

## **AGREEMENT FOR STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE WORK ORDER NO. 3**

THIS WORK ORDER ("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, Florida 33460 ("City" hereafter) and **Shenandoah General Construction, LLC**, a Florida limited liability company ("Contractor" hereafter), whose local business address is located at 1888 N.W. 22<sup>nd</sup> Street, Pompano Beach, FL 33069.

**1. Project Description.** The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the project generally described as:

1. 10<sup>TH</sup> Ave North from Manhole 1111 to 1012 install approximately 339-ft of 36" CIPP liner #P20115
2. 10<sup>th</sup> Ave North from Manhole 1012 to 1010 install approximately 197-ft of 36" CIPP liner #P20116
3. 10<sup>TH</sup> Ave North from Manhole 1010 to 1010A install approximately 123-ft of 36 CIPP liner #P20117

(the "Project").

**2. 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. Schedule and Liquidated Damages.** Substantial completion of all services and work under this Work Order shall be within **45 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 **60 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. Compensation and Direct Purchases.** This Work Order is issued for a lump sum, not to exceed amount of **One Hundred Two thousand seven hundred fifteen dollars and fifty cents (\$102,715.50).** The attached proposals identify all costs and expenses included in the unit price, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: N/A.

**5. Project Manager.** The Project Manager for the Contractor is Lenny Jalarski, phone: 954-868-6067; email: lennyj@shenandoahconstruction.com; and, the Project Manager for the City is Julie Parham, phone: 561-586-1798; email: jparham@lakeworthbeachfl.gov.

**6. 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. 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 Broward College Contract; 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. 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. Authorization.** This Work Order is issued pursuant to the Agreement for Storm Drain Cleaning, Repairs and Maintenance between the City of Lake Worth Beach and the Contractor, dated August 2, 2019 ("Work Order" 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director  
**428-5090-538.63-15**

**SHENANDOAH GENERAL CONSTRUCTION  
COMPANY**

By: \_\_\_\_\_  
Name: Daniel DiMura  
Title: Vice President

[Corporate Seal]

STATE OF Florida )  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 11 day of January, 2021, by Daniel DiMura, as Vice President of Shenandoah General Construction, LLC, a Florida limited liability company, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Wanda Wang Leung  
Notary Public



WANDA WANG LEUNG  
Commission # GG 133535  
Expires December 10, 2021  
Bonded Thru Budget Notary Services

**EXHIBIT 1**  
**CONTRACTOR'S PROPOSAL**



1888 NW 22nd Street  
(772) 202-3260

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069  
shenandoahus.com

DATE: January 06, 2021  
SUBMITTED TO: Lake Worth Public Works, City of  
STREET: 1749 3rd st  
CITY, STATE & ZIP: Lake Worth, FL 33460  
PHONE: (561)586-1720  
FAX: (561) 586-1690  
EMAIL: jlove@lakeworthbeachfl.gov  
JOB NAME: 10th Ave. N. Section 1111 to 1012  
ATTENTION: Judy Love

PROPOSAL #P20115

We propose to furnish a crew and all necessary equipment to clean, televise, and install 36" CIPP at the above mentioned job location. This work will be performed at our following hourly and/or unit prices: The pricing on this proposal is based off of a piggyback of Shenandoah Construction's Broward College Storm Drain Cleaning, Repairs, and Maintenance RFP-2018-167-EH

Mobilization	(at \$300.00 Each)	1 Each	\$300.00
Medium Cleaning and Sediment Removal 36"	(at \$2.50 Per L.F.)	339 L.F.	\$847.50
Storm Drain Video Inspection 0-48"	(at \$6.00 Per L.F.)	339 L.F.	\$2,034.00
Install 36" CIPP	(at \$146.00 Per L.F.)	339 L.F.	\$49,494.00
<b>Estimated Total:</b>			<b>\$52,675.50</b>

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.  
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.  
Louis Voska

TITLE  
Estimator

DATE  
01/06/2021

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: \_\_\_\_\_

COMPANY NAME:  
REPRESENTATIVE:

DATE:  
TITLE:



1888 NW 22nd Street  
(772) 202-3260

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069  
shenandoahus.com

DATE: January 06, 2021  
SUBMITTED TO: Lake Worth Public Works, City of  
STREET: 1749 3rd st  
CITY, STATE & ZIP: Lake Worth, FL 33460  
PHONE: (561)586-1720  
FAX: (561) 586-1690  
EMAIL: jlove@lakeworthbeachfl.gov  
JOB NAME: 10th Ave, N. Section 1012 to 1010  
ATTENTION: Judy Love

PROPOSAL #P20116

We propose to furnish a crew and all necessary equipment to clean, televise, and install 36" CIPP at the above mentioned job location. This work will be performed at our following hourly and/or unit prices: The pricing on this proposal is based off of a piggyback of Shenandoah Construction's Broward College Storm Drain Cleaning, Repairs, and Maintenance RFP-2018-167-EH

Mobilization	(at \$300.00 Each)	1 Each	\$300.00
Medium Cleaning and Sediment Removal 36"	(at \$2.50 Per L.F.)	197 L.F.	\$492.50
Storm Drain Video Inspection 0-48"	(at \$6.00 Per L.F.)	197 L.F.	\$1,182.00
Install 36" CIPP	(at \$146.00 Per L.F.)	197 L.F.	\$28,762.00
<b>Estimated Total:</b>			<b>\$30,736.50</b>

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.  
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.  
Louis Voska

TITLE  
Estimator

DATE  
01/06/2021

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: \_\_\_\_\_

COMPANY NAME:  
REPRESENTATIVE:

DATE:  
TITLE:





1888 NW 22nd Street  
(772) 202-3260

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069  
shenandoahus.com

DATE: January 06, 2021  
SUBMITTED TO: Lake Worth Public Works, City of  
STREET: 1749 3rd st  
CITY, STATE & ZIP: Lake Worth, FL 33460  
PHONE: (561)586-1720  
FAX: (561) 586-1690  
EMAIL: jlove@lakeworthbeachfl.gov  
JOB NAME: 10th Ave. N. Section 1010 to 1010A  
ATTENTION: Judy Love

PROPOSAL #P20117

We propose to furnish a crew and all necessary equipment to clean, televise, and install 36" CIPP at the above mentioned job location. This work will be performed at our following hourly and/or unit prices: The pricing on this proposal is based off of a piggyback of Shenandoah Construction's Broward College Storm Drain Cleaning, Repairs, and Maintenance RFP-2018-167-EH

Mobilization	(at \$300.00 Each)	1 Each	\$300.00
Medium Cleaning and Sediment Removal 36"	(at \$2.50 Per L.F.)	123 L.F.	\$307.50
Storm Drain Video Inspection 0-48"	(at \$6.00 Per L.F.)	123 L.F.	\$738.00
Install 36" CIPP	(at \$146.00 Per L.F.)	123 L.F.	\$17,958.00
<b>Estimated Total:</b>			<b>\$19,303.50</b>

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.  
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.  
Louis Voska

TITLE  
Estimator

DATE  
01/06/2021

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: \_\_\_\_\_

COMPANY NAME:  
REPRESENTATIVE:

DATE:  
TITLE: