



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**ELECTRIC UTILITY CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, AUGUST 31, 2021 - 6:00 PM**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:** led by Commissioner Sarah Malega

**AGENDA - Additions / Deletions / Reordering:**

**PRESENTATIONS:** (there is no public comment on Presentation items)

- A. Presentation by Southern Alliance for Clean Energy brought forward by Vice Mayor Robinson

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:**

- A. [July 27, 2021](#)

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

- A. [Deadline Letter for Solar Net Meter Accounts](#)
- B. [Resolution No. 56-2021 – modifying Resolution 70-2013 Section 4\(A\) - Refund of Residential Service Deposits](#)
- C. [Clarification of Ratification of First Amendment to Work Order No. 2 with Service Electric Company for additional construction services for the 138kV Transmission Static Line Project](#)

**NEW BUSINESS:**

- A. [Work Order No. 4 with Wilco Electrical LLC, for the installation of underground conduits for the 4A3S04 Feeder](#)
- B. [Work Order No. 9 with The L.E. Myers Co. for the construction of the 7th Ave N Substation](#)

**ADJOURNMENT:**

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

**MINUTES  
CITY OF LAKE WORTH BEACH  
ELECTRIC UTILITY CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, JULY 27, 2021  
IMMEDIATELY FOLLOWING  
THE CITY COMMISSION WORK SESSION**

The meeting was called to order by Mayor Resch on the above date at 6:35 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (1:33:48) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy (via Zoom) and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne (via Zoom).

**AGENDA - Additions/Deletions/Reordering:**

There were no changes to the agenda.

**PRESENTATIONS:** (1:34:22) (there is no public comment on Presentation items)

- A. Ocean Current Energy Update by Gabe Alsenas, Director of Southeast National Marine Energy Center (SNMREC) at Florida Atlantic University (1:34:26)
- B. Customer Service Presentation on Customer Payments and Service Requests (2:19:42)

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:** (3:03:13)

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve the following minutes:

- A. June 29, 2021

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

There were no Consent Agenda items on the agenda.

**PUBLIC HEARINGS:**

There were no Public Hearings on the agenda.

**UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**NEW BUSINESS:** (3:03:23)

A. First Amendment to Agreement with Trench Limited for outdoor, single-phase, combined current & voltage metering class transformer units (3:03:24)

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve the First Amendment to Agreement with Trench Limited for outdoor, single-phase, combined current & voltage metering class transformer units.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

B. Agreement with G&W Electric Company for Three-Phase solid dielectric multiway switch with Automatic Transfer package (3:06:06)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Agreement with G&W Electric Company for Three-Phase solid dielectric multiway switch with Automatic Transfer package.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

C. Agreement with SPX Transformer Solutions for the purchase of two (2) 138kV to 26kV step-down power transformers (3:07:09)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Agreement with SPX Transformer Solutions for the purchase of two (2) 138kV to 26kV step-down power transformers.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

**ADJOURNMENT:** (3:13:57)

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to adjourn the meeting at 8:15 PM.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

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Betty Resch, Mayor

ATTEST:

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Melissa Ann Coyne, City Clerk

Minutes Approved: August 31, 2021

Item time stamps refer to the recording of the meeting which is available on YouTube.

# **EXECUTIVE BRIEF ELECTRIC UTILITY MEETING**

**AGENDA DATE:** August 31, 2021

**TITLE:**

Deadline Letter for Solar Net Meter Accounts

**SUMMARY:**

This letter will act as a last and Final Notification to our Net Meter Customers that have not yet submitted their required Solar System Interconnection Agreement documents.

**BACKGROUND AND JUSTIFICATION:**

In June of 2019, the City Commission approved changes to the City's Electric Utility Net Meter Program. The changes included a requirement that all net metered customers enter into an Interconnection Agreement with the City as required by Florida Statutes and submit other required documentation regarding their solar installation. The deadline for submission was December 31, 2019. As of the date of this meeting, there are still Customers that have not yet submitted the required Installation Agreement and associated documents.

**MOTION:**

Move to approve/disapprove the Deadline Letter for Solar System Net Meter customers who have not yet submitted all of their required documents.

**ATTACHMENT(S):**

Fiscal Impact Analysis - N/A  
Deadline letter for Solar Net Meter Accounts



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

## **ATTENTION PROPETY OWNER:**

**YOUR SOLAR INSTALLATION WILL BE DISCONNECTED FROM THE CITY OF LAKE WORTH BEACH'S ELECTRIC UTILITY SYSTEM IF YOU DO NOT TAKE PROMPT ACTION.**

FAILURE TO TAKE PROMPT ACTION MAY ALSO RESULT IN YOUR SOLAR INSTALLATION BEING DENIED RE-CONNECTION TO THE CITY OF LAKE WORTH BEACH ELECTRIC UTILITY SYSTEM.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Date \_\_\_\_\_

RE: Notice of Disconnection of Your Solar Installation from Lake Worth Beach Electric Utility System

Dear Customer,

In June of 2019, the City Commission of the City of Lake Worth Beach approved changes to the City's Electric Utility Net Metering Program. The changes included a requirement that all net metered customers enter into an Interconnection Agreement with the City as required by Florida Statutes and submit other required documentation regarding their solar installation.

As the owner of a solar installation connected to the City's Electric Utility, you are required by the City's Net Metering Program and Florida Statutes to enter an Interconnection Agreement with the City and submit other required documentation. In July of 2019, the City's Electric Utility sent you a certified letter explaining the Net Metering Program and all requirements. A copy of the standardized Interconnection Agreement was included with the letter. The deadline for you to submit the signed Interconnection Agreement and other documentation was extended to December 31, 2019. As of the date of this letter and after additional efforts by the City's Electric Utility to reach you, the City has not received the signed Interconnection Agreement or other required documents from you. As of today, your solar installation system is operating in violation of the City's Net Metering Program and Florida Statutes.

