CONSTRUCTION CONTRACT FOR PAVING, CONCRETE, STRIPING AND ASSOCIATED RESTORATION WORK
IFB#24-101

WORK ORDER NO. 15

THIS WORK ORDER for the Construction Contract for paving, concrete, striping and associated restoration work ("Work Order" hereafter) is made on the ____ _____, 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 **Janice M. Riley dba The Paving Lady** a corporation authorized to do business in State of Florida ("Contractor" hereafter).

1.0 Project Description:

The City wants the Contractor to provide all goods, services, materials and equipment as identified herein related to the Construction Contract for paving, concrete, striping and associated restoration work described as: Concrete Sidewalk and Curb for N B ST (Lucerne to 6th Ave N), (the "Project"). The Project is more specifically described in the plans prepared by The Paving Lady, dated September 9, 2026, 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 construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **180 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 **210 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 $558,160.90 (Five Hundred Fifty-Eight Thousand One Hundred Sixty Dollars and Ninety Cents). The total not to exceed amount includes contingency of $50,741.90 attached proposal 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: N/A

5.0 Project Manager

The Project Manager for the Contractor is Mauro Comuzzi, phone: 561-861-2422; email: mauro@pavinglady.com; and, the Project Manager for the City is Shannon Garcia, phone: 561-851-4682; email: sgarcia@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 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, 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 IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on 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. No 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 this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated 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 Compliance with Section 787.06

By Signing this work order before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statues (2024).

10.0 Authorization

This Work Order is issued pursuant to the Construction Contract for Paving, Concrete, Striping and Associated Restoration Work Contract IFB#24-101 between the City of Lake Worth Beach and the Contractor, dated 05/14/2024, ("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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. 15 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Yannick Ngendahayo, Financial Services Director

[Corporate Seal]

CONTRACTOR: **JANICE M. RILEY dba THE PAVING LADY**

By: _____

Print Name: MAURO COMUZZI

Title: President

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of □ physical presence or □ online notarization on this 17 day of September 2026, by Mauro Comuzzi, as the President [title] of **Janice M. Riley dba The Paving Lady**, a corporation authorized to do business in the State of Florida, who is ☒ personally known to me or □ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Janice M. Riley dba The Paving Lady** to the same.

Notary Seal:

DENISSE ALTAGRACIA CAMINERO
Notary Public - State of Florida
Commission # HH 791495
My Comm. Expires Apr 15, 2030
Bonded through National Notary Assn.

My Commission expires: 04/15/2030

_____
Notary Public Signature

EXHIBIT "1"

Contractor's Proposal



1000 W. Industrial Ave. Boynton Beach, FL 33426 561-572-2600

To:	City Of Lake Worth	**Contact:**	
Address:	Lake Worth, FL	**Phone:**	
		Fax:	
Project Name:	Lake Worth Annual WO #15 - N B St Lake Ave To 7th Ave N	**Bid Number:**	26 - 1465
Project Location:	N B St, Lake Worth Beach, FL	**Bid Date:**	9/9/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Pay Item 2 - MOBILIZATION (OVER 100 SY)	1.00	LS	$3,250.00	$3,250.00
03	Pay Item 5 - REMOVE/ HAULOFF EX. PAVEMENT AND BASE UP TO 14"	900.00	SY	$38.00	$34,200.00
03	Pay Item 7 - 8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)	450.00	SY	$22.00	$9,900.00
04	Pay Item 9 - 1" TYPE S-3 ASPHALTIC CONCRETE	450.00	SY	$12.50	$5,625.00
06	Pay Item 12 - MISC. ASPHALT (TYPE S-3) OVERBUILD/LEVELING	100.00	TON	$155.00	$15,500.00
08	Pay Item 17 - MOBILIZATION (OVER 100 LF)	1.00	LS	$2,150.00	$2,150.00
09	Pay Item 18 REMOVE EX. 4" CONCRETE	12,190.00	SF	$2.50	$30,475.00
10	Pay Item 19 - REMOVE EX. 6" CONCRETE	7,950.00	SF	$3.00	$23,850.00
12	Pay Item 21 - 6" CONCRETE SIDEWALK / DRIVEWAY (3,000 PSI)	7,950.00	SF	$9.00	$71,550.00
13	Pay Item 22 - MONOLITHIC CURB AND SIDEWALK	12,190.00	SF	$9.50	$115,805.00
14	Pay Item 23 - REMOVE EX. CONCRETE CURBING (ALL TYPES)	4,044.00	LF	$11.00	$44,484.00
15	Pay Item 24 - TYPE F CURB AND GUTTER	2,454.00	LF	$40.00	$98,160.00
16	Pay Item 25 - VALLEY GUTTER	1,590.00	LF	$33.00	$52,470.00
25	10% Contingency	1.00	LS	$50,741.90	$50,741.90

Total Bid Price: **$558,160.90**

Payment Terms:
Net 30

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Your Company Name** **Authorized Signature:** _____ **Estimator:** Drew Laurella 954-734-3380 drew@pavinglady.com

9/9/2026 2:33:10 PM

Page 1 of 1