

**AGREEMENT FOR WASTEWATER COLLECTION
SYSTEM CONSTRUCTION SERVICES
WORK ORDER NO. 13**

THIS WORK ORDER FOR CONSTRUCTION SERVICES (“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 Miller Pipeline, LLC, a corporation authorized to do business in the State of Florida (“Contractor” hereafter).

1.0 Project Description:

The City desires the Contractor to provide those services and work as identified herein related to Wastewater Collection System Construction Services project generally described as: MH 740-741, 20” gravity sewer lining (the “Project”). The Project is more specifically described in the proposal prepared by Miller Pipeline, LLC dated January 24, 2023, and which is 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 60 **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 90 **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.

4.0 Compensation

This Work Order is issued for the unit price, not to exceed amount of \$66,454.00 The attached proposal identifies all costs and expenses included in the not to exceed amount.

5.0 Project Manager

The Project Manager for the Contractor is Jeff Newman, phone: 317-653-5297; email: jeff.newman@millerpipeline.com; and, the Project Manager for the City is Julie Parham, phone: 561-586-1798; email: jparham@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 RFQ; 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 Public Construction Bond

A Public Construction Bond **is not** required for this Work Order and shall be recorded in official records in and for Palm Beach County (with a certified copy provided to the City) prior to any services being provided under this Work Order.

10.0 Authorization

This Work Order is issued pursuant to the Agreement for Wastewater Collection System Construction Services between the City of Lake Worth and the Contractor, dated February 6, 2018 ("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. 13 to the Agreement for Wastewater Collection System Construction Services as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendayaho, Financial Services Director

Contractor: MILLER PIPELINE, LLC

By: _____

[Corporate Seal]

Print Name: Chris Schuler

Title: Vice President

STATE OF Florida)
COUNTY OF Palm)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 27th day of February 2023, by Chris Schuler, as the Vice President [title] of Miller Pipeline [vendor's name], a _____ [corporate description], who is personally known to me or who has produced personally known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:



Notary Public Signature



AN ARTERA COMPANY

January 24, 2023

City of Lake Worth Beach
301 College Street
Lake Worth Beach, FL 33460
V: 561-586-1798

RE: Proposal – FL Lake Worth Beach – Sewer Rehab – MH 740-741

As per the terms, conditions and technical specifications of the contract between Miller Pipeline LLC and Lee County, FL, below is our proposal based on the contract pricing and scope of work in the field to line the following:

Bid Item	Description	U/M	QTY	RATE	Total
E3	INSTALL CURED-IN-PLACE LINER, 21-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	358	\$105.00	\$37,590.00
F8	REINSTATE LATERALS AND GROUT ANNULAR SPACE	EA	11	\$475.00	\$5,225.00
F12	MECHANICAL TUBERCULATION REMOVAL (15-INCH THROUGH 24-INCH)	LF	151	\$33.00	\$4,983.00
F13	PROTRUDING SERVICE CONNECTION REMOVED BY INTERNAL MEANS	EA	4	\$264.00	\$1,056.00
F15	BYPASS PUMPING (18-INCH AND 30-INCH SEWER)	EACH DAY	2	\$8,800.00	\$17,600.00
Total					\$66,454.00

General Conditions / Responsibilities of Others:

We will expect that the following will be furnished to Miller Pipeline Corporation at no cost to us:

1. Free and legal access to the project site.
2. All approvals and permits as applicable.
3. Any required Point Repairs of the pipe.
4. Access to a fire hydrant or other source of water near the project location.
5. The project does not contain hazardous materials.
6. Use of bypass line items assumes 1 day for cleaning and 1 day for installation. Should conditions require additional days of bypass they will be billed per unit item above.

Sincerely,

Jeffrey Newman
Regional Manager - Florida, Miller Pipeline