

THIRD AMENDMENT TO WORK ORDER NO. 7

Additional Construction Services for the 7th AVE N Circuits 0702, 0703 and 0704 Storm Hardening & Voltage Conversion

THIRD AMENDMENT to WORK ORDER NO. 7 for System Hardening and Reliability Improvements ("Amendment" hereafter) is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and The L. E. Myers Co., a Florida corporation ("Contractor").

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: 7th AVE N Circuits 0702, 0703 and 0704 Storm Hardening & Voltage Conversion (the "Project").

2.0 Scope

Under this Amendment, the Contractor will provide the City of Lake Worth with additional construction services for the Project as specified in the **Contractor's Change Order attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Amendment shall be within 180 calendar days from the Effective Date of this Amendment. Final completion of all services and work (and all punch-list items (if any)) under this Amendment shall be within 180 calendar days from the Effective Date of this Amendment. The Effective Date of this Amendment is the date following the parties' execution of this Amendment 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 Amendment, 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 Amendment and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Amendment and the Contract Documents are not completed within the times specified in this Amendment. 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 1 dollar (\$1 .00) for each day that expires after the time specified in this Amendment.

4.0 Compensation

This **Amendment** is issued for a not to exceed amount of \$ 504,009.20 . The attached Change Order identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Amendment by the City:
None

5.0 Project Manager

The Project Manager for the Contractor is Raymond Richards, phone: 407-466-4663; email: RRichards@mygroup.com; and, the Project Manager for the City is Jean St. Simon, phone: 561-586-1699; email: jssimon@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 Amendment, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Amendment, 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 Amendment price within the Amendment stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; 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 Amendment price, within the Amendment 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

Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Amendment will be in accordance with this Amendment and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Amendment 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 Amendment 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.

7.0 Authorization

This Second Amendment to Work Order No. 7 is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated May 15, 2018 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Contract, the terms and conditions of the Contract shall prevail.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Work Order No. 7 on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **L.E. Myers Co.**

By: [Signature]

[Corporate Seal]

Print Name: Raymond RICHARDS

Title: SR OPS MANAGER

STATE OF FLORIDA)
COUNTY OF lake)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 15 day of May 2023, by Raymond Richards, as the SR OPS Manager [title] of L.E. Myers Co., a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced FID 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

Notary Seal:

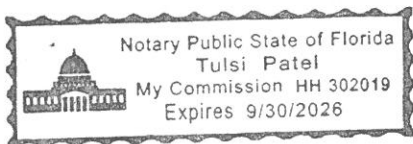


EXHIBIT "1"
Contractors Change Order



The L.E. Myers Co.
24925 State Road 46
Sorrento, FL 32776

407-466-4663 Phone

Raymond Richards
District Manager

Equal Opportunity Employer

May 11th, 2023
Jean St Simon
Engineering
City of Lake Worth

RE: 7th Ave. OH to UG I-95 Crossing

Dear Jean:

Thank you for allowing us the opportunity to work with you and the City of Lake Worth for your upcoming 7th Ave. OH to UG I-95 Crossing. L.E. Myers recognizes that this work is critical to your system and we are committed to working hand and hand with the City to achieve the success of this project as well as their system wide program goals.

The L.E. Myers Co. shares the City's insistence and commitment to providing a safe working culture and environment for our employees and the public.

Original Scope: \$ 195,757.28

Revised Scope of Work: \$ 699,766.48

Total Lump Sum Increase: \$ 504,009.20

Pricing Breakdown:

- LE Myers additional scope **\$ 224,469.20**
 - Install 3 new ductile iron 60' poles.
 - Install 2 new wood 50'-60' poles.
 - Reframe 4 locations.
 - Install 2 new spans of 1/0
 - Remove 3 existing spans of 1/0
 - Remove 2 additional feeder spans of 556.
 - Install additional guying and anchoring.
 - Traffic control for all new scope work.

- WILCO additional scope **\$ 279,540.00**
 - Furnish Bore Pipe.
 - Install Directional Bore.
 - Install Cable.
 - Build Risers.
 - Provide MOT.
 - Does not include supplying cable or terminations.
 - Quote is dependent upon obtaining an area to layout, fuse and pull conduit.
 - Additional Measures needed for pipe layout would require a change order.

LE Myers Crew Composition:

Our crew structure will be comprised of one (1), six (6) man crew, and below we will detail their composition:

These six (6) men crew, will work the design based on the three stages provided on BHI's drawings. We will first install the new locations, reframe existing pole locations, and relocate circuits taps. Wilco will begin directional boring and building risers. LEM will remobilize and remove conductors across I-95 and ancillary pole locations.

- 1-FM, 2-JL, 3-Ap
 - Pick-up
 - 55' Material Handler Bucket
 - 55' Material Handler Bucket
 - 105' Bucket
 - 105' Bucket
 - 60' Digger Derrick
 - Pole Trailer
 - Material Trailer
 - Air Compressor
 - Light Plants

Schedule:

Estimated duration for this project is four (4) weeks. We anticipate construction to start late August to early September. I-95 permitting is expected to require 3 months to obtain. This process will begin upon LEM receiving a PO. I-95 permitting is a critical task that possess inherent scheduling risk that must be taken in consideration when determining construction start and in-service dates. Our pricing is firm until 12/31/23.

In closing, we truly appreciate the opportunity and look forward to working with the team at the CLWB. We are confident we will complete this project with great success.

We hope this meets with your approval. If you have any questions, do not hesitate to contact Raymond Richards @ 407-466-4663.

Sincerely,
The L. E. Myers Co.

Raymond Richards
Sr. Ops. Manager



Assumptions / Clarifications:

- *It is our understanding that locations 1 & 6 will be risers for circuit 703.*
- *It is our understanding that locations 2 & 5 will be risers for circuits E09.*
- *Night work is not included, with exception of the I-95 wire removal.*
- *All materials to be furnished by others, and on site prior to mobilization.*
- *All MOT will be the responsibility of L.E. Myers Co.*
- *Railroad flagman have not been included.*
- *Road Permits have not been acquired; delays may be encountered.*
- *Two Mobilizations are included in our proposal, it is assumed all work can be performed in a continuous manner during these mobilizations.*

