DESIGN-BUILD FOR WATER SYSTEM GROUND STORAGE TANKS AND RELATED IMPROVEMENTS
WORK ORDER NO. 6

THIS WORK ORDER FOR CONSTRUCTION SERVICES ("Work Order" hereafter) is made on the ____ day of _____, 2021, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **Globaltech, Inc**., a Florida corporation ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide those design-build services and work as identified herein related to improvements to the ground storage tank at the South Booster Pump Station generally described as: **South Booster Pump Station Improvements** (the "Project"). The Project is more specifically described in the Design-Build Criteria prepared by City of Lake Worth Beach, dated December 5, 2017, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with design-build services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as "Exhibit 1" Scope of Services and "Exhibit 2" Cost Breakdown**.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **210 calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **255 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City five hundred dollars ($500.00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum, not to exceed amount of **$339,057.36 (Three Hundred Thirty-Nine Thousand and Fithy-Seven Dollars and Thirty-Six Cents)**. The attached **Exhibit 2** identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: **To be determined at the 30% design milestone.**

5.0 Project Manager

The Project Manager for the Contractor is **Amir Keyvanzad**, phone**: 561-997-6433**; email: **amir@globaltechdb.com** and, the Project Manager for the City is **Julie Parham**, phone: **561-586-17980**; email: **jparham@lakeworthbeachfl.gov.**

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Design-Build criteria, Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, available soil investigations, explorations, and test reports which pertain to the subsurface 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 stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFQ; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes unless specifically included in the Scope of Services.

7.3 Contractor has reviewed and checked all information and data shown or indicated in the Design-Build criteria and in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities prior to commencing work. If required, additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under the cost shall be included in the Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor will correlate the results of all such observations, examinations, investigations,

explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

8.0 Warranty

The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9.0 Authorization

This Work Order is issued pursuant to the Design-Build Contract for Water System Ground Storage Tanks and Related Improvements between the City of Lake Worth Beach and the Contractor, dated December 5, 2017 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the day and year set forth above.

ATTEST:

By:_____
Melissa Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney
/mpa

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Globaltech, Inc.**

[Corporate Seal]

By: _____

Print Name: Troy L. Lyn, P.E.
Title: Executive Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of September, 2021 by Troy L. Lyn, as Executive Vice President (title), of Globaltech, Inc. a Florida Corporation authorized to do business in the State of Florida, and who is **personally known** to me or who has produced the following _____ as identification.

Notary Public

RACHAEL M. STOLPMAN
MY COMMISSION EXPIRES JUNE 7, 2025
#HH 115721
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
Print Name: Rachael Stolpman
My commission expires: June 7, 2025

"EXHIBIT 1"

Detailed Scope of Services
South Booster Pump Station Improvements

1. Prepare engineering calculations, studies, drawings and submittals as required to depict work and products, obtain building department permits, and prepare record drawings. Engineering services shall include the following:
   a. Engineering project management activities to include project and progress meetings, permit applications, project correspondence, and status reports.
   b. Issuance of purchase specifications and solicitation of vendor quotations
   c. Prepare preliminary design to 30% level for the purpose of:
      i. Refining and presenting the project elements and costs for review with City of Lake Worth Beach staff
      ii. Adjust the GMP based on 30% review
      iii. Finalize project schedule
   d. Produce General, Civil, Mechanical, and Electrical/I&C drawings. Provide review sets to City of Lake Worth Beach at the 60% and 90% stage for review.
   e. Prepare purchase specifications or provide cutsheet covering specific items of equipment including: tank mixer system and mixing pump.
   f. Obtain Palm Beach County Health Department Permits for the tank mixer for South Booster Pump Station.
   g. Obtain building department permits.
   h. Prepare and review of submittals and RFI's as needed.
   i. Site visits to review construction progress and compliance.
   j. Startup services.
   k. Consolidated O&M manuals for vendor supplied equipment.
   l. Prepare record drawings.

The following specific construction activities and services will be performed:

South Booster Pump Station

By Divisions:

Div 1 General Requirements:

A. Mobilization
B. Project management for all design-build activities including project meetings, preparation of agendas and meeting minutes, management of crew and site resources, procurement oversight, coordination of activities with Owner's operations. Development of maintenance of plant operations (MOPO) plans
C. Preparation of project progress schedules in Primavera P6 format with monthly updates
D. Construction facilities to include staging area, storage container, sanitary toilet, and office container if needed
E. Waste management and hauling of demolition debris
F. Utility Locating services
G. Temporary utilities; water and electric power (originating source to be supplied by Owner)

Div 2 Sitework

A. Demolition to include:
    a. Relocation of existing emergency eyewash/shower.
B. Improvements:
    a. Restoration of site grading and sod following construction activities

