

FIRST AMENDMENT TO TASK ORDER NO. 3**Additional Design Services for the
100% Design for the Main Substation Control House
Protection and Control Upgrade**

FIRST AMENDMENT TO TASK ORDER No. 3 ("Amendment") is made on 12/2/2020 between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **TEAMWORKnet, Inc.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein and generally described as: **Main Substation control house for protection and control upgrade 100% design (original scope under Task Order No. 3)** (the "Project"). The Project is described in the Consultant's Proposal, dated 10/22/2020, and is attached hereto as Exhibit "A" and incorporated herein.

2.0 Scope

Under this Amendment, the Consultant will provide professional services; additional design review, to the City as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "A"**.

3.0 Schedule

The services to be provided under this Amendment shall be completed within 120 calendar days from the City's approval of this Amendment or the issuance of a Notice to Proceed.

4.0 Compensation

This Amendment is issued for a lump sum, not to exceed amount, of \$ 45,540.00. The attached proposal identifies all costs and expenses anticipated in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Robert Farkas, P.E., phone: 813-951-6288; email: rfarkas@teamworknet.com; and, the Project Manager for the City is David Martyniuk, phone: 561-586-1629; email: DMartyniuk@lakeworthbeachfl.gov

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Amendment to Task Order No. 3 is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated March 11, 2020 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Agreement, the terms and conditions of the Agreement shall prevail;

however, the specific scope of services set forth in this Amendment shall take precedence over any other more general description of services.

8.0 Confidentiality

The information provided to the Consultant under this Amendment and Task Order No. 3 by the City will contain proprietary business information, trade secret information and information that is otherwise confidential and/or exempt from public disclosure under Florida law. Accordingly, the Consultant shall keep confidential, and shall not disseminate to any third party or use for any purpose other than the performance of this Amendment and Task Order No. 3 (except with the written authorization from the City), any information received from the City arising from or related to the performance of this Amendment and Task Order No. 3. If Consultant receives a request and/or legal process to disclose any City information, the Consultant shall promptly notify the City and provide the City an opportunity to take appropriate action to address the request and/or legal process. The Consultant shall include a similar confidentiality provision in any subcontractor agreements.

9.0 Amendment

Except for the provisions of Task Order No. 3 specifically amended by this Amendment, all other terms and conditions of Task Order No. 3 and the Agreement remain in full force and effect. This Amendment shall not become binding and effective until approved by the Consultant and City Commission. None of the provisions contained in this Amendment may be modified or altered except by written instrument executed by both parties.

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INWITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Task Order No. 3 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: Michael Bornstein
Michael Bornstein, City Manager

ATTEST:

By: Deborah Andrea
Deborah M. Andrea, City Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: Bruce T. Miller
Bruce T. Miller, Financial Services Director

CONTRACTOR:

TeamworkNET Inc.

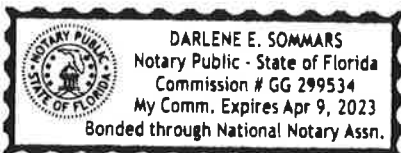
[Corporate Seal]

By: [Signature]
Print Name: Robert "Bo" Farkas, P.E.
Title: VP-East Coast Engineering & Operations

STATE OF FL
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 29th day of Oct, 2020, by Robert Farkas, who was physically present, as VP East Coast (title), of **TeamworkNET, Inc.**, which is 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: Darlene E. Sommars
My commission expires: Apr 9, 2023

EXHIBIT "A"
Consultant's Proposal



TEAMWORKnet, Inc.
6550 New Tampa Hwy/Ste B
Lakeland, FL 33815
Office 863-327-1080
Fax 863-327-1091
www.teamworknet.com

October 22, 2020

Paul Nicholas
Engineering Manager
City of Lake Worth Beach
1900 2nd Ave North
Lake Worth, FL 33461

**PROPOSAL & QUOTATION: Main Substation Control House – Extension
WO#3 First Amendment**

Dear Mr. Nicholas:

TEAMWORKnet, Inc. (TWN) is pleased to provide the City of Lake Worth Beach Utilities (CLWBU) this Proposal and Quotation (PAQ) for Professional Engineering Services associated with an extension/amendment to the existing Work Order #3 due to unforeseen events.

This work is to be performed per TEAMWORKnet's Continuing Contract for Professional Services (# 18-303). Our proposal includes the following scope of work:

SCOPE OF WORK:

1. TWN to provide 90% Main Substation Control House design package to a 3rd party (BHI Engineering) for review. Pricing presented is based on the following estimated number of drawings for 3rd party to review:
 - a. Electrical Design – 175
 - b. Demolition – 70
 - c. Structural Design - 20
2. TWN to subcontract 3rd party for review of the design with the City's best interest in mind.
3. TWN to forward comments/markups/questions from the 3rd party to the City as needed.
4. TWN to facilitate a 90% review meeting between the City and 3rd party for an agreeable path forward to the 100% design package.
5. This scope differentiates from the original scope of work and TWN is requesting a 120 day extension to the original project schedule.

Based on the above scope, our Professional Engineering Service Fee is.....\$45,540.00

City of Lake Worth
October 22, 2020
Page 2 of 2

TERMS AND CONDITIONS:

1. No new electrical equipment, computer software, material or construction labor is included, except as noted above.
2. Expenses are included.
3. No taxes, work permit fees or licensing fees are included in our proposal.
4. This work will be done on a Not-To-Exceed (NTE) without prior written authorization basis.
5. This work will be performed Monday through Friday 8 a.m. to 6 p.m. If weekend or night shift work is required, TWN will provide modified rates.
6. Due to the nature of work performed at a customer's site, TWN crews reserve the right to delay work on electrical distribution equipment for reasons including, but not limited to, inclement weather, natural disaster/acts of God, any matter beyond TWN's control, any situation that violates TWN's Safety Policy, and/or unprepared or unavailable work areas. Delays in accomplishing work at a customer's site, not caused by TWN, will be brought to your immediate attention, assessed, and with authorization, TWN's On-Site rates will be charged for said delays.
7. No work shall commence until a Purchase Order (P.O.) is received by TWN. P.O.'s can be faxed to (863) 327-1091.
8. Billing will be monthly based on percentage of work completed.
9. Terms are net thirty (30) days.
10. This proposal and quotation shall remain valid for ninety (90) days.

We look forward to working with you on this project. Please feel free to call if you have any questions or require additional information.

Respectfully submitted,



Robert "Bo" Farkas, P.E.
VP – East Coast
Engineering & Operations

REF:ref