

FIRST AMENDMENT TO WORK ORDER NO. 1

Additional Construction Services for the 1W13 Feeder Hardening

FIRST AMENDMENT TO WORK ORDER NO. 1 for System Hardening and Reliability Improvements ("Amendment" hereafter) is made on the day of _____ 2020, 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: **Phase 1 – 1W13 Hardening** (the "Project"). The Project is more specifically described in the plans prepared by Power Engineers dated 10/16/2019 which are incorporated herein by reference.

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 140 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 \$ 125,512.16. 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 Jean St. Simon, phone: 561-586-1699; email: jstsimon@lakeworth.org.

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. 1 is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated August 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have made and executed this First Amendment to Work Order No. 1 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney
/mpa

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: The L.E. Myers Co.

[Corporate Seal]

By: _____
Print Name: RAYMOND RICHARDS
Title: DISTRICT MANAGER

STATE OF Florida)
COUNTY OF Lake)

The foregoing instrument was acknowledged before me this 23rd day of December 2019 by Raymond Richards District Manager (title), of The L.E. Myers Co., a Florida corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: Elizabeth Sue Griffiths
My commission expires: 2/7/22



EXHIBIT "1"
Contractors Change Order



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

CHANGE ORDER

Project Number: SH1802 **Contractor:** The L.E. Myers Co.

Project Name: Phase 1 – 1W13 System Hardening

Change Order Number: 1

Change Order Effective Date: _____ **Contractor Phone:** 407-466-4663

Change Order Type: Lump Sum **Existing Purchase Order Number:** 180429

Description of Change:

Additional work to complete Phase 1 – 1W13 System Hardening - See attached Change Order Log

Item No.	Description	Qty	Unit	Unit Price	Increase in Contract Price
1	Change Order #1- Loss time from 9-16-19 to 9-20-19 for engineering rework and supply changes to new engineering specs.	1	LS		\$12,354.08
2	Change Order #2- Change in scope of work. Engineering redesign of West Circuit #13	1	LS		\$33,000
3	Change Order #3- 32 poles revisited for unavailable materials per unit price \$2504.94.	32	EA	\$2,504.94	\$80,158.08
4					
5					
6					
7					
8					
9					
10					
	Total Amount:				\$ 125,512.16

Price of Original Contract: \$1,585,278.42 (authorized by Commission on 4/2/19 Agenda Item (# 13.E.1)

Current Price of Contract (including Change Orders): \$1,585,278.42

Price of Current Change Order: \$ 125,512.16

New Contract Price: \$1,710,790.58

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

Contract Time Change:

No Change Extended Decreased by 140 work 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)

[Signature] DISTRICT MANAGER 12-23-19
Contractor Representative (Signature) Title Date

Approved by: [Signature] 12/23/19
Director Date



IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. 1 to the Phase 1 – 1W13 Hardening Project on _____, 2020.

CITY OF LAKE WORTH BEACH, FLORIDA


By: _____

ATTEST:

Deborah M. Andrea, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney





The L.E. Myers Company
 24925 State Road 46
 Sorrento, FL 32776
 (352) 735-8432

INVOICE

LEM CONTRACT #: 33592
 STATE CODE: 10 R/A 1840

INVOICE #: 1700161
 DATE: September 27, 2019

CUSTOMER NAME: City of Lake Worth Beach
 CUSTOMER #: 518210
 CONTRACT/PO #: 18-206
 JOB NAME: System Hardening & Reliability Improvements
 WR /WO #: 1

CUSTOMER CONTACT INFO
 City of Lake Worth Beach
 1900 2nd Avenue North
 Lake Worth Beach, FL 33460
 pnicholas@lakeworthbeachfl.gov

ORIGINAL CONT/PO/CO AMOUNT: \$ 1,585,278.42 PROJECT % COMPLETE: _____

DETAILS / DESCRIPTION OF WORK COMPLETED FOR THIS INVOICE:

Change Order- Loss time from 9-16-19 to 9-20-19 for engineering rework and supply changes to new engineering specs.

% OF WORK COMPLETED THIS INVOICE: _____

TOTAL INVOICE AMOUNT: \$ 12,354.08

RETAINAGE AMOUNT: _____

CURRENT AMOUNT DUE: \$ 12,354.08

REMIT TO ADDRESS: 22386 NETWORK PLACE, CHICAGO, IL 60673-1223 < TERMS: NET 15 DAYS >

PRIOR INVOICE SUMMARY:

INVOICE #	% COMPLETE	AMOUNT
1700153	0%	\$ 79,263.92
x	0%	
x	0%	\$ -
x	0%	\$ -
x	0%	\$ -
x	0%	\$ -
x	0%	\$ -
x	0%	\$ -
x	0%	\$ -
x	0%	\$ -
TOTAL:	5%	\$ 79,263.92

