

***The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow
Together***

**CITY OF SOUTH BAY
CITY COMMISSION SPECIAL MEETING AGENDA
COMMISSION CHAMBER
335 SW 2ND AVENUE, SOUTH BAY FL 33493**

**MONDAY, MARCH 04, 2019
6:00 P.M.**

www.southbaycity.com

Phone: 561-996-6751 Fax: 561-996-7950

Mayor:	Joe Kyles Sr.
Vice Mayor:	John Wilson
Commissioner:	Esther Berry
Commissioner:	Taranza McKelvin
Commissioner:	Betty Barnard
City Manager:	Leondrae D. Camel
City Attorney:	Burnadette Norris-Weeks
Interim City Clerk:	Vicky DelBosquez

RULES OF PROCEDURE

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not; however, public forums. Any resident who wishes to address the commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON AGENDA ITEM

- **Consent Agenda Item** – These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- **Regular Agenda Items** – These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- **Public Hearing Items** – This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity For The Public To Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

ADDRESSING THE COMMISSION, MANNER AND TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and that, for such purpose, 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.

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting. Please silence all cell phones and pagers.

CONTACT INFORMATION

If anyone has questions or comments about anything on the meeting agenda, please contact the City Manager at 561-996-6751.

AMERICANS WITH DISABILITY ACT

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at 561-996-6751 for assistance.

***South Bay, the Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together***

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.

- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND ZAHLENE ENTERPRISES, INC. REGARDING THE RECONSTRUCTION CITY OF SOUTH BAY ROADWAYS PROJECT; PROVIDING FOR AN EFFECTIVE DATE.**

- 7. ORDINANCE**
- 8. ROSENWALD ELEMENTARY SCHOOL**
- 9. FINANCE REPORT**
- 10. CITY CLERK REPORT**
- 11. CITY MANAGER REPORT**
- 12. CITY ATTORNEY REPORT**
- 13. FUTURE AGENDA ITEMS**
- 14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER**
- 15. ADJOURNMENT**

RESOLUTION NO. 05-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED LOBBYING SERVICES AGREEMENT BETWEEN MEJ CONSULTING, LLC AND THE CITY OF SOUTH BAY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") recognizes the importance of monitoring and participating in the state and federal legislative process in order to protect the interests of the City and its residents; and

WHEREAS, MEJ Consulting, LLC is knowledgeable of the City of South Bay and many of its operations; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") is desirous of entering into a one (1) agreement with MEJ Consulting, LLC to provide lobbying services for an amount not to exceed Twenty Thousand Dollars (\$20,000.00); and

WHEREAS, the City Commission ("City Commission") deems this service as vitally important to the residents of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, 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 Mayor and City Manager.** The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Lobbyist Services Agreement between MEJ Consulting, LLC and the City of South Bay, attached hereto as Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

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

PASSED and ADOPTED this 4th day of March 2019.

Joe Kyles, Mayor

Attested

By: _____
Vicky Del Bosquez, Interim City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

CITY OF SOUTH BAY

LOBBYIST SERVICES

THIS AGREEMENT, made as of the ____ day of _____, 2019, by and between the CITY OF SOUTH BAY, Broward County, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"), and MEJ CONSULTING, LLC ("CONSULTANT").

WITNESSETH:

WHEREAS, CONSULTANT is knowledgeable of the City of South Bay and many of its operations and future plans; and

WHEREAS, the City Commission has determined that it is desirous of entering into a one (1) year agreement with CONSULTANT to provide lobbying services for an amount not to exceed Twenty Thousand Dollars (\$20,000.00); and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE OF SERVICES:**

CONSULTANT's services during the term of this Agreement shall include but not be limited to:

STATE GOVERNMENT

- A. Work with the City Commission and City Manager in developing special or general legislation as directed by the Commission.

- B. Attend the State legislative Session on behalf of the City.
- C. Testify and Lobby on behalf of the City, to the Governor and Cabinet, and all state agencies, on behalf of the CITY.
- D. Appear and testify at State agency hearings, rulemaking proceeding and other administrative and legislative meetings, in order to promote and seek passage of legislation affecting the CITY as directed by the City Commission.
- E. Coordinate appointments/meetings between the Mayor, City Commission, and other City staff, upon request, with appropriate State officials /Legislators.
- F. Report regularly to the City Commission, City Manager, and other applicable staff as designated by the CITY, through correspondence, informational bulletins, and personal briefings concerning legislation, rules, policy and program directions. This will include, but not be limited to, forwarding copies of appropriate bills to CITY; informing CITY of various meetings/hearings attended on CITY's behalf; providing CITY with any applicable interim studies prepared by the House or Senate, clippings information from the Florida Administrative Weekly which may be pertinent to the CITY; and individually meeting with or contacting the Mayor and City Commission on issues, as required by the City.
- G. The CONSULTANT shall provide the City Commission and the City Manager's Office with periodic reports during the time that the Florida Legislature has been called into regular and special session. Additionally, the CONSULTANT shall be required to send immediate alerts to the City Manager and Mayor when an immediate action may be required to be taken by the CITY or any action is being contemplated by the Florida Legislature, which will directly impact the CITY. Furthermore, the CONSULTANT shall assist in arranging trips to Tallahassee for

staff or elected officials when required to address specific issues affecting the CITY. Additionally, the CONSULTANT shall enhance the legislative program process by initiating discussions, conferences and meetings with the CITY, by and through its elected representatives and City Manager within forty-eight (48) hours of complete contract execution. A report summarizing the status of the CITY's legislative priorities shall be provided within one week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the CITY shall be provided within a reasonable time period, not to exceed thirty days (30) from the close of session.

- H. CONSULTANT shall prepare and submit periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the CITY. Such information may include, but not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.
- I. CONSULTANT shall upon request by the CITY, assist the CITY in coordinating applications and obtaining State grants. The CONSULTANT is not expected to prepare grant applications.

FEDERAL GOVERNMENT

CITY intends to engage CONSULTANT on a temporary basis to provide legislative consulting services relating to federal matters before the U.S. Congress, federal administrative agencies and the Executive branch. It is expressly understood between the parties that the City intends to issue an RFP and/or otherwise retain a separate Lobbying Firm for federal lobbying purposes. If the City engages a separate federal lobbyist, the parties agree to reevaluate the terms of this Agreement.

CONSULTANT shall provide the federal lobbying services as set forth below:

- J. CONSULTANT is expected to attend all scheduled, extended, or special legislative sessions and meetings; federal administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services.
- K. CONSULTANT shall review on a continuing basis all existing and proposed Federal policies, programs and legislation; identify those issues that may affect the CITY or its citizens, and regularly inform the CITY as to these matters, both written and orally; and to provide legal and legislative expertise and consulting services.
- L. CONSULTANT shall assist the City Commission and staff in the coordination and development of the CITY's federal legislative program. These issues may include: public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, environmental, affordable housing, economic development, revenue enhancement, mandates and other issues as directed by the Commission.
- M. CONSULTANT shall monitor federal legislative committee meetings, agencies hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the CITY's adopted legislative program are considered, as well as others that may arise that affect the CITY.
- N. CONSULTANT shall work with the City Commission and staff to develop special or general federal legislation in keeping with, or that are supportive of, the CITY's adopted legislative program.

- O. CONSULTANT shall develop strategies to obtain and maximize funding for all areas of City services including but not limited to public works, law enforcement, transportation infrastructure, water resources, housing, appropriations and grant programs administered by the Federal government;
- P. CONSULTANT shall coordinate funding, legislation and policy related activities with the United States Congress and Federal agencies; Securing appropriate authorizations and funding from the United States Congress and Federal agencies to implement the CITY'S projects;
- Q. CONSULTANT shall maintain direct and frequent contact with key United States Senators and Representatives, and advocate for the CITY'S interests during the United States legislative and regulatory process;
- R. CONSULTANT shall, upon request, coordinate appointments/meetings between the City Commission or other CITY staff, and appropriate federal officials and legislators.

GENERAL

- S. CONSULTANT shall prepare and submit reports that may include but not limited to: personal briefings and information bulletins pertinent to any legislation, rules or regulations, and other federal policies or programs that affect the CITY and its citizens either directly or indirectly. A report summarizing the status of the CITY's legislative priorities shall be provided within one week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the CITY shall be provided within a reasonable time period, not to exceed thirty days from the close of session.

T. CONSULTANT shall prepare and submit periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the CITY. Such information may include, but not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.

U. CONSULTANT shall upon request by the CITY, assist the CITY in coordinating applications and obtaining Federal grants. The CONSULTANT is not expected to prepare grant applications.

2. **RESPONSIBILITIES OF THE CITY:**

a. CITY shall designate the City Manager as the lead staff person to coordinate with CONSULTANT; however, other individuals may be designated by City Manager.

b. CITY shall have appropriate staff available as required to discuss issues with CONSULTANT. CITY acknowledges that especially during the legislative session, it is important to have the appropriate staff available.

c. CITY shall use its best efforts in cooperating with CONSULTANT in providing the information and documentation necessary to CONSULTANT in the performance of the lobbying services under this agreement.

3. **CONSULTANT RESPONSIBILITIES:**

CONSULTANT shall perform the scope of services, as set out in Section 1 and throughout this Agreement. This list shall not be deemed all-inclusive and may be changed from time to time as authorized by the City Commission. Consultant shall maintain all licenses, certifications and other requirements to be recognized as a lobbyist by all necessary federal and state entities.

4. **RETAINER**

a. The CITY hereby retains the CONSULTANT, and the CONSULTANT hereby accepts a retainer from the CITY in the amount not to exceed Twenty Thousand (\$20,000) Dollars annually ("RETAINER") to perform the services as set forth in the Scope of Services.

b. The retainer shall be paid in installments of \$100 per hour upon presentation of an invoice outlining services rendered during the preceding month, payable in arrears.

c. The retainer shall cover all out-of-pocket expenses incurred by CONSULTANT.

5. **TERM**: The CONSULTANT is retained for a one (1) year term.

6. **EARLY TERMINATION**: The CITY reserves the right to terminate this Lobbyist undertaking at the CITY's convenience.

7. **OFFICE SPACE**: CONSULTANT agrees to make office space available, to the CITY in Tallahassee during the course of this Agreement, which will be accessible to the CITY and its staff while in Tallahassee, if needed. CONSULTANT shall also provide any staff necessary to assist the CITY and its staff while in the Tallahassee and while the Washington, D.C. area.

8. **COMPLIANCE WITH RULES AND REGULATIONS**: CONSULTANT agrees to abide by any and all CITY ordinances and resolutions that relate to the services provided pursuant to this Agreement.

9. **CONFLICT OF INTEREST**: CONSULTANT agrees that it shall not represent any entity in any form or support a position in opposition to a position of the

CITY, unless the City Commission grants a specific waiver for a specific lobbying activity. The failure to comply with this provision shall result in either or both of the following:

- (i) This Agreement shall be voidable by the CITY or
- (ii) CONSULTANT shall be prohibited for a period of up to ten (10) years as determined by the City Commission in its sole discretion from entering into a lobbying contract with the CITY.

10. **NOTIFICATION:**

a. CONSULTANT shall have the obligation to declare in writing the existence of a conflict and request a waiver, if applicable, within five (5) business days of the discovery of a conflict and after execution of this contract. Consultant shall not lobby the City, its officials or City Manager on any matter during the term of this Agreement.

b. Separate and independent from the above-referenced obligation, CONSULTANT must advise the City Manager, in writing, of any position in opposition that of the CITY, taken by the selected CONSULTANT and at the CITY's discretion, this may require that a request of waiver of such conflict be taken before the City Commission. A position in opposition to a position of the CITY may take the form of an adverse policy position or something having adverse fiscal impact on the CITY, either directly or indirectly. A position in opposition to a position of the CITY is not limited to a position that conflicts with an expressed provision of the legislative package adopted by the City Commission. It may also arise in other areas. Not every CITY interest can be anticipated or enumerated in the CITY's legislative package, and issues arise and change over the course of the legislative process. It is incumbent upon the CONSULTANT to remain mindful of the CITY's policy and fiscal interests and positions. If an actual or perceived conflict arises, CONSULTANT shall advise the City Manager in writing within five business days, and seek a waiver of the conflict before the City Commission, as necessary.

c. Once a conflict waiver has been received by the CITY, the City Manager, in

consultation with the City Attorney, reserves the right to determine whether CONSULTANT may continue representing the CITY and the other party's interest until the City Commission can consider the conflict issue. The City Commission may take, in its sole discretion, any action regarding a waiver request, including but not limited to the following:

- (i) Grant a waiver and allow the CONSULTANT to continue to represent the both the CITY and the other party;
- (ii) Refuse to grant a waiver and require the CONSULTANT to choose between representing the CITY or the other party, or to discontinue representing the other party;
- (iii) Refuse to grant a waiver and void this Agreement;
- (iv) Grant a limited waiver and allow the CONSULTANT to continue to represent both the CITY and the other party under whatever limitations or restrictions the CITY, in its sole discretion, determines to be proposed appropriate.

11. **AUDIT:** CONSULTANT shall maintain all records produced as a result of this Agreement for at least three (3) years from the date of final payment. The CITY shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours at a place convenient and agreeable to the CONSULTANT and the CITY.

12. **KEY PERSONNEL:** CONSULTANT agrees that the key personnel who will be providing services to the CITY is Michael E. Jackson.

13. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees, representatives and agents, from any and all liability arising out of claims and litigation related to the services to be provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any errors or omissions related to the service provided.

14. **INSURANCE:** CONSULTANT shall maintain during the term hereof,

comprehensive automobile liability insurance in the minimum amount of Five Hundred Thousand (\$500,000.00) dollars, combined single-limit for bodily injury and property damage liability to protect CONSULTANT and CITY from claims of damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. As well, CONSULTANT shall maintain, during the term hereof, comprehensive general liability insurance in the amount of Five Hundred Thousand (\$500,000.00) dollars per occurrence, to protect CONSULTANT and CITY from claims for damages for bodily and personal injury including wrongful death, as well as from claims of property damages which may arise from any operations in connection herewith, whether such operations be by CONSULTANT or by anyone directly employed by or contracting with CONSULTANT. All insurance required hereunder be maintained by CONSULTANT shall be subject to the CITY's reasonable approval as to ratings of the insurer, and such policies, as evidenced by a certificate thereof, shall specifically include CITY an additional insured and provide thirty (30) days written notice to CITY prior to any adverse changes, cancellation or non-renewal coverage thereunder.

15. **BAR ON CONTINGENCY FEES:** No remuneration or reimbursement described herein shall be based upon a "contingency factor" connected with the success or failure of the CONSULTANT's efforts.

16. **ATTORNEY'S FEES:** Should any dispute arise hereunder, CITY shall be entitled to recover against CONSULTANT all costs, expenses and attorney's fees incurred by CITY in such dispute, whether or not suit is brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

17. **WAIVER:** No waiver by CITY of any provision of this Agreement shall be

deemed to be a waiver of any other provisions hereof or of any subsequent breach by CONSULTANT of the same, or any other provision or the enforcement thereof. CITY's consent to or approval of any act by CONSULTANT requiring CITY's consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent consent or approval of CONSULTANT, whether or not similar to the act so consented to or approved.

18. **NON-ASSIGNABILITY:** This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.

19. **NOTICE:** The delivery of any items and the giving of notice in compliance with the terms of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof to the party intended to receive it or by mailing the same to the address of such party as hereinafter set forth. In the event such notice is made by mail, the same shall be given via U.S. mail, Return Receipt Requested and, unless otherwise provided herein, notice or delivery by mail shall be effective when mailed to:

As to CITY: Leondrae Camel, City Manager
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493
Telephone: (561) 996-6751
Facsimile: (561) 996-7950

Copy to: Burnadette Norris-Weeks, City Attorney
401 North Avenue of the Arts
Ft. Lauderdale, Florida 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

CONTRACTOR: MEJ CONSULTING, LLC
430 SE 2nd Avenue

South Bay, Florida 33493
(561) 723-5652
Attention: Michael E. Jackson

20. **PUBLIC RECORDS:** To the extent required by law, Consultant shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, Consultant agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection.

21. **BINDING EFFECT:** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

22. **CONSTRUCTION:** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Broward County, Florida.

23. **SEVERABILITY:** Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

24. **ENTIRE AGREEMENT; MODIFICATION:** No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any

of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

25. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

26. **JOINT PREPARATION:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

27. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

28. **EXHIBITS ARE INCLUSIONARY:** All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF SOUTH BAY

ATTEST:

Vicky Del Bosquez, Interim City Clerk

BY: _____
Joe Kyles, Mayor

APPROVED AS TO FORM

Burnadette Norris-Weeks, City Attorney

Leondrae Camel, City Manager

CONTRACTOR
MEJ CONSULTING, LLC

WITNESSES:

By: _____
MICHAEL E. JACKSON

Date: _____

ATTEST:

SECRETARY

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

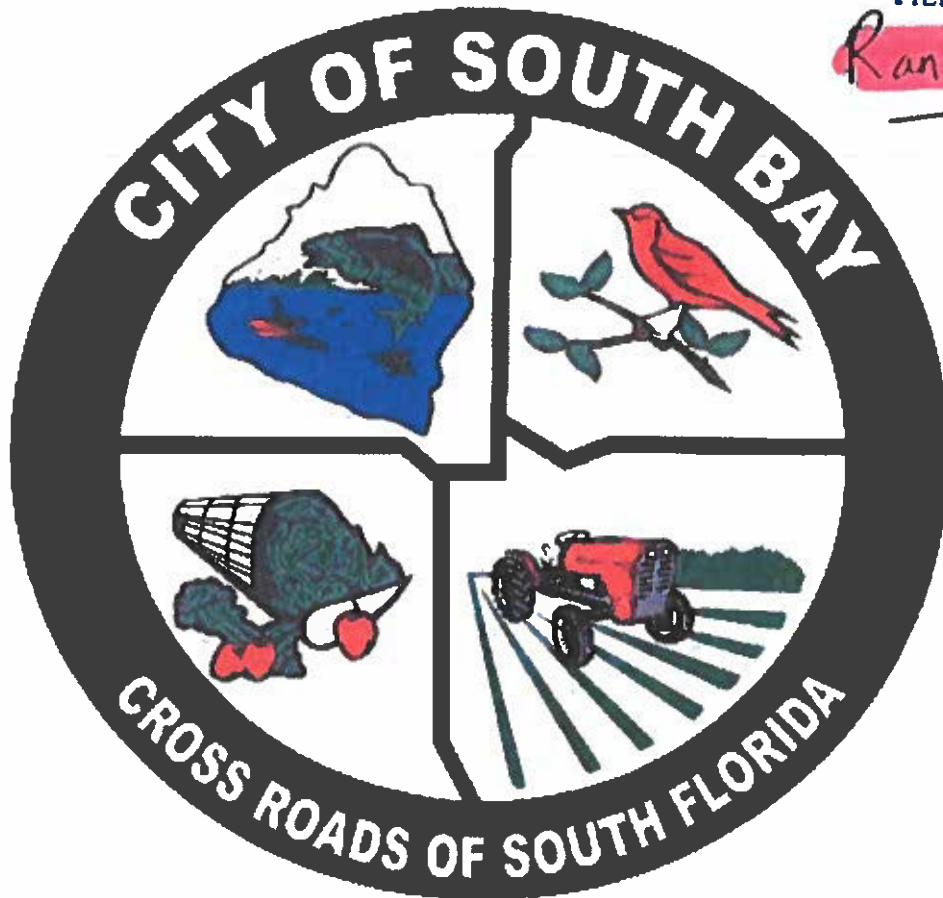
SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at _____ in the State and County aforesaid on this __ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires:



FILE COPY
Ranking Packet

RFQ NO: 2019-01
REQUEST FOR QUALIFICATIONS
LOBBYIST CONSULTANT SERVICES

CITY OF SOUTH BAY
335 SW 2ND AVENUE,
SOUTH BAY, FLORIDA 33493

**City of South Bay
Legal Notice**

NOTICE IS HEREBY GIVEN that City of South Bay, Florida (City) is accepting sealed proposals for:

**INDIVIDUALS OR FIRMS FOR LOBBYIST SERVICES
Requests for Proposals (RFQ) No. 2019-01**

Complete RFQ details and Information may be found on the City website under the Bids/RFP tab at www.southbaycity.com or by e- mailing sbcityclerk@southbaycity.com

In order to be considered for an award of contract Proposers shall submit **five (5) completed sealed proposals**, clearly marked "Lobbyist Consultant Services" forwarded or delivered to the City Clerk's Office, City of South Bay, 335 SW 2nd Avenue no later than 11:00 a.m. on Friday, January 18, 2019.

Response Format

One (1) original and four (4) copies of the complete Proposal must be submitted to:

Jessica Figueroa
City Clerk
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

- **RFQ NO.: 2019-01- LOBBYIST CONSULTANT SERVICES**
- **Name of Proposer; and**
- **RFQ Opening Date**

Responses received after that date and time will not be accepted and shall be returned unopened.

Proposals received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive.

RFP's will be opened and read aloud in the City of South Bay City Commission Chamber at 11:00 a.m. on Friday, January 18, 2019. An Evaluation Committee will meet in the City of South Bay Commission Chamber at 2:00 p.m. on Friday, January 18, 2019. It is anticipated that a recommendation will be made at a City Commission meeting during the month of February 2019.

The City reserves the right to reject any and all submittals.

Jessica Figueroa
City Clerk
City of South Bay, Florida
Published on: January 4, 2019, Palm Beach Post

**Request for Qualifications
Lobbyist Services for the
City of South Bay**

General Information

City of South Bay (the "City") is seeking qualifications from interested individuals/firms to provide lobbyist services for matters brought before the City of South Bay, City Commission and the various City Departments working under the City Manager. Such services shall include but not limited to attending City of South Bay, City Commission Meetings/Hearings, meetings between The City Manager and Administrative Personnel, as well as meetings with individual City Commissioners.

Background/Purpose and City Agenda Priorities

The City has acknowledged the benefit a consultant/lobbyist would bring to the City given its needed initiatives. First and foremost, the City of South Bay desires to identify funding opportunities for drainage deficiencies on Lakeshore Drive. Our initiatives are varied and require a firm or individual lobbyist who can effectively identify key funding sources for a myriad of initiatives ranging from infrastructure, drainage, and economic development, restoration of open space, bike and walking trails. The City of South Bay is seeking a lobbying firm or individual consultant/lobbyist with a proven track record for successfully accessing legislative influence that will result in favorable decisions on the City's list of agenda priorities at the Local, State and Federal levels. Currently the City is engaged in developing a Master Infrastructure Plan for which funding will need to be secured. The City will look to market the municipality to Investors/Developers along the US Highway 27 Corridor and economic development recognition and support at all levels will be important. The City desires to attract millennial to live, work and recreate in the City and desires to create a destination for all those seeking mixed-use environments as their home. The municipality has almost 30 percent of its population living at or below the poverty rate, making the refurbishment of the existing housing stock increasingly important and the need for funding to support such initiatives a priority. The consultant/lobbyist shall work closely with the City Grants Writer who will prepare and submit the proposals, grant applications and other documentation needed to secure funding based on the agenda priorities listed above.

Scope of Services

The individual lobbyist or firm must exercise their best efforts with respect to providing lawful lobbying services which the City requires to advance the above agenda priorities. The individual lobbyist or firm shall seek to identify and secure favorable consideration of the City's priorities on the City's behalf. Such individual lobbyist or lobbying firm will be responsible for making recommendations to City Commission Members and Administrative Staff regarding strategies for effectively lobbying State

and Federal officials and for making appearances before the State, Federal and Local decision making boards to further the City's agenda priorities. In addition the individual lobbyist or firm shall also work with the City Manager to schedule and meet with applicable State, County and Federal personnel to further the City's agenda priorities. The individual lobbyist or firm shall provide the City Commission with written reports as requested in a presentation format detailing activities and services being provided on behalf of and for the benefit of the City and their outcomes.

Required Elements of RFQ and Submittal Requirements

A signed original and five (5) copies of the proposal must be submitted in a sealed envelope no later than 11:00 a.m. on Friday, January 18, 2019 to the City Clerk's office, City of South Bay, 335 SW 2nd Avenue, South Bay, Florida 33493. Proposals received after the date and time indicated shall not be accepted and shall be returned unopened to the Offeror.

RFQ submittals shall contain the following information:

- 1) A letter of transmittal signed by the individual authorized to bind the Offeror.
- 2) A table of contents listing the material by section and page number.
- 3) A list of current South Florida clients/references for which similar projects were completed by the Offeror.
- 4) General information about the Offeror (i.e., company background, location of offices, years in business, organizational chart, etc.),
- 5) Statement of qualifications and experience of professionals to be utilized on this project by the Offeror
- 6) Provide proof of insurance including general liability, professional liability, automobile insurance as well as worker's compensation coverage for employees
- 7) Sworn Statement on Public Entity Crimes.

It shall be the Offeror's sole responsibility to thoroughly comply with the RFQ specifications as set forth herein. Failure of the Offeror to thoroughly examine this document shall in no way relieve any Offeror of obligations as set forth in this RFQ. Failure by the Offeror to meet any of the submission requirements shall result in the rejection of its proposal.

It shall be the Offeror's sole responsibility to ensure that its proposal reaches the specified place for submittal of such proposals, as outlined above.

The City shall bear no responsibility for any failure of the U.S. Postal service, other Courier Service or City employee to successfully deliver a proposal to the designated delivery location. The City may in its sole discretion reject any and all proposals and/or re-advertise for such proposals using the same or different specifications and terms and conditions.

Warranties -The Offeror, in the submission of its proposal in response to this RFQ, warrants to the City that it shall comply with all applicable Federal, State and local laws, regulations and orders in providing the services under the proposed documents.

EXHIBIT A

In the event that the successful Offeror does not execute a contract within a time frame acceptable to the City, the City may give notice of intent to negotiate with the next most qualified Offeror or to solicit new proposals and may proceed to act accordingly.

Qualifications

Proposing firms responding to the RFQ shall demonstrate their ability to secure funding by providing evidence of experience and expertise specific to the project. Municipal, County and State examples are highly desirable.

The City reserves the right to conduct an independent investigation of the Proposer's firm by contacting listed references, independent parties or accessing public information.

INSURANCE REQUIREMENTS

Offeror must maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

1). Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.

2). Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

3). Business auto liability of \$1,000,000.00 per occurrence or combined single limit for bodily injury and property damage liability. This insurance shall be an "any-auto" policy including hired and non-owned auto liability coverage. The City shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the City shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the bid documents demonstrating the required coverages shall be submitted with the offeror's bid documents. There shall be a 30 day notification to the City in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the City's verification and approval as part of the City's evaluation of the bid or proposal. The City may require the contractor to provide a complete certified copy of the insurance policy(ies). If the contractor

includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the City with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the City, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

Comparative Evaluation Criteria

Criteria:

1. Offeror's experience and years of experience (30%)
2. Similar consultant services experience/examples (30%)
3. Quality and Applicability of references (20%)
4. South Florida Clients (Palm Beach County) (20%)

Comparative Evaluation Criteria

1. Offeror's experience and years of experience (30%)
2. Similar consultant services experience/examples (30%)
3. Quality and Applicability of references (20%)
4. South Florida Clients (Palm Beach County) (20%)

Name of Firm or Individual: _____

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

Michael E. Jackson
P.O. Box 941
430 SE 2nd Avenue
South Bay, FL 33493
MEJConsult@gmail.com
561.723.5652

January 17, 2019

Jessica Figueroa
City Clerk
City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493

RE: Letter of Transmittal - RFQ NO.: 2019-01-LOBBYIST CONSULTANT SERVICES
MICHAEL E JACKSON
JANUARY 18, 2019

Dear Ms. Figueroa:

I am pleased to transmit the enclosed Request for Qualifications (RFQ), (one original and four copies) to the City of South Bay. This RFQ is for Lobbyist Consultant Services.

I am very excited about the possibility of working with the city's staff and elected officials as a lobbyist/consultant as I firmly believe that I embody the skill sets and experience to successfully satisfy the Scope of Services identified within the construct of this RFQ. It would also be personal and professional privileges to offer my services as I am a life-long resident and former South Bay City Commissioner and City Manager.

If I can provide you any additional information or can answer any question(s) that you may have, please let me know. My contact information is referenced above.

Regards,



Michael E. Jackson
Consultant – Independent Contractor

Enclosure: Request for Qualification Responses – Lobbyist Consultant Services

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List of Current and Relevant Clients

**Palm Beach County School District
Division of Charter Schools
Covenant Arts Academy
Advisor/Founding Partner 2017 – Present**

Duties & Responsibilities: Served as the co-applicant/advisor of a state of Florida newly approved Charter School. Covenant Arts Academy was recently approved by the Palm Beach County School District as a fully recognized charter. The application was in excess of 100 pages and measured the team's abilities to successfully present and convince Palm Beach County School District's Charter School division staff and ultimately 7-member School Board.

My current and immediate duties are fully aligned with the locating of an appropriate physical site for the school within the Glades region, marketing, recruiting, hiring of an administrative staff, teachers, and enrolling students and the overall partnering with the Glades communities/businesses to become active participants in the opening of the K-8 Charter School with a TBD date of either August 2019 or 2020. I am presently in negotiations for the initial 5-year contract with the PBC School District, which includes a multimillion dollar budget. I will remain active as the grant writer for the school in order to adequately fund all interest and activities associated with Covenant Arts Academy.

Reference:

**Jim Pegg
Director
3300 Forest Hill Boulevard
West Palm Beach, FL 33406
561.434.8779**

**Florida Crystals Corporation
Community Liaison and Outreach
2016– Present**

Duties & Responsibilities: Serve as a Consultant/Liaison for the company as the coordinator, facilitator and representative of Florida Crystals in relative meetings/workshops with elected/appointed and senior level staffs and departments of the Cities of South Bay, Pahokee, Belle Glade, Palm Beach County and appropriate regulatory agencies by attending and/or presenting during weekly/bi-weekly/monthly meetings. Additional duties include the development of strategic partnerships with community based and non-profit organizations, local chambers, economic development/workforce entities and educational institutions. I also encourage and promote Economic and Community Development initiatives (using Glades Regional Master and other regional Plans as a guide).

Reference:

**Caroline Villanueva
South Florida External Affairs Manager
1 North Clematis Street – Suite 200
West Palm Beach, FL 33401
561.366.5125**

**Merrick Damon Real Estate
Director of Business Development
2016 – Present**

Duties & Responsibilities: As the director of Business Development my primary duties are aligned with building the business portfolio under the MD Real Estate families of companies' brand to include MD Affiliate Real Estate Offices throughout the states of Florida and Georgia, the MD Real Estate School, the MD Foundation and the MD Fund. As a member of the Leadership Team, I help determine the direction of the family of companies organizational, administrative and fiscal structures.

Reference:

Merrick Williams
Owner/Broker
2435 N. Dixie Highway
Wilton Manors, FL 33305
1.800.516.7550

**Street Beat, Inc.
Executive Director
2013 – Present**

Duties & Responsibilities: Serve as Chief Executive Officer for local non-profit agency. Street Beat, Inc. (SBI) launch its inaugural programs in 1996 and continues to serve the Glades region youth and families. SBI's Mission is to Train youth to become self-reliant, by focusing on personal development through discipline and the Arts. The average annual budget is approximately \$300,000 with a bulk of the funding coming from local, state and federal grants and foundations. The Executive Director is responsible for budget development, grant writing and all fiscal matters. The organization is governed by a 7-member governing board.

Reference:

Kenneth K. Jackson
Founder/President
205 SE 3rd Avenue
South Bay, FL 33493
561.662.3119

Previous Strategic and Relevant Professional Experiences

**Palm Beach County Board of County Commissioners
Tri-City Liaison**

Duties & Responsibilities – See accompanied Resume

Reference:

Jess Santamaria – former County Commissioner, District 6
561.512.4196
jessrsantamaria@gmail.com

South Florida Water Management District

Director – Broward County

Duties & Responsibilities – See accompanied Resume

Reference:

**Pamela Brooks-Thomas – former Governing Board Member, Broward County
954-240-0978**

City of South Bay

City Commission & City Manager

Duties & Responsibilities – See accompanied Resume

Reference:

**Clarence E. Anthony – former Mayor City of South Bay – Past President and Executive Director, National
League of Cities
561.310.8877**

Michael E. Jackson
Company / Business General Information Profile

Company Background

Mr. Jackson begin his business/company experiences with L & MJ Consulting in 2005 through 2012 after successful stints as an elected official (City Commissioner) in his hometown of South Bay from 1992 – 1996 and later as its City Manager from 1996 – 2002. He also successfully served as the Service Center Director of Broward County with the South Florida Water Management District, a 16 county state (of Florida) agency, from 2002 – 2005.

After taking a personal leave of absence from work due to multiple consecutive deaths in his immediate family, Mr. Jackson re-entered the workforce as an Independent Contractor from 2013 where he currently serves in this capacity in his current roles as Executive Director for Street Beat, Inc., Community Liaison and Outreach Specialist with Florida Crystals Corporation, Director of Business Development for MerrickDamon Real Estate Companies and Advisor and Founding Partner of Covenant Arts Academy Charter School.

Mr. Jackson range of employment experiences well suits him to fully understand and appreciate the city's desires in satisfying its Agenda Priorities via the parameters defined in RFQ No. 2019-01's Scope of Service. He has a proven track record in successfully accessing legislative influence throughout his professional experiences and most assuredly as a City Commissioner, City Manager and state agency Director with the SFWMD.

