

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

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

***TUESDAY, June 04, 2019
7:00 P.M.***

***www.southbaycity.com
Phone: 561-996-6751 Fax: 561-996-7950***

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

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.

AGENDA
CITY OF SOUTH BAY
CITY WORKSHOP
CITY COMMISSION CHAMBERS
June 04, 2019 @ 6:30 P.M.

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

NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/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, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
 - 3a. Agenda Items**
- 4. ADJOURNMENT**

AGENDA
CITY OF SOUTH BAY, FLORIDA
REGULAR CITY MEETING
CITY COMMISSION CHAMBERS
June 04, 2019 at 7:00pm

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

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NOTICE: If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and for that purpose, he/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, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations in order to participate in this proceeding are entitled to the provision of certain assistance at no cost. Please call the City Clerk's Office at 561-996-6751 no later than 2 days prior to the hearing if this assistance is required. For hearing impaired assistance, please call the Florida Relay Service Numbers: 800-955-8771 (TDD) or 800-955-8770 (VOICE).

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.
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1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF VOTING CONFLICTS

3. PRESENTATIONS/PROCLAMATIONS

- 3a. Opportunity Zones Funds
Claude Diles Jr.
Broker Associate
Coldwell Banker Commercial NRT

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

5. CONSENT AGENDA

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the Agenda.

- 5a. Approval of City Minutes - May 07, 2019 (Workshop and City Meeting)

6. RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)

6a. RESOLUTIONS 17-2019

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 WEEKLEY ASPHALT PAVING, INC. REGARDING THE RESURFACING CITY OF SOUTH BAY ROADWAYS PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

6b. RESOLUTIONS 18-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, AUTHORIZING THE CITY MANAGER TO EXPEND DOLLARS FOR SMALL ROADWAY MAINTENANCE AND SIDEWALK PROJECTS; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

- 9a. Accounts payable report
- 9b. HCT Certified Public Accountants and Consultant
2018 Comprehensive Annual Financial Report (CAFR)
Roderick Harvey - Managing Partner

10. CITY CLERK REPORT

- 10a. FLC 93rd Annual Conference

11. CITY MANAGER REPORT

- 11a. City Parks Update
- 11b. ICSC Conference- Update
- 11c. National League of Cities Summer Board Meeting
- 11d. City Hall Minor Improvements
- 11e. 2020 Legislative Discussion

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on May 07, 2019 at 5:30 p.m.

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther E. Berry
Commissioner John Wilson
Commissioner Taranza Mckelvin

Staff:

Burnadette Norris Weeks, City Attorney
Leondrae Camel, City Manager
Vicky DelBosquez, Interim City Clerk
Massih Saadatmand, Finance Director
Catalina Cruz, City Clerk Assistant

Mayor Kyles mentioned discussion of City Clerk Interviews. *(Full discussion/recording is available through the City Clerk's Office/City Website.)*

City Clerk Interview

The Interview schedule is being presented to assist the selections of the next City Clerk; schedule and public meeting May 07, 2019 at 5:30p.m; the first candidate 5:35p.m.- 5:55p.m., second candidate 6:00p.m.- 6:20p.m.; third candidate will be from 6:25p.m.- 6:45p.m; Commissioners select one of the selected six (6) Commission questions ; Candidates will be escorted into the Chambers and seated in front of the Commission; The Human Resource Director will collect all rating forms and tally the results; the selected candidate will be announced during the regularly scheduled Commission Meeting. On May 28, 2019 will be the start date for the new City Clerk. Candidate one (1) withdrew, two Candidates. *(Full discussion/recording is available through the City Clerk's Office/City Website.)*

Commissioner Berry had a comment in regards to the City Manager reference to 7:00p.m. announcement; she would like to re-schedule the announcement until third Meeting. *(Full discussion/recording is available through the City Clerk's Office/City Website.)*

The City Manager requested to the Commissioners to reschedule, and cancel the meeting held on May 21, 2019; reconvene on June 04, 2019. The Mayor and the City Manager would not be in town. *(Full Discussion will be available for 7 p.m. Regular Meeting)*

City Clerk Report

The City Manager Report

The City Manager reports on the International Council Shopping Center Conference; Mayor Kyles and City Manager will be attending this event hosted by RHE International Council of Shopping Center (May 18, 2019-May 21, 2019), in Las Vegas at the Convention Center. The City Manager said they will be marketing City of South Bay roads for an Economic Growth, the Economic Development Site of the Park of Commerce, retail usage, or any usage that will enhance more of the City but will improve the tax base. He stated the 88 Acres site will be marketing to retail Vendors, and Professional Retailers Industry. *(Full discussion/recording available through the City Clerk's Office)*

Mayor Kyles adjourned the City Workshop at 7:00 p.m.

Joe Kyles, Mayor

ATTESTED BY:

Vicky DelBosquez

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on May 07, 2019 at 7:00 p.m.

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther E. Berry
Commissioner John Wilson
Commissioner Taranza Mckelvin

Staff:

Burnadette Norris Weeks, City Attorney
Leondrae Camel, City Manager
Vicky DelBosquez, Interim City Clerk
Massih Saadatmand, Finance Director
Catalina Cruz, City Clerk Assistant

Mayor Kyles called for any voting conflicts, there were none.

Presentations/Proclamations

A Proclamation on behalf of Mental Health Awareness and Trauma Informed Care Month was read aloud by the City Manager; the Proclamation was presented to Federation of Families.

Consent Agenda

Mayor Kyles called for approval of the consent agenda, inclusive of the City Commission Special Meeting Minutes of April 16, 2019, Regular City Meeting Minutes of May 07, 2019, and City Workshop Meeting Minutes of May 07, 2019. The motion to approve the consent agenda was made by Commissioner Berry and seconded by Vice Mayor Barnard.

Ordinance

The City Manager read Ordinances 01-2019 and 02-2019 for the record.

Commissioner Berry made a motion to approve Ordinance 01-2019, a Ordinance of the City of South Bay, Florida approving a small-scale Comprehensive Plan Amendment to amend the City's future land use designation for parcels 1 and 4 of a site known as South Bay Villas/ Marshall Heights located on the South side of Dr. Martin Luther King, Jr. Boulevard approximately 1000 feet west of U.S. Highway 27 comprising 10.06 acres and legally described herein in Exhibit A from RLD (Residential Low Density) future land use designation to RMD (Residential Medium Density) designation: to amend the City's future land use designation for parcels 2 and 3 for the same project site comprising of 4.4 acres, as legally as legally described herein in Exhibit A from Comm (Commercial) future land use designation: providing for adoption of representations: providing for severability: providing for inclusion in the Code of Ordinance; and providing for an effective date. The motion was seconded by Vice Mayor Barnard. The vote was unanimously approved. *(Full discussion/recording is available through the City Clerk's Office/City Website.)*

The City Clerk read Ordinance 02-2019 for the record.

Commissioner Mckelvin made a motion to approve Ordinance 02-2019, an Ordinance of the City of South Bay, Florida relating to re-zoning parcel 1 of site known as South Bay Villas/Marshall Heights located on the south side of Dr. Martin Luther King, Jr. Boulevard approximately 1000 feet west of U.S. Highway 27 comprising 3.31 acres and as legally described herein Exhibit A and attached hereto from R-1 (Single Family Dwelling) zoning to R-3 (Multiple Family Dwelling) zoning; to re-zoning of parcels 2 and 3 comprising 4.4. Acres at the same site and location and as legally described herein as Exhibit A from B-1 (Retail Commercial) to R-# (Multiple Family Dwelling); providing for adoption of representations; providing for severability; providing for inclusion in Code of Ordinances; and providing for an effective date. The motion was seconded by Vice Mayor Barnard. The vote was unanimously approved. *(Full discussion/recording is available through the City Clerk's Office/City Website.)*

City Clerk Report

The City Manager Report

The City Manager announced on May 1st he received a notification from Federal Emergency Management Agency through Florida Division of Emergency Management for a proposal drafted by the Economic Business Development Manager. The City of South Bay will receive a written grant proposal; in amount of a Hundred and Sixty Five Thousand Eight Hundred Eighty Eight Dollars. City of South Bay will be seeing Federal share awarded of a Hundred and Twenty Four Thousand Sixteen Dollars to harden and protect all exterior openings on wind hazards, for winds up to 68 miles per hour in City of South Bay. The City manager stated the Agreement will be coming to the Commission when received by FEMA; Thanked Mr. Collins for his work. *(Full discussion/recording is available through the City Clerk's Office/City Website.)*

The City Manager told the Commissioners to begin thinking about Commission Priorities; in the summer they will be preparing the 2020 budget session; share them with him for the upcoming 2020 Budget calendar year. *(Full discussion/recording is available through the City Clerk's Office/City Website.)*

Mayor Kyles stated Resolution 15-2018; the public should know why that particular Resolution was presented tonight before the Commission as a Charitable Sponsorship in the amount of Two hundred Dollars (\$200) for Kings Tutoring Mentoring Foundation to support South Bay Jaguars. The request came from Barbara Kings representing Kings Tutoring Mentoring Foundation at a previous meeting; the Commission had budgeted Twenty Three Hundred dollars for activities. The Commissioners approved Resolution 16-2019 to support South Bay Jaguars' and King Tutoring Mentoring Foundation. *(Full discussion/recording is available through the City Clerk's Office/City Website.)*

The City Manager reported the modernization status had been approved. Resolution 16-2019 accepted additional funding with an extended time period during the meeting; the construction will be completed in July and improve the walk path, and the parking lot at Tanner Park. *(Full discussion/recording is available through the City Clerk's Office/City Website.)*

City Manager reported Brownfield's Site Status doesn't have final sampling report; expected by the Middle of this May. The Animus Constituent of concern, in the other samples on sites will be meeting the criteria; the groundwater rolling west, it is in the middle of US Highway 27, need to be done to meet the criteria; the anticipating team on Brownfield site team and the Engineer's Data Monitoring the site and moving forward by providing some Economic Development at 40 US Highway 27. *(Full discussion/recording available through the City Clerk's Office)*

The City Manager stated items presented at National Council Shopping Center Conference, May 18-21 in Las Vegas; discussed data in the Manager's Report about Marketing the Economic Development Site, the Park of Commerce, retail usage, or any usage that's going to enhance the City and improve its tax base; Municipalities attended the conference will leave with something for their Communities, whether large or small; the package will be presented during the conference; the Mayor and City Manager have scheduled a time to meet with individual retailers during that time. The Mayor and City Manager will be out May 21, 2019 meeting date; seeking for a motion to postponed the May 21st meeting and reconvene on June 4, 2019, the first meeting in June. *(Full discussion/recording is available through the City Clerk's Office/City Website.)*

First motion moved by Vice Mayor Barnard and Second by Commissioner Wilson. Commissioner Berry Disagrees. Motion carried four (4) to one (1). *(Full discussion/recording available through the City Clerk's Office)*

The City Manager announced, during the workshop the Commissioners had an opportunity to interview two Candidates in City Clerk Position; The second candidate total scoring Tijuana Warner was (14) Fourteen and total scoring third candidate for Ms. Natalie Malone was Nineteen as top Candidate. *(Full discussion/recording available through the City Clerk's Office)*

The City Manager announced the new City Clerk.

Mayor Kyles announced the New City Clerk for City of South Bay is Ms. Natalie Malone.

Future Agenda Items

Commissioner Berry stated Strategic Planning Twenty Thousand Dollars (\$20,000) recommendation on how to use it for minor repairs infrastructure.

Commissioner Wilson stated walking path across over US 27 East and West.

Commissioner Comments *(Full discussion/recording available through the City Clerk's Office)*

Commissioner McKelvin thanked everyone for coming out to the City Commission Meeting and participating in their local government.

Commissioner Wilson thanked everyone for coming out to the City Commission Meeting

Commissioners Berry thanked everyone for their presence for coming to the City Commission Meeting and have good evening.

Vice Mayor Barnard thanked everyone for coming out and thanked the Commissioners for their support; and ask the public to keep coming to meetings.

Mayor Kyles gave thanks to everyone coming out to the City Commission Meeting and gave thanks to the individuals who keeps the City going and safe.

