



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**ELECTRIC UTILITY CITY COMMISSION MEETING**  
**BY TELECONFERENCE**  
**TUESDAY, JULY 28, 2020 - 6:00 PM**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:** led by Commissioner Herman Robinson

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

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

**APPROVAL OF MINUTES:**

A. [June 30, 2020](#)

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

A. [First Amendment to Work Order No.3 with the L.E. Myers, Co. for the 7<sup>th</sup> Ave. N Pole Relocation and Storm Hardening](#)

B. [Work Order No. 1 to Service Electric Co., for the 138kV Transmission Static Line Project](#)

**ADJOURNMENT:**

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  
BY TELECONFERENCE  
TUESDAY, JUNE 30, 2020**

The meeting was called to order by Mayor Pam Triolo on the above date at 6:00 PM by teleconference from City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** Present were; Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell, Omari Hardy (absent for the roll, arrived shortly thereafter) and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and City Clerk Deborah M. Andrea.

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

City Clerk Andrea read the public comment submitted by the following:

Ramsay Stevens wrote to ask the Commission to respond to the EUAB's formal request to discuss policy opportunities to make the community more economically and environmentally sustainable.

**APPROVAL OF MINUTES:**

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

A. May 26, 2020

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: None. ABSENT: Commissioner Hardy.

**NEW BUSINESS:**

A. Resolution No. 21-2020 – Establishing a Payment Plan for Utility Accounts

**Action:** Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve Resolution No. 21-2020, establishing a Payment Plan for Utility Accounts

Ed Liberty, Electric Utility Director, explained that there were 1,845 accounts that would have been subject to disconnection. He said that partial payments of \$408,336 had been made while \$637,226 was still outstanding; the numbers changed on a daily basis. He went over the Aging Report and said that the resolution would add 12.8% as of June 26 from the report. He stated that Customer Service staff had made thousands of phone calls and that there were 63 approved applications for assistance. He announced that letters regarding the payment plan had gone out with the goal for customers to sign up before their service was disconnected. He said that the payment plan would be portable and had a 12-month repayment period for residential customers and 36 months for commercial customers.

Comments/requests summary:

1. Vice Mayor Amoroso asked when the first disconnects would happen, when late fees would resume and for information about the County assistance program.

Mr. Liberty replied that disconnects would resume on July 17 for those accounts having meters read that day. He said that late fees would resume after July 17, but not for people who were late because of the pandemic.

Franco Bellitto, Customer Service Manager, responded that the commitments for payments from the County came in every day; he said that there would be a one-time lump sum payment for each account that had received assistance.

2. Commissioner Maxwell inquired if there would be any other blocks of money available to assist with utility bill payments. He asked Mr. Liberty what would happen if someone defaulted on the payment plan.

Mr. Bellitto replied that the money was from the Federal Government's CARES Act.

Mr. Liberty said that any deposit on hand would apply to the remaining balance and then the rest would go to collections.

Mr. Bellitto stated that a customer who did not make the monthly repayments would be off the plan and would owe the City the entire past due balance, would have to go on the prepayment plan and a percentage would be applied to repaying the balance. He said that the prepay policy would be brought to the Commission.

3. Commissioner Hardy asked how it would be determined whether a customer was late paying their bill or the repayment plan and what the consequences would be for a missed payment.

Mr. Bellitto replied that the bills would have a running total of what was owed towards the debt; he had worked with the vendor to show what was owed for service and what was owed towards repayment. He said that Customer Service would speak to customers about assistance and then present options that would work with their budgets. He clarified that the repayment plan would add an amount to the customer's bill for a new total including both the current bill and the repayment amount; the customer would go into default the entire amount due on the bill was not paid.

Commissioner Hardy expressed appreciation to Mr. Bellitto and his staff for their hard work. He opined that the debt might not be collectible and asked why the repayment time period was shorter for residential than commercial accounts.

Mr. Liberty replied that the guidance regarding the repayment periods had come from the Commission.

**Action:** Amended Motion made by Commissioner Hardy and seconded by Commissioner Robinson to amend the resolution on line 56, to read that the repayment of all past due amounts would be 36 months for both residential and commercial customers.

