



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 19, 2021 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Scott Maxwell

PLEDGE OF ALLEGIANCE: led by Commissioner Carla Blockson

AGENDA - Additions / Deletions / Reordering:

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

- A. COVID 19 update presented by Dr. Alina Alonso
- B. [2021 Legislative Agenda presented by Richard Pinsky](#)
- C. FDOT presentation about 10th Ave N. and I-95 interchange
- D. Proclamation in recognition of C.H. "Mac" McKinnon

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

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

- A. [Agreement with Waste Management, Inc. for the Solid Waste Division's Roll-Off Collection Services](#)
- B. [Change Order 01 - Final to B&B Underground Construction Inc. for the 2-inch Watermain Replacement, Year 4 Program Project](#)
- C. [Work Order #3 with Shenandoah General Construction, LLC for 10th Avenue North stormwater lining](#)
- D. [Ratification of a appointment to the Historic Resources Preservation Board](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2020-21 – Second Reading - Prohibition on Distribution of Plastic Straws at City Facilities](#)

NEW BUSINESS:

- A. [Resolution No. 02-2021 – Establishing the City's Charter Review Committee](#)
- B. [Discussion about Education Advisory Committee](#)

LAKE WORTH BEACH ELECTRIC UTILITY:

PRESENTATION:

- 1) Update by the Electric Utility Director

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

- 1) [Work Order No. 6 with The L.E. Myers Co., for Electric Distribution System construction services](#)

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

- A. [Draft Agenda - February 2, 2021](#)
- B. Update of Race, Equity And Leadership ("REAL") meetings

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)

City of Lake Worth Beach: 2021 Legislative Policy Issues and Funding Requests

*Richard Pinsky, Public Policy Manager,
Akerman LLP*

January 19, 2021

akerman

PB County Legislative Delegation

- State Representative David Silvers – Chair
- **Representative Mike Caruso – V. Chair**
 - **Senator Lori Berman**
 - Senator Gayle Harrell
 - Senator Bobby Powell
 - Senator Tina Polsky
 - **Representative Omari Hardy**
 - **Representative Joe Casello**
 - Representative Kelly Skidmore
 - Representative John Snyder
 - Representative Emily Slosberg
 - State Representative Matt Willhite
 - Representative Rick Roth



Upcoming Dates

MARK YOUR
CALENDAR!

- January 11-14; Interim Committee Week 1
- January 25-28; Interim Committee Week 2
- February 1-4; Interim Committee Week 3
- February 8-11; Interim Committee Week 4
- February 15-18; Interim Committee Week 5
- February; Governor issues FY 2021-22 budget recommendations
 - March 2; Regular Session convenes
 - April 30; Last day of Regular Session

Session Issues

1. COVID-19

- Unemployment
- Vaccinations
- Liability
- Schools
- Hospitals

2. Home Rule v. State Preemption

- Vacation Rentals
- Recyclable & Polystyrene Materials
- Tree Pruning, Trimming & Removal

3. Sober Homes



Session Issues (cont.)

4. Water

- Septic conversions
- Flood mitigation – sea level rise
- Storm water run-off (SB 712)
- Water reuse – reclaimed water

5. State Budget

- \$2.75 billion revenue deficit for the fiscal 2021-2022
- Medicaid \$1.2 billion funding shortfall
- On-line sales tax



Local Project Funding

- South Palm Park neighborhood seal level rise mitigation.
- Eden Place neighborhood sea level rise mitigation.

Combined Total Project Cost is \$1.1 million dollars.

50% match request = \$550,000.



Local Project Funding

Lake Worth Beach will continue to promote its unique role in the advancement of generating electricity from the Gulfstream along with its project partners...

- Florida Atlantic University
- Southeast National Marine Renewable Energy Center
- Private Sector...

Our partner collaboration will be seeking Federal and State Funding.



Lake Worth Legislative Agenda

2021 Session

- Sea level rise and stormwater outfall mitigation. \$1.1 million in project costs.

\$550,000.00 funding request (50% match).

- Ocean current wave energy engineering and design of landfall and offshore connections and cabling specifications.

\$TBD funding request.

Not a 50% match





Akerman LLP
700+ Lawyers
24 Offices

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EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 19, 2021

DEPARTMENT: Public Works

TITLE:

Agreement with Waste Management, Inc. for the Solid Waste Division's Roll-Off Collection Services

SUMMARY:

The Agreement with Waste Management authorizes the vendor to provide solid waste roll-off collection services to both residential and commercial customers in an exclusive franchise agreement with the City.

BACKGROUND AND JUSTIFICATION:

In 2015, the City of Lake Worth Beach authorized the exclusive franchise agreement with Waste Management. The original contract carried an initial three (3) year term with two (2) additional one (1) year renewals. The City exercised these renewal options and the roll-off agreement is set to expire February 1, 2021.

The City issued a Request for Proposals (21-200) for Roll-Off Services and accepted proposals from four (4) vendors on November 24, 2020. The City held a public Evaluation Selection Committee meeting on December 9, 2020 and based on the scoring of the proposals, Waste Management, Inc. was selected as the successful proposer and recommended for the Residential and Commercial Roll-off Services Franchise Agreement. The agreement will be for an initial three (3) year term with the option to renew for two (2) additional one (1) year periods. The average quarterly revenues over the last five (5) year term have been approximately \$30,000.00.

MOTION:

Move to approve/disapprove the Agreement with Waste Management, Inc. for Residential and Commercial Roll-off Collection Services

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	120,000	120,000	120,000	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	120,000	120,000	120,000	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**FRANCHISE AGREEMENT FOR COMMERCIAL AND RESIDENTIAL ROLL-OFF
SERVICES WITHIN THE CITY OF LAKE WORTH BEACH**

THIS FRANCHISE AGREEMENT (“Contract”) is made and entered into as of this day of _____, 202___, by and between the **CITY OF LAKE WORTH BEACH**, a municipal corporation of the State of Florida (“City”), whose address is 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **WASTE MANAGEMENT INC. OF FLORIDA**, a Florida corporation (“Contractor”) with its principal place of business at 651 Industrial Way, Boynton Beach, Florida 33426. The City and Contractor are also identified as a “party” or the “parties” in this Contract.

WITNESSETH:

WHEREAS, on November 1, 2020, the City advertised a Request for Proposals for Commercial and Residential Roll-Off Services (RFP No. 21-200) (“RFP”);

WHEREAS, the City received a number of responsive proposals, which it reviewed, and desires to accept the responsive proposal of the Contractor;

WHEREAS, the City finds accepting the Contractor’s responsive proposal and awarding this Contract to the Contractor serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual benefits contained herein, the sufficiency of which is recognized by each party, the parties hereto agree as follows:

**ARTICLE I
GENERAL**

1.1 Recitals: The Recitals set forth above are incorporated into this Contract as true and correct statements.

1.2 Liaison between City and Contractor: All of the Contractor’s dealings, contracts, notices and payments with the City shall be directed to the Contract Administrator. On or before February 1, 2021, the Contractor shall assign one Point of Contact as the representative of the Contractor for all issues and provide that Point of Contact information to the Contract Administrator.

1.3 Commencement of Services: Contractor agrees to provide the services as set forth herein and as set forth in the RFP, which is incorporated herein by reference, and shall commence performing such services on February 1, 2021.

1.4 Term: Unless earlier terminated as stated herein, the term of this Contract is for thirty-six (36) months, commencing February 1, 2021 and expiring February 1, 2024, with the option of renewal for two (2) additional twelve (12) month periods upon mutual consent of the parties. At least three (3) months prior to the conclusion of the initial thirty-six (36) month term and annually thereafter, the Contractor has the right to request a rate adjustment based on the WST CPI: Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, Series ID CUSROOOOSEHG. The

rate adjustment shall be based on a rolling annual average calculated from the preceding October to September period. The request may be granted by the City upon submission of documentation justifying the adjusted rate and, if granted, the new rate shall be set forth in an amendment to this Contract, which may be approved by the City's City Manager.

1.5 Definition of Terms: To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

- a. *City* shall mean the City of Lake Worth Beach.
- b. *Collection* shall mean the process whereby materials collected by the Contractor are removed and transported to Designated Facility.
- c. *Compactor* shall mean any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.
- d. *Container* shall mean the roll-off and compactor containers that are 10 yards in capacity or greater.
- e. *Containerized Residential Solid Waste Collection Service* shall mean solid waste collection service of all Dwelling Units whose Garbage, Trash, Bulk Trash or Vegetative Waste is collected by means of a central or shared Container and not by means of a Garbage Can. Vegetative Waste shall not be commingled with Garbage, Trash, or Bulk Trash.
- f. *Construction and Demolition Debris (C&D)* shall mean materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.
- g. *Contract* shall mean this Franchise Agreement.
- h. *Contractor* shall mean that person or entity set out initially above that has entered into a Contract to provide the services described herein for the Service Area.
- i. *Contract Administrator* shall mean the City's Public Services Director or designee who shall act as the City's representative during the term of this Contract.
- j. *County* shall mean Palm Beach County.
- k. *Designated Facility* shall mean a Solid Waste Authority owned or permitted disposal, processing, recovery, recycling or transfer facility which receives such material.
- l. *Garbage* shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Vegetative Waste shall not be commingled with garbage in the same collection. Garbage shall not include any material that falls within the definition of Special Waste.

- m. *Hazardous Waste* shall mean solid waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code Chapter, or by any future legislative action.
- n. *City Manager* shall mean the City Manager of the City of Lake Worth Beach, Florida, or a designee appointed by the City Manager.
- o. *Mixed Paper* shall be defined as a mixture of paper products including magazines, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, notebook paper and other paper products.
- p. *Recovered Materials*, as defined in Florida Statute 403.703(24), means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered materials as described in this subsection are not solid waste.
- q. *Roll-off and Compactor Collection Service* shall mean the Collection of roll-off and compactor containers that contain garbage, trash, vegetation and C&D. The Roll-off Collection Service shall not include any other type of waste, including but not limited to Hazardous Bio-Medical and Recovered Materials.
- r. *Service Area* shall mean the municipal boundaries and any annexed areas within the City of Lake Worth Beach.
- s. *Solid Waste Authority Disposal Facility* shall mean place or places specifically managed, operated, or permitted by the Solid Waste Authority of Palm Beach County, Florida.
- t. *Trash/Bulk Trash* shall mean all types of refuse, including vegetative waste as defined in this section; but not including garbage, hazardous wastes, infectious wastes or septic tank wastes.
- u. *Uncontrollable Forces* shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract (excluding the payment of amounts due) and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to force majeure, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- v. *Vegetative Waste* shall mean grass, leaves, tree or shrubbery cuttings incidental to the care of lawns and gardens and capable of being containerized, including tree branches, palm fronds and stumps.
- w. *White Goods* shall mean waste discarded appliances including but not limited to stoves, refrigerators, washing machines and dryers; discarded furniture including but not limited to sofas, chairs, mattresses and box springs.

ARTICLE II

CITY'S RESPONSIBILITIES

2.1 Exclusivity: The Contractor shall have the exclusive right to provide all Roll-off and Compactor Collection Services within the Service Area, except in those instances, related to City projects, where the City decides, in its sole discretion, to provide its own roll-off collection service.

2.2 Enforcement of Exclusivity: City shall utilize its reasonable best efforts as permitted by applicable law to enforce the exclusivity granted Contractor pursuant to the terms of this Contract. The City will use the same, or substantially the same, procedure as shown below, to notify all potential users in the City of Lake Worth Bach as to how to order the roll-off services:

The City will annotate the name, contact information and pricing schedule of the Contractor on the required building permit application and the issued permit indicating that the Contractor is the exclusive contractor for the City. All Building permits, issued by the City, shall include a condition that roll off services will be provided by the Contractor and that use of any other hauler may result in a stop-work order, fine, and/or penalty.

2.3 Customer List: As the incumbent service provider, the Contractor has the complete Customer List. The Contractor shall ensure that the Contract Administer promptly receives any changes in the Customer List.

ARTICLE III **CHARGES, RATES AND LEVEL OF SERVICES**

3.1 Conditions and Frequency of Service: The size and frequency of the Container designated for garbage, trash, or C&D for Roll-off and Compactor Collection Services shall be determined between the customer and the Contractor. However, size and frequency shall be sufficient to provide that no trash need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer. Roll-off container frequency of collection shall be sufficient to contain the waste without spillage. Customers may own their roll-off container or compactor provided that the customer is completely responsible for its proper maintenance. Such roll-off containers shall be of a type that can be serviced by the Contractor's equipment. All trash shall be placed in the roll-off container. All roll-off containers shall be kept in a safe, accessible location agreed upon between the Contractor and the customer. Any roll-off container damaged by the Contractor shall be repaired or replaced by the Contractor within seven (7) days.

3.2 Collection: Roll-off and Compactor Collection Service shall be conducted between the hours of 7:00 a.m. and 6:00 p.m., six (6) days per week, excluding Sunday. In the event the City adopts an ordinance regulating the hours of collection for roll-off containers and compactors, Contractor agrees that the hours in the Code, if different from the hours listed, shall prevail. Container delivery and Collection Services will be provided within twenty four (24) hours of request.

3.3 Method of Payment: The Contractor shall be responsible for billing, collection, hauling, and disposal charges as shown in **Exhibit "A"**, which is attached hereto and incorporated herein. Compactor lease charges shall be negotiated between the Contractor and customer and are excluded from Franchise Fees.

3.4 Cost Statements: A confidential statement of gross revenue and fees for the services provided under this Contract shall be prepared by the Contractor in accordance with generally accepted accounting principles for each month during the term of this Contract. The cost statements shall be submitted forty-five (45) days after the reported month. The City shall assign the Contractor the appropriate disposal credits issued to the City by Solid Waste Authority. The City shall utilize its best efforts to maintain the confidentiality of these reports.

3.5 Customer Billing: The Contractor will bill the customer directly and billing will be subject to the rates, as shown on **Exhibit "A"** and City's Franchise Fees.

