

**NEIGHBORHOOD STREETS PROGRAM
ANNUAL PAVING, CONCRETE AND MISC. HARDSCAPE CONSTRUCTION SERVICES
WORK ORDER NO. 7**

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 **J.W. Cheatham, LLC**, a Florida corporation, whose local business address is **7396 Westport Place, West Palm Beach, FL 33413** ("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 3 Year 4 Roadway Project** (the "Project"). The Project is more specifically described in the plans prepared by **Kinley-Horn & 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 **Three Million Seven Hundred Ninety-Nine Thousand Seven Hundred Thirty-One Dollars and Thirty Cents (\$3,799,731.30)**. The attached proposal identifies all costs and expenses included in the line item, not to exceed amount.

5.0 Project Manager

The Project Manager for the Contractor is **Steve Cheatham**, phone: **(561) 307-4915**; email: **jwcstevc@jwcheatham.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 3, 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: **J.W. Cheatham, LLC.**

By: Thomas P. Uhrig

[Corporate Seal]

Print Name: Thomas P. Uhrig

Title: President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 21st day of January, 2020 by Thomas P. Uhrig, as President (title), of J.W. Cheatham, LLC, 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

Brandi Davidson
Print Name: Brandi Davidson
My commission expires: 01/24/2022





City of Lake Worth
BID TABULATION - NEIGHBORHOOD ROAD PROGRAM

DISTRICT 3 YEAR 4 ROAD IMPROVEMENTS

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

					Project	JW CHEATHAM	
No.	FDOT No.	ITEM DESCRIPTION	EST QTY	UNIT	Quantity	UNIT PRICE	
GENERAL ITEMS							
1	102-60	WORK ZONE SIGN	50	ED		\$ 0.50	\$ -
2	102-61	BUSINESS SIGN	10	EA		\$ 100.00	\$ -
3		PROJECT SIGN (PER DETAIL)	8	EA		\$ 500.00	\$ -
4	102-76	ARROW BOARD	2	ED		\$ 13.00	\$ -
5	102-99-A	PORTABLE MESSAGE SIGN	2	ED		\$ 21.00	\$ -
6	102-150-1	PORTABLE REGULATORY SIGN	2	ED		\$ 13.00	\$ -
7		MOT - CERTIFIED FLAGMAN (2 flagman)	1	ED		\$ 530.00	\$ -
8	102-74-1	BARRICADE, TYPE 1, II, DI, VP, DRUM	50	ED		\$ 0.25	\$ -
9		HI-VISIBILITY CONES	50	ED		\$ 0.25	\$ -
10	104-18	INLET PROTECTION	50	EA	63	\$ 160.00	\$ 10,080.00
11	110-2-A	SELECTIVE CLEARING AND GRUBBING	1	AC	0.2	\$ 1,500.00	\$ 300.00
		SUBTOTAL					\$ 10,380.00
ROADWAY							
12	327-70-AA	MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH) AND HAULOFF	500-1,000	SY	0	\$ 7.50	\$ -
12.1	327-70-AA	MILLING EXISTING ASPHALT PAVEMENT (1.5" AVG DEPTH) AND HAULOFF	Over 1,000	SY	24162	\$ 4.20	\$ 101,480.40
13	210-1-AA	REWORKING LIMEROCK BASE	500-1,000	SY	0	\$ 8.00	\$ -
13.1	210-1-AA	REWORKING LIMEROCK BASE	Over 1,000	SY	16865	\$ 6.00	\$ 101,190.00
14		REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 10" DEEP)	500-1,000	SY	0	\$ 5.50	\$ -
14.1		REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 10" DEEP)	Over 1,000	SY	9270	\$ 5.50	\$ 50,985.00
15		12" STABILIZED SUBGRADE	500-1,000	SY	0	\$ 10.00	\$ -
15.1		12" STABILIZED SUBGRADE	Over 1,000	SY	13632	\$ 10.00	\$ 136,320.00
16		8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)	500-1,000	SY	0	\$ 18.00	\$ -
16.1		8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)	Over 1,000	SY	9384	\$ 16.00	\$ 150,144.00
17		12" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)	500	SY	0	\$ 23.00	\$ -
18	334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C SP9.5	50-100	TN	0	\$ 133.00	\$ -