**Vote on amended motion:** Voice vote showed: AYES: Commissioners Hardy and Robinson. NAYS: Mayor Triolo, Vice Mayor Amoroso and Commissioner Maxwell.

**Action:** Subsidiary Motion made by Commissioner Hardy and seconded by Commissioner Robinson to shorten the repayment period for commercial customers to 12 months to match that of residents.

4. Commissioner Maxwell stated that residential customers were more transient and he did not favor a longer repayment plan for residential accounts.

Mr. Liberty stated that the disconnects were exponentially higher for residential customers; historically 86% were for residential accounts. He said that there were 23,500 residential accounts and 3,500 commercial accounts.

Mayor Triolo asked if there could be a compromise of 12 months for residential customers and 24 months for commercial customers.

Commissioner Maxwell agreed to the compromise.

Commissioner Hardy stated that commercial bills were larger and perhaps would need a longer repayment period; business owners chose to take a risk by opening a business, which was not a reason to give them more leeway.

Commissioner Robinson opined that businesses should be treated the same as residents. He asked how FPL would deal with repayments and if both the water and electricity would be shut off. He asked if the landlords and Code Enforcement were notified when utilities were disconnected and stated that there should be a policy to address that issue. He asked if he could make a motion to enact a notification policy.

Mr. Liberty replied that FPL had released the time period for repayments and that water would be shut off a few days after the electric.

Mayor Triolo stated that Customer Service had and would continue to reach out to the customers.

Mr. Bellitto responded that Customer Service did not notify the landlords. He said that electric service was disconnected first and then water and sewer would be disconnected seven days later. He stated that staff had helped customers as much as possible and would continue to do so.

Commissioner Robinson asked about modifying the collection policy.

Mr. Liberty said that the new policy was to wait 60 days to send an account to collections rather than 30 days; there had not been any collection referrals since the pandemic began.

Mayor Triolo said that commercial accounts subsidized other accounts in the City and were charged much higher rates.

5. Vice Mayor Amoroso stated that there had been conversations about how to help City businesses, which were the heart of the City. He said that he would have a problem with notifying landlords because it would add a burden to the people who could not pay their bills.

6. Commissioner Maxwell said that the terms of the payment plan had been discussed previously and asked why landlords should be notified.  
Commissioner Robinson said that there should be notification to landlords for financial reasons and for health and to Code Enforcement for health and safety reasons.

Commissioner Maxwell stated that it would be difficult to see the evictions that would occur when the moratorium was lifted and it would be hard for customers to repay their debt to the City. He said that local governments were strapped and did not have the financial resources to help everyone.

7. Commissioner Hardy said that commercial customers had higher bills because they used a lot of power and had higher rates. He stated that he did not realize the differential in the payment periods for residential and commercial at the last meeting and expressed concern for poor residents.

**Vote on subsidiary motion:** Voice vote showed: AYES: Commissioners Hardy and Robinson. NAYS: Mayor Triolo, Vice Mayor Amoroso and Commissioner Maxwell.

City Attorney Goddeau explained that it would not be illegal to notify the landlords, but would be have to be a policy decision.

**Action:** Motion by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve the resolution with a payment plan of 12 months for residential accounts and 24 for commercial accounts.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Hardy and Robinson. NAYS: None.

**ADJOURNMENT:**

**Action:** Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to adjourn the meeting at 7:27 PM.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Hardy and Robinson. NAYS: None.

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Pam Triolo, Mayor

ATTEST:

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Deborah M. Andrea, CMC, City Clerk

Minutes Approved: July 28, 2020

A digital audio recording of this meeting will be available in the Office of the City Clerk.

