

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

THIS WORK ORDER FOR CONSTRUCTION SERVICES (“Work Order” hereafter) is made on the ____ day of _____, 2024, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City” hereafter) and **Globaltech, Inc.**, a Florida corporation (“Contractor” hereafter).

1.0 Project Description:

The City desires the Contractor to provide the design-build services and work identified herein: concrete restoration to the spalled tie beam in the elevator shaft. The project is described as **North Elevated Tank Demolition** (the “Project”).

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 **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 **240 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order follows the parties’ execution 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 have 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 its intended purposes. Final completion occurs when all services and work (including punch-list items) have 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 damages the City would suffer if the Contractor neglects, refuses, or otherwise fails to complete the services and work within the specified time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty), the 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 **\$306,097.00 (three hundred six thousand ninety-seven dollars and ninety cents)**. The attached **Exhibit 2** identifies all costs and expenses included in the lump sum, not to exceed the amount.

5.0 Project Manager

The Project Manager for the Contractor is **Bruce Rahmani**, phone: **561-997-6433**; email: **bruce@globaltechdb.com**, and the Project Manager for the City is **Garry Baker**, phone: **561-586-1713**; email: **gabaker@lakeworthbeachfl.gov**.

6.0 Progress Meetings

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

7.0 Contractor's Representations

To induce the city to enter 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 the 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 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 before 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 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 the 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 before 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 the city or its systems. If 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 under 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 #11 LWB Elevator Shaft Repair to the DESIGN-BUILD CONTRACT FOR WATER SYSTEM GROUND STORAGE TANKS AND RELATED IMPROVEMENTS on the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

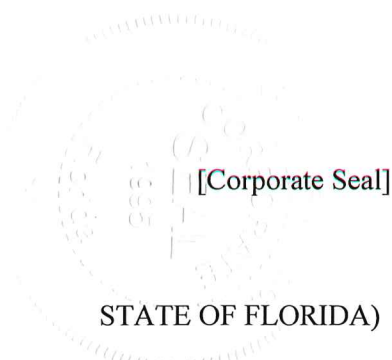
By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director

Contractor: Globaltech, Inc.

By: 
Name: Bruce Rahmani, PE
Title: VP of Construction



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The Foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me by means of physical presence or online notarization on this 10 day of September 2024, by Bruce Rahmani, as the VP of Construction [title] of Globaltech, Inc., A Corporation, which is 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 ___ to the same.

Notary Seal: _____




Notary Public Signature

“EXHIBIT 1”

Detailed Scope of Services N. Elevated Tank

Dismantle and removal of the 300KG park North elevated water storage tower.

1. USG will be responsible for obtaining all permits as necessary.
1. USG will torch-cut through the existing coating while utilizing respiratory protection. OSHA Reg. 29CFR 1926.62 does not require paint removal before torch cutting. Our standard procedure is to have all workers wear proper respiratory protection and cut through the steel with the paint intact. We are very comfortable with our methods, which comply with OSHA and EPA regulations.
 - a. If the existence of any hazardous materials including, but not limited to coal tar coatings, PCB's
 - b. asbestos exists on this tank; a change order must be issued.
2. If sediment exists inside the tank at the time of the demo, USG has the right to push it out on-site and let others deal with it later

Assumptions

- Does not include dewatering the tank
- Does not include concrete foundation removal
- Does not include water main capping of sediment removal and disposal
- The city will be responsible for all surrounding parking lots and public areas to be closed during the duration of this removal to ensure public and personal property safety
- Does not include any lead testing
- Utility Service Co, Inc. will receive and dispose of the scrap metal.
- The city is responsible for locating and providing a potable water supply for fire prevention and (if necessary) extinguishing. An active fire hydrant within 300 ft is preferred; however, an available high-pressure source is acceptable as we run multiple garden hoses simultaneously. We have an adapter to convert from 1 fire hose to several garden hoses and run 10-15 garden hoses/sprinklers simultaneously.

