

**DESIGN-BUILD CONTRACT FOR LWB UTILITY RADIO SYSTEM UPGRADE PHASE 2 –
LIFT STATIONS WORK ORDER NO. 10**

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, Florida 33460 (“City” hereafter) and **Globaltech, Inc.**, a Florida corporation (“Contractor” hereafter).

1.0 Project Description:

The City desires the Contractor to provide those design-build services and work as identified herein related to the Radio and Telemetry system consisting of Lift Station Remote Telemetry Units (RTU) and the Wastewater Master Radio located at the Water Treatment Plant (WTP). The project is described as **LWB Utility Radio System Upgrade Phase 2 – Lift Stations** (the “Project”).

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with design-build services for the Project as specified in the **Contractor’s proposal attached hereto and incorporated herein as “Exhibit 1” Scope of Services, “Exhibit 2” Cost Breakdown and “Exhibit 3” Quotes.**

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **420 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 **450 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order follows 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 have 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 its intended purposes. Final completion occurs when all services and work (including punch-list items) have 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 damages the City would suffer if Contractor neglects, refuses, or otherwise fails to complete the services and work within the specified time. 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 and Direct Purchases

This Work Order is issued for a lump sum, not to exceed **\$209,354.00 (two hundred nine thousand three hundred fifty-four dollars and zero cents)**. The attached **Exhibit 2** identifies all costs and expenses included in the lump sum, not to exceed the amount.

5.0 Project Manager

The Project Manager for the Contractor is **Nico Shaner**, phone: **404-226-7645**; email: **nshaner@globaltechdb.com**, and the Project Manager for the City is **Garry Baker** phone: **561-586-1713**; email: **gabaker@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

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 Design-Build criteria, Contract Documents, including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect the 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, available 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 unless specifically included in the Scope of Services.

7.3 Contractor has reviewed and checked all information and data shown or indicated in the Design-Build criteria and 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 before commencing work. If required, 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 to perform and furnish the work under the cost shall be included in the Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor will correlate 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 the 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 before 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 the City or its systems. If 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 Design-Build Contract for Water System Ground Storage Tanks and Related Improvements between the City of Lake Worth Beach and the Contractor, dated December 5, 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.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order 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:

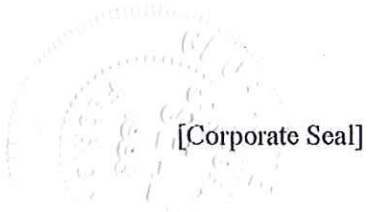
By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director

Contractor: Globaltech, Inc.

By: Richard D. Olson
Name: Richard Olson, PE
Title: VP of Engineering



[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 15 day of AUGUST 2023, by Richard Olson, as the VP of Engineering of Globaltech, Inc., a Florida Corporation, who is personally known to me or who has produced _____ 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.

R. Cloyd

Notary Public Signature
Notary Seal:



“EXHIBIT 1”

**Detailed Scope of Services
Utility Radio System Upgrade Phase 2 – Lift Stations**

- I. Engineering services shall include the following:
 - a. Engineering project management activities to include project and progress meetings and status reports.
 - b. Review results of Lift Station Radio Survey, procured by City.
 - c. Obtain FCC licensing as required for new Wastewater 220MHz frequency.
 - d. Site visits to review construction progress and compliance.
 - e. Prepare and review submittals as needed.
 - f. Startup services as required.
 - g. Consolidated O&M manual for vendor-supplied equipment as required.

The following specific construction activities and services will be performed:

By Divisions:

Div 1 General Requirement:

- A. Project management for all design-build activities, including project meetings, preparation of agendas and meeting minutes, management of crew and site resources, procurement oversight, and coordination of activities with the City’s operations.
- B. Preparation of project progress schedules in Primavera P6 format with monthly updates.

Div 2 Sitework

- A. Mobilization
 1. Significant site work is not anticipated. Rental equipment may include bucket trucks to remove and install new antennas, which will be provided by Advantage Communications Inc.

Div 3 Concrete

- A. Small patching may be required at building penetrations for cable installation.