# **EXECUTIVE BRIEF ELECTRIC UTILITY MEETING**

**AGENDA DATE:** July 28, 2020

**TITLE:**

First Amendment to Work Order No.3 with the L.E. Myers, Co. for the 7<sup>th</sup> Ave. N Pole Relocation and Storm Hardening

**SUMMARY:**

This First Amendment to Work Order No. 3 authorizes The L.E. Myers Co., to complete construction services for 7th AVE N Pole Relocation and Storm Hardening in the amount not to exceed \$80,948

**BACKGROUND AND JUSTIFICATION:**

On April 28<sup>th</sup>, 2020, the City Commission approved Work Order No. 3 with The L.E. Myers Co., for 7<sup>th</sup> AVE N Pole Relocation & Storm Hardening work associated with the Park of Commerce (POC) Phase 1B roadway project.

The work for this project is being completed in conjunction with the POC Phase 1B project as well as the future 7<sup>th</sup> AVE N Substation rebuild. The POC 1B project impacts multiple utility poles located on the north and south sides of 7<sup>th</sup> AVE N and require relocation. The work plan is to relocate and harden the impacted utility poles, provide new underground feeder exits for current and future 7<sup>th</sup> AVE N substation and complete the undergrounding of the 0702 circuit to the 7<sup>th</sup> AVE N Substation.

In mid-May, during the rising COVID-19 pandemic, the City of Lake Worth Beach Electric Utility was alternating line-crew staff. It was during this time that CLWB line crews were scheduled to complete relocation of 4 utility poles located on the west end of 7<sup>th</sup> AVE N. Due to CLWB Electric Utility recommended staffing for COVID and to keep POC 1B project on schedule, a work change directive was issued to LE Myers to complete the relocation work on the west end of 7<sup>th</sup> AVE N. Additional work included having LE Myers provide MOT while David Mancini & Sons Inc. completed sidewalk demolition on the north side of 7<sup>th</sup> AVE N to facilitate pole and gas-main relocation work. A change order to existing Purchase Order No. 182686 will be completed upon commission approval.

**MOTION:**

Move to approve/disapprove First Amendment to Work Order No.3 with the L.E. Myers, Co. for the 7<sup>th</sup> Ave. N Pole Relocation and Storm Hardening at a construction costs not to exceed \$80,948.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
First Amendment

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Capital Expenditures	\$80,948	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>\$80,948</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:**

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531.63-15	Improve Other/ Than Build/ Infrastructure	SH1802	\$ 4,582,688	\$676,192	-\$80,948	\$595,244

**C. Department Fiscal Review: Electric Utility Director, Edward Liberty**

## **FIRST AMENDMENT TO WORK ORDER NO. 3**

### **Additional Construction Services for the 7<sup>TH</sup> Ave N Pole Relocation & Storm Hardening**

**FIRST AMENDMENT to WORK ORDER NO. 3** for System Hardening and Reliability Improvements (“Amendment” hereafter) is made on \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and The L. E. Myers Co., a Florida corporation ("Contractor").

#### **1.0 Project Description:**

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: **7<sup>th</sup> AVE N Pole Relocation & Storm Hardening** (the “Project”).

#### **2.0 Scope**

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

#### **3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Amendment shall be within **21** 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 **30** 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 \$ 80,948 . 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

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#### 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 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 Second 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 May 15, 2018 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Contract, the terms and conditions of the Contract shall prevail.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF the parties hereto have made and executed this Second 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

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

CONTRACTOR:

The L.E. Myers Co.,

By: [Signature]

[Corporate Seal]

Print Name: Raymond Richards

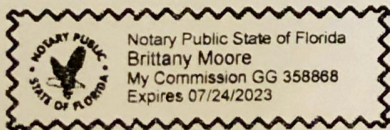
Title: District Manager

STATE OF FL  
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 21 day of July, 2020, by Raymond Richards who was physically present, as \_\_\_\_\_ (title), of The L.E. Myers Co., which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following FID as identification.