CHANGE ORDER SUMMARY:

INVOICE #	CO #	AMOUNT
x	x	\$ -
x	x	\$ -
x	x	\$ -
x	x	\$ -
x	x	\$ -
x	x	\$ -
x	x	\$ -
x	x	\$ -
x	x	\$ -
TOTAL:		\$ -



The L.E. Myers Company
 24925 State Road 46
 Sorrento, FL 32776
 (352) 735-8432

INVOICE

LEM CONTRACT #: 33592
 STATE CODE: 10 R/A 1840

INVOICE #: 1700167
 DATE: November 13, 2019

CUSTOMER NAME: City of Lake Worth Beach
 CUSTOMER #: 518210
 CONTRACT/PO #: 18-206
 JOB NAME: System Hardening & Reliability Improvements
 WR /WO #: 1

CUSTOMER CONTACT INFO
 City of Lake Worth Beach
 1900 2nd Avenue North
 Lake Worth Beach, FL 33460
 pnicholas@lakeworthbeachfl.gov

ORIGINAL CONT/PO/CO AMOUNT: \$ 1,585,278.42

PROJECT % COMPLETE: _____

DETAILS / DESCRIPTION OF WORK COMPLETED FOR THIS INVOICE:

Change Order #2- Change in scope of work. Engineering redesign of West Circuit #13.

% OF WORK COMPLETED THIS INVOICE: _____

TOTAL INVOICE AMOUNT: _____ \$ **33,000.00**

RETAINAGE AMOUNT: _____

CURRENT AMOUNT DUE: \$ 33,000.00

REMIT TO ADDRESS: 22386 NETWORK PLACE, CHICAGO, IL 60673-1223 < TERMS: NET 15 DAYS >

PRIOR INVOICE SUMMARY:

INVOICE #	% COMPLETE	AMOUNT
1700153	5%	\$ 79,263.92
1700159	10%	\$ 158,527.84
1700166	20%	\$ 317,055.68
x	0%	\$ -
x	0%	\$ -
x	0%	\$ -
x	0%	\$ -
x	0%	\$ -
x	0%	\$ -
TOTAL:	35%	\$ 554,847.44

CHANGE ORDER SUMMARY:

INVOICE #	CO #	AMOUNT
1700161	1	\$ 12,354.08
x	x	\$ -
x	x	\$ -
x	x	\$ -
x	x	\$ -
x	x	\$ -
x	x	\$ -
x	x	\$ -
TOTAL:		\$ 12,354.08



The L.E. Myers Company
 24925 State Road 46
 Sorrento, FL 32776
 (352) 735-8432

INVOICE

LEM CONTRACT #: 33592
 STATE CODE: 10 R/A 1840

INVOICE #: 1700168
 DATE: November 13, 2019

CUSTOMER NAME: City of Lake Worth Beach
 CUSTOMER #: 518210
 CONTRACT/PO #: 18-206
 JOB NAME: System Hardening & Reliability Improvements
 WR /WO #: 1

CUSTOMER CONTACT INFO
 City of Lake Worth Beach
 1900 2nd Avenue North
 Lake Worth Beach, FL 33460
 pnicholas@lakeworthbeachfl.gov

ORIGINAL CONT/PO/CO AMOUNT: \$ 1,585,278.42 PROJECT % COMPLETE: _____

DETAILS / DESCRIPTION OF WORK COMPLETED FOR THIS INVOICE:

Change Order #3- 32 poles revisited for unavailable materials per unit price \$2504.94.

% OF WORK COMPLETED THIS INVOICE: _____

TOTAL INVOICE AMOUNT: _____ \$ **80,158.08**

RETAINAGE AMOUNT: _____

CURRENT AMOUNT DUE: \$ 80,158.08

REMIT TO ADDRESS: 22386 NETWORK PLACE, CHICAGO, IL 60673-1223 < TERMS: NET 15 DAYS >

PRIOR INVOICE SUMMARY:			CHANGE ORDER SUMMARY:		
INVOICE #	% COMPLETE	AMOUNT	INVOICE #	CO #	AMOUNT
1700153	5%	\$ 79,263.92	1700161	1	\$ 12,354.08
1700159	10%	\$ 158,527.84	1700167	2	\$ 33,000.00
1700166	20%	\$ 317,055.68	x	x	\$ -
x	0%	\$ -	x	x	\$ -
x	0%	\$ -	x	x	\$ -
x	0%	\$ -	x	x	\$ -
x	0%	\$ -	x	x	\$ -
x	0%	\$ -	x	x	\$ -
x	0%	\$ -	x	x	\$ -
TOTAL:	35%	\$ 554,847.44	TOTAL:		\$ 45,354.08