Div 16/17 Electrical/I&C

- A. Perform RTU upgrade at Lift Station No. 14 utilizing existing RTU enclosure. Provide and install a new antenna on the existing antenna cable on the existing antenna mast.
- B. Perform RTU upgrade at Lift Station No. 15 utilizing existing RTU enclosure. Provide and install a new antenna on the existing antenna cable on the existing antenna mast.
- C. Perform RTU upgrade at Lift Station No. 16 utilizing existing RTU enclosure. Provide and install a new antenna on the existing antenna cable on the existing antenna mast.
- D. Perform RTU upgrade at Lift Station No. 32 utilizing existing RTU enclosure. Provide and install a new antenna on the existing antenna cable on the existing antenna mast.
- E. Perform all required programming and SCADA modifications to integrate new equipment into the existing SCADA system.
- F. Provide and install new Wastewater Master Radio in WTP Control Building.

- G. Perform frequency tuning to the existing dipole antenna at the WTP Master Radio to include the frequency of the new Wastewater Master Radio.
- H. Provide and mount new enclosure in the WTP Control Building.
- I. Provide and install a new diplexer in a new enclosure in the WTP Control Building.
- J. Perform frequency tuning of the diplexer with existing Water 220 MHz Radio frequency and new Wastewater 220MHz Radio frequency.
- K. New subpanels for existing RTU enclosures shall be provided. Any removed equipment shall be returned to Lake Worth WTP.
- L. New enclosure for new diplexer shall be provided and installed by GT.

Assumptions

- A. Permits are not required.
- B. The city must provide landscaping services to trim/remove a tree interfering with the existing antenna mast at LS #16.

“EXHIBIT 2”

Cost Breakdown



Exhibit 2 Cost Breakdown

08/14/23

City of Lake Worth Beach
172409 LWB Utility Radio System Upgrade - Phase 2

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Job: 172409 LWB Utility Radio System Upgrade - Phase 2						
Bid Item: 1	General Requirements					
	Project Estimating	HR	10	242.00	2,420.00	2,420.00
	Progress Meetings	HR	8	242.00	1,936.00	1,936.00
	Construction Project Manager	HR	14	146.00	2,044.00	2,044.00
	Purchasing & Subcontract	HR	10	181.00	1,810.00	1,810.00
	Construction Admin	HR	20	87.00	1,740.00	1,740.00
				Bid Item Totals:	9,950.00	9,950.00
Bid Item: 17	I&C					
	Lift Stations RTU	LS	1	77,700.00	77,700.00	95,609.85
	WTP Master Radio	LS	1	22,900.00	22,900.00	28,178.45
	Enclosure Offloading & Installation	CR-D	1	2,480.00	2,480.00	2,480.00
	Coaxial Cable Installation	LS	1	2,500.00	2,500.00	2,750.00
	Concrete Core	LS	1	500.00	500.00	615.25
	Diplexer TPRD-2254 Assembly	LS	1	7,000.00	7,000.00	8,613.50
	Antenna Installation	LS	1	5,050.00	5,050.00	5,807.50
	FCC Radio Station Licensing	LS	1	18,000.00	18,000.00	20,700.00
				Bid Item Totals:	136,130.00	164,754.55
Bid Item: 100	Engineering					
	Engineering - PM & SDC	LS	1	30,000.00	30,000.00	30,000.00
				Bid Item Totals:	30,000.00	30,000.00
Bid Item: 110	Bonds & Insurance					
	Bonds	LOT	1	4,649.45	4,649.45	4,649.45
				Bid Item Totals:	4,649.45	4,649.45

Cost Breakdown

08/14/23

Continued...