Joe Kyles, Mayor

ATTESTED BY:

Vicky DelBosquez

RESOLUTION 17-2019

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 WEEKLEY ASPHALT PAVING, INC. REGARDING THE RESURFACING CITY OF SOUTH BAY ROADWAYS PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay, Florida ("City") is in need of resurfaced roadways within its city limits; and

WHEREAS, Weekley Asphalt Paving, Inc. has submitted a proposal to the City as the lowest responsive and responsible bidder in response to Invitation To Bid 02-2019, for Milling and Resurfacing Rock Island Road, to perform said resurfacing work for the amount of Sixty-Nine Thousand Eight Hundred and Fifty-Five Dollars and (\$69,855.00); and

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

WHEREAS, City Commission has determined that an Agreement with Weekley Asphalt Paving, Inc. for the milling and resurfacing of Rock Island Road within the City of South Bay is in the best interest of City residents.

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 Weekley Asphalt Paving, Inc. and the City of South Bay for the Economic Development Transportation Project for Glades Area Street Resurfacing and Reconstruction, 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 June 2019.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

WEEKLEY ASPHALT AND PAVING, 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 titled, Project: Milling and Resurfacing Rock Island Road.

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

1.3 On JUNE 4, 2019, 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 02-2019, 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 AUGUST 4, 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 liquidated damages the amount of Two Hundred Fifty Dollars (\$250.00) 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 02-2019 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 minim 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: 0% 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 AUGUST 4, 2019.

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 ITB 02-2019; 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: Daniel D. Weekley, President
Weekley Asphalt and Paving, Inc.
20701 Stirling Road
Pembroke Pines, FL 33332

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:

Natalie Malone, City Clerk

BY: _____
Joe Kyles, Mayor

APPROVED AS TO FORM

Burnadette Norris-Weeks, City Attorney

Leondrae Camel, City Manager

CONTRACTOR

WITNESSES:

BY: _____
Daniel D. Weekley, President
Weekley Asphalt and Paving, 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 CITY OF SOUTH BAY ROADWAYS PROJECT-
BID NO. ITB 02-2019)

EXHIBIT "B"
PRICE FOR SERVICES

EXHIBIT "C"
BID DRAWING AND SPECIFICATIONS



weekley asphalt paving, inc.

20701 Stirling Road • Pembroke Pines, Florida 33332

May 23, 2019

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

Re: Milling and Resurfacing Rock Island Road Proposal

To Whom It May Concern:

Weekley Asphalt Paving, Inc. provides a lump sum bid in the amount of **\$69,855.00**.

Respectfully,

WEEKLEY ASPHALT PAVING, INC.


Daniel D. Weekley
President

PHONE: (954) 680-8005
ENGINEERING FAX (954) 680-8671 • ACCOUNTING FAX (954) 680-8692

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: MILLING AND RESURFACING ROCK ISLAND ROAD

DATE: 05/23/2019

BIDDER: Weekley Asphalt Paving, 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 <u>05/16/2019</u>	Addenda Number <u>1</u>
Date _____	Addenda Number _____
Date _____	Addenda Number _____

(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 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:

PROJECT: MILLING AND RESURFACING ROCK ISLAND ROAD will be substantially completed within 30 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 30 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) Schedule of Values.
 - (b) List other documents as pertinent.
9. Written communications concerning this Bid shall be emailed to:
Name: Leondrae Camel, City Manager
Email: Camell@southbaycity.com
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. CGC1518050
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: N/A

SCHEDULE OF BID ITEMS

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

If BIDDER is

An Individual N/A

Name _____ (SEAL)
Signature: _____
Doing business as _____
Business Address: _____

Phone Number: _____ Fax Number _____

~~A Partnership~~ N/A

Firm's Name _____ (SEAL)
General Partner Signature: _____
Business Address: _____

Phone Number: _____ Fax Number _____

A Corporation

Corporation's Name Weekley Asphalt Paving, Inc. (SEAL)
State of Incorporation Florida
Authorized Person: Daniel D. Weekley
Title: President
Signature: _____
Attest: Wayne D. Weekley (Secretary)
Signature: _____
Business Address: 20701 Stirling Road
Pembroke Pines, FL 33332
Phone Number: 954-680-8005 Fax Number 954-680-8671



SCHEDULE OF SUBCONTRACTORS

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

Discipline	Subcontractor	Address City, ST Zip	License Number

**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
[print name of the public entity]
by Daniel D. Weekley, President
[print individual's name and title]
for Weekley Asphalt Paving, Inc.
[print name of entity submitting sworn statement]

whose business address is 20701 Stirling Road
Pembroke Pines, FL 33332

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0753039

(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.

_____ Daniel D. Weekley [Signature] President

05/23/2019

[date]

STATE OF Florida

COUNTY OF Broward

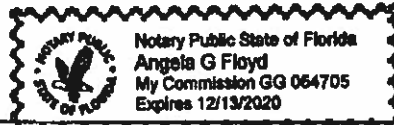
Subscribed and Sworn to (or affirmed) before me on May 23, 2019 by _____ [date]

Daniel D. Weekley [name]. He/she is personally known to me or has presented _____

[type of identification]

as identification.

[Notary's Signature and Seal]



Print Notary Name and Commission No.

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.

1. How many years has your organization been in business? 63
2. What is the last project of this nature that you have completed?
FDOT SR 953 (Le Jeune Road) from SW 2nd Street to NW 11th Street
3. Have you ever failed to complete work awarded to you? If so, where and why? No

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

See Attachment # 2

Name	Address	Phone	Fax

5. 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>See Attachment # 3</u>				

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? Yes
7. 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

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

See Attachment # 1

9. 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.

Clint Parrish. See Clint's resume in Attachment # 4

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 Weekley Asphalt Paving, Inc.

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

The address of principal place of business is 20701 Stirling Road, Pembroke Pines, FL 33332

The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: None

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

AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____ day of _____ in the year _____, by and between the City of South Bay, (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

PROJECT: MILLING AND RESURFACING ROCK ISLAND ROAD

ARTICLE 2 - ENGINEER

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

ARTICLE 3 - CONTRACT TIMES

3.1 Work will be substantially completed within 30 days from the date of Notice to Proceed, and shall be finally complete within 30 days from the date of Notice to Proceed.

3.2 **LIQUIDATED DAMAGES.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR and/or CONTRACTOR'S Surety shall pay OWNER Two Hundred Fifty and 00/100 dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR and/or CONTRACTOR'S Surety shall pay OWNER Five Hundred and 00/100 (\$500.00) for each day that expires after the time specified in paragraph 3.1 for final completion and readiness for final payment until the Work is completed and ready for final payment.

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

ARTICLE 4 - CONTRACT PRICE

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

The amount of _____ (\$ _____), which is based on the price(s) in the Schedule of Values.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, if any, based on the number of units completed).

5.1.1. Prior to successful completion of 50% of the work, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions and any applicable Supplementary Conditions.

90% of Work completed.

0% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Paragraph 14.02.A of the General Conditions).

5.1.2. Upon successful completion of 50% of the work, progress payments will be made in an amount equal to 95% of work completed, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions and any applicable Supplementary Conditions.

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

ARTICLE 6

(This Article left blank intentionally).

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

ARTICLE 8 - CONTRACT DOCUMENTS

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

- 8.1 This Agreement.
- 8.2 This space left blank intentionally
- 8.3 Notice of Award.
- 8.4 General Conditions and Supplementary Conditions.
- 8.5 Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition (not attached hereto) and Florida Department of Transportation Design Standards, latest edition (not attached).
- 8.6 This space left blank intentionally
- 8.7 Drawings attached hereto and/or referenced in the List of Drawings (which may or may not be attached hereto).
- 8.8 Addenda numbers ____ to ____, inclusive.
- 8.9 CONTRACTOR'S Bid.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement may not be attached hereto: Notice to Proceed, all written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

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

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained on the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 10 - INDEMNIFICATION

10.1 This space left blank intentionally.

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

ARTICLE 11 - SALES TAX INFORMATION

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

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

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

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

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

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

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

OWNER: City of South Bay

CONTRACTOR _____

By _____
Joe Kyles, Mayor

By _____

Attest: _____
Vicenta Del Bosquez, Interim City Clerk

Attest: _____

(SEAL)

(CORPORATE SEAL)

Address for giving notices
335 SW 2nd Ave
South Bay, Florida 33493

Address for giving notices

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

License No. _____

Agent for service of process:

Bumadette Norris-Weeks, City Attorney

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

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents for **MILLING AND RESURFACING ROCK ISLAND ROAD** and that after such examination I am of the opinion that the execution of the Agreement, the Performance Bond and Payment Bond to be provided are in due and proper form.

Burnadette Norris-Weeks, City Attorney

This _____ day of _____, 2019.



City of South Bay, Florida

**Invitation To Bid
for
Milling and Resurfacing of Rock Island Rd.**

Invitation To Bid No. 02-2019

ADDENDUM #1

For information, contact:

*Leondrae D. Camel, City Manager
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493
Phone: 561-996-6751
Fax: 561-996-7950*

City of South Bay, Florida
Invitation To Bid No. 02-2019
ADDENDUM #1

Milling and Resurfacing of Rock Island Rd.

QUESTIONS:

1. Can the City update the plans to show proposed striping plan?
Striping consists of 6" thermoplastic on either side of the road and 6" yellow skip along the center line. Stop bar (18" white thermoplastic) and 6" double yellow thermoplastic (50') installed at the intersection of NW 1st Ave.

2. Can the City please clarify if the leveling course is to be installed at 1" only or if the intent is to fill in all settlements. If so, please provide a topo and proposed grades.
An asphalt leveling course is defined as a layer of asphaltic concrete pavement of varying thickness spread on an existing pavement to compensate for irregularities prior to placing the surface or wearing course. No topo shall be provided and grades are per plan. SP 9.5 can be substituted for SP12.5.

3. Please confirm bid opening time. Legal Notice states 11:00am and 12:00pm.
Sealed BIDS will be received in the Office of the City Manager at 11:00am May 23, 2019.
Sealed Bidders name and address to be opened 12:00pm May 23, 2019

4. Included in this addendum is the **Draft Agreement and Bid Form.**

This addendum is being issued to clarify several questions asked during the mandatory pre-bid meeting on Tuesday, May 14, 2019 at 11:00am.

CNA SURETY

Bid Bond

Bond No. _____

CONTRACTOR:

(Name, legal status and address)

Weekley Asphalt Paving, Inc.
20701 Stirling Road
Pembroke Pines, FL 33332

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: Ten percent of bid amount

PROJECT:

(Name, location or address, and Project number, if any)

Bid No: 02-2019 - Milling & Resurfacing, Rock Island Road

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of May, 2019.


(Witness) Wayne D. Weekley, Secretary


(Witness) Francis Tolon

Weekley Asphalt Paving, Inc.

(Principal)

(Seal)

(Title) Daniel D. Weekley, President

Western Surety Company

(Surety)

(Seal)

(Title) Lisette Rodriguez, Attorney-in-Fact

Bid Bond

Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. **CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.**

USING A310—2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard Arcadio Rodriguez, Lisette Rodriguez, Individually

of Coconut Grove, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of August, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of August, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of May, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



WEEKLASP

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/17/2019

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 Commercial Lines - (305) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133		CONTACT NAME: Francys Tolon PHONE (A/C No. Ext): 786.785.1126 FAX (A/C No.): 7862649232 E-MAIL ADDRESS: francys.tolon@usi.com	
INSURED Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines FL 33332		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: Old Republic Insurance Company 24147	
		INSURER B: Certain Underwriters at Lloyds of London	
		INSURER C: AGCS Marine Insurance Company 22837	
		INSURER D: Hallmark Specialty Insurance Company 26808	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 14199527** **REVISION NUMBER: See below**

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.

UNBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		MWZY 312426 19	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 312425 19	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SCX1001619	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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 Y	MWC 312427 19	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased & Rented Equipment			MXI93071287	03/01/2019	03/01/2020	L&R Equipment \$200,000 Deductible \$5,000

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

Bid No. 02-2019 - Milling & Resurfacing, Rock Island Road

City of South Bay is listed as an additional insured with respects to the general liability coverage.

