

**DESIGN-BUILD FOR MASTER LIFT STATION FY2020 MISCELLANEOUS  
IMPROVEMENTS  
WORK ORDER NO. 5**

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 Master Lift Station generally described as: **Master Lift Station FY2020 Miscellaneous Improvements** (the "Project"). The Project is more specifically described in the Design-Build Criteria prepared by City of Lake Worth Beach, dated December 5, 2017, and which are incorporated herein by reference.

**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 **120 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 **150 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 **\$122,260.36 (one hundred twenty-two thousand, two hundred sixty dollars and thirty-six 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 60% design milestone.**

#### 5.0 Project Manager

The Project Manager for the Contractor is **Paul Gandy**, phone: **561-239-5381**; email: **pgandy@globaltechdb.com** and, the Project Manager for the City is **Giles Rhoads**, phone: **561-586-1640**; email: **grhoads@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 Agreement to the Construction Services 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

*PAJ  
11.12.20*

CONTRACTOR: Globaltech, Inc.

By: \_\_\_\_\_  
*[Signature]*

[Corporate Seal]

Print Name: Bernard P. Gandy  
Title: CEO/President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2020 by Bernard P. Gandy, as CEO/President (title), of Globaltech, Inc. a Florida 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

*[Signature]*  
Print Name: Rachael Stolpman  
My commission expires: June 7, 2021



**“EXHIBIT 1”**

**Detailed Scope of Services  
Master Lift Station FY2020 Miscellaneous Improvements**

1. Prepare engineering calculations, studies, 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 where needed.
  - c. Design and construct the following improvements:
    - i. Replacement of four (4) sets of submersible pump rails and lateral supports. To be replaced with pumps in place. Design intent is to omit the need for rail splices in the wetwell
    - ii. Repair and replacement of existing FRP secondary fall protection grating supports, hinges, and latches beneath the wetwell hatches. Existing supports in some locations are loose and/or corroding.
    - iii. Construct concrete cast-in-place supports with 316 SS tie-down straps for the recently installed HDPE emergency diesel pump discharge piping routed on grade.
    - iv. Provide and install a new in-line 16-inch isolation gate valve, above grade, at the HDPE discharge piping/tee interface to allow staff to more readily divert flows during emergencies rather than relying on the aging existing underground isolation valve
    - v. Install emergency diesel pump float and transducer signal wiring in permanent conduit and above ground TJB to protect conductors and sensor wiring and to give staff access to conductors during service
    - vi. Provide new conduit and conductors between remote control terminal junction box at diesel emergency pump to station PLC cabinet for the purpose of providing access to local and SCADA monitoring and control of pump during testing and emergencies
  - d. Prepare preliminary design to 60% level for the purpose of:
    - i. Refining and presenting the project elements and costs for review with City of Lake Worth Beach staff
    - ii. Finalize items for Owner direct purchase
    - iii. Adjust the GMP based on 60% review
    - iv. Finalize project schedule
  - e. Provide review sets to City of Lake Worth Beach at 60% and 90% stage for review.
  - f. Obtain building department permits as required.
  - g. Prepare and review of submittals and RFI's as needed.
  - h. Site visits to review construction progress and compliance.
  - i. Startup services as required.
  - j. Consolidated O&M manuals for vendor supplied equipment as required.
  - k. Prepare record drawings.

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
- B. Waste management and hauling of demolition debris
- C. Demolition to include:
  1. Removal of existing asphalt paving at discharge pipe support locations
  2. Cutouts or concrete cores in the clearwell and building walls as required for conduit access
- D. Level and compact grade for cast-in-place HDPE piping supports

Div 3 Concrete

- A. Form and pour steel reinforced, cast-in-place concrete supports at approximately ten (10) locations as needed for support of HDPE discharge piping.