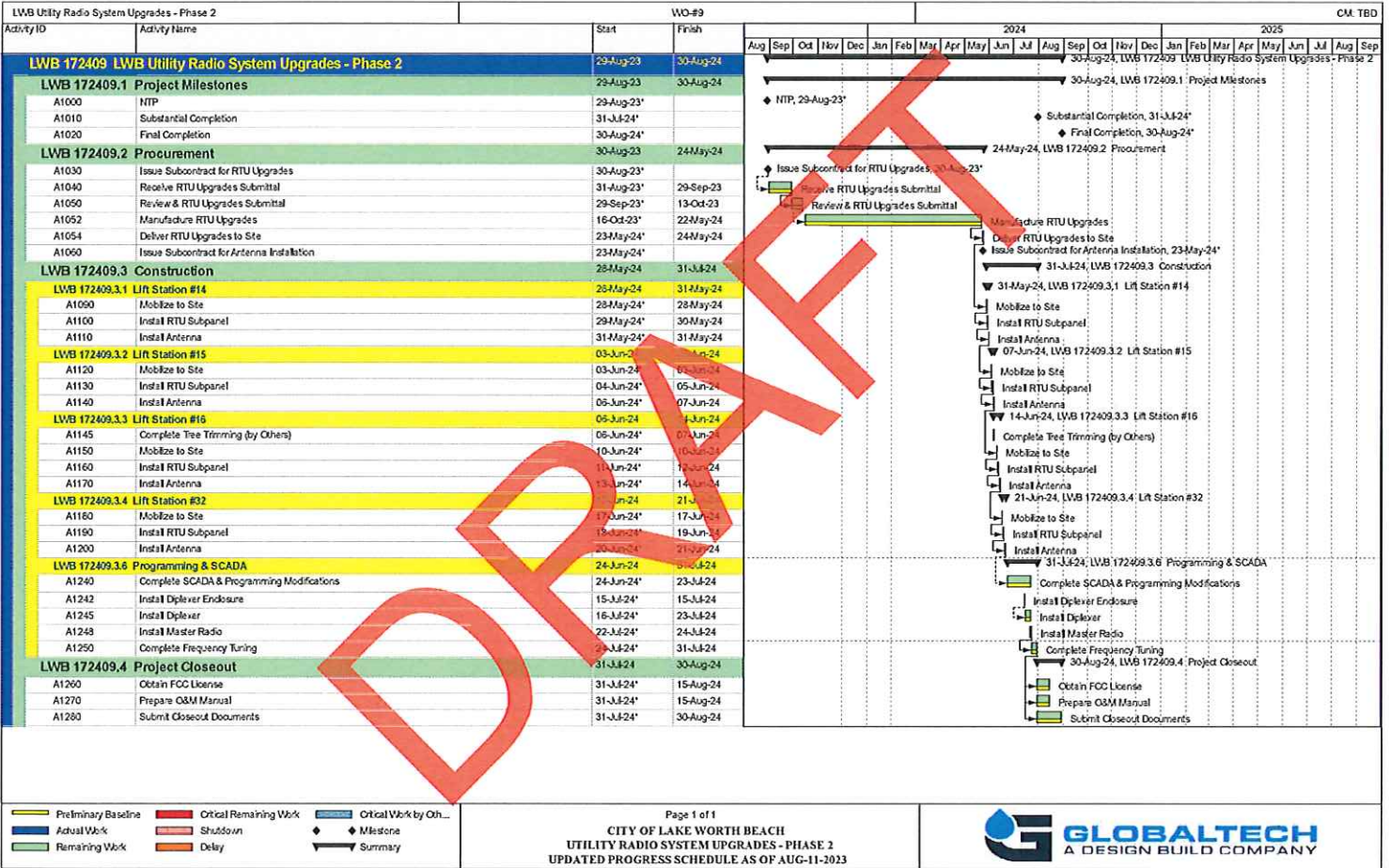
Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
				Grand Totals:	180,729.45	209,354.00

Attachment A
Work Order #10
LWB Utility Radio System Upgrade Phase 2 - Lift Stations

		E6	E4	E2	E1	SCHEDULER	ADMIN 3	ADMIN 1	Total Labor	Subconsultant Services	Subconsultant	
Contractual Labor Rates \$/Hr.		\$276.00	\$186.00	\$126.00	\$96.00	\$152.00	\$112.00	\$58.00				
Task 1	Project Management											
	Project Development	1	8	6	10			6	4	\$	4,384.00	
	Project Coordination	2	10	6	10					\$	4,128.00	
	Project Site Visits		4		6					\$	1,320.00	
	Project Scheduling					12				\$	1,824.00	
	Project Meetings	2	4		4		2		4	\$	2,136.00	
	Subtotal Task 1	5	26	12	30	12	8	8	8	\$	13,792.00	\$ -
Task 2	Services During Construction											
	Project Coordination		10	8	12		4		6	\$	4,816.00	
	Submittal Review	2	6	2	8		2		4	\$	3,144.00	
	Project Site Visits		10	8	12					\$	4,020.00	
	Progress Meetings	4	4	6	4					\$	2,988.00	
	O&M			2	2		4		6	\$	1,240.00	
	Subtotal Task 2	6	30	26	38	0	10	16	16	\$	16,208.00	\$ -
	Total	11	56	38	68	12	18	24	24	\$	30,000.00	\$ -
	Subconsultants									\$	-	
	Markup									\$	-	
	Total Subconsultant									\$	-	
	Reimbursable Expenses											
	Total										\$	30,000.00