MICHAEL JACKSON 430 SE 2ND AVENUE SOUTH BAY, FL 33493 561.723.5652

January 17, 2019

Jessica Figueroa
City Clerk
City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493

Re: RFQ NO.: 2019-01 – Lobbyist Consultant Services

Dear Mrs. Figueroa:

I understand that the city of South Bay is currently seeking a lobbyist with a proven track record for successfully accessing legislative influence that will result in favorable decisions regarding the city's legislative priorities at the local, state and federal levels. Therefore, it is with great interest that I submit my statement of qualifications for your team's consideration.

In reviewing my professional history, you will find that I have appeared before various local, state and federal decision makers with request of gaining financial and positional favor from the same with noticeable success, namely as an elected and appointed official. Many of my previous accomplishments directly correlate to the city's agenda priorities and clearly defined Scope of Services. I am highly educated and trained in the following areas:

***Grant Writer *Fiscal Administrative Strategist *Budget Manager *Legislative Liaison *Municipal Finance Specialist *Municipal Lobbyist *Project Manager**

The opportunity to assist the city and implement the asks of this RFQ and the welcomed challenges associated with the same, compelled me to pursue this opportunity. I am confident that I can effectively lead and direct the success of the city's desired goals.

I look forward to your consideration and an opportunity to speak further to you and your team regarding my professional assets and experiences. Thank you in advance for taking the time to review my credentials.

Sincerely,



Michael E. Jackson

Enclosure: Resume

MICHAEL E. JACKSON

430 SE 2ND Avenue * South Bay, FL 33493 * (561) 723.5652 * Mejconsult@gmail.com

PROFILE

Talented, accomplished and experienced Senior Administrator/Executive, with a broad background in directing municipal, governmental and non-profit entities. Exhibit excellent communication, organizational, computer/technical and inter-personal skills with the ability to relate to people of various ethnic, socio-economic, and cultural experiences; Strategic thinker, able to create, develop and communicate vision, using collaborative and team building processes; Ability to see the big picture and determine the necessary steps to achieve it; Effective and efficient at recognizing the strengths and abilities of individuals/teams and motivating them to establish vision and accomplish mission through goal setting; Intelligent, dedicated, highly energetic individual with strong work ethic and moral principles; and Exceptional presentation, leadership and communication skills.

PROFESSIONAL BACKGROUND

Covenant Arts Charter School *TBD 2017 – Present*
Advisor/Founding Partner

- * Secure and Negotiate Site Location
- * Marketing, Planning and Recruitment Manager
- * Grant Administrator/Writer
- * Community Outreach Specialist

Florida Crystals Corporation *Glades Region 2016 – Present*
Community Liaison/Outreach Specialist

- * Facilitate, Coordinate and Present in Community Meetings/Workshops
- * Serve as Municipal Liaison with Tri-Cities (Belle Glade, South Bay, Pahokee)
- * Coordinate with Palm Beach County and appropriate Regulatory Agencies
- * Develop Strategic Partnerships with NPOs, local Chambers, Economic Development/ Workforce entities

MerrickDamon Real Estate family of Companies *Wilton Manors, FL 2016 - Present*
Director of Business Development

- * Serves as the Manager for Business Startups and Expansions
- * Direct and Manage Business Affiliates in the states of Florida and Georgia
- * Promote/Market MD Real Estate Schools and Foundation

Street Beat, Inc. *South Bay, FL 2013 – Present*
Executive Director

- * Serve as Chief Executive, Administrative and Fiscal Officer for an Arts' based NPO
- * Manage after and out of school Arts and Mentoring Projects

- * Oversees day to day administrative and management functions
- * Serve as grant writer and administrator
- * Complete Annual Fiscal/Management Accreditation Review
- * Supervise a staff of employees and volunteers
- * Coordinate programs and events with local schools and other entities involved with youth and families

L & MJ Consulting, Inc. *Palm Beach County, FL 2005 – 2012*
Chief Executive Officer / Principal Consultant

- * Serves as Chief Executive and Principal Consultant for company
- * Oversees governmental, private and non-profit projects from implementation phase throughout project completion
- * Assist with the creation and development of business start-ups; manage and recommend economic and comprehensive strategies for business expansions
- * Assist individuals, companies and organizations with permitting, planning and zoning matters
- * Provide fiscal, administrative and management recommendations and strategies to companies and governmental entities throughout the tri-county region
- * Provide leadership training and coaching for middle to senior level executive managers

Board of County Commission – District 6 *West Palm Beach, FL 2007 – 2010* Liaison/Ombudsman
(Independent Contractor)

- * Coordinated efforts between elected and community representatives of Western Palm Beach County, namely South Bay, Belle Glade, Pahokee and all contiguous unincorporated areas and the District 6 County Commissioner to develop and enhance working relationships
- * Identified and facilitated, with county senior level staff and appropriate regional representatives, the timely completion of municipal capital projects throughout western Palm Beach County
- * Identified and developed plans with municipalities to evaluate redevelopment and revitalization needs and services, from basic infrastructure to social services programs, in order to enhance the quality of life of residents within the region
- * Coordinated with the appropriate county agencies to address affordable/workforce housing within the region through repair, replacement or new housing efforts and the identification of potential funding sources outside of county funding
- * Developed a strategic workforce plan for training and retraining of citizens in the region through cooperative efforts with Workforce Alliance and coordinated efforts with the county's Economic Development Team, Business Development Board and Tourist Development Council to create a plan to improve the tourist and economic base of the region

South Florida Water Management District (SFWMD) *Broward County, FL 2002 - 2005*
Director

- * Supervised and directed a senior professional staff of a regional office in Broward County, FL.
- * Primary responsibilities included but were not limited to, budget development and implementation
- * Assisted in the delivery of regulatory services, water supply planning, land management and monitored SFWMD funded/supported programs

- * Provided direct/indirect financial and or technical assistance to local governments and special water control districts throughout Broward County
- * Served as a communication link between the SFWMD and all municipal and county governmental entities within Broward County
- * Implemented/promoted environmental education/awareness programs
- * Assisted in both internal and external agency coordination
- * Assisted local governments in post hurricane disaster recovery efforts

City of South Bay South Bay, FL 1996 – 2001

City Manager

- * Served as Chief Executive and Fiscal Officer for the city of South Bay
- * Primarily responsible as day to day administrative services under the auspices of a Manager-Commission form of government
- * Directed and supervised a multi-disciplined workforce and employees
- * Trained and Directed Department Heads and Senior level Directors/Managers
- * Served as the official administrative spokesman for the city of South Bay
- * Encouraged and promoted Economic and Community Development initiatives
- * Served as the official legislative liaison with County, State and Federal officials/representatives
- * Provided and recommended theoretical framework to an elected body of legislators (Mayor and Commission) for policy development consideration
- * Developed and managed multimillion dollar annual budget

Palm Beach County Schools

Palm Beach County, FL 1987-1988 / 1991-1996

Educator/Teacher

- * Developed and implemented educational initiatives as a state of Florida Certified teacher within the Palm Beach County School system (Lake Shore Middle School, Pahokee High School and West Technical Education Center)
- * Served as a GED Instructor and Educational Counselor within the Correctional Educational School Authority system at the Glades Correctional Institute
- * Served as an Adjunct Social Sciences Professor at a Palm Beach County satellite campus of Bethune-Cookman College

EDUCATION

Master's of Applied Social Sciences (MASS) - Public Administration
Florida Agricultural and Mechanical University, Tallahassee, FL.
Graduated with Honors, earned Dean's Scholarship

Bachelor's of Science (BS) in Political Science
Florida Agricultural and Mechanical University, Tallahassee, FL.

RELATED EXPERIENCES

- * Present and Past Member of several Board of Trustees for local social/civic and non-profit organizations (Street Beat, Inc., Boys and Girls Club, C.L. Brumback Health Center, Palm Beach County Mental Health Services, Glades General Hospital, ARC of the Glades)
- * Serves on the Jackie Robinson Scholarship Committee - Florida Advisory/Selection Committee
- * Served as an inaugural Board Member of the Glades Utility Authority (GUA)
- * Leadership Broward County – Senior Executive Orientation
- * Served as a two term elected official, City Commissioner, for the City of South Bay
- * Candidate for Palm Beach County Commission (2006 & 2010 Primary Election's Runner-up)
- * Elder – Glades Covenant Community Church (Administrator, Finance and Facilities)
- * Directed a mentoring program Life-long Solutions for Students at Lake Shore Middle School
- * Participated in several local, state and federal councils/associations/committees (Palm Beach Community College – Steering Committee, Florida League of Cities, National League of Cities, Florida City and County Management Association – FCCMA and the International City/County Manager's Association – ICMA)
- * Participated in and represented the United States of America, via the National League of Cities (NLC) in a local government leadership exchange initiative in Ghana, West Africa
- * Served as a legislative intern at the Florida State Senate (Senator A. Girardeau) and US Congress (Congressman William Grant)

REFERENCES

Clarence E. Anthony
 Executive Director – National League of Cities
 (561) 310-8877
Anthony@nlc.org

Jess R. Santamaria
 (former) Palm Beach County Commissioner
 (561) 512-4196
jessrsantamaria@gmail.com

Proof of Insurance
RFQ NO.: 2019-01 – Lobbyist Consultant Services

Insurance requirements to be met if and when applicable prior to execution of Contract.

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

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

1. This sworn statement is submitted for RFQ NO.: 2019-01.
2. This sworn statement is submitted by Michael E. Jackson
Whose business address is: 430 SE 2nd Avenue South Bay, FL 33493
and (if applicable) its Federal Employer Identification Number (FEIN) is N/A.
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
3. My name is Michael E. Jackson and my relationship to the entity named above is Consultant - Independent Contractor
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

☒ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

☐ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: 1.17.19

Signature: *Michael E. Park*

STATE OF: Florida

COUNTY OF: Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this

17 day of January, in the year 2019.

My commission expires:
7/23/2019

Alisha S. Ludlum
Notary Public



ALISHA S. LUDLUM
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF903107
Expires 7/23/2019

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

Florida Driver License
Type of ID

RESOLUTION 06-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND ZAHLENE ENTERPRISES, INC. REGARDING THE RECONSTRUCTION CITY OF SOUTH BAY ROADWAYS PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay, Florida ("City") is in need of roadway reconstruction of SW 1st Street from SW 7th Avenue to US-27 and SW 7th Avenue from South Terminus to MLK Blvd. within its City limits; and

WHEREAS, Zahlene Enterprises, Inc. has submitted a proposal to the City as the lowest responsive and responsible bidder in response to Invitation for Bid ITB 2018-05, Project FM# 440390-1-54-01, to perform said resurfacing work for the amount of One Million Two Hundred Fifty-Four Thousand Four Hundred Sixty-Four Dollars and zero cents (\$1,254,464.16); and

WHEREAS, the Florida Department of Transportation ("FDOT") is in agreement with the bid award to Zahlene Enterprises, Inc., and has written a Bid Concurrence letter to the City dated February 1, 2019 recognizing Zahlene Enterprises, Inc. as the lowest responsive, responsible bidder; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to enter into the Agreement attached hereto as Exhibit "A" with Zahlene Enterprises, Inc.; and

WHEREAS, City Commission has determined that Reconstruction Project and Agreement is in the best interest of the residents of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, 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. Approval of Agreement; Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City

Manager to execute the Agreement between Zahlene Enterprises, Inc. and the City of South Bay for roadway reconstruction of SW 1st Street from SW 7th Avenue to US-27 and SW 7th Avenue from South Terminus to MLK Blvd. within its City limits, attached hereto as Exhibit "A".

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

PASSED and ADOPTED this 4th day of March 2019.

Joe Kyles, Mayor

Moved by: _____

Seconded by: _____

Attested

By: _____
Vicky Del Bosquez, Interim City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

VOTE:

Commissioner Barnard	_____ (Yes)	_____ (No)
Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

AGREEMENT

THIS IS AN AGREEMENT, dated the ____ day of _____, 2019, between:

CITY OF SOUTH BAY, a Florida municipal corporation,
hereinafter "CITY,"

and

ZAHLENE ENTERPRISES, INC.,
a corporation, authorized to do business in the State of Florida,
hereinafter, "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1

PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a contractor for reconstruction services for a project involving Reconstruction City of South Bay Roadways and titled "Reconstruction of SW 1st Street from SW 7th Ave. to US-27 and SW 7th Avenue from South Terminus to MLK Blvd.

1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.

1.3 On March 4, 2019, the CITY awarded the Invitation for Bid to CONTRACTOR and authorized the proper CITY officials to enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

ARTICLE 2

SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Bid Project Number ITB 2018-05, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A" and in accordance with the prices set forth in Exhibit "B", which is based on the Bid Drawing and

Specifications in Exhibit "C", attached hereto.

2.2 CONTRACTOR shall abide by all specifications outlined in the Notice of Bid Invitation.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

3.1 CONTRACTOR shall commence work in accordance with a project timeline to be provided to CONTRACTOR by the CITY. CONTRACTOR shall complete all work in a timely manner, but no later than December 31, 2019, as stated in Exhibit "A" to this Agreement.

3.2 It is mutually agreed that time is of the essence for this Contract and should the CONTRACTOR fail to complete the work within the specified time, or any authorized extension thereof, there shall be a deduction from the compensation otherwise to be paid to the CONTRACTOR, and the CITY will retain as liquated damages the amount of One Thousand Dollars (\$1,000.00) per calendar day for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the CITY will have sustained by failure of the CONTRACTOR to complete the work within the specified time. It is further agreed that said sum is not a penalty, but is the stipulated amount of damage sustained by the CITY in the event of such default by the CONTRACTOR.

3.3 Anything to the contrary notwithstanding minor adjustment to the timetable for completion approved by CITY in advance and in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

ARTICLE 4 COMMENCEMENT OF SERVICES

4.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date stated in a Notice to Proceed issued by the City Manager or his designee.

ARTICLE 5
CONTRACT SUM

5.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its response to Invitation for Bid Project Number ITB 2018-05 for Construction Services. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's response for Construction Services made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "B", which is based on the Bid Drawing and Specifications in Exhibit "C", attached hereto.

5.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

5.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be in accordance with the schedule set forth in Exhibit "B" hereto and the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice will be sent to the City's Finance Department for payment.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.

D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

5.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY other than those arising from unsettled liens, or from requirements of the specifications. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 6
CONTRACTOR'S LIABILITY INSURANCE

6.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

6.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

6.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

6.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

6.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

6.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

6.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 7 PROTECTION OF PROPERTY

7.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 8 CONTRACTOR'S INDEMNIFICATION

8.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the City fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

8.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

8.3 If a court of competent jurisdiction holds the City liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 9
INDEPENDENT CONTRACTOR

9.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10
CONTRACT BOND

10.1 The bond requirements for this Agreement shall be as follows:

Performance Bond	Amount: 100% of the construction cost
Payment Bond	Amount: 100% of the construction cost
Bid Bond	Amount: 5% due at time of bid submittal

ARTICLE 11
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

11.1 CITY or CONTRACTOR may request changes that would increase decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

11.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 12
TERM AND TERMINATION

12.1 This Agreement shall commence upon the effective date stated in a Notice to Proceed issued by the City Manager or his designee, and shall remain in effect for until October 1, 2016.

12.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 13
CONTRACT DOCUMENTS

13.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; City of South Bay RFP No. ITB 2018-05; Response for Reconstruction City of South Bay Roadways; City Commission award; and any exhibits thereto.

ARTICLE 14
MISCELLANEOUS

14.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

14.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

14.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this

Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

14.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of City.

14.5 No Contingent Fees. 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Leondrae Camel, City Manager
335 SW 2nd Avenue
South Bay, Florida 33493

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

CONTRACTOR: Beatriz C. Zahlene, President
Zahlene Enterprises, Inc.
11300 NW 97th Avenue
Medley, FL 33178

14.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

14.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit Court in and for Palm Beach County.

14.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

14.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement

between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF SOUTH BAY

ATTEST:

Vicky Del Bosquez, Interim City Clerk

BY: _____
Joe Kyles, Mayor

APPROVED AS TO FORM

Burnadette Norris-Weeks, City Attorney

Leondrae Camel, City Manager

CONTRACTOR

WITNESSES:

BY: _____
Beatriz C. Zahlene, President
Zahlene Enterprises, Inc.

ATTEST:

SECRETARY

STATE OF FLORIDA)

SS:

COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(RESPONSE FOR RECONSTRUCTION CITY OF SOUTH BAY ROADWAYS PROJECT-
CITY OF SOUTH BAY BID NO. ITB 2018-05)

EXHIBIT "B"
PRICE FOR SERVICES

EXHIBIT "C"
BID DRAWING AND SPECIFICATIONS

BID FORM

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

ONE (1) ORIGINAL AND TWO (2) COPIES OF BID FORM MUST BE SUBMITTED

PROJECT: FDOT Project No. 440390-1-5401 "Reconstruction of Sw 1st Street from Sw 7th Avenue to Us-27 and Sw 7th Avenue from South Terminus to MLK Blvd"DATE: 12/04/2018BIDDER: Zahle Enterprises Inc.

THIS BID IS SUBMITTED TO:

City of South Bay
 Clerk's Office
 335 SW 2nd Ave
 South Bay, FL 33493

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the posting of the recommended award. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date 11/30/2018
 Date 11/26/2018
 Date 11/29/2018

Addenda Number 1
 Addenda Number 2
 Addenda Number 3

(b) BIDDER 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.

(c) BIDDER is not requesting any additional examinations, investigations, explorations, tests, reports or similar information or data ("Additional Data") regarding the condition of the Work sites or the Work to be done under the Contract Documents.

(d) BIDDER has correlated the results of all its observations, examinations, investigations, explorations, tests, reports, and studies, if any, with the terms and conditions of the Contract Documents.

(e) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER. BIDDER has not divulged or discussed its Bid with other Bidders.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides below.
5. BIDDER declares it understands that the measurements included in the list of "Roadways to be Resurfaced" are approximate only and not guaranteed and are subject to either increase or decrease; BIDDER further declares that it has confirmed the measurements and that should the measurements of any of the roadways included in the Work be increased, the BIDDER agrees

[Signature] 17

to do the additional Work at the lump sum prices set out herein. BIDDER shall make no claims for anticipated profits for any decrease in the measurements or number of roadways to be included in the Work.

6. The BIDDER further declares that it understands the OWNER may elect to complete only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the prices quoted herein.

7. BIDDER agrees that the Work:

FDOT Project No. 440390-1-5401 "Reconstruction of Sw 1st Street from Sw 7th Avenue to Us-27 and Sw 7th Avenue from South Terminus to MLK Blvd" will be substantially completed within 200 calendar days after the day when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment within 230 calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid security in the form of Bid Bond.
- (b) Schedule of Values.
- (c) List other documents as pertinent.

9. Written communications concerning this Bid shall be faxed to:

Name: Leondrae Camel, City Manager
 Fax: (561) 996-7950

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

11. BIDDER'S Florida Contractor's License No. CGC 1524754

12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER'S qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

13. BIDDER represents that it is financially solvent and sufficiently experienced and competent to provide all goods and services required under this ITB, and that all information provided in the Bid is true and correct in all respects.

14. If returning a "NO BID", please explain why: _____

 12/4/18

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Zahlene Enterprises, Inc.

As Principal, hereinafter called the Principal,
and Berkley Insurance Company

a corporation duly organized under the laws of the State
of Delaware, as Surety, are held and firmly bound unto the City of South Bay, as Oblige, hereinafter called
the Oblige, in the sum of Five Percent of Amount Bid (5%)

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 construction of the **FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) PROJECT #440390-1-54-01 RECONSTRUCTION OF SW 1ST STREET FROM SW
7TH AVENUE TO US-27 AND SW 7TH AVENUE FROM SOUTH TERMINUS TO MLK BLVD.**

NOW, THEREFORE, if the Oblige shall accept the Bid of the Principal and the Principal shall enter into a Contract with
the Oblige 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 Oblige the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 27th day of November, 2018

(Witness)

(SEAL)

(Witness) Rita Lazarides

(SEAL)

Zahlene Enterprises, Inc.

(Principal)

BY:

(Title) JORDAN M. ZAILENE

Berkley Insurance Company

(Surety)

BY:

(Attorney in Fact) Brett Rosenhaus

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Brett Rosenhaus or Dale A. Bells of Nielson & Company, Inc. of Lake Worth, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of May, 2018

Attest:

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 10th day of May, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.



Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 27th day of November, 2018.

(Seal)

Vincent P. Forte
Vincent P. Forte

BID TABULATION

ITB 2018-6 - RECONSTRUCTION OF SW 1ST ST FROM US 27 TO SW 7TH AVE.

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY TOTAL	UNIT PRICE	TOTAL
101-1	MOBILIZATION	LS	1	\$29,500.90	\$29,500.90
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$67,715.83	\$67,715.83
104-10-3	SEDIMENT BARRIER	LF	4051	\$2.62	\$11,429.87
104-18	INLET PROTECTION SYSTEM	EA	28	\$112.86	\$2,359.88
110-1-1	CLEARING & GRUBBING	LS/AC	3	\$7,900.18	\$23,700.54
110-7-1	MAILBOX, F&I SINGLE	EA	35	\$256.81	\$8,988.35
120-1	REGULAR EXCAVATION	CY	4413	\$20.01	\$88,293.48
120-6	EMBANKMENT	CY	536	\$18.45	\$9,809.20
145-2	GEOSYNTHETIC REINFORCED FOUNDATION OVER SOFT SOIL	SY	8523	\$8.71	\$74,205.27
160-4	TYPE B STABILIZATION	SY	1154	\$16.36	\$18,880.78
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	3145	\$6.55	\$20,600.25
285-70-9	OPTIONAL BASE GROUP 09	SY	7455	\$18.92	\$141,023.80
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	786	\$278.40	\$218,818.40
425-1-351	INLETS, CURB, TYPE P-5, < 10'	EA	2	\$4,726.61	\$9,453.21
425-1-521	INLETS, DT DOT, TYPE P-C, < 10'	EA	10	\$3,031.01	\$30,310.12
425-2-61	MANHOLE, P-6, < 10'	EA	7	\$3,867.14	\$27,069.98
425-4	INLET, ADJUST	EA	8	\$1,148.79	\$9,190.34
425-5	MANHOLE, ADJUST	EA	12	\$1,155.42	\$13,865.01
430-94-1	DESILT PIPE, 0-24"	LF	1625	\$4.28	\$6,955.92
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	1185	\$6.86	\$8,137.85
515-1-2	PIPE HANDRAIL, GUARDRAIL, ALUMINUM	LF	10	\$282.15	\$2,821.49
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	3433	\$24.81	\$85,188.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	2061	\$46.75	\$96,338.12
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1923	\$56.87	\$109,359.00
527-2	DETECTABLE WARNINGS	SF	257	\$12.41	\$3,190.54
510-10-110	FENCING, TYPE A, 0.0-5.0, STANDARD	LF	1125	\$22.57	\$25,390.43
570-1-2	PERFORMANCE TURF, SOD	SY	3145	\$3.85	\$12,122.11
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	6	\$642.45	\$3,854.72
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	5	\$1,764.59	\$8,822.97
700-1-60	SINGLE POST SIGN, REMOVE	EA	8	\$71.28	\$571.07
706-3	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA	88	\$5.43	\$477.41
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$4,448.40	\$4,448.40
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	752	\$2.44	\$1,835.68
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	144	\$5.00	\$719.55
711-15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	0.826	\$5,638.31	\$4,669.20
711-15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0.160	\$5,639.33	\$906.81
711-15-231	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.360	\$6,263.92	\$2,255.73

GRAND TOTAL \$1,254,464.16

CONSTRUCTION DAYS 230

SCHEDULE OF BID ITEMS

(See City Web Site for Download of Schedule of BID Items)

If BIDDER is

An Individual

Name _____ (SEAL)

Signature: _____

Doing business as _____

Business Address: _____

Phone Number: _____

Fax Number _____

A Partnership

Firm's Name _____ (SEAL)

General Partner Signature: _____

Business Address: _____

Phone Number: _____

Fax Number _____

A CorporationCorporation's Name Zohleap Cataprise _____ (SEAL)State of Incorporation FloridaAuthorized Person: London ZohleapTitle: Vice President

Signature: _____

Attest: Yolyn Rivera (Secretary)Signature: Yolyn RiveraBusiness Address: 11300 NW 9th Ave, Medley, FL 33178Phone Number: 305-887-9558Fax Number 305-805-6857

SCHEDULE OF SUBCONTRACTORS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

<u>Discipline</u>	<u>Subcontractor</u>	<u>Address City, ST Zip</u>	<u>License Number</u>
Asphalt Pavement, All County ,		1180 SW 10th St, Delray Beach, FL 33444	# U-21491

SCHEDULE OF EQUIPMENT AND MATERIALS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

[illegible]

END OF SECTION

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

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of South Bay
by Jordan Zehle [print name of the public entity]
for Zehle Enterprises
[print name of entity submitting sworn statement]
whose business address is 11300 W 97th Ave, Maitland
FL 32750
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0814419
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of _____ an _____ entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the

entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

[date]

STATE OF Florida

COUNTY OF Dade

Subscribed and Sworn to (or affirmed) before me on 12/4/2018 by

[date]

Jordan Zahlene He/she is personally known to me or has presented

[name]

as identification.

[type of identification]

[Notary's Signature and Seal]



Notary Name and Commission No.

DRUG FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of Zablane Enterprises, Inc., I certify that Zablane Enterprises, Inc. complies fully with the above requirements.

Authorized Representative Signature

Date

Name:

Position:

BID FORM

PROJECT TITLE: RECONSTRUCTION OF SW 1ST STREET FROM SW 7TH AVENUE TO
US-27 AND SW 7TH AVENUE FROM SOUTH TERMINUS TO MLK BLVD.
PROJECT: 440390-1-54-01

Bidder acknowledges that included in the various items of the Proposal and in the total Bid Price are costs for complying with the Florida Trench Safety act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	Trench Box	SY	250	6.48	1630.74
B.					
C.					
D.					

TOTAL \$ 1630.74

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in Envelope with the Bid.

By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

- How many years has your organization been in business? 20
- What is the last project of this nature that you have completed?
I-75 Segment A+B - Park And Ride

- Have you ever failed to complete work awarded to you? If so, where and why?
No

- Name three individuals or corporations for which you have performed work and to which you refer:

Name	Address	Phone	Fax
<u>Ana Demetrest</u>	<u>Community Asphalt 14005 NW 176th St</u>	<u>305-345-9039</u>	<u>305-829-431</u>
<u>Felipe Fernandez</u>	<u>Community Asphalt 14005 NW 176th St</u>	<u>786-418-3508</u>	<u>305-829-0451</u>
<u>Chris Cole</u>	<u>DPR Construction 1301 E. Newhall Dr.</u>	<u>954-991-6205</u>	

- List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date
<u>HEFT</u>	<u>Community Asphalt</u>	<u>8824,546.25</u>	<u>11/30/14</u>	<u>60%</u>
<u>I-75 Segment A+B</u>	<u>Community Asphalt</u>	<u>16,056,903.00</u>	<u>1/7/15</u>	<u>93%</u>
<u>CWC Infrastructure Improv</u>	<u>Miami Dade</u>	<u>8,848,461.71</u>	<u>3/15/15</u>	<u>65%</u>
<u>Benjamin Franklin</u>	<u>D. Stephens</u>	<u>1,556,543.10</u>	<u>3/30/16</u>	<u>35%</u>

- Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?
Yes
- Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
<u>All County Pavement</u>	<u>Asphalt</u>

- What equipment do you own that is available for the work?

See Equipment List Attached

- What equipment will you purchase for the proposed work?

None

10. What equipment will you rent for the proposed work?

None

11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

See Resume Attached.

12. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do businesses under the trade name.

The correct name of the Bidder is Zahlene Enterprises

The partnership is a ☐ Sole Proprietorship, ☐ Partnership, or ☒ Corporation or ☐ Other Type of Entity (Fill In).

The address of principal place of business is 11300 242 97th Ave, Modley, FL,

The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:

Benitez C. Zahlene - President

Jordan M. Zahlene - V.P. / C.E.O

List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

None

List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None

List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

None

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute and the resolution of the same.

None

List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants.

None.

Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

No

List and disclose any and all business relations with any members of the City Commission.

None.



September 19, 2018

Florida Department of Transportation
 Manager, Contracts Administration Office
 605 Suwannee Street, M.S. 55
 Tallahassee, FL 32399-0455

Subject: Zahlene Enterprises, Inc.
 State Project Name: I-75 Express Lanes – Segments A&B
 FPID No.: 421707-3-52-01, 0754-179-01, 421707-2-52-01
 FAP No.: 0754-178-I, 0754-179-I, and 0754-180-I
 Contract No.: E4N84
 Counties: Miami-Dade and Broward
 Correspondence: N/A

To whom it may concern:

We have been working with Zahlene Enterprises, Inc. as our subcontractor in several phases of the subject project and it has been our experience that they are knowledgeable of FDOT specifications, procedural requirements, local protocol, and have successfully completed their assigned tasks.

CAC has subcontracted Zahlene Enterprises, Inc. for a 1 year period in which the contract totaled \$6,524,159.37. The following categories of scopes were completed and accepted

- Environmental
- Roadwork
- Drainage
- Roadway Miscellaneous
- Roadway Miscellaneous Concrete

It is our understanding that Zahlene Enterprises, Inc. is seeking prequalification with FDOT and it is our pleasure to provide our recommendation on their behalf.

Should you have any questions or need further information, please contact us at your earliest convenience.

Sincerely,

ANA M
 DEPRIEST
 Ana DePriest

Sr. Project Manager
 OHL Community Asphalt

Digitally signed by Ana M. DePriest, DN: cn=Ana M. DePriest, o=OHL Community Asphalt, email=adepriest@ohlcommunityasphalt.com, c=US



September 27, 2018

Florida Department of Transportation
Manager, Contracts Administration Office
605 Suwannee Street, M.S. 55
Tallahassee, FL 32399-0455

Subject: Zahlene Enterprises, Inc.
Project Name: Palmetto General Hospital 31 Bed Clinical Decision Unit
County: Miami-Dade
Correspondence: N/A

To whom it may concern

As a Senior Project Manager with DPR construction, we contracted Zahlene Enterprises Inc. as our Sitework subcontractor in several phases of the subject project and it has been our experience that they are knowledgeable of Miami-Dade County specifications, procedural requirements, local protocol, and have successfully completed their assigned tasks in a timely manner and within the guidelines of the county and state specifications.

ZEI did a great job on the project. They were very responsible and cooperative in facilitating changes when required due to field conditions and modifications that were requested. They displayed the characteristics of true Team players.

DPR subcontracted Zahlene Enterprises, Inc. for a 1-year period in which the contract totaled \$867,598.00. The following categories of scopes were completed and accepted:

- Sitework
- Utilities
- Pavement & Parking Accessories

It is our understanding that Zahlene Enterprises, Inc. is seeking prequalification with FDOT and it is our pleasure to provide our recommendation on their behalf.

Should you have any questions or need further information, please contact us at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Paredes", written over a circular stamp or seal.

Chris Paredes
Sr. Project Manager
DPR Construction

Tel: (904) 991-6200
1301 E. Broward Blvd., Suite 400
Fort Lauderdale, FL 33304
www.dpr.com

DPR EXISTS TO BUILD GREAT THINGS



OHL
Community
Asphalt

September 20, 2018

Florida Department of Transportation
Manager, Contracts Administration Office
605 Suwannee Street, M.S. 55
Tallahassee, FL 32399-0455

Subject: Zahlene Enterprises, Inc.
State Project Name: SR 821 (HEFT) from North of SW 40 St. to SR 836 (Dolphin Expressway)
FIN No.: 415051-4-52-01 & 415051-4-56-01
FAP No.: N/A
Contract No.: E8N67
County: Miami-Dade
Correspondence: N/A

To whom it may concern:

As a Senior Project Manager with Community Asphalt Corp. ("CAC"), my team and I have been working with Zahlene Enterprises, Inc. as our drainage subcontractor in several phases of the subject project and it has been our experience that they are knowledgeable of FDOT specifications, procedural requirements, local protocol, and have successfully completed their assigned tasks.

CAC subcontracted Zahlene Enterprises, Inc. for a total contract value of \$801,288.35.

It is our understanding that Zahlene Enterprises, Inc. is seeking prequalification with FDOT and it is with confidence that I provide our recommendation on their behalf.

Should you have any questions or need further information, please contact us at your earliest convenience.

Respectfully Submitted,
COMMUNITY ASPHALT CORP.

Felipe Fernandez, P.E.
Sr. Project Manager

Corporate:
1625 NW 117 Ave. - Suite 508
Miami, FL 33128
Phone: 305.984.9443
Fax: 305.984.9446

Miami Dade:
16005 NW 194 Street
Hialeah, FL 33118
Phone: 305.429.0700
Fax: 305.873.6437

West Palm Beach:
7795 Hopper Road
West Palm Beach, FL 33411
Phone: 561.790.6467
Fax: 561.790.1073

Vero Beach:
2925 Sullivan Blvd.
Vero Beach, FL 33982
Phone: 772.272.3771
Fax: 772.272.3767

Fort Myers:
10560 Mass Court
Fort Myers, FL 33913
Phone: 239.787.9486
Fax: 239.787.9484

Certified General Contractor License Number: TC0521102

September 14, 2018

Florida Department of Transportation
Manager, Contracts Administration Office
605 Suwannee Street, M.S. 55
Tallahassee, FL 32399-0455

RE: Zahlene Enterprises, Inc.

To whom it may concern:

As a Senior Project Manager with Community Asphalt from July 2014 to July 2018 we contracted general contracting services from Zahlene Enterprises, Inc. (ZEI) on our I-75 AB Tolling Project. ZEI Successfully completed a number of various scopes in this project. All items were completed in a timely manner and within the guidelines of the FDOT specifications.