18.1	334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C SP9.5	Over 100	TN	2,839	\$ 118.00	\$ 335,016.00
19	337-7-33	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5	50-100	TN	0	\$ 154.00	\$ -
19.1	337-7-33	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC 12.5	Over 100	TN	0	\$ 129.00	\$ -
20	523-A-B	PATTERNED PAVEMENT, CROSSWALKS OR INTERSECTIONS	500	SY	134	\$ 115.00	\$ 15,410.00
21		COLD IN-PLACE RECYCLING (CIR) 4"-8" DEPTH	Over 1,000	SY	0	\$ 12.40	\$ -
22		ASPHALT EMULSION (FOR CIR)	1	GAL	0	\$ 2.85	\$ -
23		PORTLAND CEMENT (FOR CIR)	1	TN	0	\$ 182.00	\$ -
24		ADDED RAP OR AGGREGATE (FOR CIR)	1	TN	0	\$ 20.00	\$ -
25		ASPHALT SPEED HUMP COMPLETE W/ THERMO STRIPING (PER DETAIL)	25	EA	4	\$ 6,600.00	\$ 26,400.00
26	339-1	MISC. ASPHALT PAVEMENT	Over 100	TN	0	\$ 200.00	\$ -
27	305-1	BITUMINOUS CRACK AND JOINT SEALING	Over 1,000	LF	0	\$ 3.00	\$ -
28		CLEAN FILL DIRT F&I	50-100	CY	0	\$ 20.00	\$ -
29		SWALE CONSTRUCTION INCL. BAHIA SODDING	500	SY	0	\$ 60.00	\$ -
30		ASPHALT MILLINGS F&I	100	TN	0	\$ 30.00	\$ -
31		PBC TRAFFIC SIGNAL LOOP RESTORATION	5	EA	0	\$ 1,400.00	\$ -
		SUBTOTAL					\$ 916,945.40
CONCRETE							
32		REMOVE EX. CONCRETE CURBING (ALL TYPES)	Over 1,000	LF	13862	\$ 15.00	\$ 207,930.00
33		REMOVE EX. CONCRETE SIDEWALK / DRIVEWAY (4"-6")	Over 1,000	SY	5719	\$ 20.00	\$ 114,380.00
34	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (SELECTIVE REPLACEMENT)	Over 1,000	SY	4729	\$ 40.00	\$ 189,160.00
35	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (SELECTIVE REPLACEMENT)	500-1,000	SY	2926	\$ 60.00	\$ 175,560.00
36		MONOLITHIC CURB AND SIDEWALK (SELECTIVE REPLACEMENT)	Over 1,000	SF	4107	\$ 7.00	\$ 28,749.00
37	520-1-AA	TYPE F CURB AND GUTTER (SELECTIVE REPLACEMENT)	500-1,000	LF	14203	\$ 30.00	\$ 426,090.00
38	520-2-AA	TYPE D CURB (SELECTIVE REPLACEMENT)	500-1,000	LF	934	\$ 30.00	\$ 28,020.00
39	520-3	VALLEY GUTTER (SELECTIVE REPLACEMENT)	500-1,000	LF	4306	\$ 30.00	\$ 129,180.00
40		DECORATIVE STAMPED COLORED CONCRETE, 4" THICK	Over 500	SF	0	\$ 10.00	\$ -
41		DECORATIVE STAMPED COLORED CONCRETE, 6" THICK	Over 500	SF	0	\$ 12.00	\$ -
42		ADA CURB RAMP W/ DETECTABLE WARNINGS (CAST-IN-PLACE)	Over 100	EA	0	\$ 1,000.00	\$ -
		SUBTOTAL					\$ 1,299,069.00
STRIPING / SIGNAGE							
43	705-11-A	DELINEATOR	25	EA	0	\$ 55.00	\$ -
44	706-3	RETRO REFLECTIVE PAVEMENT MARKERS (RPM'S)	Over 500	EA	172	\$ 5.00	\$ 860.00
45		REMOVAL OF EX. STRIPING (GRIND OR WATERBLAST)	100	LF	0	\$ 1.75	\$ -
46		4" DOUBLE YELLOW THERMO	Over 500	LF	0	\$ 1.50	\$ -
47		4" SINGLE YELLOW THERMO	100	LF	0	\$ 0.60	\$ -
48		4" SINGLE WHITE THERMO	Over 500	LF	0	\$ 0.60	\$ -
49		6" DOUBLE YELLOW THERMO	100	LF	675	\$ 1.70	\$ 1,147.50
50		6" SINGLE YELLOW THERMO	100	LF	0	\$ 1.00	\$ -
51		6" SINGLE WHITE THERMO	100	LF	2637	\$ 1.00	\$ 2,637.00
52		12" SINGLE WHITE THERMO	Over 500	LF	1816	\$ 1.85	\$ 3,359.60
53		18" SINGLE WHITE THERMO	Over 500	LF	207	\$ 2.50	\$ 517.50
54		24" STOP BAR WHITE THERMO	Over 500	LF	375	\$ 3.65	\$ 1,368.75
55	700-20-11	SINGLE SIGN POST ASSEMBLY, F&I, LESS THAN 12SF	Over 100	AS	14	\$ 320.00	\$ 4,480.00
56		STANDARD STREET SIGN BLADE W/ POST ASSEMBLY	Over 50	AS	14	\$ 175.00	\$ 2,450.00
57		HISTORIC DISTRICT STREET SIGN BLADE W/ POST ASSEMBLY	25-50	AS	14	\$ 200.00	\$ 2,800.00
58		BIKE LANE SYMBOL STRIPING (THERMO)	Over 50	EA	0	\$ 425.00	\$ -
59		HANDICAP PARKING STALL COMPLETE W/ SIGN (PAINT)	10	EA	0	\$ 335.00	\$ -
60		REMOVE / RELOCATE EXISTING SIGN W/ POST	Over 50	EA	39	\$ 211.00	\$ 8,229.00
		SUBTOTAL					\$ 27,849.35