CERTIFICATE HOLDER

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

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

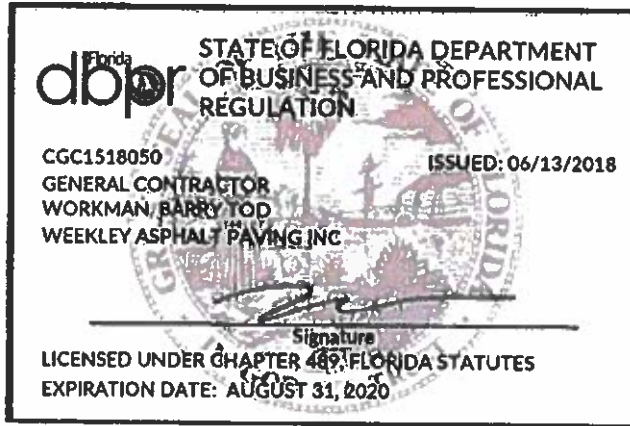
B. M. Carl

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Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
D	Excess Liability			77HX1991B1	03/01/2019	03/01/2020	3,000,000



Edward Lynch, Chair

Construction Industry Licensing Board
of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-10823	PAVING COMMERCIAL



Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.

NAME : WAYNE D WEEKLEY
FIRM : WEEKLEY ASPHALT PAVING INC
DBA :
20701 STIRLING RD
PEMBROKE PINES, FL 33332



Issued : 08/21/2017

Expiration date: 09/30/2019

Weekley Asphalt Paving, Inc.
Equipment List

Attachment #1

CLASS			
100	Equip #	Description	Serial #
	021	2010 FORD EXPEDITION	1FMJU1F56AEB08057
	22	2015 FORD EXPEDITION KING	1FMJU1JT1FWF03082
	24	2014 DODGE RAM 3500	3C6URVHD2EE130640
	026	07 FORD EDGE	2FMDK36C67BB38418
	030	01 CHRYSLER TOWN & CTRY	2C8GP54L61R400405
	031	2012 DODGE DURANGO	1C4SDHCT2CC204738
101	035	2011 FORD F-250	1FT7W2AT0BEC28572
	036	2011 FORD F-250	1FT7W2AT8BEC66373
	037	06 FORD F-250	1FTSX20P36ED62560
	038	2011 FORD F-250	1FT7X2AT5BEC33702
	040	06 FORD F-250 SUPER DUTY	1FTSX20P66EB67178
	041	2014 DODGE RAM 2500	3C6MR4ALXEG269317
	042	2014 DODGE RAM 3500	3C7WRSCLXEG242950
	043	2015 DODGE RAM 3500	3C7WRSAL4FG570367
	44	2015 DODGE RAM 1500	1c6rr6fm2fs521896
	045	06 FORD F-250 SUPER DUTY	1FTSX20PX6EB88955
	052	99 FORD F-250 SUPER DUTY	1FTNX20F8XED77643
	056	06 FORD F-250 SUPER DUTY	1FTSX20P76ED83489
	061	15 DODGE RAM 5500 P/U	3C7WRMFL7FG511575
	063	02 DODGE RAM 2500 P/U	3B7KC23662M263038
	065	1999 DODGE RAM 2500 LARAM	1B7KC2367XJ511477
	073	04 F150 SUPERCAB	1FTPX12594NC08525
	077	2013 FORD F-150	1FTFW1CT0DFC39720
	078	2013 FORD F-150	1FTFW1CT3DFC47441
	79	2015 DODGE RAM 1500	1C6RR6FM3FS535287
	80	2015 DODGE RAM 1500	1C6RR6FM1FS535286
	87	2016 DODGE RAM 1500 QUAD	1C6RR6FM0GS243503
	88	2016 DODGE RAM 1500 CREW	1C6RR6KM0GS298135
	091	08 DODGE LARAMIE	1D7HA182X8S583999
	094	08 DODGE RAM 1500	1D7HA18258S524987

**Weekley Asphalt Paving, Inc.
Equipment List**

101	Equip #	Description	Serial #
	095	2014 DODGE RAM 1500	3C6JR6DM5EG269972
	099	2012 DODGE RAM 1500	1C6RD7FP9CS342359
	103	06 FORD F-350 SUPER DUTY	1FDWW36P26EB93595
	105	04 USED FORD F-350 SUPER	XLFTSW30P74EC19282
	109	05 FORD F250 SUPER DUTY	1FTSX20P95EB86239
	130	2016 ISUZU TRUCK	JALB4W172G7F00109
	112	06 FORD F350 SUPER DUTY	1FDWW36P86EC25806
	177	2015 DODGE RAM 2500	1C6UR4CL6FG509855
	178	2015 DODGE RAM 1500	1C6RR6FMXFS535285
	179	14 DODGE RAM 3500	3C7WRSBL2EG138227
	181	14 DODGE RAM 3500 FLATBED	3C7WRSCLXEG120816
	182	2014 DODGE RAM	3C7WRSAL9EG182811
	183	2014 DODGE RAM 2500	3C6UR4CL3EG146472
	184	2013 DODGE RAM 2500 CREW	3C6UR4HL2DG578705
	185	2013 RAM 2500 TRUCK	3C6UR4HL5DG520202
	186	2011 DODGE 4500 CREW	3D6WU6CLXBG580440
	188	2011 DODGE RAM 3500	3D73M3CLXBG512555
	189	2011 DODGE RAM 3500	3D73M3CL1BG512556
	190	07 DODGE MEGA 3500 TRUCK	3D7ML39C47G701062
	191	07 DODGE 3500 MEGA CAB TK	3D7ML39L07G701060
	192	07 DODGE 3500 MEGA CAB TK	3D7ML39L57G701054
	195	05 F450 FLAT BED	1FDXF46P45EC89110
	197	2015 DODGE 1500 LONGHORN	1C6RR7PT7FS529505
	198	2011 FORD F-550	1FDUF5GT2BEA65432
	199	1999 FORD F-550	1FDAF56F0XEC43330
	SE107	1999 FORD F350 CREW CAB	1FTSW30F8XEE69556
	PV-001	2014 DODGE RAM 4500	3C7WRLEL7EG209021
	PV-002	2011 DODGE 2500 P/U TRUCK	3D7UT2HL3BG584367
	PV-003	2013 FORD F-350	1FT8W3BT8DEB12207
104			
	T24	06 MACK DUMP TRUCK CV713	1M2AG11C06M040414

**Weekley Asphalt Paving, Inc.
Equipment List**

104	Equip #	Description	Serial #
	T25	06 MACK DUMP TRUCK CV713	1M2AG11C26M040284
	T26	05 MACK DUMP TRUCK CV713	1M2AG11C55M020870
	T27	05 MACK DUMP TRUCK CV713	1M2AG11C25M022351
	T28	04 MACK DUMP TRUCK CV713	1M2AG11CX4MO12181
	T29	05 MACK DUMP TRUCK CV713	1M2AG11C15MO17318
	T30	05 MACK DUMP TRUCK CV713	1M2AG11C75M035659
	T31	04 MACK DUMP TRUCK CV713	1M2AG11C84M013068
	T32	07 MACK DUMP TRUCK CV713	1M2AG11C17M055683
	T33	06 MACK DUMP TRUCK CV713	1M2AG11C76M030768
	T34	06 MACK DUMP TRUCK CV713	1M2AG11C96M033476
	T35	06 MACK DUMP TRUCK CV713	1M2AG11C56M042188
	T36	02 USED MACK DMP TK CV713	1M2AG10C02M001544
	T38	03 MACK DUMP TRUCK CV713	1M2AG11C93M006421
	T39	04 MACK DUMP TRUCK CV713	1M2AG11C74M010470
	T40	00 MACK DUMP TRUCK RD690S	1M2P264C0YM029398
	T41	02 MACK DUMP TRUCK CV713	1M2AG11C42M001237
	T42	02 MACK DUMP TRUCK CV713	1M2AG11C62M001238
	T43	01 MACK DUMP TRUCK RD688S	1M2P270CX1M056061
	T47	99 MACK RD 690S	1M2P264C2XM027327
	T48	99 MACK RD 690S	1M2P264C4XM027328
	T49	99 MACK RD 690S	1M2P264C6XM027329
	T50	02 USED MACK DUMP TRUCK	1M2P267C12M064695
	T51	02 USED MACK DUMP TRUCK	1M2P267C42M064660
	T52	02 USED MACK DUMP TRUCK	1M2P267C22M064656
	T53	02 MACK DUMP TRUCK RD688S	1M2P267C02M064655
	T87	99 MACK TRACTOR CH613	1M1AA12Y6XW113596
	T88	00 MACK TRACTOR CH613	1M1AA12Y9YW119877
	T89	98 MACK TRCTOR CH613	1M1AA12Y4WW090138
	T90	00 MACK TRACTOR CH613	1M1AA12Y6YW121974
	T91	00 MACK TRUCK CH613	1M1AA13Y4YW119834
	T92	1999 MACK TRACTOR CH613	1M1AA13YOXW105413

**Weekley Asphalt Paving, Inc.
Equipment List**

104	Equip #	Description	Serial #
	T93	1999 MACK TRACTOR CH613	1M1AA14Y2XW109090
	T94	07 MACK TRACTOR CHN613	IM1AJ07Y97N011329
	T95	03 MACK TRACTOR CX613	1M1AE06Y73W013803
	T96	05 PETERBILT 335 TRACTOR	2XPLAZ7X75M884528
106			
	D23	2013 FORD/2000 ETNYRE DIST	3FRXF7FJ2DV790990
	D24	2003 STERLING M7500 TRUCK	2FZACGAK93AL66443
	D25	09 FORD/09 ETNYRE DIST	3FRXF75D09V134273
	D26	01 ETNYRE ASPHALT DIST	2FZAASAK11AJ18483
	D27	06 ETNYRE CENTENNIAL DIST	2FZAASDC06AW73579
107			
	193	2008 INT'L MECH TK	1HTMMAAL48H636411
	194	06 FORD F650	3FRNF65036V339872
	S21	08 FORD F-750	EFRXF75D48V062041
	S23	14 FORD F-750	3FRNW7FC8DV019670
	S24	06 FORD F-650	3FRWW65CX6V356795
	S25	2000 FORD F650	3FDWW6542YMA06426
	S26	2000 FORD F650	3FDWW6544YMA06444
	S27	01 STERLING M7500	2FZAAJAK21AG92250
110	TL95	06 EAST DUMP TRL	1E1D1P3886RD39589
111			
	LBT08	08 TRAILBOSS LOWBOY	4SODK483581002847
	LBT09	07 TRAILBOSS LOWBOY	4SODK533571002679
	LBT10	TRAL KING TRAILER	1TKJ049353M122853
	SEC05	1971 FONTAINE TRAILER	13840
	TL94	1974 FLATBED TRAILER	46797
112			
	TL-76	ASPHALT STORAGE TANKER	
	TL77	06 ETNYRE ALUM TANKER	1E9T632316E007204
	TL78	1986 ETNYRE LOWER TANKER	1E9T44200GE007095
	TL-79	ASPHALT TANKER	

Weekley Asphalt Paving, Inc.
Equipment List

113	Equip #	Description	Serial #
	SE111	1966 FRU TANK TRLR	228010
	GTL01	69 STRIGHT EDGE TRAILER	9L9250
	GTL02	02 ALL PRO TRAILER	1A920029123B15732
	GTL03	02 ALL PRO TRAILER	1A920029123B17944
	GTL04	1978 GENERAL TRAILER	8AP78218
	GTL06	05 CALT TRAILER (HORSE)	4GAHC122651001533
	GTL07	06 MALLARD RV	1EF1C302766011711
	GTL08	06 ADVANCED TRAILER	1A9BU15246D736040
	GTL10	08 STRAIGHTEDGE TRL	10022008
	GTL11	06 HOMEMADE TRL	NOVIN0200504683
	GTL12	1977 HOMEMADE TRAILER	NOVIN0200097340
	GTL13	04 HOMEMADE TRAILER 16'	NOVIN0200425862
	GTL14	15 HOMEMADE TRAILER 15'	NOVIN0201096740
	GTL15	05 FLATBED EQUIP TRAILER	5MTPF16235A000023
	GTL16	05 MILLENUM TRAILER	5MTGD28244A000782
	GTL17	05 CARRY-ON TRAILER	4YMUL10155G025494
	GTL18	06 MILLENNIUM TRL	5MTGD630275A000343
	GTL19	1983 HOMEMADE TRAILER	NOVIN0200097301
	GTL21	05 GOOSENECK TRAILER	16GS628235B079440
	GTL22	05 WINCO 12' BOBCAT TRLR	154BC12256T009147
	GTL23	07 KAUFMAN TRAILER	15XFD18287L002492
	GTL24	07 KAUFMAN TRAILER	15XFD182X7L002494
	GTL25	07 KAUFMAN TRAILER	15XFD18287L002493
	GTL26	1990 HOOPER 16' TRAILER	HICO 000000001087
	GTL27	2015 GOOSENECK TRAILER	16GS63621FB069337
	GTL28	08 TANDEM AXLE TRAILER	1S907X1618M982723
	GTL30	07 MILLENNIUM TRAILER	5MTPT18247A000027
	GTL31	08 BIG TEX TRAILER	16VEX182182395050
	GTL32	09 ENCLOSED CONTRTR TRL	4YMCL16259G000953
	GTL33	09 KAUFMAN TRAILER	5VGFA202X9L002064
	GTL35	2012 KAUFMAN D TILT DEL	5VGFD2221CL002501