The communication that ZEI maintained throughout the project was of great comfort to us as they navigated their scope of work and maintained their schedule. They managed the designer review process, and construction process with ease and met the deadlines and commitments that they had express to us at commencement.

The professional integrity of both the management and field team was self-evident and gave us a much needed peace of mind that the work would be completed in accordance with the plans and specifications. The team was very cooperative when faced with changes due to field conditions or modifications that were requested. They worked rapidly to address all these issues at hand and maintained an open communication and clear expectation of how the change would affect budget and time.

CAC has subcontracted Zahlene Enterprises, Inc. for a 1 year period in which the contract totaled \$6,524,159.37. The following categories of scopes were completed and accepted

- Environmental
- Roadwork
- Drainage
- Roadway Miscellaneous
- Roadway Miscellaneous Concrete

Sincerely,



Christopher Perez, P.E.
Project Manager
OHL Community Asphalt



NHC

NIELSON, ROSENHAUS & ASSOCIATES

September 12, 2018

State of Florida Department of Transportation

Re: Zahlene Enterprises, Inc.
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Zahlene Enterprises, Inc. Their surety is Berkley Insurance Company which carries an A.M. Best Rating of A+ XV and is listed in the Department of the Treasury's Federal Register

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds for projects up to \$20,000,000 for a single bond and \$50,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds

Zahlene Enterprises, Inc. is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should have any questions, please do not hesitate to give me a call

Sincerely,

Brett Rosenhaus
Florida Licensed Agent



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT A

DATE (MM/DD/YYYY)

9/14/2018

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

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

PRODUCER SUNZ Insurance Solutions, LLC. c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 St. Petersburg, FL 33701	ID: (TLR)	CONTACT NAME: Workers' Comp Department	FAX (A/C, No): 727-525-3862
		PHONE (A/C, No, Ext): 727-520-7676 x 3	E-MAIL ADDRESS: certs@encorehr.com
INSURED TLR of Bonita, Inc EnterpriseHR 700 Central Avenue Suite 500 St. Petersburg FL 33701	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: SUNZ Insurance Company		34762
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER: 41962137****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		WC016-00001-018 WCPE0000000113	6/1/2018 6/1/2017	6/1/2019 6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00

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

Coverage Provided for all leased employees but not subcontractors of: Zahlene Enterprises, Inc.
Client Effective: 8/17/2014

CERTIFICATE HOLDER

7889
City of Coral Gables
Risk Management
2801 Salzedo Street
Coral Gables, FL 33134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Glen J Distefano

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2018

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

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

PRODUCER American Trust Insurance 9360 Sunset Drive Suite 240 Miami, FL 33173 Phone (305) 270-2220 Fax (305) 270-2496	CONTACT NAME: Edna Sanchez PHONE (A/C, No, Ext): (305) 270-2220 FAX (A/C, No): (305) 270-2496 E-MAIL: ednas@americantrustins.com ADDRESS:
INSURED Zahlene Enterprises, Inc. 11300 NW 97th Ave Miami FL 33178	INSURER(S) AFFORDING COVERAGE INSURER A: James River Insurance Co NANC # 12203 INSURER B: Commerce & Industry Insurance Co 19410 INSURER C: Progressive Express Insurance Co 10193 INSURER D: Seneca Insurance Company INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	00082319-0	03/24/2018	03/24/2019	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMPROP AGG \$ 2,000,000.00 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	Y	Y	07919862-6	04/07/2018	04/07/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EBU084504434	03/24/2018	03/24/2019	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00 Products/Complete Ops \$ 5,000,000.00 <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$
D	Equipment			CIM2301458	08/25/2017	08/25/2018	\$25,000 Contractors Equipment Coverage

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

Drainage Construction & Building Material Dealers

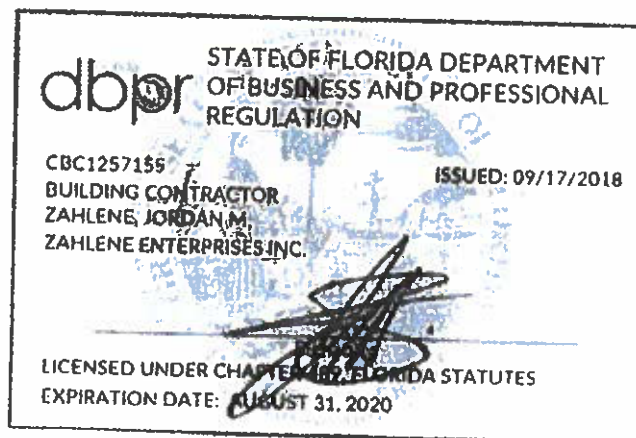
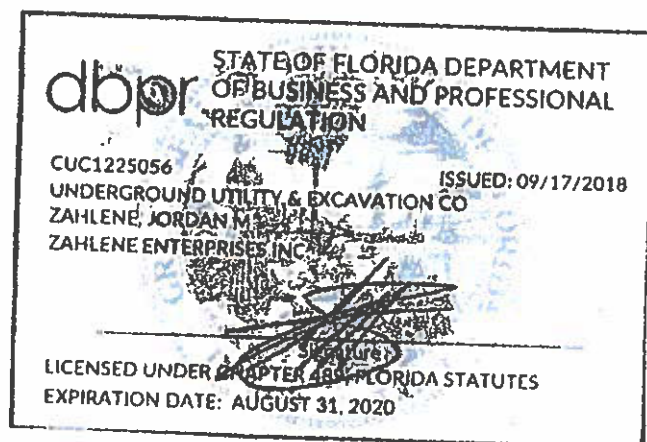
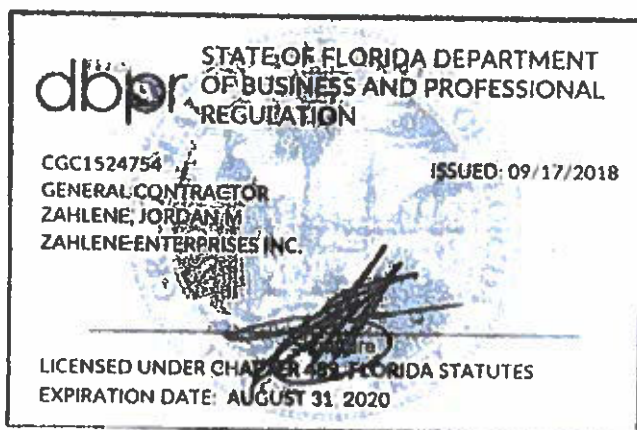
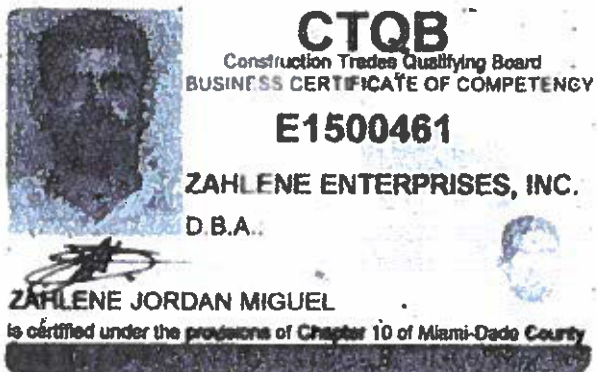
CERTIFICATE HOLDER

City of Coral Gables
Risk Management
2801 Salzedo Street
Coral Gables, FL 33134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CONFLICT OF INTEREST STATEMENT

This Invitation To Bid is subject to the conflict of interest provisions of the policies and Code of Ordinances of the CITY OF SOUTH BAY, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the CITY OF SOUTH BAY any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY OF SOUTH BAY.

CHECK ALL THAT APPLY.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid due to any other clients, contracts, or property interests.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the policies and Code of Ordinances of the City of South Bay, as amended from time to time.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

Zohlewe Enterprises
COMPANY OR INDIVIDUAL NAME

[Signature]
AUTHORIZED SIGNATURE

Jordan Zohlewe
NAME (PRINT OR TYPE)

Vice President
TITLE, IF A COMPANY



ZAHLENE ENTERPRISES, INC.
11300NW 97TH AV. Medley, FL 33178
Phone: 305-887-9558, 305-887-0194
Facsimile: 305-805-6587

Proposal for: CITY OF SOUTH BAY

2/13/2019

**Project Name: FDOT PROJECT #440390-1-54-01 RECONSTRUCTION OF SW 1ST STREET
 FROM SW 7TH AVE TO US-27 & SW 7TH AVE FROM SOUTH TERMINUS TO MLK BLVD.**

#	DESCRIPTION	Text	QUANTITY	UNIT PRICE	EXTENDED PRICE
		UNIT			
1	Mobilization	LS	1.00	\$39,500.90	\$39,500.90
2	MAINTENANCE OF TRAFFIC	LS	1.00	\$67,715.83	\$67,715.83
3	SEDIMENT BARRIER	LF	4,051.00	\$2.82	\$11,429.87
4	Inlet Protection System	EA	26.00	\$112.86	\$2,934.35
5	Clearing and Grubbing	AC	3.00	\$7,900.18	\$23,700.54
6	Mailbox, F&I Single	EA	35.00	\$255.91	\$8,956.88
7	Regular Excavation	CY	4,413.00	\$20.01	\$88,293.48
8	Embankment	CY	536.00	\$18.45	\$9,886.82
9	Geosynthetic Reinforced Foundation Over Soft Soil	SY	8,523.00	\$8.71	\$74,225.27
10	Type B Stabilization	SY	1,155.00	\$16.36	\$18,897.14
11	Prepared Soil Layer Finish Soil Layer 6"	SY	3,145.00	\$6.55	\$20,609.28
12	Optional Base Group 09 (10")	SY	7,133.00	\$18.92	\$134,932.81
13	Superpave Asphaltic Conc. Traffic C	TN	784.60	\$278.40	\$218,430.04
14	Inlets, Curb, Type P-5, <10'	EA	2.00	\$4,726.61	\$9,453.21
15	Inlets, DT BOT, Type P-C, <10'	EA	10.00	\$3,031.01	\$30,310.12
16	Manhole, P-8, <10'	EA	7.00	\$3,667.14	\$25,669.99
17	Inlet, Adjust	EA	8.00	\$1,149.79	\$9,198.34
18	Manhole, Adjust	EA	12.00	\$1,155.42	\$13,865.01
19	Desilt Pipe, 0-24"	LF	1,625.00	\$4.28	\$6,959.92
20	Pipe Culvert, Optional Material, Round, 18" SD	LF	1,185.00	\$59.05	\$69,972.65
21	Pipe Handrail, GuideRail, Alumi	LF	10.00	\$282.15	\$2,821.49
22	Concrete Curb & Gutter, Type F	LF	3,433.00	\$24.81	\$85,189.60
23	Concrete Sidewalk and Driveways, 4" Thick	LF	2,061.00	\$46.75	\$96,356.12
24	Concrete Sidewalk and Driveways, 6" Thick	SY	1,923.00	\$56.97	\$109,559.03
25	Detectable Warnings	SY	257.00	\$12.41	\$3,190.54
26	FENCING, TYPE A, 0.0-5.0, STANDARD	LF	1,125.00	\$22.57	\$25,393.43
27	Performance Turf, SOD	SY	3,145.00	\$3.85	\$12,123.11
28	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	6.00	\$642.45	\$3,854.72
29	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	5.00	\$1,784.59	\$8,922.97
30	SINGLE POST SIGN, REMOVE	EA	8.00	\$71.38	\$571.07

31	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA	88.00	\$5.43	\$477.41
32	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1.00	\$4,440.40	\$4,440.40
33	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	752.00	\$2.44	\$1,835.88
34	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	144.00	\$5.00	\$719.55
35	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	0.83	\$5,639.31	\$4,659.20
36	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0.12	\$5,639.33	\$686.87
37	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.36	\$6,265.92	\$2,255.73
GRAND TOTAL:					\$1,247,999.58

CITY OF SOUTH BAY

CONTRACT PLANS FOR

SW 1ST STREET FROM SW 7TH AVENUE TO US-27 AND SW 7TH AVENUE FROM SOUTH TERMINUS TO MLK BLVD

PALM BEACH COUNTY

FINANCIAL PROJECT ID 440390-1-54-01

CONTRACT PLANS COMPONENTS
ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
1A	SUMMARY OF PLAN ITEMS
2-4	TYPICAL SECTIONS
5	TYPICAL SECTION DETAILS
6	MISCELLANEOUS DETAILS
7	SUMMARY OF DRAINAGE STRUCTURES
8	SUMMARY OF QUANTITIES
9-12	GENERAL NOTES
13-21	ROADWAY PLANS
22-25	ROADWAY PROFILE
26-36	STORMWATER POLLUTION PREVENTION PLAN
37-60	TEMPORARY TRAFFIC CONTROL PLANS
GR-1 - GR-2*	REPORT OF CONC. BORINGS

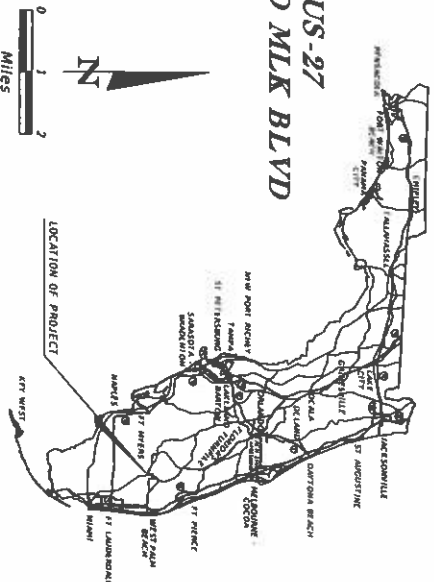
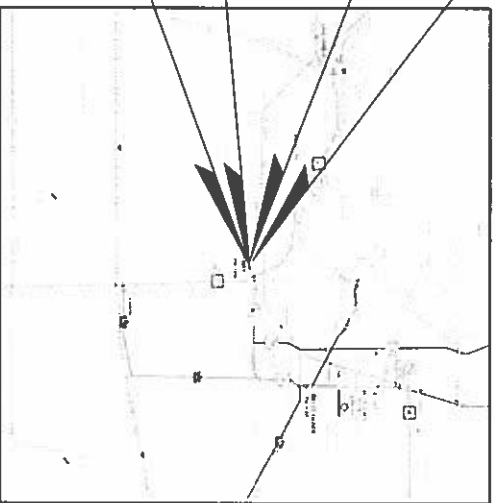
* These sheets are included in the Index of Roadway Plans only to indicate that they are part of the Roadway Plans. These sheets are contained in a separate digitally signed and sealed document.

END PROJECT
@ SURVEY SW 7TH AVE
STA 113+13.76

BEGIN CONSTRUCTION
@ SURVEY SW 1ST ST
STA 200+00.00

END CONSTRUCTION
@ SURVEY SW 1ST ST
STA 211+97.16

BEGIN PROJECT
@ SURVEY SW 7TH AVE
STA 100+47.44



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED AND
THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

SHOP DRAWINGS TO BE
SUBMITTED TO:

CITY COMMISSIONERS

MAYOR
JOE KYLES

VICE-MAYOR
JOHN WILSON

CITY COMMISSIONER
ESTHER BERRY

CITY COMMISSIONER
BETTY BARNARD

CITY COMMISSIONER
TARANZA WICKELVIN

ROADWAY PLANS

ENGINEER OF RECORD:
LEONIE I. ALMONTE, P.E., NO. 70822
KIMLEY-HORN AND ASSOCIATES, INC.
355 ALHAMBRA CIRCLE, SUITE 1400
CORAL GABLES, FL 33134
PHONE (305) 845-0665
FAX (305) 845-0665
VENDOR NUMBER: F56088515-001
CERTIFICATE OF AUTHORIZATION NO. 696

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.
355 ALHAMBRA CIRCLE, SUITE 1400
CORAL GABLES, FL 33134
PHONE (305) 845-0665
FAX (305) 845-0665
VENDOR NUMBER: F56088515-001
CERTIFICATE OF AUTHORIZATION NO. 696

PREPARED FOR
CITY OF SOUTH BAY
BY

GOVERNING DESIGN STANDARDS:
Florida Department of Transportation (FDOT), Manual of Uniform Minimum Standards
for Roadway Design, 11th Edition, 2003
Florida Department of Transportation, FY2017-18 Standard Plans for Road and
Bridge Construction and applicable Interim Revisions (IRs)
Standards Plans for Road Construction and associated plans are available at the
following website: <http://www.fdot.com/design/standards>
2018 Standard Specifications for Road and Bridge Construction, as amended by
Contract Documents.

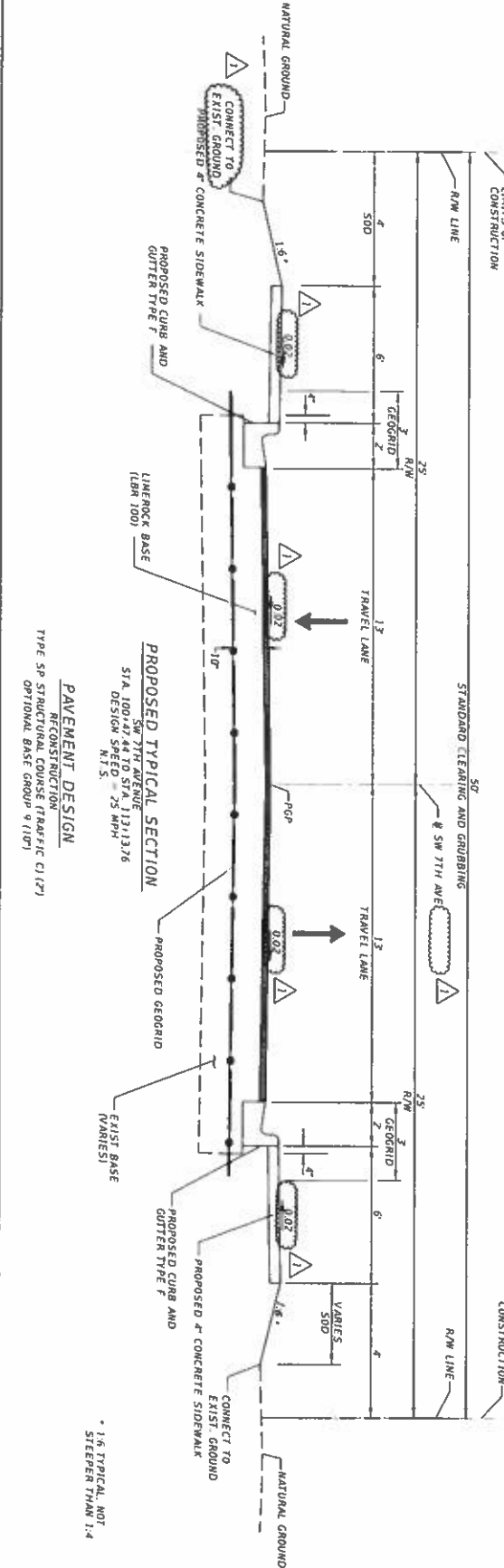
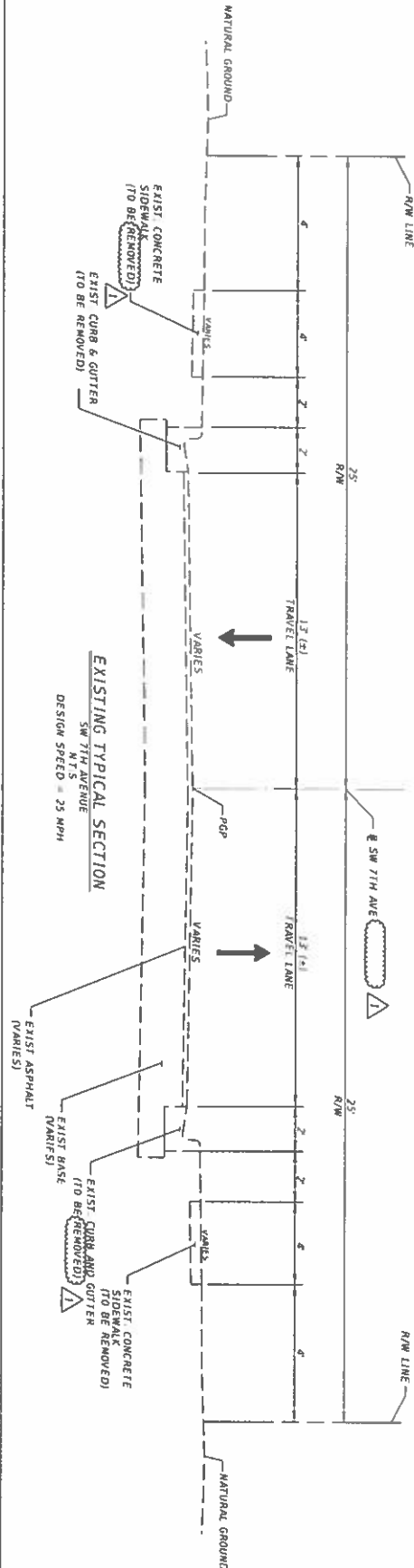
LEONIE I. ALMONTE, P.E.
FLORIDA REGISTRATION P.E. NO.: 70822

FISCAL YEAR	SHEET NO.
19	1

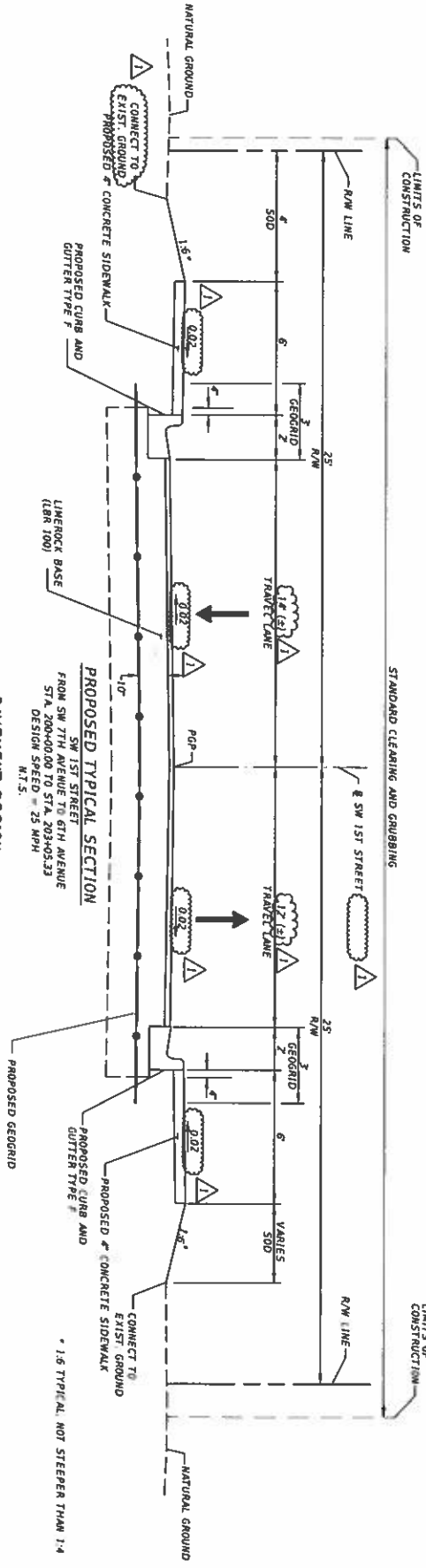
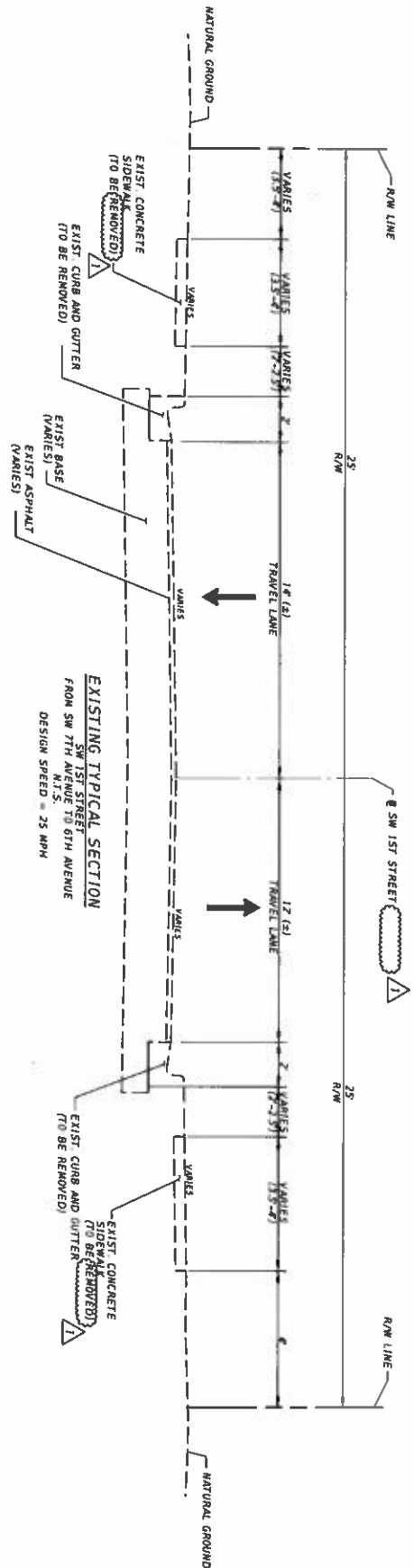
SUMMARY OF PAY ITEMS

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY TOTAL
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-10-3	SEDIMENT BARRIER	LF	4051
104-18	INLET PROTECTION SYSTEM	EA	26
110-1-1	CLEARING & GRUBBING	LS/AC	3
110-7-1	MAILBOX, F&I SINGLE	EA	33
120-1	REGULAR EXCAVATION	CY	4413
120-6	EMBANKMENT	CY	536
145-2	GEOSYNTHETIC REINFORCED FOUNDATION OVER SOFT SOIL	SY	842.2
160-4	TYPE B STABILIZATION	SY	1153.1
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	1153.1
285-10-9	OPTIONAL BASE GROUP 09	SY	1153.1
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	7133
423-1-351	INLETS, CURB, TYPE P-5, < 10'	EA	784.6
423-1-521	INLETS, DT BOT, TYPE P-C, < 10'	EA	10
423-2-61	MANHOLE, P-8, < 10'	EA	1
423-4	INLET, ADJUST	EA	8
423-5	MANHOLE, ADJUST	EA	12
430-94-1	DESILT PIPE, 0-24"	EA	1625
450-124-118	PIPE CURRENT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	1185
515-1-2	PIPE HANDRAIL, GUARDRAIL, ALUMINUM	LF	10
520-1-10	CONCRETE CURB & GUTTER, TYPE	LF	3433
520-1-10	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	2091
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1923
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1353
527-2	DETECTABLE MARKINGS	LF	1135
550-10-110	PERFORMANCE TYPE A, 0.0-5.7' STANDARD	SY	3145
520-1-2	PERFORMANCE TYPE A, 0.0-5.7' STANDARD	AS	5
700-1-11	SINGLE POST SIGN F&I GROUND MOUNT, UP TO 12 SF	EA	8
700-1-12	SINGLE POST SIGN F&I GROUND MOUNT, 12-20 SF	EA	8
700-1-60	SINGLE POST SIGN REMOVE	EA	1
706-3	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA	88
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
711-11-123	THERMOPLASTIC STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	752
711-11-125	THERMOPLASTIC STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	144
711-15-101	THERMOPLASTIC STANDARD-OPEN GRADED ASPHALT SURFACES WHITE SOLID 6"	GM	0.826
711-15-201	THERMOPLASTIC STANDARD-OPEN GRADED ASPHALT SURFACES YELLOW SOLID 6"	GM	0.160
711-15-231	THERMOPLASTIC STANDARD-OPEN GRADED ASPHALT SURFACES YELLOW, SKIP, 6"	GM	0.360

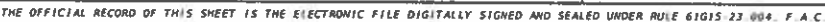
DATE	1/31/19	REVISIONS	DATE	DESCRIPTION	CITY OF SOUTH BAY	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
	1	REVISED QUANTITIES						1A
Kimley-Horn Certificate of Authorization No. 696 P.E. License No. 70822 355 Alhambra, Suite 1400 Coral Gables, FL 33134					SUMMARY OF PAY ITEMS			



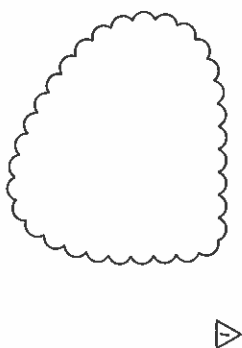
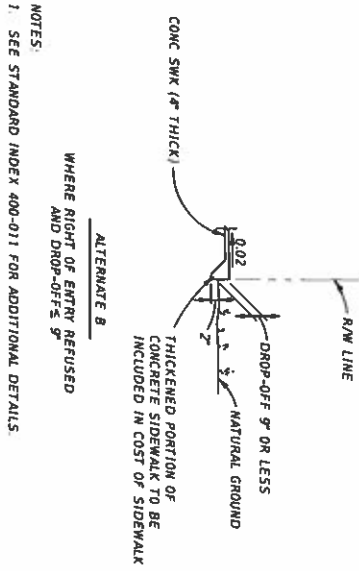
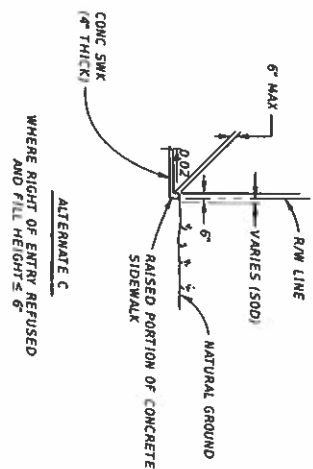
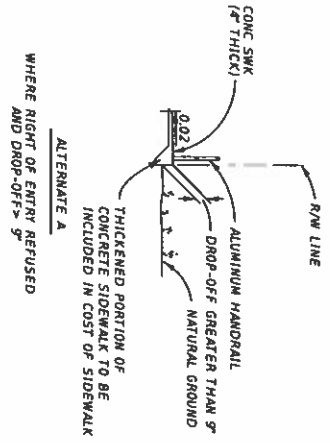
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	CITY OF SOUTH BAY	SHEET NO.
1/31/19	REVISED LABELS					2
Kinley Horn Certificate of Authorization No. 696 P.E. License No. 10822 1221 Brickell Avenue, Suite 400 Miami, Florida 33131-3228					COUNTY	FINANCIAL PROJECT ID
					PALM BEACH	4403901-54-01
					TYPICAL SECTION	



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	CITY OF SOUTH BAY	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
1/31/19	REVISED LABELS AND TRAVEL LANE WIDTH.				Kimley-Horn	PALM BEACH	440390-1-54-01	3
					Certificate of Authorization No. 696			
					Kimley-Horn, Inc.			
					1221 Brickell Avenue - Suite 400			
					Miami, Florida 33131-2228			
					DESIGNED BY: J. J. J. J.			
					7/13/2013			
					10:55:07 AM			
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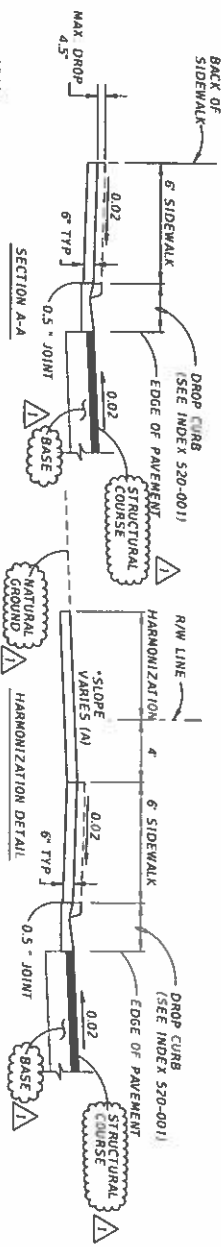
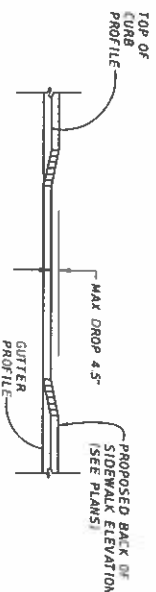


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BACK OF SIDEWALK DETAILS

DATE	DESCRIPTION	DATE	DESCRIPTION	CITY OF SOUTH BAY	FINANCIAL PROJECT ID	TYPICAL SECTION DETAILS	SHEET NO.
1/31/19	REMOVED DETAIL.			Kimley-Horn Certificate of Authorization No. 696 E. L. LARSON, P.E. 355 N. W. 10th St. Coral Gables, FL 33134	440380-1-54-01		5



NOTES:
THE LOWERING OF THE BACK OF SIDEWALK WILL BE PERMITTED AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER.