Div 5 Miscellaneous Metals

1. 316 SS pipe straps, approximately ten (10) required
2. 316 SS anchors and fasteners
3. 316 SS hinges, supports and fasteners for the FRP secondary fall protection hatches, eight (8) locations

Div 9 Coatings and Finishes

1. Concrete sealer and paint to match existing at wall and deck penetrations

Div 11 Equipment

- A. Four (4) new sets of submersible pump rails and lateral supports to replace existing. The intent is to remove and replace the rails and supports with the submersible pumps in place. Removal of the pumps is not anticipated for this work. The FIRM will endeavor to purchase or fabricate replacement rails which do not require intermediate splice points. Crane services will be required for lift access and length of rails contemplated.

Div 15 - Mechanical

- A. Provide and install a new, in-line 16-inch isolation gate valve at the diesel pump HDPE discharge connection to the above ground effluent tee for ease of access and confirmation of open/closed status by staff
- B. Modify existing HDPE piping at the tee connection to account for laying length of the new gate valve

Div 16/17 Electrical/I&C

- A. Install conduit and conductors as follows for connecting the diesel emergency pump to the local and SCADA network:
  - a. Furnish and install a 1 ¼" aluminum conduit with (8) TSP and (1) ethernet cable.
  - b. Furnish and install 316 SS supports.
  - c. Terminate conductors with Lake Worth techs direction
- B. Install current emergency diesel pump float and sensor control cables in permanent conduit:
  - a. Furnish and install 1-1/2" Sch 80 PVC conduit and 316 SS supports
  - b. Furnish and install 316 SS terminal junction box at clearwell entrance location
  - c. Extend and couple existing mfr supplied sensor and control cables, pull to wetwell location, and re-terminate and pump control panel

Assumptions

- A. All permits fees are to be paid by the City of Lake Worth Beach.

**“EXHIBIT 2”**

**Cost Breakdown**





## Exhibit 2 Cost Breakdown

12/19/19

City of Lake Worth  
172199 Master Lift Station FY2020 Miscellaneous Improvements

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
<b>Job: 172199 Master Lift Station FY2020 Miscellaneous Improvements</b>						
<b>Bid Item: 1 General Requirements</b>						
3	General Conditions	LOT				
	Submittal Labor	HR	4.00	101.00	404.00	404.00
	O&M Manual	HR	4.00	101.00	404.00	404.00
	Progress Meetings	HR	4.00	156.00	624.00	624.00
	Construction Scheduler	HR	6.00	94.00	564.00	564.00
	Construction PM 2	HR	40.00	101.00	4,040.00	4,040.00
	Construction Superintendent	HR	20.00	94.00	1,880.00	1,880.00
	Purchasing & Subcontract	HR	12.00	129.00	1,548.00	1,548.00
	Construction Assistant	HR	20.00	90.00	1,800.00	1,800.00
<b>Bid Item Totals:</b>					<b>11,264.00</b>	<b>11,264.00</b>
<b>Bid Item: 2 Sitework</b>						
2003	MOB/DEMOB	LOT				
	Construction PM 3	HR	4.00	129.00	516.00	516.00
	Construction Superintendent	HR	4.00	94.00	376.00	376.00
	3-Man Crew	CR-D	1.00	1,480.00	1,480.00	1,480.00
	Cut, Excavate & Prep (Pipe Supports)	CR-D	2.00	1,800.00	3,600.00	3,600.00
	Waste Hauling	LOT	2.00	800.00	1,600.00	1,968.80
	Asphalt Restoration	LOT	1.00	350.00	350.00	430.68
	Installation	CR-D	1.00	1,800.00	1,800.00	1,926.00
	Startup Crew	CR-D	0.50	1,800.00	900.00	900.00
	Punch Out Crew	CR-D	0.50	1,800.00	900.00	900.00

Continued...