**Weekley Asphalt Paving, Inc.
Equipment List**

113	Equip #	Description	Serial #
	GTL36	2012 KAUFMAN D TILT DEL	5VGFD2223CL002502
	GTL37	2010 HMDE TRAILER	NOVIN0200861842
	GTL38	GOOSENECK DUMP TRAILER	154FD20206T011282
	GTL39	TILT DEC EQUIP TRAILER	5FTUH1211Y1014457
	GTL94	1995 CUSTOM FLATBED TRLR	1YB321530S1B1T261
	SEC74	1974 GENERAL FLATBED TRLR	6D74182(GTL03)
200	203	00 STERLING G&K 2500 WATER TRK	2FWWHECB6YAF39860
	204	00 STERLING 2500 WATER TRK	2FXHRFAC4YAF15397
300			
	300	06 CAT CB434D VIB ROLLER	CATCB434KCCNH00544
	301	05 DYNAPACD CC142 ROLLER	60213112
	303	05 CAT DBL DRUM ROLLER CB224E	CATCB224P22400732
	304	09 CAT CB34 TANDEM VIB ROLLER	CATOCB34J34500272
	306	05 CAT DBL DRUM ROLLER CB224E	CATCB224P22400733
	306	06 CAT CB334E ASPHALT RLR	CATCB334HC3A00229
	307	06 CAT CB334E ASPHALT RLR	CATCB334AC3A00230
	308	06 CAT CB334E TANDEM RLLR	CATCB334TC3A00283
	309	08 CAT CB24 TANDEM VIB RLLR	CAT0CB24H24000118
	310	INGERSOLL RAND SD100 RLR	174315
	311	ING RAND DBL DRUM ROLLER DD70	172705
	312	2007 CAT CB434D TANDEM RO	CATCB434KCNH00690
	313	2007 CAT CB434D TANDEM RL	CATCB434CCNH00658
	314	2011 VOLVO SD100D ROLLER	226122
	315	2007 CAT CB224E TANDEM VIB RLLR	CATCB224K22402837
	316	2005 CAT CB224E TANDEM VIB RLLR	CATCB224A22400639
	317	2000 CAT CB224E TANDEM VIB RLLR	CATCB224K22401002
	319	86 DYNAPAC MDL CC 21 RLR	476084
	325	05 DYNAPAC CP142 ROLLER	2163BR2100
	326	07 DYNAPAC ROLLER CP142	2163BR2219
	327	1996 DYNAPAC WHEEL ROLLER CP132	728B036

**Weekley Asphalt Paving, Inc.
Equipment List**

300	Equip #	Description	Serial #
	328	2014 DYNAPAC ROLLER CP142	10000500JOB003182
	349	1987 INGRAM 3 WHL ROLLER T12	578494-EB14
	350	1987 INGRAM 3 WHL ROLLER T12	578502-EB14
	351	03 INGRAM 3 WHEEL ROLLER AS314	901054
	384	BOMAG BW120 ROLLER	101170511714
	369	2011 DYNAPAC ROLLER CC524	JOA006219
400			
	448	07 KUBOTA TRACTOR MX5000DT	56955
	448B	BUSH HOG 6"	12-07967
	449	06 KUBOTA TRACTOR B2630HSDF	51165
	449A	06 48'" SQUEALER MOWER	1219970
	451	04 KUBOTA TRACTOR M4900	53550
	451A	BUSH HOG MOWER 286	12-19380
	452	09 KUBOTA 4WD TRACTOR M954DDTC	59318
	452A	BUSH HOG 3210	12-23642
	457	96 BROCE RC-300 BROOM	87681
	458	98 WALDON SWEEPMASTER 250	25580
	459	99 BROCE RC350-52 BROOM	89055
	460	04 LEEBOY R848 BROOM	481041153
	461	07 LEEBOY BROOM RB48	42289
	462	08 LEEBOY BROOM RB48	51906
	463	02 BROCE RJ350 BROOM	402315
	464	12 BROCE CTR350 BROOM	407501
	465	2011 BLAW KNOX CB-90 BROOM	72882
	501	05 BOBCAT SKID STEER LDR S220	526212716
	502	05 BOBCAT SKID STEER LDR A205	528411458
	503	05 S220 BOBCAT SKID STEER	526214465
	503A	08 HI FLOW PLANER	231711716
	504	99 CAT 225B EXCAVATOR	2ZD01605
	505	USED BOBCAT LOADER S160	526716925
	505A	USED MOUNTED BREAKER	000961

**Weekley Asphalt Paving, Inc.
Equipment List**

500	Equip #	Description	Serial #
	506	06 BOBCAT SKID STEER LDR T300	532012235
	506A	PALLET FORKS FOR 506	
	506B	24" AUGER FOR 506	
	507	07 BOBCAT LOADER T300	532016305
	507A	BOBCAT ROOT GRAPPLE	B00212
	507B	BOBCAT BRUSHCAT CUTTER	B00212
	507C	BOBCAT AUGER	506010
	508	99 JOHN DEER BACKHOE 410E	T0410EX838147
	509	07 BOBCAT LOADER W/BUCKET T300	532015797
	511	00 LINKBELT EXCAV 2800QEX	E6189281
	515	2003 BOBCAT EXCAVATOR 442A	622311589
	516	99 KOMATSU WA-250-3 LDR	53335
	516A	WA200 LOADER RAKE 105"	0506-190195-1
	517	02 KOMATSU BACKHOE LOADER WB140-2	F11633
	517A	TRAMAC 140 HAMMER	139991
	518	08 CAT TERRAIN LOADER 277C	CAT0277CCJWF00649
	519	2009 CAT 299C LOADER	CAT0299CPJSP00553
	520	2014 GRADALL EXCAVATOR XL3300 III	3300000751/8065-6007
	522	03 KOMATSU WA 250-5 LOADR	A73038
	523	03 KOMATSU WB140-2N COMBO	A20189
	524	03 KOMATSU EXCAVATOR PL 3 PC-300LC-7	A85015
	525A	BOBCAT TILLER 68'	054700894
	526	2014 VOLVO EXCAVATOR ECR235DL	0381
	527	2013 KOMATSU WHEEL LOADER WA380-7	A84350
	528	04 KOMATSU WA-380-5 LOADR	A52348
	529	05 KOMATSU BACKHOE LOADER WB140-2	KMTWB001L36A21244
	530	13 VOLVO WHEEL EXCAVATOR EQ180D	220212
	535	11 CATERPILLAR BACKHOE LOADR 420E	CAT0420ETDAN01303
	537	03 KOMASTSU BACKHOE LOADR WB140-2	A20087
	538	04 CATERPILLAR BACKHOE LOADR 420D	CAT0420DVFDP20732
	539	09 KOMATSU BACKHOE LDR WB146	KMTWB016K36A24213

**Weekley Asphalt Paving, Inc.
Equipment List**

500	Equip #	Description	Serial #
	540	KOMATSU WHEEL LOADERS WA250-5L	KMTWA055J57A74354
	540A	FORKS ATTACHED TO 540	
	541	KOMATSU WHEEL LDR WA250-5	KMTWA055C57A74355
	542	KOMATSU WA250-5L LOADER	KMTWA055L57A73906
	544	2005 KOMATSU WA250 WHLR L	KMTWA055K57A73476
	545	05 CAT 938G WHEEL LOADER	CAT0938GCRTB01672
	546	05 CAT 938G WHEEL LOADER	CAT0938GPCRD01426
	548	2013 BOBCAT SKID STEER LD S630	A3NT17075
	548A	BOBCAT SWEEPER	A9T600369
	548B	2015 BOBCAT 18" PLANER HIGH FLOW	M7018
	549	2013 BOBCAT S630 SKID STE	A3NT16510
	549A	BOBCAT SWEEPER	714429721
	550	2011 BOBCAT SKID LOADER S650	A3NV11560
	550B	2013 CAT SWEEPER BROOM	EQ0028605
	551	2011 BOBCAT SKID LOADER S650	A3NV13049
	551A	72' SWEEPER	6707837
	551B	2010 BC HIFLOW MELROE PLA	231713323
	552	2011 KUBOTA LDR SVL90C	10267
	552A	MOWER DECK	
	553	JCB SKID STEER LOADER 320T	GEO320TVAB1747102
	554	2012 BOBCAT S650 SKID STEER LDR	A3NV15850
	555	2016 KUBOTA TRACK SKID STEER LD	30810
	559A	88 CLEARING RAKE - 950	
	563	88 CAT WHEEL LOADER 966C	76J5660
	571	07 JOHN DEERE 310J BACKHOE LOADER	T0310JX158444
	572	07 JOHN DEERE 310J BACKHOE LOADER	T0310JX138847
	594	1978 950 CAT LOADER	43J10338
	SEC19	79 SKID STEER LOADER RAKE	
	SE103	98 JOHN DEERE 244H LDR	T6244HX000078
600			
	672	USED KOMATSU D-61P DOZER	B1926

**Weekley Asphalt Paving, Inc.
Equipment List**

600	Equip #	Description	Serial #
	673	01 KOMATSU D41P-6 DOZER	B21604
	675	04 KOMATSU D-41P DOZER	B21359
	676	2013 CAT TRACTOR P5K2LGP	KYY00157
	SE108	99 KOMATSU D31P-20 DOZER	48766
700			
	770	04 HUBER MAINTAINER M850C	M850C02UEM1041
	776	HENRY DICK ROAD WIDENER HDBT-4	
	780	02 CATERPILLAR GRADER 12H	4XM02508
	781	CATERPILLAR 12G GRADER	61M12336
	783	96 REX SOIL STABILIZER HDS	HK427
	784	2011 TEREX RECLAIMER/STAB RS350	560216
800			
	830	94 MIDLAND ROAD WIDENER WA	234
	831	07 CAT AP800D ASP PAVER	A5P00206
	835	CAT ASPHALT PAVER AP800D	CATAP800EA5P00212
	836	09 CAT ASPHALT PAVER AP1000D	EAD00332
	839	05 CAT PAVER AP1000B	CATAP100JAGP00200
	840	14 CAT PAVER AP1000E	T1F00260
	841	14 CAT PAVER AP600D	TFZ00332
900			
	936	90 CORE DRILL/HMD TRL	
	947	90 ASPHALT HEATER	
	951	89 1 1/2 YD CONCRETE BKT	
	954	90 CLAMSHELL BUCKET 1 C.Y	
	957	08 ROLLING STRAIGHTEGE	
	971	89 LISTER GENERATOR	39524TS2E25004
	971A	24" DW BASETANK	123940
	981	04 CASE 588G FORKLIFT	JG0291482
	982	07 TOYOTA FORKLIFT 8FGCU25 4500LB	14004
	1000	93 360000 BTU PRTBL PATCH	12049
	1001	99 VOLVO FORKS	C397-F420

**Weekley Asphalt Paving, Inc.
Equipment List**

900	Equip #	Description	Serial #
	1002	08 DIXIE CHOPPER	8078660
	1003	KUBOTA ZERO TURN MOWER W/60" DECK	12233
	1005	AIR COMPRESSOR MODEL 210	19544A
	1007	03 POLARIS 4X4	4XARD50A32D151645
	1010	07 BAD BOY BUGGY	BBE514B3875004069
	1011	2010 POLARIS	4XAWH76A1A2160252
	1013	TILLER	LPQRTA3576
	1021	MAGNUM LIGHT TOWER	S/N 030658
	1022	WACKER LIGHT PLANT	S/N 5257650
	1025	TRL MOUNTED PRESSURE CLNR	
	MH01	04WESTFIELD MOBILE HOME	GAFL307A51509WW31
	WAP76	ASPHALT CURBER	521
	WAP85	PRO MAC WALK BEHIND SAW	11016511
	WAP86	05 TARGET WALK BEHIND SAW	000000429260
	BR001	STORAGE TRAILER - 20'	OCS-230
	BR027	LINK BELT PILE HAMMER 520	520835



weekley asphalt paving, inc.