3.6 Delinquency: All customer bills thirty (30) days past due will be subject to a late payment charge as shown on **Exhibit "A"**.

3.7 Inactivity Charge: The Contractor may charge an inactivity fee, as shown on **Exhibit "A"**, for sites that have not required a haul within thirty (30) days.

3.8 Franchise Fee: To compensate the City for the cost of administration, supervision and inspection rendered for the effective performance of this Contract, the Contractor shall pay to the City a Franchise Fee of twenty percent (20%) fixed percentage of gross receipts, Inactivity Charges, Restart Charges, and late fees collected by Contractor for the service month revenue total prior to applying the 20% for calculation of the Franchise Fee due to the City. Franchise Fees shall be payable monthly by the 15th of each month for the prior month's franchise fee. A late charge of 1.5% of the monies due for the Franchise Fees shall be calculated monthly until payment is received. Revenue from the lease of Compactors is excluded from the Franchise Fee paid to the City.

3.9 Restart Charge: After thirty (30) days of inactivity a restart charge, as shown on **Exhibit "A"**, will be required to renew services.

3.10 Roll-off Collection Rates: For all Collection services, the charges shall be based on the rates set forth in **Exhibit "A"** unless revisions to the rates are approved by the City as set forth herein.

3.11 Solid Waste Disposal Costs: The Contractor will pay a Solid Waste Authority Disposal Facility for all solid waste disposal costs incurred for disposing of solid waste.

3.12 Trip Charge: If City or customer fails to provide safe and unobstructed access to the equipment on the scheduled collection day, Contractor will charge City or customer a trip charge as indicated on **Exhibit "A"**.

ARTICLE IV **QUALITY OF PERFORMANCE OF CONTRACTOR**

4.1 Contractor's Responsibilities: The Contractor shall maintain a local phone number within Palm Beach County where customers may place an order, make an inquiry, seek information or register a complaint. It shall be manned during collection hours and shall be open during normal

business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to during all non-office hours.

4.2 Reports: The Contractor shall provide the City with the following:

- a. Cost statements, as described in section 3.4 of this Contract, every forty-five (45) days.
- b. Compliance Report, as described in section 4.3 of this Contract, quarterly.
- c. An equipment list, as described in section 4.11 of this Contract, annually.
- d. Ensure and certify all required documents, as described in section 5.2 of this Contract, annually.
- e. Written safety program, which is submitted to the City annually.

4.3 Complaints: The Contractor shall respond to all complaints promptly. The Contractor shall maintain a record of all complaints as a Compliance Report and indicate the disposition of each in said record. Such records shall be provided by the Contractor to the City on a quarterly basis (unless requested more frequently by the Contract Administrator). Such records shall indicate the day and the hour on which the complaint was received, and the day and the hour on which it was resolved. In the event of a dispute between the Contractor and customer, the Contract Administrator shall render the final decision as to resolution of a customer complaint.

4.4 Compliance with State, Federal and Municipal Law: The Contractor shall comply with all applicable City, State and Federal laws including, without limitation, the City's code requirements with respect to roll-off placement, maintenance, and servicing.

4.5 Contractor's Officer(s): The Contractor shall assign a qualified person or persons to be in charge of the operations within the Service Area. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the Contract Administrator.

4.6 Drivers License: Each vehicle operator shall at all times carry valid Florida CDL license for the type of vehicle that is being driven.

4.7 Employee Uniform Regulations: The Contractor's roll-off collection employees shall wear a uniform or shirt bearing the Contractor's name.

4.8 Equal Employment: The Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

4.9 Fair Labor Standards Act: The Contractor is required and hereby agrees by execution of this Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

4.10 Operating and Safety Training: The Contractor shall provide operating and safety training for all personnel.

4.11 Collection Equipment: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Contract. Upon execution of this Contract and annually thereafter, the Contractor shall provide a format specified by the Contract Administrator a list of the equipment to be used by the Contractor to provide services relating to this Contract. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

4.12 Holidays: The following days shall be authorized holidays: Thanksgiving Day, Christmas Day and New Year's Day. The Contractor has the option to provide or not provide service or maintain office hours on these designated holidays. Service not provided on authorized holidays shall be collected on the next scheduled customer's collection day.

4.13 Manner of Collection: The Contractor shall collect waste with as little disturbance as possible and shall leave any receptacle at the same point it was collected.

4.14 Recycling Goal and Designated Facilities: All garbage and trash collected under this Contract shall be delivered to a Solid Waste Authority facility. All construction and demolition debris collected under this Contract shall be delivered to a facility permitted or operated by the Solid Waste Authority.

4.15 Spillage: The Contractor shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection shall occur. During hauling, all waste and material shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage, the Contractor shall promptly clean up all spillage and leakage and repair any damage caused by such spillage or leakage at no cost to the City.

4.16 Solid Waste Disposal Facility or Designated Facility: All waste shall be hauled to a facility owned or permitted by the Solid Waste Authority of Palm Beach County.

4.17 Hazardous Waste, Biohazardous or Biomedical Waste and Sludge: The Contractor shall not be required to collect and dispose of Hazardous Waste, Bio hazardous or Biomedical Waste, or Sludge, but may offer such service in the Service Area. All such collection and disposal for those types of waste in this Section are not regulated or exclusive under this Contract, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.

ARTICLE V
CONTRACT PERFORMANCE/PENALTIES/DEFAULT

5.1 Contract Performance: It is the intent of this Contract to ensure that the Contractor provides a quality level of Roll-off Collection Services to all commercial and residential customers within the City of Lake Worth Beach. The City shall levy \$100.00 per incident administrative charges for those actions related to service as listed within this Contract including, but not limited to:

- a. Failure to clean spillage caused by Contractor at time of occurrence
- b. Failure to provide clean, safe, sanitary equipment
- c. Failure to maintain office hours as required
- d. Operator not licensed
- e. Failure to provide documents and reports in a timely and accurate manner
- f. Failure to cover materials on collection vehicle(s)
- g. Collection employees out of uniform
- h. Name and phone number not displayed on equipment or containers
- i. Using improper truck to service commercial or residential customer
- j. Failure to respond to customer calls in a timely and appropriate manner.

All assessed administrative charges shall be paid by Contractor to the City on the next regular Franchise Fee payment to the City. The Contractor may appeal the assessed administrative charge(s) to the City Manager in writing within ten (10) days of notification from the City. Failure to submit a timely written appeal will waive the Contractor's right to appeal the administrative charge(s).

5.2 Records of Performance: The Contractor shall file and keep current with the City all documents and reports required by this Contract. By September 1st of each year, this Contract is in effect, the Contractor shall ensure and certify to the City that all required documents such as, but not limited to, certificates of insurance, audits, performance bond or letter of credit, route schedule and maps, driver's license certifications, and list of collection equipment vehicles, are current and on file with the City. Failure to file any document or report within thirty (30) working days of the required filing date, except where granted an extension by the Contract Administrator, may result in the levy of an administrative fine as provided in 5.1.

5.3 Default and Disputes: It shall be the duty of the Contract Administrator to observe closely the Contractor's services pursuant to the Contract. Each of the following events or conditions shall constitute an "Event of Default" by the Contractor.

- a. The Contractor takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its reorganization, under the bankruptcy laws, or under any other law or statute of the United States, or any state thereof, or consent to the

- appointment of a receiver, trustee, or liquidator of all or substantially all of its assets; or,
- b. By order or decree of a court, the Contractor shall be adjudged bankrupt, or any order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the null, void, and of not effect; or,
 - c. The Contractor has abandoned, failed, or refused to perform; or,
 - d. The Contractor has failed to comply with the provisions of Article VI of this Contract; or,
 - e. After initial notice from the City, the Contractor has failed to make timely payments to the City of any amounts due under this Contract.

Such events or conditions shall be considered a material breach of the Contract and the Contract Administrator or City Manager shall notify the Contractor in writing of the breach. A copy of such written notice is to be mailed to the surety on the performance bond. If within a period of seven (7) days, the Contractor has not eliminated the conditions considered to be a breach, the Contract Administrator shall notify the City Manager and a meeting shall be set for a date within fifteen (15) days of such notice. The City shall, not less than five (5) days prior to the date of such meeting, notify the Contractor and the surety of the date and place of the meeting at which the Contractor shall be required to show cause why the Contractor has not breached the terms of the Contract. Should the Contractor fail to appear at the meeting or fail to show cause why it has not breached the terms of the Contract, to the reasonable satisfaction of the City, the City shall declare the Contractor in default of the Contract and notify the Contractor and the surety of the declaration of default, or take such other action as may be required. The City's City Manager may issue the declaration of default.

Upon such a declaration of default, the City in its sole discretion may terminate this Contract and the termination shall take effect as of the date specified by the City. Upon such termination, the City may cure the Contractor's default at the expense of the Contractor and assume all contractual services of the Contractor at the Contractor's expense. The City may also call on the Contractor's surety to promptly cure the Contractor's default, pay all damages and expenses (including reasonable attorney's fees) incurred by the City for the Contractor's default, and promptly assume all services and obligations of the Contractor under the Contract. If the Contractor and/or its surety fail to satisfy the foregoing obligations, the City may then pursue any and all legal remedies against the Contractor and/or its surety for all damages and expenses, including all reasonable attorney's fees, incurred by the City in curing the Contractor's default and/or assuming all contractual services under this Contract.

ARTICLE VI

GENERAL, FINANCIAL, INSURANCE AND INDEMNIFICATION REQUIREMENTS

6.1 Assignment and Subcontracting: The Contractor may assign a portion of this Contract to a subcontractor upon receiving written consent of the Contract Administrator. In no event shall the Contractor assign the entire Contract to a subcontractor or otherwise assign the Contract to another

entity without the written consent of the City, which consent shall be formalized in a written amendment to this Contract. In the event that the Contractor assigns a portion of the Contract to a subcontractor, the assignment shall be subject to the terms and conditions of this Contract, the subcontractor providing proof of insurance (as required herein) and any bonding requirements that the City may require depending on the extent of the subcontracted portion of this Contract.

6.2 Performance and Payment Bond: Contractor shall furnish to the City, prior to the commencement of services, a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of **\$5,000,000.00**. The bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished under this Contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

6.3 Insurance Requirements: During the life of the Contract, the Contractor shall procure, pay for, and maintain insurance of the types and to the limits specified below, and provide the City with certificates of insurance as evidence thereof. Except for Workers Compensation and Employer's Liability policies, the City shall be an "additional insured" on the required insurance policies on a primary, non-contributing bases. Cancellation or modification of said insurance shall not be effected without thirty (30) days prior written notice to the City. The Contractor shall require until completion of that subcontractor's services, insurance of the types and to the limits specified below, unless the subcontractor's work is covered by the protection afforded by the Contractor's insurance. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

- a. Worker's Compensation: Worker's Compensation coverage must be maintained by the Contractor in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$100,000.00 per each accident.
- b. Comprehensive General Liability: The Contractor shall provide and maintain Comprehensive General Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Offices in the minimum amount of \$1,000,000 per occurrence combined single limit (\$2,000,000 aggregate) and must include:
 1. Bodily injury liability and property damage liability.
 2. Premises and/or operations.
 3. Independent Contractors.
 4. Products and/or completed operations.
 5. The contractual coverage must specify that it covers the indemnification provision at section 6.4 of this Contract.
- c. Comprehensive Automobile Liability: The Contractor shall provide and maintain Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by

the Insurance Services Office with minimum limits of \$1,000,000 combined single limit (\$2,000,000 aggregate) and must include:

1. Bodily injury liability and property damage liability.
2. Owned vehicles.
3. Hired and non-owned vehicles.
4. Employer's non-ownership.
5. The Contractual coverage must specify that it covers the indemnification provision at section 6.4 of this Contract.

- d. Umbrella Liability: The Contractor may provide umbrella liability to satisfy the Comprehensive General Liability and Comprehensive Automobile Liability limits specified above. The minimum limits of \$5,000,000 are the total limits required.
- e. Certificate of Insurance: Certificate of all insurance required from the Contractor shall be filed with the City and shall be subject to this approval for adequacy and protection. Certificates from the insurance carrier stating the types of coverage provided, limits of liability, and expiration dates, shall be filed in triplicate with the City before operations are commenced. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Contract and section and the above paragraphs, in accordance with which such insurance is being furnished, and shall state that such insurance is as required by such paragraphs of the Contract. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished, in thirty (30) days prior to expiration, and shall state that such insurance is as required by such paragraphs of this Contract.

6.4 Indemnification: The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision at all trial and appellate levels. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party

claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing in this Contract shall be construed as the City's consent to be sued by a third party.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Governing Law, Venue, and Remedies: The Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

7.2 Compliance with the Laws: The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

7.3 Palm Beach County IG: In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

7.4 Public Records: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.
- d. Upon completion of this Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: DEBBIE ANDREA, AT (561) 586-1662, DANDREA@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

7.5 E-VERIFY: Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the City upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and,
- f. Be aware that if the City terminates this Contract under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Contract.

7.6 SCRUTINIZED COMPANIES: The Contractor certifies that:

- a. The Contractor and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.
- b. If this Contract is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Contract at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.
- c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
- d. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Contract, including any and all renewals.
- e. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
- f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

7.7 Entire Agreement: This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Contract which is not contained herein shall be valid or binding.

7.8 Severability: The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion of provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of this Contract be determined to be void.

7.9 Modification: This Contract constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of a written amendment executed by both parties.

7.10 Independence of Parties: It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the Contractor as the Agent, Representative or Employee of the City for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract.

7.11 Waiver of Trial by Jury: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

7.12 Contract Time and Uncontrollable Forces: Time is of the essence in the completion of all services as specified herein. In the event of Uncontrollable Forces, the Contract Administrator may grant the Contractor a variance from regular routes and schedules. The Contractor shall contact the Contract Administrator promptly upon the occurrence of an Uncontrollable Force, which will impact regular routes and schedules. As soon as practicable after the commencement of such Uncontrollable Force (but not later than three (3) business days from the commencement), the Contractor shall notify the Contract Administrator when it is anticipated that normal routes and schedules will be resumed. The Contractor and Contract Administrator shall make an effort through the local news media, website(s) or other forms of communication to inform the public when regular services may be resumed.