Notary Public

[Signature]  
Print Name: Brittany Moore  
My commission expires: 07/24/2023



**EXHIBIT "1"**  
**Contractors Change Order**



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

## **CHANGE ORDER**

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

**Project Name:** 7<sup>th</sup> AVE N Pole Relocation & Storm Hardening

**Change Order Number:** 1

**Change Order Effective Date:** 7/28/2020                      **Contractor Phone:** 407-466-4663

**Change Order Type:** NTE Lump Sum                      **Existing Purchase Order Number:** 182686

### **Description of Change:**

Item 1: Additional work to relocate and transfer 4 utility poles located on the west end of 7<sup>th</sup> AVE N in conflict with the Park of Commerce Phase 1B project. Additional work included installation of transformers and re-framing adjacent poles to the west and south. See attached Change Order Log

Item 2: Provide additional Maintenance of Traffic (MOT) for sidewalk demolition along the north side of 7<sup>th</sup> AVE N to facilitate pole relocation and gas main relocation. This work was completed with assistance from 7<sup>th</sup> AVE N roadway contractor DMSI. See attached Change Order Log



## Change Order Log

Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
1	Relocate and transfer 4 utility poles located on the west end of 7th AVE N in conflict with the Park of Commerce Phase 1B project.	1	LS		\$76,947.61
2	Provide additional Maintenance of Traffic (MOT) for sidewalk demolition along the north side of 7th AVE N to facilitate pole relocation and gas main relocation.	1	LS		\$4,000.00
3					
4					
5					
6					
7					
8					
9					
10					
<b>Total Amount:</b>					<b>\$ 80,947.61</b>

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Price of Original Contract: \$1,045,877.08 (Ratified by Commission on 4/28/2020 Agenda Consent Item (D))

Current Price of Contract (including Change Orders): \$1,045,877.08

Price of Current Change Order: \$ 80,947.61

New Contract Price: \$1,126,824.69

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

Contract Time Change:

No Change  Extended  Decreased by 30 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)



Contractor Representative (Signature)

District Manager

Title

7/20/20

Date

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Approved by:



Ed Liberty Director

7/20/2020

Date

# **EXECUTIVE BRIEF ELECTRIC UTILITY MEETING**

**AGENDA DATE:** July 28, 2020

**TITLE:**

Work Order No. 1 to Service Electric Co., for the 138kV Transmission Static Line Project

**SUMMARY:**

Work Order No. 1 authorizes Service Electric Co., to complete construction services for the 138kV Transmission Static Line Project in the amount not to exceed \$460,144.

**BACKGROUND AND JUSTIFICATION:**

The City previously issued a Request for Proposal (RFP 18-219) seeking proposals from qualified Electric Utility Contractors to provide 138kV utility transmission line repairs, maintenance, and new construction services to the City's electrical transmission systems. Five companies submitted proposals. A total of three Electric Utility Contractors were selected by the evaluation committee to complete these services, among them Service Electric Co.

Recent inspections following a lightning strike event on the 138kV Transmission line revealed spalling at the top of several 138kV transmission line concrete structures/poles in addition to static line grounding & bonding issues in need of upgrade or maintenance attention. The uppermost bracket on each of the transmission structures/poles supports the overhead static line. The overhead static line is designed to protect the 138kV conductors suspended from the structure/pole in the event of a lightning strike. Service Electric Co. will be completing grounding & bonding repairs and upgrades at each of the 114 transmission structures. In addition, they will be completing additional inspection of the static line support brackets and replace as necessary.

Service Electric Co. will be providing all personnel, equipment and labor to complete the 138kV Transmission Static Line Project which will benefit the entire electrical service area. Construction activities include grounding, bonding and replacement as needed of approximately 114 static line support brackets on the 138kV transmission line. A contingency of fifteen percent has been added to Option 1 of the Contractors proposal in the event additional work is required.

**MOTION:**

Move to approve/disapprove Work Order No. 1 to Service Electric Co., for 138kV Transmission Static Line repairs at a cost not to exceed \$460,144.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Work Order No. 1



**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Capital Expenditures	\$460,144	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>\$460,144</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:**

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improv Other/Than Build/Infrastructure	SH1802	\$4,582,688	\$676,192	-\$460,144	\$216,048

**C. Department Fiscal Review: Electric Utility Director, Edward Liberty**

**CONTRACT FOR 138kV UTILITY TRANSMISSION LINE REPAIRS,  
MAINTENANCE & NEW CONSTRUCTION  
WORK ORDER NO. 1  
Transmission Static Line Repairs**

**THIS WORK ORDER** for 138kV Utility Transmission Line Repairs, Maintenance & New Construction ("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 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: **138kV Transmission Static Line Repairs** (the "Project"). The Project is more specifically described in the proposal prepared by Service Electric Company, dated July 10<sup>th</sup>, 2020 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 **60** 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 **90** 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 \$ 460,143.24. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Contingency costs of 15% has been added to Option 1 of Contractors Proposal.