20701 STIRLING ROAD • PEMBROKE PINES, FL 33332

REFERENCES

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e-mail: joison@targetengineering.com

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e-mail: pete.nissen@dot.state.fl.us

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mario.cabrera@dot.state.fl.us



weekley asphalt paving, inc.

20701 STIRLING ROAD • PEMBROKE PINES, FL 33332

REFERENCES

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5100 NE 12 Terrace
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e-mail: smay@margatefl.com

PROJECT REFERENCES/INFORMATION

WEEKLEY ASPHALT PAVING, INC

Attachment # 3

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
14629	FOOT	FOOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Igor Calabro Ph: 305-640-7128 Email: igor.calabro@foor.com.fl.us	\$ 1,141,014.00	T-6358 - TRAFFIC OPERATIONS DISTRIBUTION SAFETY PUSHBUTTON PROJECTS	The improvements under this Contract consist of Traffic Operations Districtwide Safety Pushbutton Projects	2/11/2016	CURRENT
14628	FOOT	FOOT District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Timothy Butler Ph: 954-558-7946 Email: timothy.butler@foor.com.fl.us	\$ 1,000,000.00	E-4850 - PUSHBUTTON - ROADWAY CONSTRUCTION, INTERSECTION IMPROVEMENTS, ROADWAY SIGNING & PAVEMENT MARKINGS	The improvements under this Contract consist of roadway construction, intersection improvements, roadway signing and pavement marking throughout Broward County.	9/2/2016	CURRENT
14642	CITY OF FORT LAUDERDALE	City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL	Barkun Howell Ph: 954-428-4505 Email: howell@fortlauderdale.gov	\$ 5,373,503.00	12134 ANNUAL CONCRETE AND PAVER STONES	This project is City-wide in the City of Fort Lauderdale. It is an annual contract without fixed volume of work. Work will be dependent upon the desire of the City to perform work on a call order basis. Work in the first year will include, but is not limited to, installation of 6-inch thick concrete sidewalk, various curbs, brick pavers, interlock base of various depths, type S-3 asphaltic concrete, thermoplastic pavement marking, ADA concrete ramps, removal of asphalt, tree roots and other items specified in the proposal pages of this contract	12/1/2016	CURRENT
16142	PALM BEACH CO.	Board of County Commissioners, Beech County Engineering & Public Works Department 2300 North Jog Road West Palm Beach, Florida, 33411	John Kopsch Chief Construction Coordinator Direct (561) 684-4173 Fax (561) 684-4185 Email: Kopschj@pbgo.com	\$ 1,225,347.90	2014519 - SW JOHN STREET & MILITARY TRAIL	The roadway plans for Palm Beach County Project No. 2014519, consist of all work necessary to construct/widen SW 18th Street & Military Trail, Palm Beach County, Florida. The work includes mobilization, clearing and grubbing, ditch work, maintenance of traffic, maintenance of pedestrian traffic, asphalt pavement, curbs, drainage, signposts, HPOES compliance, and other work, as directed by the Engineer. Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway editing, resurfacing, pavement marking, miscellaneous pavement repair activities, and maintenance of traffic per specifications in a competent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws. Conservation activities shall conform to the latest edition of	5/22/2017	
17066	TOWN OF DAVIE	Town of Davie 6591 Orange Drive Davie, FL 33314 Phone 954-797-1082	Laura A. Borgess, PE, PSM, MPA Town Engineer 954-797-1096 Fax 954-797-1142 lborgess@davie-fl.gov	\$4,372,170.00	COOPERATIVE/PROGTRAC AGREEMENT OFF BROWARD CO. 1132700281 JOB 10655 ROAD RESURFACING PROJECTS		8/27/2017	
17068	TOWN OF DAVIE	Town of Davie 6591 Orange Drive Davie, FL 33314 Phone 954-797-1082	Jonathan Vogt Phone: 954-797-2137 Email: jvogt@davie-fl.gov	\$6,278,106.06	ITB NO. B-17-151, NOVA DRIVE ROADWAY IMPROVEMENTS	The scope of work includes but is not limited to widening the existing multi-lane road configuration throughout the corridor to accommodate a combination of lanes and designated bike lanes, intermittent landscape medians, right turn lanes, and the construction of a traffic roundabout 200' west of SW 71st Terrace together with the expansion to a four lane divided section with landscaped medians from Davie Road to College Avenue. Existing drainage facilities will be modified and new drainage facilities will be added. New sidewalks, curbing, curb ramps, roadway lighting, landscaping with irrigation, new signalization, as well as road construction.	12/19/2017	
17118	SILVER LAKE3 COMMUNITY ASSOC., INC.	Pinet Property Management 6941 SW 138 Ave Suite 27 Pembroke Pines, FL 33332	Robert Moses, LCAM, CMCA, AMS VP of Operations/General Manager Phone: 954-438-4370 ext. 220 Fax: 954-438-2951 robert@pinetpropertymanagement.com	\$1,270,888.78	SILVER LAKE3 ROADWAY RESURFACING PROJECT PHASE 4	The purpose of this project is to provide resurfacing and raised work on the local roads as identified in the 2017 Roadway Resurfacing (Phase 1) plans for Silver Lakes, Florida. The areas to be resurfaced are defined on the drawings prepared by BTE dated 3-15-17. The contractor shall mill and resurface the areas located within the boundaries indicated on the BTE drawings. The subsequent sections of this specification describe appropriate information for this work.	10/21/2017	
17122	FOOT	FOOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Francisco Uribe Project Overseer I Phone: 305-640-7506 Cell: 305-619-7144 Email: Francisco.Uribe@foor.com.fl.us	\$1,397,410.35	T-4436, SR 90 (SW 8.51) AND SR 973 (SW 87 AVE)	The improvements under this Contract consist of intersection improvements along State Road No. 90 / SW 8th Street from West of SW 90th Avenue to East of SW 88th Court and along State Road No. 973 / SW 87th Avenue from SW 14th Street to North of SW 4th Street.	4/18/2018	

PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
1726	BROWARD CO.	Highway and Bridge Maintenance Division 1600 Broward Road, Pompano Beach, FL 33069	Angela Byers Administrative Officer Email: abyers@broward.org Phone (954) 357-5948 Cell (954) 770-0935	\$4,599,707.17	PEARBOREE ROAD CONSTRUCTION (DYLES ROAD TO SILVER SHOES BLVD)	Scope includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for Pembroke Road Construction (Dyles Road to Silver Shoes Blvd). The improvements include reconstruction of Pembroke Road from two lanes to four lanes divided roadway with Complete Street elements, including designated bicycle lanes, sidewalks, drainage, lighting, signalization, landscaping, and irrigation improvements. This project includes County Incentive Grant Program funding from Florida Department of Transportation (FDOT) for construction services	3/26/2018	
17129	CITY OF MIAMI	City of Miami Construction & Facilities Management Department 2200 Civic Center Place Miami, FL 33125	Selma Zuniga, P.E. Development Engineer Email: selzuniga@miamifm.gov Phone: (954) 602-3323	\$1,963,988.00	HISTORIC MARIANAR COMPLETE STREETS-PHASE II	The improvements consist of sidewalk, driveways, curb and gutter construction, landscaping, lighting and preparation and implementation of Maintenance of Traffic. Improvements are within an area bounded by Pembroke Road to the north County Line Road to the south, SW 62 Ave to the west and SR 7 to the east.	3/5/2018	
18081	SOUTHEAST CHEROKEE CONSTRUCTION, INC.	Southeast Cherokee Construction, Inc. 14140 SW 72nd Ave Palmetto Bay, FL 33158	Anthony German Phone: (786) 236-5876 agerman@secherokeecoconstruction.com	\$3,525,552.15	CONTRACT # W8150R-17-C-0029, CONSTRUCTION ENTRY CONTROL COMPLEX, HOMESTEAD APB	Furnish all labor, materials, equipment, supervision and incidentals required to perform earthwork, water and sewer install, drainage, asphalt surfacing, concrete curb and sidewalk, implementation of Maintenance of Traffic, pavement markings and signage for the construction of the Entry Control Complex located on Homestead Air Force Base.	3/27/2018	
18088	BROWARD CO.	Broward County 115 South Andrews Ave, P.O. Lauderdale, FL 33301	Luis Velaz, P.E. Highway & Bridge Maintenance Division 1600 Broward Road Pompano Beach, FL 33069 PH: 954-257-0445 Email: lvelaz@broward.org	\$ 4,372,170.00	1138700381 - BROWARD CO. PAVEMENT RESURFACE & REPAIR SERVICES	Furnish all labor, materials, equipment, supervision and incidentals required to perform roadway milling, resurfacing, pavement marking, miscellaneous pavements repair activities, and maintenance of traffic per specifications in a consistent and professional manner and in compliance with all applicable building, safety, technical and related codes and laws.	2/3/2018	
18084	FDOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Colin Johnson, Project Administrator Cell: (305) 491-1815 Email: Colin.Johnson@dot.state.fl.us	\$1,594,337.03	E-6L27, SR 7 / NW 7 AVE FROM N CP NW 79 ST TO LITTLE RIVER DRIVE	The improvements consist of milling and resurfacing, pavement markings, guardrails, drainage improvements, curb and gutter construction, landscaping, lighting, signalization and preparation and implementation of Maintenance of Traffic. Improvements consist along State Road 7/Northwest 7 Avenue from north of Northwest 79 Street to Little River Drive.	9/19/2018	
18086	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Machandey Phillip Project Administrator I Office: (954) 252-7035 Cell: (954) 298-8360 Email: Machandey.Phillip@dot.state.fl.us	\$ 1,099,458.32	E-4706, PARK AND RIDE DAVIS ROAD AT SR 862 / 1-595	Widening, milling and resurfacing, curb and gutter, drainage improvements, sidewalk and driveways, bus shelters, bus shelter relocations, signing and pavement markings, detectable warning surfaces, vehicle detection systems, ITS components for an Intelligent Parking System, and lighting within the existing Park and Ride facility at the southeast quadrant of the intersection of State Road 84 (I-595 eastbound frontage road) and Davis Road, with connections to Reese Road, in the City of Davie.	6/11/2018	
18087	FDOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Steve Clark, Project Administrator Cell: 654-618-3600 scclark@dot.state.fl.us	\$ 1,711,829.50	E-4701, SR 80 / SOUTHERN BLVD FROM PIKE ROAD EASTERLY 0.379 MILES TO EAST OF TRUCK AND TRAILER WAY	Widening, milling and resurfacing, gravity wall, Class IV culverts and retaining walls, drainage improvements (including pipe culverts, curb and barrier wall drainage inlets, and curb and gutter), driveways, sidewalks, guardrail, pedestrian railing, sign, fencing, signing and pavement markings, sign structures, lighting, signalization (including pedestrian detectors and signals, and vehicle detection systems) along State Road 80 (US 98/Southern Boulevard) from Pike Road easterly 0.379 miles to east of Truck and Trailer Way.	5/17/2018	
18080	RUSSELL ENGINEERING, INC.	RUSSELL ENGINEERING, INC. 2530 S.W. 86TH STREET FT. LAUDERDALE, FL 33312	Brian Gibbs, V.P. Ph: 954-691-7702 Email: brian.g@russelingengineering.com	\$ 1,114,438.25	COUNTY PROJECT NO. 6413, CONTRACT NO. W811445C1 (PB) JOB NO. 11708010	The contract consist of milling and resurfacing White Road from Riverside Drive to Road Island Road.	7/12/2018	

PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION OPERATIONS	WORK DESCRIPTION	START DATE	COMPLETION DATE
18070	FOOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Timothy Borden Ph: 954-958-7646 Email: Timothy.borden@dot.state.fl.us	\$ 1,000,000.00	F-4712, BROWARD COUNTY PUSH BUTTON CONTRACT TRAFFIC OPERATIONS	The contract consist of roadway construction, intersection improvements, roadway signing, and pavement marking throughout Broward County.		
18075	FOOT	FDOT, District 4, Broward Operations 5548 NW 9th Avenue Fort Lauderdale, FL 33309	Hughes Charles, E.L., Project Administrator Phone: 954-958-7639 Email: Hughes.Charles@dot.state.fl.us	\$ 1,327,721.23	T-6480, NW 12TH ST FROM SR 77N (US 441) TO SR 943 (POWERLINE RD) AND FROM SR 77N (US 441) TO NW 3157 AVE	The improvements under this contract consist of added bike lanes along NW 12th Street via lane width reduction with milling and resurfacing, sidewalk and driveway, ADA ramps with detectable warnings, drainage improvements, curb and gutter, bus stopper relocations, signing and pavement markings, and signalization with pedestrian detectors, and lighting including LED retrofit at specific locations.	10/1/2018	
18076	FOOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Leonardo Bermudez, Project Administrator Cell: 305-568-4079 Email: Leonardo.Bermudez@dot.state.fl.us	\$ 2,865,340.29	T-6413, SR 944 (NW/NE 54TH ST) FROM E OF NW 7TH AVE TO BISCAYNE BLVD AND NW 6TH CT TO NE 131 AVE	The improvements under this contract consist of milling and resurfacing along SR 944 (NW/NE 54th Street) and Intersection Improvements.	10/1/2018	
18077	MONROE COUNTY	Monroe County, Engineering Department 102050 Overseas Highway, Suite 229 Key Largo, FL 33037	Debra London, Project Manager Phone: 305-453-4754 Email: London-Debra@MonroeCounty-FL.Gov	\$ 1,521,961.58	KEY LARGO II ROADWAY AND DRAINAGE IMPROVEMENT PROJECT	The contract consist of roadway and drainage improvements. This includes roadway reconstruction, widening, milling, overlay existing road surfaces with asphaltic concrete pavement, repaving roadway shoulders, pavement markings, drainage and other roadway construction per drawings and specifications.	8/23/2018	
18132	BOCA RATON AIRPORT AUTHORITY	Boca Raton Airport Authority 503 NW 35th Street Boca Raton, FL 33431	Scott Kohout, Deputy Director Phone: (561) 391-2202, Ext. 212 Cell: (561) 236-3078 Email: scottk@airportport.com	\$ 1,050,000.00	2018 AIRFIELD IMPROVEMENTS, SCHEDULE D - READVANTAGE AND REMARK RUNWAY 5-23	The contract consist of asphalt surface treatment, M.O.T. and pavement marking of Runway 5-23.	10/1/2018	
18134	FOOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Colin Johnson, Project Administrator Cell: (850) 491-1515 Email: Colin.Johnson@dot.state.fl.us	\$ 1,113,869.25	T-6444, SR 934 (E 25th ST / NW 79th ST) from E 4th AVE / NW 47th AVE to E 12th AVE / NW 37th AVE	Improvements consist of intersection improvements along SR 934 (E 25th ST / NW 79th ST)	4/8/2019	
18139	FOOT	FDOT District VI 1000 NW 111 Avenue Miami, Florida 33172	Jacki Hart, PE Senior Project Engineer 3100 Overseas Hwy, Miramar, FL 33050 Phone: 954-775-8949 Cell: 305-509-7504 jacki.hart@state.fl.us	\$ 1,590,778.72	E-689, SR 5 / N ROOSEVELT ROAD (PEDESTRIAN HYBRID BEACONS AND LIGHTING)	The contract consists of traffic operations improvements to install hybrid beacons and lighting at five locations along State Road 5 / North Roosevelt Boulevard in City of Key West.	2/23/2019	
18139	CITY OF BOCA RATON	City of Boca Raton Municipal Services Department 201 W Palmview Park Road Boca Raton, FL 33432	Zachery (Mr.) P.E. Assistant City Civil Engineer Phone: 561-416-3430 ZBHV@ci.boca-raton.fl.us	\$ 1,500,000.00	2018-055, ANNUAL GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION	The contract is for multiple roadway construction improvement projects which may include, road resurfacing, road construction, asphalt bike paths, concrete sidewalks, ADA improvements, concrete bus pads, intersection turn lanes, extended speed humps, roadway narrowing, pavement marking, and drainage improvements associated with road work.		

PROJECT REFERENCES/INFORMATION

JOB #	OWNER	ADDRESS	CONTACT PERSON TITLE PHONE # FAX # E-MAIL	CONTRACT AMOUNT	PROJECT CONTRACT & LOCATION	WORK DESCRIPTION	START DATE	COMPLETION DATE
28128	MIAMI-DADE CO.	Miami Dade County 111 N.W. 1st Street Miami, FL 33128	Frank Mendosa 111 NW 1st Street Miami, FL 33128 Phone: 305-375-2111 Cell: 305-281-9724 Email: mendosa@miamidade.gov	\$ 1,734,535.08	RPO NO. 2018-0176 (MCC 7860 PLAN), PUSH BUTTON NORTH ROADWAY RESURFACING CONTRACT	The improvements under this contract consist of North Roadway Resurfacing Pavement Projects.		
28139	MIAMI-DADE CO.	Miami Dade County 111 N.W. 1st Street Miami, FL 33128	Frank Mendosa 111 NW 1st Street Miami, FL 33128 Phone: 305-375-2111 Cell: 305-281-9724 Email: mendosa@miamidade.gov	\$ 1,666,507.51	RPO NO. 2018-0177 (MCC 7860 PLAN), PUSH BUTTON SOUTH ROADWAY RESURFACING CONTRACT	The improvements under this contract consist of South Roadway Resurfacing Pavement Projects.	5/6/2019	
28145	SEMINOLE TRIBE OF FLORIDA	Seminole Tribe of Florida Headquarters 6300 Shiloh Road Hollywood, Florida 33024	James R. Jeffers, PE 954-901-6951 email: jamesj@semtb.com	\$ 6,189,208.61	JOSE BELLE HIGHWAY (SR 1281) MAINTENANCE SERVICES SEGMENT 2 MILLING, RESURFACING AND SHOULDER RECONSTRUCTION	The improvements consist of Jose Belle Highway Segment 2 milling, resurfacing and shoulder reconstruction along 3.8 miles of roadway. Major components require mobilization, M.O.T., clearing, earthwork, milling, resurfacing, should reconstruction, installation of guardrail, signage and pavement marking.	12/1/2018	
28044	FOOT			\$ 4,132,433.17	T-4501, NE 48 / 49 ST, NE 11 AVE, SW 3RD AVE AND SE 2ND AVE	The improvements under this contract consist of milling and resurfacing, curb and gutter, sidewalks, driveways, detectable warnings, pavers, signing and pavement markings, lighting including special light poles and luminaires, utility adjustments, sod, and monitoring existing structures along NE 48/49 Street, NE 11 Avenue, and SE 2nd Avenue.		
28045	FOOT			\$ 2,257,600.88	T-4503, SR 858 (HALLANDALE BEACH BLVD) FROM SEPTA RAIL CROSSING NO. 628290-Y EASTERN 0.147 MILES TO ANSIN BLVD	The improvements under this contract consist of widening, milling and resurfacing, drainage improvements, concrete sidewalk, guardrail, signing including internally illuminated, pavement markings, signalization including steel mast arms, vehicular and pedestrian detectors, fiber optic, lighting and monitor existing structures along SR 858 (Hallandale Beach Blvd).		
19687	FOOT	FOOT District VI 1000 NW 111 Avenue Miami, Florida 33172		\$ 1,000,000.00	ESL75, PUSH BUTTON - TRAFFIC OPERATIONS SIGNAL	The contract consists of traffic operations signal improvements at various locations throughout Miami-Dade County.		

Clint Parrish
General Manager of Asphalt Operations



Expertise

Equipment Operation
Training
Scheduling
Construction Operations

Education

Broward Community College
Weston High School

Experience

15 Years

Licenses and Certificates

FDOT – Advanced M.O.T. Certification



Mr. Parrish has been working for Weekley Asphalt Paving, Inc. since 2004. He began as a laborer on the paving crew, trained roller, loader and other equipment as operator. Mr. Parrish was promoted to foreman where his duties include daily scheduling, training, and supervision of crew for roadway paving division. In 2018 was promoted to the General Asphalt Superintendent overseeing 3 Asphalt Crews and Project Manager.

N.W. 27th Avenue (SR 9) at N.W. 11th Street, Florida Department of Transportation (1/04 – 3/04) – Intersection improvement including paving, milling and concrete. Additional work included Maintenance of Traffic (MOT) and electrical support services.

T-4386 – SR A1A (Ocean Drive) From County Line Road to Seacrest Parkway, Florida Department of Transportation (10/14 – 1/16) – Improvements consist of resurfacing, signage and pavement markings, signalization and lighting on SR A1A.

20156-08 – Dixie Highway Improvement Project, City of Wilton Manors (1/16 – 11/16) – Improvements consist of widening, milling and paving Dixie Highway from Wilton Drive to South Fork of the Middle River, including new sidewalks, lighting, landscaping, irrigation and signage.

B-15-17 Davie Road Phase I, Roadway Improvements, Town of Davie (7/15 – 3/17) – Widening of Davie Road from four to six lanes between Nova Drive and SR-84 with bike lanes, wider sidewalks, landscaped medians, signalization, lighting and signage.

T-4428 – SW 30th Ave from Griffin Road to SW 45th Street, Florida Department of Transportation (11/16 – 3/17) – Improvements consist of roadway widening, milling and resurfacing, driveways, curb and gutter, signalization, lighting and landscaping on SW 30th Avenue from State Road 818 (Griffin Road) to SW 42nd Street.

T-4439 – SR 848 (Stirling Road) and SR 7 (US-441), Florida Department of Transportation (2/17 – 3/18) – Improvements consist of roadway widening, bike lanes, drainage improvements, resurfacing, signage, guardrail, pavement markings, signalization improvements.

B-16-157 Davie Road Phase II, Roadway Improvements, Town of Davie (4/17 – 10/18) – Widening of Davie Road from four to six lanes between Nova Drive and SW 39 Street with bike lanes, wider sidewalks and landscaped medians.

RESOLUTION NO. 18-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, AUTHORIZING THE CITY MANAGER TO EXPEND DOLLARS FOR SMALL ROADWAY MAINTENANCE AND SIDEWALK PROJECTS; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on July 17, 2012, the City Commission of the City of South Bay ("City Commission") held a community discussion resulting in the creation of a seven (7) year master plan with a focus on jobs, community revitalization and economic development; and

WHEREAS, as a data collection component of the strategic planning process, the City Commission approved a Community Input Survey. The survey was designed to obtain input regarding economic development within the next five (5) years; and

WHEREAS, on August 21, 2018, the City Commission adopted Resolution 38-2018 acknowledging the 2018 Community Input Survey for Economic Development; and

WHEREAS, the City Commission of the City of South Bay desires authorize funding for small roadway maintenance and sidewalk projects in the amount of Twenty Thousand Dollars (\$20,000.00), to support and partially fund the 2018 Community Input Survey.

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 Funding. The City Commission of the City of South Bay hereby authorizes the City Manager to fund small roadway maintenance and sidewalk projects as specified in Exhibit "A", attached hereto, in the amount of Twenty Thousand Dollars (\$20,000.00) from the City's General Fund, in order to support and partially fund the 2018 Community Input Survey, attached hereto as "Exhibit A". The City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 4th day of June 2019.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of South Bay

South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
Telephone: 561-996-6751
Facsimile: 561-996-7950

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther Berry

John Wilson

Taranza Mckelvin

Leondrae Camel
City Manager

Vicky DelBosquez
City Clerk

Burnadette Norris-Weeks
City Attorney

City of South Bay list of road repair/sidewalk projects as of May 13, 2019

1. NW 9th Ave.(110-115)
2. NW 10th Ave.and NW1st (190-185) Road and Sidewalk
3. SW 10th Ave. (210-250)Road and Sidewalk
4. SW 11th Ave.(265-135)Road and Sidewalk repair.
5. NW 11th Ave.(145) Road
6. NW 12th Ave.(230)Sidewalk
7. SE 1st Ave
8. SE 3rd Ave.
9. SE 4th Ave.
10. SE 2nd Ave.
11. SW 3rd Ave.
12. Intersection of NW 10th/SW 1st Ave.