7.13 Notices: All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the City or Contractor have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the parties shall be provided to the addresses provided above for each party. For all Contractor notices, demands or requests, hand-delivery to the Contract Administrator with a courtesy copy provided to the City Manager is sufficient.

7.14 Counterparts: This Contract may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. The parties may electronically sign this Contract.

7.15 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

7.16 Survivability: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

7.17 Waiver of Breach: The waiver by either party of any breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

7.18 Audit by City: The Contractor shall permit the City, or any authorized representatives of the City, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance of any time and services under this Contract including, but not limited to, expenses for subcontractors, agents or assistants, direct and indirect charges for services performed and detailed documentation for all such services performed or to be performed under this Contract. The City shall be responsible for the cost of such audit.

7.19 No Third Party Beneficiaries: There are no third party beneficiaries under this Contract.

7.20 Enforcement Costs: Except as may be required of Contractor under the indemnification provision provided in section 6.4 of this Contract, all parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

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[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Franchise Agreement for Commercial and Residential Roll-Off Services on the day and year first above written.

CITY OF LAKE WORTH BEACH

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: **WASTE MANAGEMENT INC. OF FLORIDA**

By: David M. Myhan

[Corporate Seal]

Print Name: David M. Myhan

Title: President

STATE OF Florida)
COUNTY OF Broward)

THE FOREGOING instrument was acknowledged before me by means of X physical presence or online notarization on this 13 day of January 2020, by David M. Myhan, as the President [title] of **WASTE MANAGEMENT INC. OF FLORIDA**, a Florida Corporation, 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.

Coleen T. Houlihan
Notary Public Signature
Notary Seal:

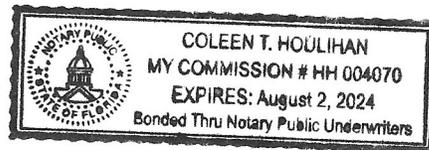


Exhibit "A"
City of Lake Worth Beach Roll-Off Services for Commercial and Residential
Effective: February 1, 2021

Commercial and Residential Roll-Off:

	Haul Price	Franchise Fee	Total Price
Delivery Charge	\$ 112.00	\$ 22.40	\$ 134.40
In-activity Charge	\$ 206.00	\$ 41.20	\$ 247.20
Trip Charge	\$ 206.00	\$ 41.20	\$ 247.20

Construction and Demolition (C&D)*	Haul Price	Franchise Fee	Total Price
10 yard Open Top	\$ 324.00	\$ 64.80	\$ 388.80
20 Yard Open Top	\$ 442.00	\$ 88.40	\$ 530.40
30 yard Open Top	\$ 559.00	\$ 111.80	\$ 670.80
40 yard Open Top	\$ 677.00	\$ 135.40	\$ 812.40

*Haul Price Includes Disposal

Compactors	Haul Price	Franchise Fee	Total Price
All Sizes, Haul Only	\$ 236.00	\$ 47.20	\$ 283.20

Disposal for Compactors is based on actual tons and SWA Rate	Disposal per Ton	Franchise Fee	Total per Ton
Current Disposal Rate	\$ 42.00	\$ 8.40	\$ 50.40

Restart Charge	\$ 59.00	\$ 11.80	\$ 70.80
Late Payment	1.50%		

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 19, 2021

DEPARTMENT: Water Utilities

TITLE:

Change Order 01 - Final to B&B Underground Construction Inc. for the 2-inch Watermain Replacement, Year 4 Program Project

SUMMARY:

The final change order 01 with B&B Underground Construction addresses the unused value of work that remained on the contract, reconciles the final pay application and authorizes a contract deduction of \$700,868.32. The change order also adjusts the contract time by adding 76 days to contract.

BACKGROUND AND JUSTIFICATION:

On February 19, 2019, the City awarded B&B Underground Construction Inc. a construction contract agreement for the Year 4 of the 2" watermain replacement program. The Year 4 project has reached final completion. The project included the water and other miscellaneous infrastructure replacements as well as additional services that were identified during the course of construction. Throughout the project, the water utility and the contractor identified opportunities for savings in the contract and thus provided for contractual underruns in the unit items totaling \$351,664.24. In addition, the construction allowance paid for additional services requested in Work Directive Changes 1 through 4, however a balance of unused allowance in the sum of \$349,204.24 remained. The total deductive cost of this contract is \$700,868.32.

The construction project went beyond the contract time given in the initial agreement. The City requested some additional work that was outside of the original scope which required additional contract time. Furthermore, additional time was needed circumstance beyond the contractors' control. This contract ran during the duration of the pandemic which caused a series of delays due to precautionary and recommended quarantine periods. The utility department feels the extend contract time 76 days is justified for these additional tasks and services.

MOTION:

Move to approve/disapprove Change Order 01 final to B&B underground Construction Inc.

ATTACHMENT(S):

Fiscal Impact Analysis (N/A)
Change Order 01 Final

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	(\$700,868.32)	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	(\$700,868.32)	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:

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
422-7034-533.63-15	Water Distribution	WG 1802	\$5,522,049.00	\$4,786,324.59	(\$700,868.32)	\$5,487,192.91



WATER UTILITIES DEPARTMENT
301 COLLEGE STREET
LAKE WORTH BEACH, FL 33460
561.586.1710

CHANGE ORDER

Project Number: WG 1802

Contractor: B&B Underground Construction, Inc

Project Name: 2-Inch Water Main Replacement Phase 4

Change Order Number: 01 - Final

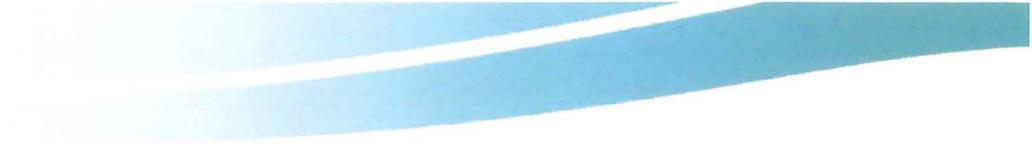
Change Order Effective Date: January 19, 2021 **Contractor Phone:** (561) 249-1341

Change Order Type: Deductive **Existing Purchase Order Number:** 180200

Description of Change:

Final change order to address unused value of work that remained on the contract. The work in water, sewer, roadway, landscape, pavement marking & signage and optional service divisions all finished under the contract value with a budget remaining of \$700,868.32.

The total sum of the deductive change order is \$700,868.32.



Please See the Attached Application for Payment #12 for Details



00680
APPLICATION FOR PAYMENT NO. 12 FINAL REVISED

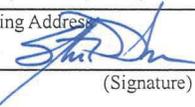
Project 2" WATER MAIN REPLACEMENT PHASE IV
PO#: _____

Application is made for payment, as hereinafter shown, in connection with this Agreement:

Total Work to Date - see attached schedule	\$ 2,798,797.93
Total Material Suitably Stored - see attached schedule	\$ -
Gross Amount Due	\$ 2,798,797.93
Less <u>0</u> % Retainage	\$ -
Amount Due to Date	\$ 2,798,797.93
Less Previous Applications	\$ 2,646,484.24
Amount Due This Application	\$ 152,313.69
<hr/>	
Original Contract Price	\$ 3,499,666.25
Net Change Orders	\$ (700,868.32)
Current Contract Price	\$ 2,798,797.93
Value of Work Remaining to be Done	\$ -

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Agreement referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through 12, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

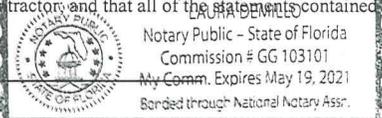
Dated December 23, 2020 B&B Underground Construction, Inc.
4050 Westgate Ave., Ste. 110, WPB, FL 33409
Contractor and Mailing Address _____
By  _____
(Signature)
Print: Stephen Decker, P.E., President
(Name and Title)

State of FLORIDA
County of PALM BEACH

Subscribed and Sworn to (or affirmed) before me on 12/23/2020 (date)
personally appeared Stephen Decker (name)

He is personally known to me. Who being so duly sworn, did depose and say that he is PRESIDENT of the Contractor above mentioned; that he executed the above Application for Payment and statement on behalf of said Contractor, and that all of the statements contained therein are true, correct and complete.


Notary Public Signature and Seal



Laura Demillo #GG103101
Print Notary Name and Commission No.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: December 30, 2020 By: CTA Matthew J. Cigala Senior Supervising Engineer
(Name) (Title)

Date: January 8, 2021 By: _____ CITY OF LAKE WORTH
Giles Rhoads Assistant Director Water Utilities
 2021.01.08.10:34:11.0500
(Name) (Title)

APPLICATION FOR PAYMENT/CONTINUATION SHEET

2 INCH WATER MAIN RE-PLACEMENT PHASE IV

B & B UNDERGROUND CONSTRUCTION, INC.
 4050 WESTGATE AVENUE, SUITE 110
 WEST PALM BEACH, FL. 33409

APPLICATION NO.:	12	REVISED
APPLICATION DATE:	12/10/2020	
PERIOD FROM:	10/1/2020	
PERIOD TO:	11/30/2020	
PURCHASE ORDER NO.:		

A ITEM NO.	B DESCRIPTION OF WORK	ORIGINAL CONTRACT				PREVIOUS PERIOD		THIS PERIOD		TO DATE		M % (O/F)	N BALANCE TO FINISH	O RETAINAGE (0%)
		C QUANTITY	D UNIT	E VALUE	F SCHEDULED VALUE	G QUANTITY	H VALUE	I QUANTITY	J VALUE	K QUANTITY	L VALUE			
1	MOBILIZATION	1	LS	\$ 165,000.00	\$ 165,000.00	1	\$ 165,000.00		\$ -	1	\$ 165,000.00	100.00%	\$ 0.00	\$ -
2	PERFORMANCE & PAYMENT GUARANTY & INSURANCE	1	LS	\$ 33,000.00	\$ 33,000.00	1	\$ 33,000.00		\$ -	1	\$ 33,000.00	100.00%	\$ -	\$ -
3	BACTERIOLOGICAL TESTING	1	LS	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00		\$ -	1	\$ 12,000.00	100.00%	\$ -	\$ -
4	MAINTENANCE OF TRAFFIC	1	LS	\$ 30,000.00	\$ 30,000.00	1	\$ 30,000.00		\$ -	1	\$ 30,000.00	100.00%	\$ -	\$ -
5	AS BUILT PREPARATION	1	LS	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00		\$ -	1	\$ 25,000.00	100.00%	\$ -	\$ -
6	ENVIRONMENTAL PROTECTION PLAN (NPDES & SWPPP)	1	LS	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00		\$ -	1	\$ 7,500.00	100.00%	\$ 0.00	\$ -
	SUBTOTAL WATER				\$ 272,500.00		\$ 272,500.00		\$ -		\$ 272,500.00		\$ 0.00	\$ -
	WATER													
7	FURNISH & INSTALL TEMPERARY 2" PVC WATER MAIN AND WATER SERVICES INCLUDING CONNECTION TO EXISTING WATER METERS	1,000	LF	\$ 2.00	\$ 2,000.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 2,000.00	\$ -
8	FURNISH & INSTALL 4" DUCTILE IRON PIPE (DIP) WATER	1,906	LF	\$ 45.75	\$ 87,199.50	1870.45	\$ 85,573.09		\$ -	1870.45	\$ 85,573.09	98.13%	\$ 1,626.41	\$ -
9	FURNISH & INSTALL 4" POLYVINYL CHLORINE PIPE (PVC) WATER MAIN	8,300	LF	\$ 30.00	\$ 249,000.00	7878.83	\$ 236,364.90		\$ -	7878.83	\$ 236,364.90	94.93%	\$ 12,635.10	\$ -
10	FURNISH & INSTALL 6" DUCTILE IRON PIPE (DIP) WATER MAIN	5,145	LF	\$ 41.00	\$ 210,945.00	5235.25	\$ 214,645.25		\$ -	5235.25	\$ 214,645.25	101.75%	\$ (3,700.25)	\$ -
11	FURNISH & INSTALL 6" POLYVINYL CHLORIDE PIPE (PVC) WATER MAIN	6,645	LF	\$ 31.00	\$ 205,995.00	6123.04	\$ 189,814.24		\$ -	6123.04	\$ 189,814.24	92.15%	\$ 16,180.76	\$ -
12	FURNISH & INSTALL DUCTILE IRON FITTINGS WATER FITTINGS	15	TON	\$ 1,000.00	\$ 15,000.00	2.806	\$ 2,806.00		\$ -	2.806	\$ 2,806.00	18.71%	\$ 12,194.00	\$ -
13	FURNISH & INSTALL NEW 3/4"-1" WATER METER BOX (B-12)	774	EA	\$ 175.00	\$ 135,450.00	740	\$ 129,500.00		\$ -	740	\$ 129,500.00	95.61%	\$ 5,950.00	\$ -
14	FURNISH & INSTALL NEW 1.5"-2" WATER METER BOX (B-36)	17	EA	\$ 400.00	\$ 6,800.00	15	\$ 6,000.00		\$ -	15	\$ 6,000.00	88.24%	\$ 800.00	\$ -
15	FURNISH & INSTALL NEW 2" WATER SERVICE (TO BE USED FOR INSTALLATION SHOWN ON SHEET W-9)	231	LF	\$ 32.00	\$ 7,392.00	181	\$ 5,792.00		\$ -	181	\$ 5,792.00	78.35%	\$ 1,600.00	\$ -
16	FURNISH & INSTALL NEW 1" SINGLE WATER SERVICE (TYPICAL)(TYPE A)	596	EA	\$ 580.00	\$ 345,680.00	562	\$ 325,960.00		\$ -	562	\$ 325,960.00	94.30%	\$ 19,720.00	\$ -
17	FURNISH & INSTALL NEW 2" SINGLE WATER SERVICE(TYPICAL)(TYPE B)	18	EA	\$ 1,175.00	\$ 21,150.00	12	\$ 14,100.00		\$ -	12	\$ 14,100.00	66.67%	\$ 7,050.00	\$ -
18	FURNISH & INSTALL NEW 1" DOUBLE WATER SERVICE 2 (3/4" METERS TYPE C	66	EA	\$ 900.00	\$ 59,400.00	106	\$ 95,400.00		\$ -	106	\$ 95,400.00	160.61%	\$ (36,000.00)	\$ -

