

**DESIGN-BUILD CONTRACT FOR WATER SYSTEM GROUND STORAGE TANKS
AND RELATED IMPROVEMENTS
WORK ORDER NO. 08**

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 replace the membrane cartridges in Train 1 located at the Water Treatment Plant (WTP). The project is described as **Membrane Replacement** (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 and “Exhibit 2” Cost Breakdown.**

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **365 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 **395 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 **\$634,691.00 (six hundred thirty-four thousand, six hundred and ninety-one 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 **Bruce Rahmani**, phone: **561-997-6433**; email: **bruce@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:

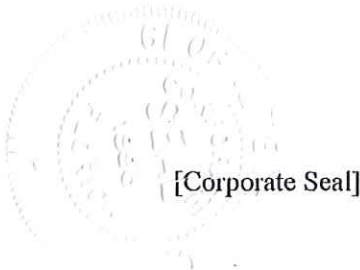
By: _____
Glen J. Torcivia, City Attorney

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



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
Membrane Replacement**

1. Engineering services shall include the following:
 - a. Prepare Draft & Final Work Orders for Membrane Replacement
 - b. Review specifications for membranes selected by Owner
 - c. Prepare purchasing documents for the direct purchase of Hydranautics ESPA2-LD membranes.
 - d. Coordinate work with Palm Beach County Health Department (PBCHD) and confirm that permits are not required and documents by email and/or letter.
 - e. Review submittals provided by the manufacturer.
 - f. Conduct pre-installation inspection of membranes, seals, and endcaps
 - g. Prepare protocol to document the loading sequence and location of each specific membrane.
 - h. Provide startup services while Train 1 and 2 are placed back into service.
 - i. Prepared closeout and warranty documentation for Owner

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. Mobilize on site
 2. Coordinate staging area with city staff
 3. Site cleanup
 4. Demobilization Mobilize onsite

Div 40 Process Interconnections

- A. Removal and disposal of existing membrane elements for one train.
- B. Furnish and install 504 new Hydranautics ESPA2-LD membranes in Trains 1 & 2.
- C. Clean each membrane pressure vessel of particulate matter by swabbing with mild chlorine solution and rinsing with potable water.
- D. Glycerin and gasket lube shall be furnished as necessary for the installation. Each vessel shall be shimmed, and the serial number recorded for each installed membrane element in the corresponding vessel.
- E. Furnish and install pressure vessel seals and gaskets as needed to install the new membranes. Unused parts shall be turned over to the City at the end of the project.
- F. Furnish Owner with 84 additional membranes for future use.
- G. Assist City with startup and commissioning.

Assumptions

- A. Permits are not required
- B. Work shall be performed with the anticipation that the water treatment plant can provide 4-Log water quality treatment and that the membrane replacement can be performed during plant operation without supplemental disinfection.
- C. The overhead crane will be available to assist in lifting a scissor lift/manlift over the existing trench inside the RO building.
- D. The installation of additional vessels is not included in this Scope of Service. These services can be added under a future change order.
- E. Additional membranes are being ordered at the request of OWNER. Membranes have a limited shelf life and should be installed within 9-12 months of delivery. For the additional membranes, OWNER will accept the membranes following delivery and inspection.
- F. The city will perform bacteriological testing as required by the PBCHD.

“EXHIBIT 2”

Cost Breakdown



Exhibit 2 Cost Breakdown

08/14/23

City of Lake Worth Beach
172408 LWB Membrane Replacement

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Job: 172408 LWB Membrane Replacement						
Bid Item: 1 General Requirements						
	Sr. Estimator	HR	16	242.00	3,872.00	3,872.00
	Estimator	HR	6	75.00	450.00	450.00
	Submittal Labor	HR	10	146.00	1,460.00	1,460.00
	Progress Meetings	HR	20	242.00	4,840.00	4,840.00
	Construction Scheduler	HR	20	152.00	3,040.00	3,040.00
	Construction PM 6	HR	50	242.00	12,100.00	12,100.00
	Construction PM 4	HR	140	146.00	20,440.00	20,440.00
	Construction PM 2	HR	120	98.00	11,760.00	11,760.00
	Purchasing & Subcontract	HR	10	181.00	1,810.00	1,810.00
	Construction Assistant	HR	80	76.00	6,080.00	6,080.00
				Bid Item Totals:	65,852.00	65,852.00
Bid Item: 2 Site Work						
	MOB/DEMOB	LS	1	7,376.00	7,376.00	7,376.00
	Temporary Facilities					
	Container Rental	EA	4	300.00	1,200.00	1,284.00
	Sanitary	MONTH	4	400.00	1,600.00	1,712.00
	Job Site Office Supplies	LS	1	300.00	300.00	321.00
	Waste Hauling	EA	10	874.00	8,740.00	9,351.80
	Startup Crew	CR-D	2	2,480.00	4,960.00	4,960.00
	Punch Out Crew	CR-D	2	2,480.00	4,960.00	4,960.00
				Bid Item Totals:	29,136.00	29,964.80
Bid Item: 40 Process Interconnections						
	Hydranautics Membranes	EA	588	505.00	296,940.00	365,384.67
	Freight	LS	1	20,000.00	20,000.00	24,610.00

Cost Breakdown

08/14/23

Continued...