Div 3 Concrete

A. Grout all support bases and anchor plates at floor area, as applicable

Div 5 Miscellaneous Metals

A. Provide sufficient 316 SS Unistrut and accessories, epoxy and wedge anchors mounting of pipes and pumps

Div 9 Coatings and Finishes

A. Storage tank exterior:
    a. Mild pressure wash of tank exterior wall and dome at a minimum of 3500 psi to remove dust, dirt, grease, oil, lose coatings, and other foreign substances from the surface.
    b. Apply two coats of Tnemec Series 1026 Enduratone Acrylic at 2-3 MDFT per coat to the exterior concrete surfaces of the tank wall and dome, per manufacturer recommendation.
B. Storage tank interior piping and manhole frame:
    a. Abrasive blast all metal pipe work located at the tank's interior and the manhole frame to remove corrosion, loose coatings, and other foreign contaminants from the metal.
    b. Apply two coats of Tnemec Series N140 Pota-Pox Plus to the prepared metal surfaces.

Div 10 Specialties

A. Repair and Modify to Existing Prestressed Concrete Tanks:
    a. Modifications to Dome Probe No. 1
        i. Chip away the concrete surrounding the dome probe. Remove the existing dome probe pipe.
        ii. Prepare the dome surface for new fabricated dome probe curb that will contain a stubbed pipe for a 4" probe.
        iii. Tie the new dome probe curbs steel to the existing steel of the dome. Coat any exposed metal with Sika Armatech 110 Bonding Epoxy.
        iv. Seal the new curb to the dome surface with Sikatop 123 Plus cementitious material, per manufacture requirements
    b. Modifications to Dome Probe No. 2
        i. Chip away the concrete surrounding the dome probe. Remove the existing dome probe pipe.
        ii. Coat any exposed metal with Sika Armatech 110 Bonding Epoxy.
        iii. Patch the dome probe opening with Sikatop 123 Plus cementitious material bringing the repair flush to the adjacent surfaces, per manufacture requirements.
    c. Modifications to Emergency Overflow
        i. Remove the existing screens from the overflow housings.
        ii. Install and secure new fiberglass overflow eyelid housings.
        iii. Apply gelcoat to the surfaces of the new housings.
        iv. Install new stainless steel mesh screens onto the housings.

d. Repairs to Center Vent
    i. Clean and prepare the surfaces of the dome center vent and apply new Gelcoat.
    ii. Rescreen the center vent with new stainless-steel mesh.
e. Modification to Exterior Ladder
    i. Remove existing ladder and mounting hardware. Patch the holes from the mounting locations with Sikatop 123 Plus. Bring the repair flush with the adjacent surfaces.
    ii. Build formwork for mortar and epoxy placement.
    iii. Apply Masteremaco N424 cementitious repair mortar in conjunction with bonding epoxy.
    iv. Remove formwork from structure and install new ladder mounting hardware.
    v. Fabricate and install a new aluminum ladder complete with safety cage and door.
f. Mixing System Modifications
    i. Prepare the surface for new pipe support bosses by scarifying the exterior wall at eight locations.
    ii. Build formwork for mortar and epoxy placement.
    iii. Set longhorn anchors to adhere to new pipe support bosses
    iv. Apply Masteremaco N424 cementitious repair mortar in conjunction with bonding epoxy.
    v. Remove formwork from structure.
    vi. Core drill two holes at the vertical elevation of the manhole for the new 3" mixing system wall pipes.
    vii. Coat any exposed metal with Sika Armatech 110 Bonding Epoxy.
    viii. Install waterstops on the inside of tank and seal with E-BOND-1024 underwater putty.
    ix. Place new wall sleeves, install new 3” pipe through wall, and link seals.
    x. Seal the exterior side of the new wall with Sikatop 123 Plus bring the repair flush with the adjacent surfaces.
g. Install a new safety rail system, toe boards, and a self-closing gate at the access hatch located on the roof.
h. Install a fall protection, hookup anchor plate assembly to surface of the dome located close to the cent as possible.
i. Remove the existing vortex breaker located at the interior of the tank and install a new stainless steel vortex breaker.
j. Fabricate and install a new stainless steel TS Rail safety system to the existing internal ladder.
k. Install a new stainless steel manhole cover and gasket.
l.

<u>Div 11 Equipment</u>

A. Tideflex Mixing System:
    a. Tideflex Variable Inlet Nozzles:
        i. Three (3), 2in. nozzles
        ii. 2in. diameter by 55ft long PVC horizontal manifold
        iii. 304 grade stainless steel supports and hardware
B. Grundfos 3hp vertical shaft centrifugal mixing pumps.
    a. Two (2) 100% capacity pumps operating in A or B configuration with programmed alternating 24 hr. run cycles.
    b. Butterfly isolation valves.
    c. Check valves.

