

**AGREEMENT FOR CURED IN PLACE PIPE FOR PIPELINE REHABILITATION
(PIGGY-BACKING THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD CONTRACT (PROPOSAL NO. 555-18)
CURED IN PLACE PIPE FOR PIPELINE REHABILITATION)**

WORK ORDER NO # 1

THIS WORK ORDER for General Contractor Related Services for Water Main Subaqueous Crossing Rehabilitation Services ("Work Order" hereafter) is made on the _____ between the **City of Lake Worth Beach**, a Florida municipal corporation located ("City" hereafter) and **INSITUFORM TECHNOLOGIES, LLC**, a Company authorized to do business in Florida corporation ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to Water Main Subaqueous Crossing Rehabilitation project generally described as: 12" Water Main Subaqueous Rehabilitation Project (the "Project"). The Project is more specifically described in the record drawings prepared by M.A. Schenk Associates, Inc., dated June 15, 2004, 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 150 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 180 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 500.00 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 unit cost, not to exceed amount of \$ **314,416.55**. The attached proposal identifies all costs and expenses included in the unit costs, not to exceed amount.

5.0 Project Manager

The Project Manager for the Contractor is Frank Kendrick, phone: 813.299.6320; email: fkendrix@aegion.com ; and, the Project Manager for the City is Giles Rhoads, phone: (561) 586-1640; email: grhoads@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 RFP; 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 Authorization

This Work Order is issued pursuant to the Agreement for Water Main Subaqueous Crossing Rehabilitation Services utilizing the Local Government Purchasing Cooperative BuyBoard Contract (Proposal No. 555-18) Cured in Place Pipe for Pipeline Rehabilitation between the City of Lake Worth Beach and the Contractor, dated _____, 2020 ("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 No. 1** 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:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **INSITUFORM TECHNOLOGIES, LLC**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who was physically present, as _____ (title), of **INSITUFORM TECHNOLOGIES, LLC**, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT "1"
(CONTRACTOR'S PROPOSAL)



Insituform
Technologies, LLC

17988 Edison Avenue
Chesterfield, MO 63005
www.insituform.com

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

Kenny Boeh
Business Development Manager

Fax: 813-627-0006
Email: kboeh@aegion.com
Phone: 412-310-8826

7/1/2020

AAJA-YSBWDX

City of Lake Worth Beach
301 College Street
Lake Worth Beach, Florida 33460 Office
Phone: (561) 586-1640
grhoads@lakeworthbeachfl.gov
www.lakeworthbeachfl.gov

Project Name: City of Lake Worth Beach 12" Water Main Subaqueous Crossing Rehabilitation Project #:
BuyBoard National Purchasing cooperative 555-18 Piggyback

Start Date: TBD

Completion Date: TBD

PROPOSAL PRICING:

Item	Description	Unit	Qty	Unit Price	Total Price
251	12" Reinforced Pressure Pipe Lining	LF	320	\$180.00	\$57,600.00
272	Installation of End Seal	EA	2	\$2,000.00	\$4,000.00
280	6" to 12" System Set-up Charge per Install Length	LF	320	\$20.00	\$6,400.00
283	Internal Reconnect for Pressure Pipe	EA	2	\$1,000.00	\$2,000.00
284	6" to 12" Install Spool Piece for Pressure Pipe	EA	4	\$5,000.00	\$20,000.00
143	Dewatering Setup	EA	1	\$10,000.00	\$10,000.00
305	12" Set up, Install, and Remove Pig Launcher	EA	1	\$5,000.00	\$5,000.00
306	12" Cleaning with Pressure Propelled Pigs	LF	320	\$13.00	\$4,160.00
325	12" Pressure Pipe Inspection	LF	320	\$4.00	\$1,280.00
123	Access pit (0-8' deep)	EA	2	\$2,500.00	\$5,000.00

128	Potholing for Nearby Utility Location (0-8' Deep up to 4hr duration)	EA	4	\$1,500.00	\$6,000.00
131	Trench Safety	LF	18	\$10.00	\$180.00
132	Modified Trench Safety	VF	14	\$500.00	\$7,000.00
141	Flowable Fill	CY	10	\$125.00	\$1,250.00
142	Select Back-fill as designated by owner	TON	20	\$75.00	\$1,500.00
149	10"-12" Open Cut Replacement	LF	40	\$250.00	\$10,000.00
160	Repair/Rehab 4" Concrete Sidewalk	SF	440	\$30.00	\$13,200.00
166	Traffic Control – State Governed Agency	DAY	15	\$2,500.00	\$37,500.00
167	Flagmen	HR	180	\$40.00	\$7,200.00
169	Lighted Arrow Board (Per Arrow Board)	DAY	15	\$250.00	\$3,750.00
162	Sod	SY	215	\$20.00	\$4,300.00
356	Travel and Mobilization – States other than Texas	EA	3	\$10,000.00	\$30,000.00
454	ROW Maintenance – Up to 20 Feet Wide	LF	750	\$10.00	\$7,500.00
456	Technical Field Support	HR	433	\$150.00	\$64,950.00
As req.	Bonding and Insurance Requirements 1.5%	LS	1	\$4,646.55	\$4,646.55
	TOTAL				\$314,416.55

Note: This pricing is based off the information provided by the owner (City of Lake Worth Beach) at the time of proposal. Any change in condition may result in a price adjustment. Design of the Pressure Pipe Rehabilitation product is based off the assumption that the max operating pressure of this pipe is 60 PSI and includes a standard 1-year warranty. The recommended solution is a class III structural material with a design life of 50 years. This pricing includes pressure testing at ASTM standards.

Respectfully Submitted By:



Kenny Boeh
Business Development Manager South Florida
Insituform Technologies, LLC.