

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
WORK ORDER NO. 9
7th AVE N Substation Construction**

THIS WORK ORDER for System Hardening and Reliability Improvements ("Work Order" 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 Substation Construction** (the "Project"). The Project is more specifically described in the proposal prepared by The L.E. Myers Co., dated July 28, 2021 and plans prepared by E.C. Fennell and 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 and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **150** 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 **180** 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 **100** dollars (\$100 .00) for each day that expires after the time specified in this Work Order.

4.0 Compensation

This Work Order is issued for a not to exceed amount of \$ 1,361,397.36. The attached proposal 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:
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 David Martyniuk, phone: 561-586-1629; email: Dmartynuik@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 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 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

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.

7.0 Authorization

This Work Order 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 Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order to the System Hardening and Reliability Improvements Agreement 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:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

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

[Corporate Seal]

By: _____
Print Name: JEFF WEBBER
Title: REGIONAL MANAGER

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or online notarization on this 17th day of AUGUST 2021, by JEFFREY WEBBER, as the REGIONAL MANAGER [title] of **The 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 VIRGINIA DRIVER'S LICENSE 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.

Notary Seal



Notary Public Signature

EXHIBIT "1"
Contractors Proposal

7th AVE N SUBSTATION CONSTRUCTION

PROJECT BID FORM

The undersigned proposes to furnish all tools, labor, supervision, equipment, services and materials (materials other than those furnished by CITY) for the proper completion of this project.

This job shall be worked in accordance with the drawings, conditions, requirements and instructions covered in the Specifications and oversight of the assigned construction lead.

STRUCTURAL AND ELECTRICAL INSTALLATION

Bid for performing all work as described and broken down as follows:

See Below for Pricing Schedule

Steel Structures Installations	\$ _____
HV Breaker Installations	\$ _____
Regulator Installations	\$ _____
Phase Reactor Installations	\$ _____
Feeder Breaker Installations	\$ _____
Switch Installations	\$ _____
Bus Work Installations	\$ _____
Equipment Installations	\$ _____
Foundation Installations	\$ _____
Grounding Installations	\$ _____
Conduit/Cable Trench Installations	\$ _____

Animal Guards Installations	\$ _____
Control and Power Cables Installations	\$ _____
Fence Installation	\$ _____
Lightning Protection Installation	\$ _____
Lighting Installations	\$ _____
Control Building	\$ _____
Clearing	\$ _____
Miscellaneous	\$ _____
Bid Price	\$ _____

UNIT PRICE SCHEDULE

All prices shall be consistent with the pricing Agreement between the City and the Contractor. The City reserves the right to reject any project pricing bids if not in accordance to the agreed contract documents.

Steel Structures Installations	\$	18,295.21
HV Breaker Installations	\$	8,575.88
Regulator Installations	\$	<u>12,863.82</u>
Phase Reactor Installations	\$	12,863.82
Feeder Breaker Installations	\$	34,303.53
Switch Installations	\$	46,452.69
Bus Work Installations	\$	119,726.10
Equipment Installations	\$	93,651.30
Foundation Installations	\$	313,564.62
Grounding Installations	\$	99,939.09
Conduit/Cable Trench Installations	\$	53,623.40
Animal Guards Installations	\$	22,583.16
Control and Power Cables Installations	\$	61,197.58
Fence Installation	\$	157,806.00
Lightning Protection Installation	\$	32,249.82
Lighting Installations	\$	6,860.71
Control Building	\$	30,724.53
Clearing	\$	41,947.21
Miscellaneous	\$	194,168.88
Bid Price		<u>\$1,361,397.36</u>

For additive or subtractive adjustments to certain specific work, the following net unit prices for both installation and material shall be used.

SUBSTATION ITEMS

Unit Pricing

Bus System (per foot)

\$ 120.00 _____

Equipment (each)

\$ 4,300.00 _____

Foundations (per rebar lbs. & concrete CY.)

\$ 1,500.00/CY _____

Circuits (per foot)

\$ 10.00 _____

Conduits (per foot)

\$ 35.00 _____

Grounding (per foot)

\$ 40.00 _____

Total Bid Price:


\$ _____

LIST OF SUB CONTRACTORS

Please list those Sub Contractors who may be used for this job.

RW Harris-Foundations	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The above project pricing proposal submitted by:

The L.E. Myers Co.		Raymond Richards - District Manager	
_____		_____	
COMPANY		Name and Title (Print)	
407-466-4663	7/28/2021		
_____	_____	_____	
Phone Number	Date	Authorized Signature	

[illegible]

All contractors must submit Contractor Corporate Safety Assessments.

Contractor Corporate Safety Assessment

Do you have a safety mission statement? Yes if yes, please state _____

At L.E. Myers, Safety Is Life. It sustains our employees, customers, and company, and is a core value. Our culture embraces constant innovation and improvement in our safety practices as the catalyst that sets us apart today, tomorrow, and beyond

Do you have annual safety goals? Yes If yes, your goals are: Our safety goals continue to be ZERO injury or harm to any employee. Our training, inspections, processes and procedures are in a continuous state of improvement and development to improve job safety performance across the Company.
Safety is also tied to performance goals and is held as a core value above production or any other element of our business.

