# CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT FIRST AMENDMENT WORK ORDER NO. 9 7<sup>th</sup> AVE N Substation Construction

| THIS FIRST AMEND                      | <b>MENT</b> for  | System        | Hardening          | and      |
|---------------------------------------|------------------|---------------|--------------------|----------|
| Reliability Improvement               | ts ("First       | Amendmen      | t" hereafte        | r) is    |
| made on                               | _, between the   | City of Lake  | Worth Beach, a     | Florida  |
| municipal corporation located at 7    | North Dixie Hig  | hway, Lake Wo | rth, Florida 33460 | ("Citv") |
| and The L. E. Myers Co., a Florida of | corporation ("Co | ntractor").   |                    | (, /     |

#### 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: <u>7<sup>th</sup> Ave N Substation Construction</u> (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 First Amendment, the Contractor will provide the City of Lake Worth with additional construction services for the Project as specified in the Contactor's proposal and City's change order attached hereto and incorporated herein as Exhibit "1".

#### 3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this First Amendment shall be within 30 calendar days from the Effective Date of this First Amendment. Final completion of all services and work (and all punch-list items (if any)) under this First Amendment shall be within 45 calendar days from the Effective Date of this First Amendment. The Effective Date of this First Amendment is the date following the parties' execution of this First Amendment 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 First Amendment, 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 First Amendment and the Contract Documents, and that the City will suffer financial loss if the services and work described in this First Amendment and the Contract Documents are not completed within the times specified in this First Amendment. 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 First Amendment.

#### 4.0 Compensation

This First Amendment is issued for a not to exceed amount of \$ \_102,656.35. 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 First Amendment by the City: None

#### 5.0 Project Manager

The Project Manager for the Contractor is <u>Raymond Richards</u>, phone: <u>407-466-4663</u>; email: <u>RRichards@mygroup.com</u>; and, the Project Manager for the City is <u>David Martyniuk</u>, phone: <u>561-586-1629</u>; email: <u>Dmartynuik@lakeworthbeachfl.gov</u>

#### 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 <u>Contractor's Representations</u>

In order to induce the City to enter into this First Amendment, the Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this First Amendment, 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 First Amendment price within the First Amendment 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 First Amendment price, within the First Amendment 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 First Amendment will be in accordance with this First Amendment and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this First Amendment 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 First Amendment 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 (I) 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 First Amendment is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated <u>May 15, 2018</u> ("Contract" hereafter). If there are any conflicts between the terms and conditions of this First Amendment 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 First Amendment 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:   | APPROVED FOR FINANCIAL SUFFICIENCY  |
| By: Glen J. Torcivia, City Attorney  | By:Bruce T. Miller, Financial Services Director   |
| CONTRACTOR:  | The L.E. Myers Co.  |
|  | By:   |
| [Corporate Seal]   | Print Name: RAYMOND RICH ARDS   |
|  | Title: SR. OPS, MANAGER   |
| STATE OF Florida ) COUNTY OF LAVE )  |   |
| online notarization on this 6th day of April 1 day of The L business in the State of Florida, who is | chowledged before me by means of physical presence or 2022, by 2000 Richards, as the LE. Myers Co., a Florida Corporation authorized to do s personally known to me or who has produced and, and who did take an oath that he or she is duly authorized the CONTRACTOR to the same. |
| Notary Seal:   | Notary Public Signature   |

## EXHIBIT "1" Contractors Proposal & City's Change Order Log



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

407-466-4663 Phone

Raymond Richards Sr. Ops Manager

Equal Opportunity Employer

April 6th, 2022 David Martyniuk Transmission & Substation Engineering Manager City of Lake Worth Beach

RE: Request for Equitable Adjustment Subject: 7th Ave N Substation Construction

Dear David,

The L.E. Myers Co. is currently working through the final stages of construction on the 7th Ave N Substation, which will result in the substation conversion upgrade from 4kV to 26kV and continue the City's progress on their System Hardening & Reliability Improvements Project. Due to discrepancies within the construction drawings, that all parties are aware of and have discussed throughout the duration of the project, the L.E. Myers Co. is requesting an equitable adjustment to offset the additional costs that we have had to incur in order to successfully complete the project per LWBEU standards. Along with the adjustments for discrepancies within the drawings, we have also performed work that was not in the original scope for which we believe we should be compensated for. Below you will find our list of items for which are requesting an additional compensation.