Div 15 - Mechanical

A. Provide schedule 80 PVC piping with associated ball valves for tank mixing system.

Div 16/17 Electrical/I&C

A. Provide sufficient conduit, conductors, and devices required for new mixing system.

Assumptions

A. Installation of piping does not require dewatering.
B. Existing bubbler level device will be utilized to start/stop mixing pump.
C. Geotechnical and other construction related testing to be performed by testing companies under contract with, and will be invoiced directly to the City of Lake Worth Beach, except retesting of failed first tests.
D. All permit fees are to be paid by the City of Lake Worth Beach.
E. Storage Tank will be drained by City of Lake Worth Beach prior to the contractor entering the tank for work activities, upon completion of work, City shall refill and disinfect tank prior to placing tank in service. Bacteriological testing for ground storage tank and tank mixing system shall be conducted by City of Lake Worth.

“EXHIBIT 2”

Cost Breakdown

GLOBALTECH
A DESIGN BUILD COMPANY

Exhibit 2
Cost Breakdown

09/09/21

City of Lake Worth Beach
172327 LWB S. Booster Pump Station

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Job: 172327 LWB S. Booster Pump Station						
Bid Item: 1 General Requirements						
3	General Conditions	LOT				
	Submittal Labor	HR	10.0	101.00	1,010.00	1,010.00
	O&M Manual	HR	10.0	101.00	1,010.00	1,010.00
	Progress Meetings	HR	20.0	156.00	3,120.00	3,120.00
	Project Estimating	HR	40.0	156.00	6,240.00	6,240.00
	Construction Scheduler	HR	20.0	94.00	1,880.00	1,880.00
	Construction PM 3	HR	40.0	129.00	5,160.00	5,160.00
	Construction PM 2	HR	50.0	101.00	5,050.00	5,050.00
	Construction PM 1	HR	40.0	90.00	3,600.00	3,600.00
	Purchasing & Subcontract	HR	40.0	129.00	5,160.00	5,160.00
	Bldg Permits Application & Coordination	HR	10.0	101.00	1,010.00	1,010.00
	Construction Assistant	HR	40.0	90.00	3,600.00	3,600.00
				Bid Item Totals:	**36,840.00**	**36,840.00**
Bid Item: 2 Sitework						
	MOB/DEMOB	LOT	1.00	6,528.00	6,528.00	6,528.00
	Sanitary	MONTH	2.00	250.00	500.00	615.25
	Job Site Office Supplies	LOT	1.00	100.00	100.00	123.05
	Waste Hauling	LOT	1.00	800.00	800.00	984.40
	Locates	DAY	1.00	1,800.00	1,800.00	2,157.12
	Cleanup & Restoration					
	Seed & Sod	LOT	1.00	2,000.00	2,000.00	2,461.00
	Prep & Installation	CR-D	2.00	1,800.00	3,600.00	3,600.00

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Startup Crew	CR-D	1.00	1,800.00	1,800.00	1,800.00
	Punch Out Crew	CR-D	2.00	1,800.00	3,600.00	3,600.00
				Bid Item Totals:	**20,728.00**	**21,868.82**
Bid Item:	**3 Concrete**					
	Form & Materials	LOT	1.00	200.00	200.00	246.10
	Cast In Place Concrete	YD	1.00	180.00	180.00	221.49
	Installation	CR-D	2.00	1,800.00	3,600.00	3,600.00
				Bid Item Totals:	**3,980.00**	**4,067.59**
Bid Item:	**5 Metals**					
	SS Unistrut 316	LOT	7.00	120.00	840.00	1,033.62
	SS Unistrut Hardware	LOT	1.00	250.00	250.00	307.63
	SS Unistrut Pipe Clamp	LOT	1.00	250.00	250.00	307.63
	Pipe Support Systems	LOT	1.00	3,000.00	3,000.00	3,691.50
	Misc Metals & Fasteners	LOT	1.00	1,000.00	1,000.00	1,230.50
	Installation	CR-D	2.00	1,800.00	3,600.00	3,600.00
				Bid Item Totals:	**8,940.00**	**10,170.88**
Bid Item:	**9 Finishes**					
	Signs & Labels	LOT	1.00	500.00	500.00	615.25
	Coatings	LOT	1.00	100.00	100.00	107.00
	Misc Application Material (Sundries)	LOT	1.00	100.00	100.00	107.00
	Installation	CR-D	1.00	1,800.00	1,800.00	1,800.00
				Bid Item Totals:	**2,500.00**	**2,629.25**
Bid Item:	**10 Specialties**					
	Tank Repair CROM	LOT	1.00	81,576.00	81,576.00	96,014.95
				Bid Item Totals:	**81,576.00**	**96,014.95**