“EXHIBIT 3”

Quotes



G) EXTERIOR FINISH: WHITE	
RUSSELLSTOLL JRS1034HR 100A GENERATOR RECEPTACLE	1
RUSSELLSTOLL JAAB10 ANGLE ADAPTER	1
SQD HGL36100 600V 100A 3 POLE CIRCUIT BREAKERS	2
SQD 0600 S29354 CIRCUIT BREAKER MECHANICAL INTERLOCK FOR H & J, 600A AND BELOW	1
SQD 9080 LBA363206 3P POWER DISTRIBUTION BLOCK	1
SQD 6671 SDSA3650 SURGE ARRESTER	1
DELTA CA603R SURGE CAPACITOR 3PH 4W 600V	1
DIVERSIFIED SUA-230-ALAU 230V PLUG-IN PHASE MONITOR	2
DIVERSIFIED RB-08 SOCKET	2
BUSSMAN FNQ-1/2 500V 1/2A FUSES	6
SQD 9080 GF6 FUSE HOLDER	6
SQD 9080 GF6B END BARRIER	1
SQD 9080 MHA10 END CLAMP	2
SQD QOU110 120V 10A 1P CIRCUIT BREAKERS	3
SQD QOU115 120V 15A 1P CIRCUIT BREAKERS	2
SQD QOU235 120V 35A 2P CIRCUIT BREAKER	1
SQD HGL36045 3 POLE 600V 45A CIRCUIT BREAKERS	2
SQD 8536 SCO3V02S NEMA SIZE 1 FVNR MOTOR STARTERS	2
SQD B45.0 HEATER	6
SQD 9066 RA1 RESET	2
SQD 9999 SX8 NO/NC STR. AUX	2
SQD 9999 SO4 ISOLATED NO OVERLOAD	2
TRUMETER 710-0002 120VAC ELAPSED TIME METER	2
SQD 9001 SKS43B 3 POSITION SELECTOR SWITCH	2
SQD 9001 KA1 BLOCK	4
SQD CLASS 9001 SKS11B 2 POSITION SELECTOR SWITCH	1
SQD 9001 KA2 BLOCK	1
SQD 9001 SKT38LRR31 120V RED PUSH TO TEST LED PILOT LIGHT	2
SQD 9001 SKT38LGG31 120V GREEN PUSH TO TEST LED PILOT LIGHT	4
FINDER 60.13.8.120.0040 120VAC 3PDT PLUG-IN RELAY	9
FINDER 60.13.9.024.0070 24VDC 3PDT 10A RELAY	3
FINDER 90.27 RELAY SOCKET	12
PULS SL5.100 24VDC 5A POWER SUPPLY	1
PHOENIX CONTACT 2838228 PT2X2-24DC-ST PLUG TRAB SURGE ARRESTER	1
PHOENIX CONTACT 2839224 PT 2X2+F-BE PLUG-TRAB BASE	1
FEDERAL SIGNAL LP3P-120R 120V RED STROBE	1
WHEELLOCK 31T-115-S ALARM HORN	1
WHEELLOCK WBB-S WP BACKBOX	1
McMASTER-CARR 4548K173 316 S.S. PIPE NIPPLE, 1/2" X 2"	1
T & B H050-TB 1/2" HUB	2
SQD 9007 AP221 DOOR SWITCH	1
HOFFMAN L-SC252015 NEMA 12 SC ENCLOSURE	1
HOFFMAN L-P2520 SUB-PANEL	1
DIVERSIFIED ISO-120-ACE FOUR CIRCUIT ISB	1
HUBBELL GFRST15I GFI DUPLEX 15A RECEPT.	1
HUBBELL SS26 S.S. DUPLEX GFI PLATE	1
HUBBELL GFRST15I GFI DUPLEX 15A RECEPT.	1
CROUSE HINDS WLRD-1 SPRING DOOR COVER & GASKET	1
CROUSE HINDS FD2 SINGLE GANG BOX	1
PHOENIX CONTACT DP-UTTB 2,5/4 3047303 PARTITION PLATE	1
PHOENIX CONTACT D-UTTB 2,5/4 3047293 END BARRIER	2
PHOENIX CONTACT UTTB4 3044814 DOUBLE DECK TERMS	36
PHOENIX CONTACT E/UK-1 1201413 TALL END CLAMP	5
SQD PK9GTA GND BUS	1
GENERIC ARC FLASH LABEL	LOT
WIRE, DUCT & NAMEPLATES	LOT
UL 698A LABEL	1

