

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

THIS WORK ORDER ("Work Order" hereafter) is made on the ____ day of ____ 2023, 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 **Shenandoah General Construction, LLC**, a Florida limited liability company ("Contractor" hereafter), whose local business address is located at 1888 N.W. 22nd 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. Cast-in-Place-Pipe (CIPP) lining of approximately 438 linear feet of 36-inch stormwater main along N Street from 8th Ave South to 9th Ave South (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 **90 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 **120 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 **\$87,777.36**. The attached proposal identifies 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 Vaughn Hayduk, phone: 561-586-1798; email: vhayduk@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 project 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.

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. 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 Work Order. 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 Third Amendment to Agreement for Storm Drain Cleaning, Repairs and Maintenance between the City of Lake Worth Beach and the Contractor, dated October 28, 2023 ("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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Work Order _____ on the day and year first above written.

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

SHENANDOAH GENERAL CONSTRUCTION COMPANY

By: _____
Name: Anthony Guglielmi
Title: President

[Corporate Seal]

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 4th day of Dec, 2023, by Anthony Guglielmi, as 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.

Notary Seal:



Samantha Northcutt
Comm. # GG937798
Expires: Jan. 5, 2024
Bonded Thru Aaron Notary

Notary Public Signature

EXHIBIT 1

CONTRACTOR'S PROPOSAL

1888 NW 22nd Street
(772) 202-3260



SHENANDOAH

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

DATE: October 23, 2023

PROPOSAL #P26326

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: CIPP SN Street & 8th Ave.

ATTENTION: Judy Love

We propose to furnish a crew and all necessary equipment to CIPP line 36" RCP MH 1 to MH 2, MH 2 to MH 3, at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

125 Mobilization	(at \$300.00 Each)	1 Each	\$300.00
61 Medium Cleaning and Sediment Removal 36"	(at \$2.50 Per L.F.)	438 L.F.	\$1,095.00
1 Storm Drain Video Inspection 0-48"	(at \$6.00 Per L.F.)	438 L.F.	\$2,628.00
29 CIPP 36" Pipe	(at \$191.22 Per L.F.)	438 L.F.	\$83,754.36

Estimated Total:

\$87,777.36

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

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.)

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.

Louis Voska

TITLE

Estimator

DATE

10/23/2023

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: City of Lake Worth Beach
REPRESENTATIVE: Vaughn Hayduk

DATE: 11/28/23
TITLE: Assistant Director of Water Utilities