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Bid Item:	**11 Equipment**					
	Tideflex Mixing System	EA	1.00	10,410.00	10,410.00	12,809.51
	Freight	LOT	1.00	400.00	400.00	492.20
	Installation	CR-D	3.00	1,800.00	5,400.00	5,400.00
	Recirculating Pump	EA	2.00	2,800.00	5,600.00	6,890.80
	Startup	EA	1.00	1,200.00	1,200.00	1,476.60
	Installation	CR-D	1.00	1,800.00	1,800.00	1,800.00
				Bid Item Totals:	**24,810.00**	**28,869.11**
Bid Item:	**17 I&C**					
	I&C	LOT	1.00	10,700.00	10,700.00	13,166.35
				Bid Item Totals:	**10,700.00**	**13,166.35**
Bid Item:	**26 Electrical**					
	Electrical Sub	LOT	1.00	19,800.00	19,800.00	21,780.00
	Electrical PM	HR	20.0	110.00	2,200.00	2,200.00
				Bid Item Totals:	**22,000.00**	**23,980.00**
Bid Item:	**40 Process Interconnections**					
	SCH 80 PVC Pipe & Fittings	LOT	1.00	5,500.00	5,500.00	6,767.75
	Valves & Accessories	LOT	1.00	5,500.00	5,500.00	6,767.75
	Flange Kits & Misc Materials	LOT	1.00	750.00	750.00	922.88
	Pressure Gauge & Accessories	LOT	1.00	1,800.00	1,800.00	2,214.90
	Construction Superintendent	HR	60.0	94.00	5,640.00	5,640.00
	Installation	CR-D	10.0	1,800.00	18,000.00	18,000.00
				Bid Item Totals:	**37,190.00**	**40,313.28**
Bid Item:	**41 Rental Equipment & Misc Tools**					
	Skid Steer	WEEK	2.00	1,500.00	3,000.00	3,691.50
	Excavator	Month	1.00	2,400.00	2,400.00	2,953.20
	Compactor 5000-7000LB	WEEK	1.00	450.00	450.00	553.73

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Misc Tools & Equipment	LOT	1.00	500.00	500.00	615.25
	Confined Space Equipment	LOT	1.00	2,000.00	2,000.00	2,461.00
	Safety	HR	10.0	156.00	1,560.00	1,560.00
	Safety Equipment	LOT	1.00	500.00	500.00	615.25
	Equipment Fuel	GAL	50.0	6.90	345.00	396.75
	Equipment Delivery & Pickup	EA	2.00	450.00	900.00	1,107.45
				Bid Item Totals:	**11,655.00**	**13,954.13**
Bid Item:	**50 Engineering**					
	Engineering		1.00	40,044.00	40,044.00	40,044.00
				Bid Item Totals:	**40,044.00**	**40,044.00**
Bid Item:	**60 Bonds & Insurance**					
	Bonds & Certifications	LOT	1.00	7,139.00	7,139.00	7,139.00
				Bid Item Totals:	**7,139.00**	**7,139.00**
				Grand Totals:	**308,102.00**	**339,057.36**

Exhibit 2
Work Order #6
South Booster Pump Station Improvements

			E6	E4	E2	E1	CADD	Admin 2	Admin 1	Total Labor	Subconsultant Services	Subconsultant
	Contractual Labor Rates $/Hr.		$190.00	$157.00	$109.00	$88.00	$112.00	$78.00	$55.00			
Task 1	**Tank Mixer**											
	Project Coordination		8		8			2	4	$2,768.00		
	60% Design											
	Mechanical Design		8		32	8	32			$9,296.00		
	Electrical/I&C Design			16		32	10			$6,448.00		
	90% Design											
	Mechanical Design		2		16	2	12			$3,644.00		
	Electrical/I&C Design			12		16	2			$3,516.00		
	Final Design											
	Mechanical Design		2		4		6			$1,488.00		
	Electrical/I&C Design					4	2			$576.00		
		Subtotal Task 1	20	28	60	62	64	2	4	$27,736.00		
Task 2	**DOH Permitting**											
	Project Coordination		2					1	4	$678.00		
	Permit Application		2		4		4			$1,264.00		
		Subtotal Task 2	4	0	4	0	4	1	4	$1,942.00		
Task 3	**Services During Construction**											
	Project Coordination		4					2	4	$1,136.00		
	Submittal Review/Coordination		2	4	8	8				$2,584.00		
	Construction Site Visit		4	4	8	8				$2,964.00		
	Record Drawing		2	2	4	4	4			$1,930.00		
	Progress Meetings		2		8					$1,252.00		
		Subtotal Task 3	14	10	28	20	4	2	4	$9,866.00		
		Total	**38**	**38**	**92**	**82**	**72**	**5**	**12**	**$39,544.00**	**0**	
	Subconsultants										$0.00	
	Markup										$0.00	
	Total Subconsultant										**$0.00**	
	Reimbursable Expenses										**$500.00**	
	Total										**$40,044.00**	