

FIRST AMENDMENT TO TASK ORDER NO. 7

Design Services – 6th Ave Metal Clad Switching Station Engineering Services – Remaining Scope of Work

THIS **First Amendment to TASK ORDER No. 7** ("Amendment") is made on _____, 2022, between the **City of Lake Worth Beach**, 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: **6th Ave Metal Clad Switching Station Engineering Services – Remaining Scope of Work.** (the "Project"). The Project is described in the consultant's proposal, dated July 13th, 2022, and is attached hereto as **Exhibit "1"** and incorporated herein.

2.0 Scope

Under this Amendment, the Consultant will provide professional services to the City as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Amendment shall be completed within 550 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 **\$620,375**. 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 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 16th, 2018** ("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

8.0 Confidentiality

The information provided to the Consultant under this Amendment 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 (except with the written authorization from the City), any information received from the City arising from or related to the performance of this Amendment. 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.

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By: _____
Betty Resch, Mayor

ATTEST:

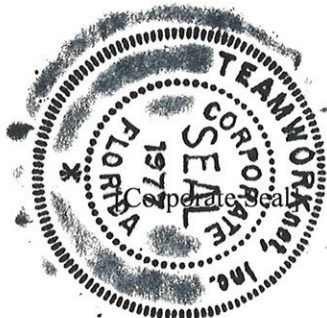
By: _____
Melissa Ann Coyne, CMC, City Clerk

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: **TEAMWORKnet, Inc.**

By: _____
Robert Farkas

Print Name: Robert Farkas, P.E.

Title: VP - East Coast

STATE OF FL
COUNTY OF Dade

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 27 day of July 2022, by Robert Farkas P.E. as the VP - East Coast [title] of **TEAMWORKnet, Inc.**, a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ 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.

Darlene E. Sommars
Notary Public Signature

Notary Seal:

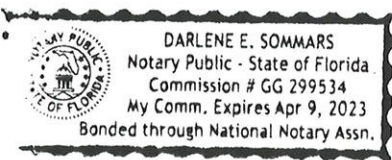


EXHIBIT "1"
(Contractors Proposal)

July 13, 2022

David Martyniuk
Transmission and Substation Engineer
City of Lake Worth Beach Electric Utility
1900 2nd Ave North
Lake Worth, FL 33461

**PROPOSAL AND QUOTATION: 6th Ave Metal Clad Switching Station
Engineering Services – Remaining Scope of Work**

Dear Mr. Martyniuk:

TEAMWORKnet, Inc. (TWN) is pleased to provide the City of Lake Worth Beach Electric Utility (LWBU) this Proposal and Quotation for our Professional Engineering Services on the 6th Ave Metal Clad Switching Station Project for the remaining scope of work, Tasks 0 & 2-13. The following scope of services is covered by this proposal and quotation:

SCOPE OF WORK:

1. TWN to support project supervision and scheduling for the duration of this project (Task 0).
2. TWN to provide the following subtasks within Task 2, Major Equipment Specifications:
 - 2.1. Technical Specifications
 - 2.2. Equipment Purchase Recommendations
 - 2.3. Submittal Review
 - 2.4. Factory Test Report Review
 - 2.5. Control House (and all internal components being supplied) bid submission review against LWBU standards and specifications
3. TWN to provide the following subtasks within Task 3, Physical Design:
 - 3.1. Plans and Sections
 - 3.2. Grounding
 - 3.3. Conduit and Cable
 - 3.4. Underground Risers
 - 3.5. Substation Wall and Gates
 - 3.6. Substation Yard Lighting and poles
 - 3.7. Lightning Protection
 - 3.8. Physical Design Review (90%, 100%)
 - 3.9. Supporting Documentation
 - 3.10. Animal Guards
 - 3.11. Substation Signage
 - 3.12. IR Cameras

