR CONSTRUCTION OF THE EAST LAKE VILLAGE STORM WATER IMPROVEMENT PROJECT FINANCED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, ATTACHED HERETO AS EXHIBIT "A", IN THE AMOUNT OF \$554,592.25 TO RIO-BAK CORPORATION; PROVIDING FOR AUTHORITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Pahokee, Florida (the "City") sought to hire a contractor for construction of the East Lake Village Storm Water Improvement Project financed by the Florida Department of Environmental Protection, referred to as FDEP NO. LP50113 (the "Project;") and

WHEREAS, following City of Pahokee Invitation to Bid Number 2021-01, Rio-Bak Corporation was selected by the City's staff as the most responsive and responsible bidder; and,

WHEREAS, the City Commission of the City of Pahokee, Florida (the "City Commission") has determined that approving award of the contract for the Project to Rio-Bak Corporation and authorizing the Mayor to enter into and execute the same is in the best interests of the residents of the City;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, 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. Approval of Contract Award. The City Commission of the City of Pahokee, Florida, hereby approves the award of the Contract for construction of the East Lake Village Storm Water Improvement Project, attached hereto as Exhibit "A", in the contract amount of Five Hundred and Fifty Four Thousand Five Hundred and Ninety Two Dollars and Twenty-Five Cents (\$554,592.25) to Rio-Bak Corporation.

Section 3. Authorization of Mayor and City Manager. The City Commission of the City of Pahokee, Florida, hereby authorizes the Mayor to enter into the contract for construction of the East Lake Village Storm Water Improvement Project, attached

hereto as Exhibit "A" with Rio-Bak Corporation. The City Manager is further 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 & ADOPTED this ___ day of March 2021.

Keith W. Babb, Jr., Mayor

ATTEST:

Nohemi Polanco, Interim City Clerk

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

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

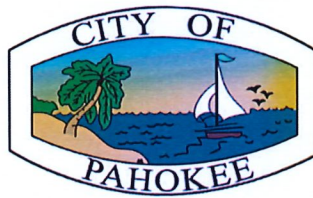
VOTE:

Commissioner Bohlen	_____ (Yes)	_____ (No)
Commissioner Everett	_____ (Yes)	_____ (No)
Commissioner Hill	_____ (Yes)	_____ (No)
Vice-Mayor Murvin	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

Exhibit "A"

Contract for Construction of the East Lake Village Storm Water Improvement Project

(attached)



**CITY OF PAHOKEE
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT LP50113
EAST LAKE VILLAGE STORM WATER IMPROVEMENT PROJECT
RIO-BAK CORPORATION
CONSTRUCTION AGREEMENT**

THIS AGREEMENT is dated and will be effective on the _____ day of _____ in the year 2021, by and between the City of Pahokee, (hereinafter called OWNER) and Rio-Bak Corporation (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

East Lake Village Storm Water Improvement Project

ARTICLE 2 - ENGINEER

The Project has been designed by the Owner's City Engineer, who is hereinafter called ENGINEER and who is to act as OWNER's representative, shall assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1 Work will be substantially completed within **90** days from the date of Notice to Proceed, and shall be finally complete within **100** days from the date of Notice to Proceed.

3.2 LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR and/or CONTRACTOR'S Surety shall pay OWNER Two Hundred Fifty and 00/100 dollars (\$250.00) for each day that expires after the time specified in

paragraph 3.1 for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR and/or CONTRACTOR'S Surety shall pay OWNER Five Hundred and 00/100 (\$500.00) for each day that expires after the time specified in paragraph 3.1 for final completion and readiness for final payment until the Work is completed and ready for final payment.

3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

ARTICLE 4 - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds, as follows:

The amount of Five Hundred Fifty-Four Thousand Five Hundred Ninety-Two Dollars and Twenty-Five Cents (\$554,592.25), which is based on the price(s) in the Schedule of Values (established in Paragraph 2.07 of the General Conditions incorporated by referenced herein).