A 00 000 00

| Original Additional Material | \$ 88,686.98   |
|------------------------------|----------------|
| Reduced Amount               | - \$ 15,564.85 |
| Amount Due                   | \$ 73,122.13   |
| Additional/Out of Scope Work | \$ 54,849.09   |
| Reduced Amount               | - \$ 25,314.87 |
| Amount Due                   | \$ 29,534.22   |
|                              |                |

Outside at Astalitics at Marketinia

Total Compensation: \$102,656.35

## Pricing Details - Additional Materials

| Item # | Description   | Qty | Unit | Unit Price  |
|--------|---|-----|------|-------------|
| 1      | Purchase of 6" FRE Conduit with associated fittings and adhesive's that was not listed on the BOM or the conduit schedule.  | 1   | LS   | \$32,881.00 |
| 2      | Purchase of a 500' reel of 750 CU due to the change from 1000 to 750 as the 1000 was too large to connect to the fittings as originally designed. The 750 CU also replaced the 350 for the feeder cables. | 1   | LS   | \$13,854.50 |
| 3      | Purchase of additional 750 connectors and fittings in order to accommodate the change to the 750 CU instead of the original 1000 and 350 as well as the bus bar end caps.                                 | 1   | LS   | \$7,846.30  |
| 4      | Miscellaneous extra materials needed to complete the project above what was listed on the BOM as well as items not listed on the BOM. Additional fuse blocks  | 1   | LS   | \$18,540.33 |

### Pricing Details - Additional / Out of Scope Work

| Item # | Description  | Qty | Unit                                | Unit Price  |
|--------|--|-----|-------------------------------------|-------------|
| 1      | 6" FRP conduit installation. Includes difference between pvc and FRP pipe of \$9,270.41 and Additional footage for 09 circuit of \$3,969.00  | 1   | Multiplier<br>of 1.491<br>for delta | \$13,239.41 |
| 2      | Relocation of the regulator boxes on the AC phase regulators. The original design had the boxes installed in line with the columns. This would not allow the cabinet to open so they had to be moved. See timesheet week ending 1/30/22 for hours worked.                                  | 1   | T&E<br>Rates per<br>MSA.            | \$3,122.32  |
| 3      | Installation of an additional 50 feet of 2" conduit for the junction box for the slip over CT's that was not on the original drawings. Unit price of \$35/foot.  | 1   | Unit Rate per the contract.         | \$1,750.00  |
| 4      | Additional hole drilling over 200 holes. The contract states that a quantity of 200 drilled holes is considered normal for installation. We had to drill a total of 415 holes, which is 215 more than is considered "normal". 1/4 of a manhour per each drilled hole. 215 holes x \$26.92. | 1   | T&E<br>Rates per<br>MSA.            | \$5,786.73  |
| 5      | Installation of additional conduit to the lightening poles   | 1   | T&E<br>Rates per<br>MSA.            | \$3,875.76  |
| 6      | Unknown Asbestos Abatement of existing wire in existing equipment to be removed.   | 1   | LS                                  | \$1,760.00  |

The L.E. Myers Co. values the city as a customer and we appreciate all of the support and coordination that has been provided to drive this project forward. We hope this meets with your approval. If you have any questions, do not hesitate to contact.

Brendan Ryan @ 352-901-0804.

Sincerely,

The L. E. Myers Co.

Raymond Richards Sr. Ops. Manager

CC:

James Summers

Raymond Richards

- L.E. Myers, Estimator

Jeff Webber

- L.E. Myers, Regional Manager

Danny Gessman

- L.E. Myers, Vice President





ELECTRIC UTILITIES DEPARTMENT 1900 2<sup>ND</sup> AVENUE NORTH LAKE WORTH BEACH, FL 33461

#### **CHANGE ORDER**

Project Number: SH2110 Contractor: The L.E. Myers Co.

Project Name: 7th Ave N Substation Construction

Change Order Number: 1

Change Order Effective Date: Pending Approval Contractor Phone: 407-466-4663

Change Order Type: NTE Lump Sum Existing Purchase Order Number: 186883

#### **Description of Change:**

1. Purchase of 6" FRE Conduit with associated fittings and adhesive's that was not listed on the BOM or the conduit schedule.

- 2. Purchase of a 500' reel of 750 CU due to the change from 1000 to 750 as the 1000 was too large to connect to the fittings as originally designed. The 750 CU also replaced the 350 for the feeder cables.
- 3. Purchase of additional 750 connectors and fittings in order to accommodate the change to the 750 CU instead of the original 1000 and 350 as well as the bus bar end caps.
- 4. Miscellaneous extra materials needed to complete the project above what was listed on the BOM as well as items not listed on the BOM. Additional fuse blocks.
- 5. 6" FRP conduit installation. Includes difference between pvc and FRP pipe of \$9,270.41 and Additional footage for 09 circuit of \$3,969.00.
- 6. Relocation of the regulator boxes on the AC phase regulators. The original design had the boxes installed in line with the columns. This would not allow the cabinet to open so they had to be moved. See timesheet week ending 1/30/22 for hours worked.
- 7. Installation of an additional 50 feet of 2" conduit for the junction box for the slip over CT's that was not on the original drawings. Unit price of \$35/foot.