As you may know, there is cap on the total capacity currently authorized under the Lake Worth Beach Net Metering Program and a waiting list is growing for customers who desire to lawfully interconnect with the City's Electric Utility. The City Commission has now set a new deadline for you to comply with City's Net Metering Program, **which deadline is 60 days from the date of this letter**. If you fail to provide all of the required documents within 60 days of the date of this letter (including the signed Interconnection Agreement), you must disconnect your solar installation at the meter or ensure that it is no longer connected to the City's electric utility grid. If not, the City will turn your system off and install a padlock.

Further, if you fail to provide all of the required documents within 60 days of the date of this letter (including the signed Interconnection Agreement), you will be placed on a waiting list to re-apply for the Net Metering Program and you will be required to bring your solar installation into compliance with all Net Metering Program requirements before you can resume operating of your solar installation while interconnected to the City's Electric Utility.

**Please contact Joel Rutsky at 561-586-1725 or [jrutsky@lakeworthbeachfl.gov](mailto:jrutsky@lakeworthbeachfl.gov) . He will answer any questions you have and work with you by phone to fill out and submit the required forms.**

Lake Worth Beach Electric Utility Department

# **EXECUTIVE BRIEF ELECTRIC UTILITY MEETING**

**AGENDA DATE:** August 31, 2021

**TITLE:**

Resolution No. 56-2021 – modifying Resolution 70-2013 Section 4(A) - Refund of Residential Service Deposits

**SUMMARY:**

Resolution 56-2021 proposes to amend resolution 70-2013, Section 4(A), “Refund of Residential Service Deposits”, to no longer refund residential deposits for service to customers who are not the property owner until the applicable utility service(s) are terminated; the final bill is paid in full; and, any other indebtedness to the City is paid in full.

**BACKGROUND AND JUSTIFICATION:**

Under City Resolution 70-2013 service deposits for residential accounts are returned after 12 months of good payment history and after 25 months of service; whereas, commercial account deposits are not returned until service is terminated and the final bill has been paid in full. According to the City’s records of accounts sent to third-party collections, 80% of the City’s unpaid utility balances are due to customers who are not the property owner, which are typically residential tenants. For calendar year 2020, a total of \$367,524 was referred to the City’s third-party collections contractor, of which over \$300,000 was due to unpaid balances on utility accounts of residential tenants.

Resolution 56-2021, would eliminate the refund of service deposits for residential accounts when the accounts are known by the City to be in the name of a residential tenant and not the property owner. The City would maintain its current efforts to enforce utility liens against residential and commercial property owners who fail to pay their final utility bill.

**MOTION:**

Move to approve/disapprove Resolution 56-2021, Modification of Resolution 70-2013 Section 4(A) - Refund of Residential Service Deposits.

**ATTACHMENT(S):**

Fiscal Impact Analysis - N/A  
Resolution 56-2021  
Resolution 70-2013

**RESOLUTION NO. 56-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CITY RESOLUTION NO. 70-2013 TO ELIMINATE THE RETURN OF UTILITY DEPOSITS TO RESIDENTIAL CUSTOMERS WHO ARE NOT THE PROPERTY OWNER; PROVIDING THAT CONFLICTING RESOLUTIONS ARE REPEALED; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City previously adopted City Resolutions Nos. 1-98; 56-98; 2-2001; 65- 2007; 18-2008; and 70-2013, which established rules governing utility deposits for water, sewer, and electric and other related matters; and

**WHEREAS**, under City Resolution No. 70-2013, the City returns utility deposits to residential customers after 12 months of good payment history and after 25 months of service; and

**WHEREAS**, under City Resolution No. 70-213, commercial account deposits are not returned until service is terminated and the final bill has been paid in full; and

**WHEREAS**, the City is incurring substantial cost for unpaid utility accounts of which 80% is due to residential customers who are not the property owner (i.e., residential tenants);

**WHEREAS**, unpaid utility accounts incurred by customers who are known residential tenants cannot create a lien on the underlying properties under section 180.135, Florida Statutes; and

**WHEREAS**, unpaid utility accounts incurred by customers who are the residential property owners create a lien on the underlying properties, which liens remain on the properties until paid in full; and

**WHEREAS**, the City desires to reduce the unpaid utility accounts and third-party collection efforts by eliminating the return of residential deposits under City Resolution No. 70-2013 to residential tenants; and

**WHEREAS**, the City finds amending City Resolution No. 70-2013 related to utility deposits is in the best interests of the City and serves a valid public purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE WORTH BEACH, FLORIDA, that:**

**Section 1.** Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** Amendment. City Resolution No. 70-2013 is amended as follows (deleted text is repealed and underlined text is added):

Section 4. Refund of Residential Service Deposits.



- (A) If an account is in the name of the property owner, the Residential service deposits shall be refunded to the property owner depositor(s) after a continuous service period of twenty-five (25) months provided that the property owner customer has a satisfactory payment record; the property owner customer has not, in the previous twelve (12) months, made more than one (1) late payment of a bill; had a check returned for non-payment of a utility bill; has not engaged in any Illegal Use; left an unpaid balance from a previous account; and, does not have any other indebtedness to the City.
  
- (B) Refund of a deposit for an active utility account(s) shall be in the form of a credit to the corresponding account(s). Refund of deposit for closed accounts will be in the form of a check payable to the property owner named on the account being closed~~the person or persons who established said utility deposit~~. In the event of a deceased depositor, refund will be to the estate or pursuant to Court order.