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions (included in Invitation to Bid 2021-01). Applications for Payment will be processed by ENGINEER as provided in said General Conditions.

5.1. PAYMENTS. OWNER shall make progress payments in accordance with the Contract Unit Prices / Percentage of the Contract Value based on CONTRACTOR'S Applications for Payment as recommended by ENGINEER. Pay applications must be submitted to the ENGINEER from the CONTRACTOR no later than the 10th day of each month during construction as provided below. All payments will be on the basis of the submission of the Completed Pay Applications, Schedule of Submittals, Supporting Documentation to include the FDOT Construction Compliance with Specifications, Certification of Previous Disbursement and Progress of the Work measured by the Schedule of Values (and in the case of Unit Price Work, if any, based on the number of units completed).

5.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions (included in Invitation to Bid 2021-01) and settlement of all claims, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07 of the General Conditions.

ARTICLE 6

(This Article left blank intentionally).

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, which pertain to the subsurface of physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies, if any, which pertain to the physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

7.5 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement.

8.2 Scope of Work – Exhibit “A”

8.3 Notice of Award - Exhibit “B”

8.4 Performance Bond and Payment Bond (plus Power of Attorney Form provided after execution of this Agreement in the form provided in Invitation to Bid 2021-01).

8.5 General Conditions (as included in Invitation to Bid 2021-01).

8.6 Owner and State of Florida Department of Environmental Protection (FDEP) "City of Pahokee Storm Water Improvement Grant Agreement – LP50113" effective October 10, 2017 (not attached hereto).

8.7 City of Pahokee/OWNER Invitation to Bid 2021-01

8.8 CONTRACTOR'S Response to Invitation to Bid 2021-01

8.9 CONTRACTOR'S Bid Bond – Exhibit "C".

8.10 Any other documents required by this Agreement, the Bid Documents or the Contract Documents whether or not the same is attached hereto.

8.11 The following which may be delivered or issued after the Effective Date of the Agreement may not be attached hereto: Notice to Proceed, Warranty of Title form, Final Release of Liens form, all written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 of the General Conditions.

8.12 The documents listed in this Article 8 are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

TARTICLE 9 - MISCELLANEOUS

9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; specifically but not without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained on the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable

provision that comes as close as possible to expressing the intention of the stricken provision. Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.5 The CONTRACTOR agrees to be bound by all the terms and conditions set forth in the Contract Documents. To the extent that a conflict exists between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. To the extent that a conflict exists between the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of the Contract Documents shall prevail in the following order of precedence:

1. Any written Amendments;
2. Technical Specifications, Drawings, and Addenda thereto;
3. Supplemental Conditions (if any);
4. General Conditions;
5. CONTRACTOR's Response to Invitation Bid; and
6. All remaining Contract Documents (which shall have equal value in order of precedence).

9.6 This Agreement shall not become binding and effective until approved by the OWNER's City Commission of the City of Pahokee and executed by its authorized representative.

9.7 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR understands that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County Ordinance 2011-009 and is aware of its rights and/or obligations under such ordinance.

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

9.9 The CONTRACTOR warrants and represents that all of its employees are treated equally during employment and the provision of all of its services is without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

9.10 The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.11 If the CONTRACTOR is determined to be providing services on behalf of the OWNER, the CONTRACTOR shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the OWNER in order to perform the service.

- b) Provide the public with access to public records on the same terms and conditions that the OWNER would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 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.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the OWNER all public records in possession of the CONTRACTOR upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the OWNER in a format that is compatible with the information technology systems of the OWNER.

9.12 Governing Law; Consent to Jurisdiction: The Contract Documents shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions, and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for federal actions, the purposes of any suit, action or other proceeding arising out of, or relating to, the Contract Documents; and, (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever.

9.13 Except where specifically provided for in the Contract Documents, the CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the OWNER for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising out of or related to delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the OWNER. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Times as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided in the Contract Documents.