APPLICATION FOR PAYMENT/CONTINUATION SHEET

2 INCH WATER MAIN RE-PLACEMENT PHASE IV

B & B UNDERGROUND CONSTRUCTION, INC.
4050 WESTGATE AVENUE, SUITE 110
WEST PALM BEACH, FL. 33409

APPLICATION NO.:	12	REVISED
APPLICATION DATE:	12/10/2020	
PERIOD FROM:	10/1/2020	
PERIOD TO:	11/30/2020	
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19	FURNISH & INSTALL NEW 2" TRIPLE WATER SERVICE 3 (3/4" METERS TYPE D)	2	EA	\$ 1,500.00	\$ 3,000.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 3,000.00	\$-
20	FURNISH & INSTALL NEW 2" TRIPLE WATER SERVICE (SERVING 2 (3/4") METERS & 1 " METER) TYPE E	2	EA	\$ 2,100.00	\$ 4,200.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 4,200.00	\$-
21	FURNISH & INSTALL NEW 2" QUADRUPLE WATER SERVICE (SERVING 4-(3/4") METERS (TYPE F)	1	EA	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00		\$ -	1	\$ 3,500.00	100.00%	\$ -	\$-
22	FURNISH & INSTALL NEW 1" SINGLE SERVICE SERVING 2 (3/4") METER TRENCHLESS STREET CROSSING/BORING TO PROPOSED WATERMAIN (TYPE H)	22	EA	\$ 1,400.00	\$ 30,800.00	13	\$ 18,200.00		\$ -	13	\$ 18,200.00	59.09%	\$ 12,600.00	\$-
23	FURNISH & INSTALL NEW 1" DOUBLE SERVICE SERVING 2(3/4) METERS TRENCHLESS STREET CROSSING/BORING TO PROPOSED WATERMAIN (TYPE H)	1	EA	\$ 2,500.00	\$ 2,500.00	2	\$ 5,000.00		\$ -	2	\$ 5,000.00	200.00%	\$ (2,500.00)	\$-
24	FURNISH & INSTALL NEW 2" DOUBLE WATER SERVICE SERVING 1" & 2 (3/4") METER TRENCHLESS STREET CROSSING/BORING TO PROPOSED WATERMAIN (TYPE J)	1	EA	\$ 2,600.00	\$ 2,600.00	4	\$ 10,400.00		\$ -	4	\$ 10,400.00	400.00%	\$ (7,800.00)	\$-
25	FURNISH & INSTALL NEW 1" SINGLE WATER SERVICE (SERVINIG 1" METER OR 3/4" METER (CONNECT TO EXISTING WATER MAIN (TYPE J)	2	EA	\$ 2,000.00	\$ 4,000.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 4,000.00	\$-
26	FURNISH & INSTALL NEW 1" DOUGLE WATER SERVICE (SERVINIG 1" METER OR 3/4" METER (CONNECT TO EXISTING WATER MAIN (TYPE K)	2	EA	\$ 2,100.00	\$ 4,200.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 4,200.00	\$-
27	FURNISH & INSTALL NEW 1" WATER SERVICE ON PRIVATE PROPERTY (FROM REAR OF PROPERTY TO NEW METER LOCATION@ FRONT OF PROPERTY	8,033	LF	\$ 10.00	\$ 80,330.00	4458	\$ 44,580.00		\$ -	4458	\$ 44,580.00	55.50%	\$ 35,750.00	\$-
28	FURNISH & INSTALL NEW 2" WATER SERVICE ON PRIVATE PROPERTY (FROM REAR OF PROPERTY TO NEW METER LOCATION@ FRONT OF PROPERTY	1,103	LF	\$ 11.25	\$ 12,408.75	0	\$ -		\$ -	0	\$ -	0.00%	\$ 12,408.75	\$-
29	FURNISH & INSTALL 4" GATE VALVE	40	EA	\$ 1,100.00	\$ 44,000.00	40	\$ 44,000.00		\$ -	40	\$ 44,000.00	100.00%	\$ -	\$-
30	FURNISH & INSTALL 6" GATE VALVE	30	EA	\$ 1,275.00	\$ 38,250.00	30	\$ 38,250.00		\$ -	30	\$ 38,250.00	100.00%	\$ -	\$-

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31	FURNISH & INSTALL FIRE HYDRANT ASSEMBLY	21	EA	\$ 3,700.00	\$ 77,700.00	17	\$ 62,900.00	0.5	\$ 1,850.00	17.5	\$ 64,750.00	83.33%	\$ 12,950.00	\$-
32	FURNISH & INSTALL 4"X4" TAPPING SLEEVE AND VALVE	4	EA	\$ 3,900.00	\$ 15,600.00	1	\$ 3,900.00		\$ -	1	\$ 3,900.00	25.00%	\$ 11,700.00	\$-
33	FURNISH & INSTALL 6"X4" TAPPING SLEEVE AND VALVE	7	EA	\$ 3,600.00	\$ 25,200.00	6	\$ 21,600.00		\$ -	6	\$ 21,600.00	85.71%	\$ 3,600.00	\$-
34	FURNISH & INSTALL 6"X6" TAPPING SLEEVE AND VALVE	8	EA	\$ 4,550.00	\$ 36,400.00	8	\$ 36,400.00		\$ -	8	\$ 36,400.00	100.00%	\$ -	\$-
35	FURNISH & INSTALL 8"X4" TAPPING SLEEVE AND VALVE	1	EA	\$ 3,800.00	\$ 3,800.00	2	\$ 7,600.00		\$ -	2	\$ 7,600.00	200.00%	\$ (3,800.00)	\$-
36	FURNISH & INSTALL 8"X6" TAPPING SLEEVE AND VALVE	1	EA	\$ 4,200.00	\$ 4,200.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 4,200.00	\$-
37	FURNISH & INSTALL 12"X4" TAPPING SLEEVE AND VALVE	3	EA	\$ 5,300.00	\$ 15,900.00	2	\$ 10,600.00		\$ -	2	\$ 10,600.00	66.67%	\$ 5,300.00	\$-
38	FURNISH & INSTALL 12"X6" TAPPING SLEEVE AND VALVE	1	EA	\$ 5,550.00	\$ 5,550.00	1	\$ 5,550.00		\$ -	1	\$ 5,550.00	100.00%	\$ -	\$-
39	FURNISH & INSTALL 16"X6" TAPPING SLEEVE AND VALVE	3	EA	\$ 10,900.00	\$ 32,700.00	3	\$ 32,700.00		\$ -	3	\$ 32,700.00	100.00%	\$ -	\$-
40	CUT EXISTING WATER MAIN AND CONNECT PROPOSED WATER MAIN	15	EA	\$ 1,900.00	\$ 28,500.00	30	\$ 57,000.00		\$ -	30	\$ 57,000.00	200.00%	\$ (28,500.00)	\$-
41	FURNISH & INSTALL 4" LINE STOP	8	EA	\$ 1,100.00	\$ 8,800.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 8,800.00	\$-
42	FURNISH & INSTALL 6" LINE STOP	4	EA	\$ 1,200.00	\$ 4,800.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 4,800.00	\$-
43	CUT & PLUG EXISTING 2"-3" WATER MAIN TO BE ABANDON	53	EA	\$ 250.00	\$ 13,250.00	35	\$ 8,750.00	1	\$ 250.00	36	\$ 9,000.00	67.92%	\$ 4,250.00	\$-
44	REMOVE & DISPOSE EXISTING 2" GALVANIZED STEEL WATER MAIN	4,000	LF	\$ 4.00	\$ 16,000.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 16,000.00	\$-
45	REMOVE & DISPOSE EXISTING 2" RETIRED GAS MAIN	2,000	LF	\$ 4.00	\$ 8,000.00	5252	\$ 21,008.00		\$ -	5252	\$ 21,008.00	262.60%	\$ (13,008.00)	\$-
46	FURNISH & INSTALL EXCAVATABLE FLOWABLE FILL (8" DEEP X 12"WIDE) PER FDOT SPECIFICATION SECTION 121	60	CY	\$ 120.00	\$ 7,200.00	3.5	\$ 420.00		\$ -	3.5	\$ 420.00	5.83%	\$ 6,780.00	\$-
47	FURNISH & INSTALL SAMPLE POINT	70	EA	\$ 410.00	\$ 28,700.00	65	\$ 26,650.00		\$ -	65	\$ 26,650.00	92.86%	\$ 2,050.00	\$-
48	ABANDON & GROUT FILL EXISTING 4"-6" WATERMAIN PER FDOT SPECIFICATION SECTION 121	110	LF	\$ 7.75	\$ 852.50	0	\$ -		\$ -	0	\$ -	0.00%	\$ 852.50	\$ -
	WATER SUBTOTAL				\$ 1,908,952.75		\$ 1,764,963.48		\$ 2,100.00		\$ 1,767,063.48		\$ 141,889.27	\$ -
	ROADWAY													
49	FURNISH & PLACE PAVEMENT RESTORATION (WITHIN CITY ROW)	5,113	SY	\$ 43.00	\$ 219,859.00	3582.39	\$ 154,042.77	3.35	\$ 144.05	3585.74	\$ 154,186.82	70.13%	\$ 65,672.18	\$-

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50	FURNISH & PLACE PAVEMENT RESTORATION (ON PRIVATE PROPERTY)	1,296	SY	\$ 48.00	\$ 62,208.00	264.28	\$ 12,685.44		\$ -	264.28	\$ 12,685.44	20.39%	\$ 49,522.56	\$-
51	FURNISH & PLACE PAVEMENT RESTORATION (WITHIN PBC ROW)	248	SY	\$ 78.00	\$ 19,344.00	418.72	\$ 32,660.16		\$ -	418.72	\$ 32,660.16	168.84%	\$ (13,316.16)	\$-
52	MILL EXISTING ROADWAY ASPHALT (1")	2,285	SY	\$ 5.25	\$ 11,996.25	3808.395	\$ 19,994.07		\$ -	3808.395	\$ 19,994.07	166.67%	\$ (7,997.82)	\$-
53	FURNISH & PLACE ASPHALTIC CONCRETE OVERLAY (MIN.1" TYPE SP-9.5 WITHIN CITY ROW)	2,285	SY	\$ 12.50	\$ 28,562.50	4515.631	\$ 56,445.39		\$ -	4515.631	\$ 56,445.39	197.62%	\$ (27,882.89)	\$-
54	FURNISH & PLACE ASPHALT MILLINGS (4"MIN.)	875	SY	\$ 17.50	\$ 15,312.50	14857.5	\$ 260,006.25		\$ -	14857.5	\$ 260,006.25	1698.00%	\$ (244,693.75)	\$-
55	FURNISH & PLACE 6" LIMEROCK BASE SECTION (LBR 100) IN ALLEY	14,495	SY	\$ 12.75	\$ 184,811.25	0	\$ -		\$ -	0	\$ -	0.00%	\$ 184,811.25	\$-
56	REMOVE & REPLACE TYPE F CURB & GUTTER	368	LF	\$ 29.00	\$ 10,672.00	19.25	\$ 558.25		\$ -	19.25	\$ 558.25	5.23%	\$ 10,113.75	\$-
57	REMOVE & REPLACE TYPE D CURB	315	LF	\$ 20.00	\$ 6,300.00	18.42	\$ 368.40		\$ -	18.42	\$ 368.40	5.85%	\$ 5,931.60	\$-
58	REMOVE & REPLACE VALLEY GUTTER	1,260	LF	\$ 29.00	\$ 36,540.00	20.5	\$ 594.50		\$ -	20.5	\$ 594.50	1.63%	\$ 35,945.50	\$-
59	REMOVE & REPLACE CONCRETE HEADER CURB (6" WIDE)	315	LF	\$ 29.00	\$ 9,135.00	8	\$ 232.00		\$ -	8	\$ 232.00	2.54%	\$ 8,903.00	\$-
60	REMOVE & REPLACE CONCRETE SIDEWALK (MIN.4" THICK)WITHIN ROW	370	SY	\$ 55.00	\$ 20,350.00	108.2	\$ 5,951.00		\$ -	108.2	\$ 5,951.00	29.24%	\$ 14,399.00	\$-
61	REMOVE & REPLACE CONCRETE SIDEWALK/ACCESS DRIVEWAY (MIN.6" THICK)WITHIN ROW INCLUDING ADA RAMPS	1,608	SF	\$ 50.00	\$ 80,400.00	57.07	\$ 2,853.50		\$ -	57.07	\$ 2,853.50	3.55%	\$ 77,546.50	\$-
62	REMOVE EXISTING CONCRETE SIDEWALK & REPLACE WITH NEW THICKENED EDGE CONCRETE SIDEWALK (MIN. 4" THICK) (WITHIN ROW)	679	SY	\$ 65.00	\$ 44,135.00	641.02	\$ 41,666.30		\$ -	641.02	\$ 41,666.30	94.41%	\$ 2,468.70	\$-
63	REMOVE & REPLACE CONCRETE SIDEWALK/ACCESS DRIVEWAY (MIN.6"THICK) ON PRIVATE PROPERTY)	290	SY	\$ 50.00	\$ 14,500.00	4.5	\$ 225.00		\$ -	4.5	\$ 225.00	1.55%	\$ 14,275.00	\$-
64	REMOVE & REPLACE DECORATIVE CONCRETE SIDEWALK/ACCESS DRIVEWAY (MIN.6"THICK) ON PRIVATE PROPERTY)	105	SY	\$ 125.00	\$ 13,125.00	6.6	\$ 825.00		\$ -	6.6	\$ 825.00	6.29%	\$ 12,300.00	\$-
65	FURNISH & INSTALL NEW CONCRETE SIDEWALK/ACCESS DRIVEWAY (MIN.6" THICK)WITHIN ROW	315	SY	\$ 55.00	\$ 17,325.00	634.73	\$ 34,910.15		\$ -	634.73	\$ 34,910.15	201.50%	\$ (17,585.15)	\$-