**Section 3.** Conflicts. All resolutions in conflict herewith are hereby repealed.

**Section 4.** Effective Date. This Resolution shall become effective upon its adoption.

The passage of this resolution was moved by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Herman Robinson
- Commissioner Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Kim Stokes

The Mayor thereupon declared this resolution duly passed and adopted on this 31st day of August 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

RESOLUTION NO. 70-2013 OF THE CITY OF LAKE WORTH, FLORIDA, ESTABLISHING UTILITY DEPOSIT REQUIREMENTS AND REFUNDS; PROVIDING FOR INTEREST PAYMENTS ON ALL DEPOSITS; PROVIDING THAT CONFLICTING RESOLUTIONS ARE REPEALED; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City previously adopted City resolution 1-98; 56-98; 2-2001; 65-2007; and, 18-2008, which established rules governing utility deposits for water, sewer and electric and other related matters; and,

WHEREAS, the City has entered into a contract with ONLINE Information Services, Inc., to assist the City in determining the appropriate residential deposit for utility service based on an applicant's credit history and other factors; and,

WHEREAS, in entering said contract, the City has reviewed its existing resolution governing utility deposits and found that it needs to revise the rules governing utility deposits to be consistent with the contract; and,

WHEREAS, the City now desires to revise its rules governing utility deposits; and,

WHEREAS, the City finds revising said rules related to utility deposits serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE WORTH, FLORIDA, that:

Section 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. Deposits.

(A) Generally

Before any person shall be entitled to utility service, he/she or the entity must pay a security deposit to the City unless specifically waived herein. Any security deposit may be applied by the City at any time in satisfaction of indebtedness for utility services which may be or become due to the City by the customer. After such application, the remainder thereof may be applied in discharge of any indebtedness of the customer to the City whatsoever and the City may use said deposit as if the City were the absolute owner thereof. This deposit shall not preclude the City from discontinuing, for non-payment, any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such services.

(8) Residential service

The initial service deposit for residential utility service in the name of an individual(s) shall be established by consumer information received from a centralized database containing credit and consumer data information pertaining to the payment history of utility bills and other services ("Consumer Information Check" hereafter). The source of the Consumer Information Check may be without limitation credit information, consumer information, credit scoring services, fraud detection, and criminal records provided by national credit reporting repositories, and national criminal record databases, and/or local county systems.

The Consumer Information Check will determine the amount, if any, of the deposit required to establish service. The specific amount of the deposit shall be as follows:

- (1) Individual(s) whose Consumer Information Check suggests a substantial risk of delinquency shall pay a deposit of two and one-half (2.5) times the average or estimated monthly billing at the location rounded to the nearest Fifty Dollars (\$50).
- (2) Individual(s) whose Consumer Information Check suggests a moderate risk of delinquency shall pay a deposit of one (1.0) times the average or estimated monthly billing for electric service and/or Fifty Dollars (\$50) for water service per unit.
- (3) Individual(s) whose Consumer Information Check suggests no risk of delinquency shall not be required to pay a deposit.

The risk of delinquency shall be established based on information revealed in the Consumer Information Check as reviewed by the city and/or its designee.

An individual(s) who fails to provide the proper identification as required on the application for service; who initially provides false information; or, who has no Consumer Information Check history, shall be charged the same deposit as those individual(s) whose Consumer Information Check suggests a high risk of delinquency.

Once service is established, the City reserves the right to update an individual(s) Consumer Information Check and require a deposit or an increase in the deposit if the updated Consumer Information Check reveals an increase in risk of delinquency. The customer shall be notified, in writing, of any deposit adjustment and/or amount due the City. The amount due, if any, shall be paid within thirty (30) days of notification. Failure to pay the additional deposit amount may result in disconnection of service.

The initial service deposit for residential utility service in the name of an entity (corporation, partnership, company, etc.) shall be as set forth below for Non-Residential (Commercial) General Service.

(C) Non-Residential (Commercial) General Service

Electric

The initial service deposit for electric utility service shall be the greater of Two Hundred Seventy Five Dollars (\$275) or two and one-half (2.5) times the monthly average or estimated bill rounded to the nearest Fifty Dollars (\$50).

Water and/or Sanitary Sewer

The service deposit for water and/or sanitary sewer service shall be the greater of Three Hundred Dollars (\$300) or two and one-half (2.5) times the monthly average or estimated bill rounded to the nearest Fifty Dollars (\$50).

No non-residential (commercial) electric or water/sewer deposit shall be waived. However, deposits for service to any unit of federal, state or local government are waived as are deposits for service to any organization having a valid State of Florida tax exempt certificate as long as such organization is assessed no more than one (1) delinquent late fee in the most recent twelve (12) month period.

In lieu of a cash deposit, a surety bond or an irrevocable letter of credit, as approved by the utility customer service manager or designee, may be accepted for non-residential (commercial) general service.

Section 3. Deposit Review/Adjustment Policy.

(A) Residential

In addition to the City's reserved right to periodically update an individual(s)' Consumer Information Check and revise the required residential deposit accordingly, the City shall require an adjustment of a residential deposit balance under the following circumstances:

1. One (1) disconnect for non-payment;
2. One (1) dishonored check;

3. Four (4) delinquent payments within current twelve (12) month period;
4. Balance due on a prior final bill;
5. Evidence of Illegal Use; or,
6. Any other evidence to suggest a higher risk of delinquency.

If any of the above exist, the residential account balance shall be adjusted to the amount required for an individual whose Consumer Information Check suggests a high risk of delinquency.

(8) Non-Residential (commercial) General Service.

The City shall require an adjustment of a non-residential deposit balance under the following circumstances:

1. One (1) disconnect for non-payment;
2. One (1) dishonored check;
3. Four (4) delinquent payments within current twelve (12) month period;
4. Balance due on a prior final bill; or,
5. Evidence of Illegal Use.

If any of the above exist, the non-residential account balance shall be adjusted to the amount equal to two and one-half (2.5) times the recent monthly average or estimated bill rounded to the nearest Fifty Dollars (\$50).

- (C) An existing customer may request a deposit status review and the review will be used to bring the account into compliance with the requirements herein.
- (D) The customer shall be notified, in writing, of any deposit adjustment and/or amount due the City. The amount due, if any, shall be paid within thirty (30) days of notification. Failure to pay the additional deposit amount may result in disconnection of service.

