

**DESIGN-BUILD FOR UTILITY RADIO SYSTEM UPGRADE PHASE 1  
WATER TREATMENT PLANT, F-WELLS, BOOSTER PUMP STATIONS AND MASTER  
PUMP STATION  
WORK ORDER NO. 04**

THIS WORK ORDER FOR CONSTRUCTION SERVICES (“Work Order” hereafter) is made on the \_\_\_\_ day of \_\_\_\_\_, 2020, 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 centered at the Water Treatment Plant (WTP), which involves the North and South Booster Pump Stations, the Floridan-Wells #2 and #3, and the Master Pump Station (MPS). The project is more generally described as: Utility Radio System Upgrade Phase 1 (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 300 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 345 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 and Direct Purchases

This Work Order is issued for a lump sum, not to exceed amount of \$223,737.85 (Two hundred twenty-three thousand seven hundred thirty-seven dollars and eighty-five cents). The attached Exhibit 2 identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City:

To be determined at the 30% design milestone.

#### 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 Tim Sloan, phone: 561-586-1710; email: tsloan@lakeworthbeachfl.org.

#### 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 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 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 in 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 prior to 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 in order 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 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 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: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Deborah M. Andrea, City Clerk

\_\_\_\_\_  
Glen J. Torcivia, City Attorney  
*per 12/23/19*

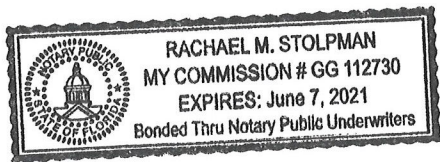
**Contractor: Globaltech, Inc.**

By: \_\_\_\_\_  
Name: Troy L. Lyn, P.E.  
Title: Executive Vice President

[Corporate Seal]

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 2019, by Troy L. Lyn, P.E., as Executive Vice President of Globaltech, Inc., 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

## “EXHIBIT 1”

### Detailed Scope of Services Utility Radio System Upgrade Phase 1

1. Prepare engineering drawings and submittals as required to depict work and products, obtain building department permits, and prepare record drawings. Engineering services shall include the following:
  - a. Engineering project management activities to include project and progress meetings, permit applications, project correspondence, and status reports.
  - b. Issuance of purchase specifications and solicitation of vendor quotations
  - c. Perform Radio survey for WTP.
  - d. Facilitate the procurement of a new FCC radio frequency for use at the WTP and remote stations.
  - e. Perform RTU upgrade at the North Booster Pump Station (NBPS) utilizing existing RTU enclosure. Provide and install new antenna and antenna cable on existing antenna mast.
  - f. Perform RTU upgrade at the South Booster Pump Station (SBPS) utilizing existing RTU enclosure. Provide and install new antenna and antenna cable on existing antenna mast.
  - g. Perform RTU upgrade at Floridan Well No. 2 (F-Well #2) utilizing existing RTU enclosure. Provide and install new antenna and antenna cable on existing antenna mast.
  - h. Perform RTU upgrade at Floridan Well No. 3 (F-Well #3) utilizing existing RTU enclosure. Provide and install new antenna and antenna cable on existing antenna mast.
  - i. Perform RTU upgrade at the Master Pump Station (MPS) utilizing existing RTU enclosure. Provide and install new antenna and antenna cable on existing antenna mast
  - j. Perform Master Radio Equipment upgrade at the WTP
  - k. Perform all required programming and SCADA modifications to integrate new equipment into existing SCADA System.
  - l. Obtain building department permits as required.
  - m. Prepare and review of submittals and RFI's as needed.
  - n. Site visits to review construction progress and compliance.
  - o. Startup services as required.
  - p. Consolidated O&M manuals and/or drawings for vendor supplied equipment as required.

The following specific construction activities and services will be performed:

#### By Divisions:

##### Div 1 General Requirements:

- 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, coordination of activities with Owner's operations.
- B. Preparation of project progress schedules in Primavera P6 format with monthly updates

##### Div 2 Sitework

- A. Mobilization
  1. Significant sitework is not anticipated. Rental equipment may include bucket truck for removal and installation of antennas and antenna cable.

### Div 3 Concrete

- A. Significant concrete work is not anticipated. Small patching may be required at building penetrations. An allowance shall be included with this work authorization for any unforeseen, buy required concrete work.

### Div 5 Miscellaneous Metals

- A. Significant metal work is not anticipated. An evaluation on existing antenna masts and towers shall be performed and an allowance for new antenna masts, towers, and concrete work shall be included with this work authorization.

### Div 16/17 Electrical/I&C

- A. No new conduit is anticipated.
- B. New subpanels for existing RTU enclosures shall be provided. Any removed equipment shall be returned to Lake Worth WTP.
- C. Coordination with radio survey company shall be facilitated to obtain reference data for frequency and equipment selection.
- D. Coordination with FCC and required regulatory compliance shall be facilitated to obtain new radio frequency for WTP and remote sites. New radio frequency is expected to be in the 220 MHz range

### Assumptions

- A. All permits fees are to be paid by the City of Lake Worth Beach.
- B. NBPS, SBPS, MPS, F-Wells, may be required to shut down temporarily while work is performed. These shutdowns shall be coordinated in advance with operations staff.
- C. An allowance has been set aside for concrete work, radio antenna towers, and required electrical work to install any new radio support equipment that may be necessary to complete the radio system upgrade.

