

**NEIGHBORHOOD STREETS PROGRAM
ANNUAL PAVING, CONCRETE AND MISC. HARDSCAPE CONSTRUCTION SERVICES
WORK ORDER NO. 4**

THIS WORK ORDER FOR CONSTRUCTION SERVICES (“Work Order” hereafter) is made on the ____ day of _____, 2020, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City” hereafter) and **M&M Asphalt, Inc., DBA All County Paving**, a Florida corporation, whose local business address is **1180 SW 10th Street, Delray Beach, FL 33444** (“Contractor” hereafter).

1.0 Project Description:

The City desires the Contractor to provide those construction services as identified herein for the Neighborhood Streets Program. The services are generally described as: **Neighborhood Road Program, District 1 Year 4, Project 1** (the “Project”). The Project is more specifically described in the plans prepared by **Mock Roos & Associates, Inc.**, dated **December, 2019**, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contractor’s proposal attached hereto and incorporated herein as Exhibit “1”**.

3.0 Schedule

The services to be provided under this Work Order shall be substantially completed within **150** calendar days from the City’s approval of this Work Order and issuance of a notice to proceed. Final completion shall be within **180** calendar days from the City’s approval of this Work Order and issuance of a notice to proceed.

4.0 Compensation

This Work Order is issued for a line item, not to exceed amount of **\$2,012,423.81** **(TWO MILLION TWELVE THOUSAND FOUR HUNDRED TWENTY-THREE DOLLARS AND EIGHTY-ONE CENTS)**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Contractor is **Herb Miller**, phone: **(561) 513-1425**; email: **hmiller@allcountypaving.com**; and, the Project Manager for the City is **Richard C. Hasko, P.E.**, phone: **(561) 586-1686**; email: **rhasko@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.

8.0 Warranty. The Contractor warrants and guarantees to the City that all work provided under this Work Order will be in accordance this Work Order and the other Contract Documents. The Contractor warrants that 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). Contractor warrants that all work performed under this Work Order will be free from defects for one (1) year from the final completion of all work. 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 neighborhood roads. 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. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition.

9.0 Authorization

This Work Order is issued pursuant to the Contract for Neighborhood Road Program – Annual Paving, Concrete and Miscellaneous Hardscape Construction Services between the City of Lake Worth and the Contractor, dated May 16, 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.

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

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney
/mpa

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

M&M Asphalt, Inc.

[Corporate Seal]

By: _____

Print Name: JEFFREY COHEN

Title: EXECUTIVE VICE PRESIDENT

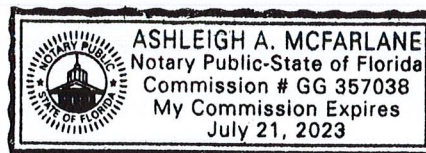
STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 28th day of February 2020
by Jeffrey Cohen, as E. VP (title), of M&M Asphalt, Inc. dba All County Paving
a corporation 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: Ashleigh McFarlane