ITEM NO.4C

PUMP MOTOR CONNECTION BOX

SCHAEFER'S SPN4SS6-24308 NEMA 4X 316 S.S. WALL MOUNT ENCLOSURE WITH THE FOLLOWING: 1

- A) SIZE: 24"H X 30"W X 8"D
- B) S.S. DOOR CLAMPS
- C) SUBPANEL: SPP-2430 1
- D) PADLOCK HASP
- E) FINISH: PAINTED WHITE

SQD 9080 LBA362101 3 POLE POWER SPICER BLOCK	2
PHOENIX CONTACT UT4 3044102 SINGLE TERMS	20
PHOENIX CONTACT D-UT2,5/10 3047028 END BARRIER	2
PHOENIX CONTACT 1201442 END CLAMPS	2
SQD PK9GTA GND BUS	1

SCHAEFER'S SPN4SS6-302414 NEMA 4X 316 S.S. WALL MOUNT ENCLOSURE	1
WITH THE FOLLOWING:	
A) SIZE: 30"H X 24"W X 14"D	
B) SUBPANEL: SPPAL-3024	1
C) 3PT. S.S. PADLOCKABLE HANDLE	
D) STUDS FOR DOOR SWITCH	
E) 316 SST. DOORSTOP	
F) FINISH: PAINTED WHITE	
COMMSCOPE LDF4-50A 1/2" HELIAX CABLE	250
COMMSCOPE L4TNM-PSA 1/2" N-MALE CONNECTOR	2
COMMSCOPE 221213 WEATHERPROOFING KIT	1

NOTES!!

- 1) NEW MASTER RADIO COMPONENTS TO BE INSTALLED IN CONTROL BLDG. BY C.C. CONTROL CORP.
- 2) NEW ANTENNA PROVIDED BY CC CONTROL CORP. INSTALLED ON EXISTING MAST BY OTHERS.
- 3) NEW COAXIAL CABLE PROVIDED BY CC CONTROL CORP. INSTALLED BY ADVANTAGE COMM.

ITEM NO.7B

SERVICE SUMMARY

ENGINEERING	LOT
SUBMITTALS	LOT
NEW PLC PROGRAMMING	LOT
EXIST. SCADA SYSTEM MODIFICATIONS	LOT
FIELD SERVICE	LOT
START UP	LOT
1 YEAR STANDARD WARRANTY	LOT

SUMMARY

		SELL
ITEMS NO.1	LIFT STATION NO.14 RTU	\$19,400.00
ITEMS NO.2	LIFT STATION NO.15 RTU	\$19,400.00
ITEMS NO.3	LIFT STATION NO.16 RTU	\$19,400.00
ITEMS NO.4A	LIFT STATION NO.18 RTU	\$21,300.00
ITEMS NO.4B	LIFT STATION NO.18 PUMP PANEL	\$24,400.00
ITEMS NO.4C	LIFT STATION NO.18 CONNECTION BOX	\$2,100.00
ITEMS NO.5	LIFT STATION NO.32 RTU	\$19,500.00
ITEMS NO.6	LIFT STATION NO.33 RTU	\$19,400.00
ITEMS NO.7	WTP MASTER RADIO	\$22,900.00

\$167,800.00

\$100,600.00

TOTAL SELL: \$167,800.00
PLUS TAX IF APPLICABLE

SUBMITTALS 8-10 WEEKS
AFTER RECEIPT OF PURCHASE ORDER
FOB: JOB SITE
DEL: 30-32 WEEKS
AFTER APPROVED DRAWINGS
TERMS: NET 30 DAYS
(SUBJECT TO CREDIT APPROVAL)

WARRANTY: ALL WARRANTIES SHALL EXPIRE ONE (1) YEAR FROM DATE OF START-UP FROM SELLER TO BUYER UNLESS SPECIALLY INDICATED OTHERWISE AND WILL BE NULL AND VOID UNLESS MATERIALS ARE STORED UNDER PROPER CONDITIONS DETERMINED BY C.C. CONTROL CORP.

JEFF NEEDS
Jneeds@CCControlCorp.com