Section 4. Refund of Residential Service Deposits.

- (A) Residential service deposits shall be refunded to the depositor(s) after a continuous service period of twenty-five (25) months provided that the customer has a satisfactory payment record; the customer has not, in the previous twelve (12) months, made more than one (1) late payment of a bill; had a check returned for non-payment of a utility bill; has not engaged in any Illegal Use; left an unpaid balance from a previous account; and, does not have any other indebtedness to the City.
- (B) Refund of a deposit for an active utility account(s) shall be in the form of a credit to the corresponding account(s). Refund of deposit for closed accounts will be in the form of a check payable to the person or persons who established said utility deposit. In the event of a deceased depositor, refund will be to the estate or pursuant to Court order.

Section 5. Commercial Deposits - Non-refundable.

No commercial deposit shall be refunded until the service(s) are terminated; the final bill is paid in full; and, any other indebtedness to the City is paid.

Section 6. Interest on Deposits.

Deposits paid to and held by the City of Lake Worth shall accrue simple interest. The interest on the customer's deposit shall be effective after the customer's service and the deposit have been in existence for a continuous period of six (6) months.

The following procedure shall be utilized:

- (A) Deposit amounts shall be received and properly receipted in accordance with established procedures.
- (B) Each year, during the month of September, the City of Lake Worth shall establish the percentage rate to be applied on those monies on deposit on September 30 of that year. The percentage rate to be applied shall be based on the interest earned by the city for the deposits less a reasonable administrative fee for administration of the deposits. The city manager shall be vested with the authority to approve the percentage rate to be applied and associated administrative fee.
- (C) Each year during the month of October, the accrued interest shall be credited and applied. to the customer's account as payment towards the current bill. If the monies have not been on deposit for the entire year, the credit will be adjusted to reflect the actual number of months that the monies have been on deposit.

Section 7. Conflicting Resolutions Repealed.

All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 8. Effective Date.

This Resolution shall take effect immediately upon its passage.

The passage of this Resolution was moved by Vice Mayor Maxwell, seconded by Commissioner Szerdi, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	NAY
Commissioner Andy Amoroso	NAY
Commissioner John Szerdi	AYE

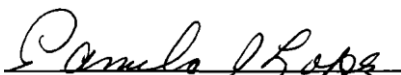
The Mayor thereupon declared this Resolution duly passed and adopted this 3rd day of December, 2013.

LAKE WORTH CITY COMMISSION

By: 

Pam Triolo, Mayor

ATTEST:

  
Pamela J. Lopez, City Clerk



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** August 31, 2021

**DEPARTMENT:** Electric

**TITLE:**

Clarification of Ratification of First Amendment to Work Order No. 2 with Service Electric Company for additional construction services for the 138kV Transmission Static Line Project

**SUMMARY:**

This item provides clarification on the August 17, 2021 approval to ratify the First Amendment to Work Order No. 2 with Service Electric Company (SEC).

**BACKGROUND AND JUSTIFICATION:**

On July 28th, 2020, the City Commission approved Work Order No. 2 to SEC (which was improperly titled as Work Order No. 1), for the 138kV Transmission Static Line Project. The scope of work for this project included replacement of the static line brackets, complete grounding and bonding of the static line and top damaged 138kV Transmission Line poles as needed. The work for this project was to be completed along both segments of the Tie-Line which are the Hypoluxo to Main and the Canal to Main segments, each offering different types of challenges. The cost of Work Order No. 2 was \$460,144.

At the time of the approving Work Order No. 2, it was known that additional work would be required to complete the project; however, the full extent and duration of the additional work would not be clear until the project started and SEC verified the field conditions. The additional work was initially identified as installation and removal of matting & blocking, rail way flaggers, Maintenance of Traffic (MOT) and vegetation management. A budget of \$250,000 was set up and included as part of FY21 SHRIP improvements to fund the anticipated additional work. **However, there was no approval from the City Commission for the additional work or expenditure of funds.**

Once SEC commenced the project under Work Order No. 2 and the extent of the additional work was revealed, the City made the decision to pursue the additional work on an emergency basis to avoid delays to the project and additional costs for re-mobilization. The additional work totaled \$257,855.

At the August 17, 2021 regular City Commission meeting, the first amendment to Work Order No. 2 was presented for ratification due to the additional work being done on an emergency basis. The City Commission approved the ratification; however, some of the comments made seemed to suggest that the ratification was only for \$7,855. The ratification was for the full First Amendment cost of \$257,855, which was only \$7,855 higher than the City's estimated cost of the additional work.

**MOTION:**

Move to approve/not approve the clarification on the ratification of the First Amendment to Work Order No. 2 with Service Electric Company for additional work for the 138kV Transmission Static Line Project in the amount not to exceed \$257,855.

**ATTACHMENT(S):**



Fiscal Impact Analysis  
First Amendment

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$257,855	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$257,855</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:** Funds have been identified in account No. 421-6034-531-63.15, Project No. SH1802 and Project SH2101.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH1801	\$830,688	\$246,999	-\$47,938	\$199,061
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2101	\$250,000	\$209,917	-\$209,917	\$0

**CONTRACT FOR 138kV UTILITY TRANSMISSION LINE REPAIRS,  
MAINTENANCE & NEW CONSTRUCTION  
FIRST AMENDMENT TO WORK ORDER NO. 2  
Transmission Static Line Repairs**

**FIRST AMENDMENT TO WORK ORDER No. 2** for 138kV Utility Transmission Line Repairs, Maintenance & New Construction ("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 **Service Electric Company**, 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 138kV Utility Transmission Line Repairs, Maintenance & New Construction project generally described as: **Additional work associated with the 138kV Transmission Static Line Project** (the "Project"). The Project is more specifically described in the proposal prepared by Service Electric Company, dated July 13<sup>th</sup>, 2021 and are incorporated herein by reference.

