

**CONTRACT AGREEMENT
(EMERGENCY UTILITY REPAIRS FOR WATER, WASTEWATER AND STORMWATER)**

WORK ORDER NO. 3

THIS WORK ORDER for Emergency Utility Repairs for Water, Wastewater and Stormwater (“Work Order” hereafter) is made on 6/5/2024, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“City” hereafter) and **HINTERLAND GROUP, Inc.**, a Florida corporation (“Contractor” hereafter).

1.0 Project Description:

In April 2024, an AT&T subcontractor conducting directional drilling along Florida Mango Road under the L-10 canal broke the 36-inch regional force main owned by Lake Worth Beach and utilized and maintained pursuant to the Subregional Interlocal Agreement with the City’s subregional partners. The City immediately requested the Contractor to provide all construction services, materials and equipment as identified herein related to the Emergency Utility Repairs for Water, Wastewater and Stormwater, which is generally described as: **Florida Mango Emergency Forcemain Emergency Repair** (the “Project”).

2.0 Scope

Under this Work Order, the Contractor will provide the City with construction services and equipment for the emergency repairs started on April 9th, 2024 for the damages to the 36” force main along Florida Mango Rd Project and utilizing additional emergency rates as specified in the **Contractor’s proposal attached hereto and incorporated herein as Exhibit “1”**.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **60 calendar days** from the start of the Work under the scope for emergency repairs. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **90 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 **Engineer**

The Construction under the project has been designed and managed by **Mock Roos & Associates, Inc.** who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Project Documents in connection with completion of the Work in accordance with the Project Documents.

4.0 **Compensation and Direct Purchases**

This Work Order is issued for a lump sum, not to exceed amount of \$ **6,000,000**. The invoice submittals as reviewed by the Engineer identify all costs and expenses included in the Work Order.

5.0 **Project Manager**

The Project Manager for the Contractor is: Chase Rogers, phone: 561-640-3503; email: crogers@hinterlandgroup.com and, the Project Manager for the City is: Sam Hedy, phone: 561-586-1675; email: sheady@lakeworthbeachfl.gov.

6.0 **Progress Meetings**

The Contractor shall schedule periodic progress review meetings with the City Project Manager and Engineer 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 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 Emergency Utility Repairs for Water, Wastewater and Stormwater Contract for between the City of Lake Worth Beach and the Contractor, dated July 9, 2020, ("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 No. 3** to the Agreement for Emergency Utility Repairs for Water, Wastewater and Stormwater as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: Jamie Brown
Jamie Brown, Interim City Manager

*The Interim City Manager has approved this document pursuant to his emergency powers under the City's procurement code. As soon as reasonably possible, this document will be presented to the City Commission for ratification



ATTEST:

By: Melissa Ann Coyne, MMC
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: Yannick Ngendahayo
Yannick Ngendahayo, Financial Services Director



CONTRACTOR:

HINTERLAND GROUP, INC.

By: [Signature]

Print Name: CHASE ROGERS

Title: PROJECT DIRECTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 4 day of JUNE 2024, by CHASE ROGERS, as the PROJECT DIRECTOR [title] of Hinterland Group, Inc., a Company which is authorized to do business in the State of Florida and who is personally known to me or who has produced N/A 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.



[Signature]
Notary Public Signature

Exhibit "1"**(Contractor's Emergency Rates)**

<u>Item Description</u>	<u>Unit</u>	<u>Unit Rate</u>
Emergency Mobilization/Demobilization	LS	5%
MOT Road closure - County Roadway	DAY	\$ 2,200.00
Sanitary Crew - 36" and Larger - Regular Hours (Includes additional supervisors, project manager and safety officer)	HR	\$ 1,500.00
Sanitary Crew - 36" and Larger - Overtime/Weekend Hours (Includes additional supervisors, project manager and safety officer)	HR	\$ 2,250.00
Sanitary Crew - 36" and Larger - Night Shift	HR	\$ 1,900.00
6" Pump - 24 Hour Pumping	DAY	\$ 4,800.00
8" Pump - 24 Hour Pumping	DAY	\$ 5,400.00
Emergency Vacuum Trucks	HR	\$ 550.00
Dump Truck	HR	\$ 250.00
Mobile Welder	HR	\$ 250.00