My commission expires: 7-21-2023





BID TABULATION - NEIGHBORHOOD ROAD PROGRAM

NR 2001 DISTRICT 1 YEAR 4 ROADWAY ONLY PROJECT

Reference IFB

NEIGHBORHOOD ROAD PROGRAM - ANNUAL PAVING, CONCRETE AND HARDSCAPE

| | | | | | Project |
|---------------|-----------|--|------------|------|----------|
| | | | | | Quantity |
| No. | FDOT No. | ITEM DESCRIPTION | EST QTY | UNIT | |
| GENERAL ITEMS | | | | | |
| 1 | 102-60 | WORK ZONE SIGN | 50 | ED | |
| 2 | 102-61 | BUSINESS SIGN | 10 | EA | |
| 3 | | PROJECT SIGN (PER DETAIL) | 8 | EA | |
| 4 | 102-76 | ARROW BOARD | 2 | ED | |
| 5 | 102-99-A | PORTABLE MESSAGE SIGN | 2 | ED | |
| 6 | 102-150-1 | PORTABLE REGULATORY SIGN | 2 | ED | |
| 7 | | MOT - CERTIFIED FLAGMAN (2 flagman) | 1 | ED | |
| 8 | 102-74-1 | BARRICADE, TYPE 1, II, DI, VP, DRUM | 50 | ED | |
| 9 | | HI-VISIBILITY CONES | 50 | ED | |
| 10 | 104-18 | INLET PROTECTION | 50 | EA | 40 |
| 11 | 110-2-A | SELECTIVE CLEARING AND GRUBBING | 1 | AC | 7.2 |
| ROADWAY | | | | | |
| 12 | 327-70-AA | MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH) AND HAULOFF | 500-1,000 | SY | |
| 12.1 | 327-70-AA | MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH) AND HAULOFF | Over 1,000 | SY | 24000 |
| 13 | 210-1-AA | REWORKING LIMEROCK BASE | 500-1,000 | SY | |
| 13.1 | 210-1-AA | REWORKING LIMEROCK BASE | Over 1,000 | SY | |
| 14 | | REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 10" DEEP) | 500-1,000 | SY | |
| 14.1 | | REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 10" DEEP) | Over 1,000 | SY | 2600 |
| 15 | | 12" STABILIZED SUBGRADE | 500-1,000 | SY | |
| 15.1 | | 12" STABILIZED SUBGRADE | Over 1,000 | SY | |
| 16 | | 8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED) | 500-1,000 | SY | 3200 |
| 16.1 | | 8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED) | Over 1,000 | SY | |
| 17 | | 12" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED) | 500 | SY | 3100 |
| 18 | 334-1-13 | SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C SP9.5 | 50-100 | TN | |
| 18.1 | 334-1-13 | SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C SP9.5 | Over 100 | TN | |
| 19 | 337-7-33 | ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5 | 50-100 | TN | 2200 |
| 19.1 | 337-7-33 | ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5 | Over 100 | TN | |
| 20 | 523-A-B | PATTERNED PAVEMENT, CROSSWALKS OR INTERSECTIONS | 500 | SY | |
| 21 | | COLD IN-PLACE RECYCLING (CIR) 4"-8" DEPTH | Over 1,000 | SY | |
| 22 | | ASPHALT EMULSION (FOR CIR) | 1 | GAL | |
| 23 | | PORTLAND CEMENT (FOR CIR) | 1 | TN | |
| 24 | | ADDED RAP OR AGGREGATE (FOR CIR) | 1 | TN | |
| 25 | | ASPHALT SPEED HUMP COMPLETE W/ THERMO STRIPING (PER DETAIL) | 25 | EA | |
| 26 | 339-1 | MISC. ASPHALT PAVEMENT | Over 100 | TN | |
| 27 | 305-1 | BITUMINOUS CRACK AND JOINT SEALING | Over 1,000 | LF | |
| 28 | | CLEAN FILL DIRT F&I | 50-100 | CY | |
| 29 | | SWALE CONSTRUCTION INCL. BAHIA SODDING | 500 | SY | |
| 30 | | ASPHALT MILLINGS F&I | 100 | TN | 40 |
| 31 | | PBC TRAFFIC SIGNAL LOOP RESTORATION | 5 | EA | |

| M&M ASPHALT MAINTENANCE | | |
|-------------------------|----------|---------------|
| UNIT PRICE | | |
| \$ | 0.50 | \$ - |
| \$ | 195.00 | \$ - |
| \$ | 900.00 | \$ - |
| \$ | 18.00 | \$ - |
| \$ | 45.00 | \$ - |
| \$ | 18.00 | \$ - |
| \$ | 990.00 | \$ - |
| \$ | 0.45 | \$ - |
| \$ | 0.43 | \$ - |
| \$ | 100.00 | \$ 4,000.00 |
| \$ | 9,900.00 | \$ 71,280.00 |
| \$ | 8.65 | \$ - |
| \$ | 2.75 | \$ 66,000.00 |
| \$ | 7.95 | \$ - |
| \$ | 6.95 | \$ - |
| \$ | 11.95 | \$ - |
| \$ | 7.75 | \$ 20,150.00 |
| \$ | 8.95 | \$ - |
| \$ | 6.95 | \$ 22,240.00 |
| \$ | 16.25 | \$ - |
| \$ | 12.45 | \$ 38,595.00 |
| \$ | 21.40 | \$ - |
| \$ | 175.00 | \$ - |
| \$ | 140.00 | \$ 308,000.00 |
| \$ | 228.00 | \$ - |
| \$ | 210.00 | \$ - |
| \$ | 82.00 | \$ - |
| \$ | 13.30 | \$ - |
| \$ | 3.05 | \$ - |
| \$ | 195.00 | \$ - |
| \$ | 23.40 | \$ - |
| \$ | 5,000.00 | \$ - |
| \$ | 250.00 | \$ - |
| \$ | 1.65 | \$ - |
| \$ | 16.00 | \$ - |
| \$ | 18.00 | \$ - |
| \$ | 45.00 | \$ 1,800.00 |
| \$ | 1,800.00 | \$ - |