9.14 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under the Contract Documents shall be considered a "Work for Hire" and the exclusive property of the OWNER. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, the CONTRACTOR and its subcontractors will assign to the OWNER all right, title and interest in and to CONTRACTOR's and/or its subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to OWNER such instruments of transfer and take such other action that OWNER may reasonably request, including, without limitation, executing and filing, at OWNER's expense, copyright applications, assignments and other documents required for the protection of OWNER's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the

date of completion of the project. The OWNER grants to the CONTRACTOR and its subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or its subcontractors in future projects of the CONTRACTOR or its subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or its subcontractor's own risk and without any liability to the OWNER. Any modifications made by the OWNER to any of the CONTRACTOR's or its subcontractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR or its subcontractor(s) will be at the OWNER's sole risk and without liability to the CONTRACTOR or its subcontractor(s).

9.15 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

9.16 To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to the contract documents.

9.17 This contract is funded by the state of Florida Department of Transportation, In the event FDOT's funding of this contract ceases, for any reason, then this contract shall terminate as of the date Contractor is notified funding is no longer available. In case of termination under this paragraph, Contractor shall be paid for all work to the date contractor is notified to stop work.

ARTICLE 10 – INDEMNIFICATION

10.1 This space left blank intentionally.

10.2 CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and all of their respective officers, agents, and employees, from and against all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees, fees and charges of engineers, architects and other professionals, and all court, arbitration or other dispute resolution costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Contract Documents. CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the OWNER when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by OWNER in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the OWNER as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the OWNER to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

ARTICLE 11 – SALES TAX INFORMATION

11.1 The OWNER is exempt from the payment of Florida State Sales and Use Tax.

ARTICLE 12 - PROJECT SIGNAGE AND BARRICADES; MAINTENANCE OF TRAFFIC; PUBLIC SAFETY AND CONVENIENCE

12.1 CONTRACTOR shall provide signs, barricades and flashing lights reasonably necessary for the protection of the work and the safety of the public, as determined and directed by the OWNER, in its sole discretion.

12.2 CONTRACTOR shall, at all times, conduct its work as to insure the least possible obstruction and inconvenience to: normal pedestrian and vehicular traffic; access to all public and private properties during all stages of the Work; and to the general public and the residents in the general vicinity of the Work.

12.3 CONTRACTOR shall be responsible for the proper and efficient maintenance of traffic. No more than one-half (1/2) of the subject road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. No road or street shall be closed to the public, except with the permission of the proper governmental authority. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks, public telephones, drainage ditches and irrigation ditches.

12.4 In performing the requirements of this Article, CONTRACTOR shall adhere to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and Design Standards, latest edition and any applicable ordinances, statutes and regulations.

12.5 If a conflict exists between a City of Pahokee specification and a FDOT, FDEP and SFWMD specifications, the City shall determine, in its sole discretion, which specification applies.

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IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ENGINEER on their behalf.

OWNER: CITY OF PAHOKEE CORPORATION

CONTRACTOR: RIO-BAK

By _____
Keith Babb Jr., Mayor

By _____

Attest: _____
Nohemi Polanco, Acting City Clerk

Attest: _____

(SEAL)

(CORPORATE SEAL)

Address for giving notices
207 Begonia Drive
Pahokee, Florida 33476

Address for giving notices

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY

License _____ No.

Burnadette Norris-Weeks P.A., City Attorney

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION

EXHIBIT “A” SCOPE OF WORK

East Lake Village Storm Water Improvement Project

1.0 PROJECT LOCATION

This Project is located at the City of Pahokee’s East Lake Village Community

2.0 SCOPE OF WORK

A. Scope of Work:

1. The intention of this job is to improve the storm water draining system within the East Lake Village and McClure Village community; (Lat/Long 26.8207; -80.6606).
2. Will consist of upgrading existing pipe sizes, replacing falling corrugated metal pipe, addressing road crossing, alleviating capacity by redirecting flow and removing pipes with negative slopes. Proposed improvements will eliminate flooding for 25-year critical events and reduce 100-year critical event flooding by fifty percent.
3. The Work to be performed by the Contractor includes furnishing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, mobilization, maintenance of traffic and all other services, facilities and other related construction items of every nature whatsoever necessary to modify, construct, complete, deliver and place in operation the subject Work at the site described as “East Lake Village Storm Water Improvement Project” and as shown on the drawing of the proposed cross section and/or as herein described as specified.