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
				<b>Bid Item Totals:</b>	<b>11,522.00</b>	<b>12,097.48</b>
<b>Bid Item:</b>	<b>3 Concrete</b>					
	Pipe Supports					
	Form & Materials	LOT	1.00	950.00	950.00	1,168.98
	Cast In Place Concrete (2 YD + Short Load Fee)	YD	2.00	180.00	360.00	442.98
	Concrete Pump	LOT	1.00	700.00	700.00	861.35
	Installation	CR-D	5.00	1,800.00	9,000.00	9,000.00
	Concrete Core	EA	1.00	500.00	500.00	615.25
				<b>Bid Item Totals:</b>	<b>11,510.00</b>	<b>12,088.56</b>
<b>Bid Item:</b>	<b>5 Metals</b>					
	SS Unistrut 316 (DEEP)	Ea	2.00	120.00	240.00	295.32
	SS Unistrut Pipe Clamp	LOT	1.00	150.00	150.00	184.58
	SS Unistrut Hardware	LOT	1.00	150.00	150.00	184.58
	Pipe Support Strap	EA	10.0	350.00	3,500.00	4,306.75
	Misc Metals & Fasteners	LOT	1.00	750.00	750.00	922.88
	Pump Guide Rails	LOT	1.00	15,750.00	15,750.00	19,380.38
	Installation	CR-D	2.00	1,800.00	3,600.00	3,600.00
	Fall Protection Grating Under Access Hatch-QTY 8 (Allo	LOT	1.00	16,000.00	16,000.00	16,000.00
				<b>Bid Item Totals:</b>	<b>40,140.00</b>	<b>44,874.49</b>
<b>Bid Item:</b>	<b>9 Finishes</b>					
	Misc Coatings	LOT	1.00	150.00	150.00	184.58
	Installation	CR-D	0.50	1,800.00	900.00	900.00
				<b>Bid Item Totals:</b>	<b>1,050.00</b>	<b>1,084.58</b>
<b>Bid Item:</b>	<b>26 Electrical</b>					
	Electrical Sub	LOT	1.00	5,400.00	5,400.00	5,940.00
	Permanent Conduit - Pump Float & Sensor	LOT	1.00	2,500.00	2,500.00	2,750.00
	Electrical PM	HR	10.0	110.00	1,100.00	1,100.00

Takeoff Worksheet

12/19/19

Continued...

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
				<b>Bid Item Totals:</b>	<b>9,000.00</b>	<b>9,790.00</b>
<b>Bid Item:</b>	<b>40 Process Interconnections</b>					
	16" Gate Valve	EA	1.00	5,550.00	5,550.00	6,829.28
	HDPE Modification	LOT	1.00	1,500.00	1,500.00	1,845.75
	Flange Kits & Misc Materials	LOT	1.00	350.00	350.00	430.68
	Installation	CR-D	2.00	1,800.00	3,600.00	3,600.00
				<b>Bid Item Totals:</b>	<b>11,000.00</b>	<b>12,705.71</b>
<b>Bid Item:</b>	<b>41 Material Processing &amp; Handling</b>					
	Lull	Week	1.00	2,400.00	2,400.00	2,953.20
	Compactor	WEEK	1.00	450.00	450.00	553.73
	Crane	Hr	10.0	205.00	2,050.00	2,522.53
	Skid Steer	WEEK	1.00	1,500.00	1,500.00	1,845.75
	Equipment Fuel	GAL	20.0	6.90	138.00	138.00
	Safety	HR	2.00	156.00	312.00	312.00
	Misc Tools & Equipment	LOT	1.00	750.00	750.00	922.88
	Equipment Delivery & Pickup	EA	2.00	450.00	900.00	1,107.45
				<b>Bid Item Totals:</b>	<b>8,500.00</b>	<b>10,355.54</b>
<b>Bid Item:</b>	<b>100 Engineering</b>					
	Engineering	LOT	1.00	8,000.00	8,000.00	8,000.00
				<b>Bid Item Totals:</b>	<b>8,000.00</b>	<b>8,000.00</b>
				<b>Grand Totals:</b>	<b>111,986.00</b>	<b>122,260.36</b>