BID TABULATION - NEIGHBORHOOD ROAD PROGRAM

NR 2001 DISTRICT 1 YEAR 4 ROADWAY ONLY PROJECT

Reference IFB

NEIGHBORHOOD ROAD PROGRAM - ANNUAL PAVING, CONCRETE AND HARDSCAPE

| | | | | | Project | M&M ASPHALT MAINTENANCE | |
|---------------------------|-----------|---|------------|----|----------|-------------------------|---------------|
| | | | | | Quantity | UNIT PRICE | |
| CONCRETE | | | | | | | |
| 32 | | REMOVE EX. CONCRETE CURBING (ALL TYPES) | Over 1,000 | LF | 11800 | \$ 9.95 | \$ 117,410.00 |
| 33 | | REMOVE EX. CONCRETE SIDEWALK / DRIVEWAY (4"-6") | Over 1,000 | SY | 5900 | \$ 24.50 | \$ 144,550.00 |
| 34 | 522-1 | CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (SELECTIVE REPLACEMENT) | Over 1,000 | SY | 4500 | \$ 58.50 | \$ 263,250.00 |
| 35 | 522-2 | CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (SELECTIVE REPLACEMENT) | 500-1,000 | SY | 1400 | \$ 64.35 | \$ 90,090.00 |
| 36 | | MONOLITHIC CURB AND SIDEWALK (SELECTIVE REPLACEMENT) | Over 1,000 | SF | | \$ 70.20 | \$ - |
| 37 | 520-1-AA | TYPE F CURB AND GUTTER (SELECTIVE REPLACEMENT) | 500-1,000 | LF | 11000 | \$ 28.60 | \$ 314,600.00 |
| 38 | 520-2-AA | TYPE D CURB (SELECTIVE REPLACEMENT) | 500-1,000 | LF | 800 | \$ 28.60 | \$ 22,880.00 |
| 39 | 520-3 | VALLEY GUTTER (SELECTIVE REPLACEMENT) | 500-1,000 | LF | | \$ 27.00 | \$ - |
| 40 | | DECORATIVE STAMPED COLORED CONCRETE, 4" THICK | Over 500 | SF | | \$ 9.50 | \$ - |
| 41 | | DECORATIVE STAMPED COLORED CONCRETE, 6" THICK | Over 500 | SF | | \$ 11.05 | \$ - |
| 42 | | ADA CURB RAMP W/ DETECTABLE WARNINGS (CAST-IN-PLACE) | Over 100 | EA | | \$ 995.00 | \$ - |
| STRIPING / SIGNAGE | | | | | | | |
| 43 | 705-11-A | DELINEATOR | 25 | EA | | \$ 58.50 | \$ - |
| 44 | 706-3 | RETRO REFLECTIVE PAVEMENT MARKERS (RPM'S) | Over 500 | EA | 150 | \$ 5.20 | \$ 780.00 |
| 45 | | REMOVAL OF EX. STRIPING (GRIND OR WATERBLAST) | 100 | LF | 700 | \$ 1.89 | \$ 1,323.00 |
| 46 | | 4" DOUBLE YELLOW THERMO | Over 500 | LF | | \$ 1.63 | \$ - |
| 47 | | 4" SINGLE YELLOW THERMO | 100 | LF | | \$ 0.85 | \$ - |
| 48 | | 4" SINGLE WHITE THERMO | Over 500 | LF | | \$ 0.85 | \$ - |
| 49 | | 6" DOUBLE YELLOW THERMO | 100 | LF | 800 | \$ 1.85 | \$ 1,480.00 |
| 50 | | 6" SINGLE YELLOW THERMO | 100 | LF | | \$ 1.05 | \$ - |
| 51 | | 6" SINGLE WHITE THERMO | 100 | LF | 8700 | \$ 1.05 | \$ 9,135.00 |
| 52 | | 12" SINGLE WHITE THERMO | Over 500 | LF | 1700 | \$ 1.95 | \$ 3,315.00 |
| 53 | | 18" SINGLE WHITE THERMO | Over 500 | LF | | \$ 2.65 | \$ - |
| 54 | | 24" STOP BAR WHITE THERMO | Over 500 | LF | 500 | \$ 3.95 | \$ 1,975.00 |
| 55 | 700-20-11 | SINGLE SIGN POST ASSEMBLY, F&I, LESS THAN 125F | Over 100 | AS | 33 | \$ 348.00 | \$ 11,484.00 |
| 56 | | STANDARD STREET SIGN BLADE W/ POST ASSEMBLY | Over 50 | AS | 0 | \$ 189.00 | \$ - |
| 57 | | HISTORIC DISTRICT STREET SIGN BLADE W/ POST ASSEMBLY | 25-50 | AS | | \$ 208.00 | \$ - |
| 58 | | BIKE LANE SYMBOL STRIPING (THERMO) | Over 50 | EA | 11 | \$ 455.00 | \$ 5,005.00 |
| 59 | | HANDICAP PARKING STALL COMPLETE W/ SIGN (PAINT) | 10 | EA | | \$ 455.00 | \$ - |
| 60 | | REMOVE / RELOCATE EXISTING SIGN W/ POST | Over 50 | EA | 32 | \$ 228.00 | \$ 7,296.00 |
| MISC. WORK | | | | | | | |
| 61 | | ST. AUGUSTINE SOD | Over 100 | SY | | \$ 5.85 | \$ - |
| 62 | | BAHIA SOD | Over 100 | SY | | \$ 4.85 | \$ - |
| 63 | | CHOCOLATE BROWN MULCH | 100 | CY | | \$ 75.00 | \$ - |
| 64 | 425-4 | ADJUST INLET | Over 25 | EA | 26 | \$ 1,200.00 | \$ 31,200.00 |
| 65 | 425-5-A | ADJUST MANHOLES | Over 25 | EA | 17 | \$ 750.00 | \$ 12,750.00 |
| 66 | 425-6 | ADJUST VALVE BOX | Over 25 | EA | 3 | \$ 750.00 | \$ 2,250.00 |
| 67 | | REPLACE MANHOLE RING AND COVER | Over 25 | EA | | \$ 950.00 | \$ - |
| 68 | | 22"x22"x8" CONCRETE COLLAR (CLEANOUTS) | 25 | EA | | \$ 500.00 | \$ - |