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66	REMOV E& REPLACE SOD (WITHIN ROW)	426	SY	\$ 9.00	\$ 3,834.00	490.44	\$ 4,413.96		\$ -	490.44	\$ 4,413.96	115.13%	\$ (579.96)	\$-
67	REMOVE & REPLACE SOD (ON PRIVATE PROPERTY)	1,700	SY	\$ 9.00	\$ 15,300.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 15,300.00	\$-
68	FURNISH & INSTALL TRUNCATED DOMES PER FDOT INDEX 304	242	SF	\$ 30.00	\$ 7,260.00	26	\$ 780.00	12	\$ 360.00	38	\$ 1,140.00	15.70%	\$ 6,120.00	\$-
69	RELOCATE EXISTING WOOD FENCEING (6'IN HEIGHT)TO PROPERTY LINE	462	LF	\$ 2.00	\$ 924.00	8	\$ 16.00		\$ -	8	\$ 16.00	1.73%	\$ 908.00	\$-
70	REMOVE & REPLACE EXISTING (4'-6' IN HEIGHT)CHAINLINK FENCE	1,085	LF	\$ 2.00	\$ 2,170.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 2,170.00	\$-
71	EXCAVATE & REPAIR SINKHOLE ADJACENT TO EXISTING MANHOLE (SHEET W-6)	1	EA	\$ 29,000.00	\$ 29,000.00	1	\$ 29,000.00		\$ -	1	\$ 29,000.00	100.00%	\$ -	\$-
	ROADWAY SUBTOTAL				\$ 853,063.50		\$ 658,228.14		\$ 504.05		\$ 658,732.19		\$ 194,331.31	\$-
	LANDSCAPE													
72	RELOCATE EXISTING TREES AND PALMS ONTO PRIVATE PROPERTY AS DIRECTED BY HOMEOWNER AND ENGINEER	26	EA	\$ 50.00	\$ 1,300.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 1,300.00	\$-
73	REMOVE AND DISPOSE EXISTING TREES AND PALMS	21	EA	\$ 50.00	\$ 1,050.00	2	\$ 100.00	2	\$ 100.00	4	\$ 200.00	19.05%	\$ 850.00	\$-
74	FURNISH & INSTALL IRRIGATION RESTORATION	21	LOT	\$ 100.00	\$ 2,100.00	2	\$ 200.00	2	\$ 200.00	4	\$ 400.00	19.05%	\$ 1,700.00	\$-
	LANDSCAPE SUBTOTAL				\$ 4,450.00		\$ 300.00		\$ 300.00		\$ 600.00		\$ 3,850.00	\$-
	PAVEMENT MARKING & SIGNAGE													
75	FURNISH & INSTALL SOLID TRAFFIC STRIPE.THERMOPLASTIC (6") WHITE AND YELLOW (INCLUDES DOUBLE YELLOW)	3,000	LF	\$ 4.00	\$ 12,000.00	320	\$ 1,280.00	1529	\$ 6,116.00	1849	\$ 7,396.00	61.63%	\$ 4,604.00	\$-
76	FURNISH & INSTALL SOLID TRAFFIC STRIPE.THERMOPLASTIC (12") WHITE	500	LF	\$ 8.00	\$ 4,000.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 4,000.00	\$-
77	FURNISH & INSTALL SOLID TRAFFIC STRIPE.THERMOPLASTIC (24") WHITE (STOP BAR)	300	LF	\$ 9.00	\$ 2,700.00	34.5	\$ 310.50		\$ -	34.5	\$ 310.50	11.50%	\$ 2,389.50	\$-
78	FURNISH & INSTALL SOLID TRAFFIC STRIPE.THERMOPLASTIC DIRECTIONAL FOW/TURN ARROW	10	EA	\$ 200.00	\$ 2,000.00	1	\$ 200.00	6	\$ 1,200.00	7	\$ 1,400.00	70.00%	\$ 600.00	\$-
	PAVEMENT MARKING & SIGNAGE SUBTOTAL				\$ 20,700.00		\$ 1,790.50		\$ 7,316.00		\$ 9,106.50		\$ 11,593.50	\$-
	ALLOWANCES													
79	PLUMBING PERMIT FEE ALLOWANCE	1	ALLOW	\$ 70,000.00	\$ 70,000.00	0.062	\$ 4,340.00		\$ -	0.062	\$ 4,340.00	6.20%	\$ 65,660.00	\$-

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80	OPTIONAL SERVICES	1	ALLOW	\$ 370,000.00	\$ 370,000.00	0.226083144	\$ 83,650.76	0.007581081	\$ 2,805.00	0.233664225	\$ 86,455.76	23.37%	\$ 283,544.24	\$-
	ALLOWANCE SUBTOTAL				\$ 440,000.00		\$ 87,990.76		\$ 2,805.00		\$ 90,795.76		\$ 349,204.24	\$-
	TOTAL BASE BID (1-80)				\$ 3,499,666.25		\$ 2,785,772.88		\$ 13,025.05		\$ 2,798,797.93		\$ 700,868.32	\$-
	ALTERNATIVE BID ITEMS													
A 1	FU"RNISH & INSTALL POLYVINYAL CHLORIDE (PVC) WATERMAIN PIPE 4" UTILIZING TRENCHLESS METHODS	1,000	LF	\$ 80.00	\$ 80,000.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 80,000.00	\$-
A 2	FU"RNISH & INSTALL POLYVINYAL CHLORIDE (PVC) WATERMAIN PIPE 6" UTILIZING TRENCHLESS METHODS	500	LF	\$ 85.00	\$ 42,500.00	0	\$ -		\$ -	0	\$ -	0.00%	\$ 42,500.00	\$-
	TOTAL ALTERNATIVE BID				\$ 122,500.00		\$ -		\$ -		\$ -		\$ 122,500.00	\$-
FIELD CHANGE DIRECTIVES/CHANGE ORDERS														
1	Exploratory Digs	1	Hour	\$ 561.00	\$ 561.00	52.25	\$ 29,312.25	5.00	\$ 2,805.00	57.25	\$ 32,117.25			
2	Expanded alley G/H from 10th Ave to 9th Ave North	1	LS	\$ 35,554.50	\$ 35,554.50	1	\$ 35,554.50		\$ -	1	\$ 35,554.50			
3	Time Extension Only				\$ -	0	\$ -		\$ -	0	\$ -			
4	2" Main along South G from 9th Street	1	LS	\$ 18,784.00	\$ 18,784.00	1	\$ 18,784.00		\$ -	1	\$ 18,784.00			
5	Reconciliation Amount	1	LS	\$ 700,868.32	\$ (700,868.32)								\$ (700,868.32)	
	TOTAL/FCD/CO				\$ (645,968.82)	0				0				
	ADJUSTED CONTRACT PRICE				\$ 2,798,797.93		\$ 2,785,772.88		\$ 13,025.05		\$ 2,798,797.93		\$ (0.00)	\$ -

Price of Original Contract: \$3,499,666.25 authorized by Commission on February 19, 2019

Current Price of Contract (including Change Orders): \$3,499,666.25

Price of Current Change Order: \$(700,868.32).

New Contract Price: \$2,798,797.93

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

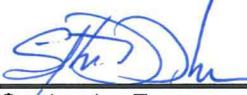
Contract Time Change

No Change Extended Decreased by 76 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: B&B Underground Construction, Inc.
(Contractor Name)


Contractor Representative (Signature)

President
Title

08 JAN 2021
Date

Approved by: 
Water Utility Director

Brian Shields
2021.01.08
10:39:28 -05'00'

January 8, 2021
Date

IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. 01-Final to the 2-inch Watermain Replacement Phase 4 Project on _____, 20__.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Pam Triolo, Mayor

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 19, 2021

DEPARTMENT: Water Utilities

TITLE:

Work Order #3 with Shenandoah General Construction, LLC for 10th Avenue North stormwater lining

SUMMARY:

The Work Order #3 with Shenandoah General Construction, LLC provides lining of the stormwater main along 10th Avenue North west of Dixie Hwy for a total cost of \$102,715.50

BACKGROUND AND JUSTIFICATION:

The City has an agreement with Shenandoah General Construction for Storm Drain Cleaning, Repairs and Maintenance. Work Order #3 includes lining of three segments of the 36-inch stormwater main along 10th Avenue North west of Dixie Highway between N F St and N H St. These sections of stormwater main have experienced infiltration of groundwater due to heavy rainfalls and high water tables, which has washed away the roadway base and caused sinkholes in the road. Lining the pipe in these sections will create a new sealed pipe and cease any infiltration from occurring and washing away the road base.

MOTION:

Move to approve/disapprove Work Order #3 with Shenandoah General Construction, LLC for 10th Avenue North stormwater lining for a total cost of \$102,715.50.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order #3

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$102,715.50	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	\$102,715.50	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:

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
428-5090-538.63-15	Stormwater	N/A	\$3,721,149	\$3,349,921.72	-\$102,715.50	\$3,247,206.22

**AGREEMENT FOR STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE
WORK ORDER NO. 3**

THIS WORK ORDER (“Work Order” hereafter) is made on the ____ day of _____, 2021, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City” hereafter) and **Shenandoah General Construction, LLC**, a Florida limited liability company (“Contractor” hereafter), whose local business address is located at 1888 N.W. 22nd Street, Pompano Beach, FL 33069.

1. Project Description. The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the project generally described as:

1. 10TH Ave North from Manhole 1111 to 1012 install approximately 339-ft of 36” CIPP liner #P20115
2. 10th Ave North from Manhole 1012 to 1010 install approximately 197-ft of 36” CIPP liner #P20116
3. 10TH Ave North from Manhole 1010 to 1010A install approximately 123-ft of 36 CIPP liner #P20117

(the “Project”).

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

3. Schedule and Liquidated Damages. Substantial completion of all services and work under this Work Order shall be within **45 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 **60 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 Five Hundred dollars (\$500.00) for each day that expires after the time specified in this Work Order.

4. Compensation and Direct Purchases. This Work Order is issued for a lump sum, not to exceed amount of **One Hundred Two thousand seven hundred fifteen dollars and fifty cents (\$102,715.50).** The attached proposals identify all costs and expenses included in the unit price, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: N/A.

5. Project Manager. The Project Manager for the Contractor is Lenny Jalarski, phone: 954-868-6067; email: lennyj@shenandoahconstruction.com; and, the Project Manager for the City is Julie Parham, phone: 561-586-1798; email: jparham@lakeworthbeachfl.gov.

6. 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. 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 Broward College Contract; 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. 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.

9. Authorization. This Work Order is issued pursuant to the Agreement for Storm Drain Cleaning, Repairs and Maintenance between the City of Lake Worth Beach and the Contractor, dated August 2, 2019 ("Work Order" 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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this **Work Order** as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

By: _____
Deborah M. Andrea, 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

428-5090-538.63-15

**SHENANDOAH GENERAL CONSTRUCTION
COMPANY**

By: _____
Name: Daniel DiMura
Title: Vice President



[Corporate Seal]

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 11 day of January, 2021, by Daniel DiMura, as Vice President of Shenandoah General Construction, LLC, a Florida limited liability company, and who is personally known to me or who has produced the following _____ as identification.

Wanda Wang Leung

Notary Public



WANDA WANG LEUNG
Commission # GG 133535
Expires December 10, 2021
Bonded Thru Budget Notary Services

EXHIBIT 1
CONTRACTOR'S PROPOSAL



1888 NW 22nd Street
(772) 202-3260

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

DATE: January 06, 2021
SUBMITTED TO: Lake Worth Public Works, City of
STREET: 1749 3rd st
CITY, STATE & ZIP: Lake Worth, FL 33460
PHONE: (561)586-1720
FAX: (561) 586-1690
EMAIL: jlove@lakeworthbeachfl.gov
JOB NAME: 10th Ave. N. Section 1111 to 1012
ATTENTION: Judy Love

PROPOSAL #P20115

We propose to furnish a crew and all necessary equipment to clean, televise, and install 36" CIPP at the above mentioned job location. This work will be performed at our following hourly and/or unit prices: The pricing on this proposal is based off of a piggyback of Shenandoah Construction's Broward College Storm Drain Cleaning, Repairs, and Maintenance RFP-2018-167-EH

Mobilization	(at \$300.00 Each)	1 Each	\$300.00
Medium Cleaning and Sediment Removal 36"	(at \$2.50 Per L.F.)	339 L.F.	\$847.50
Storm Drain Video Inspection 0-48"	(at \$6.00 Per L.F.)	339 L.F.	\$2,034.00
Install 36" CIPP	(at \$146.00 Per L.F.)	339 L.F.	\$49,494.00
Estimated Total:			\$52,675.50

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Louis Voska

TITLE
Estimator

DATE
01/06/2021

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:



1888 NW 22nd Street
(772) 202-3260

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

DATE: January 06, 2021
SUBMITTED TO: Lake Worth Public Works, City of
STREET: 1749 3rd st
CITY, STATE & ZIP: Lake Worth, FL 33460
PHONE: (561)586-1720
FAX: (561) 586-1690
EMAIL: jlove@lakeworthbeachfl.gov
JOB NAME: 10th Ave, N. Section 1012 to 1010
ATTENTION: Judy Love

PROPOSAL #P20116

We propose to furnish a crew and all necessary equipment to clean, televise, and install 36" CIPP at the above mentioned job location. This work will be performed at our following hourly and/or unit prices: The pricing on this proposal is based off of a piggyback of Shenandoah Construction's Broward College Storm Drain Cleaning, Repairs, and Maintenance RFP-2018-167-EH

Mobilization	(at \$300.00 Each)	1 Each	\$300.00
Medium Cleaning and Sediment Removal 36"	(at \$2.50 Per L.F.)	197 L.F.	\$492.50
Storm Drain Video Inspection 0-48"	(at \$6.00 Per L.F.)	197 L.F.	\$1,182.00
Install 36" CIPP	(at \$146.00 Per L.F.)	197 L.F.	\$28,762.00

Estimated Total: \$30,736.50

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Louis Voska

TITLE
Estimator

DATE
01/06/2021

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:



1888 NW 22nd Street
(772) 202-3260

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

DATE: January 06, 2021
SUBMITTED TO: Lake Worth Public Works, City of
STREET: 1749 3rd st
CITY, STATE & ZIP: Lake Worth, FL 33460
PHONE: (561)586-1720
FAX: (561) 586-1690
EMAIL: jlove@lakeworthbeachfl.gov
JOB NAME: 10th Ave. N. Section 1010 to 1010A
ATTENTION: Judy Love

PROPOSAL #P20117

We propose to furnish a crew and all necessary equipment to clean, televise, and install 36" CIPP at the above mentioned job location. This work will be performed at our following hourly and/or unit prices: The pricing on this proposal is based off of a piggyback of Shenandoah Construction's Broward College Storm Drain Cleaning, Repairs, and Maintenance RFP-2018-167-EH

Mobilization	(at \$300.00 Each)	1 Each	\$300.00
Medium Cleaning and Sediment Removal 36"	(at \$2.50 Per L.F.)	123 L.F.	\$307.50
Storm Drain Video Inspection 0-48"	(at \$6.00 Per L.F.)	123 L.F.	\$738.00
Install 36" CIPP	(at \$146.00 Per L.F.)	123 L.F.	\$17,958.00

Estimated Total: \$19,303.50

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Louis Voska

TITLE
Estimator

DATE
01/06/2021

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 19, 2021

DEPARTMENT: City Commission

TITLE:

Ratification of a appointment to the Historic Resources Preservation Board.