CONCRETE SIDEWALK ADJUSTMENTS AT DRIVEWAYS

SUMMARY OF DRIVEWAYS			
STA. @ E OF SW 7TH AVE	SIDE	SLOPE (%)	HARMONIZATION (FEET)
100+90.23	RT	7.5	7.00
101+30.73	RT	6.0	7.00
103+80.70	LT	5.0	7.00
105+52.06	RT	6.0	7.00
107+53.68	LT	3.5	5.00
109+27.24	LT	8.0	7.00
110+13.62	RT	5.0	7.00
110+33.57	LT	4.5	7.00

SUMMARY OF DRIVEWAYS			
STA. @ E OF SW 1ST ST	SIDE	SLOPE (%)	HARMONIZATION (FEET)
200+98.81	RT	2.00	3.00

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	CITY OF SOUTH BAY	SHEET NO.
1/31/19	ADDED LABEL					6
					Kimley-Horn Certified Professional Engineer P.E. License No. 70822 355 Alhambra, Suite 1400 Coral Gables, FL 33134	MISCELLANEOUS DETAILS
					EQUITY FINANCIAL PROJECT ID PALM BEACH 440390-1-54-01	
					2/13/2018 10:53:09 AM E:\WEB\Hudson\19\04\25\50000\0175\04\08\03\07\Rev\02\TM\1500\T\Roadway\VT\5-0002.DWG	

DATE		REVISIONS		DESCRIPTION	DATE	DESCRIPTION
<div><div>Kimley-Horn</div><div>Certificate of Authorization No. 696 License I, Almonac, P.E. License No. 12345 355 Alhambra, Suite 1400 Coral Gables, FL 33134</div></div>						
CITY OF SOUTH BAY						
COUNTY		FINANCIAL PROJECT ID				
PALM BEACH		440380-1-54-01				
SUMMARY OF DRAINAGE STRUCTURES						
SHEET NO.						7

SUMMARY OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SW 7TH AVE		SW 1ST ST		GRAND TOTAL	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
101-1	MOBILIZATION	LS						
102-1	MAINTENANCE OF TRAFFIC	LS						
103-1	SEEDING, BARRIERS	LF						
104-1	LET PROTECTION SYSTEM	EA	1970		2087		4057	
110-1	LET PROTECTION SYSTEM	EA	8		18		26	
110-2	LET PROTECTION SYSTEM	EA	2		2		35	
120-1	MAILBOX & SIGNAGE	EA	2		10		4813	
120-2	REGULAR EXCAVATION	EA	2655		1756		4411	
120-3	EMBANKMENT	EA	96		460		556	
145-2	GEOSYNTHETIC REINFORCED FOUNDATION OVER SOFT SOIL	EA	4818		4818		9636	
160-4	TYPE 8 STABILIZATION	EA	657		3357		4014	
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	EA	3357		3357		6714	
205-20-9	SUPPLEMENTARY ASPHALT CONC. TRAFFIC C	EA	3724		3724		7448	
334-1-13	INLETS, CURB TYPE P-5, < 10'	EA	4143		4143		8286	
425-1-351	INLETS, OT BOT, TYPE P-5, < 10'	EA	12		12		24	
425-2-61	MANHOLE, P-8, < 10'	EA	8		8		16	
425-4	INLET ADJUST	EA	12		12		24	
425-5	MANHOLE ADJUST	EA	12		12		24	
430-94-1	DESILT PIPE, 0-24"	EA	12		12		24	
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUNO, 18" SO	EA	1625		1185		2810	
515-1-2	PIPE HANDRAIL, GUARDRAIL, ALUMINUM	EA	12		12		24	
520-1-10	CONCRETE CURB & GUTTER, TYPE F	EA	2537		896		3433	
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	EA	1119		942		2061	
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	EA	1026		892		1918	
527-2	DETECTABLE WARNING	EA	257		257		514	
530-10-110	FENCING, TYPE A, 0.0-5.0, STANDARD	EA	325		800		1125	
570-1-2	PERFORMANCE TURF, SOD	EA	810		2334		3144	

NOTE:
ALL TEMPORARY PAVEMENT MARKING (PAINT) INCLUDED IN 102-1
PAY ITEM NOTES:
520-1-10 INCLUDES COST TO ADJUST INLET TOP TO MATCH CURB TOP ELEVATION, INCLUDES ALL COSTS AND ALL WORK ASSOCIATED WITH REMOVAL AND REPLACEMENT, WORK AND MATERIAL.
522-1 INCLUDES COST FOR NEW BASE AT LOCATIONS WHERE PROPOSED SIDEWALK ELEVATION IS HIGHER THAN EXISTING.
425-3 INCLUDES COST OF CORE DRILLING EXISTING MANHOLE TO CONNECT A NEW PIPE AT STA. 106+50.00.
ADDITIONAL PAY ITEM NOTES ARE PART OF GENERAL NOTES
SEE SIGNING AND PAVEMENT MARKINGS PLAN FOR SPECIFIC PAY ITEMS AND QUANTITIES

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
11/31/19	REVISED QUANTITIES			

Kimley-Horn Civil/Structural Engineers, Inc. P.E. License No. 20827 355 Alhambra, Suite 1400 Coral Gables, FL 33134		CITY OF SOUTH BAY FINANCIAL PROJECT ID 440390-154-01
SUMMARY OF QUANTITIES		
SHEET NO. 8		

UTILITIES NOTES

1. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY TWO (2) WORKING DAYS IN ADVANCE OF ANY EXCAVATION INVOLVING ITS UTILITIES SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT.
2. THE CONTRACTOR SHALL USE HAND DIGGING WHEN EXCAVATING NEAR EXISTING UTILITIES. EXTREME CAUTION SHALL BE EXERCISED BY THE CONTRACTOR WHILE EXCAVATING, INSTALLING, BACKFILLING AND COMPACTING AROUND UTILITIES AND HE/SHE WILL BE RESPONSIBLE FOR DAMAGE TO ANY UTILITY. COST TO BE INCLUDED IN RELATED BID FOR THE WORK BEING DONE.
3. AS DETERMINED BY THE ENGINEER, THE CONTRACTOR WILL HAND DIG THE FIRST FOUR FEET OF THE HOLE FOR THE SIGN POST FOUNDATION AT LOCATIONS WHERE UNDERGROUND UTILITIES ARE IN CLOSE PROXIMITY.
4. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW 48 HOURS 2 FULL WORKING DAYS IN ADVANCE OF BEGINNING CONSTRUCTION:
 - FLORIDA CITY GAS - MARIA LOPEZ 305-535-7753
 - COMCAST - TONY SPRINGSTEEL 305-935-3650
 - FDOT ITS - KATHERINE RICO 954-847-2680
 - CROWN CASTLE FIBER - DANNY HASKETT 786-610-7073
 - FLORIDA POWER & LIGHT - EDGAR AGUILAR 305-378-2634
 - LEVEL3 - MICHAEL NUÑEZ 720-880-0916
 - PALM BEACH CO. WATER UTILITIES - JACKIE MICHELIS 561-493-6116
 - AT&T - GARTH BEDWARD 561-357-6553
5. ABOVE AND BELOW GROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCING WORK IN THE PROJECT AREA. IF ANY UTILITY CONFLICTS ARE DISCOVERED BY THE CONTRACTOR, THEY WILL IMMEDIATELY BE BROUGHT TO THE ENGINEER'S ATTENTION, WHO SHALL COORDINATE THE NECESSARY ADJUSTMENTS.
6. THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT HAVE ELECTRIC, TELEPHONE, GAS, WATER AND OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN PLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANIES. THE ADDITIONAL COST OF EXCAVATING, INSTALLING BACKFILLING AND COMPACTING AROUND THESE LATERAL SERVICES MUST BE INCLUDED IN THE BID RELATED ITEM FOR THE WORK BEING DONE.
7. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES OVERHEAD OR UNDERGROUND POWER LINES AND OTHER UTILITIES.

8. THE CONTRACTOR SHALL COORDINATE THE UTILITIES TO ARRANGE RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, AS NECESSARY TO COMPLETE THE WORK. ANY COST INVOLVED IS TO BE BORNE BY THE CONTRACTOR.
9. CONTRACTOR IS RESPONSIBLE TO PAY FFL ALL FEES TO DE-ENERGIZE FFL FACILITY IF NEEDED FOR ANY REASON.
10. CONTRACTOR SHALL PREPARE ACCURATELY DIMENSIONED "AS-BUILT" PLANS OF ALL PROPOSED WORK. PLANS SHALL BE REVIEWED AND APPROVED BY ENGINEER. COST OF SUCH PREPARATION SHALL BE INCIDENTAL TO PAY ITEMS PROVIDED.
11. JACK AND BORE OPERATION IF USED SHALL MEET THE REQUIREMENTS OF FDOT'S UTILITY ACCOMMODATION GUIDE (LATEST EDITION).
12. FOR UTILITY ADJUSTMENT SYMBOLS SEE FDOT CADD MANUAL.

MAINTENANCE OF TRAFFIC NOTES

1. THE CONTRACTOR SHALL REMOVE OR COVER ANY EXISTING OR PROPOSED SIGNS WHICH CONFLICT WITH THE TRAFFIC CONTROL PLANS, WHEN THE CONFLICT NO LONGER EXISTS. THE CONTRACTOR SHALL RESTORE THE SIGNS TO THEIR ORIGINAL POSITION.
2. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT ARE TO BE TEMPORARILY RELOCATED DURING CONSTRUCTION, AND KEPT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLES.
3. ANY DIRECTIONAL ARROWS, PAVEMENT MESSAGES OR STRIPING REMOVED BY THE CONTRACTOR'S OPERATION SHALL BE REPLACED AT THE END OF EACH DAY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE EXISTING SIGNS WITHIN THE CONSTRUCTION LIMITS. A LIST OF THE EXISTING SIGNS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO THE BEGINNING OF CONSTRUCTION. ANY SIGNS WHICH ARE TO BE REMOVED SHALL BE DISPOSED OF BY THE CONTRACTOR.
5. ANY EXISTING SIGN THAT IS DISTURBED DURING CONSTRUCTION SHALL BE RESET TO CURRENT STANDARDS FOR HEIGHT, OFFSET AND METHOD OF INSTALLATION AT NO ADDITIONAL COST TO THE CITY.
6. THE CONTRACTOR SHALL REFURBISH ANY EXISTING PAVEMENT MARKINGS BEYOND THE LIMITS OF ASPHALT CONSTRUCTION DAMAGED DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL COORDINATE WITH THE FOLLOWING ENTITIES PRIOR TO CONSTRUCTION TO ADDRESS SCHEDULE OF TRAFFIC CONTROL: PALM BEACH COUNTY, CITY OF SOUTH BAY, AND FDOT.
8. THROUGHOUT THE PROJECT LIMITS, PEDESTRIAN, BICYCLE AND WHEELCHAIR TRAFFIC WILL BE MAINTAINED ON AT LEAST ONE SIDE OF THE PROJECT AT ALL TIMES. THE TRAVEL PATH WILL BE A MINIMUM OF 4 FEET WIDE, SMOOTH BUT NOT SLICK, WITH A WATERPROOF SURFACE, RIMMED AS NECESSARY FOR CONTINUITY. TEMPORARY TRAVEL PATHS WILL CONSIST OF 2" OF HOT MIX ASPHALT. COST INCLUDED IN PAY ITEM 102-1.
9. WHERE SAFE PEDESTRIAN ACCESS/WALKWAYS CANNOT BE PROVIDED, PEDESTRIANS SHOULD BE DIRECTED TO ALTERNATIVE ROUTES BY APPROPRIATE TRAFFIC CONTROL DEVICES. PEDESTRIAN TRAFFIC SHALL BE GUIDED/MAINTAINED USING APPROVED WARNING LIGHTS, SIGNING, AND CHANNELIZATION DEVICES. SUCH CONTROL DEVICES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MUTCD SECTIONS ON WORK ZONE TRAFFIC CONTROL FOR PEDESTRIANS AND CHAPTER 6D, PEDESTRIAN AND WORKER SAFETY. THE COST IS TO BE INCLUDED IN PAY ITEM NO. 102-1, MAINTENANCE OF TRAFFIC.
10. AT THE DISCRETION OF THE ENGINEER, IF A LANE CLOSURE CAUSES EXTENDED CONGESTION OR DELAY, THE CONTRACTOR SHALL BE DIRECTED TO REOPEN THE CLOSED LANE(S) UNTIL SUCH A TIME THAT THE TRAFFIC FLOW HAS RETURNED TO AN ACCEPTABLE LEVEL.
11. THE LENGTH OF OPEN TRENCH SHALL NOT EXCEED 500 FEET. ALL TRENCHES SHALL BE BACKFILLED COMPLETELY TO PROVIDE SAFE CROSSING BY THE END OF EACH WORK DAY OR WHENEVER THE WORK ZONE BECOMES INACTIVE. AS AN OPTION, PROPERLY ANCHORED VEHICULAR BEARING PLATES MAY BE INSTALLED TO PROVIDE SAFE CROSSINGS AT THE CONTRACTOR'S EXPENSE.
12. LANE CLOSURES FOR CONSTRUCTION OF PEDESTRIAN RAMPS AND SIDEWALKS SHALL NOT EXTEND BEYOND THE LIMITS OF THESE IMPROVEMENTS EXCEPT TO PROVIDE A SAFE TRANSITION AREA ON THE APPROACH TO THE WORK ZONE. THE ENGINEER SHALL ADJUST THE LENGTH OF THE LANE CLOSURE AT HIS DISCRETION. COST TO ADJUST PEDESTRIAN RAMPS AND SIDEWALK TRANSITIONS DURING CONSTRUCTION, AS NOTED, SHALL BE INCLUDED IN PAY ITEM NO. 102-1 MAINTENANCE OF TRAFFIC.
13. THE CONTRACTOR SHALL IMPLEMENT SIDE STREET DETOUR ONLY WHEN SIDE STREET IS BLOCKED BY ACTIVE CONSTRUCTION ACTIVITIES. SIDE STREET ACCESS SHALL BE MAINTAINED AT ALL OTHER TIMES.

Exhibit C

DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley-Horn

Certificate of Authorization No. 096
 License No. 10022
 355 N.W. 10th Ave.
 Coral Gables, FL 33134

CITY OF SOUTH BAY

COUNTY FINANCIAL PROJECT ID
 PALM BEACH 440380-5-54-01

GENERAL NOTES

SHEET NO. 9

- ## INSTALLATION.

Exhibit C

38. APPLY SHOULDER TREATMENT TO ANY DROP-OFF CONDITIONS PER INDEX 102-600 PRIOR TO THE END OF THE WORK PERIOD.
 39. THE MINIMUM LANE WIDTH SHALL BE 10 FEET.
 40. PROVIDE AT LEAST ONE SAFE, WALKABLE PATH THROUGHOUT THE CONSTRUCTION ZONE. IF THE EXISTING CURRENT WALKING SURFACES CANNOT BE MAINTAINED, THEN A TEMPORARY PATH, A MINIMUM OF 4 FEET WIDE, SHALL BE PROVIDED AND DELINEATED. TEMPORARY PATHS SHALL BE DELINEATED BY A 5 FOOT HIGH ORANGE CONSTRUCTION FENCE FOR THE ENTIRE LENGTH OF THE TEMPORARY WALK PATH. THE PATH SHALL MEET ALL ADA REQUIREMENTS. THE CONTRACTOR SHALL ALSO INSTALL OR MODIFY ANY ADDITIONAL PAVEMENT, SIGNING, MARKINGS OR PEDESTRIAN SIGNALS AS NEEDED IN CONJUNCTION WITH THE TEMPORARY PATH.
 41. EXISTING SIDEWALK, PEDESTRIAN, BICYCLE AND WHEEL CHAIR TRAFFIC MUST REMAIN USABLE AND ACCESSIBLE. OR ALTERNATE ACCESSIBLE PATHS MUST BE PROVIDED. THEY SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT THE PROJECT LIMITS.
 42. SIGNS SHALL BE COVERED WHEN NOT IN COMPLIANCE WITH OR IN CONFLICT WITH PAVEMENT MARKINGS.

EROSION CONTROL NOTES

 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF STORM WATER FROM THE ROADWAYS UTILIZED FOR MAINTAINING TRAFFIC IN A MANNER APPROVED BY THE ENGINEER. COST TO BE INCLUDED IN PAY ITEM NO. 102-1 MAINTENANCE OF TRAFFIC
 2. ALL EROSION AND SEDIMENT CONTROL ITEMS SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
 3. TAKE MEASURES TO ENSURE TO CLEANUP OF SEDIMENT THAT HAS BEEN TRACKED BY CONSTRUCTION VEHICLES WITHIN THE PROJECT LIMITS. INSTALL EROSION CONTROL DEVICES TO ENSURE SEDIMENT DOES NOT ENTER THE EXISTING OR PROPOSED DRAINAGE SYSTEMS AND ADJACENT PROPERTIES.
 4. ALL DISTURBED AREAS WITHIN THE PROJECT LIMITS ARE TO BE SODDED. THE REPLACEMENT SOD SHALL BE OF THE SAME TYPE AS THE EXISTING SOD ALL AREAS OUTSIDE OF THE CLEARING AND GRUBBING LIMITS THAT ARE DISTURBED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTORS EXPENSE
 5. ALL EXISTING DRAINAGE STRUCTURES SHALL BE PROTECTED FROM SEDIMENTATION DURING CONSTRUCTION OPERATIONS ACCORDING TO THE FLA. DEP. EROSION AND SEDIMENTATION CONTROL INSPECTOR MANUAL, SECTION 4.5 STORM DRAIN INLET PROTECTION.
 6. THE CONTRACTOR SHALL INCLUDE FURNISHING EQUIPMENT AND LABOR NECESSARY TO DESILT AND CLEAN OUT ALL EXIST DRAINAGE PIPES, INLETS, MANHOLES, AND OUTFALLS WITHIN PROJECT LIMITS, AND ALSO TO DISPOSE OF ALL SILT AND DEBRIS REMOVED. 430-94-1 PAY ITEM INCLUDES ALL COSTS ASSOCIATED WITH DE-SILTING MANHOLES, JUNCTION BOXES, & INLETS CONNECTED WITH DRAINAGE PIPES TO BE DE-SILTED.

ENVIRONMENTAL NOTES

 1. THE CONTRACTOR IS ADVISED THAT ANY DEWATERING WITHIN ONE MILE OF AN EPA SUPER FUND SITE OR A LANDFILL REQUIRES A GENERAL OR INDIVIDUAL WATER USE PERMIT FROM THE SFMWD. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE IF CONSTRUCTION LIES WITHIN THESE LIMITS AND TO ACQUIRE ALL NECESSARY PERMITS. THE LOCATION OF KNOWN EPA SUPER FUND SITES AND LANDFILLS NEAR THE PROJECT LIMITS ARE ACCESSIBLE FROM THE FOLLOWING SOURCES: ENVIRONMENTAL PROTECTION AGENCY, [HTTP://WWW.EPA.GOV/ENVIRO/CLEANUPS/](http://www.epa.gov/enviro/cleanups/).
 2. ALL ACTIVITIES REQUIRING PUMPING OF GROUNDWATER OR SURFACE WATER WILL NEED TO BE COORDINATED WITH THE CITY ENGINEER TO INSURE ALL ASPECTS OF THE NPDES PERMIT REQUIREMENTS ARE FULFILLED. A SFMWD GENERAL DEWATERING PERMIT MAY BE REQUIRED. AN ADDITIONAL PERMIT MAY BE NEEDED DEPENDENT UPON THE CONTRACTORS' APPROACH TO CERTAIN ASPECTS OF THE PROJECT.
 3. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE IF THE CORRIDOR IS WITHIN THE CORN FORAGING AREA FOR WOOD STORK, A FEDERALLY PROTECTED SPECIES. PERMIT
 4. THE CONTRACTOR SHALL TAKE ALL THE NECESSARY PRECAUTIONS TO AVOID ANY IMPACTS TO WETLANDS.

MISCELLANEOUS NOTES

 1. BENCHMARK ELEVATIONS SHOWN ON PLANS ARE NAVD-88
 2. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED.
 3. SEVEN COPIES OF SHOP DRAWINGS AND DESIGN DATA SHALL BE SUBMITTED TO THE ENGINEER OF RECORD WITH A COPY OF THE SUBMITTAL LETTER SENT TO THE EOR. ALLOW A 15 DAY TURNAROUND FOR SUBMITTALS.
 4. THE CONTRACTOR SHALL BE ADVISED THAT OTHER PROJECTS MAY BE UNDER CONSTRUCTION CONCURRENTLY WITH THIS PROJECT AND THAT COORDINATION EFFORTS MAY BE NECESSARY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE CONSTRUCTION SCHEDULE AND FOR THE AMOUNT OF COORDINATION REQUIRED. THE CONTRACTOR SHALL COORDINATE ANY AND ALL CONSTRUCTION ACTIVITIES AND TRAFFIC CONTROL PHASES WITH ANY CONTRACTOR WITH OR ADJACENT TO THE PROJECT LIMITS.
 5. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED.
 6. THE CONTRACTOR SHALL VERIFY STRUCTURE ORIENTATION PRIOR TO PLACEMENT. STRUCTURES OF INCORRECT ORIENTATION SHALL BE REPLACED AT CONTRACTORS EXPENSE. THE CONTRACTOR SHALL VERIFY THAT ALL STRUCTURES ARE SET TO ELEVATIONS THAT WILL MEET VERTICAL CLEARANCE REQUIREMENTS SPECIFIED IN FOOT, METER, AND STANDARDS PRIOR TO INSTALLING STRUCTURAL MATERIAL. IF A DISCREPANCY IS FOUND, CONTACT THE ENGINEER.
 7. THE CONTRACTOR SHALL BE AWARE OF, AND COMPLY WITH MUNICIPAL ORDINANCES GOVERNING THE DAYS AND TIMES CONSTRUCTION ACTIVITY IS PERMITTED.
 8. NOTHING IN THE GENERAL NOTES OR SPECIAL PROVISIONS SHALL RELIEVE THE CONTRACTOR FROM THEIR RESPONSIBILITIES TOWARD THE SAFETY AND CONVENIENCE OF THE GENERAL PUBLIC AND THE RESIDENCES ALONG THE PROPOSED CONSTRUCTION AREA.
 9. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE OF COMMENCEMENT, VIA EMAIL, TO CITY OF SOUTH BAY. NOTICE SHALL INCLUDE THE DATE OF COMMENCEMENT, LOCATION AND TYPE OF WORK & INFORMATION REGARDING ANY MALFUNCTIONING SIGNAL EQUIPMENT.
 10. CONTRACTOR SHALL COORDINATE AND ADJUST THE TRAFFIC CONTROL LAYOUT SO THAT IT IS COMPATIBLE WITH ANY ADJACENT CONSTRUCTION PROJECT AS DIRECTED BY THE ENGINEER.
 11. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT MILLED MATERIAL FROM ENTERING THE DRAINAGE SYSTEM. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING EXISTING AND NEW INLETS CLEAN OF MILLING MATERIAL, LIMESTOCK, DEBRIS DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE CITY.
 12. CONTRACTOR SHALL NOTIFY FLORIDA HIGHWAY PATROL, LOCAL SHERIFF DEPARTMENT AND AMBULANCE SERVICES IN WRITING 14 BUSINESS DAYS IN ADVANCE OF LANE CLOSURES.

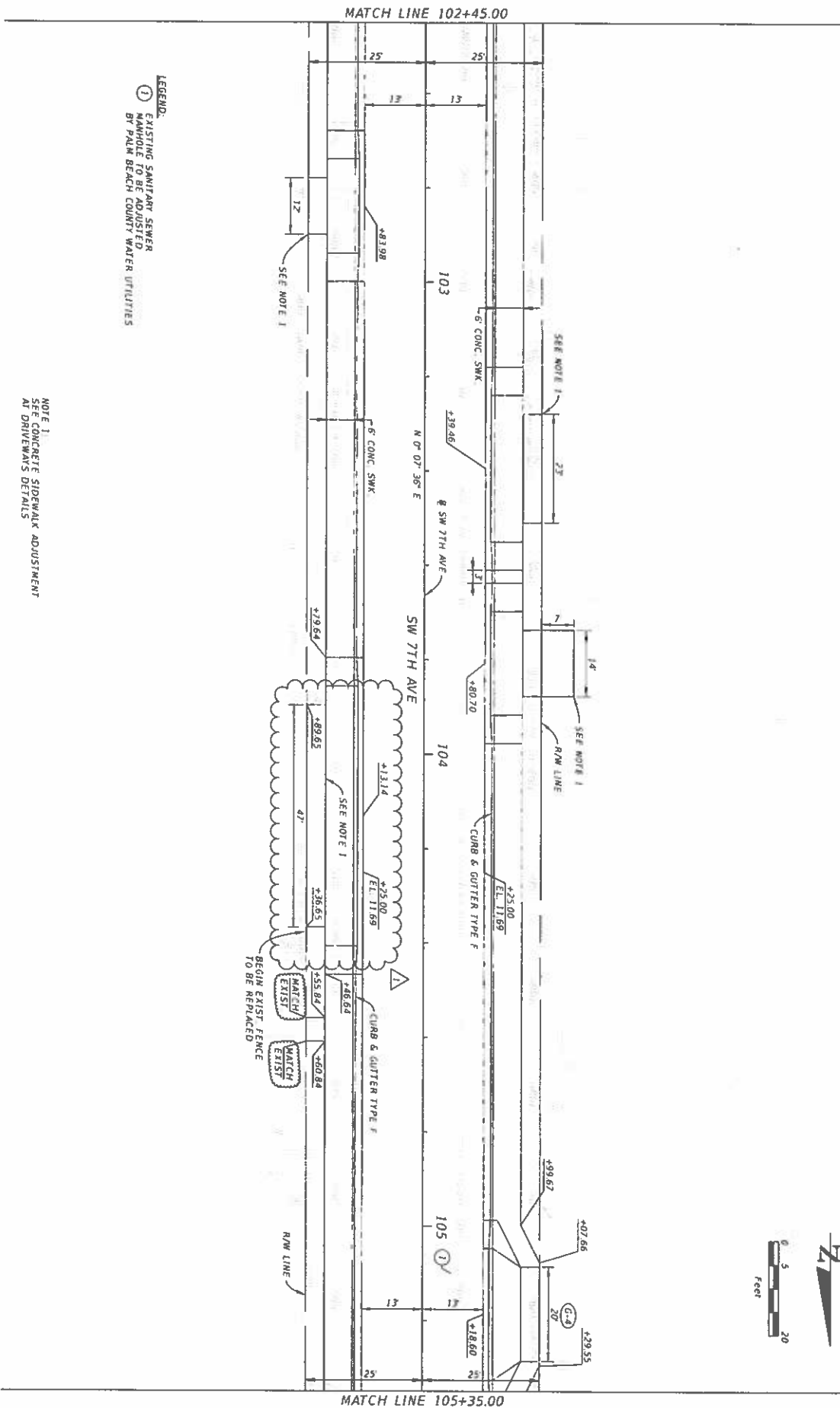
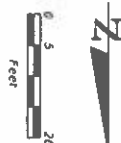
REVISIONS		DESCRIPTION	DATE	DESCRIPTION
DATE	DESCRIPTION			
<div>  Kimley-Horn Certificate of Authorization No. 6965 Leonie I. Rasmussen, P.E. P.E. License No. 708822 355 Alhambra, Suite 1400 Coral Gables, FL 33134 </div>				
CITY OF SOUTH BAY			GENERAL NOTES	
COUNTY	FINANCIAL PROJECT ID			
PALM BEACH	440390-3-54-01			
			SHEET NO.	
			11	

13. ALL AREAS DESIGNATED FOR PAVEMENT REMOVAL WILL BE SAWCUT AT THE LIMITS OF REMOVAL ADJACENT TO THE EXISTING PAVEMENT WHICH IS TO REMAIN.
14. TRUNCATED DOMES SHALL BE APPLIED / RETROFITTED TO ALL EXISTING AND PROPOSED SIDEWALKS AT ALL PAVED CROSSINGS. PER INDEX 522-002 AND 522-001.
15. THE CONTRACTOR SHOULD BE AWARE THAT BETWEEN THE LIMITS OF WHERE THE BASE MAY BE EXPOSED, ANY FILLED MATERIAL THAT INCLUDES LIMENOCK BASE AGGREGATE, WILL NOT BE ALLOWED TO BE USED IN RECYCLED ASPHALT PAVEMENT (RAP) OR ANYWHERE ELSE ON THIS PROJECT. THIS MATERIAL SHOULD BE DISPOSED OF BY THE CONTRACTOR IN AREAS THAT THEY PROCURE AT THEIR OWN EXPENSE
16. 101-1 - INCLUDES ALL COSTS RELATED TO STAGING AREAS AND COMPLIANCE WITH PERMIT CONDITIONS.
17. 520-1-10, TYPE F - INCLUDES THE COST OF CONSTRUCTING 4" THICK CURB PAD RESTORATION OF EXISTING ROADWAY ADJACENT TO NEW CURB REMOVAL AND DISPOSAL OF EXISTING CURB WILL BE INCLUDED IN THE COST.
18. 522-1 - INCLUDES ALL MATERIAL AND LABOR REQUIRED WHEN RE-GRADING SLOPES BEHIND RECONSTRUCTED SIDEWALK AREAS. REMOVAL AND DISPOSAL OF THE EXISTING SIDEWALK OR DRIVEWAY WILL BE INCLUDED IN THE COST.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
<div style="display: flex; justify-content: space-between;"> <div> <p>Kimley-Horn</p> <p>Consulting & Engineering Inc. 696 P.E. License No. 70822 355 Alhambra, Suite 1400 Coral Gables, FL 33134</p> </div> <div> <p>CITY OF SOUTH BAY</p> <p>COUNTY: FINANCIAL PROJECT ID:</p> <p>PALM BEACH 440390-154-01</p> </div> </div>				
<p>GENERAL NOTES</p>				<p>SHEET NO. 12</p>



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 6JG15-23 004. F A C



LEGEND:
 ① EXISTING SANITARY SEWER
 MANHOLE TO BE ADJUSTED
 BY PALM BEACH COUNTY WATER UTILITIES

NOTE 1:
 SEE SHEET 14 FOR
 CONCRETE SIDEWALK ADJUSTMENT
 AT DRIVEWAYS DETAILS

Kimley-Horn
 CERTIFICATE OF AUTHORIZATION NO. 696
 ENGINEER IN CHARGE, P.E.
 35 S. PALM BLVD., SUITE 200
 CAVALIERS, FL 33124

CITY OF SOUTH BAY
 COUNTY
 FINANCIAL PROJECT ID
 4403901-54-01

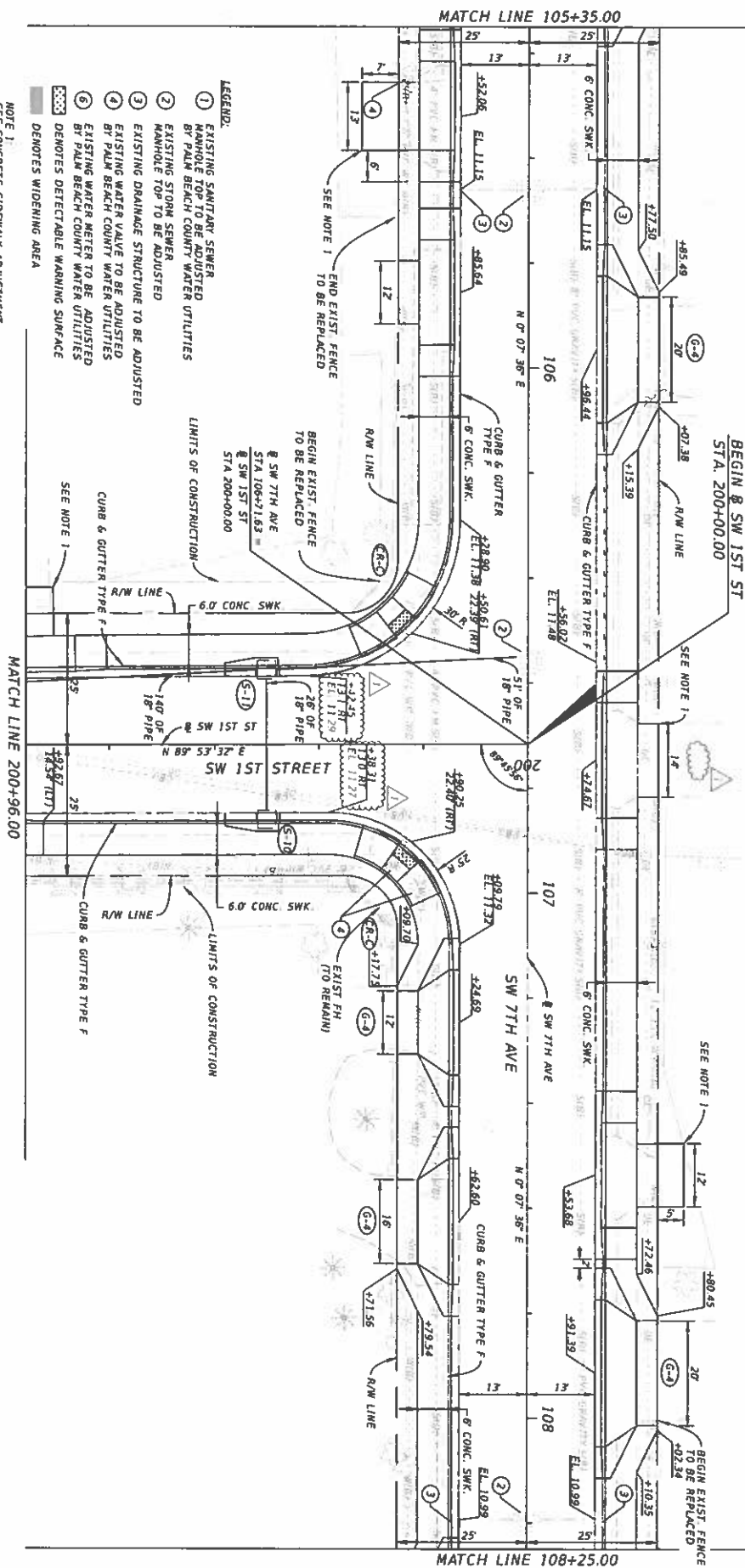
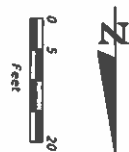
ROADWAY PLAN