OSHA 200 Safety history for the most recent 3 years.
 Use the following formula for incident/accident rate:

$$\text{RATE} = \frac{\text{INJURIES X 200,000}}{\text{ACTUAL HOURS WORKED}}$$

Year	2021 YTD	2020	2019	2018
1.OSHA recordable incident rate	<u>1.20</u>	<u>1.52</u>	<u>1.29</u>	<u>2.11</u>
2.Number of recordable injury cases.	<u>6</u>	<u>13</u>	<u>13</u>	<u>23</u>
3.Lost time accident rate.	<u>0.40</u>	<u>0.47</u>	<u>0.20</u>	<u>0.55</u>
4.Number of lost time accidents	<u>2</u>	<u>4</u>	<u>2</u>	<u>6</u>
5.Total number of hours worked	<u>1,002,872</u>	<u>1,714,890</u>	<u>2,016,654</u>	<u>2,180,962</u>
6.Number of fatalities	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
7.Your Experience Modification Rate (EMR) . .	<u>.54</u>	<u>.49</u>	<u>.56</u>	<u>.57</u>

Has your company received an OSHA citation within the last 3 years? _____ If yes, explain the nature of each citation and list the citation amount. (Attach extra sheet if needed.)

The L.E. Myers Co. is a nationwide contractor that strives to provide its employees with a safe and healthy work environment. From time to time, OSHA inspects the Company's projects and at times, inspections have resulted in issued citations. Most are settled with reductions in classification and penalty. When deficiencies are noted, the Company takes appropriate actions to alleviate the potential for recurrence. If you require specific information regarding any OSHA citation, please contact our Corporate Safety Department at (847) 290-1891.

Does your company have safety meetings for field employees? Yes

If so how often? Daily / Weekly

Do you conduct field safety inspections? Yes If so by whom? Safety Engineer &
Field Management How often? 2-3 times per week.

Does your crew hold daily job briefings? Yes Are they recorded? Yes

How many hours of safety training/orientation are conducted for field personnel? New Hire Orientation 4-5 hours. Employees have OSHA 10 and OSHA 10 ET&D Field Leadership has OSHA 20 ET&D. Other safety technical training such as forklift, crane certification, aerial lift, and other training as required for task or operation. How often? Annual company, and quarterly OSHA ET&D updates. Other training is provided as required conducted in the field or in classroom settings. All employees receive First Aid, CPR and AED training.

Do you have a safety incentive program? Yes (details provided upon request).

Do you maintain inspection records on your equipment? Yes

Do you have a feedback system for safety concerns arising from hazard assessments/field inspections? Yes

If yes, Please

explain: All field inspections are recorded in a vendor (iAuditor) safety database. This data is used for trending and tracking of recurring issues. The completed inspections are shared with senior management when completed and a monthly report is provided to District Managers and above. The report captures corrective actions that may be required. The iAuditor results are provided to the top-level Company executives for review and are discussed quarterly by corporate management.

Clarification/Exceptions

Bidder must itemize below any clarifications or exceptions to the bid documents included herewith. In submitting a project pricing bid, bidder acknowledges acceptance and willingness to comply to these documents, including addenda receipt as specifically itemized.

If no clarifications or exceptions are made by bidder, bidder shall state so by writing "**NONE**" below.

Addenda:

The undersigned acknowledges the receipt of the following addenda, by number and date, and that their requirements have been included in this project pricing proposal.

Addendum No. Questions Answered #1 Dated: 7/21/2021

Addendum No. _____ Dated:

Addendum No. _____ Dated:

No work shall be started until fully executed Work Order issued in accordance to the City's Contract.



The L.E. Myers Co.
P. O. Box 1099
445 Forum Parkway
Rural Hall, NC 27045
336-969-9400
336-969-2634 Fax
Equal Opportunity Employer

Clarifications

1. Our proposal is based on drawings and documents provided by the City of Lake Worth. Any discrepancies will be reviewed to determine any cost implications.
2. LE Myers has not included cost or time related to building permits of any kind.
3. Concrete and soils testing by LE Myers. Commissioning will be by others (we will provide labor for assistance).
4. Warranty issues on the control enclosure shall not be the responsibility of The LE Myers Co.
5. We are not responsible for the condition of the equipment provided by the owner.
6. LE Myers has assume water will be encountered during foundation construction. However without a soils report LE Myers will not be responsible for any unforeseen conditions below grade and those unforeseen issues will be handled by change order. We also exclude any issues with contamination or other issues that are beyond our control.
7. Materials are being provided in good faith based on the BOM, any discrepancies will be reviewed for cost implications.
8. LE Myers has included stone in the station and grass on the outside of the fence as part of landscaping, anything above and beyond that will be by change order.
9. LE Myers has included only labor to assist with commissioning of the station. A third party commissioning company is not included.
10. Unit prices are to be considered maximum prices and are only for additive change orders.
11. In light of COVID-19 (Coronavirus) pandemic and the recent emergency proclamations and directives relative thereto (US Government Presidential Proclamations 9984, 9992 and 9993 of 3.10.2020 as well as follow up directives issued by the Departments of Health and Human Services/CDC, Labor/OSHA and Homeland Security), The L.E. Myers Co. reserves the right to adjust every aspect of our proposal to the extent impacted by this international emergency.

Sorrento, FL Operations

