

THIRD AMENDMENT TO TASK ORDER NO. 3

Additional Design Services for 1W05 System Hardening

THIRD AMENDMENT TO TASK ORDER No. 3 ("Amendment") 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 **EC Fennell, P.A.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide additional services as identified herein and generally described as: **1W05 Storm Hardening & Reliability Improvement** (original scope under Task Order No. 3) (the "Project"). The Project is described in the Consultant's Proposal, dated 7/28/2021, and attached hereto as **Exhibit "A"** and incorporated herein.

2.0 Scope

Under this Amendment, the Consultant will provide additional professional services to the City as detailed in the **Consultant's Proposal attached hereto and incorporated herein as Exhibit "A"**. Additional services to be provided under this amendment include; change from concrete to ductile iron poles, additional pole loading analysis, underground design revisions, overhead and underground design standards for the 1W05 circuit.

3.0 Schedule

The services to be provided under this Amendment shall be completed within 60 calendar days from the City's approval of this Amendment or the issuance of a Notice to Proceed.

4.0 Compensation

This Second Amendment is issued for a lump sum, not to exceed amount, of **\$ 62,200**. 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; Jolie Gonzalez, phone: 561-508-9189; email: JGonzalez@ecfconsultants.com ; and, the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: pnicholas@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 16, 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 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 Manager. None of the provisions contained in this Amendment may be modified or altered except by written instrument executed by both parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment 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: EC Fennell, P.A.

[Corporate Seal]

By: José Gonzalez
Print Name: José Gonzalez
Title: Manager

STATE OF Florida
COUNTY OF Broward

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization on this 31st day of AUGUST 2021, by José Gonzalez, as the
MANAGER [title] of **EC Fennell, P.A.**, a Florida Corporation authorized to do business
in the State of Florida, who is personally known to me or who has produced
FLDL 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.

José Gonzalez
Notary Public Signature

Notary Seal:



Joséangel Gonzalez
Comm. # GG925527
Expires: October 23, 2023
Bonded Thru Aaron Notary

EXHIBIT "A"
Consultant's Proposal



2021

Lake Worth Feeder Hardening 1W05

CITY OF LAKE WORTH
1W05 Feeder Hardening



E C Fennell, PA
561.471.4029
7/28/2021

Revised Scope of Work

Due to design changes, ECF will be requesting additional funds to be added to Task Order #3. These changes affect 1W05 phase 1 & 2. Throughout the review of this project, ECF has provided additional services that were not originally planned for. ECF had been providing Engineering support and guidance, permitting support, easement and record research. The design was changed to include ductile iron poles instead of concrete pole. These pole will have to be re-calculated for loading in Pole Foremen. Also the standards for the design have changed since this job was designed and the notes need to be updated. The design also has to be revised as to new changes in the field. An additional part of the job will also be re-designed to include an underground portion.

Manhour Estimates for services to be Rendered

ECF Estimates the following hours for each section of the project

Project Manager	80 manhours	\$165/hr	\$13,200.00
Engineering	320 manhours	\$125/hr	\$40,000.00
Drafting	80 manhours	\$110/hr	\$ 8,800.00
Total NTE			\$62,200.00