**2.0 Scope**

Under this Amendment, the Contractor will provide the City of Lake Worth Beach with additional construction, matting, Maintenance of Traffic (MOT), railroad flaggers and Right-of-Way (ROW) Vegetation Management services for the Project as specified in the **Contractor's proposal 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 **10** 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 **15** 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 **100** dollars (\$100 .00) for each day that expires after the time specified in this Amendment.

#### **4.0 Compensation**

This Amendment is issued for a lump sum, not to exceed amount of \$ 257,855.00. 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 Amendment by the City:

None

#### **5.0 Project Manager**

The Project Manager for the Contractor is Shane Niemann, phone: 352-231-9859; email: [sniemann@serviceelectricco.com](mailto:sniemann@serviceelectricco.com) ; and, the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: [pnicholas@lakeworthbeachfl.gov](mailto: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 Amendment is pursuant to the 138kV Utility Transmission Line Repairs, Maintenance & New Construction Contract for between the City of Lake Worth and the Contractor, dated **December 4, 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 Amendment to Work Order No. 1 to the 138kV Utility Transmission Line Repairs, Maintenance & New Construction 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:

Service Electric Company

By: James E. Bowen

[Corporate Seal]

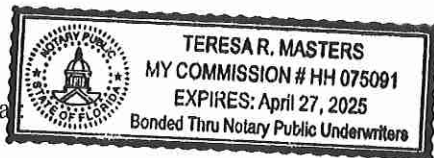
Print Name: James E. Bowen

Title: Sr. Vice-President

STATE OF Florida )  
COUNTY OF Lake )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 2<sup>nd</sup> day of August 2021, by James E. Bowen, as the Sr. VP [title] of Service Electric Co., a Corporation 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.

Notary Seal



Teresa R. Masters  
Notary Public Signature

**EXHIBIT "1"**  
**Contractors Proposal**



# SERVICE ELECTRIC Company

P.O. Box  
3656  
1631 East 25th Street  
Chattanooga, TN 37404  
Phone (423) 265-3161  
FAX (423) 265-3960

July 13, 2021

City of Lake Worth  
Attn: Paul Nicholas  
Transmission & Substation Engineering Manager  
Electric Utilities Department  
1900 2nd Ave. North  
Lake Worth, FL 33461

## Matting Breakdown

Type	# Mats	Estimated Days	Price	Totals
Wood	300	12	\$15/mat/day	\$ 54,000.00
Composites	700	12	\$15/mat/day	\$ 126,000.00
<i>Pricing per contract clarifications.</i>			<b>Matting Total</b>	<b>\$ 180,000.00</b>

## Flagging and MOT Breakdown

Type	Crews	Estimated Days	Price	Totals
Railroad Flaggers	2	12	\$1,300/crew/day	\$ 31,200.00
MOT	1	10	\$1,500/crew/day	\$ 15,000.00
ROW Vegetation	1	10	\$2,000 Mobilization + \$1,950/crew/day	\$ 21,500.00
<i>Cost Plus 15% per Contract</i>			<b>Subcontractor Total at Cost Plus 15%</b>	<b>\$ 77,855.00</b>

Total Work Change Proposal Amount: **\$257,855.00**



## **Clarifications**

- a) SEC assumes outages or hot-lines will be granted as needed. Any delays will be billed at the contracted labor and equipment rates.
- b) SEC has not reviewed all 114 transmission pole locations. As such, if matting is needed, matting would be supplied at **\$15/mat/day**. Pricing does not include any MOT signage, flagging or lane closures.
- c) Any third party expense (labor/material, etc.) will be billed at cost plus 15% against the lump sum pricing.
- d) Pricing is good for work to start and complete in 2020.
- e) Proposal is based on the City of Lake Worth to provide secure lay-down/show-up yard within 5 miles of line to serve as SEC's "show-up".
- f) Price assumes all permits (Egress and Ingress to the Right-of-Way, MOT, Environmental, etc.), if needed, will be obtained by the City of Lake Worth. No costs associated with permitting is included in SEC's pricing.
- g) Price above is calculated based upon one mobilization and one demobilization. Additional mobilizations will be subject to the extensions of the not-to-exceed pricing.
- h) Pricing does not include mandatory night or weekend work; none anticipated.
- i) Pricing does not include any ground rods or the cost to drive them.
- j) Pricing does not include any pole drilling or cost of pole tops or installation of pole tops (bird diverters, if needed).
- k) All pricing is submitted as daytime, work. The specific poles that were struck by lightning were viewed. Any double circuit or modified delta configuration may require an outage (on one circuit). If done at night, there would be an adder of \$1,800/night.

### **Shane W. Niemann, EI**

Project Manager  
SERVICE ELECTRIC *Company*  
P.O. Box 490420  
31729 Executive Blvd., Leesburg, FL 34749-0420  
[www.serviceelectricco.com](http://www.serviceelectricco.com)

Cell: 352-231-9859  
A Quanta Services Company | [www.quantaservices.com](http://www.quantaservices.com) | NYSE:PWR

# EXECUTIVE BRIEF

## ELECTRIC UTILITY MEETING

**AGENDA DATE:** August 31, 2021

**TITLE:**

Work Order No. 4 with Wilco Electrical LLC, for the installation of underground conduits for the 4A3S04 Feeder

**SUMMARY:**

Work Order No. 4 authorizes Wilco Electrical LLC, to provide construction services for the installation of three (3) underground conduits for the 4A3S04 Feeder at a cost not to exceed \$170,254. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

**BACKGROUND AND JUSTIFICATION:**

The City previously issued a Request for Proposals in 2018 (RFP 18-206) seeking proposals from qualified companies to build and construct numerous system hardening and reliability improvements on the City's Utility System. Wilco Electrical LLC., was one of six electrical contractors selected to provide these services. The term of this agreement is for (3) three years with (2) two additional single-year renewal options.