"An equal Opportunity
Affirmative Action Employer"

RESOLUTION NO. 38-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACKNOWLEDGING THE 2018 SOUTH BAY COMMUNITY INPUT SURVEY; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, since 2011, the City of South Bay City Commission ("City Commission") has sought to engage the community in strategic planning, a process designed to provide essential information about strengths, weaknesses, opportunities and threats relative to land use, community revitalization, economic development and fiscal priorities; and

WHEREAS, on April 23, 2011, the City Commission initiated and convened a community strategic planning and visioning workshop. Approximately twenty-five (25) participants used the SWOT matrix to identify community strengths, weaknesses, opportunities and threats; and

WHEREAS, the participants identified and prioritized the following issues: Strengths - location and people; Weaknesses - lack of job opportunities and lack of diverse businesses; Opportunities - Inland distribution center and signature event/Bayfest; Threats - Lake Okeechobee breach and access to west area from east coast/infrastructure, transportation; and

WHEREAS, on June 7, 2011, the City Commission adopted Resolution 17-2011, Supporting the Strategic Planning Process for Identifying and Prioritizing Economic Development and Community Revitalization Projects; and

WHEREAS, on July 17, 2012, the City Commission and the community discussed the creation of a seven (7) year master plan with a focus on jobs, community revitalization and economic development; and

WHEREAS, as a data collection component of the strategic planning process, the City Commission approved a Community Input Survey. The survey was designed to obtain input regarding economic development within the next five (5) years; and

WHEREAS, City Commission of the City of South Bay desires to acknowledge the 2018 Community Input Survey for Economic Development.

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. Acknowledgment of 2018 Community Input Survey. The City Commission of the City of South Bay hereby acknowledges the 2018 Community Input Survey, attached Exhibit "A". The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

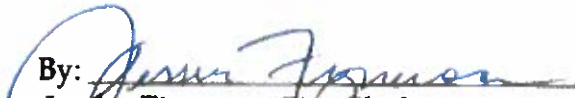
Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 21st day of August 2018.




Joe Kyles, Mayor

Attested

By: 

Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Burnadette Norris-Week, Esquire
City Attorney

Moved by: Commissioner Barnard

Seconded by: Vice-Mayor Wilson

VOTE:



Community Input Survey Results

CITY COMMISSION

- Joe Kyles, Mayor**
- John Wilson, Vice Mayor**
- Esther Berry, Treasurer**
- Betty Barnard**
- Taranza McKelvin**

**Leondrae D. Camel,
City Manager**

**Jessica Figueroa,
City Clerk**

**Burnadette Norris-Weeks,
City Attorney**

August 7, 2018



**CITY OF SOUTH BAY
CROSSROADS OF SOUTH FLORIDA**

WE ENVISION A SUSTAINABLE ECONOMY

2018 STRATEGIC PLANNING COMMUNITY INPUT SURVEY RESULTS

From Mainstreet To Tallahassee



www.southbaycity.com

South Bay, Florida 33493

Tuesday August 7, 2018

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EXECUTIVE SUMMARY

HISTORICAL CONTEXT – Community Strategic Planning and Visioning

Since 2011, the City of South Bay Commission has engaged community in strategic planning, as a process to provide essential information about strengths, weaknesses, opportunities and threats relative to land use, community revitalization, economic development and fiscal priorities.

Notably, on April 23, 2011, the City commission initiated and convened the community strategic planning and visioning workshop. Approximately 25 participants used the **SWOT** matrix to identify community **strengths, weaknesses, opportunities** and **threats**. The participants identified and prioritized the following:

Strengths – location and people

Weaknesses – lack of job opportunities and lack of diverse businesses

Opportunities – Inland distribution center and signature event/Bayfest

Threats – Lake Okeechobee breach and access to west area from east coast/infrastructure, transportation

On June 7, 2011, the City commission adopted **Resolution 17, 2011**, namely, **Resolution of the City Commission of the City of South Bay Palm Beach County Florida Supporting the Strategic Planning Process for Identifying and Prioritizing Economic Development and Community Revitalization Projects**. Significantly, on July 17, 2012, the commission and

the community discussed the creation of a 7 year master plan with focus on jobs, community revitalization and economic development.

In collaboration with community stakeholders, local businesses, residents, Palm Beach County League of Cities, Palm Beach County Board of County Commission- west area, Business Development Board, LORE, Palm Beach County School Board –west area and State of Florida legislators, the City of South Bay Commission adopted and submitted Legislative Priorities to the State of Florida Appropriations committee. Notably, the City has received State funding for infrastructure improvement to support quality of life, public safety and economic development.

As a data collection component of the strategic planning process, the City of South Bay commission approved the **Community Input Survey**. The survey was designed to obtain input regarding economic development within the next five years.

METHODOLOGY - Community Input Survey

The methodology means systematic procedures that describe survey purpose, design, sample, data collection procedures, tabulation training, data analysis and results. In this context, methodology is descriptive.

Purpose - To determine community input regarding economic development and related factors, the City commission approved the survey as a data collection instrument.

Survey Design - The commission reviewed and selected nine multiple choice questions and 1 yes or no question.

What is the City's growth and development challenge?

What is the City's greatest asset?

What type of development would you support?

What type of housing do you support?

Which of the following do you support?

What cultural activities do you support?

Which capital improvement should the City prioritize?

Which economic development priority would you support?

What type of restaurant would you support in the City?

Do you support Live Stream commission meetings?

Sample – Sample means postal recipients identified to receive the survey (mailboxes and direct house delivery).

Data collection (mailing procedures dissemination and return)

Survey staff, with summer staff assistance, typed, folded, enveloped and sealed surveys. To ensure return, each mailed envelope included City of South Bay self-addressed envelope. Surveys were grouped according to US postal service instruction. For mailing, survey staff hand delivered sealed surveys to South Bay and Belle Glade post offices.

Surveys were mailed Wednesday May 30 and May 31, 2018) - total mailed (N = 1,223). Please note, of the 1,223 mailed surveys, 114 surveys were returned and calculated in this report. This is a 9% return rate.

Tabulation training - Tuesday June 19, 2018

Prior to survey tabulation, to ensure tabulation integrity and consistency, survey staff participated in Code of Conduct training.

The training guidelines were as follows:

- Bundle returned surveys (15 surveys per bundle),
- Open bundled surveys,
- Assign number to each survey, for example, R1, R2, R3 (R means respondent)
- Use Community Input Tabulation master grid to tally each respondent's survey (refer to Appendix).
- Tally each question category, for example, Q1 selection item 1, 2, 3, 4 or 5, multiple response, no response, comment. **Note** - There were 10 survey questions, however, each question had multiple items.
- Calculate total responses per question selection.
- Calculate percentage of total responses per question selection (surveys returned).
- Use calculator to verify that numbers and percentages are correct (Vickie and Napoleon).
- Initial and date tabulation sheets.

Data analysis means descriptive statistics, numbers and percentages, describe respondents' input.

Results mean survey findings were derived from total number of surveys returned (N = 114).

BUDGET – As an estimate, the survey budget was \$1,400. The Finance Department will provide follow-up documentation.

RECOMMENDATION

As noted in the historical context, the City of South Bay's strategic planning process engages community, stakeholders, commission leadership and management. The process involves measurability, visioning, assessing and planning. As a data collection tool, the **Community Input Survey** provided essential information regarding economic growth and development within the next 5 years. In addition, the **Survey** provides reference perspective for fiduciary accountability, strategic planning and economic sustainability. Therefore, the recommendations are:

- Adequate job opportunities – 47.37%
- Sense of community – 21.93%
- Industrial land use US Hwy 27 North and South – 40.35%
- Single family housing – 45.61%
- Cultural events and entertainment – 63.16%
- Children and youth activities – 40.35%
- Road improvement – 59.65%
- Warehouse distribution center – 35.09%
- Family/buffet style restaurant – 35.96%
- Yes to Live Stream commission meeting – 80.70%

COMMUNITY INPUT SURVEY RESULTS

The percentage responses were as follows:

1. What is the City's growth and development challenge?

*** Adequate job opportunities 47.37 %,**

Housing options 15.79%,

Natural resources 2.63%,

Small town character 7.02%

Adequate recreational options 10.53%

2. What is the City's greatest asset?

Education 16.67%

Natural habitat 8.77

Recreational opportunities 9.65%

***Sense of community 21.93%**

Affordable housing 20.18%

Other -12.28%:

“(Pilot, people, location, Dollar General, Pilot, location, need more job training, help the people of Belle Glade, new businesses coming to South Bay, completing task to improve South Bay, US Hwy 27, good question, nothing, farm-work, being on the crossroads of 2 major highway, South Bay is sitting on a gold mine; it should be thriving with businesses on the major corridor, housing single family development; we are far away yet close to Fort Lauderdale and Miami, main passageway and US 27 corridor)”

3. What type of development would you support?

Commercial - 20.18%

Housing or replacement - 26.32%

***Industrial uses along US HWY 27 North and South - 40.35%**

4. What type of housing do you support?

***Single family - 45.61%**

Apartment - 4.39%

Senior living facilities - 31.58%

5. Which of the following do you support?

Trail activities - 20.18%

***Cultural activities and entertainment - 63.16%**

6. What cultural activities do you support?

Museums/history - 9.65%

Festivals/events - 14.04%

***Children/youth activities - 40.35%**

Veterans' appreciation activities - 1.75%

Music/concerts - 3.51%

Art galleries - no response

Theater performances - 6.14%

7. Which capital improvements should the City prioritize?

***Road improvement - 59.65%**

Resurfacing - 2.63%

Sidewalks - 1.75%

Water and sewer - 2.63%

Parks - 6.14%

Parking - no response

Mark Luther King Blvd/Main Street Development- 2.62%

8. Which economic development priority would you support?

Recreation and tourism - 20.18%

Manufacturing - 14.04%

Construction 14.04%

***Warehouse distribution center - 35.09%**

9. What type of restaurant would you support in the City?

Fast food – 26.32%

***Family/buffet style – 35.96%**

Health food – 2.63%

10. Do you support Live Stream Commission Meetings?

***Yes – 80.70% (Live Stream as of Tuesday July 17, 2018, workshop and meeting)**

No – 13.16%

NOTE: * asterisk means at least 30% or above of the respondents selected item.

REFERENCE DOCUMENTATION

- A. Resolution 17-2011: **RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PALM BEACH COUNTY FLORIDA SUPPORTING THE STRATEGIC PLANNING PROCESS FOR IDENTIFYING AND PRIORITIZING ECONOMIC DEVELOPMENT AND COMMUNITY REVITALIZATION PROJECTS**

- B. Community input survey (1,223 surveys mailed)

- C. Trainee Work Guide

- D. Community Input Master Sheet (N=114 returned surveys)

- E. Budget (copies, postage, additional purchases, i.e., AC replacement power cord, envelopes, printing, other) – **estimation cost \$1, 400**). The Finance Department will provide follow-up information.



2018 STRATEGIC PLANNING

COMMUNITY INPUT SURVEY **ECONOMIC DEVELOPMENT**

Purpose: Through the City of South Bay strategic planning process, the City Commission requests your input regarding Economic Development within the next five (5) years.

Directions: You are kindly asked to complete and return the survey in the enclosed self-addressed stamped envelope. Carefully read and answer each of the following questions by clearly checking the box. Please return the completed survey within the next 10 days. The City Commission will receive the results.

Check **ONE** answer per question.