SUMMARY:

Ratification of a reappointment to the Historic Resources Preservation Board.

BACKGROUND AND JUSTIFICATION:

On February 5, 2013, the Commission adopted an ordinance amending the board member appointment process to allow for the selection of board members by individual elected officials. In accordance with the ordinance, the board appointments would be effective upon ratification by the Commission as a whole.

The following reappointment is requested to be ratified.

Historic Resources Preservation Board

Commissioner Robinson's appointment of Stephen Pickett to the Historic Resources Preservation Board to fill an unexpired term ending on July 31, 2023.

MOTION:

Move to approve/disapprove the ratification of the Commissioner Robinson's appointment of Stephen Pickett to the Historic Resources Preservation Board to fill an unexpired term ending on July 31, 2023.

ATTACHMENT(S):

Fiscal Impact Analysis: N/A

Membership board log

Board application

VOLUNTEER ADVISORY BOARD APPLICATION

BOARD/S YOU ARE APPLYING TO BE ON	· Historic Resources Preservation Board **
NAME	Stephen Pickett
RESIDENCE ADDRESS	207 S K Street Lake Worth Beach, FL 33460 United States
UPLOAD PROOF OF RESIDENCY	· Steve-Pickett-Utility-Bill-12_2020.pdf
DO YOU HAVE A DIFFERENT MAILING ADDRESS?	No
PHONE	(561) 427-8325
BUSINESS PHONE	(561) 721-4461
CELL PHONE	(561) 427-8325
EMAIL	sdpickett@hotmail.com
ARE YOU A CITIZEN OF THE UNITED STATES?	No
ARE YOU A REGISTERED PALM BEACH COUNTY VOTER?	No
ARE YOU A REGISTERED LAKE WORTH VOTER?	No
HOW LONG HAVE YOU BEEN A RESIDENT OF LAKE WORTH BEACH?	2.5 years
LIST ALL PROPERTIES OWNED AND/OR BUSINESS INTERESTS IN LAKE WORTH	207 S K Street, Lake Worth Beach, FL
WHAT IS YOUR OCCUPATION?	Land Planner/Landscape Architect
EMPLOYER?	JMorton Planning & Landscape Architecture
ARE YOU CURRENTLY SERVING ON ANY CITY ADVISORY BOARD?	No
HAVE YOU EVER SERVED ON A CITY OF LAKE WORTH BOARD?	No
DO YOU SERVE ON ANY BOARDS IN FLORIDA, OR ARE YOU AN ELECTED OR APPOINTED STATE, COUNTY, OR MUNICIPAL OFFICE HOLDER, OR PALM BEACH COUNTY EMPLOYEE?	Yes
FLORIDA BOARDS, POSITION, ETC.	Palm Beach County Planning Congress
HIGH SCHOOL	Southern Victoria
DATE OF GRADUATION	06/28/1989
COLLEGE	University of Guelph
DATE OF GRADUATION	10/11/2002
RESUME ATTACHMENT	· SPickett Resume-2020-10-25.pdf
WORK EXPERIENCE	See attached resume
INTEREST/ACTIVITIES	Planning issues, community development, politics, music.
COMMUNITY INVOLVEMENT	Palm Beach County Planning Congress

6. A - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (FIRST PREFERENCE)

Although I have only purchased a home in Lake Worth Beach a relatively short time ago, I have been in the area since 2003. Originally from Canada, I received my permanent residency in 2017. Shortly after, I purchased my home. I specifically chose a home close to the downtown because I have always loved the feel of Lake Worth Beach. I have been very encouraged by the improvements that Lake Worth Beach has been experiencing in the last several years and would like to contribute to its vision as we all move forward.

6. B - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (SECOND PREFERENCE)

I would like to help mold the direction of the redevelopment of the historic areas to balance redevelopment with preservation of the character they have to offer.

CONSENT

I agree to the privacy policy.

I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

I have read the attached Ordinance No. 2010-29 and Article XIII (Palm Beach County) Code of Ethics and understand the policy on the City of Lake Worth Beach Code of Ethics. Within 30 days after appointment, I understand that I am required to participate in Ethics Training and submit an Acknowledgement of Receipt form to the City Clerk's Office in order to continue to serve on my appointed board.

*THIS APPLICATION IS VALID FOR ONE (1) YEAR FROM THE DATE SIGNED ABOVE.

*THIS APPLICATION IS NOT VALID WITHOUT APPLICANT'S PROOF OF RESIDENCY.

SIGNATURE

Stephen Pickett



Customer Name
STEPHEN D PICKETT

Statement Date
November 24, 2020

Account Number
[REDACTED]-22460

Service Address
207 S K ST



Last Bill Amount	Payments	Adjustments	Previous Balance	New Charges	Total Amount Due	New Charges Due By
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	12/21/2020

Message Center

NEW Options

- Pay-by-Phone: 833-336-0993 (24 hours per day)
- Pay-by-CASH @ 7-Eleven, CVS - sign up www.PayNearMe.com/LakeWorthBeach
- Pay-Online : www.LakeWorthBeachFL.gov
- Pay-by-Mail: City of Lake Worth Beach
 PO BOX 30552
 TAMPA FL 33630-3552
- Report a Power Outage or Street Light issue: outage.LakeWorthBeachFL.gov

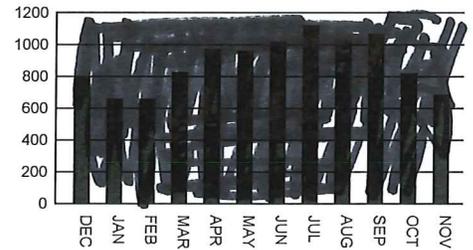
Summary of New Charges

Electric	[REDACTED]
Water	[REDACTED]
Sewer	[REDACTED]
Service Period: 10/13/2020 to 11/12/2020	
Total New Charges	\$ [REDACTED]
Previous Balance Forward	[REDACTED]
Total Amount Due	\$ [REDACTED]

Electric Service

Electric	[REDACTED]
Fuel Charge	[REDACTED]
Gross Receipts Tax	[REDACTED]
Public Utility Tax	[REDACTED]
Electric Total	[REDACTED]
Meter #	[REDACTED]
Service Period:	10/13/2020 to 11/12/2020
Service Days:	30
Current Read:	[REDACTED]
Previous Read:	[REDACTED]
KWH USED:	[REDACTED]

Electric Usage History



Please see back of statement for additional charges

◆ Detach and return with payment ◆



City of Lake Worth Beach
 414 Lake Avenue
 Lake Worth, FL 33460-3807



Service Address
207 S K ST

Due Date
12/21/2020

Account Number
[REDACTED]-22460

Total Amount Due
[REDACTED]

Optional Donation

Care to Share
 Tax Deductible

\$

Total Amount
 Enclosed

\$

Make check payable to **City of Lake Worth Beach**

[REDACTED]

[REDACTED]

STEPHEN D PICKETT
 207 S K ST
 LAKE WORTH BEACH FL 33460-4130

002006

00022192700002246000000018644

Steve Pickett

Post: 207 S K Street, Lake Worth Beach, FL 33460 Tel: 561.427.8325

Email: sdpickett@hotmail.com

Professional Skills

Project Management:

- ✓ Primary client contact; coordination and liaising with clients, consultants, and government department staff.
- ✓ Preparation and coordination of responses to government development approval review comments.
- ✓ Attendance and assistance in public hearings for development approval.
- ✓ Supervision, preparation, and coordination of materials in response to government development approval review comments.
- ✓ Preparation of proposals and budgets; budget tracking.
- ✓ Preparation of responses to RFPs.

Land Planning:

- ✓ Preparation and compilation of due diligence/site assessment materials regarding development potential.
- ✓ Navigation and interpretation of municipal Comprehensive Plans, Zoning and Land Development Regulations.
- ✓ Preparation of strategies for achieving maximum development potential.
- ✓ Preparation of concept layouts through submittal for governmental review
- ✓ Preparation of site plan documents for government review and approval.

Landscape Architecture:

- ✓ Preparation of conceptual site plans and sketches.
- ✓ Supervision of preparation of construction documents.
- ✓ Preparation of technical specifications.
- ✓ Consultation and coordination with design team and suppliers for appropriate design solutions.
- ✓ Project representation for construction job meetings and project team meetings
- ✓ Construction review and site assessment.
- ✓ Preparation of assessment and recommendation reports for community development initiatives.

Graphic/Computer:

- ✓ Extensive use of AutoCAD, Photoshop and Adobe Acrobat.
- ✓ Extensive experience preparing hand graphics: colored site plans, diagrams, concept sketches.
- ✓ Basic knowledge of Sketch-up.

Performance:

- ✓ Enthusiastic, highly motivated, adaptable, collaborative, strong work ethic.

Relevant Work

Project Manager: JMorton Planning & Landscape Architecture, Palm Beach Gardens, FL (October 2014 – present)

- ✓ Developing projects from concept to development approval
- ✓ Future Land Use (Comprehensive Plan), Zoning and Land Development Regulation analysis
- ✓ Project coordination with clients and consultants
- ✓ Supervision and preparation of materials for government review and approval

- ✓ Office operations; coordination between the Principal and Office Administration regarding software, equipment, and protocols
- ✓ Project representation at government staff review
- ✓ Supervision and preparation of graphics and presentations

**Project Landscape Architect: Vollick McKee Petersmann & Associates Ltd., Halifax, NS
(May 2010 – October 2014)**

- ✓ Developing projects from concept to construction documents
- ✓ Preparation of technical specifications
- ✓ Project coordination with clients and consultants
- ✓ Preparation of materials for client review
- ✓ Construction review/Site Assessment
- ✓ Representation at construction job meetings
- ✓ Presentation of reports and recommendations
- ✓ Supervision and preparation of graphics and presentations

Senior Land Planner: Glenn Group Ltd., Fredericton, NB (March 2009 – May 2010)

- ✓ Developing projects from concept to construction documents
- ✓ Preparation of reports regarding re-development and tourism
- ✓ Project coordination with clients and consultants
- ✓ Preparation of materials for client review
- ✓ Presentation of reports and recommendations
- ✓ Supervision and preparation of graphics and presentations

Project Manager: Land Design South, Port St. Lucie, FL (Oct 2004 – Oct 2008)

- ✓ Developing projects from concept to final development approval
- ✓ Future Land Use (Comprehensive Plan) and Zoning analysis
- ✓ Project coordination with clients and consultants
- ✓ Supervision and preparation of materials for government review
- ✓ Project representation at government staff review
- ✓ Proposals, budgeting and tracking
- ✓ Supervision and preparation of graphics and presentations

Asst. Project Mgr: Gillespie Design Group, La Jolla, CA, (2004)

- ✓ Conceptual design to construction drawing development
- ✓ Cost estimation and material selection
- ✓ Project coordination with clients and consultants
- ✓ Supervision and preparation of graphics and preparation

Project Designer: Land Design South, West Palm Beach, FL (2003)

- ✓ Assisted in government review from concept to final development approval
- ✓ Prepared technical drawings for governmental review
- ✓ Coordination with clients, consultants, and government staff
- ✓ Preparation of support documents for site plan approval

Education

- ✓ **Master of Landscape Architecture** 1999-2002
University of Guelph, Guelph, ON, Canada
- ✓ **Landscape Horticulture Technology(High Honors)** 1997-1999
Dalhousie University – Agricultural Campus, Truro, NS, Canada
- ✓ **Bachelor of Science in Agriculture** 1989-1994
Dalhousie University – Agricultural Campus, Truro, NS, Canada

Professional Affiliations

- ✓ Professional Landscape Architect – State of Florida 2016-present
- ✓ Palm Beach County Planning Congress 2018-present



HISTORIC RESOURCES PRESERVATION BOARD

Three-Year Terms

MEMBERS	APPOINTED	PHONE	ETHICS TRAINING	TERM EXPIRES
Judith Fox 514 N. Palmway Email: TBD (Citizen at large) (Mayor's Appointment)	05/01/118	C: 561-253-4895	YES	07/31/2021
Geoffrey Harris 605 N Lakeside Dr. #3 gbharch@gmail.com (Architecture) (Vice Mayor's Appointment - District 3)	10/06/20	C: 720-771-9276		07/31/2023
Judith Just VICE CHAIR 306 N. Lakeside Dr. Judithjust01@hotmail.com (Law) (Commissioner District 1 Appointment)	07/23/12	H: 561-202-8081 W: 561-547-0549 C: 561-379-5372	YES	07/31/2022
William Feldkamp CHAIR 108 Lake Avenue, #205 billfeldkamp@gmail.com (Commissioner District 2 Appointment)	04/04/17	C: 561-248-5769	YES	07/31/2022
VACANT (Ona's resignation) (Commissioner District 4 Appointment)				07/31/2023
Bernard Guthrie 823 South Palmway bguthrie@pottydoctor.com (Contractor) (Mayor's Appointment)	04/3/18	C: 561-719-6696	YES	07/31/2023
Robert D'Arinzo 531 North Ocean Breeze bobpier@hotmail.com (Real Estate Sales) (Vice Mayor's Appointment - District 3)	08/16/16	C: 561-662-8370	YES	07/31/2023

Meetings: Second Wednesday of each month at 6:00 PM



The Board's function is to consider historic preservation issues and shall consist of five resident members plus two alternates appointed by the City Commission. Four members constitute a quorum. Initial appointments: one member to serve three years; two members to serve one year; two members for a term of two years; thereafter, all regular terms three years and alternate terms one year.