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EXHIBIT "B"
LETTER OF BID AWARD ACKNOWLEDGEMENT
(attached)



City of Pahokee

207 Begonia Dr.
Pahokee, FL 33476
Phone: (561) 924-5534
Fax: (561) 924-8140

www.cityofpahokee.com

COMMISSIONERS

Keith W. Babb Jr.
MAYOR

Clara "Tasha" Murvin
VICE MAYOR

Benny L. Everett, III
COMMISSIONER

Fellisia C. Hill
COMMISSIONER

Regina Bohlen
COMMISSIONER

ADMINISTRATION

Chandler Williamson
CITY MANAGER

Vacant
CITY CLERK

**Burnadette
Norris - Weeks**
CITY ATTORNEY

3rd March 2021

Thomas T. King, Jr.
Vice President
Rio-Bak Corporation
12773 West Forest Hill Blvd.
Ste. 210
West Palm Beach, Florida 33414

Re: ITB #2021-01 "East Lake Village StormWater Improvement Project"

Dear Rio-Bak Corporation:

Congratulations – The City of Pahokee is pleased to announce Rio-Bak Corporation has been identified as the lowest most responsive bidder for ITB #2021-01 East Lake Village Storm Water Improvement Project. Rio-Bak's bid was evaluated & scored by the City of Pahokee's Bid Review Committee as stated in the ITB 2021-01 bid documents.

This letter serves as acknowledgement of your bid, as subject to the City of Pahokee's City Commission approval and the successful negotiation of a mutually acceptable contract terms. Any person aggrieved by the award decision may appeal the decision to the City of Pahokee City Clerk Office, located at 207 Begonia Drive, Pahokee, Florida 33476, within 15 calendar days of receipt of the notification of the contract award.

We will be contacting you soon to follow-up on the above referenced ITB #2021-01. Thank you again for submitting your sealed bid. We look forward to working with Rio-Bak Corporation. If you have any questions or concerns, please do not hesitate to contact us at 561.924.5534 ext. 2005 or ext. 2013.

Respectfully,


Jongelene Adams
Community & Economic Development

cc: Chandler F. Williamson,
City Manager

Sophia Nelson,
Community & Economic Development

The Grassy Waters Gateway to Lake Okeechobee

EXHIBIT "C"

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Rlo-Bak Corporation
12773 Forest Hill Blvd., Suite 210, Wellington, FL 33414. As Principal, hereinafter called the
Principal, and North American Specialty Insurance Company, 1200 Main Street, Suite 800,
Kansas City, MO 64105 a corporation duly organized under the laws of the
State of New Hampshire, as Surety, are held and firmly bound unto the City of Pahokee, as
Obligee, hereinafter called the Obligee, in the sum of Ten Percent of the Amount of the Bid
(10% of the bid amount) for the payment of
which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally; firmly by these
presents.

WHEREAS, the Principal has submitted a bid for the drainage construction of the East Lake
Storm Water Improvement Project

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall
enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such
bond or bonds as may be specified in the bidding or contract documents with good and sufficient
surety for the faithful performance of such contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to
enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the
difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the
work covered by said bond, then this obligation shall be null and void, otherwise to remain in
full force and effect.

Signed and sealed this 2nd day of March, 20 21

[Signature]
(Witness)

Rlo-Bak Corporation
(Principal)

(SEAL)

BY: Staci GoRins, Corp Sec.
(Title)

[Signature]
(Witness) Laura Krajozowski

North American Specialty Insurance Company
(Surety)

(SEAL)

BY: Brett A. Ragland
(Attorney in Fact) and Florida Licensed Resident Agent
Brett A. Ragland