- 8. Additional hole drilling over 200 holes. The contract states that a quantity of 200 drilled holes is considered normal for installation. We had to drill a total of 415 holes, which is 215 more than is considered "normal". 1/4 of a manhour per each drilled hole. 215 holes x \$26.92.
- 9. Installation of additional conduit to the lightening poles
- 10. Unknown Asbestos Abatement of existing wire in existing equipment to be removed

## Change Order Log

| Item<br>No. | Description  | Qty | Unit                                | Unit Price | Increase In Contract Price |  |
|-------------|--|-----|-------------------------------------|------------|----------------------------|--|
| 1           | Purchase of 6" FRE Conduit with associated fittings and adhesive's that was not listed on the BOM or the conduit schedule.   | 1   | LS                                  | 32,881.00  | \$32,881.00                |  |
| 2           | Purchase of a 500' reel of 750 CU due to the change from 1000 to 750 as the 1000 was too large to connect to the fittings as originally designed. The 750 CU also replaced the 350 for the feeder cables   | 1   | LS                                  | 13,854.50  | \$13,854.50                |  |
| 3           | Purchase of additional 750 connectors and fittings in order to accommodate the change to the 750 CU instead of the original 1000 and 350 as well as the bus bar end caps.  | 1   | LS                                  | 7,846.30   | \$7,846.30                 |  |
| 4           | Miscellaneous extra materials needed to complete the project above what was listed on the BOM as well as items not listed on the BOM.  Additional fuse blocks  | 1   | LS                                  | 18,540.33  | \$18,540.33                |  |
| 5           | 6" FRP conduit installation. Includes difference between pvc and FRP pipe of \$9,270.41 and Additional footage for 09 circuit of \$3,969.00  | 1   | Multiplier<br>of 1.491<br>for delta | 13,239.41  | \$13,239.41                |  |
| 6           | Relocation of the regulator boxes on the AC phase regulators. The original design had the boxes installed in line with the columns. This would not allow the cabinet to open so they had to be moved. See timesheet week ending 1/30/22 for hours worked.                                  | 1   | T&E<br>Rates<br>per MSA.            | 3,122.32   | \$3,122.32                 |  |
| 7           | Installation of an additional 50 feet of 2" conduit for the junction box for the slip over CT's that was not on the original drawings. Unit price of \$35/foot.  | 1   | Unit Rate per the contract.         | 1,750.00   | \$1,750.00                 |  |
| 8           | Additional hole drilling over 200 holes. The contract states that a quantity of 200 drilled holes is considered normal for installation. We had to drill a total of 415 holes, which is 215 more than is considered "normal". 1/4 of a manhour per each drilled hole. 215 holes x \$26.92. | 1   | T&E<br>Rates<br>per MSA.            | 5,786.73   | \$5,786.73                 |  |
| 9           | Installation of additional conduit to the lightening poles   | 1   | T&E<br>Rates<br>per MSA.            | 3,875.76   | \$3,875.76                 |  |
| 10          | Unknown Asbestos Abatement of existing wire in existing equipment to be removed.   | 1   | LS                                  | 1,760.00   | \$1,760.00                 |  |
|             | Discount   |     |                                     |            | -\$40,879.72               |  |
|             | Total Amount   |     |                                     |            | \$102,656.35               |  |

| rice of Original Contract: \$1,361,397.36 (Commission Approved on 9/07/2021)  |
|---|
| urrent Price of Contract (including Change Orders): \$1,361,397.36  |
| rice of Current Change Order: \$102,656.35  |
| ew Contract Price: \$1,464,053.71   |
| asis of Price Change: Unit Price Time & Material X_ Lump Sum  |
| ontract Time Change:  |
| No Change X Extended Decreased by _45 calendar days   |
| The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE DRDER. By approving this Change Order, the CONTRACTOR releases any and all claims that the may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE DRDER. |
| his Change Order may be executed in counterparts and is not effective until approved by ther the City Manager or City Commission (as designated on the last page of this Change rder).  |
| eviewed and Accepted by: The L.E. Myers Co. (Contractor Name)   |
| ontractor Representative (Signature)  Title  Date   |
| Approved by:  |
| Director: Date:   |