The 4A3S04 feeder provides 4kV power to approximately 233 businesses and residents along the south side of Lake Avenue from C Street to Dixie Highway and portions of the downtown area between Lake and Lucerne Avenue from Dixie Highway to M Street.

On January 19, 2021 the City Commission approved Work Order No. 6 to LE Myers to relocate the 4A3S04 feeder. The scope of work was to relocate a portion of the 4A3S04 overhead feeder which crossed both the Florida East Coast Railroad (FECR) tracks in addition to the 1017 Lake Avenue property to facilitate the start of construction for development of the Bohemian project. All work has been completed to date and the Bohemian Development Project is currently in construction.

Work Order No. 4 to Wilco Electrical LLC. authorizes for the installation of (3) three underground conduits which will cross the FECR tracks in addition to the 1017 Lake Avenue property. The work and scope of this project has been coordinated and approved by FECR in addition to the developer and Moss for the construction of the Bohemian project. Initially, one conduit will be used to convert a portion of the 4A3S04 from over-head to underground, leaving (2) two additional underground conduits for new feeders as needed to support the City's SHRIP initiative and future voltage conversion from 4kV to 26kV for this area.

**MOTION:**

Move to approve/disapprove Work Order No. 4 with Wilco Electrical LLC., to provide construction services for the installation of three (3) underground conduits for the 4A3S04 Feeder at a cost not to exceed \$170,254.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Work Order No. 4

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$170,254	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 \$170,254	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

**B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.15, Project No. SH2133.**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2133	\$500,000	\$240,336		-\$170,254	\$70,082

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT  
WORK ORDER NO. 4  
Undergrounding of 3S-04 Feeder**

**THIS WORK ORDER** for System Hardening and Reliability Improvements ("Work Order" 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 **Wilco Electrical LLC.**, 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: **Undergrounding & Relocation of 3S-04 Circuit** (the "Project"). The Project is more specifically described in the proposal prepared by Wilco Electrical LLC. dated May 7<sup>th</sup>, 2021 and the plans provided by CLWB Electric Utility Dept. attached hereto and incorporated herein as Exhibit "1".

**2.0 Scope**

Under this Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

**3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Work Order shall be within **70** calendar days from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **75** calendar days from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order 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 Work Order, 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 Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. 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 Work Order.**

#### **4.0 Compensation**

This Work Order is issued for a not to exceed amount of \$ 170,253.85 . 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 Work Order by the City: City will provide 28kV 1000 MCM AL cable.

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#### **5.0 Project Manager**

The Project Manager for the Contractor is Raul Zamarripa, phone: 772-473-5150; email: Raul@wilcollc.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 14 days as a minimum.

#### **7.0 Contractor's Representations**

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

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, 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 work order price within the Work Order 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 Work Order price, within the Work Order 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 Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order 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 Work Order 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 Work Order 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 Work Order 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 Work Order to the System Hardening and Reliability Improvements Agreement as of the day and year set forth above.

**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:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Wilco Electrical LLC.**

[Corporate Seal]



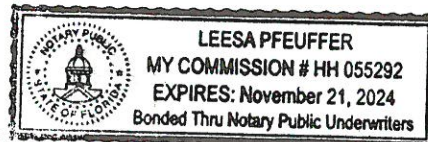
By: \_\_\_\_\_  
Print Name: Thomas Nemic  
Title: PRESIDENT

STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2021, by THOMAS NEMIC, who was physically present, as PRESIDENT (title), of The Wilco Electrical LLC., A Florida Corporation, 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

LEESA PFEUFFER Leesa Pfeuffer  
Print Name: LEESA PFEUFFER  
My commission expires: 11-21-24



Wilco Electrical llc  
 430 Business Park Way  
 Royal Palm Beach, Fl 33411

# Estimate

Date	Estimate #
5/7/2021	13679

Name / Address
City of Lake Worth Attn: Finanace Department 7 North Dixie Highway Lake Worth, Fl 33460

P.O. No.

Description	Qty	Rate	Total
Lump sum bid price to install 3-10" Steel casings 200' under FEC RR Tracks Line steel casing with 6" HDPE conduit, Bore additional 6" HDPE conduit to S H Street replace sidewalk flags if needed - supply MOT on S H Street Price includes price of steel casings and bore pipe Price includes pulling LWU provide feeder cable and building risers This quote is for the underground portion only OH quote will be furnished seperately	1	170,253.85	170,253.85
		<b>Total</b>	\$170,253.85



# **EXECUTIVE BRIEF ELECTRIC UTILITY MEETING**

**AGENDA DATE:** August 31, 2021

**TITLE:**

Work Order No. 9 with The L.E. Myers Co. for the construction of the 7th Ave N Substation

**SUMMARY:**

Work Order No. 9 authorizes The L.E. Myers Co. to provide construction services for the construction of the 7th Ave N Substation at a cost not to exceed \$1,361,398. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

**BACKGROUND AND JUSTIFICATION:**

The City previously issued a Request for Proposals in 2018 (RFP 18-206) seeking proposals from qualified companies to build and construct numerous system hardening and reliability improvements on the City's Utility System. The L.E. Myers Co., was one of six electrical contractors selected to provide these services. The term of this agreement is for (3) three years with (2) two additional single-year renewal options.

The existing 7th Ave N Substation is equipped with a single 26.4kV to 4.16kV step-down transformer, antiquated switchgear and ancillary equipment dating back to its original construction in the 1970's. The substation provides power to approximately 1,200 businesses and residents through (1) 26kV circuit and (2) 4kV circuits and also provides a back-up circuit to the Palm Beach State College.

The new substation will include modern switchgear, voltage regulation and other devices needed to provide improved reliability and power quality to customers, as well as an new control house.

