

FIRST AMENDMENT TO WORK ORDER NO. 7

Additional Construction Services for the 7th AVE N Circuits 0702, 0703 and 0704 Storm Hardening & Voltage Conversion

FIRST AMENDMENT to WORK ORDER NO. 7 for System Hardening and Reliability Improvements ("Amendment" 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: 7th AVE N Circuits 0702, 0703 and 0704 Storm Hardening & Voltage Conversion (the "Project").

2.0 Scope

Under this Amendment, the Contractor will provide the City of Lake Worth with additional construction services for the Project as specified in the **Contractor'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 Amendment shall be within **110** 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 **120** calendar days from the Effective Date of this Amendment. The Effective Date of this Amendment is the date following the parties' execution of this 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 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 Amendment and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Amendment and the Contract Documents are not completed within the times specified in this 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 1 dollar (\$1.00) for each day that expires after the time specified in this Amendment.

4.0 Compensation

This **Amendment** is issued for a not to exceed amount of \$ 151,772.04 . The attached Change Order identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Amendment by the City:
None

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 30 days as a minimum.

7.0 Contractor's Representations

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

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this 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 Amendment price within the 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 Amendment price, within the 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 Amendment will be in accordance with this Amendment and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this 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 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 (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 First Amendment to Work Order No. 7 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 Amendment 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 First Amendment to Work Order No. 7 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: **L.E. Myers Co.**

By: [Signature]

[Corporate Seal]

Print Name: RAYMOND RICHARDS

Title: SR. OPERATIONS MANAGER

STATE OF Florida
COUNTY OF Lake

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 2nd day of March 2022, by Raymond Richards, as the SR OPERATIONS MANAGER [title] of **L.E. Myers Co.**, a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced Personally known 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.

[Signature]
Notary Public Signature

Notary Seal:

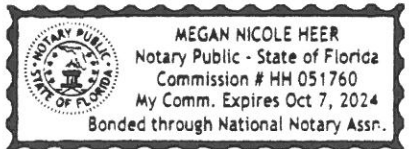


EXHIBIT "1"
Contractors Change Order



ELECTRIC UTILITIES DEPARTMENT
1900 2ND AVENUE NORTH
LAKE WORTH BEACH, FL 33461

CHANGE ORDER

Project Number: SH2121 **Contractor:** The L.E. Myers Co.

Project Name: 7th AVE N Circuit Hardening & Voltage Conversion – 0702, 0703 & 0704


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:** 186131

Description of Change:

1. Additional work to Bodegon pad mounted stepdown transformer, install (1) one new pole location, two primary risers, underground pad mounted step-down transformer, and all misc. framing to accommodate a temporary feed to the OH 333kV bank on circuit 0702. The OH transformers were unavailable, so a temporary configuration was provided by The City of lake Worth. Price also includes removal activities.
2. Additional hole drilling, the existing pole framing specifications were changed. In addition to the framing changes, several pole locations were not pre-drilled to accommodate framing standards.
3. Additional work to temporary shoe-fly, set (1) one pole, installed (2) two spans of 1/0 AL, (2) two anchors and down guys, framed three poles. This change was due to a lack of underground transformers at locations 62.5 and 67.5. Our price includes removal of the temporary shoe-fly configuration.
4. Additional work to Burger King step-down, installed (1) one wood pole with DDE's, and installed (3) three step-down overhead transformers. The existing Burger King pad-mounted transformers were found to be overhead transformers in an enclosed box, therefore due to this surprise, a new design was created to eliminate the enclosed overhead transformers sitting on the ground. The proposed additional scope includes relocating the existing position of the Burger King transformer along with the primary



and secondary feeds. Time included in our original contract to replace the pad mounted transformer has been deducted from our proposal.

5. Additional work to 4kV-26kV various locations, replace (7) seven L.A.'s, (1) one tangent crossarm with insulators, and (2) two overhead transformers on the 0704 circuit. In addition, we will replace (1) one underground transformer and (7) seven primary riser arrestors on the 0702 circuit.
 6. Additional work to 26kV-4kV step-down transformers, install 3 wood double dead-end framed poles along with three 26kV-4kV step-down transformers on the 0704 circuit. These step-down transformer locations will keep French Ave. at 4kV until future conversion work is completed.
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Change Order Log

Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
1	Additional work to Bodegon pad mounted stepdown transformer, install (1) one new pole location, two primary risers, underground pad mounted step-down transformer, and all misc. framing to accommodate a temporary feed to the OH 333kV bank on circuit 0702. The OH transformers were unavailable, so a temporary configuration was provided by The City of lake Worth. Price also includes removal activities.	1	LS	46,243.08	\$46,243.08
2	Additional hole drilling, the existing pole framing specifications were changed. In addition to the framing changes, several pole locations were not pre-drilled to accommodate framing standards.	1	LS	10,982.00	\$10,982.00
3	Additional work to temporary shoe-fly, set (1) one pole, installed (2) two spans of 1/0 AL, (2) two anchors and down guys, framed three poles. This change was due to a lack of underground transformers at locations 62.5 and 67.5. Our price includes removal of the temporary shoe-fly configuration.	1	LS	15,414.36	\$15,414.36
4	Additional work to Burger King step-down, installed (1) one wood pole with DDE's, and installed (3) three step-down overhead transformers. The existing Burger King pad-mounted transformers were found to be overhead transformers in an enclosed box, therefore due to this surprise, a new design was created to eliminate the enclosed overhead transformers sitting on the ground. The proposed additional scope includes relocating the existing position of the Burger King transformer along with the primary and secondary feeds. Time included in our original contract to replace the pad mounted transformer has been deducted from our proposal.	1	LS	38,545.90	\$38,545.90
5	Additional work to 4kV-26kV various locations, replace (7) seven L.A.'s, (1) one tangent crossarm with insulators, and (2) two overhead transformers on the 0704 circuit. In addition, we will replace (1) one underground transformer and (7) seven primary riser arrestors on the 0702 circuit.	1	LS	34,328.72	\$34,328.72
6	Additional work to 26kV-4kV step-down transformers, install 3 wood double dead-end framed poles along with three 26kV-4kV step-down transformers on the 0704 circuit. These step-down transformer locations will keep French Ave. at 4kV until future conversion work is completed.	1	LS	23,121.54	\$23,121.54
7	10% Discount				(\$16,863.56)
	Total Amount:				\$ 151,772.04

Price of Original Contract: \$3,576,775.09 (Commission Approved on 3/25/2021)

Current Price of Contract (including Change Orders): \$3,576,775.09

Price of Current Change Order: \$151,772.04

New Contract Price: \$3,728,547.13

Basis of Price Change: Unit Price Time & Material Lump Sum

Contract Time Change:

No Change Extended Decreased by 120 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 ORDER. By approving this Change Order, the CONTRACTOR releases any and all claims that it 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 ORDER.

This Change Order may be executed in counterparts and is not effective until approved by either the City Manager or City Commission (as designated on the last page of this Change Order).

Reviewed and Accepted by: The L.E. Myers Co.
(Contractor Name)

Contractor Representative (Signature)	Title	Date
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Approved by: _____

Director: _____ Date: _____



The L.E. Myers Co.
24925 State Road 46
Sorrento, FL 32776
407-466-4663 Phone

Raymond Richards
Sr. Operations Manager

Equal Opportunity Employer

February 21st, 2022
Paul Nicholas
Engineering Manager
City of Lake Worth

RE: 0702, 0703, 0704, Circuit Voltage Conversions, CO#1.

Dear Paul:

Below you find our cost to complete for the out-of-scope work on the voltage conversions on circuits 0702, 0703, 0704. in. 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.

Additional Scope #1: Bodegon Pad Mounted Stepdown Transformer, Install (1) one new pole location, two primary risers, underground pad mounted step-down transformer, and all misc. framing to accommodate a temporary feed to the OH 333kV bank on circuit 0702. The OH transformers were unavailable, so a temporary configuration was provided by The City of lake Worth. Price also includes removal activities.

Additional Scope #2: Hole Drilling, The existing pole framing specifications were changed. In addition to the framing changes, several pole locations were not pre-drilled to accommodate framing standards.

Additional Scope #3: Temporary Shoe-Fly, Set (1) one pole, installed (2) two spans of 1/0 AL, (2) two anchors and down guys, framed three poles. This change was due to a lack of underground transformers at locations 62.5 and 67.5. Our price includes removal of the temporary shoe-fly configuration.

Additional Scope #4: Burger King Step-Down, Installed (1) one wood pole with DDE's, and installed (3) three step-down overhead transformers. The existing Burger King pad-mounted transformers were found to be overhead transformers in an enclosed box, therefore due to this surprise, a new design was created to eliminate the enclosed overhead transformers sitting on the ground. The proposed additional scope includes relocating the existing position of the Burger King transformer along with the primary and secondary feeds. Time included in our original contract to replace the pad mounted transformer has been deducted from our proposal.

Additional Scope #5: 4kV-26kV Various Locations, Replace (7) seven L.A.'s, (1) one tangent crossarm with insulators, and (2) two overhead transformers on the 0704 circuit. In addition, we will replace (1) one underground transformer and (7) seven primary riser arrestors on the 0702 circuit.