		MISC. WORK			
61		ST. AUGUSTINE SOD	Over 100	SY	0
62		BAHIA SOD	Over 100	SY	0
63		CHOCOLATE BROWN MULCH	100	CY	0
64	425-4	ADJUST INLET	Over 25	EA	12
65	425-5-A	ADJUST MANHOLES	Over 25	EA	20
66	425-6	ADJUST VALVE BOX	Over 25	EA	20
67		REPLACE MANHOLE RING AND COVER	Over 25	EA	0
68		22"x22"x8" CONCRETE COLLAR (CLEANOUTS)	25	EA	0
69		30"x30"x8" CONCRETE COLLAR (VALVES)	25	EA	0
70		5'X5'X8" CONCRETE COLLAR (MANHOLES AND INLETS)	25	EA	0
71	526-1-A	ARCHITECTURAL PAVERS (PER DETAIL)	100-250	SY	0
72	110-7-A	MAILBOX RELOCATION	Over 100	EA	14
73		PAVER BRICK REPAIR (REINSTALL EXIST. BRICKS)	100-250	SY	74
74		FEC RAILROAD FLAGMAN	1	HR	0
		SUBTOTAL			
		ADDITIONAL ITEMS: ROADWAY			
75		RESTORATION OF DRIVEWAYS AND WALKWAYS INCLUDING CONCRETE (6" THICK), TEXTURED CONCRETE, AND PAVER DRIVEWAYS (ON PRIVATE PROPERTY)		SY	315
76		CONCRETE BUMPOUT		EA	12
77		HEDGE REPLACEMENT		LS	1
78		REPLACE BRICK WALL		LS	1
79		HEADER CURB		LF	4776
80	527-2	DETECTABLE WARNINGS		SF	1045
81	571-1-13	PERFORMANCE TURF, SOD		SY	2787
82	700-2-11	MULTI- POST SIGN, F&I GROUND MOUNT, UP TO 12 SF		AS	1
83	500-109-AA	FENCE, SPECIAL TYPE, RESET EXISTING		LF	151
84	120-1	REGULAR EXCAVATION		CY	406
85	120-6	EMBANKMENT		CY	269
86		ROADWAY TESTING ALLOWANCE (DO NOT BID)		LS	1
		SUBTOTAL			
		ADDITIONAL ITEMS: STORM DRAINAGE			
87	425-1-201	INLET, CURB TYPE 9		EA	9
88		INLET, CURB TYPE 9, PARTIAL		EA	3
89		INLET, VALLEY GUTTER, PARTIAL		EA	2
90		INLET, VALLEY GUTTER, <10'		EA	4
90	425-2-41	MANHOLES, P-7, <10'		EA	4
91	425-2-71	MANHOLES, J-7, <10'		EA	1
92	425-11	MODIFY EXISTING DRAINAGE STRUCTURE		EA	3
93		FURNISH & INSTALL REINFORCED CONCRETE PIPE (CLASS III) - 15"		LF	1578
94		FURNISH & INSTALL REINFORCED CONCRETE PIPE (CLASS III) - 36"		LF	8
95		SANITARY SEWER LATERAL (REMOVE EXISTING & REPLACE)		EA	2
94		REMOVE INLET WITH RCP		EA	2
96		TESTING ALLOWANCE (DO NOT BID)		EA	1
		SUBTOTAL			
		ADDITIONAL ITEMS: POTABLE WATER			
97		REMOVAL OF EXISTING 6" CIP		LF	40
98		6" WATER MAIN (DIP)		LF	40
99		6" 45 MJ BENDS		EA	8
100		6" GATE VALVES		EA	2
101	1644-111-08	FIRE HYDRANT, FURNISH & INSTALL, STANDARD, SINGLE HOSE, 6"		EA	1
102		UTILITY TESTING ALLOWANCE (DO NOT BID)		LS	1
		SUBTOTAL			