Work Order No. 9 to The L.E. Myers Co. authorizes for the construction of the new 4-Bay 26kV substation. The work and scope of this project includes installation of foundations, bus structure assembly, new breakers, setting and wiring of the new 7th Ave N Control House and installation of ancillary components. The time-frame for completion of this project is approximately five months and will be coordinated between the L.E. Myers Distribution and Substation teams. Project benefits include, all new equipment, new relays and protective equipment to minimize outages, improve restoration time, reduce overloaded 4kV circuits and increase circuit reliability.

**MOTION:**

Move to approve/disapprove Work Order No. 9 with The L.E. Myers Co. to provide construction services for the construction of the 7th Ave N Substation at a cost not to exceed \$1,361,398.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Work Order No. 9

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$1,361,398	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$1,361,398</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.15, Project No. SH2110.**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2110	\$1,700,000	\$1,528,419		-\$1,361,398	\$167,021

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

**THIS WORK ORDER** for System Hardening and Reliability Improvements (“Work Order” 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: **7<sup>th</sup> Ave N Substation Construction** (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 Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contractor’s proposal attached hereto and incorporated herein as Exhibit "1"**.

**3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Work Order shall be within **150** calendar days from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **180** calendar days from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order 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 Work Order, 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 Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. 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 Work Order.

#### **4.0 Compensation**

This Work Order is issued for a not to exceed amount of \$ 1,361,397.36. 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 Work Order 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](mailto:RRichards@mygroup.com); and, the Project Manager for the City is David Martyniuk, phone: 561-586-1629; email: [Dmartyniuk@lakeworthbeachfl.gov](mailto:Dmartyniuk@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 Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, 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 work order price within the Work Order 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 Work Order price, within the Work Order 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 Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order 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 Work Order 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 Work Order 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 Work Order 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 Work Order 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: Jeff Webber

[Corporate Seal]

Print Name: JEFF WEBBER

Title: REGIONAL MANAGER

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 17th day of AUGUST 2021, by JEFFREY WEBBER, as the REGIONAL MANAGER [title] of **The 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 VIRGINIA DRIVER'S LICENSE 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.

Notary Seal



Therese Howell-Poitier  
Notary Public Signature

**EXHIBIT "1"**  
**Contractors Proposal**

# 7th AVE N SUBSTATION CONSTRUCTION

## PROJECT BID FORM

The undersigned proposes to furnish all tools, labor, supervision, equipment, services and materials (materials other than those furnished by CITY) for the proper completion of this project.

This job shall be worked in accordance with the drawings, conditions, requirements and instructions covered in the Specifications and oversight of the assigned construction lead.

### STRUCTURAL AND ELECTRICAL INSTALLATION

Bid for performing all work as described and broken down as follows:

See Below for Pricing Schedule

Steel Structures Installations	\$ _____
HV Breaker Installations	\$ _____
Regulator Installations	\$ _____
Phase Reactor Installations	\$ _____
Feeder Breaker Installations	\$ _____
Switch Installations	\$ _____
Bus Work Installations	\$ _____
Equipment Installations	\$ _____
Foundation Installations	\$ _____
Grounding Installations	\$ _____
Conduit/Cable Trench Installations	\$ _____



Animal Guards Installations	\$ _____
Control and Power Cables Installations	\$ _____
Fence Installation	\$ _____
Lightning Protection Installation	\$ _____
Lighting Installations	\$ _____
Control Building	\$ _____
Clearing	\$ _____
Miscellaneous	\$ _____
<b>Bid Price</b>	<b>\$ _____</b>

**UNIT PRICE SCHEDULE**

All prices shall be consistent with the pricing Agreement between the City and the Contractor. The City reserves the right to reject any project pricing bids if not in accordance to the agreed contract documents.

Steel Structures Installations	\$	18,295.21
HV Breaker Installations	\$	8,575.88
Regulator Installations	\$	<u>12,863.82</u>
Phase Reactor Installations	\$	12,863.82
Feeder Breaker Installations	\$	34,303.53
Switch Installations	\$	46,452.69
Bus Work Installations	\$	119,726.10
Equipment Installations	\$	93,651.30
Foundation Installations	\$	313,564.62
Grounding Installations	\$	99,939.09
Conduit/Cable Trench Installations	\$	53,623.40
Animal Guards Installations	\$	22,583.16
Control and Power Cables Installations	\$	61,197.58
Fence Installation	\$	157,806.00
Lightning Protection Installation	\$	32,249.82
Lighting Installations	\$	6,860.71
Control Building	\$	30,724.53
Clearing	\$	41,947.21
Miscellaneous	\$	194,168.88
<b>Bid Price</b>		<b><u>\$1,361,397.36</u></b>

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For additive or subtractive adjustments to certain specific work, the following net unit prices for both installation and material shall be used.

<u>SUBSTATION ITEMS</u>	<u>Unit Pricing</u>
Bus System (per foot)	\$ <u>120.00</u> _____
Equipment (each)	\$ <u>4,300.00</u> _____
Foundations (per rebar lbs. & concrete CY.)	\$ <u>1,500.00/CY</u> _____
Circuits (per foot)	\$ <u>10.00</u> _____
Conduits (per foot)	\$ <u>35.00</u> _____
Grounding (per foot)	\$ <u>40.00</u> _____
<b>Total Bid Price:</b>	<b>\$ _____</b>

**LIST OF SUB CONTRACTORS**

*Please list those Sub Contractors who may be used for this job.*

RW Harris-Foundations

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**The above project pricing proposal submitted by:**

The L.E. Myers Co.

