

THIRD AMENDMENT TO TASK ORDER NO. 3

Additional Design Services for the 100% Design for the Main Substation Control House Protection and Control Upgrade

THIRD AMENDMENT TO TASK ORDER No. 3 ("Amendment") is made on _____, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **TEAMWORKnet, Inc.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide additional design services as identified herein and generally described as: **Plan revisions associated with site plan modifications for the Main Yard Substation Control House** (the "Project"). The Project is described in the Consultant's Proposal, dated 6/10/2021, and is attached hereto as Exhibit "A" and incorporated herein.

2.0 Scope

Under this Amendment, the Consultant will provide professional engineering services; site plan and plan revisions associated with relocating the main yard control house, for the City as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "A"**.

3.0 Schedule

The services to be provided under this Amendment shall be completed within 90 calendar days from the City's approval of this Amendment or the issuance of a Notice to Proceed.

4.0 Compensation

This Amendment is issued for a lump sum, not to exceed amount, of \$ 85,190.00. 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 **Robert Farkas, P.E.**, phone: **813-951-6288**; email: **rfarkas@teamworknet.com**; and, the Project Manager for the City is **David Martyniuk**, phone: **561-586-1629**; email: **DMartyniuk@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 Commission. None of the provisions contained in this Amendment may be modified or altered except by written instrument executed by both parties.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Task Order No. 3 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Deborah M. Andrea, 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: **TeamworkNET Inc.**

By: Paul D. Gates

[Corporate Seal]

Print Name: Paul D. Gates

Title: CEO

STATE OF FL)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 14th day of June, 2021, by Paul D. Gates, who was physically present, as CEO (title), of **TeamworkNET, Inc.**, which is 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

Darlene E. Sommars
Print Name: Darlene E. Sommars
My commission expires: Apr 9, 2023

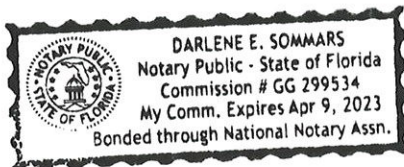


EXHIBIT "A"
Consultant's Proposal

June 10, 2021

David Martyniuk
Transmission and Substation Engineer
City of Lake Worth Beach Electric Utility
1900 2nd Ave North
Lake Worth, FL 33461

**PROPOSAL & QUOTATION: Main Substation Control House
Task Order #3 – Amendment #3
Control House Relocation**

Dear Mr. Martyniuk:

TEAMWORKnet, Inc. (TWN) is pleased to provide the City of Lake Worth Beach Utilities (CLWBU) this Amendment #3 to the existing Task Order #3 for Professional Engineering Services associated with the Relocation of the New Control House for the City's Main Substation.

This work is to be performed per TEAMWORKnet's Continuing Contract for Professional Services (# 18-303). Our proposal includes the following scope of work:

SCOPE OF WORK:

1. TWN to work with and subcontract BHI Energy for Ground Penetrating Radar (GPR) exploration and analysis of findings. Findings shall be shared with CLWBU via detailed drawings: PDF and AutoCAD.
2. TWN to work with and subcontract BHI Energy for Civil Design associated with the new location of the Main Yard Substation Control House. Civil Design scope includes the following services:
 - a. Geotechnical Cone Penetration Test (CPT) in newly proposed area
 - b. Inspect/review retaining wall adjacent to newly proposed area
 - c. Design building foundation and clearance from retaining wall based on PRELIMINARY loading information from others
 - d. Coordination with building manufacturer as needed

EXCLUDED SCOPE OF WORK:

1. Relay Settings
2. Field Commissioning Services
3. Construction Materials and Labor
4. Purchase of equipment and/or Software
5. Project Management of Subcontractors
6. Power System Modeling and Analysis

TERMS AND CONDITIONS:

1. No new electrical equipment, computer software, material or construction labor is included, except as noted above.
2. Expenses are included.
3. No taxes, work permit fees or licensing fees are included in our proposal.
4. This work will be done on a Not-To-Exceed (NTE) without prior written authorization basis.
5. This work will be performed Monday through Friday 8 a.m. to 6 p.m. If weekend or night shift work is required, TWN will provide modified rates.
6. Due to the nature of work performed at a customer's site, TWN crews reserve the right to delay work on electrical distribution equipment for reasons including, but not limited to, inclement weather, natural disaster/acts of God, any matter beyond TWN's control, any situation that violates TWN's Safety Policy, and/or unprepared or unavailable work areas. Delays in accomplishing work at a customer's site, not caused by TWN, will be brought to your immediate attention, assessed, and with authorization, TWN's On-Site rates will be charged for said delays.
7. No work shall commence until a Purchase Order (P.O.) is received by TWN. P.O.'s can be faxed to (863) 327-1091.
8. Billing will be monthly based on percentage of work completed or mutually agreed upon milestone schedule.
9. Terms are net thirty (30) days.
10. This proposal and quotation shall remain valid for ninety (90) days.

We look forward to working with the City of Lake Worth Beach Utilities on this project. Please feel free to call if you have any questions or require additional information.

Respectfully submitted,



Robert "Bo" Farkas, P.E.
VP – East Coast
Engineering & Operations

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3. TWN to provide detailed changes to our design drawing package associated with the newly proposed Control House location. Factors that are affected with the relocation include the following design/review:
 - a. Duct Bank Routing/Fill
 - b. Conduit Routing/Fill
 - c. Distances/Clearances/Supporting structures
 - d. Elevation changes within the Substation relative to new location
 - e. Grounding/Ground Grid Design to be extended/tied into existing in order to reduce the hazards of step and touch potentials
 - f. Turning radius/bollard needs within the Substation relative to new location
 - g. Control cable riser locations relative to building and interior tray/ceiling

Based on the above scope,

Our Professional Engineering Service Fee is:

\$85,190.00