Ord. No. 2014-02 - Section 23.2-7 establishes that the historic resources preservation board shall consist of seven (7) members. All members of the board shall be residents of or property owners in the city. Members of the historic resources preservation board shall serve without compensation. The seven (7) members shall be appointed by the city commission. All members of the board shall be appointed for a term of three (3) years. If any member of the board shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty-five (25) percent of the public meetings of the board held within any twelve-month period, the city clerk shall declare the member's office vacant and the city commission shall promptly fill such vacancy. Vacancies in the board membership by resignation, illness or other causes shall be filled by the city commission for the unexpired term of the member involved. Members of the historic resources preservation board may be removed from office by the city commission at its discretion. The board shall select its own chairman and vice-chairman annually at the first meeting in January. The city's preservation planner shall serve as secretary and advisor to the board. The membership of the HRPB shall include, to the extent available, members from the disciplines of architecture, architectural history, planning, archeology or related fields. At least two (2) members of the HRPB shall be experienced in the areas of real estate sales, land development, banking or law. One (1) member shall be from a professional discipline as described above and one (1) member shall be a citizen at large. The city commission shall determine whether or not the existing members of the HRPB meet the requirements of the certified local government program and may appoint up to two (2) additional members to the HRPB, if needed. Whenever a new member is appointed to the HRPB, the city commission shall consider the professional requirements of the new member to ensure that the requirements of the certified local government program are met. When necessary, persons serving on the HRPB shall attend educational meetings to develop a special interest, expertise, experience or knowledge in history, architecture, or related disciplines.

Ord. 2013-34 - Section 23.2, effective August 16, 2013 deletes alternate members and increases membership to seven (7) board members and amends absentee policy to three (3) consecutive regularly scheduled meetings or at twenty five percent (25%) of the public meetings of the Board held within any 12-month period, the City clerk shall declare the member's office vacant and the City Commission shall promptly fill such vacancy.

Ord. No. 2012-17, effective 04/27/12, changed qualifications to include disciplines of architecture, architectural history, planning, archaeology, or related fields. At least (2) members shall be experienced in the areas of real estate sales, land development, banking or law. One (1) alternate shall be from a professional discipline, and one (1) alternate member shall be a citizen at large.

Ord. No. 2010-16, HRPB was created.

Effective July 2017, Financial Disclosure Forms are required.

Secretary: Sherrie Coale

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 19, 2021

DEPARTMENT: Commission

TITLE:

Ordinance No. 2020-21 – Second Reading - Prohibition on Distribution of Plastic Straws at City Facilities

SUMMARY:

Ordinance No. 2020-21 proposes to enact a prohibition against the distribution of plastic straws at City facilities and on City property.

BACKGROUND AND JUSTIFICATION:

Pursuant to unanimous City Commission direction at its December 1, 2020 meeting, Ordinance No. 2020-21 proposes to enact a prohibition against the distribution of plastic straws at City facilities and on City property. The proposed ordinance provides for a 180-education period and then commences enforcement efforts with penalties. The proposed ordinance will be enforceable by the City's Code Compliance Division or PBSO (municipal ordinance violation). The proposed penalties for violations are \$250 for a first offense and \$500 for a repeat offense.

The proposed prohibition applies at City facilities and City property and when utilized by a special event permittee. The ordinance passed unanimously on first reading at the December 15, 2020 City Commission meeting.

MOTION:

Move to approve/disapprove Ordinance No. 2020-21 - Prohibition on Distribution of Plastic Straws at City Facilities.

ATTACHMENT(S):

Fiscal Impact Analysis N/A
Ordinance 2020-21

ORDINANCE NO. 2020-21 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 15, “OFFENSES – MISCELLANEOUS” OF THE CITY’S CODE OF ORDINANCES, BY CREATING A NEW ARTICLE VIII, TO BE ENTITLED, “PROHIBITION ON DISTRIBUTION OF PLASTIC STRAWS AT CITY FACILITIES”; PROVIDING FOR EXCEPTIONS, EDUCATION, ENFORCEMENT, AND PENALTIES; AND, PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Lake Worth Beach, Florida, (hereinafter referred to as the “City”) pursuant to the authority granted in Chapter 166, Florida Statutes, is authorized and empowered to amend the City’s Code of Ordinances; and

WHEREAS, the City is committed to environmental protection and stewardship, and hereby finds that it is in the best interest, safety and welfare of its residents and visitors to reduce litter, waste, pollutants, and greenhouse gas emissions; and

WHEREAS, discarded single-use plastic straws threaten wildlife and marine life, contribute to overburdened landfills, and degrade and litter drainage and sewage systems and degrade and litter the beaches and waters off of Florida’s coast, which include areas with the City; and

WHEREAS, single-use plastic straws are neither readily recyclable nor biodegradable, and take hundreds of years to degrade constitute a portion of the litter in the City’s streets, parks, public places and waterfront areas; and

WHEREAS, prohibiting the distribution, sale or use of single-use plastic straws at City facilities will decrease the amount of plastic that may end up in our environment through litter, windblown debris, and overflowing trash cans; and

WHEREAS, the City finds there are reasonable, environmentally friendly alternatives to single-use plastic straws including, but not limited to, straws made of paper, plant, vegetable, and other natural products; and

WHEREAS, the City Commission has determined that it is in the best interest of the residents and visitors of the City to promote the public health, safety and general welfare by amending Chapter 15 of the Code of Ordinances to enact a prohibition against the distribution, sale or use of single-use plastic straws at City facilities and on City property; and

WHEREAS, the City Commission finds the adoption of this Ordinance serves a valid public purpose.

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

Section 1. The foregoing recitals are hereby affirmed and ratified as true and correct statements.

Section 2. That Chapter 15, entitled “Offenses – Miscellaneous,” of the City’s Code of Ordinances is amended to create a new Article VIII, to be entitled “Prohibition on Distribution of Plastic Straws at City Facilities” and which shall provide as follows:

ARTICLE VIII. - PROHIBITION ON DISTRIBUTION OF PLASTIC STRAWS AT CITY FACILITIES

Sec. 15-105. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this article, except when the context clearly indicates a different meaning:

(a) **Plastic straw** means a straw sold or distributed for the purpose or intent of transferring a beverage from its container to the mouth of the drinker by suction, which is made predominantly of plastic derived from petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene and which is primarily intended for a single use. The term shall not include food grade paper straws, straws made of compostable plant material, or straws made of metal, wood, ceramic or similar materials and designed for re-use.

(b) **City facility** includes, but is not limited to, any building, structure, park, beach, road, street, right-of-way, or other facility owned, operated, or managed by the city.

(c) **City property** includes, but is not limited to, any land, water, or air rights owned, operated or managed by the city.

(d) **Distribution or to distribute** means the vending, sale, giving, deployment or delivering for any purpose of a plastic straw whether or not incident to the sale, vending or provision of any kind of beverage in a container.

(e) **Special event permittee** means any person or entity, and their officers, employees, agents and subcontractor(s), issued a special event permit by the city for a special event on city property or at a city facility.

Sec. 15-106. – Distribution of plastic straws prohibited; exceptions.

(a) A plastic straw shall not be distributed at any city facility or city property or by any special event permittee.

(b) **Exceptions.** This prohibition shall not apply to:

1. Pre-packaged beverages with plastic straws provided that such beverages are prepared and packaged outside the city and are not altered, packaged, or repackaged within the city.

2. The use of a plastic straw by any disabled person that requires or relies on the use of a plastic straw to consume beverages and/or food supplements.

3. A plastic straw that is included with and manufactured as a part of, or in combination with, a re-usable beverage container and is intended for continued and multiple uses with such container.

4. Use during a locally declared emergency.

Sec. 15-105. – Public education prior to enforcement.

Following adoption of this Article and for a period of 180 days, the city shall engage in public education efforts deemed appropriate by the city manager to educate persons regarding the provisions of this Article and to provide assistance in identifying alternatives to plastic straws.

Sec. 15-105. – Enforcement; penalties.

(a) Commencing 180 days after the adoption of the ordinance from which this Article derives, the city shall enforce violations of this Article.

(b) A violation of this article shall be punishable by a fine not to exceed two hundred fifty dollars (\$250.00) for the first violation and five hundred dollars (\$500.00) for each repeat violation. Each day a violation of this article occurs shall constitute a separate offense. The city may pursue enforcement of this article through its code compliance provisions; through the issuance of a code citation; through the issuance of a notice to appear; and, prosecution in county court. The penalty set forth herein and the remedies available to enforce the same shall not preclude any other penalties or remedies available at law or in equity including, without limitation, injunctive relief in the circuit court.

(c) Nothing stated herein shall be construed as a limitation to the city's remedies available to it through its contract, lease, permit or other contractual-based relationship with the violator.

Section 3. That the publisher of the Code of Ordinances of the City is authorized to conform chapter, article, section, subsection, and clause numbers and letters and capitalization, set forth in this Ordinance to the numbering, lettering and capitalization structure established in the Code of Ordinances of the City of Lake Worth Beach, Florida, and to correct non-substantive scrivener's errors in the codification of this Ordinance

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any provision of this ordinance or the application thereof is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. Effective Date. This ordinance shall become effective ten (10) days after its final passage.

The passage of this ordinance on first reading was moved by Vice Mayor Amoroso, seconded by Commissioner Maxwell and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo	AYE
Vice Mayor Andy Amoroso	AYE
Commissioner Scott Maxwell	AYE
Commissioner Herman Robinson	AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 15th day of December, 2020.

The passage of this ordinance on second reading was moved by _____, seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo
 Vice Mayor Andy Amoroso
 Commissioner Scott Maxwell
 Commissioner Herman

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2021.

CITY OF LAKE WORTH BEACH

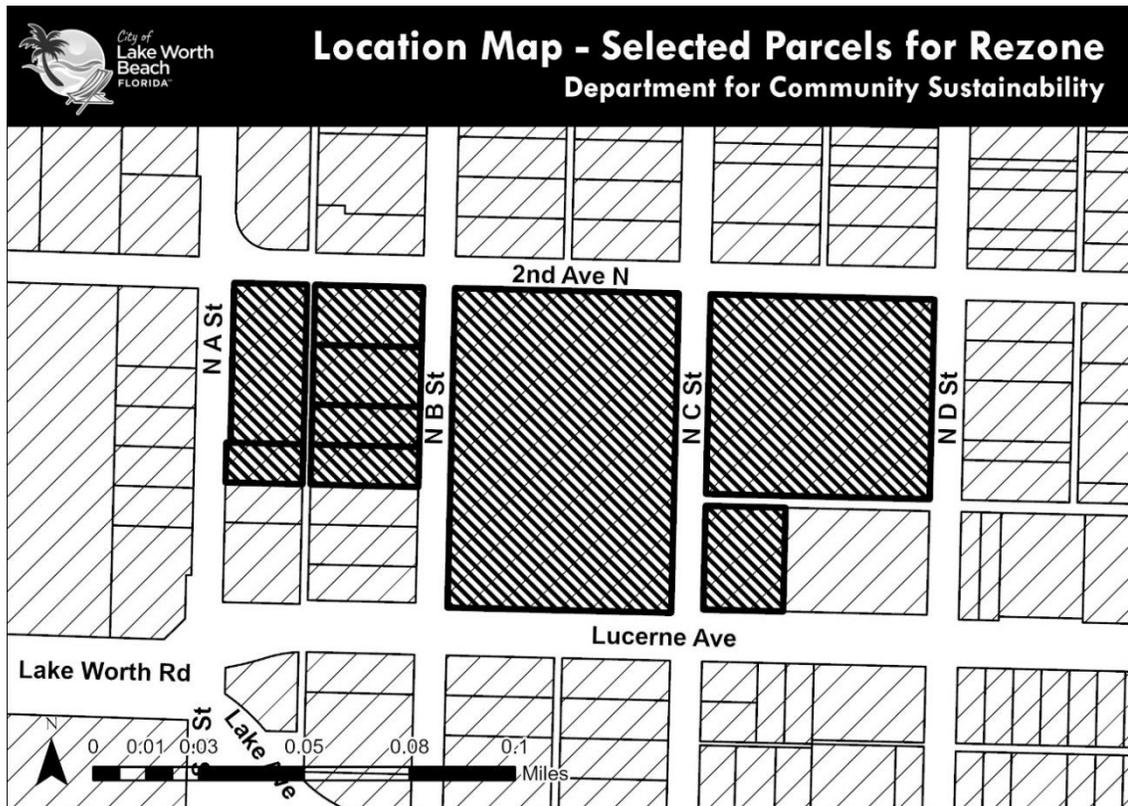
By: _____
Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Exhibit A

Property Location: The subject eight (8) parcels are generally located south of 2nd Avenue North, east of North A Street, north of Lucerne Avenue and west of North D Street as depicted in the map below and include the following property control numbers: 38434421150060010, 38434421150040010, 38434421150020090, 38434421150020080, 38434421150020062, 38434421150020050, 38434421150020030, and 38434421150020021.