1. What is the City's growth and development challenge?

- Adequate job opportunities
- Housing options
- Natural resources
- Small town character
- Adequate recreational options

2. What is the City's greatest asset?

- Education
- Natural habitat
- Affordable housing
- Recreational opportunities
- Sense of community
- Other (please specify) _____

3. What type of development would you support?

- Commercial
- Housing or replacement housing
- Industrial uses along US HWY 27 North and South

4. What type of housing do you support?

- Single Family
- Apartment
- Senior living facilities

5. Which of the following do you support?

- Trail activities
- Cultural events and entertainment (theater performances, art shows)

6. What cultural activities do you support?

- Museums/History
- Festivals/events
- Children/youth activities
- Veterans appreciation activities
- Music/concerts
- Art galleries
- Theater performances

7. Which capital improvement should the City prioritize?

- Road improvement
- Resurfacing
- Sidewalks
- Water and sewer
- Parks
- Parking
- Martin Luther King Blvd/Main Street Development

8. Which economic development priority would you support?

- Recreation and tourism
- Manufacturing
- Construction
- Warehouse Distribution Center

9. What type of restaurant would you support in the City?

10. Do you support Live Stream Commission Meetings?

- YES
- NO

Thank you

Community Input Survey Master Sheet			
Total Number of Surveys Dispersed(TNSD)			Total Number of respondents
1223			114
			1223
114			
Calculated responses with percentages	Total Number	Percent	Percent from total number of surveys dispersed
Q#1			
What is the City's growth and development challenge?			
Adequate job opportunities	54	47.37%	4.42%
Housing options	18	15.79%	1.47%
Natural Resources	3	2.63%	0.25%
Small town character	8	7.02%	0.65%
Adequate recreational opportunities	12	10.53%	0.98%
Q#2			
What is the City's greatest asset?			
Education	19	16.67%	1.55%
Natural habitat	10	8.77%	0.82%
Recreational opportunities	11	9.65%	0.90%
Sense of community	25	21.93%	2.04%
Affordable Housing	23	20.18%	1.88%
Other(please specify)	14	12.28%	1.14%
Q#3			
What type of development would you support?			
Commercial	23	20.18%	1.88%
Housing or replacement housing	30	26.32%	2.45%
Industrial uses along US HWY 27 North and South	46	40.35%	3.76%
Q#4			
What type of housing do you support?			
Single Family	52	45.61%	4.25%
Apartment	5	4.39%	0.41%
Senior living facilities	36	31.58%	2.94%
Q#5			
Which of the following do you support?			
Trail activities	23	20.18%	1.88%
Cultural events and entertainment	72	63.16%	5.89%
Q#6			
What cultural activities do you support?			
Museums/History	11	9.65%	0.90%
Festivals/Events	16	14.04%	1.31%
Children/Youth Activities	46	40.35%	3.76%
Veterans appreciation activities	2	1.75%	0.16%
Music/Concerts	4	3.51%	0.33%
Art Galleries			
Theater performances	7	6.14%	0.57%
Q#7			
Which capital improvements should the City prioritize?			
Road improvement	68	59.65%	5.56%
Resurfacing	3	2.63%	0.25%
Sidewalks	2	1.75%	0.16%
Water and Sewer	3	2.63%	0.25%
Parks	7	6.14%	0.57%
Parking			
Martin Luther King Blvd/Main Street Development	3	2.63%	0.25%
Q#8			
Which economic development priority would you support?			
Recreation and Tourism	23	20.18%	1.88%
Manufacturing	16	14.04%	1.31%
Construction	16	14.04%	1.31%
Warehouse Distribution Center	40	35.09%	3.27%

Q#9			
What type of restaurant would you support in the City?			
Fast Food	30	26.32%	2.45%
Family/Buffer Style	41	35.96%	3.35%
Health Food	3	2.63%	0.25%
Q#10			
Do you support Live Stream Commission Meetings?			
Yes	92	80.70%	7.52%
No	15	13.16%	1.23%
Multiple Responses	131	114.91%	10.71%
No Responses	77	67.54%	6.30%
Total number of responses	1,140		



City of South Bay

South Bay City Hall
 335 SW 2nd Avenue
 South Bay, FL 33493
 Telephone: 561-996-6751
 Facsimile: 561-996-7950

www.southbaycity.com

Commission

- Joe Kyles Sr.
Mayor
- Betty Barnard
Vice Mayor
- Esther E. Berry
- John Wilson
- Taranza McKelvin
- Leondrae Camel
City Manager
- City Clerk
Natalie Malone
- Bernadette Norris-Weeks
City Attorney

"An equal Opportunity
 Affirmative Action Employer"

To: Honorable Mayor and Commissioners
 From: Massih Saadatmand, Finance Director
 Thru: Mr. Leondrae Camel, City Manager
 Date: May 28, 2019
 Ref: Weekly check register

Enclosed, please find the summary of check register as of May 28, 2019:

General Fund

• Utility:			
	Comcast	\$	1,251.80
	AT & T		717.19
	PBC Water Utility		1,629.23
	FPL		6,352.95
• Bank of America			2,423.82
• American Lighting			4,379.56
• City of Belle Glade			4,286.00
• Burnadette Norris-Weeks			5,248.75
• Coastal network			1,500.00
• Harvey, Covington & Thomas (HCT)			15,000.00
• Ford Motor Credit			1,768.20
• Marathon			1,558.04
• Deposit refund			900.00
• Purchased of supplies, materials and parts			1,674.57
• Payment for various services			4,770.30
• Payroll deductions			4,835.52
• Other			3,024.69
	Total	\$	<u>61,320.62</u>

Capital Project

D. Stephenson Construction	\$	191,014.20
Zahlene Enterprise		<u>52,491.35</u>
		<u>243,505.55</u>

Sanitation Fund

Southern Waste	\$	<u>1,674.98</u>
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AP Check Register Report

City Of South Bay (CSBFND)

05/02/2019 3:14:12 PM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11702	ALLY	ALLY	05/02/2019	725.70
11703	BEATRICE BAILEY	BEATRICE BAILEY	05/02/2019	150.00 <i>*</i>
11704	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	05/02/2019	1,500.00
11705	GOLDEN CORRAL	GOLDEN CORRAL	05/02/2019	154.70 <i>D</i>
11706	JLH ASSOCIATES	JLH ASSOCIATES	05/02/2019	650.00 <i>E</i>
11707	LAKE HARDWARE	LAKE HARDWARE	05/02/2019	43.41 <i>A</i>
11708	LARRY'S AC APPLIANCE	LARRY'S AC & APPLIANCE	05/02/2019	125.00 <i>B</i>
11709	LATONIA MCFARLAND	LATONIA MCFARLAND	05/02/2019	150.00 <i>*</i>
11710	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	05/02/2019	1,629.23
Non-Electronic Transactions:				5,128.04
Total Transactions:				5,128.04

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City Of South Bay (CSBFND)

05/09/2019 9:44:09 AM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
11711	ALPHA KAPA PSI	ALPHA KAPPA PSI	05/09/2019	275.00	↓
11712	BELLE GLADE WHOLESAL	BIG LAKE SNACK SALES, INC	05/09/2019	25.50	A
11713	COMCAST	COMCAST	05/09/2019	275.74	
11714	FORD CREDIT DEPT 67-4:	FORD CREDIT DEPT 67-434	05/09/2019	361.50	
11716	FPL	FPL	05/09/2019	6,352.95	
11717	HCT	HARVEY, COVINGTON & THOMAS	05/09/2019	15,000.00	
11718	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	05/09/2019	479.96	A
11719	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	05/09/2019	94.00	B
11720	LAWNMOWER HEADQUAI	LAWNMOWER HEADQUARTER	05/09/2019	306.15	A
11721	MARATHON/MEX BANK	WEX BANK	05/09/2019	1,558.04	
11722	MD NOW MEDICAL CENTI	MD NOW MEDICAL CENTERS	05/09/2019	40.00	D
11723	NEOFUNDS BY NEOPOST	NEOFUNDS BY NEOPOST	05/09/2019	603.00	B
11724	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	05/09/2019	176.28	c
11725	OFFICE DEPOT CREDIT	OFFICE DEPOT CREDIT PLAN	05/09/2019	507.04	A
11726	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	05/09/2019	19.44	↓
11727	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	05/09/2019	130.00	C
11728	ROSENWALD ELEMENTAF	ROSENWALD ELEMENTARY	05/09/2019	750.00	↓
				Non-Electronic Transactions:	26,954.60
				Total Transactions:	26,954.60

AP Check Register Report
City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11729	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS	05/09/2019	5,248.75
11730	FORD CREDIT DEPT 67-4:	FORD CREDIT DEPT 67-434	05/09/2019	506.96
			Non-Electronic Transactions:	5,755.71
			Total Transactions:	5,755.71

AP Check Register Report
City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11731		URBAN LEAGUE OF BROWARD COUNTY, INC	05/13/2019	275.00
Non-Electronic Transactions:				275.00
Total Transactions:				275.00

AP Check Register Report

City Of South Bay (CSBFND)

05/16/2019 10:00:41 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11732	AMERICAN LIGHTING MAI	American Lighting Maintenance & Electrical Service	05/16/2019	4,379.56
11733	CHRISTOPHER E. BENJA	CHRISTOPHER E. BENJAMIN	05/16/2019	495.00
11734	CHRISTOPHER J. BECKFC	CHRISTOPHER J. BECKFORD	05/16/2019	150.00
11735	CITY OF BELLE GLADE	CITY OF BELLE GLADE	05/16/2019	4,286.00
11736	COMCAST	COMCAST	05/16/2019	118.40
11737	FDOT	FDOT	05/16/2019	8.04
11738	JOE KYLES	JOE KYLES	05/16/2019	125.00
11739	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	05/16/2019	496.63
11740	LAWNMOWER HEADQUAI	LAWNMOWER HEADQUARTER	05/16/2019	99.71
11741	LOUIS DESAMOUR	LOUIS DESAMOUR	05/16/2019	300.00
11742	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	05/16/2019	158.91
11743	PERFORMANCE NAPA	PERFORMANCE NAPA	05/16/2019	34.45
11744	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	05/16/2019	344.75
11745	VRC	VRC	05/16/2019	318.72
Non-Electronic Transactions:				11,315.17
Total Transactions:				11,315.17

AP Check Register Report
City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11746	JOHN WILSON	JOHN WILSON	05/22/2019	89.00
Non-Electronic Transactions:				89.00
Total Transactions:				89.00

AP Check Register Report

City Of South Bay (CSBFND)

05/23/2019 4:42:27 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
11747	AFLAC	AFLAC	05/23/2019	1,436.59	C
11748	AT&T MOBILITY	AT&T MOBILITY -ROC	05/23/2019	717.19	
11749	BANK OF AMERICA, NA	BANK OF AMERICA	05/23/2019	2,423.82	
11750	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	05/23/2019	1,009.94	C
11751	COMCAST	COMCAST	05/23/2019	857.66	
11752	FORD CREDIT DEPT 67-4:	FORD CREDIT DEPT 67-434	05/23/2019	899.74	
11753	IAMAW	IAMAW	05/23/2019	350.16	C
11754	ICMA MEMBERSHIP RENE	ICMA	05/23/2019	950.00	D
11755	KHRYSTEN SPENCER	KHRYSTEN SPENCER	05/23/2019	150.00	A
11756	MAILFINANCE	MAILFINANCE	05/23/2019	342.00	E
11757	MUTUAL OF OMAHA	MUTUAL OF OMAHA	05/23/2019	286.82	D
11758	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	05/23/2019	265.00	C
11759	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	05/23/2019	591.41	C
11760	THE PALM BEACH POST	PBN REMITTANCE ADDRESS	05/23/2019	288.96	F
11761	UNITED SITE SERVICES C	UNITED SITE SERVICES OF FLORIDA INC	05/23/2019	476.38	H
11762	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	05/23/2019	391.14	C
11763	XEROX CORP	XEROX CORPORATION	05/23/2019	366.29	B
Non-Electronic Transactions:				11,803.10	
Total Transactions:				11,803.10	

AP Check Register Report

City Of South Bay (CSBFND)

05/16/2019 11:22:45 AM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
141	ZAHLENE ENTERPRISE IN	ZAHLENE ENTERPRISE INC	05/16/2019	52,491.35
Non-Electronic Transactions:				52,491.35
Total Transactions:				52,491.35

AP Check Register Report

City Of South Bay (CSBFND)

05/09/2019 1:45:58 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
139	D.STEPHENSON CONSTR	D.STEPHENSON CONSTRUCTION, INC.	05/09/2019	191,014.20
Non-Electronic Transactions:				191,014.20
Total Transactions:				191,014.20

AP Check Register Report
City Of South Bay (CSBFND)

05/16/2019 8:27:45 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
190	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	05/16/2019	1,674.98
Non-Electronic Transactions:				1,674.98
Total Transactions:				1,674.98