\$	4.00	\$	-
\$	4.00	\$	-
\$	75.00	\$	-
\$	605.00	\$	7,260.00
\$	400.00	\$	8,000.00
\$	330.00	\$	6,600.00
\$	790.00	\$	-
\$	500.00	\$	-
\$	500.00	\$	-
\$	350.00	\$	-
\$	50.00	\$	700.00
\$	110.00	\$	8,140.00
\$	400.00	\$	-
		\$	30,700.00
\$	120.00	\$	37,800.00
\$	2,900.00	\$	34,800.00
\$	3,500.00	\$	3,500.00
\$	5,000.00	\$	5,000.00
\$	45.00	\$	214,920.00
\$	50.00	\$	52,250.00
\$	15.00	\$	41,805.00
\$	5,075.00	\$	5,075.00
\$	40.00	\$	6,040.00
\$	50.00	\$	20,300.00
\$	50.00	\$	13,450.00
\$	7,500.00	\$	7,500.00
		\$	442,440.00
\$	4,875.00	\$	43,875.00
\$	3,240.00	\$	9,720.00
\$	3,240.00	\$	6,480.00
\$	4,875.00	\$	19,500.00
\$	6,125.00	\$	24,500.00
\$	10,200.00	\$	10,200.00
\$	1,680.00	\$	5,040.00
\$	175.00	\$	276,150.00
\$	540.00	\$	4,320.00
\$	3,500.00	\$	7,000.00
\$	1,680.00	\$	3,360.00
\$	3,500.00	\$	3,500.00
		\$	413,645.00
\$	86.00	\$	3,440.00
\$	126.00	\$	5,040.00
\$	960.00	\$	7,680.00
\$	1,872.00	\$	3,744.00
\$	5,240.00	\$	5,240.00
\$	2,000.00	\$	2,000.00
		\$	27,144.00

SUBTOTAL ITEMS \$ 3,157,792.75

MAINTENANCE OF TRAFFIC (General Items 1-9) 8.00% \$ 252,623.42

CONTINGENCY 12.00% \$ 378,935.13

TOTAL \$ 3,799,731.30