Additional Scope #6: 26kV-4kV Step-Down Transformers, Install 3 wood double dead-end framed poles along with three 26kV-4kV step-down transformers on the 0704 circuit. These step-down transformer locations will keep French ave. at 4kV until future conversion work is completed.

Total Lump Sum Price: \$168,635.60

-\$16,863.56 -10% Discount

After Discount \$151,772.04

Pricing Breakdown:

- 7th Ave. Substation
 - \$ 46,243.08 (Additional Scope #1)
 - \$ 10,982.00 (Additional Scope #2)
 - \$ 15,414.36 (Additional Scope #3)
 - \$ 38,545.90 (Additional Scope #4)
 - \$ 34,328.72 (Additional Scope #5)
 - \$ 23,121.54 (Additional Scope #6)

Additional Scope #1, Bodegon Pad Mount (0702)

Labor	\$ 37,547.58
Equipment	\$ 8,695.50
Grand Total	\$ 46,243.08

Labor	Hrs.	ST Rate	OT Rate	Total
GF	24/6	\$ 124.77	\$ 163.81	\$ 3,977.34
FM	48/12	\$ 120.56	\$ 158.30	\$ 7,686.48
JL	48/12	\$ 107.66	\$ 141.35	\$ 6,863.88
JL	48/12	\$ 107.66	\$ 141.35	\$ 6,863.88
AP-5	48/12	\$ 95.33	\$ 125.18	\$ 1,906.60
AP-5	48/12	\$ 95.33	\$ 125.18	\$ 6,078.00
Total				\$37,547.58

Equipment	Hrs.	Rate	Total
55' Bucket	60	\$ 40.98	\$ 2,458.80
55' Bucket	60	\$ 40.98	\$ 2,458.80
Digger	60	\$ 32.53	\$ 1,951.80
Pole Trailer	60	\$ 5.95	\$ 357.00
Pick-up	60	\$ 10.73	\$ 643.80
Pick-up	30	\$ 10.73	\$ 321.90
Air Comp.	60	\$ 5.92	\$ 355.20
Mat. Trailer	60	\$ 2.47	\$ 148.20
Total			\$ 8,695.50

Additional Scope #2, Hole Drilling (0704)

Price/Hole:	¾ of a Manhour
Hourly JL Rate:	\$ 107.66
75% of HL Rate:	\$ 80.75

Loc.	Holes Drilled	Unit Rate	Total	Loc.	Holes Drilled	Unit Rate	Total
5	8	\$ 80.75	\$ 646.00	19	2	\$ 80.75	\$ 161.50
6	4	\$ 80.75	\$ 322.00	21	5	\$ 80.75	\$ 403.75
7	6	\$ 80.75	\$ 484.50	23	5	\$ 80.75	\$ 403.75
8	8	\$ 80.75	\$ 646.00	24	3	\$ 80.75	\$ 242.25
9	4	\$ 80.75	\$ 322.00	26	3	\$ 80.75	\$ 242.25
10	3	\$ 80.75	\$ 242.25	27	1	\$ 80.75	\$ 80.75
11	8	\$ 80.75	\$ 646.00	28	4	\$ 80.75	\$ 322.00
12	5	\$ 80.75	\$ 403.75	29	7	\$ 80.75	\$ 565.25
13	2	\$ 80.75	\$ 161.50	30	5	\$ 80.75	\$ 403.75
14	8	\$ 80.75	\$ 646.00	31	8	\$ 80.75	\$ 646.00
15	3	\$ 80.75	\$ 242.25	32	9	\$ 80.75	\$ 726.75
16	3	\$ 80.75	\$ 242.25	34	8	\$ 80.75	\$ 646.00
17	3	\$ 80.75	\$ 242.25	35	8	\$ 80.75	\$ 646.00
18	3	\$ 80.75	\$ 242.25				
Total							\$10,982.00

Additional Scope #3, Temporary Shoe-fly (0704)

Labor	\$ 12,515.86
Equipment	\$ 2,898.50
Grand Total	\$ 15,414.36

Labor	Hrs.	ST Rate	OT Rate	Total
GF	8/2	\$ 124.77	\$ 163.81	\$ 1,325.78
FM	16/4	\$ 120.56	\$ 158.30	\$ 2,562.16
JL	16/4	\$ 107.66	\$ 141.35	\$ 2,287.96
JL	16/4	\$ 107.66	\$ 141.35	\$ 2,287.96
AP-5	16/4	\$ 95.33	\$ 125.18	\$ 2,026.00
AP-5	16/4	\$ 95.33	\$ 125.18	\$ 2,026.00
Total				\$12,515.86