SHEET
 NO.
 14

(S-1) CONST. CURB INLET TYPE 5
STA. 200+50.00 (13.00 RT.)
8" SW 1ST ST
FIN. ELEV. 11.70
INDEX NOS. 425-041

(S-10) CONST. CURB TYPE 5
STA. 200+50.00 (13.00 LT.)
8" SW 1ST ST
FIN. ELEV. 11.70
INDEX NOS. 425-041

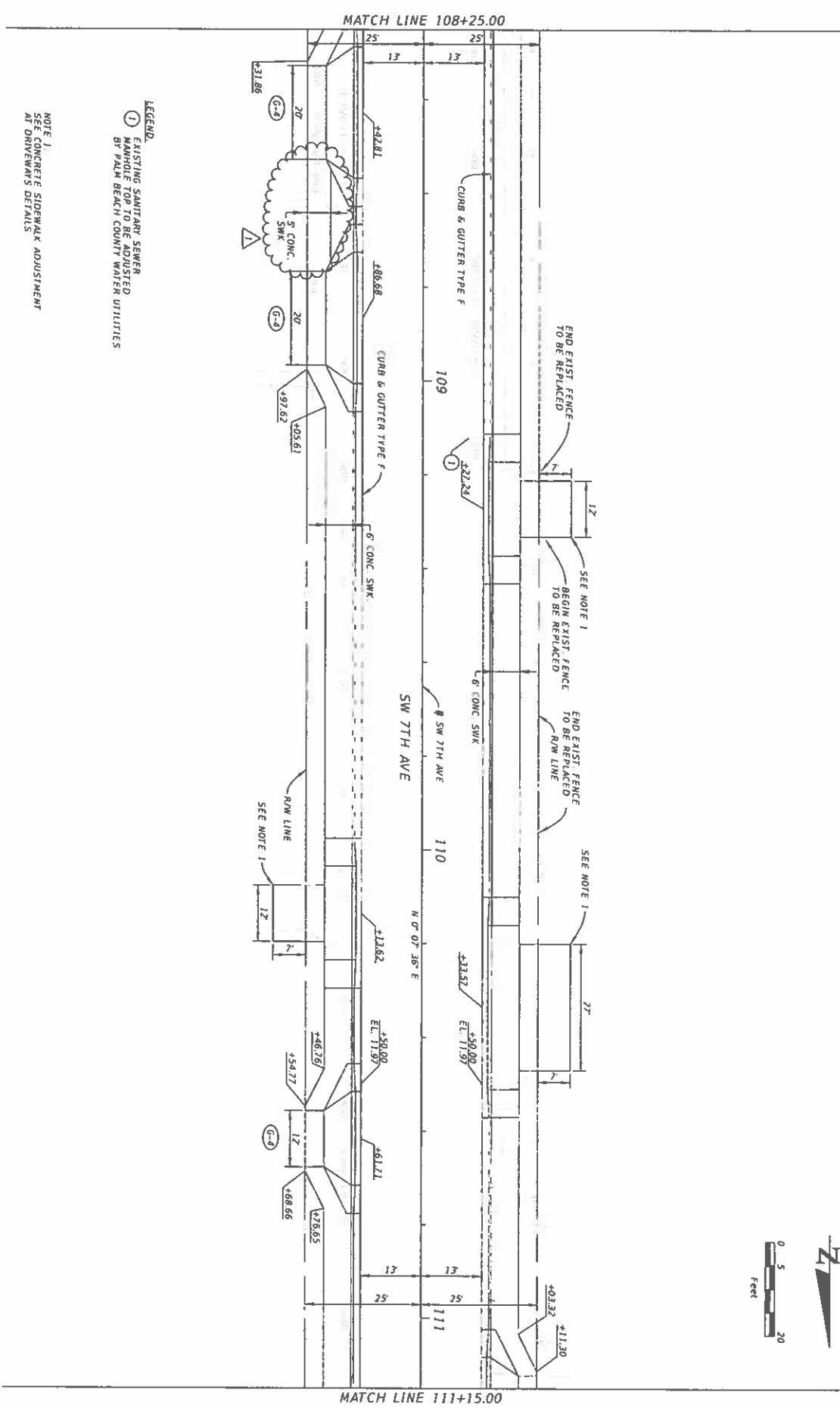
EXIST. NH
STA. 106+56.02 (10.08 LT.)
8" SW 7TH AVE
STRUCTURE
FIN. ELEV. 11.74
FL. 6.80



- LEGEND:**
- 1 EXISTING SANITARY SEWER MANHOLE TOP TO BE ADJUSTED BY PALM BEACH COUNTY UTILITIES
 - 2 EXISTING STORM SEWER MANHOLE TOP TO BE ADJUSTED
 - 3 EXISTING DRAINAGE STRUCTURE TO BE ADJUSTED
 - 4 EXISTING WATER VALVE TO BE ADJUSTED BY PALM BEACH COUNTY UTILITIES
 - 5 EXISTING WATER METER TO BE ADJUSTED BY PALM BEACH COUNTY UTILITIES
 - 6 DEMOTES DETECTABLE WARNING SURFACE
 - DEMOTES WIDENING AREA

NOTE 1:
SEE CONCRETE SIDEWALK ADJUSTMENT AT DRIVEWAYS DETAILS

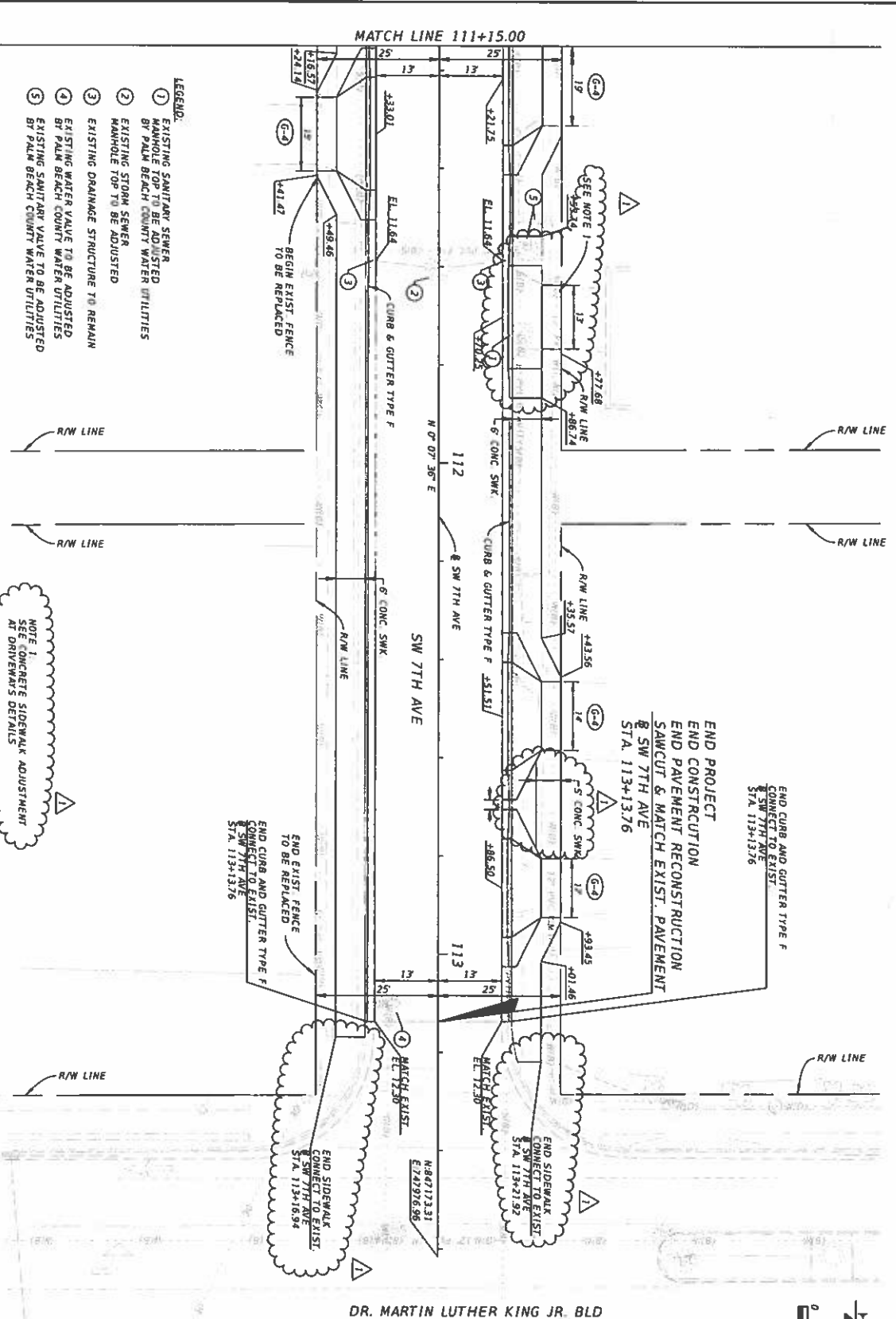
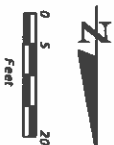
DATE		REVISIONS	
DESCRIPTION		DATE	DESCRIPTION
1/31/19			
△ REVISED LABEL AND ELEVATION			
<div><div><div><div>Certificate of Authorization No. 696</div><div>P.E. License No. 70422</div><div>355 Alhambra, Suite 1400</div><div>Coral Gables, FL 33134</div></div></div></div>			
CITY OF SOUTH BAY			
COUNTY		FINANCIAL PROJECT ID	
PALM BEACH		440390-154-01	
ROADWAY PLAN			
SHEET NO.		15	



LEGEND:
 ① EXISTING SANITARY SEWER
 MANHOLE TOP TO BE ADJUSTED
 BY PALM BEACH COUNTY WATER UTILITIES

NOTE 1:
 SEE CONCRETE SIDEWALK ADJUSTMENT
 AT DRIVEWAYS DETAILS

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	CITY OF SOUTH BAY	FINANCIAL PROJECT ID	SHEET NO.
11/31/19	REVISED SIDEWALK						16
				Kimley-Horn Certificate of Authorization No. 096 P.E. License No. 70822 355 Alhambra, Suite 1400 Coral Gables, FL 33134			
				COUNTY: PALM BEACH ROADWAY PLAN			



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	CITY OF SOUTH BAY	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
1/31/19	REVISED DRIVEWAY REVISED SIDEWALK AND ADDED NOTE				Kimley-Horn Certified Professional Engineer No. 696 P.E. License No. 70822 355 Alhambra, Suite 1600 Coral Gables, FL 33134	PALM BEACH	440390-1-54-01	17

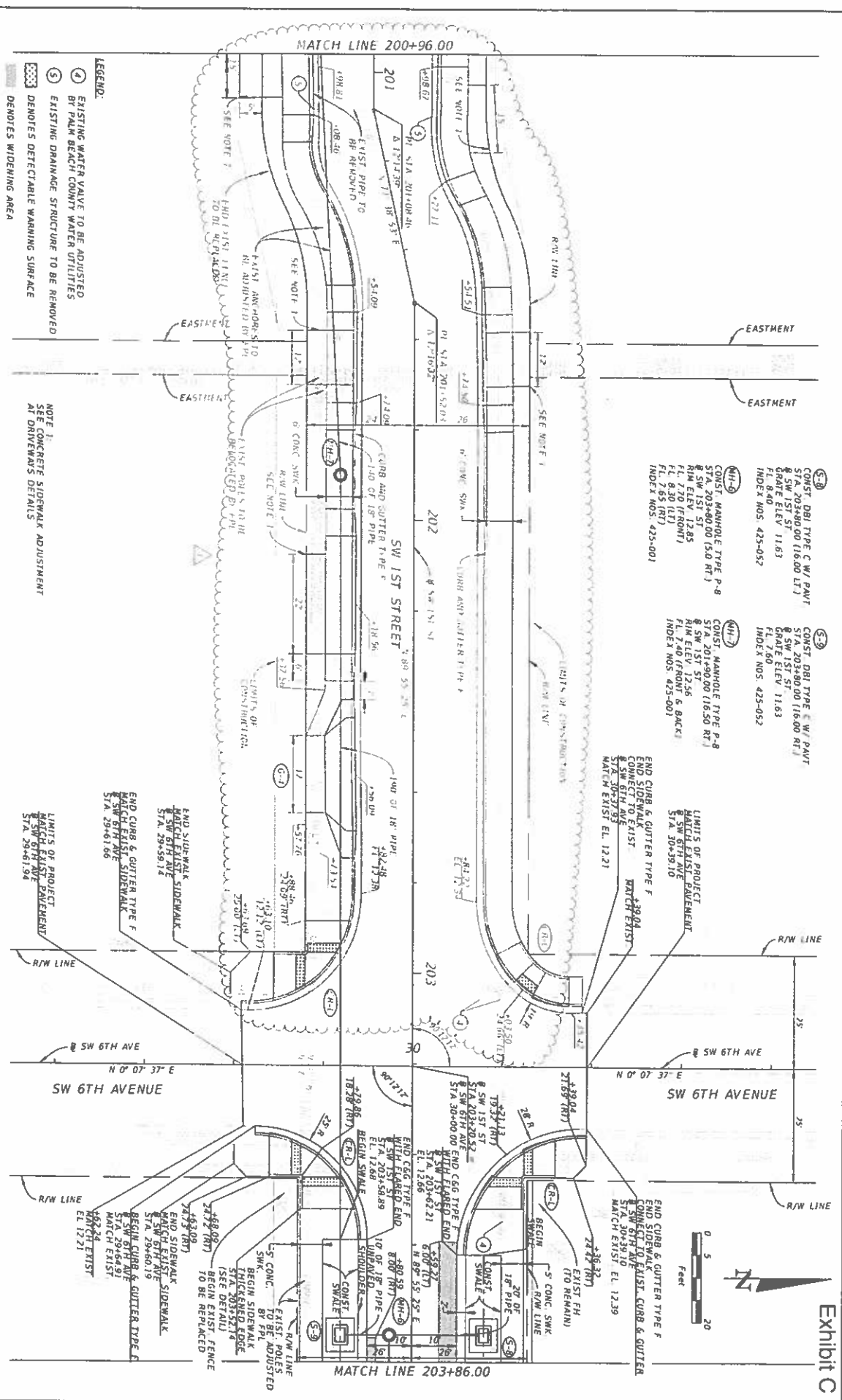
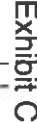


Exhibit C

DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	
 <p>Kimley-Horn Certificate of Authorization No. 556 License I. Almonte, P.E. P.E. License No. 70822 355 Alhambra, Suite 1400 Coral Gables, FL 33134</p>									
CITY OF SOUTH BAY					ROADWAY PLAN				
COUNTY		FINANCIAL PROJECT ID		SHEET NO.					
PALM BEACH		440390-1-54-01		18					



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ROADWAY PLAN

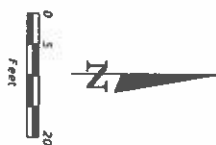
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STA. 208+90.00 (16.00 RT.)
P.W. 15' ST
GRADE ELEV. 11.46
INDEX NOS. 425-052

(53) CONST DBI TYPE C W/ PAINT
STA. 207+50.00 (16.00 LT.)
P.W. 15' ST
GRADE ELEV. 11.03
INDEX NOS. 425-052

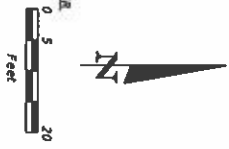
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P.W. 15' ST
GRADE ELEV. 11.03
INDEX NOS. 425-052

(4M3) CONST. MANHOLE TYPE P-B
STA. 208+90.00 (3.0 RT.)
P.W. 12.25
RM ELEV 12.25
FL. 8.10 (FRONT & BACK)
F.L. 8.20 (LT & RT)
INDEX NOS. 425-001

(4M3) CONST. MANHOLE TYPE P-B
STA. 208+90.00 (3.0 RT.)
P.W. 12.25
RM ELEV 12.25
FL. 8.25 (FRONT & BACK)
F.L. 8.80 (LT & RT)
INDEX NOS. 425-001



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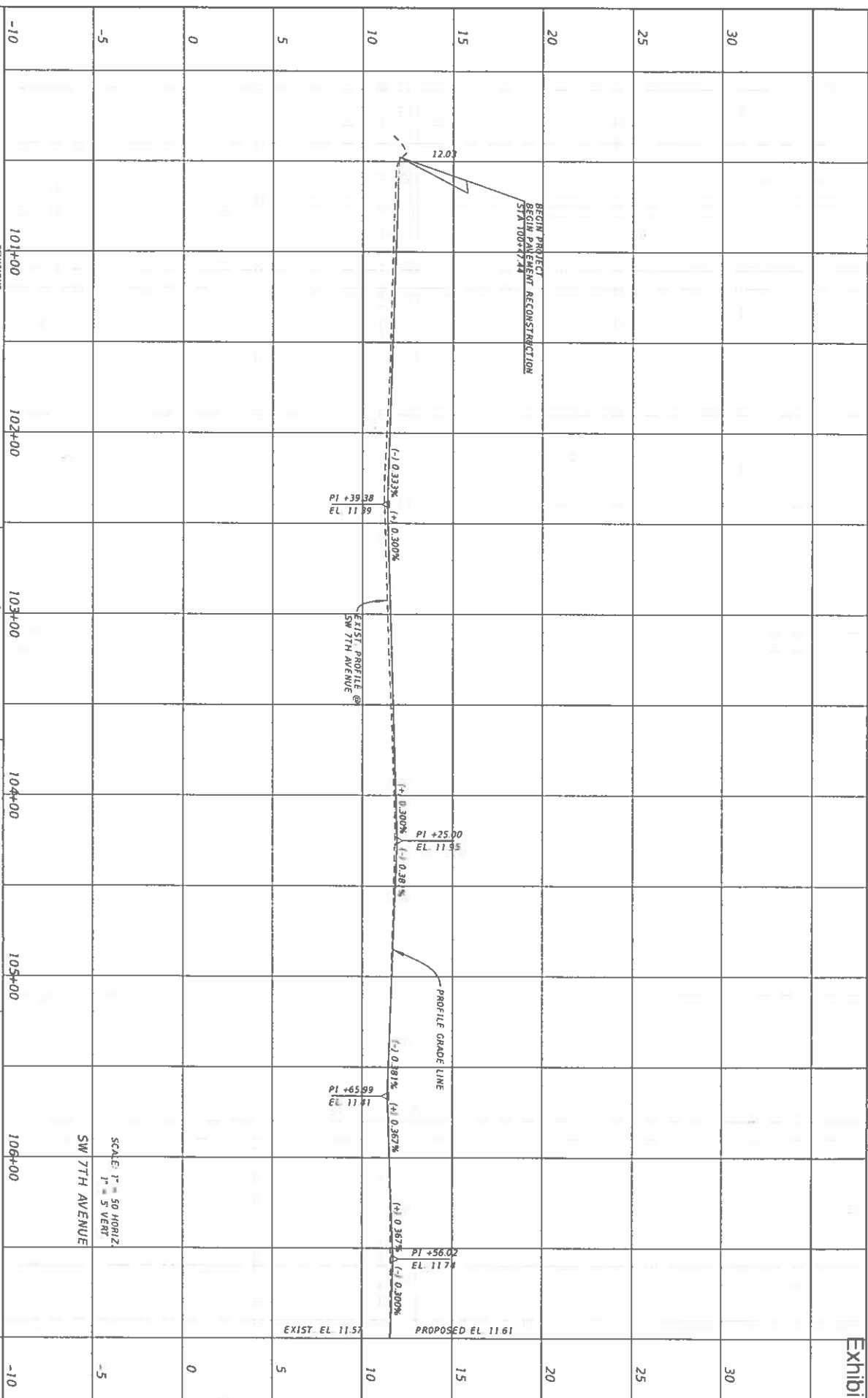
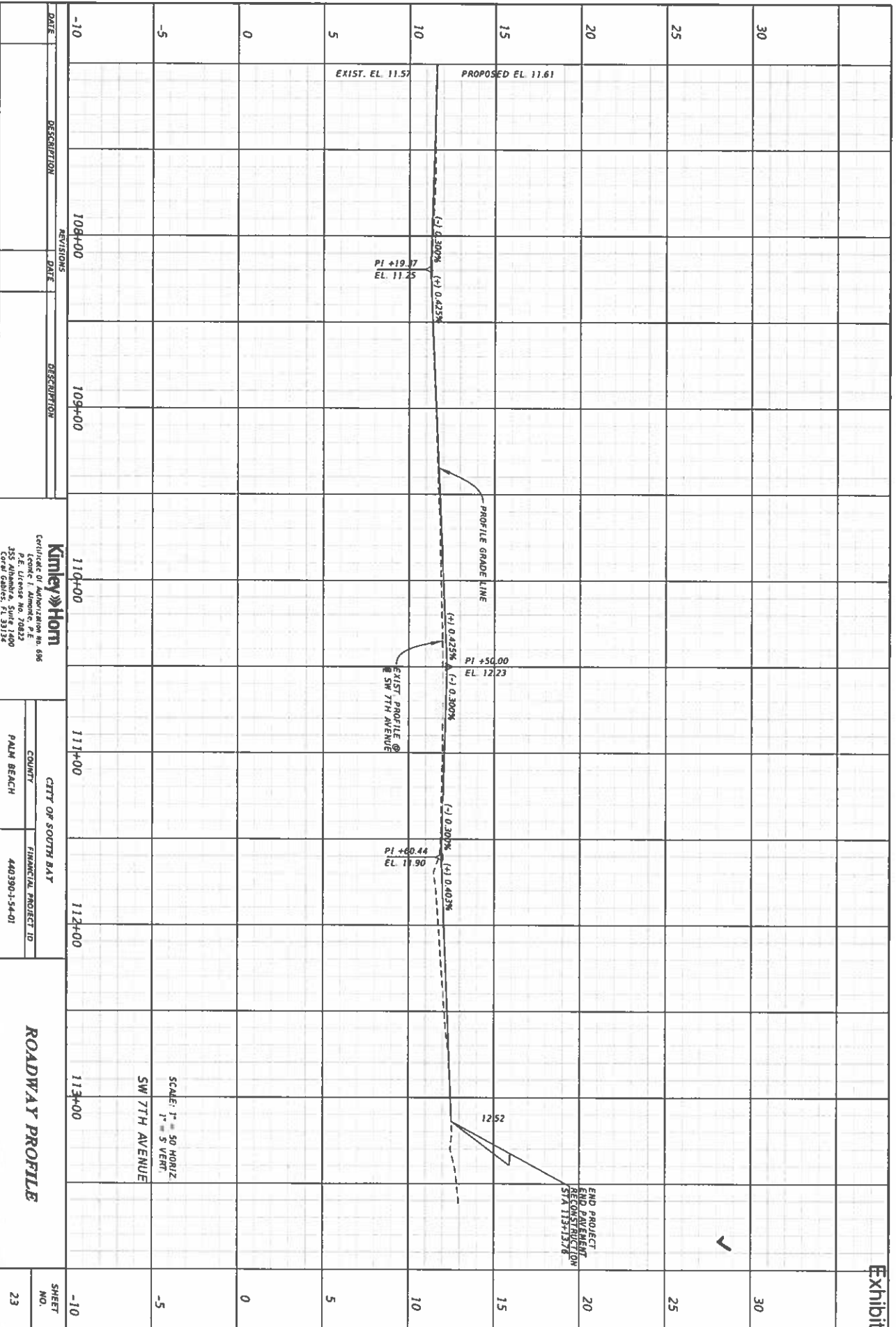
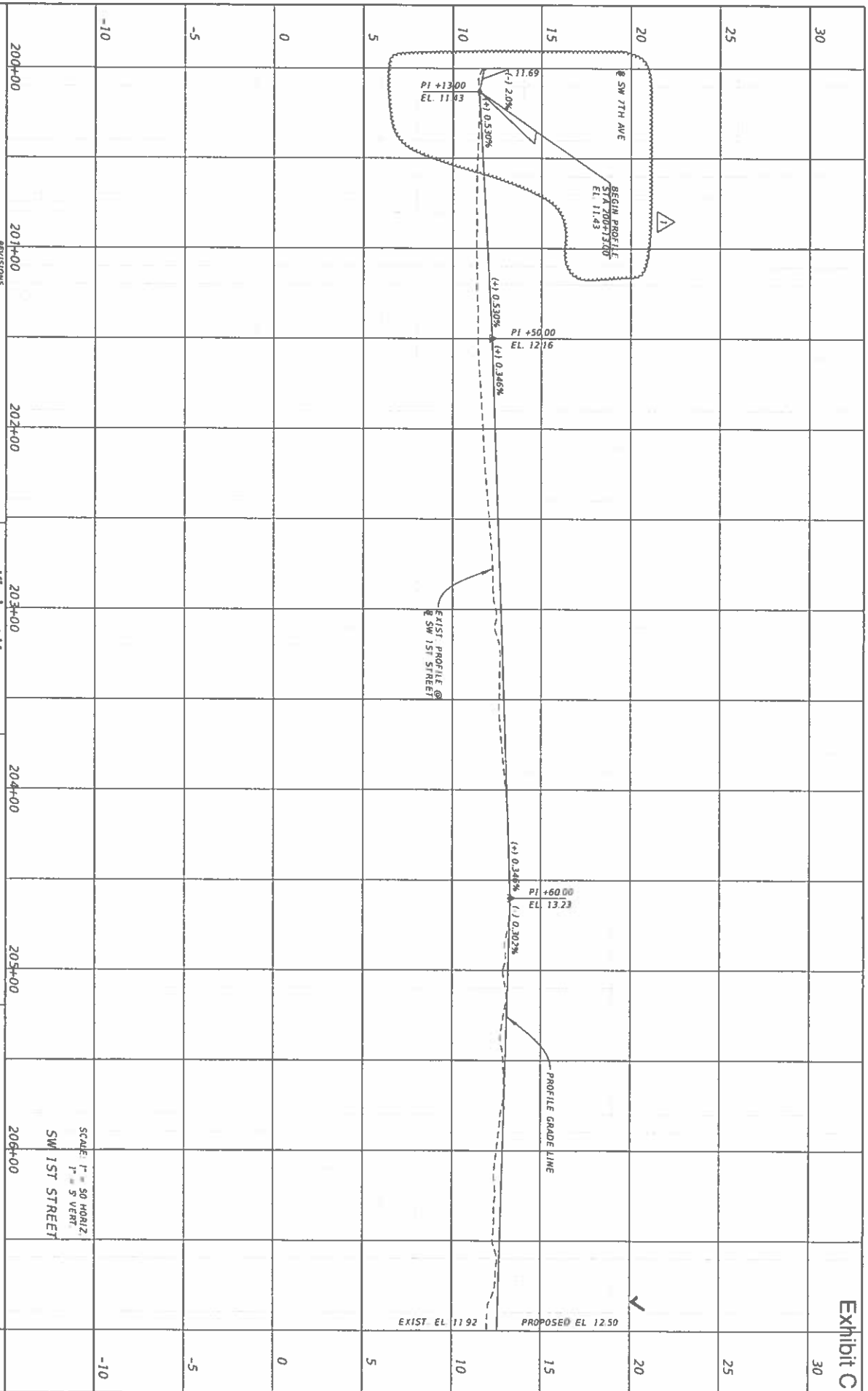


Exhibit C

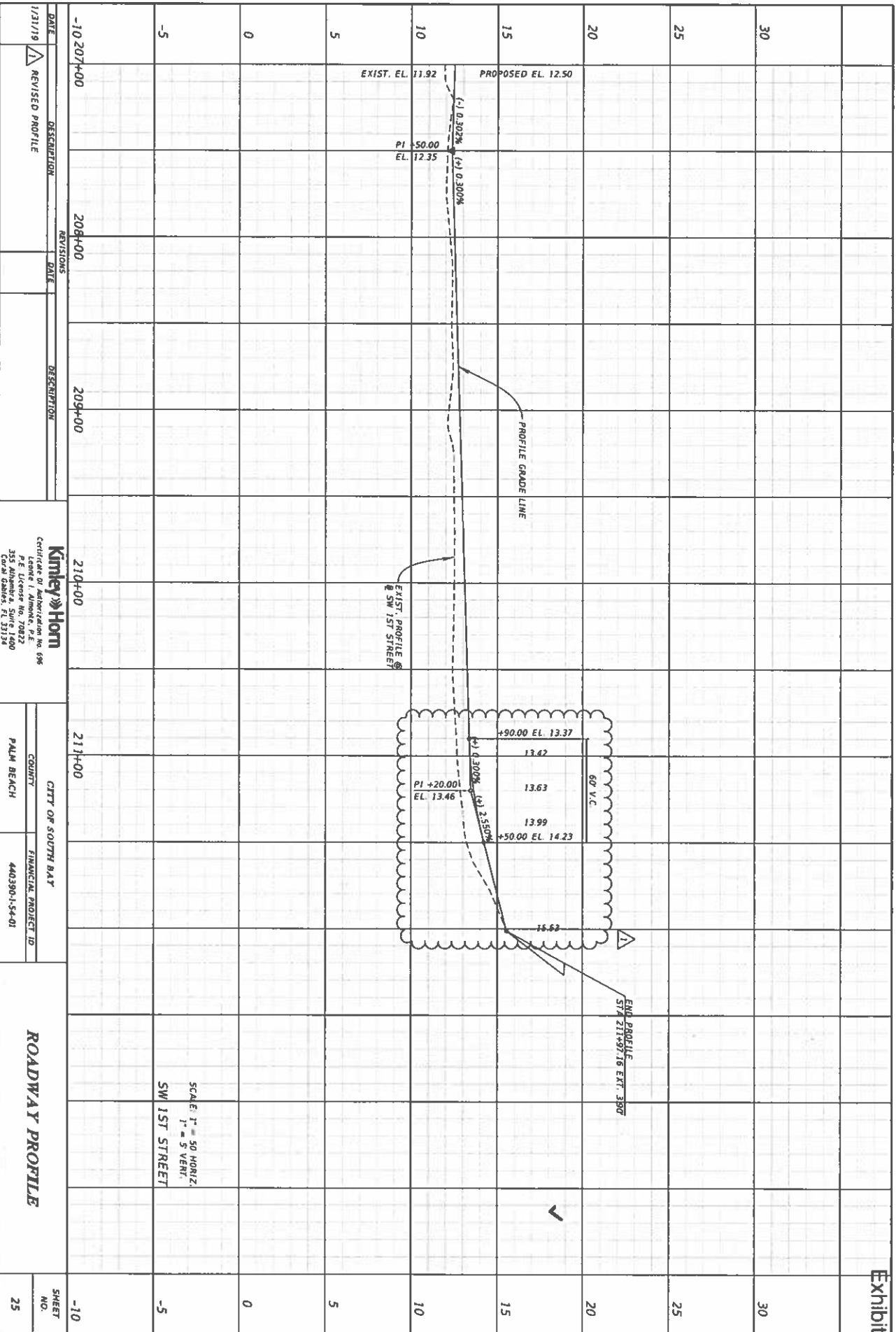


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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	CITY OF SOUTH BAY	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
1/31/19	REVISIED PROFILE				Kimley-Horn Certificated Professional Engineer No. 696 355 Alhambra, Suite 1400 Coral Gables, FL 33134	PALM BEACH	440390-154-01	24



- 1.0 SITE DESCRIPTION:**
- 1.A. NATURE OF CONSTRUCTION ACTIVITY:**
THE PROJECT IS THE RECONSTRUCTION OF SW 3TH AVE AND SW 1ST ST. THIS INVOLVES CONSTRUCTING A ROADWAY SURFACE, CURB AND GUTTER, SIDEWALK, AND UNDERGROUND STORM DRAIN SYSTEMS.
- 1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:**
IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER. THE CONTRACTOR SHALL CONTROL EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.
- FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING ANY OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVED PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.
- 1.1. STORM DRAIN CONSTRUCTION:** CONSTRUCT THE STORM DRAIN PIPE IN THE UPSTREAM DIRECTION.
- 1.2. EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF ROADWAY, GRAVITY WALL, CURB, SUBGRADE, BASE, PAVEMENT, AND SIDEWALK.**
- 1.C. AREA ESTIMATES:**
TOTAL SITE AREA: 3.28 ACRES
TOTAL AREA TO BE DISTURBED: 2.65 ACRES
- 1.D. RUNOFF DATA:**
RUNOFF COEFFICIENTS:
BEFORE: 0.20
DURING: VARIES FROM 0.73 TO 0.81
AFTER: 0.81
- SOILS DATA:** THE RESULTS OF THE SOIL BORINGS ALONG THE ROADWAY ARE SHOWN IN THE ROADWAY SOIL SURVEY SHEETS. THE NUMBERS FOR THIS SHEET ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS. IN GENERAL, THE SOILS ARE TIGHT MUCK.
- GUTFALL INFORMATION:**
THERE IS NO GUTFALL
- 1.E. SITE MAP:**
THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW THE SHEET NUMBERS FOR THE PLANS SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.
- APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE PLAN SHEETS
 - AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN SHEETS. AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.
 - AREAS NOT TO BE DISTURBED: ESSENTIALLY THE WHOLE PROJECT WILL BE DISTURBED DURING CONSTRUCTION.
 - LOCATIONS OF TEMPORARY CONTROL SHEETS ARE SHOWN ON THE EROSION CONTROL SHEETS. TABLES PROVIDING SUMMARIES OF TEMPORARY EROSION AND SEDIMENT CONTROL ITEMS ARE PROVIDED IN THE SUMMARY OF QUANTITY SHEETS.
 - SURFACE WATERS: THERE IS NO SURFACE WATER WITHIN THE SITE.
 - DISCHARGE POINTS TO SURFACE WATERS: THERE IS NO DISCHARGE POINT LOCATED WITHIN THE SITE.
- 2.0 CONTROLS:**
- 2.A. EROSION AND SEDIMENT CONTROLS**
IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE TITC PLAN. THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN, THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TITC PLAN OUTLINED IN THE CONSTRUCTION PLANS. WHEN FOLLOWING THE TITC PLAN OUTLINED IN THESE GUIDELINES, THE CONTRACTOR SHALL PROPOSE, PROTECT, AND MAINTAIN THE FOLLOWING SUBMITTALS ON MODIFICATION OF THE SEDIMENT CONTROL PLAN. THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASON VARIATIONS, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.
- FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVED PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.
- PHASE I OF TEMPORARY TRAFFIC CONTROL PLANS**
ROADWAY: IMMEDIATELY AFTER CONSTRUCTING THE TEMPORARY PAVEMENT, STABILIZE THE ENTIRE AREA BETWEEN THE TEMPORARY PAVEMENT AND THE RIGHT OF WAY LINE USING TEMPORARY SOD.
- PHASE II OF TEMPORARY TRAFFIC CONTROL PLANS**
ROADWAY: DURING THE SUBSOIL EXCAVATION AND CONSTRUCTION OF THE ROADWAY STORM DRAIN, STAGE CONSTRUCTION AND INLET PROTECTION WILL BE PROVIDED.
- 2.A.1 STABILIZATION PRACTICES**
IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL MAINTAIN STABILIZATION PRACTICES FOR AT LEAST 7 DAYS AFTER CONSTRUCTION CASE MORE THAN 7 DAYS AFTER CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER
- TEMPORARY:**
- TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.
 - PERMANENT
 - ASPHALT OR CONCRETE SURFACE.
 - SOD IN ACCORDANCE WITH SPECIFICATION §10
- 2.A.2 STRUCTURAL PRACTICES**
IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL POLLUTANTS FROM EROSION AND PREVENT THE DISCHARGE OF POLLUTANTS FROM TRAP SEDIMENT AND PREVENT THE DISCHARGE OF POLLUTANTS FROM TRAP SEDIMENT. THE CONTRACTOR SHALL MAINTAIN STRUCTURAL PRACTICES FOR AT LEAST 7 DAYS AFTER CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- TEMPORARY:**
- SEDIMENT BARRIERS IN ACCORDANCE WITH DESIGN SPECIFICATIONS SECTION 104, AND FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL.
 - INLET PROTECTION IN ACCORDANCE WITH FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL, AND SPECIAL DETAILS SHOWN IN THE TITC PLAN
 - PERMANENT
 - SOD
- 2.B. OTHER CONTROLS:**
- 2.B.1 WASTE DISPOSAL:**
IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS INCLUDING BUILDING MATERIALS TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.
 - DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
 - DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.
 - 2.B.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL.
- IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:
- COVERING LOADED HAUL TRUCKS WITH TARPULINS.
 - REMOVING EXCESS DIRT FROM ROADS DAILY.
 - STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL.
 - USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.
 - 2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS.
- IN THE SPECIFICATIONS SECTION 104, EROSION CONTROL PLAN, THE CONTRACTOR SHALL MAINTAIN STABILIZATION PRACTICES FOR AT LEAST 7 DAYS AFTER CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2.C.4 FERTILIZERS AND PESTICIDES**
IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 982 OF THE SPECIFICATIONS.
- 2.C.5 TOXIC SUBSTANCES:**
IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE DISPOSAL OF THESE SUBSTANCES.
- 2.D.4 APPROVED STATE AND LOCAL PLANS AND PERMITS**
- FDEP RULE CHAPTER 62-25 F.A.C.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
<p>Kimley-Horn CONSULTING ENGINEERS 1500 N. ALABAMA, P.E. P.E. LICENSE NO. 20822 355 ALABAMA, SUITE 1400 FORT WORTH, TX 76104</p>				
CITY OF SOUTH BAY			SHEET NO.	
COUNTY			4403901-54-01	
FINANCIAL PROJECT NO.			26	
STORMWATER POLLUTION PREVENTION PLAN				

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT MINIMUM, COMPLY WITH THE FOLLOWING:

- * SILT FENCE: MAINTAIN PER SPECIFICATION SECTION 104. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS.
- * SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER TO COMPLY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL WHERE SITES HAVE BEEN PERMANENTLY STABILIZED. INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

- POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.
- POINTS OF DISCHARGE TO MUNICIPAL SEWAGE DRAIN SYSTEMS.
- DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
- AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- STRUCTURAL CONTROLS.
- STORMWATER MANAGEMENT SYSTEMS.
- LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

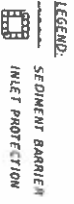
THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTION INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES AS APPROVED BY THE ENGINEER.