COMPANY

407-466-4663      7/28/2021

Phone Number      Date

Raymond Richards - District Manager

Name and Title (Print)



Authorized Signature



**All contractors must submit Contractor Corporate Safety Assessments.**

**Contractor Corporate Safety Assessment**

Do you have a safety mission statement? Yes if yes, please state \_\_\_\_\_

At L.E. Myers, Safety Is Life. It sustains our employees, customers, and company, and is a core value. Our culture embraces constant innovation and improvement in our safety practices as the catalyst that sets us apart today, tomorrow, and beyond

Do you have annual safety goals? Yes If yes, your goals are: Our safety goals continue to be ZERO injury or harm to any employee. Our training, inspections, processes and procedures are in a continuous state of improvement and development to improve job safety performance across the Company. Safety is also tied to performance goals and is held as a core value above production or any other element of our business.

OSHA 200 Safety history for the most recent 3 years.  
Use the following formula for incident/accident rate:

$$\text{RATE} = \frac{\text{INJURIES X 200,000}}{\text{ACTUAL HOURS WORKED}}$$

Year	2021 YTD	2020	2019	2018
1.OSHA recordable incident rate .....	<u>1.20</u>	<u>1.52</u>	<u>1.29</u>	<u>2.11</u>
2.Number of recordable injury cases. ....	<u>6</u>	<u>13</u>	<u>13</u>	<u>23</u>
3.Lost time accident rate. ....	<u>0.40</u>	<u>0.47</u>	<u>0.20</u>	<u>0.55</u>
4.Number of lost time accidents .....	<u>2</u>	<u>4</u>	<u>2</u>	<u>6</u>
5.Total number of hours worked .....	<u>1,002,872</u>	<u>1,714,890</u>	<u>2,016,654</u>	<u>2,180,962</u>
6.Number of fatalities .....	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
7.Your Experience Modification Rate (EMR) . .	<u>.54</u>	<u>.49</u>	<u>.56</u>	<u>.57</u>

Has your company received an OSHA citation within the last 3 years? \_\_\_\_\_ If yes, explain the nature of each citation and list the citation amount. (Attach extra sheet if needed.)

The L.E. Myers Co. is a nationwide contractor that strives to provide its employees with a safe and healthy work environment. From time to time, OSHA inspects the Company's projects and at times, inspections have resulted in issued citations. Most are settled with reductions in classification and penalty. When deficiencies are noted, the Company takes appropriate actions to alleviate the potential for recurrence. If you require specific information regarding any OSHA citation, please contact our Corporate Safety Department at (847) 290-1891.

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Does your company have safety meetings for field employees? Yes

If so how often? Daily / Weekly

Do you conduct field safety inspections? Yes If so by whom? Safety Engineer & Field Management How often? 2-3 times per week.

Does your crew hold daily job briefings? Yes Are they recorded? Yes

How many hours of safety training/orientation are conducted for field personnel? New Hire Orientation 4-5 hours. Employees have OSHA 10 and OSHA 10 ET&D Field Leadership has OSHA 20 ET&D. Other safety technical training such as forklift, crane certification, aerial lift, and other training as required for task or operation. How often? Annual company, and quarterly OSHA ET&D updates. Other training is provided as required conducted in the field or in classroom settings. All employees receive First Aid, CPR and AED training.

Do you have a safety incentive program? Yes (details provided upon request).

Do you maintain inspection records on your equipment? Yes

Do you have a feedback system for safety concerns arising from hazard assessments/field inspections? Yes

If yes, Please

explain: All field inspections are recorded in a vendor (iAuditor) safety database. This data is used for trending and tracking of recurring issues. The completed inspections are shared with senior management when completed and a monthly report is provided to District Managers and above. The report captures corrective actions that may be required. The iAuditor results are provided to the top-level Company executives for review and are discussed quarterly by corporate management.

**Clarification/Exceptions**

Bidder must itemize below any clarifications or exceptions to the bid documents included herewith. In submitting a project pricing bid, bidder acknowledges acceptance and willingness to comply to these documents, including addenda receipt as specifically itemized.

If no clarifications or exceptions are made by bidder, bidder shall state so by writing "**NONE**" below.

**Addenda:**

The undersigned acknowledges the receipt of the following addenda, by number and date, and that their requirements have been included in this project pricing proposal.

Addendum No. Questions Answered #1 Dated: 7/21/2021

Addendum No. \_\_\_\_\_ Dated:

Addendum No. \_\_\_\_\_ Dated:

No work shall be started until fully executed Work Order issued in accordance to the City's Contract.





The L.E. Myers Co.  
P. O. Box 1099  
445 Forum Parkway  
Rural Hall, NC 27045  
336-969-9400  
336-969-2634 Fax  
*Equal Opportunity Employer*

### **Clarifications**

1. Our proposal is based on drawings and documents provided by the City of Lake Worth. Any discrepancies will be reviewed to determine any cost implications.
2. LE Myers has not included cost or time related to building permits of any kind.
3. Concrete and soils testing by LE Myers. Commissioning will be by others (we will provide labor for assistance).
4. Warranty issues on the control enclosure shall not be the responsibility of The LE Myers Co.
5. We are not responsible for the condition of the equipment provided by the owner.
6. LE Myers has assume water will be encountered during foundation construction. However without a soils report LE Myers will not be responsible for any unforeseen conditions below grade and those unforeseen issues will be handled by change order. We also exclude any issues with contamination or other issues that are beyond our control.
7. Materials are being provided in good faith based on the BOM, any discrepancies will be reviewed for cost implications.
8. LE Myers has included stone in the station and grass on the outside of the fence as part of landscaping, anything above and beyond that will be by change order.
9. LE Myers has included only labor to assist with commissioning of the station. A third party commissioning company is not included.
10. Unit prices are to be considered maximum prices and are only for additive change orders.
11. In light of COVID-19 (Coronavirus) pandemic and the recent emergency proclamations and directives relative thereto (US Government Presidential Proclamations 9984, 9992 and 9993 of 3.10.2020 as well as follow up directives issued by the Departments of Health and Human Services/CDC, Labor/OSHA and Homeland Security), The L.E. Myers Co. reserves the right to adjust every aspect of our proposal to the extent impacted by this international emergency.

# Sorrento, FL Operations