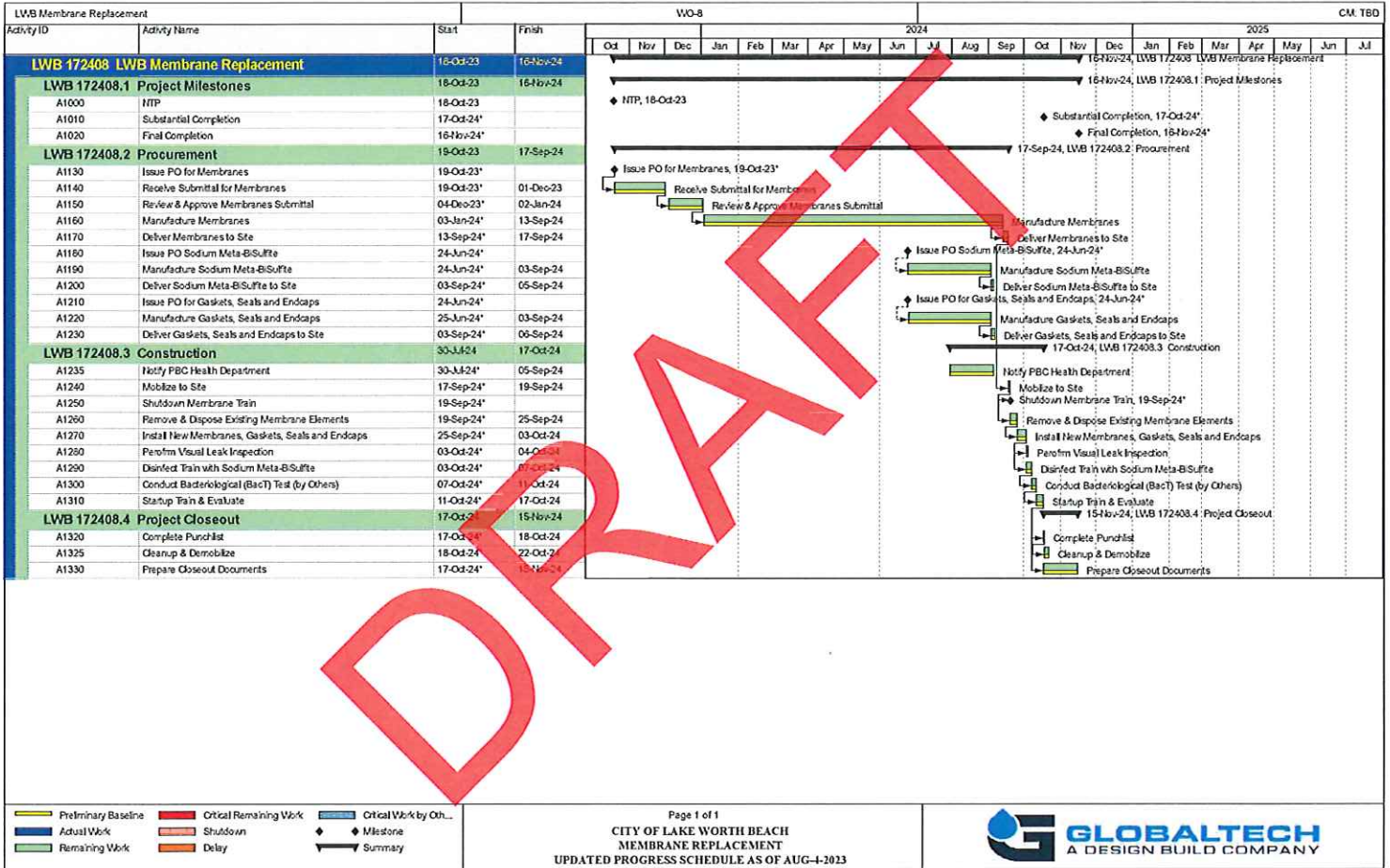
Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Gaskets, seals & End Connector Parts	LS	1	20,000.00	20,000.00	24,610.00
	Disinfection & Lubrication	LS	1	4,000.00	4,000.00	4,922.00
	Membrane Removal & Installation	CR-D	12	3,056.00	36,672.00	36,672.00
	Construction Superintendent	HR	160	156.00	24,960.00	24,960.00
	Construction Assistant	HR	80	76.00	6,080.00	6,080.00
				Bid Item Totals:	408,652.00	487,238.67
Bid Item:	41 Rental Equipment & Misc Tools					
	Warehouse Forklift	LS	2	2,200.00	4,400.00	5,414.20
	Scissor Lift	Month	4	1,200.00	4,800.00	5,906.40
	Safety	HR	8	242.00	1,936.00	1,936.00
	Safety Equipment	LS	1	500.00	500.00	615.25
	Misc Tools & Equipment	LS	1	2,000.00	2,000.00	2,461.00
	Equipment Fuel	GAL	75	6.90	517.50	595.13
	Equipment Pickup & Delivery	EA	4	500.00	2,000.00	2,461.00
	Offloading & Staging	CR-D	1	2,480.00	2,480.00	2,480.00
				Bid Item Totals:	18,633.50	21,868.98
Bid Item:	100 Engineering					
	Engineering	LS	1	15,372.00	15,372.00	15,372.00
				Bid Item Totals:	15,372.00	15,372.00
Bid Item:	102 Bonds & Insurance					
	Bonds	LS	1	14,394.55	14,394.55	14,394.55
				Bid Item Totals:	14,394.55	14,394.55
				Grand Totals:	552,040.05	634,691.00