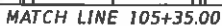
5.0 NON-STORMWATER DISCHARGES:

IN THE SPECIFICATION SECTION 10-6 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FINE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE PROPOSED MEASURES TO PREVENT POLLUTANTS OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT TURNER'S DISTRICT CONTAMINATION IMPACT COORDINATOR(DCIC) AT 407-264-3408 AND THE PROJECT MANAGER.


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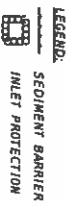
LEGEND:

 SEDIMENT BARRIER

 INLET PROTECTION

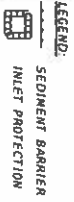


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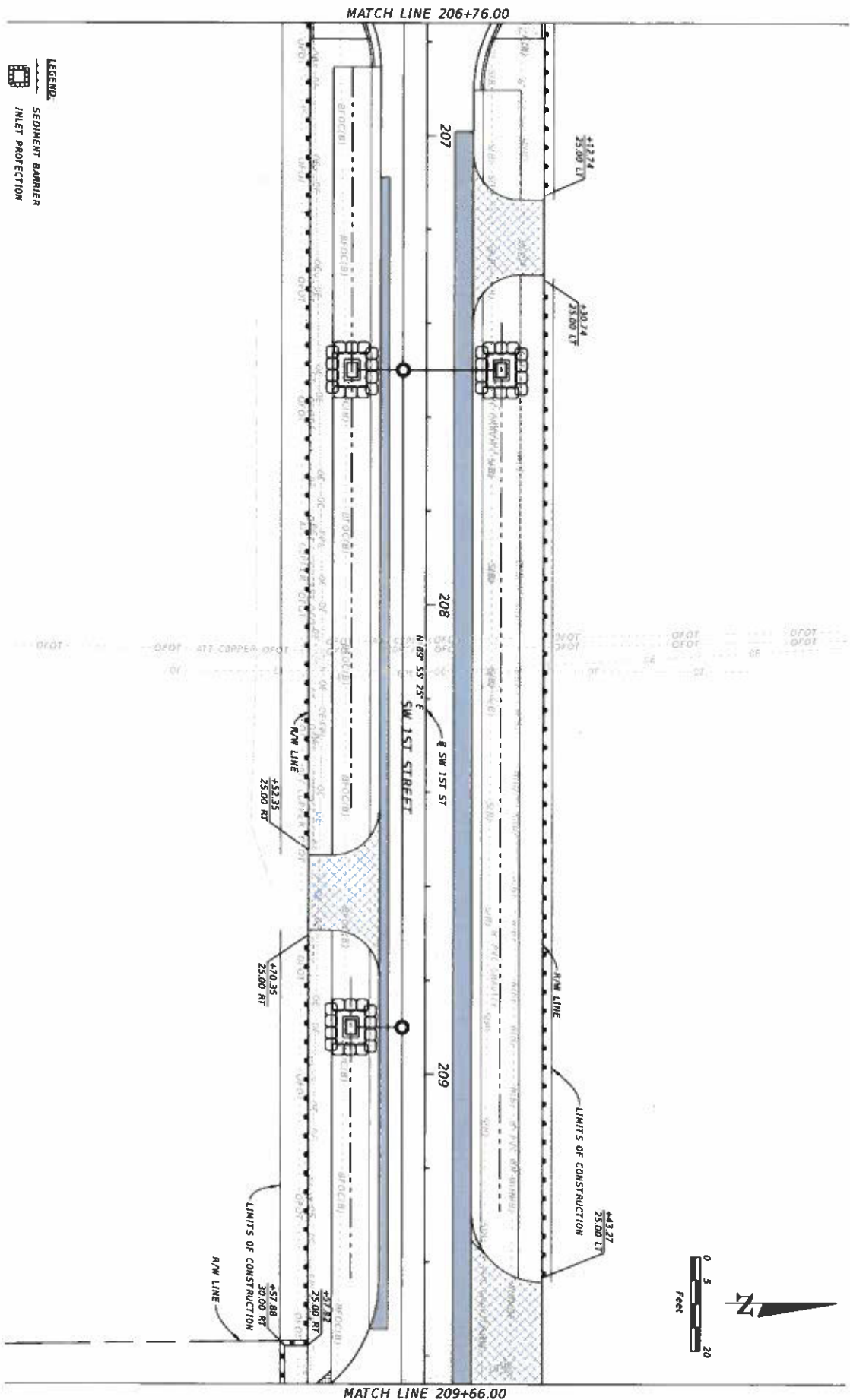
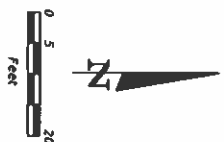




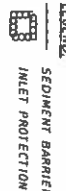
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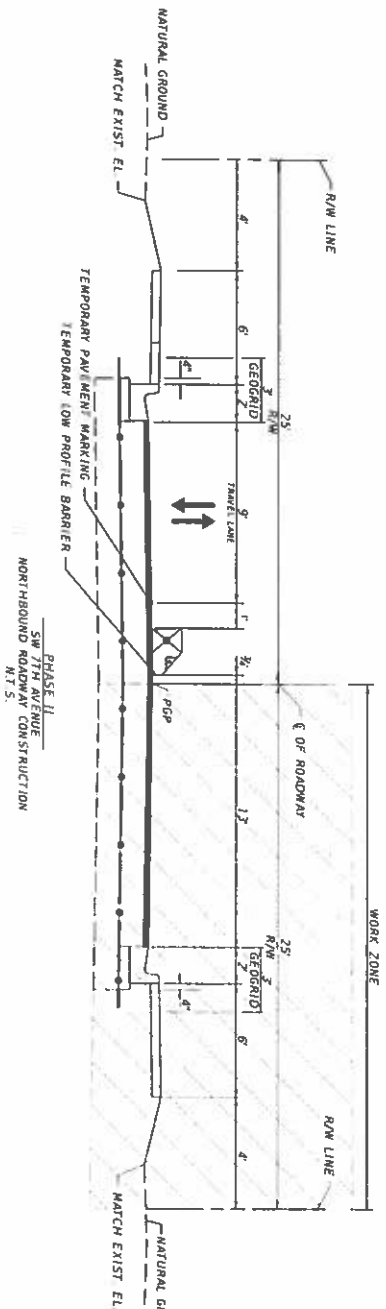
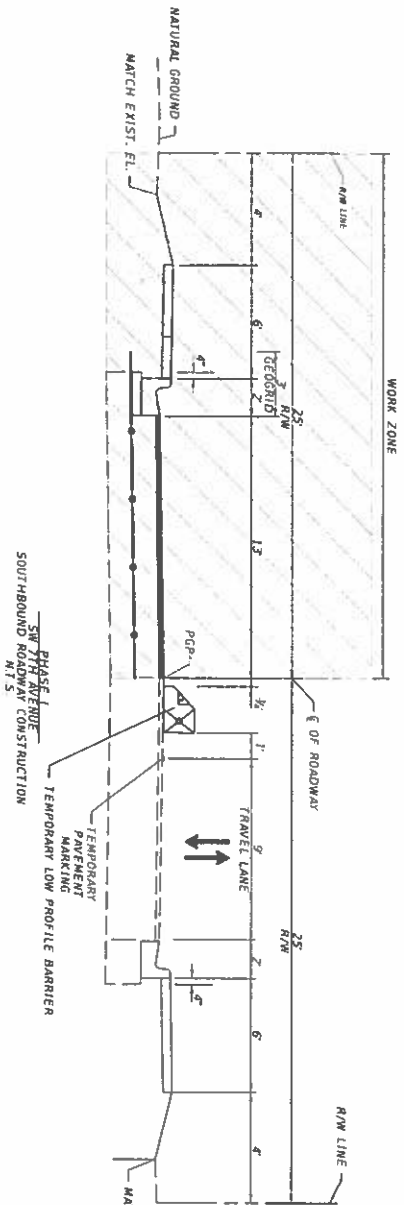
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23 004, F.A.C.

TRAFFIC CONTROL NOTES

1. PROJECT AREAS THAT ARE NOT ACTIVE CONSTRUCTION AREAS ARE TO BE KEPT FREE OF CONSTRUCTION DEBRIS AND ANY UNNECESSARY TRAFFIC CONTROL DEVICES.
2. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE 2018 FDOT DESIGN MANUAL, THE 2018-19 STANDARD PLANS INDEX 102-600 SERIES, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS A MINIMUM.
3. ALL MAINTENANCE OF TRAFFIC ITEMS REQUIRED BY THE 102-600 SERIES INDICES SHALL BE SUPPLIED, INSTALLED, AND MAINTAINED TO PROPERLY MAINTAIN TRAFFIC AND DROP OFF CRITERIA IN THE WORK ZONE.
4. THE CONTRACTOR SHALL FILL OR CUT THE EXISTING GROUND SO THAT THE LONGITUDINAL GRADE OF THE TEMPORARY ROAD DOES NOT EXCEED 5 PERCENT. TEMPORARY ROAD SHALL FOLLOW EXISTING GRADE WHEN POSSIBLE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING A WORK ZONE SCHEDULE SO THAT ANY LOCATION UNDER CONSTRUCTION WILL NOT BE LEFT IN A HAZARDOUS CONDITION AT THE COMPLETION OF ANY WORK PERIOD.
6. ARROWS ON THE TRAFFIC CONTROL PLANS DENOTE THE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS UNLESS SPECIFICALLY NOTED.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF STORM WATER FROM ROADWAYS UTILIZED FOR MAINTAINING TRAFFIC IN A MANNER APPROVED BY THE ENGINEER.
8. IN THE EVENT OF A HURRICANE OR OTHER EVACUATION NEED, THE CONTRACTOR, WHEN NOTIFIED BY THE ENGINEER, SHALL CONSIDERATE THE SECURING OF ALL LOOSE MATERIAL, OPEN CLOSED LAMES, BACKFILL EXCAVATIONS, REMOVE OBSTRUCTIONS TO DRAINAGE AND WATER FLOW, AND ANY OTHER MEASURES REQUIRED BY THE ENGINEER.
9. THE CONTRACTOR SHALL REMOVE ANY EXISTING OR TEMPORARY PAVEMENT MARKINGS THAT CONFLICT WITH THE TRAFFIC CONTROL PLANS WITH A REMOVAL METHOD APPROVED BY THE ENGINEER. WHEN THE CONFLICT NO LONGER EXISTS THE CONTRACTOR SHALL RESTORE PAVEMENT MARKINGS TO THEIR ORIGINAL POSITION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE EXISTING SIGNS WITHIN THE CONSTRUCTION LIMITS. A LIST OF THE EXISTING SIGNS SHALL BE SUBMITTED TO THE PROJECT ENGINEER PRIOR TO THE BEGINNING OF CONSTRUCTION. ANY EXISTING OR PROPOSED SIGNS THAT CONFLICT WITH THE TRAFFIC CONTROL PLANS SHALL BE REMOVED OR COVERED PER INDEX 102-600 BY THE CONTRACTOR AND WHEN THE CONFLICT NO LONGER EXISTS THE SIGNS SHALL BE RESTORED TO THEIR ORIGINAL POSITION.
11. AT THE END OF EACH WORK PERIOD, ANY DROP OFF IN THE AREA ADJACENT TO THE TRAVEL WAY SHALL BE PROTECTED BY THE APPROPRIATE METHOD AS REQUIRED BY INDEX 102-600.
12. THE TRAFFIC AND TRAVEL WAYS SHALL NOT BE ALTERED BY THE CONTRACTOR TO CREATE A WORK ZONE UNTIL ALL LABOR, EQUIPMENT AND MATERIALS ARE AVAILABLE FOR THE CONSTRUCTION IN THE AREA.
13. CONTRACTOR SHALL MAINTAIN ACCESS TO EXISTING DRIVEWAYS IN ACCORDANCE WITH FDOT DESIGN STANDARDS, INDEX 102-600 SERIES.
14. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES.
15. THE CONTRACTOR SHALL SOD ALL DISTURBED AREAS WITHIN THE ROW ONCE RESTORED. SEED AND MULCH MAY BE USED FOR DISTURBED AREAS OUTSIDE OF THE ROW ONCE RESTORED.
16. THE CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS IN ACCORDANCE WITH THE LATEST EDITION OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. AS-BUILT DRAWINGS SHALL BE SUBMITTED WITHIN 30 DAYS OF COMPLETION OF THE WORK. FINAL PAYMENT WILL BE WITHHELD UNTIL THE OWNER RECEIVES ACCEPTED FINAL AS-BUILT DRAWINGS.
17. THE CONTRACTOR SHALL CONDUCT ALL QC TESTING IN ACCORDANCE WITH THE LATEST EDITION OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. FINAL PAYMENT WILL BE WITHHELD UNTIL THE OWNERS RECEIVE ALL REQUIRED QC SUBMITTALS.

GENERAL NOTES

DATE		REVISIONS		DESCRIPTION	
				Kimley-Horn CERTIFICATE OF AUTHORIZATION NO. 696 P.E. LICENSE NO. 70482 355 Alhambra, Suite 1400 Coral Gables, FL 33134	
				CITY OF SOUTH BAY COUNTY FINANCIAL PROJECT ID PALM BEACH 440390-1-54-01	
				TEMPORARY TRAFFIC CONTROL PLANS	
				SHEET NO. 37	



1. RESET WORK ZONE SIGNS AND CHANNELIZING DEVICES
2. RELOCATE TRAFFIC CONTROL PLANS
3. RELOCATE MATERIALS SHOWN IN TRAFFIC CONTROL PLANS
4. BEGIN EXISTING SIDEWALK, CURB AND GUTTER (S&G)
5. BEGIN RECONSTRUCTION OF ONE LANE WITHIN WORK ZONE LIMITS
6. CONSTRUCT BASE WITH GEOTEXT
7. CONSTRUCT ALL PROPOSED PAVEMENT AS SHOWN IN THE PLANS (NBI)
8. INSTALL FINAL PERMANENT PAVEMENT MARKINGS
9. REMOVE WORK ZONE SIGNAGE, CHANNELIZING DEVICES, AND ADVANCED WARNING SIGNAGE
10. SHIFT TRAFFIC ONTO FINAL CONFIGURATION

TEMPORARY TRAFFIC CONTROL PLAN

REVISIONS		CITY OF SOUTH BAY		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	COUNTY	FINANCIAL PROJECT ID		
		PALM BEACH	440390-154-01		38

PHASE 1A

1. INSTALL ADVANCED WARNING SIGNAGE AS REQUIRED.
2. MILL AND RESURFACE INTERSECTIONS AT SW 6TH AVENUE AND SW 5TH AVENUE AS SHOWN IN THE PLANS

PHASE IB

1. INSTALL ADVANCED WARNING SIGNAGE AS REQUIRED
2. PLACE APPROPRIATE TRAFFIC CONTROL DEVICES TO CLOSE SW 1ST STREET FROM SW 7TH AVENUE TO SW 6TH AVENUE AND FROM SW 5TH AVENUE TO US 22 PER 2009 EDITION MUTCD FIGURE 6A-20.
3. RECONSTRUCT SW 1ST STREET PER ROADWAY PLANS
4. PLACE PERMANENT PAVEMENT MARKINGS.

PHASE II

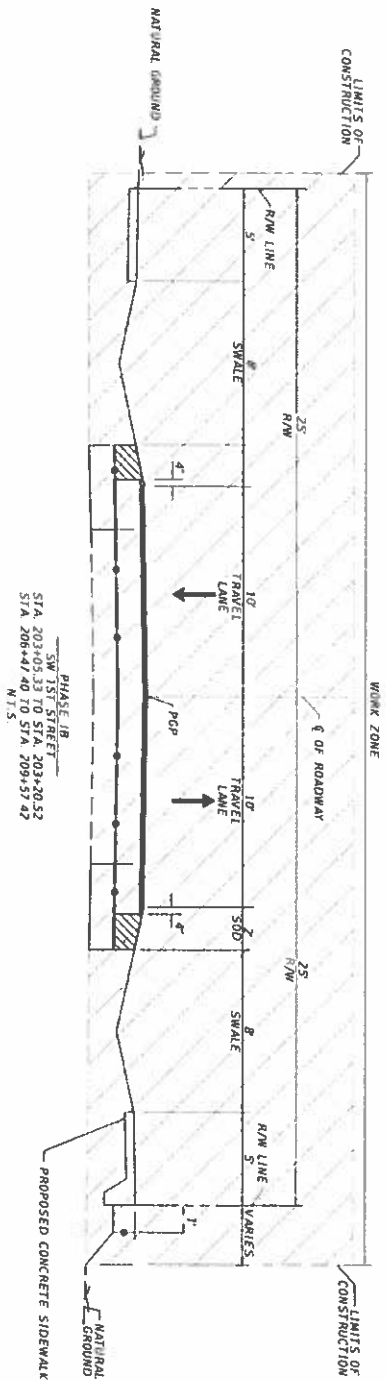
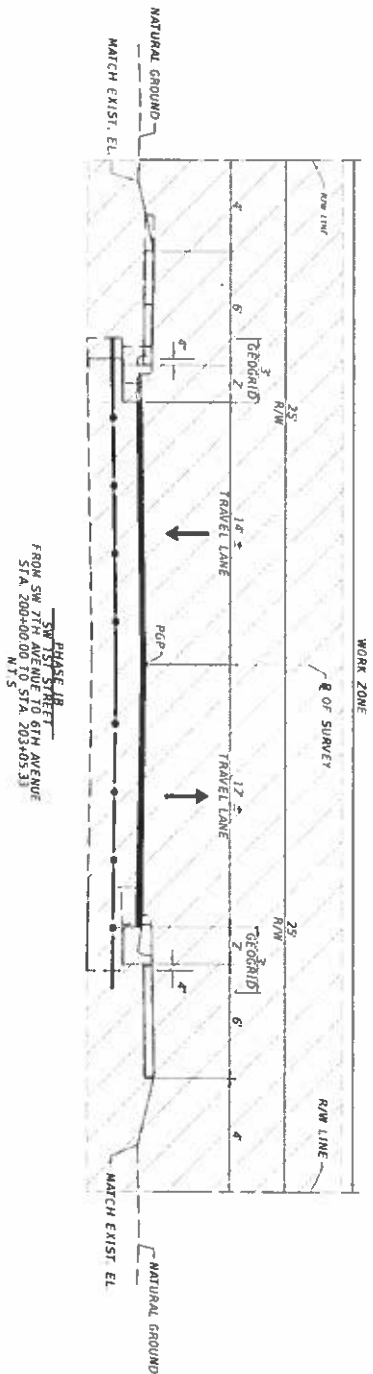
1. INSTALL ADVANCED WARNING SIGNAGE AS REQUIRED.
2. PLACE ADVANCED TRAFFIC CONTROL DEVICES TO CLOSE SW 1ST STREET FROM SW 6TH AVENUE TO SW 5TH AVENUE PER 2009 MUTCD FIGURE 6H-20.
3. RECONSTRUCT SW 1ST STREET PER ROADWAY PLANS.
4. PLACE PERMANENT PAVEMENT MARKINGS.

PHASE III

1. REMOVE ROADWAY CLOSURE TRAFFIC CONTROL DEVICES PLACED IN PHASE I.
2. REMOVE DETOUR SIGNAGE AND OPEN SW 1ST STREET TO TRAFFIC IN BOTH DIRECTIONS.

PHASING NOTES - SW 1ST STREET

REVISIONS		DATE		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION
<p>Kimley-Horn Certificate of Authorization No. 696 License: I. Almon, P.E. P.E. License No. 70822 355 Alhambra, Suite 1400 Coral Gables, FL 33134</p>					
CITY OF SOUTH BAY			COUNTY		
PALM BEACH			FINANCIAL PROJECT ID		
			440390-1-34-01		
<p>TEMPORARY TRAFFIC CONTROL PLANS</p>					
SHEET NO.					39

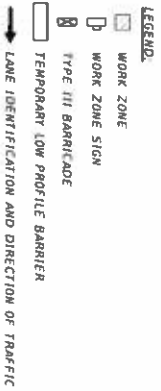


PHASE 1B
SW 1ST STREET
STA. 203+05.33 TO STA. 203+20.52
N.T.S.

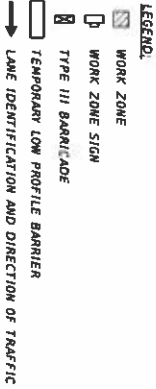
PHASE 1B
SW 1ST STREET
STA. 200+41.40 TO STA. 209+37.42
N.T.S.

TYPICAL SECTION

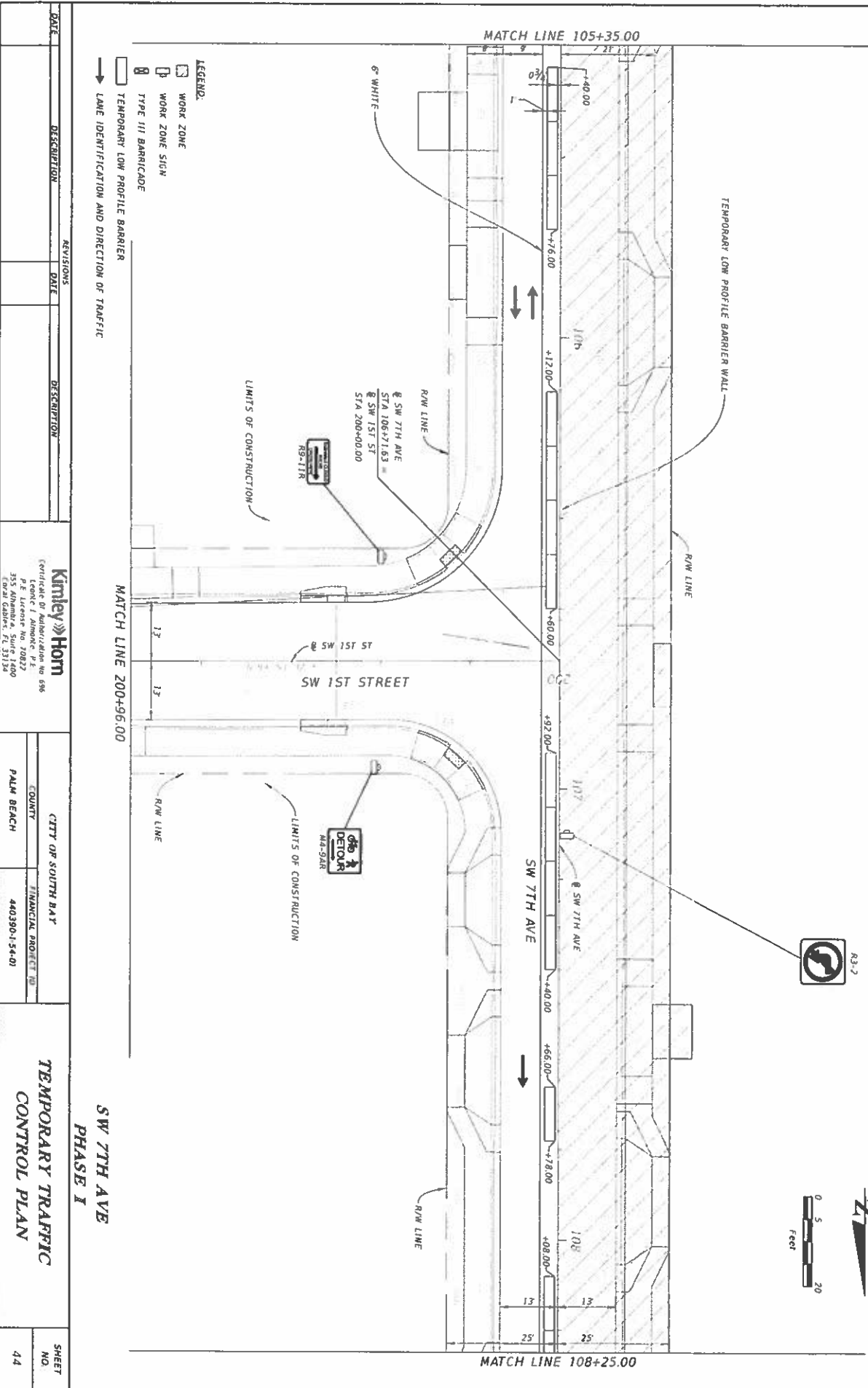
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	SHEET NO.
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<p>Kimley-Horn CERTIFICATE OF AUTHORIZATION NO. 686 355 Alhambra, Suite 1400 Coral Gables, FL 33134</p> <p>CITY OF SOUTH BAY FINANCIAL PROJECT ID: 440390-1-54-01</p> <p>CONTROL PLAN</p>					



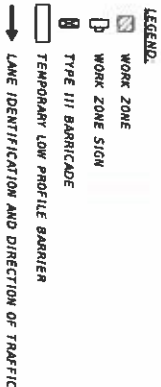
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> <p>Kimley-Horn</p> <p>Certified of Authorization No. 096</p> <p>LEONIE L. ALMONTE, P.E.</p> <p>P.E. License No. 70822</p> <p>355 Alhambra, Suite 1400</p> <p>Coral Gables, FL 33134</p> </div> <div> <p>CITY OF SOUTH BAY</p> <p>COUNTY</p> <p>PALM BEACH</p> </div> <div> <p>FINANCIAL PROJECT ID</p> <p>440390-1-54-01</p> </div> </div>					
<p>TEMPORARY TRAFFIC</p> <p>CONTROL PLAN</p>					<p>SHEET NO.</p> <p>42</p>



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



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	CITY OF SOUTH BAY	COUNTY	FINANCIAL PROJECT NO	SHEET NO.
					Kimley-Horn	PALM BEACH	440390-154-01	44
					CERTIFICATE OF AUTHORIZATION No. 696			
					Project 1: 2008-08-22			
					355 Alhambra, Suite 1400			
					Fort Lauderdale, FL 33334			

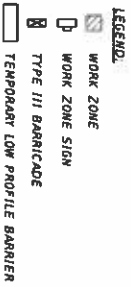


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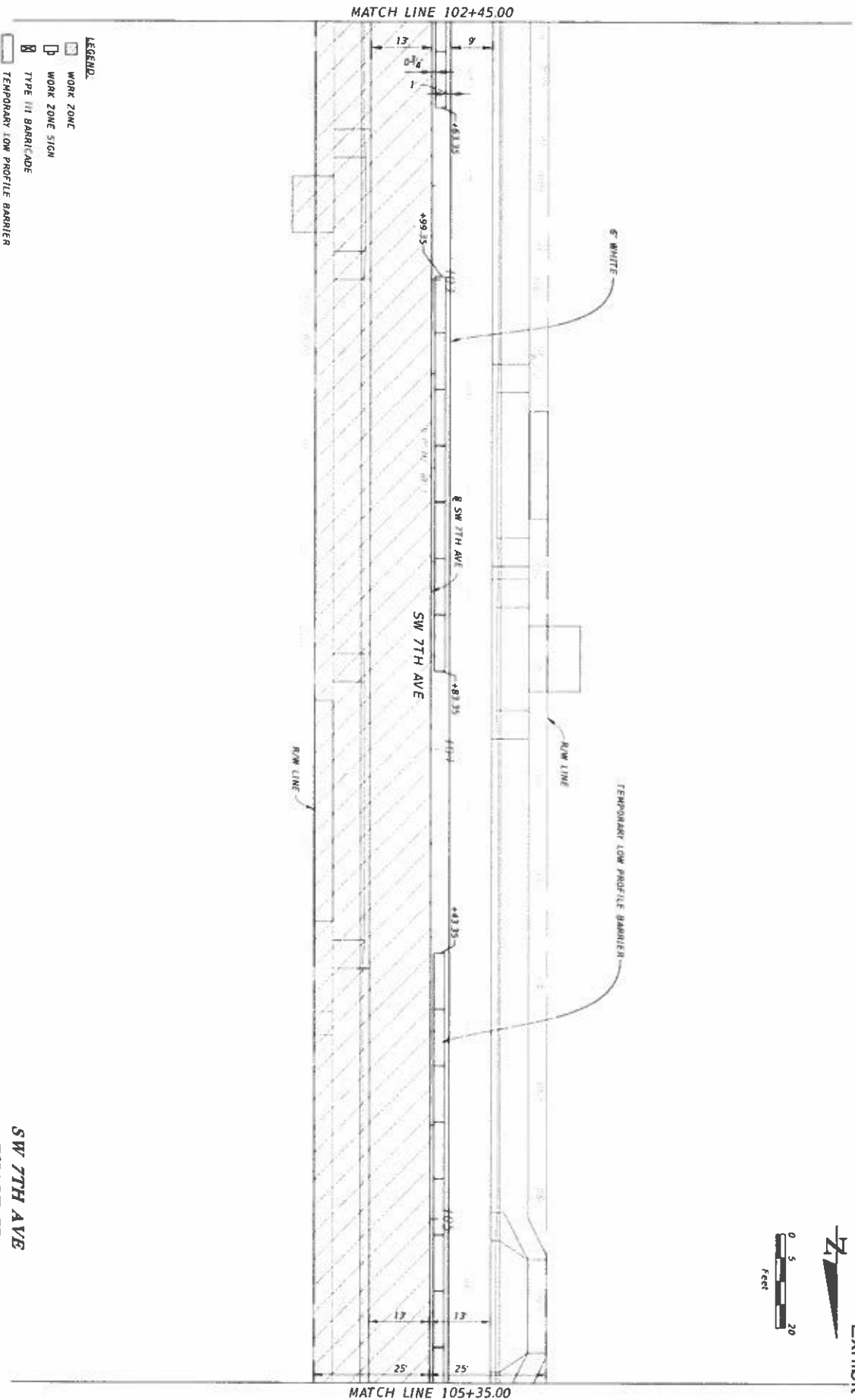
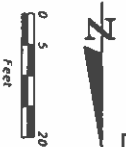