4. TWN to provide the following subtasks within Task 4, Civil/Structural Design:
 - 4.1. Site Preparation
 - 4.2 Drainage Design
 - 4.3 Foundation Design – Building and Outdoor equipment
 - 4.4 Building Pier Design
 - 4.5 Structure Design – Regulator, Reactor, and underground riser bus work
 - 4.6 Regulator Oil Containment Requirements, designed oversized for future upgrades, including pedestrian grating
 - 4.7 Civil/Structural Design Review (60%, 90%, 100%)
 - 4.8 Access Road Design
 - 4.9 Gravel
 - 4.10 Aluminum Stairs, including platform for equipment (for both access points)
 - 4.11 Basic Landscaping plan (grass to sidewalk)
 - 4.12 Sidewalk repair/replacement design
5. TWN to provide the following subtasks within Task 5, Control and Relaying Schematics:
 - 5.1 Protective Relaying One-Line Diagram
 - 5.2 Three-Line Diagrams
 - 5.3 Protective Relaying Schematics
 - 5.4 Breaker Schematics
 - 5.5 Alarm Schematic
 - 5.6 SCADA and Automation/Communications and GPS Clock Time Distribution
 - 5.7 Protective Relaying Design Review
6. TWN to provide the following subtasks within Task 6, Wiring Diagrams:
 - 6.1 Protection Relay Wiring
 - 6.2 Outdoor Equipment Wiring
 - 6.3 RTU Wiring
 - 6.4 Communications Interface
 - 6.5 Wiring Diagram Design Review
 - 6.6 Supporting Documentation
7. TWN to provide the following subtasks within Task 7, Protective Relay Settings & Studies:
 - 7.1 Data Acquisition
 - 7.2 Short Circuit Study Review of existing/available power system study model/report
 - 7.3 SCADA/Communications & Automation Integration (Fast Bus Tripping/Transfer, OH fault reclosing scheme)
 - 7.4 Protective Relaying Criteria
 - 7.5 Protective Relay Settings, including logic diagrams and settings document
 - 7.6 Relay Test Procedures
 - 7.7 Relay Testing and Commissioning Support

8. TWN to provide the following subtasks within Task 8, Control Building:
 - 8.1 Building AC Schematic
 - 8.2 Building DC Schematic
 - 8.3 Supporting Documentation
 - 8.4 Review of Building Specifications for bid (60%, 90%)
 - 8.5 Manufacturer Selection Activities, Assisting LWBU as needed
 - 8.6 Review of building design and drawing submittals from vendor (60%, 90%).
9. TWN to provide the following subtasks within Task 9, Pre-Construction Activities:
 - 9.1 Construction Specification
 - 9.2 Bid Unit Schedule
 - 9.3 CLWB Bill of Material Review
 - 9.3 Construction Bid Package
 - 9.4 Contractor Selection Activities
10. TWN to provide the following subtasks within Task 10, Construction Activities:
 - 10.1 "Issued for Construction" Documents
 - 10.2 Pre-Construction Meeting
 - 10.3 Engineering Support during Construction, including site visits (as needed) and remote support (calls, emails, texts)
11. TWN to provide the following subtasks within Task 11, Post-Construction Activities:
 - 11.1 Record Drawings
 - 11.2 As-Built Drawings, including AutoCAD and PDF
 - 11.3 Project Close-Out Documentation
 - 11.4 Lessons-Learned Review
12. TWN to provide the following subtasks within Task 12, Commissioning:
 - 12.1 Substation Commissioning Plan and Procedures, including energization, equipment checks, phase checks, and relay metering/setpoint verification
 - 12.2 Substation Commissioning, working with Contractor and LWBU during commissioning, verifying equipment and protective relay performance
 - 12.3 Substation Energization, working with Contractor and LWBU during energization activities to verify equipment and protective relay performance (primary phase checks by others)
 - 12.4 Final Commissioning Report
13. TWN to provide the following subtasks within Task 13, Quality Assurance:
 - 13.1 Quality Assurance

**Based on the above Scope,
Our price for Professional Engineering Services is\$ 620,375.00**

TERMS AND CONDITIONS:

1. Terms are net Fifteen (15) days.
2. All expenses are included.
3. This work will be done on a fixed fee basis based on the scope outlined above.
4. Invoicing will be monthly based on percentage of scope completed.
5. No work shall commence until a Purchase Order (P.O.) is received by TWN. P.O.'s can be faxed to (863) 327-1091 or emailed to AP@Fortune-7.com.
6. No new electrical equipment, computer software, material or construction labor is included (except as noted above).
7. 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 control, any situation that violates the TWN 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 on-site rates will be charged for said delays.
8. Force Majeure: Neither party shall be liable to the other party for failure to perform or for the delay in performance of this Contract when said failure or delay is due to any cause beyond a party's reasonable control, including, but not limited to, fire, flood, strike or other labor difficulty, acts of any governmental authority, riot, terrorism, embargo, unavailability of railcars, wrecks or delay in transportation, weather, provided that, as a condition to the claim of force majeure, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Inclement and severe weather which is typical within Connecticut through the period the Work is anticipated shall not entitle a party to claim relief by force majeure or for delay damages. Customer provides written notification of any site-specific safety practices prior to start of work. In the absence of site-specific safety practices, TWN personnel will follow the safety procedures in the TWN Safety Manual.
9. Cancellation charge may apply if work is cancelled without sufficient notice. This charge will amount to 25% of the applicable quotation.
10. No Taxes (except on purchased equipment), work permit fees and/or licensing fees are included in our proposal and Quotation.
11. This proposal and quotation shall remain valid for ninety (90) days.

TEAMWORKnet appreciates the opportunity to offer our professional engineering services to the City of Lake Worth Beach. Should you have any questions or require further information, please don't hesitate to contact us.

Respectfully submitted,



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