

**SECOND AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES  
(Steel Products for Electrical Substations)**

THIS SECOND AMENDMENT (“Amendment”) to the Agreement for Goods and Services (Steel Products for Electrical Substations) is made as of \_\_\_\_\_, 2022, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida (“CITY”) and **Dis-Tran Steel, LLC.**, a company registered to do business with the State of Florida (“CONTRACTOR”).

**WHEREAS**, on December 23, 2020, based upon a competitive procurement, the CITY and CONTRACTOR entered into the Agreement for Goods and Services for the CONTRACTOR to provide Steel Products for Electrical Substations to the CITY (“Agreement”); and

**WHEREAS**, on April 9, 2021, the CITY and CONTRACTOR amended the Agreement to revise the scope and increase the initial substation cost (“First Amendment”); and

**WHEREAS**, the CITY desires to amend the Agreement to add steel products for an additional substation project; and

**WHEREAS**, the CONTRACTOR has provided a quote for the additional steel products for the substation project, which is attached hereto as **Exhibit “A”**;

**WHEREAS**, the CITY and CONTRACTOR desire to amend the Agreement to add steel products for the additional substation project; and

**WHEREAS**, the CITY has continuing projects that will require additional steel products for substation projects and desires to increase the maximum annual not to exceed amount to One Million Five Hundred Thousand Dollars (\$1,500,000); and

**WHEREAS**, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONTRACTOR agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Scope of Work.** The CITY and the CONTRACTOR agree to add additional steel products to the Agreement’s scope of work as set forth in the CONTRACTOR’s quote dated April 8, 2022, which is attached hereto as **Exhibit “A”**. The quote is for a total not to exceed amount of \$ 1,149,365 (One Million, One Hundred Forty-Nine Thousand Three Hundred Sixty-Five). Since additional items and costs may be necessary to complete the scope of work identified in the CONTRACTOR’s quote, the CITY’s Electric Utility Director or designee is authorized a contingency amount of no more than \$115,000 (One Hundred Fifteen Thousand) to complete the

scope identified in the CONTRACTOR's quote. Use of the contingency amount must be pre-approved in writing by Electric Utility Director or designee before any additional costs are added to the CONTRACTOR's quote and before the CITY is responsible or liable for payment of any sums from the contingency amount to the CONTRACTOR.

3. **Maximum Cost.** Section 6.1 of the Agreement is amended to increase the **annual** not to exceed amount under this Agreement to One Million Five Hundred Thousand Dollars (\$1,500,000) for additional substation projects.

4. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement (as previously amended) and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as previously amended and amended herein) remain in full force and effect. Notwithstanding the foregoing, the Limitation on Liability provision set forth on page 1 of **Exhibit "A"** attached hereto shall have no force and effect and shall not be deemed an amendment to the terms, conditions, and covenants of the Agreement.

5. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

**REST OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement for Goods and Services (Steel Products for Electrical Substations) on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, 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

**Dis-Tran Steel, LLC**

By: \_\_\_\_\_

Print Name: Marcus Colligan

Title: Product Manager

[Corporate Seal]

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 18<sup>th</sup> day of April 2022, by Marcus Colligan, as the Product Manager [title] of Dis-Tran Steel, LLC, a company 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.

Kristal K. Ducote #58272  
Notary Public Signature

Notary Seal:

Kristal K. Ducote  
Notary ID No. 58272  
State of Louisiana  
Rapides, Avoyelles & Grant Parishes  
Commission Expires: At My Death



**Exhibit “1”**  
Quotation Letter Dated April 8, 2022



Strength & Commitment That's Built to Last

4725 Hwy 28E | Pineville, LA  
P: 318.448.0274 | F: 318.445.4454  
www.distransteel.com

LOUISIANA PRODUCTION: 529 Cenla Drive, Pineville, LA | OHIO PRODUCTION 1620 Old US 35 SE., Washington CH, OH

To: Lake Worth Utilities

## Quotation Letter

From: Callie Lohman  
DIS-TRAN Steel, LLC

Revision #: 2  
Bid Validity: 30 Days

Date: 4/8/2022

Payment Terms: Net 30

DIS-TRAN Quote #: PQ43756

Freight Terms: **Prepaid and Added - FOB Dest.**

Customer RFQ #: RFQ

Shipping via: Flatbed Truck

Project Name: Canal Distribution & Transmission Substation

Ship To: Lake Worth Beach, FL

### Scope:

We offer to furnish fabrication of the steel structures for the above referenced project. This offer is subject to stated terms and conditions listed below.

