

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
WORK ORDER NO. 5
IR Distribution System Remediation**

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: **IR Distribution System Remediation** (the "Project"). The Project is more specifically described in the proposal prepared by The L.E. Myers Co., dated October 29th, 2020

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 **40** 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 **45** 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 \$ 278,406.10. 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: City will provide all materials to complete the job.

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 Paul Nicholas, phone: 561-533-7353; email: pnicholas@lakeworthbeachfl.gov.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 14 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.

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IN WITNESS WHEREOF the parties hereto have made and executed this Work Order to the System Hardening and Reliability Improvements Agreement as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Michael Bornstein, City Manager

ATTEST:

By: _____
Deborah M. Andrea, 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 Company

By: [Signature]

Print Name: Raymond Richards

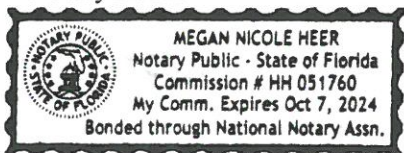
Title: DISTRICT MANAGER

[Corporate Seal]

STATE OF Florida)
COUNTY OF Lake)

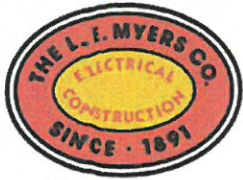
The foregoing instrument was acknowledged before me this 10th day of November, 2020, by Raymond Richards, who was physically present, as District Manager (title), of The L.E. Myers Company, A Florida Corporation, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Driver's License as identification.

Notary Public



Megan Heer
Print Name: Megan Heer
My commission expires: October 7, 2024

EXHIBIT "1"
Contractors Proposal



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

407-466-4663 Phone

Raymond Richards
District Manager

Equal Opportunity Employer

October 29th, 2020
Paul Nicholas
Engineering Manager
City of Lake Worth.

RE: RI Remediation
Prices effective until December 31, 2020

Dear Paul:

Thank you for allowing us the opportunity to work with you and the City of Lake Worth for your upcoming IR Remediation Project. 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.

Our work plan includes utilizing conventional equipment to repair various electrical connections on Lake Worth's electrical infrastructure.

Daily Pricing Breakdown:

- Labor \$ 5,030.78
- Equip. \$ 923.68
- MOT \$ 2,000.00
- Total \$ 7,954.46

Weekly Schedule of Values:

| Days | Costs NTE |
|------|--------------|
| 5 | \$ 39,772.30 |
| 10 | \$ 79,544.60 |
| 15 | \$119,316.90 |
| 20 | \$159,089.20 |
| 25 | \$198,861.50 |
| 30 | \$238,633.80 |
| 35 | \$278,406.10 |
| 40 | \$318,178.40 |
| 45 | \$357,950.70 |
| 50 | \$397,723.00 |
| 55 | \$437,495.30 |
| 60 | \$477,267.60 |

Assumptions / Clarifications:

- Night work is not included.
- All materials to be furnished by others, and on site prior to mobilization.
- All MOT will be the responsibility of L.E. Myers Co.
- Does Not Include Restoration of Sidewalks.

Crew Composition:

Our crew structure will be comprised of one (1), four (4) man crew, and below we will detail their composition:

Crew 1:

This crew's primary purpose is to repair various electrical connections identified by the IR inspections. They will be equipped with conventional aerial equipment to support these operations.

- 1-FM, 2-JL, 1-Ap
 - Pick-up
 - 55' Material Handler Bucket
 - 55' Material Handler Bucket

Schedule:

Estimated durations for this project, have not been determined. Our schedule of values, shown above, is based on weekly intervals. Upon a mutually agreeable duration, the NTE amount can be used to establish a PO value. Our earliest available start date is November 9th, 2020. Portal to portal time will be billed at applicable rates.

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
District Manager



Danny Gessman
Regional Vice President