**Attachment A
Work Order #8
Membrane Replacement**

	EG	E5	E2	E1	SCHEDULER	ADMIN 3	ADMIN 2	ADMIN 1	Total Labor	Subconsultant Services	Subconsultant
Contractual Labor Rates \$/Hr.	\$276.00	\$231.00	\$126.00	\$96.00	\$152.00	\$112.00	\$85.00	\$58.00			
Task 1 Engineering Services											
Develop Work Order	2	2			1	2			2 \$ 1,506.00		
Review Specifications for Membranes		2		2					1 \$ 712.00		
Prepare Purchasing Documents		4		2			1		2 \$ 1,317.00		
Coordinate with PBCHD		4							2 \$ 1,040.00		
Review Submittals		2	2			1			1 \$ 884.00		
Conduct Pre-Installation Inspections		6							\$ 1,386.00		
Installation Protocol and Documentation		1	2						2 \$ 599.00		
Project Meetings (2)		6			1		2		\$ 1,708.00		
Project Closeout		2					2		2 \$ 748.00		
Subtotal Task 1	2	29	4	4	2	3	5	12	\$ 9,900.00	\$	-
Total	2	29	4	4	2	3	5	12	\$ 9,900.00	\$	-
Subconsultants										\$	-
Markup										\$	-
Total Subconsultant										\$	-
Reimbursable Expenses										\$	100.00
Total										\$	10,000.00

“EXHIBIT 3”

Quotes



DRAFT

▬ Preliminary Baseline
 ▬ Critical Remaining Work
 ▬ Critical Work by Oth...
▬ Actual Work
 ▬ Shutdown
 ◆ Milestone
▬ Remaining Work
▬ Delay
 ▸ Summary

Page 1 of 1
 CITY OF LAKE WORTH BEACH
 MEMBRANE REPLACEMENT
 UPDATED PROGRESS SCHEDULE AS OF AUG-4-2023





Date: August 14, 2023

Company: Globaltech

Attention: Bruce Rahmani

Subject: ESPA2-LD membranes City of Lake Worth
Hydranautics Quotation 081423-RJJC1

Dear Bruce:

Attached please find the quotation for the membranes for the The Lake Worth plant.

Quantity	Unit	Description	Unit Price	Extended Price
252	each	ESPA2LD	\$505.00	\$127,260.00
FRT	lot	shipping	\$10,000.00	\$10,000.00
				\$137,260.00

No sales tax is included. Please provide your tax-exempt certificate. Freight costs will be prepaid and added. Estimated freight costs is currently \$10,000.00

Availability: 8-10 weeks ARO

Freight terms: FCA Oceanside, CA

Payment terms: Net 30 days as approved by accounting

The pricing is valid for shipment of all membranes no later than March 2024. Any delays in shipment beyond March of 2024 will result in an escalation of ½% per month or part of a month of delayed shipment.

Quotation validity: Through December 2023.

Warranty: The 1-year M&W warranty from shipment.

Terms and Conditions: Per Hydranautics Standard Terms



Notes: Each Hydranautics membrane element is performance tested at the factory prior to shipment. Each Hydranautics membrane element is provided with one, factory-installed brine seal and one interconnector assembly which includes one interconnector body with four, factory-installed O-rings.

We thank you for the opportunity to be of service. Please contact us should you have questions or need additional information or assistance.

Kindest regards,

Rocco J. Cuozzo

Rocco J. Cuozzo
Sales Director
Account Executive – Southeast

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Boca Raton, Florida 33487
Cell 732-236-1395
E-mail rocco.cuozzo@nitto.com