“EXHIBIT 2”

Cost Breakdown

City of Lake Worth Beach
172489 LWB N. Elevated Tank

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Job: 172489 LWB N. Elevated Tank						
Bid Item: 1 General Requirements						
	General Requirements					
	Senior Estimator	HR	4	249.26	997.04	997.04
	Estimator	HR	4	100.90	403.60	403.60
	Progress Meetings	HR	10	283.61	2,836.10	2,836.10
	Construction Scheduler	HR	10	156.56	1,565.60	1,565.60
	Sr. Project Manager	HR	20	283.61	5,672.20	5,672.20
	Construction PM 4	HR	40	150.38	6,015.20	6,015.20
	Purchasing & Subcontract	HR	10	146.00	1,460.00	1,460.00
	Construction Assistant	HR	40	78.28	3,131.20	3,131.20
				Bid Item Totals:	22,080.94	22,080.94
Bid Item: 5 Metals						
	300,000 Gallon Tank Removal	LS	1	240,000.00	240,000.00	264,000.00
	GT Assist & coordination	CR-D	2	2,554.40	5,108.80	5,108.80
	Construction Superintendent	HR	20	156.00	3,120.00	3,120.00
	Construction Assistant	HR	20	76.00	1,520.00	1,520.00
				Bid Item Totals:	249,748.80	273,748.80
Bid Item: 41 Rental Equipment & Misc Tools						
	Safety Coordination	LS	12	150.38	1,804.56	2,220.51
	Safety Program	LS	1	550.00	550.00	605.00
				Bid Item Totals:	2,354.56	2,825.51
Bid Item: 102 Bonds & Insurance						
	Bonds	LOT	1	7,441.75	7,441.75	7,441.75
				Bid Item Totals:	7,441.75	7,441.75

Cost Breakdown

09/06/24

Continued...

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price	
					Grand Totals:	281,626.05	306,097.00

“EXHIBIT 3”

Quotes



USG WATER SOLUTIONS

NON-BINDING QUOTATION

Date: July 25th 2024

City of Lake Worth Beach Utilities
Department

7 North Dixie Highway
Lake Worth Beach, FL. 33460

RE: BUDGETARY PRICING FOR THE DISMANTLE AND REMOVAL OF THE 300KG PARK NORTH ELEVATED WATER STORAGE TOWER

This quotation is a non-binding, good faith estimate of the cost to perform the work described below. Please note this pricing is budgetary only and may be altered by up to +/-20% based on final scope of work.

Scope of Work

Based on the stipulations listed below, an estimate to dismantle and remove down to the concrete foundation, the 300,000 gallon elevated water storage tank, Lake Worth Beach, FL.

- **Our estimate does not include** dewatering the tank, concrete foundation removal, water main capping of sediment removal and disposal.
- Utility Service Co, Inc. will receive and dispose of the scrap metal.
- \$10,000 has been factored into this estimate for street closure. We do not have an accurate idea what the cost would be and will need assistance from the City of Lake Worth Beach on this facet of the project.
- Please note all surrounding parking lots and public areas will need to be closed during the duration of this removal to ensure safety of public and personal property.

All of the following stipulations apply to this price. Failure to meet them will add to the cost of the project, or make the proposal void.

1. USG will be responsible for obtaining all permitting as necessary.
2. The City, will be responsible for blocking the street. See attached overheads.
3. You / the Owner is responsible for locating and providing an EXCELLENT potable water supply, to be used for fire prevention & (if necessary) extinguishing. An active fire hydrant within 300 ft is most preferred; however, an available source with high pressure is acceptable as we run multiple garden hoses at the same time. We have an adapter to convert from 1 fire hose to several garden hoses, & run 10-15 garden hoses/sprinklers at once.
4. We are aware this tank is likely painted with lead-based paint. We will torch cut through the existing coating while utilizing respiratory protection. OSHA Reg. 29CFR 1926.62 does not require paint removal prior to torch cutting. Our standard procedure is to have all workers wear proper respiratory protection and cut through the steel with the paint intact. We are very comfortable our methods are in complete compliance with OSHA & EPA regulations.
 - a. If the existence of any hazardous materials including, but not limited to coal tar coatings, PCB's, asbestos, etc. exist on this tank, a change order will need to be issued.
 - a. If the City engineer brings up lead based paint and makes an issue out of it, there would be an add on of approx. \$ 9,000.. this would depend on the eng. / what he expects.
5. If sediment exist inside the tank at the time of demo, USG has the right to simply push it out on site and let others deal with at a later time.

Non-Binding Quotation Thank you for the opportunity to quote this project.

Note: This proposal may be withdrawn by us if not accepted by with in 90 days. Two Hundred Thirty-Five Thousand Dollars and -----00/100	Dollars	\$240,000.00
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