

**CONTRACT FOR GENERAL CONTRACTOR RELATED SERVICES
FOR PROJECTS UNDER \$100,000.00**

IFB#24-106

WORK ORDER NO. 2

THIS WORK ORDER for General Contractor Related Services for Projects Under \$100,000.00 ("Work Order" hereafter) is made on _____, 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 **Mya Construservice, LLC** a Florida Limited Liability Company ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to General Contractor Related Services for Projects Under \$100,000.00 project generally described as: removal and installation of trees Downtown (the "Project"). The Project is more specifically described in the plans prepared by Marco Mejia, dated 05/09/2025, 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 "I".

3.0 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) 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 the amount of \$51,467.00 (Amount). The 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 Marco Mejia, phone: 561-766-3966; email: mmejia@myaonstruservice.com; and, the Project Manager for the City is Shannon Garcia, phone: 561-533-7345_; 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.

7.6 All lumber, timber, and other forest products utilized under this Work Order were produced and manufactured in the State of Florida, to the extent wood is a component of the work to be performed under this Work Order, and such products are available, and their price, fitness, and quality are equal.

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, Florida Statutes.

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 Statutes (2024).

10.0 Authorization

This Work Order is issued pursuant to the General Contractor Related Services for Projects Under \$100,000.00 Contract for between the City of Lake Worth and the Contractor, dated 08/22/2024, ("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.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order
No. 2 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: MYA CONSTRUSERVICE, LLC

By: [Signature]

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 19TH day of NOVEMBER 2025, by MARCO ROSADO, as the OWNER [title] of Mya Construservice, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida, who is ☐ personally known to me or ☐ who has Produced FL DRIVERS LICENSE 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 [Mya Construservice, LLC] to the same.

[Signature]
Notary Public Signature

Notary Seal:



HOLLY A. FOY
Commission # HH 688476
Expires June 16, 2029

Exhibit "1"

MYA CONSTRUSERVIVE LLC

240 NW 7th Ave
Delray Beach, FL 33444
(561) 766-3966
info@myaonstruservice.com
www.myaonstruservice.com



Estimate

ADDRESS
City of lake worth Beach
Scott Ropp
1724 12th Avenue South
Lake Worth Beach, FL 33460

ESTIMATE 1026
DATE 07/24/2025
EXPIRATION DATE 09/25/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	<p>Ilex Cassine - Dahoon Holly</p> <p>All plant material must be Florida Grade #1 or better. The scope of work includes the removal of existing palms and oak stumps and install (13) 13' OA "Male" Dahoon Holly trees. Please note that male Dahoon Holly trees do not produce berries and are selected during berry season (between August and September) to ensure they are male.</p> <p>All new plantings will be secured by their root systems and watered at the time of installation. The Holly trees will have a 24-inch-deep root barrier surrounding the root ball, as requested by the city.</p> <p>Please note that this quote does not include special traffic control, removal of concrete, or future watering services. Trees installed without an automatic watering program or system are not covered under any warranty.</p>	13	3,959.00	51,467.00

SUBTOTAL	51,467.00
TAX	0.00

TOTAL

\$51,467.00

Accepted By

Accepted Date