DR. MARTIN LUTHER KING JR. BLD

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23 004 F A C

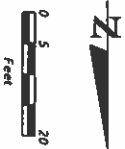
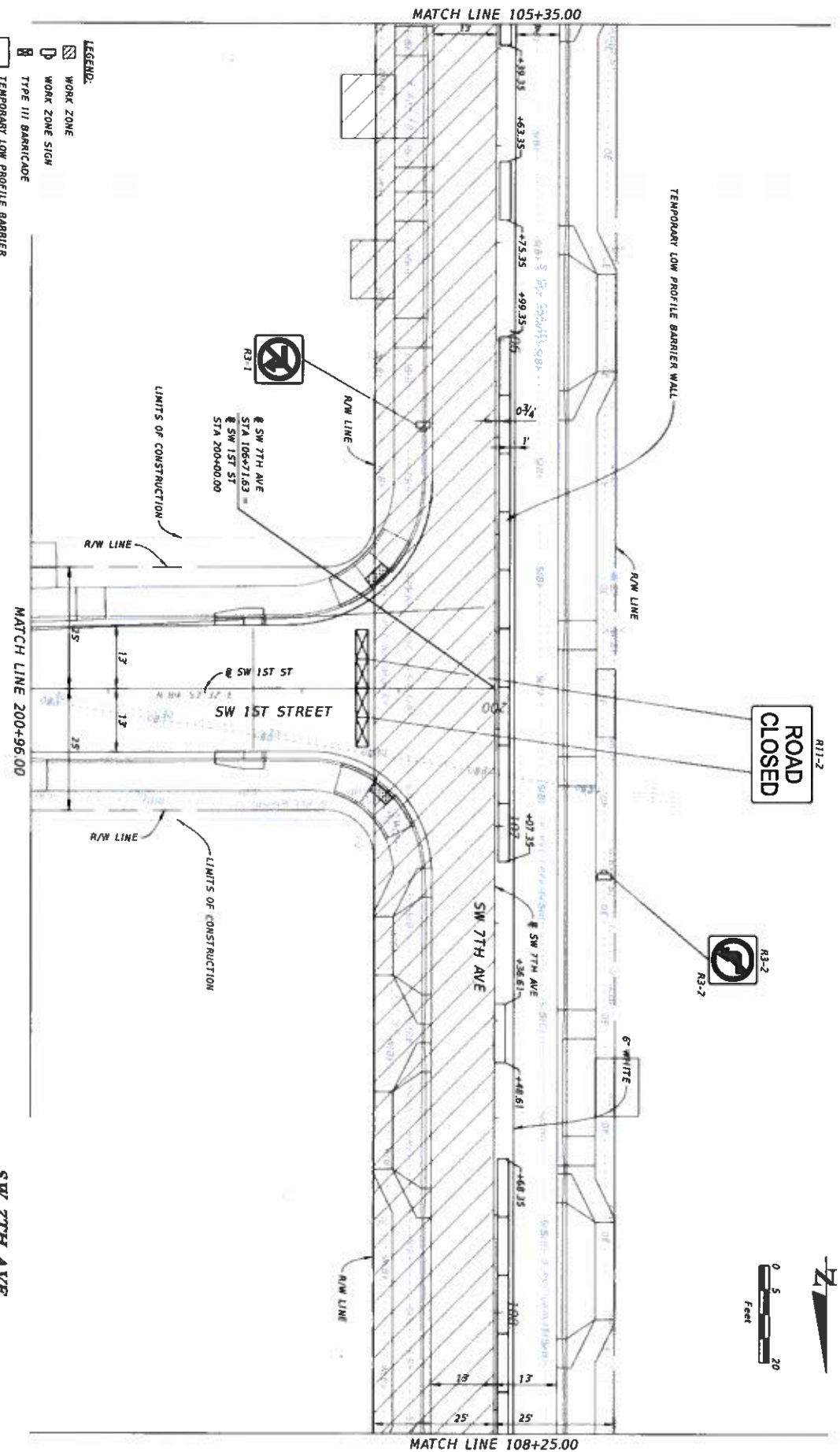


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SW 7TH AVE
PHASE II

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
<div> <div> <p>Kimley-Horn 355 Alhambra, Suite 1200 Coral Gables, FL 33134 P.E. License No 70832 P.E. License No 696</p> </div> <div> <p>CITY OF SOUTH BAY FINANCIAL PROJECT ID 440390-1-54-01</p> </div> </div>				
<div> <div> <p>COUNTY</p> <p>PALM BEACH</p> </div> <div> <p>PROJECT ID</p> <p>440390-1-54-01</p> </div> </div>				
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SHEET NO.				48

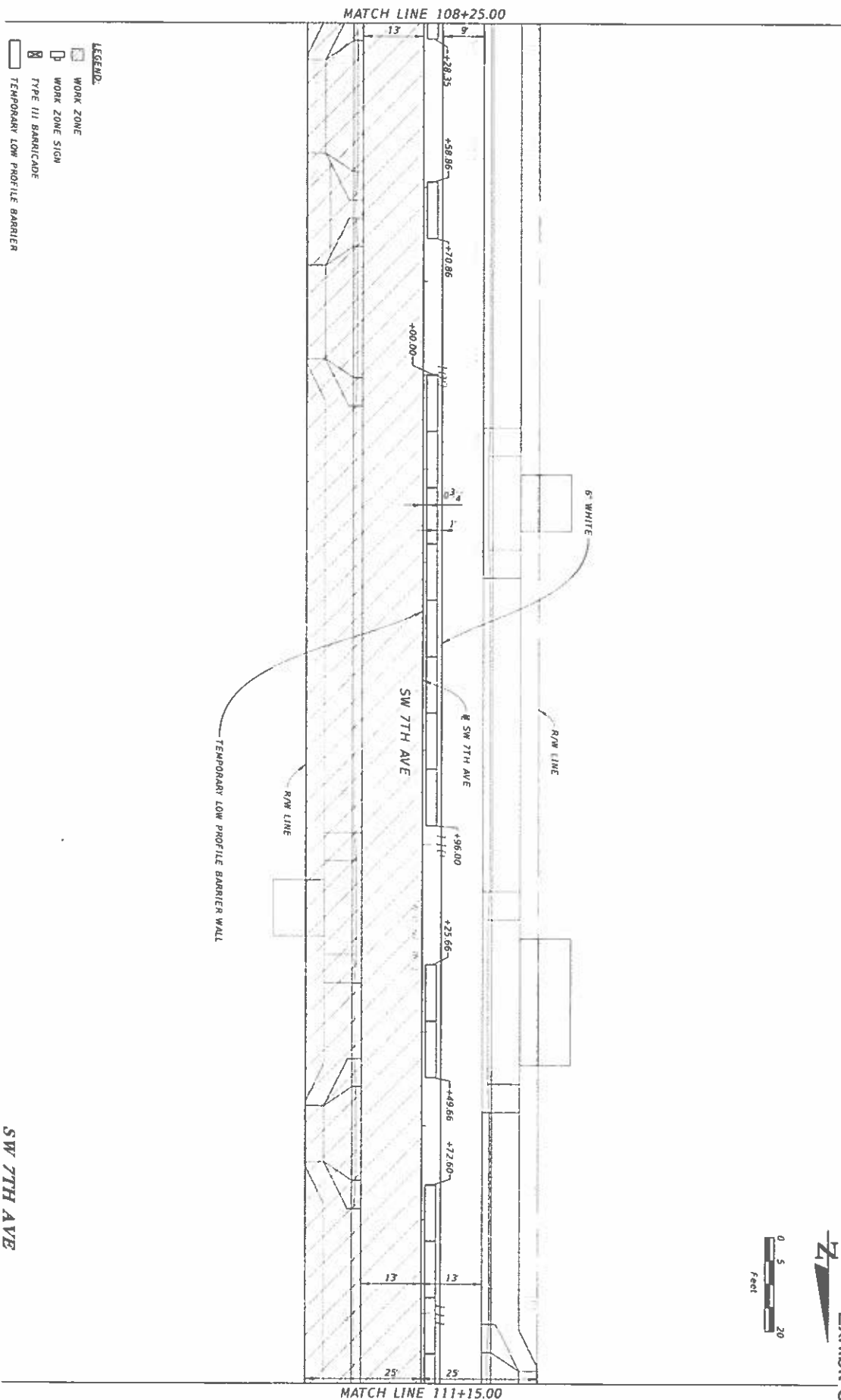


DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	CITY OF SOUTH BAY	FINANCIAL PROJECT ID	SHEET NO.
					COUNTY	440390-1-54-01	49
					PALM BEACH		

Kimley-Horn
 Certificate of Authorization No. 696
 P.E. License No. 70882
 355 Alhambra, Suite 1400
 Coral Gables, FL 33134

TEMPORARY TRAFFIC CONTROL PLAN

**SW 7TH AVE
 PHASE II**

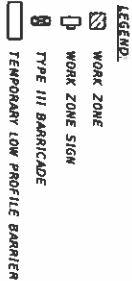


- LEGEND:**
- WORK ZONE
 - WORK ZONE SIGN
 - TYPE III BARRICADE
 - TEMPORARY LOW PROFILE BARRIER

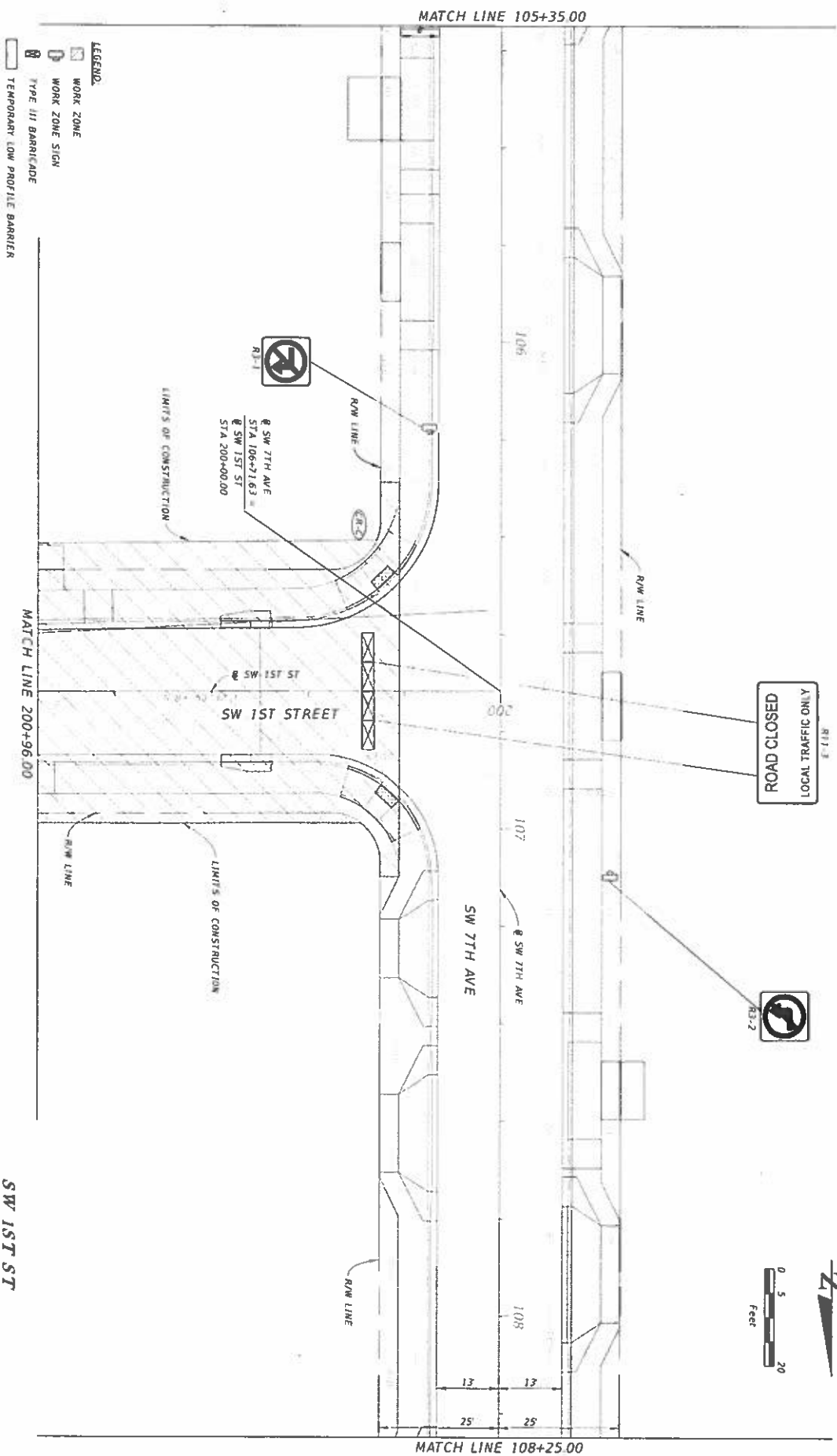
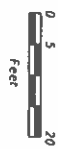
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DATE	DESCRIPTION	CITY OF SOUTH BAY	SHEET NO.
		COUNTY	50
		FINANCIAL PROJECT ID	
		PALM BEACH	
		440390-1-54-01	
		Kimley-Horn Certificate of Authorization No. 696 P.E. License No. 70872 355 Alhambra, Suite 1400 Coral Gables, FL 33134	



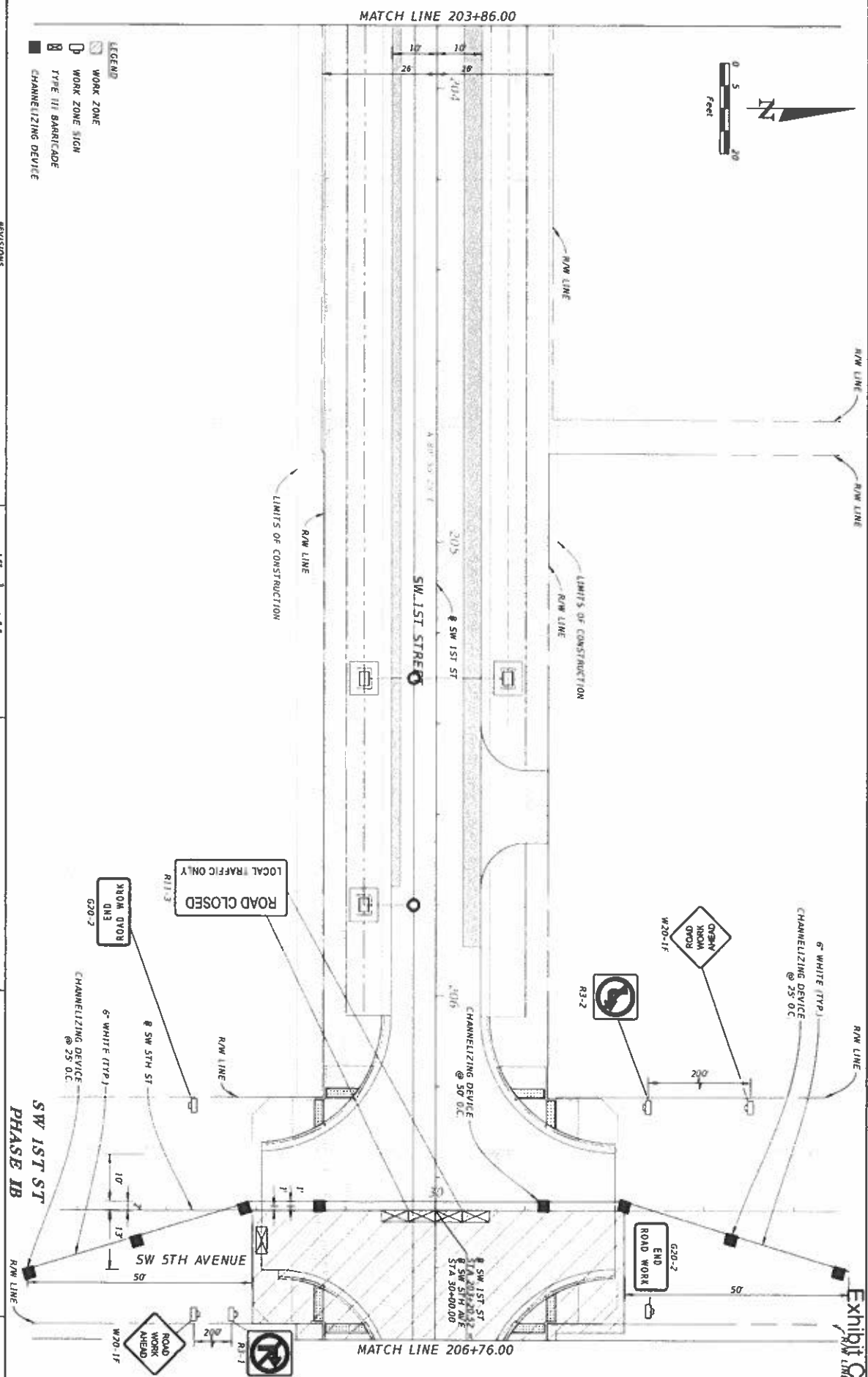
ROAD
CLOSED
AHEAD



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23 004, F.A.C.



REVISIONS		DATE
DESCRIPTION	DATE	
<p>Kimley-Horn Certificate of Authorization No. 6965 Leonie J. Almon, P.E. P.E. License No. 70822 355 Alhambra, Suite 1400 Coral Gables, FL 33134</p>		
CITY OF SOUTH BAY		SHEET NO.
COUNTY	FINANCIAL PROJECT ID	
PALM BEACH	440390-1-54-01	52

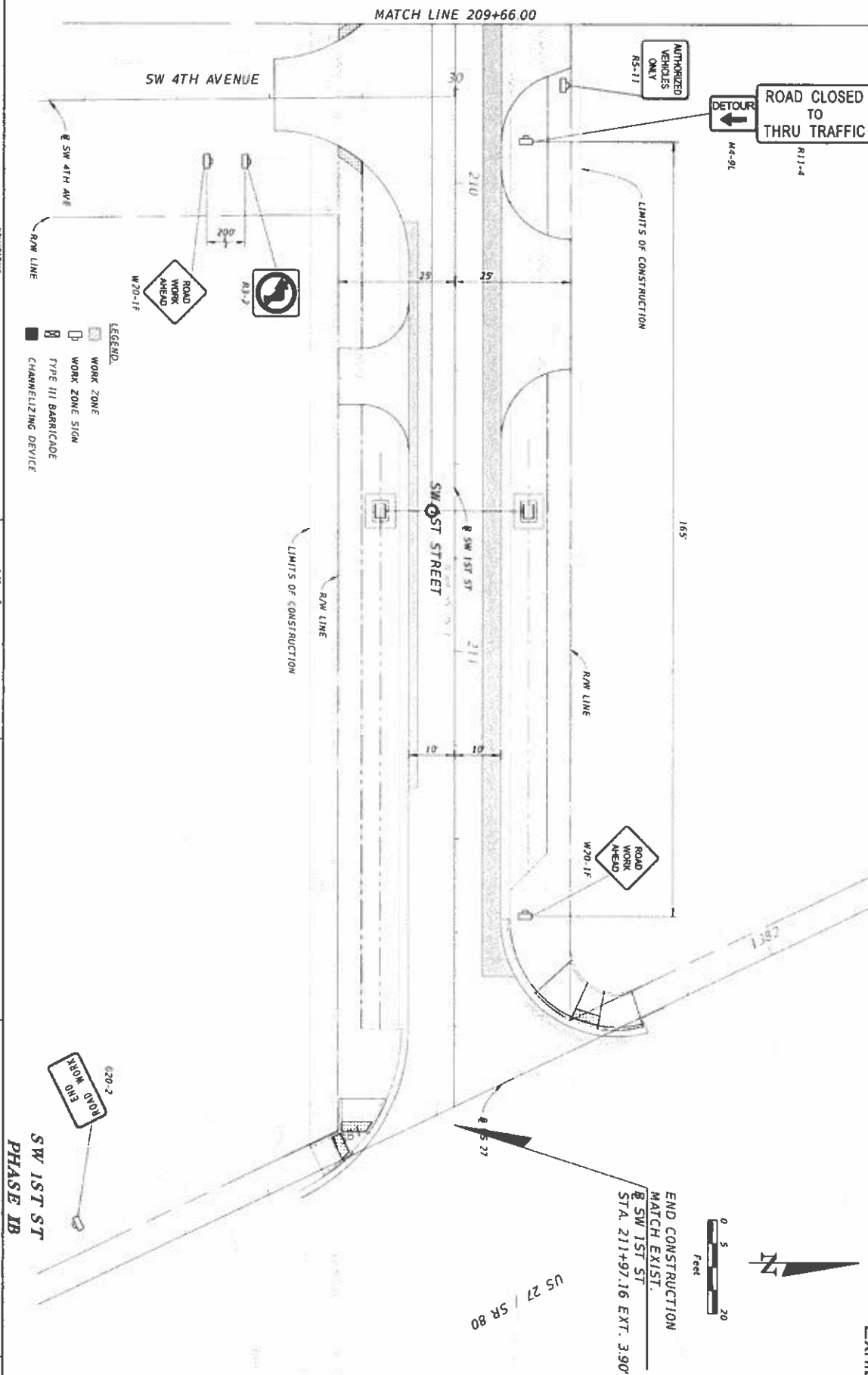



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

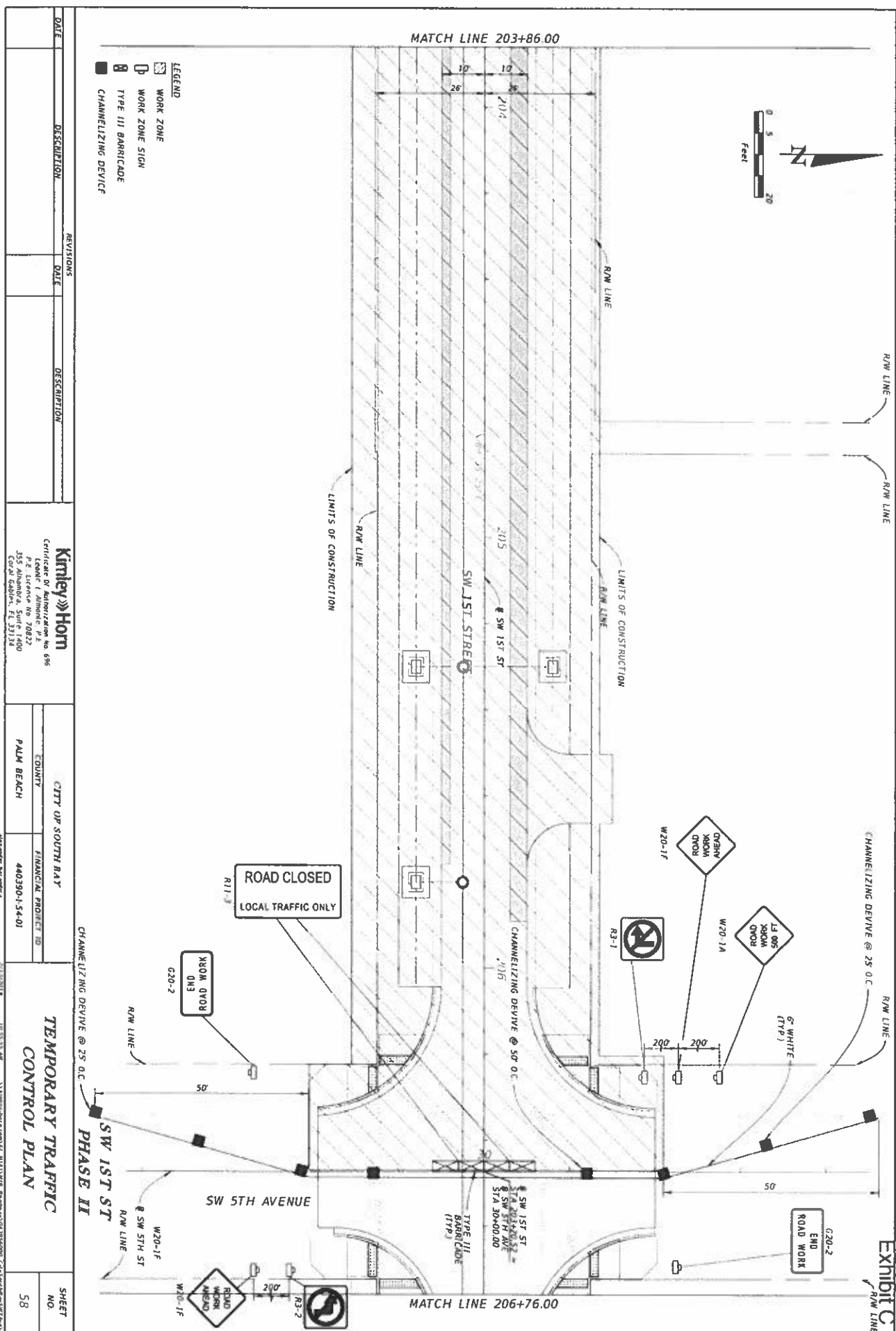


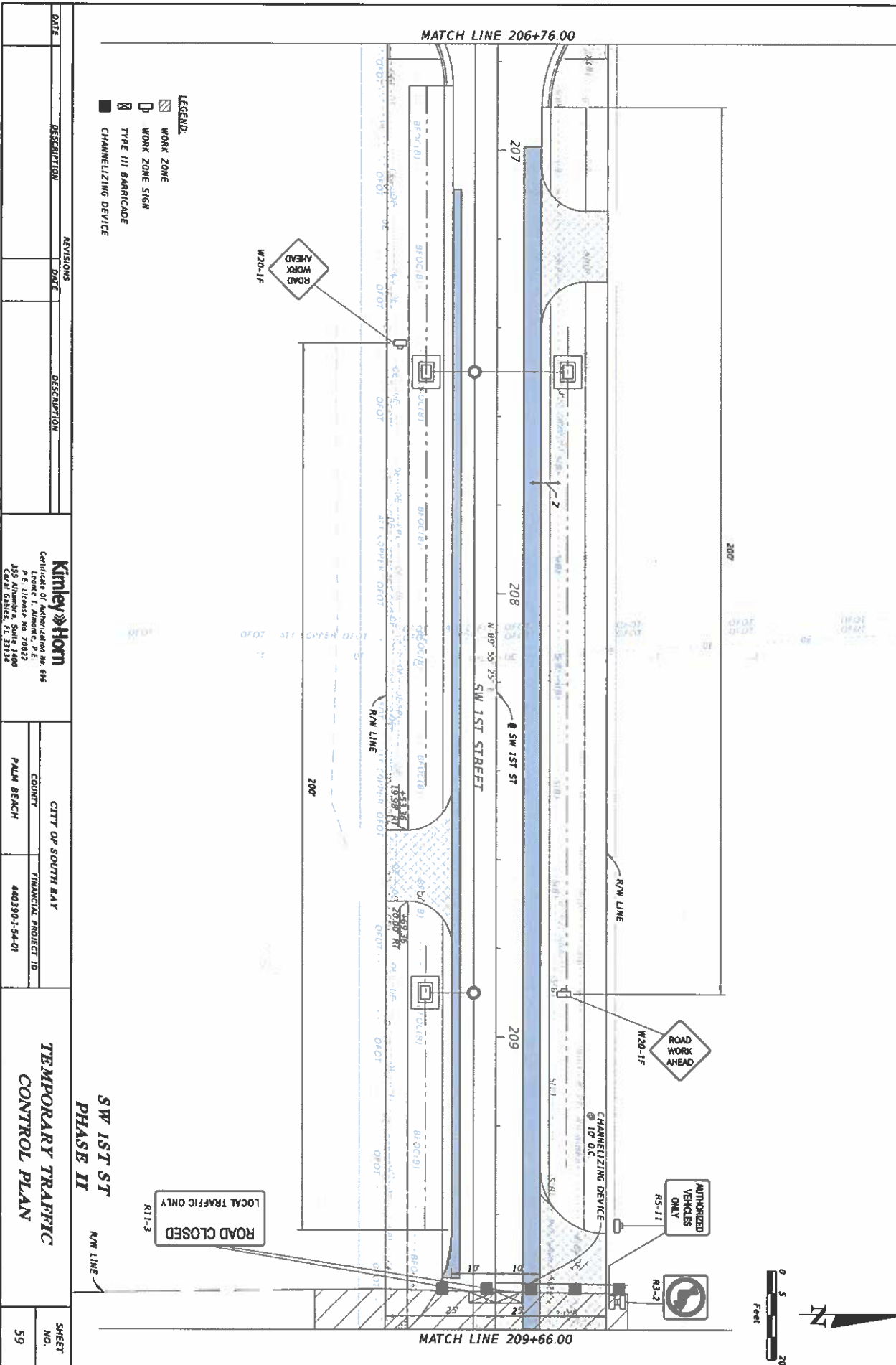
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MATCH EXIST.
@ 5W 1ST ST
STA. 211+97.16 EXT. 3.90'

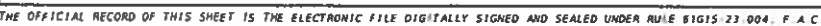
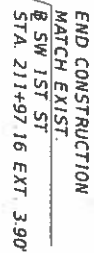
US 27 1 SR 80



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION	 <p>Certificate of Authorization No. 696 License Plate No. 70827 P.E. License No. 14000 355 Alameda, Suite 1400 Coral Gables, FL 33134</p>	CITY OF SOUTH BAY		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
						COUNTY	FINANCIAL PROJECT ID		
						PALM BEACH	440390-154-01		56







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CITY OF SOUTH BAY

CONTRACT PLANS FOR

SW 1ST STREET FROM SW 7TH AVENUE TO US-27
AND SW 7TH AVENUE FROM SOUTH TERMINUS TO MLK BLVD

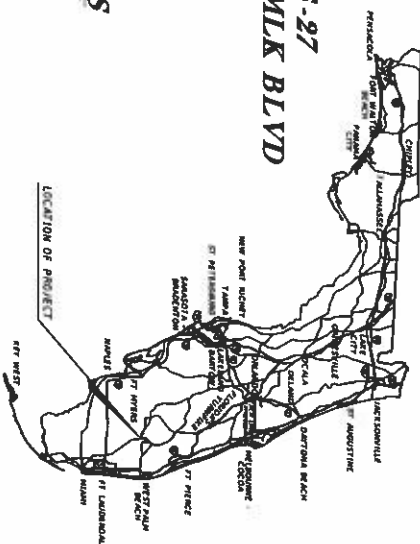
PALM BEACH COUNTY

FINANCIAL PROJECT ID 440390-1-54-01

SIGNING AND PAVEMENT MARKING PLANS

INDEX OF SIGNING AND PAVEMENT MARKING PLANS
SHEET NO. SHEET DESCRIPTION

S-1 KEY SHEET
S-2 TABULATION OF QUANTITIES
S-3 GENERAL NOTES
S-4 - S-12 PLAN SHEETS



SHOP DRAWINGS TO BE
SUBMITTED TO:

KINLEY-HORN AND ASSOCIATES, INC.
355 ALHAMBRA CIRCLE, SUITE 1400
CORAL GABLES, FL 33134
PHONE (305) 673-7025
LEONTE I. ALMONTE, P.E.

ROADWAY PLANS
ENGINEER OF RECORD:

LEONTE I. ALMONTE, P.E. NO.: 70822
KINLEY-HORN AND ASSOCIATES, INC.
355 ALHAMBRA CIRCLE, SUITE 1400
CORAL GABLES FL 33134
PHONE (305) 673-7025
VENDOR NUMBER: F56088515-001
CERTIFICATE OF AUTHORIZATION NO. 696

CITY COMMISSIONERS

MAYOR
JOE KYLES
VICE-MAYOR
JOHN WILSON
CITY COMMISSIONER
ESTHER BERRY
CITY COMMISSIONER
BETTY BARNARD
CITY COMMISSIONER
TARANZA MCKELVIN

ENGINEER OF RECORD:

LEONTE I. ALMONTE, P.E.
FLORIDA REGISTRATION P.E. NO.: 70822

FISCAL YEAR	SHEET NO.
19	5-1


TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS										TOTAL THIS SHEET		GRAND TOTAL
			S-4	S-5	S-6	S-7	S-8	S-9	S-10				PLAN	FINAL	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	
200-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS											3	6	
200-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS											1	2	
200-1-60	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA											2	5	
200-3	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	EA	5	7	15	7	6	14	14	68					
210-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	EA													
211-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF			83.7			248.7	253	584.7					
211-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	GM	0.075	0.110	0.127	0.110	0.075	0.101	0.1	0.097					
211-15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM			0.055		0.015	0.039	0.032	0.141					
211-15-231	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES YELLOW, SKIP, 6"	GM	0.038	0.059	0.032	0.061	0.030	0.026	0.034	0.280					

TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS										TOTAL THIS SHEET		GRAND TOTAL
			S-11	S-12									PLAN	FINAL	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	
200-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS											3	6	
200-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	1	2									3	8	
200-1-60	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA											20	88	
200-3	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	EA	10	10											
210-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	EA													
211-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF											161.3	732	
211-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	GM	0.12	0.22									34.2	144	
211-15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	0.102	0.023									0.129	0.026	
211-15-231	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES YELLOW, SKIP, 6"	GM	1.9E-2	0.034									1.9E-2	0.160	
		GM	0.048										0.080	0.260	

DATE		REVISIONS		DESCRIPTION	



Certificate of Authorization No. 696
 Licensee: J. Almon, P.E.
 License No. 108300
 355 Highway 100
 Coral Gables, FL 33134

CITY OF SOUTH BAY		FINANCIAL PROJECT ID	
COUNTY	PALM BEACH	440300-154-01	

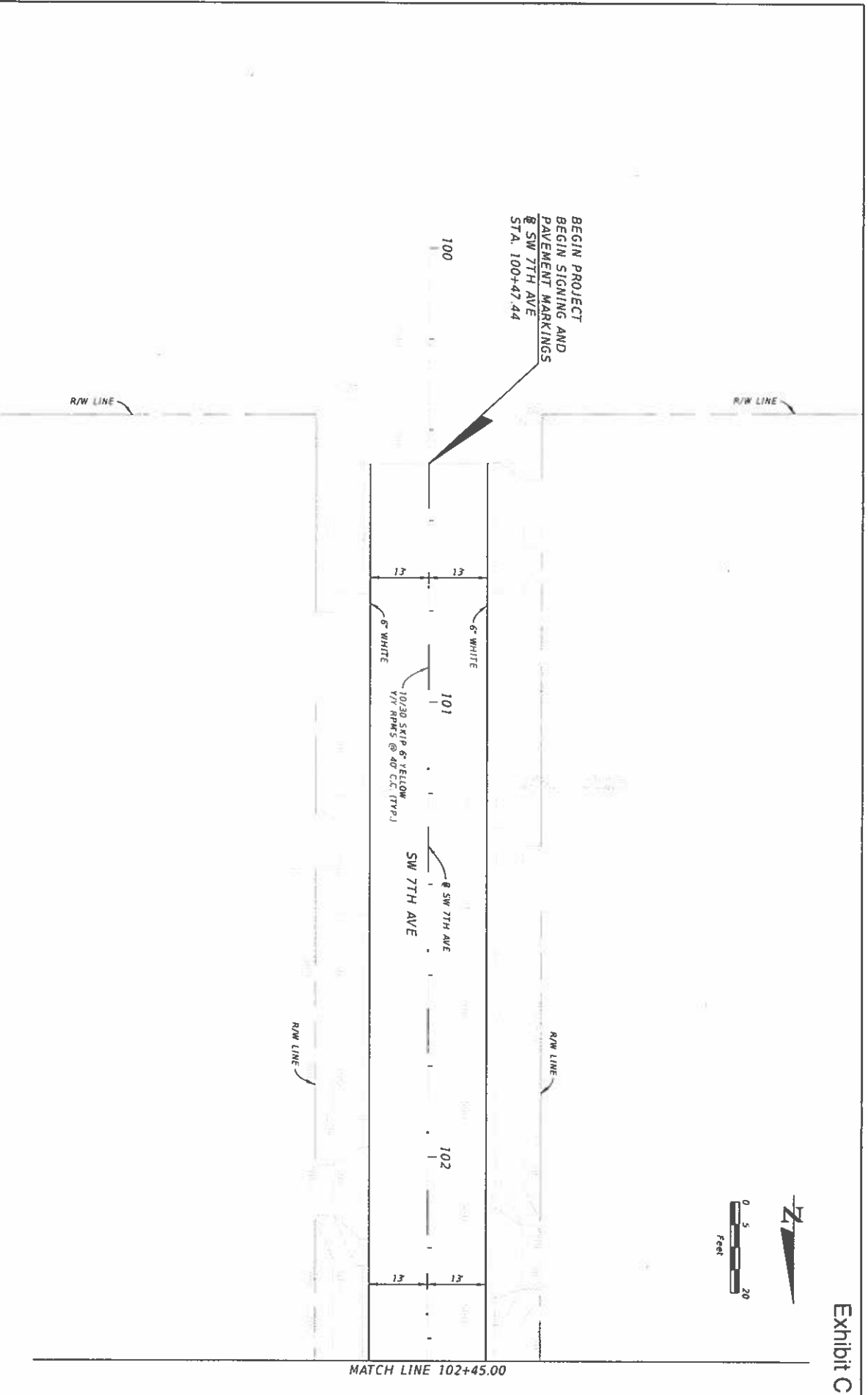
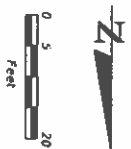
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TABULATION OF QUANTITIES

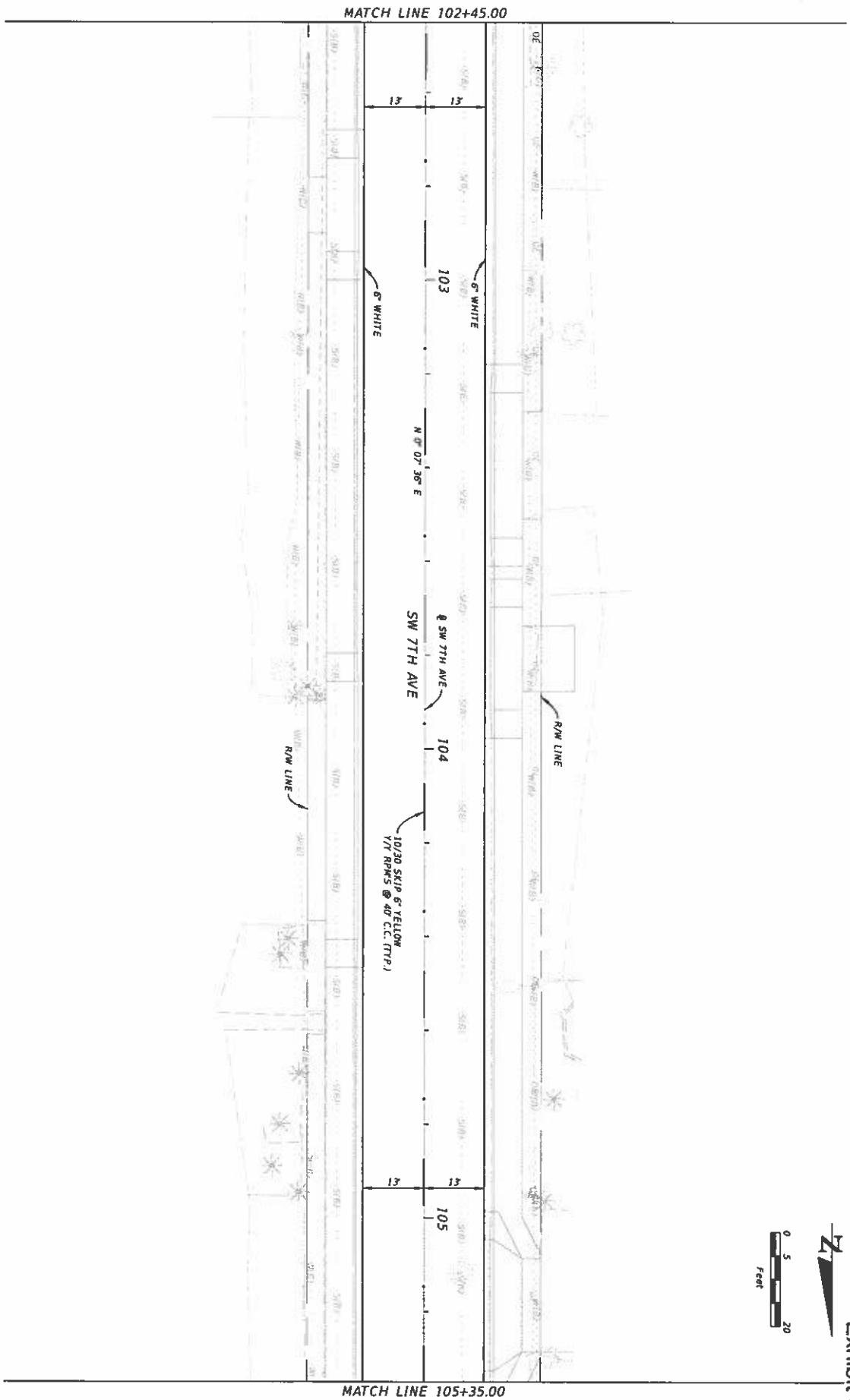
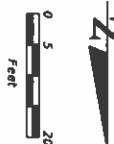
SIGNING AND PAVEMENT MARKING GENERAL NOTES

1. REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED AS SHOWN IN PLANS. ONLY 4" BY 6" RETRO-REFLECTIVE PAVEMENT MARKERS WILL BE PERMITTED AND WILL BE ONE OF THE APPROPRIATE PRODUCTS ON THE QUALIFIED PRODUCT LIST.
2. ALL EXISTING SIGNAGE AFFECTED BY CONSTRUCTION SHALL BE RELOCATED TO AND MAINTAINED IN A VISIBLE LOCATION FOR THE DURATION OF THE PROJECT. ANY SIGNS DAMAGED IN THE PROCESS SHALL BE REPLACED AT NO ADDITIONAL COST TO THE CITY.
3. ANY EXIST PULL BOXES AND COMMUNICATIONS CABLE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
4. 102-1 INCLUDES THE COST FOR REMOVAL OF ANY CONFLICTING PAVEMENT MARKINGS, AND RPMS REQUIRED TO COMPLETE THE PROPOSED WORK.
5. NO ROAD CROSSING OR ENTERING THE PROJECT SHALL BE UNDULY RESTRICTED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
6. THE CONTRACTOR SHALL REMOVE ANY EXISTING OR PROPOSED PAVEMENT MARKINGS (PAINT/THERMOPLASTIC) THAT CONFLICT WITH THE TRAFFIC CONTROL PLANS. WHEN THE CONFLICT NO LONGER EXISTS THE CONTRACTOR SHALL RESTORE PAVEMENT MARKINGS TO THEIR ORIGINAL POSITION.
7. THE CONTRACTOR SHALL PROVIDE TEMPORARY PAVEMENT MARKINGS INDICATING LANE LINES AND STORAGE AREAS FOR TURNING MOVEMENT. ARROWS AND PAVEMENT MESSAGES TO COMPLETELY DEFINE TRAFFIC LANE USAGE DURING AND AT THE END OF THE DAYS OPERATION AND DURING THE CURING PERIOD FOR THE NEW PAVEMENT.
8. THE CONTRACTOR IS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.
9. SIGNING AND PAVEMENT MARKINGS TO BE PLACED IN ACCORDANCE WITH THE FOOT DESIGN STANDARDS AND THE LATEST MUTCD.
10. ALL SIGNS AND THEIR SUPPORTS SHOWN ON THE PLAN SHEETS FOR REMOVAL SHALL BE REMOVED COMPLETELY AND DISPOSED OF BY THE CONTRACTOR. PAYMENT TO BE INCLUDED UNDER PAY ITEM 700-1-60.
11. A BLUE RPM IS TO BE PLACED AT FIRE HYDRANT LOCATIONS. PLACEMENT IS IN THE CENTER OF THE OUTSIDE LANE ADJACENT TO THE FIRE HYDRANT.
12. BEFORE FINAL ACCEPTANCE, THE PERMANENT RPMS AS REQUIRED FOR MAINLINE EDGE, CENTER AND LANE LINES SHALL BE PLACED WITHIN 72 HOURS OF COMPLETION OF THE FRICTION COURSE PER SIGNING AND PAVEMENT MARKING PLANS. OTHER LOCATIONS FOR RPM PLACEMENT MAY BE DESIGNATED BY THE ENGINEER.
13. ALL NEW SIGNS SHALL BE DESIGNED FOR 150 M.P.H. WIND SPEED PER FOOT STANDARDS.
14. SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS WHICH ARE IN CONFLICT WITH LIGHTING UTILITIES, DRIVEWAYS, LANDSCAPING, WHEELCHAIR RAMPS, MAY BE ADJUSTED PER DESIGN STANDARD 700-101. WARNING SIGN LOCATION CHANGES MUST BE APPROVED BY THE DISTRICT TRAFFIC OPERATIONS ENGINEER.
15. THE LANE WIDTH DIMENSIONS SHOWN IN THE SIGNING AND PAVEMENT MARKING PLANS REFLECT THE NOMINAL LANE WIDTHS, NOT THE DISTANCE BETWEEN THE STRIPES. SEE INDEX 711-001 FOR PLACEMENT OF LANE LINES.

REVISIONS							
DATE	DESCRIPTION	DATE	DESCRIPTION				
<div><div><p>Kimley-Horn</p><p>Certificate of Authorization No. 086</p><p>LEONE I. MINOCHA, P.E.</p><p>P.E. License No. 70822</p><p>355 Alhambra, Suite 1400</p><p>Coral Gables, FL 33134</p></div><div><p>CITY OF SOUTH BAY</p><table><thead><tr><th>COUNTRY</th><th>FINANCIAL PROJECT ID</th></tr></thead><tbody><tr><td>PALM BEACH</td><td>440390-154-01</td></tr></tbody></table></div></div>				COUNTRY	FINANCIAL PROJECT ID	PALM BEACH	440390-154-01
COUNTRY	FINANCIAL PROJECT ID						
PALM BEACH	440390-154-01						
<div><p>GENERAL NOTES</p></div>							
SHEET NO.			5-3				



REVISIONS		DESCRIPTION	CITY OF SOUTH BAY	SHEET NO.
DATE	DESCRIPTION			
		Kimley-Horn <small>(Firm of Record)</small> P.E. License No. 70832 355 Alhambra, Suite 1400 Coral Gables, FL 33134	<small>COUNTY</small> PALM BEACH	<small>FINANCIAL PROJECT ID</small> 440390-1-54-01
SIGNING AND PAVEMENT MARKING PLAN			<small>SHEET NO.</small> 5-4	

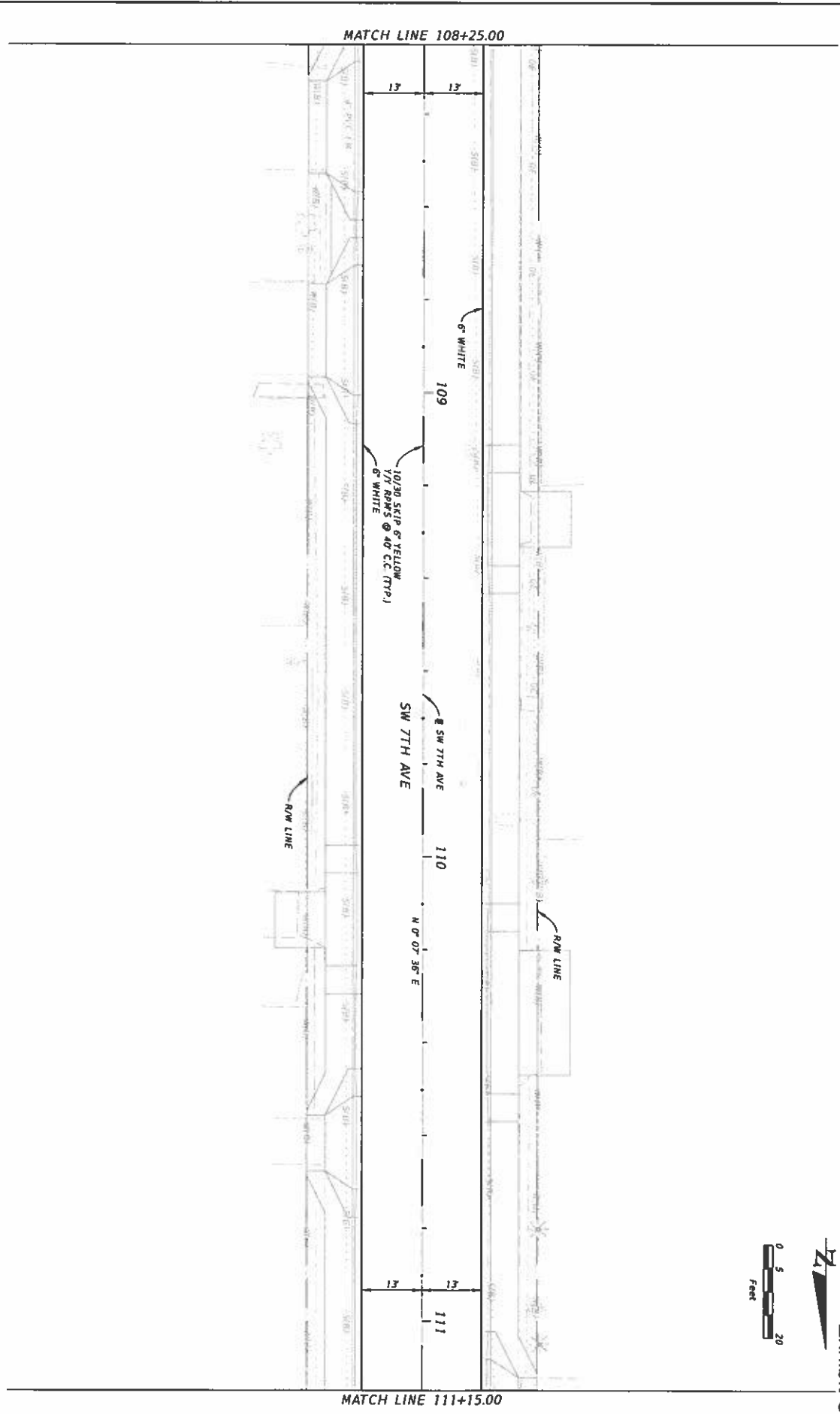


DATE		REVISIONS		CITY OF SOUTH BAY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		
				Kimley-Horn Certificate of Authorization No. 696 P.E. License No. 70052 355 Alhambra, Suite 1400 Coral Gables, FL 33134	SIGNING AND PAVEMENT MARKING PLAN
				COUNTY: PALE BEACH FINANCIAL PROJECT ID: 440390-1-54-01	5-5



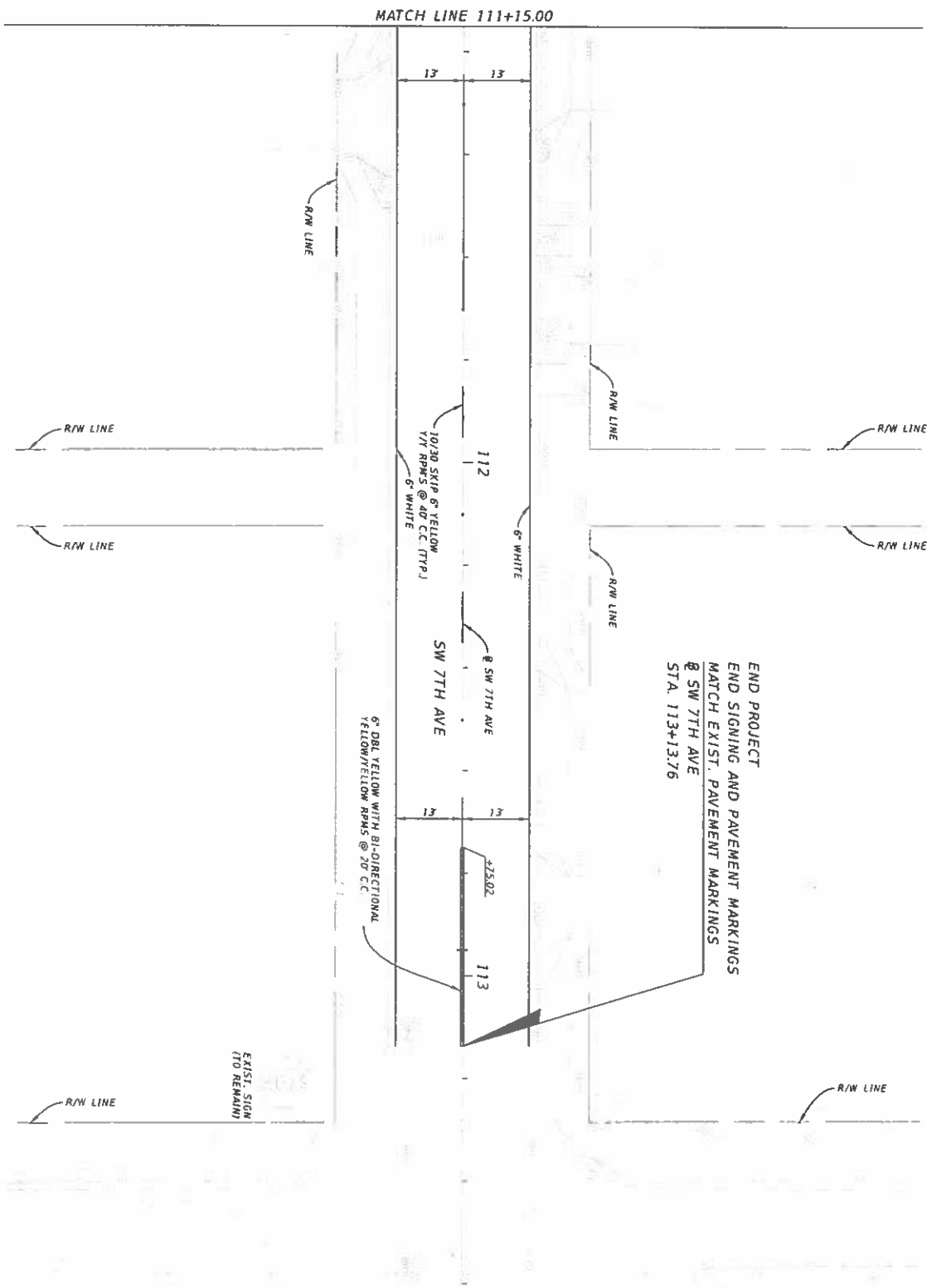
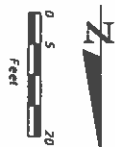
MATCH LINE 108+25.00

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



REVISIONS		DESCRIPTION	DATE
DATE	DESCRIPTION		
<div>Kimley-Horn Certificate of Authorization No. 696 Lorrie J. Almonic, P.E. E. Lewis No. 10842 3500 N.W. 10th St. Coral Gables, FL 33134</div>			
CITY OF SOUTH BAY		FINANCIAL PROJECT ID	440390-1-56-01
COUNTY			
PALM BEACH		SHEET NO.	5-7

SIGNING AND PAVEMENT MARKING PLAN



REVISIONS		DESCRIPTION	DATE
DATE	DESCRIPTION		
		Kimley-Horn Certificate of Authorization No. 696 355 Alameda, Suite 1400 Coral Gables, FL 33134	CITY OF SOUTH BAY COUNTY: FINANCIAL PROJECT NO: 440390-1-54-01
		PALM BEACH	440390-1-54-01
		SIGNING AND PAVEMENT MARKING PLAN	
		SHEET NO. 5-B	

SHEET NO. _____

SIGNING AND PATENT

MARKING PLAN	5-10
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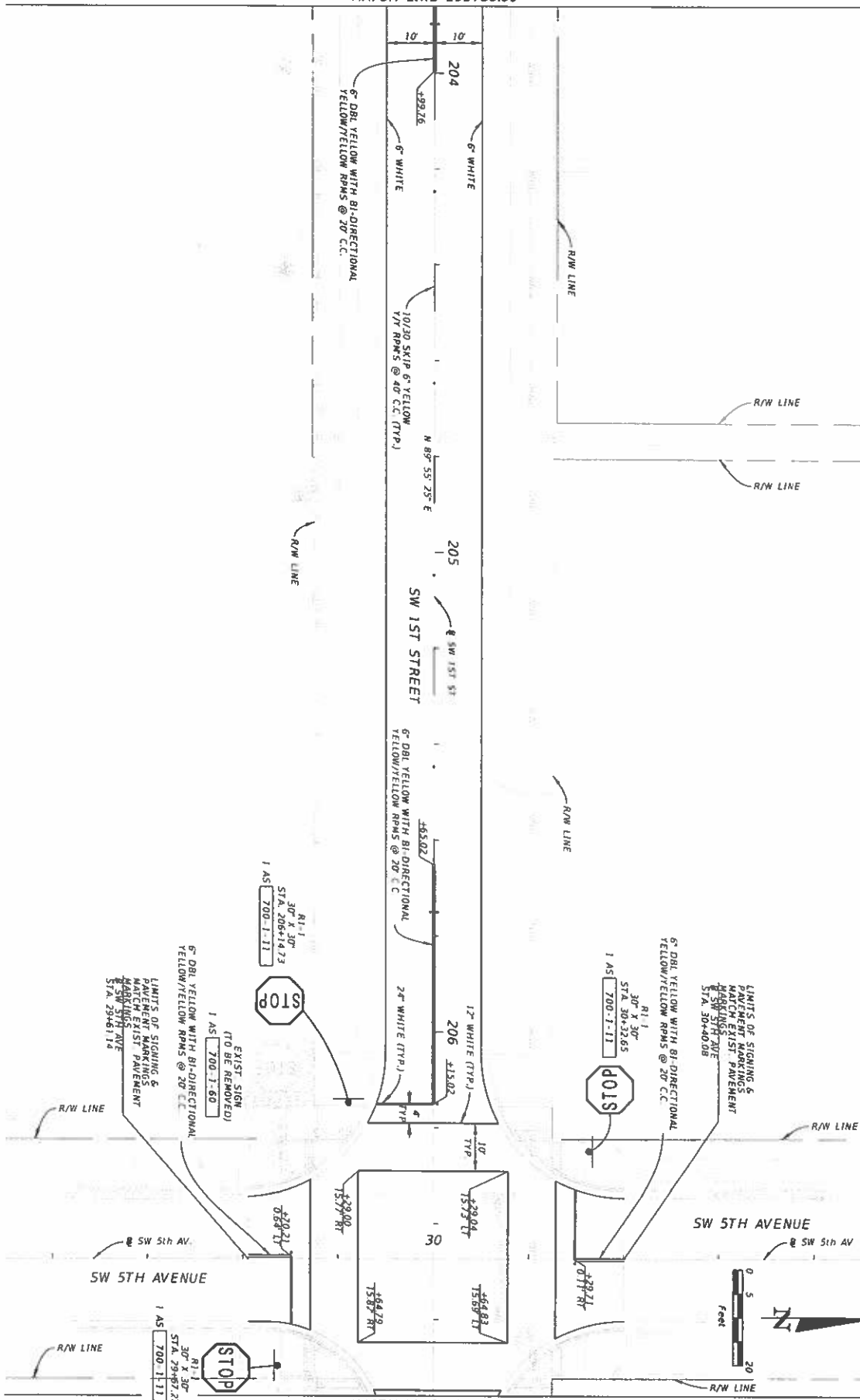
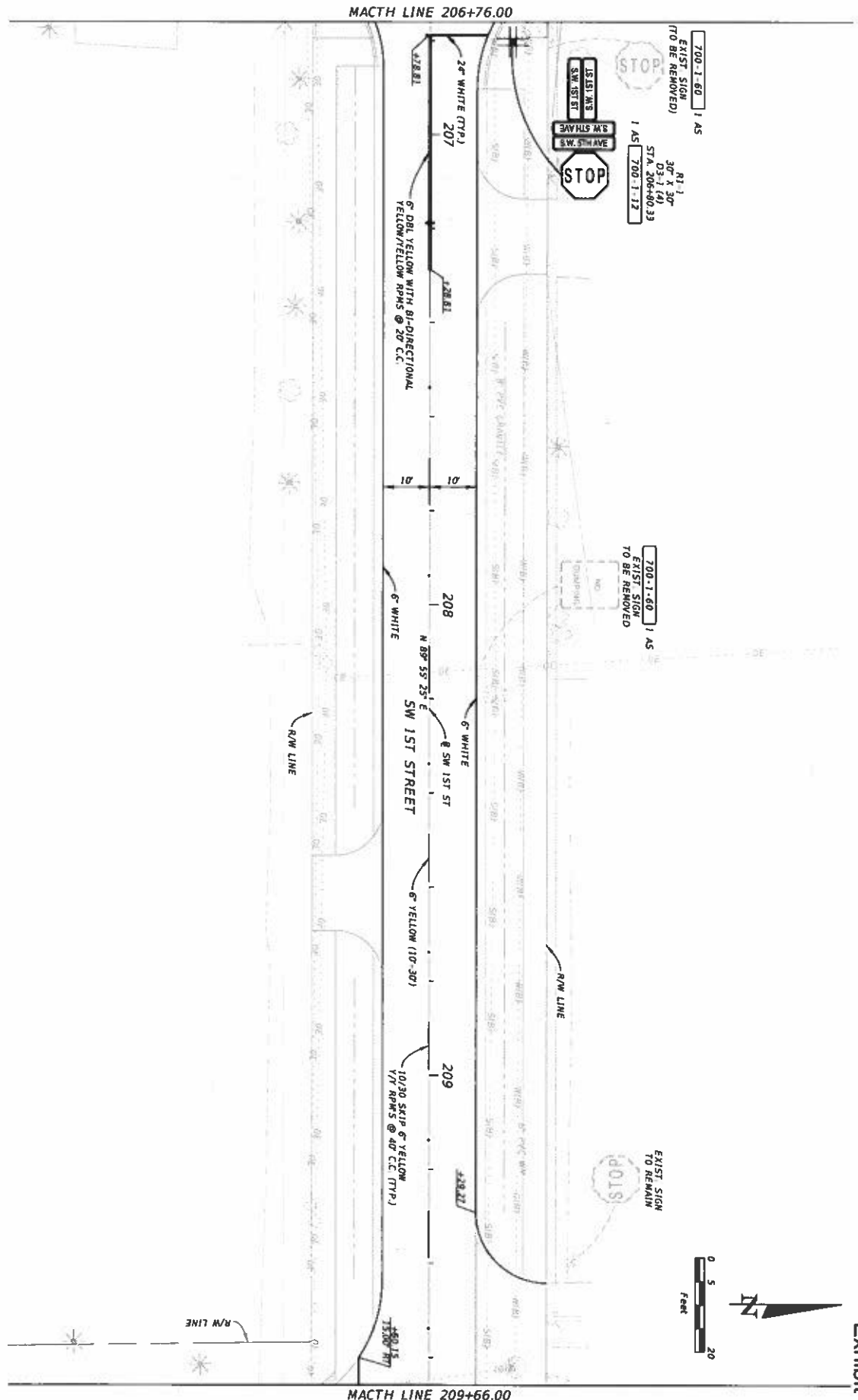


Exhibit C



DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	
<p>Kimley-Horn</p> <p>Certificate of Authorization No. 096</p> <p>State of Alabama, P.E.</p> <p>P.E. License No. 70812</p> <p>355 Altonway, Suite 1400</p> <p>Corvallis, OR 97331</p>									
CITY OF SOUTH BAY		COUNTY		FINANCIAL PROJECT ID		<p>SIGNING AND PAVEMENT MARKING PLAN</p>			
PALM BEACH		440390-154-01							
SHEET NO.		5-11							

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

CONTRACT NO.

G-0J22

FPN

440390-1-54-01

The City of South Bay and The Florida Department of Transportation desires to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on January 19, 2017 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The parties agree that the Agreement and supplements are described as follows:

No changes to the funding.

Reason for Supplement and supporting engineering and/or cost analysis:

This amendment extends the term of this Agreement. Paragraph 3 of the Agreement is amended as follows:

The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through June 30, 2020. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

This Amendment adds the construction deliverables required for the construction of the Project. The construction deliverables are shown in Exhibit A of this Amendment, attached hereto and made a part hereof. The design deliverables, and CEI classification, shown in Exhibit A of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

CITY OF SOUTH BAY
(Name of RECIPIENT)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

BY: _____

TITLE: _____

TITLE: DIRECTOR OF TRANSP. DEVELOPMENT

Print Name: _____

Print Name: STACY L. MILLER, P.E.

Date: _____

ATTEST: _____

OFFICE OF THE GENERAL COUNSEL
LEGAL REVIEW: _____

TITLE: _____

Print Name: _____

See attached encumbrance form for date of
Funding approval by Comptroller.

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Recipient's LEGAL REVIEW: _____

Print Name: _____

EXHIBIT A
FM# 440390-1-54-01
CONSTRUCTION DELIVERABLES

Pay Item	DESCRIPTION	UNIT	QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-10-3	SEDIMENT BARRIER	LF	4051
104-18	INLET PROTECTION SYSTEM	EA	26
110-1-1	CLEARING and GRUBBING	LS/AC	3
120-1	REGULAR EXCAVATION	CY	4413
120-6	EMBANKMENT	CY	536
145-2	GEOSYNTHETIC REINFORCED FOUNDATION OVER SOFT SOIL	SY	8523
160-4	TYPE B STABILIZATION	SY	1154
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	3145
285-70-9	OPTIONAL BASE GROUP 09	SY	7455
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	786
425-1-351	INLETS. CURB, TYPE P-5, < 10'	EA	2
425-1-521	INLETS, DT DOT, TYPE P-C, <10'	EA	10
425-2-61	MANHOLE P-8. <10'	EA	7
430-94-1	DESILT PIPE, 0-24"	LF	1625
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	1185
515-1-2	PIPE HANDRAIL, GUIDRAIL, ALUMINUM	LF	10
520-1-10	CONCRETE CURB 4 GUTTER, TYPE F	LF	3433
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	2061
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1923
527-2	DETECTABLE WARNINGS	SF	257
510-10-110	FENCING, TYPE A, 0.0-5.0, STANDARD	LF	1125
570-1-2	PERFORMANCE TURF, SOD	SY	3145
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	6
700-1-12	SINGLE POST SIGN, FILI GROUND MOUNT, 12-20 SF	AS	5
700-1-60	SINGLE POST SIGN, REMOVE	EA	8
706-3	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA	88
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
711-11-123	THERMOPLASTIC, STANDARD. WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	752
711 -11 -125	THERMOPLASTIC. STANDARD. WHITE. SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	144
711-15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	0.826
711-15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0.16
711-15-231	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.36