City of Lake Worth
BID TABULATION - NEIGHBORHOOD ROAD PROGRAM

NR 2001 DISTRICT 1 YEAR 4 ROADWAY ONLY PROJECT

Reference IFB
NEIGHBORHOOD ROAD PROGRAM - ANNUAL PAVING, CONCRETE AND HARDSCAPE

| No. | FDOT No. | ITEM DESCRIPTION | EST QTY | UNIT | Project Quantity |
|-------------------------|----------|--|----------|------|---------------------|
| 69 | | 30"X30"X8" CONCRETE COLLAR (VALVES) | 25 | EA | |
| 70 | | 5'X5'X8" CONCRETE COLLAR (MANHOLES AND INLETS) | 25 | EA | |
| 71 | 526-1-A | ARCHITECTURAL PAVERS (PER DETAIL) | 100-250 | SY | |
| 72 | 110-7-A | MAILBOX RELOCATION | Over 100 | EA | |
| 73 | | PAVER BRICK REPAIR (REINSTALL EXIST. BRICKS) | 100-250 | SY | |
| 74 | | FEC RAILROAD FLAGMAN | 1 | HR | |
| ADDITIONAL ITEMS | | | | | |
| 75 | | DETECTABLE WARNING SURFACE | | SF | 600 |
| 76 | | REMOVE EXISTING TREE | | EA | 3 |
| 77 | | RESET EXISTING BOLLARD | | EA | 3 |
| 78 | | 12" HEADER CURB | | LF | 60 |
| 79 | | 12" COMPACTED SUBGRADE | | SY | 25 |

| M&M ASPHALT MAINTENANCE | |
|----------------------------|------|
| UNIT PRICE | |
| \$ 600.00 | \$ - |
| \$ 750.00 | \$ - |
| \$ 108.00 | \$ - |
| \$ 250.00 | \$ - |
| \$ 45.00 | \$ - |
| \$ 135.00 | \$ - |

| | |
|-------------|--------------|
| \$ 30.00 | \$ 18,000.00 |
| \$ 1,000.00 | \$ 3,000.00 |
| \$ 350.00 | \$ 1,050.00 |
| \$ 40.00 | \$ 2,400.00 |
| \$ 6.95 | \$ 173.75 |
| \$ - | \$ - |

| | | |
|--|--------|-----------------|
| SUBTOTAL ITEMS | | \$ 1,597,461.75 |
| MAINTENANCE OF TRAFFIC (General Items 1-9) | 8.00% | \$ 127,796.94 |
| CONTINGENCY | 18.00% | \$ 287,543.12 |
| TOTAL | | \$ 2,012,801.81 |