**“EXHIBIT 2”**

**Cost Breakdown**



## Exhibit 2 Cost Breakdown

12/04/19

City of Lake Worth  
172189 LW Radio System Upgrade - Phase I

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
<b>Job: 172189 LW Radio System Upgrade - Phase I</b>						
<b>Bid Item: 1 General Requirements</b>						
3	General Conditions	LOT				
	Submittal Labor	HR	10.0	101.00	1,010.00	1,010.00
	Progress Meetings	HR	10.0	156.00	1,560.00	1,560.00
	Construction Scheduler	HR	10.0	94.00	940.00	940.00
	Construction PM 4	HR	10.0	156.00	1,560.00	1,560.00
	Construction PM 3	HR	10.0	129.00	1,290.00	1,290.00
	Construction PM 1	HR	60.0	90.00	5,400.00	5,400.00
	Purchasing & Subcontract	HR	20.0	129.00	2,580.00	2,580.00
	Construction Assistant	HR	30.0	90.00	2,700.00	2,700.00
				<b>Bid Item Totals:</b>	<b>17,040.00</b>	<b>17,040.00</b>
<b>Bid Item: 17 I&amp;C</b>						
	I&C (N & S Booster Pump Station)	LOT	2.00	16,772.00	33,544.00	41,275.89
	I&C (Floridan Well)	LOT	2.00	14,669.00	29,338.00	36,100.41
	I&C (Master Pump Station)	LOT	1.00	9,500.00	9,500.00	11,689.75
	I&C (WTP Master Radio)	LOT	1.00	13,600.00	13,600.00	16,734.80
	I&C (WTP Radio Survey & License)	LOT	1.00	16,100.00	16,100.00	19,811.05
				<b>Bid Item Totals:</b>	<b>102,082.00</b>	<b>125,611.90</b>
<b>Bid Item: 100 Engineering</b>						
	Engineering	LOT	1.00	10,572.00	10,572.00	10,572.00
				<b>Bid Item Totals:</b>	<b>10,572.00</b>	<b>10,572.00</b>
<b>Bid Item: 101 Allowance</b>						
3000	Antenna Tower Installation	LOT	5.00	11,916.00		
L	Concrete Cutting, Removal & Excavation	CR-D	7.50	1,800.00	13,500.00	13,500.00
L	Waste Hauling	LOT	5.00	350.00	1,750.00	2,153.38



Takeoff Worksheet

12/04/19

Continued...

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
L	Concrete & Misc Materials	LOT	5.00	400.00	2,000.00	2,461.00
L	Concrete Pour & Antenna Installation	CR-D	5.00	1,800.00	9,000.00	9,000.00
L	Rohn Antenna Tower Assembly	EA	5.00	2,000.00	10,000.00	12,305.00
L	Electrical	LOT	5.00	3,000.00	15,000.00	16,500.00
L	Misc Tools & Equipment	LOT	5.00	750.00	3,750.00	4,614.38
L	Construction PM 1	HR	30.0	90.00	2,700.00	2,700.00
L	Construction Superintendent	HR	20.0	94.00	1,880.00	1,880.00
				<b>Bid Item Totals:</b>	<b>59,580.00</b>	<b>65,113.76</b>
<b>Bid Item:</b>	<b>102 Bonds &amp; Insurance</b>					
	Bonds & Certifications	LOT	1.00	4,695.82	4,695.82	5,400.19
				<b>Bid Item Totals:</b>	<b>4,695.82</b>	<b>5,400.19</b>
				<b>Grand Totals:</b>	<b>193,969.82</b>	<b>223,737.85</b>

**EXHIBIT 2**  
**Work Order #04**  
**Radio System Upgrade Phase 1**

	E7	E4	E3	E2	E1	CADD	Admin1	Total Labor	Subconsultant Services	Subconsultant
Contractual Labor Rates \$/Hr.	\$190.00	\$157.00	\$131.00	\$109.00	\$88.00	\$112.00	\$55.00			
<b>Task 1 Radio System Upgrade</b>										
Project Coordination		10					2	\$1,680.00		
<b>Subtotal Task 1</b>	0	10	0	0	0	0	2	\$1,680.00	\$0.00	
<b>Task 2 Services During Construction</b>										
Project Coordination	4	16				2	8	\$3,888.00		
Submittal Review/Coordination		6				2		\$1,118.00		
Construction Site Visit		6				10		\$1,822.00		
Record Drawing								\$0.00		
Progress Meetings	4	4				2		\$1,564.00		
<b>Subtotal Task 2</b>	8	32	0	0	16	0	8	\$8,392.00	\$0.00	
<b>Total</b>	<b>8</b>	<b>42</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>10</b>	<b>\$10,072.00</b>	<b>\$0.00</b>	
Subconsultants									\$0.00	
Markup									\$0.00	
Total Subconsultant									\$0.00	
Reimbursable Expenses									\$500.00	
Total									\$10,572.00	