The following Direct Purchases are to be made under this Work Order by the City: Misc. grounding connectors and jumpers.

#### **5.0 Project Manager**

The Project Manager for the Contractor is Michael Allen, phone: 352-431-3648; email: [mallen@serviceelectricco.com](mailto:mallen@serviceelectricco.com) ; and, the Project Manager for the City is George Guirquis, P.E., phone: 561-586-1792; email: [gguirquis@lakeworthbeachfl.gov](mailto:gguirquis@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 **December 4, 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 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: \_\_\_\_\_  
Pam Triolo, 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: Service Electric Company

By: James E. Bowen

[Corporate Seal]

Print Name: James E. Bowen

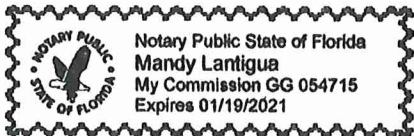
Title: Senior Vice President

STATE OF Florida )  
COUNTY OF Lake )

The foregoing instrument was acknowledged before me this 21st day of July, 2020, by James E. Bowen, who was physically present, as Sr. Vice President (title), of Service Electric Company, A 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 MBC as identification.

Notary Public

Mandy Lantigua  
Print Name: Mandy Lantigua  
My commission expires: 1/19/21



**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 10, 2020

## VIA EMAIL

City of Lake Worth  
Attn: George M. Guirguis, P.E.  
Transmission & Substation Engineering Manager  
Electric Utilities Department  
1900 2nd Ave. North  
Lake Worth, FL 33461

### **Re: CLWB – Static Bonding and Cut/Top Disposal Proposal**

Mr. Guirguis:

Thank you for the opportunity to provide pricing for the CLWB – Static Bonding and Cut/Top Disposal for the City of Lake Worth.

SERVICE ELECTRIC *Company* (“SEC”) has based its numbers on a quantity of 114 transmission structures.

SEC’s general understanding of the project scope is as follows:

- Option 1: Bond/ground 114 City of Lake Worth transmission poles.  
Total pricing for Option 1: **\$400,124.54.**
- Option 2: Cut/top/bond/ground 114 City of Lake Worth transmission poles.  
Total pricing for Option 2: **\$617,967.92.**

### **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.
- c) Pricing DOES NOT include any MOT signage, flagging or lane closures.

- d) Any third party expense (labor/material, etc.) will be billed at cost plus 10% against the lump sum pricing.
- e) Pricing is good for work to start and complete in 2020.
- f) Proposal is based on the City of Lake Worth providing a secure lay-down/show-up yard within 5 miles of line to serve as SEC's show-up.
- g) Pricing 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 proposal.
- h) Pricing is calculated based upon one mobilization and one demobilization. Additional mobilizations will be subject to the extensions of the not-to-exceed pricing.
- i) Pricing does not include mandatory night or weekend work; none anticipated.
- j) Pricing does not include any ground rods or the cost of driving them.
- k) Pricing does not include any pole drilling or cost of pole tops or installation of pole tops (bird diverters, if needed).
- l) Pricing assumes all work will be completed during daytime. Specific poles that were struck by lightning were viewed. Any double circuit or modified delta configuration may require an outage (on one circuit). If work is to be completed at night, there would be an adder of \$1,800/night.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Mike Brusca  
Sr. Project Manager  
SERVICE ELECTRIC Company  
PO Box 490420  
31729 Executive Blvd.  
Leesburg, FL 34748-8735  
mbrusca@serviceelectricco.com  
p 352-431-3648 Ext. 402  
f 352-431-3657  
c 941-387-6419