### Schedule for Tapered Tubular Steel:

Anchor bolts: 8 weeks after receipt of order (ARO) and receipt of final information  
Structure delivery: 24 weeks after receipt of order (ARO) and receipt of final information

### Schedule for Standard Shape Steel:

Anchor bolts: 8 weeks after receipt of order (ARO) and receipt of final information  
Structure delivery: 20 weeks after receipt of order (ARO) and receipt of final information  
**\* leadtime based on material availability at time of quote**

### General Terms:

Quality: Fabrication and inspections will be performed per DIS-TRAN's standard quality procedures and as required by design. All welders are certified to AWS D1.1 structural welding code and all quality control personnel are certified per AWS D1.1 for certified weld inspection and qualified per ASNT-SNT-TC-1A for other inspection requirements. Complete joint penetration (CJP) welds will receive ultrasonic (UT) inspection and all other welds will receive close visual (VT) inspection with MT inspection of questionable areas. DIS-TRAN is an AISC certified fabricator and an AWS certified welding fabricator.

Payment: Payment is due as stated above (*Payment Terms*).

Pricing Methodology: As priced, items are not for separate acceptance.

Taxes: Prices quoted do not include sales and use tax.

Warranty: Warranty period is 24 months from delivery of material.

Changes: Any changes made after the receipt of this project may result in a schedule and/or price change.

Documentation: Design and quality documents, including: MTRs, Weld Inspection Reports, Galvanizing Inspection Reports, Project Calculations, & Shop Drawings, are kept on file for a minimum of five years and are available upon request.

Testing: Full-scale load testing is not included. Charpy impact tests are not included for ASTM A36, A500, or A595 materials; Charpy impact test results will be provided on a heat-lot basis for all other materials. Embrittlement testing is not included and is generally not required for plate material.

Field Services: Field & training services are not included and may be negotiated upon request. Offer does not include offloading of structures at the jobsite.

Backcharges: Any non-conformity or warranty claim is to be reported to the responsible DIS-TRAN representative prior to taking corrective action. A DIS-TRAN representative will respond in a timely manner as to the recommended remedy. Backcharges for corrective work or replaced materials will not be accepted unless expressly authorized by a DIS-TRAN representative before any such costs are incurred.

Limitation on Liability: In no event will either party be liable for any indirect, consequential, incidental, special or any other damages except for direct damages, regardless of whether a claim for any such damages is based in contract, tort, strict liability or any other legal theory. Except as may be provided in the Contract relating to insurance and intellectual property indemnification, DIS-TRAN's liability to the Purchaser under the Contract for direct damages, whether based upon breach of any express or implied warranty, tort, contract, strict liability or otherwise, shall not exceed the total paid by Purchaser under the applicable Purchase Order in connection with which the damages arise under the Contract.



Project Notes:

SCOPE OF WORK

- Offer includes anchor bolts and setting templates.
- Offer does not include engineering or detailing services. Structures will be fabricated from customer supplied shop drawings.
- Structures will be fabricated using the customer provided drawings; however, structures may be altered slightly to allow for proper venting and drainage during galvanizing. Any alterations made will not impact the integrity of the structure. Changes may include the following: member end cover plates, keyhole slots in the baseplate and drain hole in the baseplate, drainage/venting holes near the end of members. Example details may be provided upon request.

MATERIAL FINISH

- Structures will be hot-dip galvanized per ASTM A123.

CLARIFICATIONS & EXCEPTIONS

- Galvanized steel shaft material will conform to ASTM A572-65; and plates 1" or greater will conform to ASTM A572-50, including baseplates & flange plates.
- Offer is for fabrication and inspections per DIS-TRAN's standard in-house procedures.
- Fabrication tolerances will be held to DIS-TRAN's standard quality procedures.
- Offer does not include shop-fit test assembly at this time.
- Offer does not include sub-assembly or test assembly; all structures will be shipped knocked-down.
- Offer includes climbing and working devices as required in the specification.
- **Quote is provided as "Not to Exceed Pricing".**

If you have any questions, please feel free to give me a call at any time.

Sincerely,

Callie Lohman, P.E.  
Engineering Manager  
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Tye Roberts  
Proposal Administrator  
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**Please send a copy of all inquiries and purchase orders to [DTSteel@distran.com](mailto:DTSteel@distran.com).**