Equipment	Hrs.	Rate	Total
55' Bucket	20	\$ 40.98	\$ 819.60
55' Bucket	20	\$ 40.98	\$ 819.60
Digger	20	\$ 32.53	\$ 650.60
Pole Trailer	20	\$ 5.95	\$ 119.00
Pick-up	20	\$ 10.73	\$ 214.60
Pick-up	10	\$ 10.73	\$ 107.30
Air Comp.	20	\$ 5.92	\$ 118.40
Mat. Trailer	20	\$ 2.47	\$ 49.40
Total			\$ 2,898.50

Additional Scope #4, Burger King Transformer (0704)

Labor	\$ 31,289.65
Equipment	\$ 7,246.25
Grand Total	\$ 38,535.90

Labor	Hrs.	ST Rate	OT Rate	Total
GF	20/5	\$ 124.77	\$ 163.81	\$ 3,314.55
FM	40/10	\$ 120.56	\$ 158.30	\$ 6,405.40
JL	40/10	\$ 107.66	\$ 141.35	\$ 5,719.90
JL	40/10	\$ 107.66	\$ 141.35	\$ 5,719.90
AP-5	40/10	\$ 95.33	\$ 125.18	\$ 5,065.00
AP-5	40/10	\$ 95.33	\$ 125.18	\$ 5,065.00
Total				\$31,289.65

Equipment	Hrs.	Rate	Total
55' Bucket	50	\$ 40.98	\$ 2,049.00
55' Bucket	50	\$ 40.98	\$ 2,049.00
Digger	50	\$ 32.53	\$ 1,626.50
Pole Trailer	50	\$ 5.95	\$ 297.50
Pick-up	50	\$ 10.73	\$ 536.50
Pick-up	50	\$ 10.73	\$ 268.25
Air Comp.	50	\$ 5.92	\$ 296.00
Mat. Trailer	50	\$ 2.47	\$ 123.50
Total			\$ 7,246.25

Additional Scope #5, 4kV-26kV Various Locations (0704, 0702)

Labor	\$ 25,031.72
Equipment	\$ 5,797.00
M.O.T.	\$ 3,500.00
Grand Total	\$ 34,328.72

Labor	Hrs.	ST	OT	Total
GF	16/4	\$ 124.77	\$ 163.81	\$ 2,651.56
FM	32/8	\$ 120.56	\$ 158.30	\$ 5,124.32
JL	32/8	\$ 107.66	\$ 141.35	\$ 4,575.92
JL	32/8	\$ 107.66	\$ 141.35	\$ 4,575.92
AP-5	32/8	\$ 95.33	\$ 125.18	\$ 4,052.00
AP-5	32/8	\$ 95.33	\$ 125.18	\$ 4,052.00
Total				\$25,031.72

Equipment	Hrs.	Rate	Total
55' Bucket	40	\$ 40.98	\$ 1,639.20
55' Bucket	40	\$ 40.98	\$ 1,639.20
Digger	40	\$ 32.53	\$ 1,301.20
Pole Trailer	40	\$ 5.95	\$ 238.00
Pick-up	40	\$ 10.73	\$ 429.20
Pick-up	20	\$ 10.73	\$ 214.60
Air Comp.	40	\$ 5.92	\$ 236.80
Total			\$ 5,797.00

Sub	Days	Rate	Total
M.O.T.	2	\$1,750.00	\$3,500.00

Additional Scope #6, 26kV-4kV Step-Down Transformers (0704)

Labor	\$ 18,773.79
Equipment	\$ 4,347.75
Grand Total	\$ 23,121.54

Labor	Hrs.	ST	OT	Total
GF	12/3	\$ 124.77	\$ 163.81	\$ 1,988.67
FM	24/6	\$ 120.56	\$ 158.30	\$ 3,843.24
JL	24/6	\$ 107.66	\$ 141.35	\$ 3,431.94
JL	24/6	\$ 107.66	\$ 141.35	\$ 3,431.94
AP-5	24/6	\$ 95.33	\$ 125.18	\$ 3,039.00
AP-5	24/6	\$ 95.33	\$ 125.18	\$ 3,039.00
Total				\$18,773.79

Equipment	Hrs.	Rate	Total
55' Bucket	30	\$ 40.98	\$ 1,229.40
55' Bucket	30	\$ 40.98	\$ 1,229.40
Digger	30	\$ 32.53	\$ 975.90
Pole Trailer	30	\$ 5.95	\$ 178.50
Pick-up	15	\$ 10.73	\$ 160.95
Pick-up	30	\$ 10.73	\$ 321.90
Air Comp.	30	\$ 5.92	\$ 177.60
Total			\$ 4,347.75

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
Sr. Operations Manager