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 19, 2021

DEPARTMENT: City Manager

TITLE:

Resolution No. 02-2021 – Establishing the City’s Charter Review Committee

SUMMARY:

Resolution No. 02-2021 establishes a 5-member advisory board to consider amendments to the City Charter and make recommendations for the same to the City Commission

BACKGROUND AND JUSTIFICATION:

The City Commission at its December 1, 2020 Regular City Commission meeting discussed possible amendments to the City’s Charter including term limits, resign-to-run restrictions, declarations of emergency and more detailed vacancy appointment procedures. As a result of the discussion, the City Commission unanimously directed staff to bring back an item to establish a Charter Review Committee to review the entire Charter for potential amendments including those discussed by the City Commission.

Resolution No. 02-2021 proposes to create a 5-member advisory board as the City’s Charter Review Committee. The Mayor and each Commissioner will appoint a City resident or City business owner to serve, which appointments will be ratified by the Commission as a whole. The Committee members will then meet, select officers, and commence reviewing the Charter and creating amendment recommendations to be provided to the City Commission. The Charter Review Committee will have 180 days to complete its review and recommendation (which can be extended by the City Manager). The Charter Review Committee will be subject to Florida’s Sunshine Law and must have meetings that are accessible to the public and allow for public comment. The Committee will also be subject to Florida’s Public Records Act. The City Manager, City Clerk, and City Attorney will provide assistance to the Charter Review Committee as needed with the City Attorney providing initial Sunshine Law and Public Records Act training.

MOTION:

Move to approve/disapprove Resolution No. 02-2021 establishing the City’s Charter Review Committee

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Resolution No. 02-2021

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RESOLUTION NO. 02-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ESTABLISHING A CHARTER REVIEW COMMITTEE TO REVIEW, RECOMMEND, AND SUBMIT PROPOSED AMENDMENTS TO THE CITY'S CHARTER; PROVIDING FOR COMPOSITION, OBJECTIVE, MEETINGS, AND ASSISTANCE OF THE COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission for the City of Lake Worth Beach recognizes the necessity of amending sections of the City Charter from time to time to take into account changes in technology, law, financial matters, and other factors, which may necessitate or facilitate the need for amendments to the City Charter;

WHEREAS, the City Commission has recently expressed interest in considering term limits, resign to run restrictions, declarations of emergency, and more detailed procedures on vacancy appointments;

WHEREAS, in order to ensure the City Charter is reviewed for such potential amendments in an efficient and timely manner, the City Commission has determined that an advisory committee consisting of active, concerned residents and business owners is desirable; and,

WHEREAS, the City Commission has determined that the formation of the City's Charter Review Committee as set forth herein 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, FLORIDA, that:

Section 1. Composition of Charter Review Committee. The Charter Review Committee shall consist of five (5) City resident and/or City business owner members appointed by the City Commission. The Mayor and each Commissioner will recommend a member to be ratified by the entire Commission no later than _____, 2021. Appointed members shall serve without compensation. The appointed members shall serve until the Charter Review Committee submits its recommendation to the City Commission for consideration. Thereafter, the Charter Review Committee will be automatically dissolved without further action. All Charter Review Committee members shall serve at the pleasure of the City Commission. Any vacancy created by the incapacity or resignation of a member shall be promptly filled in writing by the original maker of the appointment without the need for ratification.

Section 2. Objective of Charter Review Committee. The Charter Review Committee shall review the City Charter and provide a recommendation to the City Commission regarding proposed amendments to the City Charter. The Charter Review Committee shall consider proposed amendments which include, but are not limited to,

48 term limits, resign to run restrictions, declarations of emergency, and more detailed
49 procedures on vacancy appointments. The Charter Review Committee's
50 recommendation shall be delivered to the City Clerk within 180 days of its first meeting
51 unless an extension is granted by the City Manager in writing. The City Clerk will place
52 the Charter Review Committee's recommendation on an upcoming City Commission
53 regular meeting agenda. The City Commission shall review the recommendation of the
54 Charter Review Committee and determine if any proposed amendments to the City
55 Charter should be pursued by the City. Ultimately, the timing of any proposed
56 amendment(s) to the Charter will be finalized by ordinance no later than early December
57 2021 in order to be placed on the March 2022 municipal election ballot by the Palm Beach
58 County Supervisor of Elections.

59
60 **Section 3. Meetings.** The Charter Review Committee shall meet for the purpose
61 organization within thirty (30) days of all members being appointed. The City Clerk shall
62 organize the first meeting of the Charter Review Committee. At the initial meeting, the
63 Charter Review Committee shall elect a Chair from its membership to lead the meetings
64 and elect a Vice-Chair to act in the event the Chair is absent. The Charter Review
65 Committee shall also elect a Secretary from its membership to take and maintain minutes
66 of the Charter Review Committee meetings. The City Attorney will provide Sunshine Law
67 and Public Records training to the Charter Review Committee at its first meeting.

68 Further meetings of the Charter Review Committee shall be held on the call of the
69 Chair or a majority of the appointed members. All meetings of the Charter Review
70 Committee shall be open to the public with reasonable notice of the date and time of the
71 meetings. All meetings shall be held at City Hall in the Commission Chambers. The
72 Charter Review Committee shall allow public comment at its meetings. Minutes of each
73 meeting shall be taken and maintained by the Secretary. The Secretary shall send a copy
74 of the minutes to the City Clerk for maintaining after the Charter Review Committee is
75 dissolved.

76 A majority of the appointed members of the Charter Review Committee shall
77 constitute a quorum. No City Charter amendment shall be submitted to the City
78 Commission unless recommended by an affirmative vote of a majority of the appointed
79 members.

80 The Charter Review Committee will be subject to Florida's Public Records Act,
81 Chapter 119, Florida Statutes, and Florida's Sunshine Law, Section 286.011, Florida
82 Statutes. Unless prohibited by law, the Charter Review Committee may adopt such other
83 rules and procedures for its meetings as it deems desirable.

84
85 **Section 4. Extraordinary Circumstances.** If due to extraordinary circumstances
86 (e.g., continuation of COVID-19 pandemic), the Charter Review Committee may use
87 assistive technology to conduct its meeting without being physically present at City Hall
88 (e.g., conduct the meetings via Zoom). Public comment may also be received via such
89 technology or other format. Notice of such meetings shall identify how the meetings will
90 be conducted and how public comment may be submitted or provided.

91
92 **Section 5. Assistance.** The City Manager, City Clerk, and City Attorney shall
93 assist the Charter Review Committee as needed. Further staff or other professionals may
94 be provided to assist the Charter Review Committee as needed.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 19, 2021

DEPARTMENT: Commission

TITLE:

Discussion about Education Advisory Committee

SUMMARY:

Palm Beach County School Board Commission member, Erica Whitfield, suggested at a meeting held on January 5, 2021 that the City form an Education Advisory Committee.

BACKGROUND AND JUSTIFICATION:

Ms. Whitfield explained the various needs in the local schools for support due to the COVID pandemic. Many students have not been going to school and grades are dropping in all three levels of education. She also spoke about the needs of children living in homes with food insecurities. She asked for assistance in setting up an Education Advisory Committee to meet monthly to discuss the needs of the local schools. Commissioner Robinson was going to meet with the NAPC members to see if he could reach out to the various neighborhoods for assistance in setting up this committee.

MOTION:

N/A as this is a discussion item

ATTACHMENT(S):

Fiscal Impact Analysis N/A

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 19, 2021

DEPARTMENT: Electric Utility

TITLE:

Work Order No. 6 with The L.E. Myers Co., for Electric Distribution System construction services

SUMMARY:

Work Order No. 6 authorizes The L.E. Myers Co., to complete construction services for relocation of the 3S04 electrical distribution circuit for future development projects in the amount not to exceed \$174,625.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposal (RFP 18-206) seeking proposals from qualified Electric Utility Contractors to build and construct numerous hardening and reliability improvements to the City's electrical transmission and distribution systems. A total of six Electric Utility Contractors were selected by the evaluation committee to complete these services.

Currently, the 3S04 distribution circuit exits the East Switching station overhead (OH), runs north along the west side of the Florida East Coast Railway (FECR), then turns east crossing both the FECR tracks and land parcel located at 1017 Lake Avenue. The 1017 Lake Avenue land parcel is a project development site and requires the existing 3S04 circuit to be relocated as part of this project and to support new growth and development within the City.

The temporary work plan involves re-routing the 3S04 feeder around the project development site to allow construction to commence. The long-term plan is to install a new underground feeder, under the FECR tracks and project development site in a dedicated utility easement. The design for the new underground feeder is currently being coordinated with the site developer, FECR as well as the Water & Sewer Departments as they will both share the utility easement.

The Electric Utility is requesting the services of L.E. Myers to complete relocation of the 3S04 circuit. The work is anticipated to be completed in 25 work days in the amount not exceed \$174,625

MOTION:

Move to approve/disapprove Work Order No. 6 to The L.E. Myers Co. to complete construction services for relocation of the 3S04 electrical distribution circuit at a cost not to exceed \$174,625

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order 6

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$174,625	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	\$174,625	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:

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2133	\$500,000	\$500,000	-\$174,625	\$325,375

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
WORK ORDER NO. 6
Temporary Relocation 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 **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: **Temporary Relocation of 3S-04 Circuit** (the "Project"). The Project is more specifically described in the proposal prepared by The L.E. Myers Co., dated January 8th, 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 **40** 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 **45** 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 \$ 174,624.60. 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 all materials to complete the job.

5.0 Project Manager

The Project Manager for the Contractor is Raymond Richards, phone: 407-466-4663; email: RRichards@mygroup.com; and, the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: pnicholas@lakeworthbeachfl.gov.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 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: _____
Pam Triolo, Mayor

ATTEST:

By: _____
Deborah M. Andrea, 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: The L.E. Myers Company

By: Raymond Richards

Print Name: Raymond Richards

Title: District Manager

[Corporate Seal]

STATE OF Florida)
COUNTY OF Lake)

The foregoing instrument was acknowledged before me this 11th day of January, 2021, by Raymond Richards, who was physically present, as District Manager (title), of The L.E. Myers Company, 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 Personally Known as identification.

Notary Public

Megan Heer
Print Name: Megan Heer
My commission expires: 10/7/2024

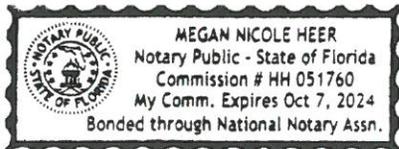


EXHIBIT "1"
Contractors Proposal



The L.E. Myers Co.
24925 State Road 46
Sorrento, FL 32776

407-466-4663 Phone

Raymond Richards
District Manager

Equal Opportunity Employer

January 8, 2021
Paul Nicholas
Engineering Manager
City of Lake Worth

RE: Bohemian Reroute
Prices effective until August 31, 2021

Dear Paul:

Thank you for allowing us the opportunity to work with you and the City of Lake Worth for your upcoming Bohemian Reroute Project. L.E. Myers recognizes that this work is critical to your system and we are committed to working hand and hand with the City to achieve the success of this project as well as their system wide program goals.

The L.E. Myers Co. shares the City's insistence and commitment to providing a safe working culture and environment for our employees and the public.

Our work plan includes utilizing conventional equipment to repair various electrical connections on Lake Worth's electrical infrastructure.

Total Lump Sum Price: \$174,624.60

Pricing Breakdown:

• Labor	\$89,250.54
• Equip.	\$26,704.06
• Restoration	\$ 9,900.00
• MOT	\$36,035.00
• <u>RR Flagman</u>	<u>\$12,375.00</u>
Total	\$174,624.60

Assumptions / Clarifications:

- *Night work is not included.*
- *All materials to be furnished by others, and on site prior to mobilization.*
- *All MOT will be the responsibility of L.E. Myers Co.*
- *Railroad flagman have not been acquired; delays may be encountered.*
- *Road Permits have not been acquired; delays may be encountered.*

Crew Composition:

Our crew structure will be compromised of one (1), four (4) man crew, and below we will detail their composition:

Crew 1:

The crew will be equipped with conventional aerial equipment to support these operations, which we have listed out below.

- 1-FM, 2-JL, 2-Ap
 - Pick-up
 - 55' Material Handler Bucket
 - 55' Material Handler Bucket
 - Line Truck
 - 4 Drum Rope Puller
 - 5052 Wire Stand/Tensioner Combo Unit
 - Material Trailer
 - Pole Trailer
 - Air Compressor

Schedule:

Estimated duration for this project, is five (5) weeks. Our pricing is based on utilizing existing resources currently on property, thus allowing for an immediate start on construction. The additional equipment necessary to start this project, can begin mobilizing upon receipt of a notice to proceed. Railroad flagman have not yet been secured, neither have any road ROW permits for lane closures. These unknown circumstances could impact project start and completion time.

We hope this meets with your approval. If you have any questions, do not hesitate to contact Raymond Richards @ 407-466-4663.

Sincerely,
The L. E. Myers Co.

Raymond Richards
District Manager



Danny Gessman
Regional Vice President





AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 2, 2021 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Carla Blockson

PLEDGE OF ALLEGIANCE: led by Commissioner Herman Robinson

AGENDA - Additions / Deletions / Reordering:

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

A. Presentation by Nicole Patterson, Principal of North Grade Elementary

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

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

A. Work Order #6 with The Paving Lady

B. L'Hoist Agreement for Quicklime for WTP

C. FDOT Subordination Agreement for Utilities on 6th Ave S

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

LAKE WORTH BEACH ELECTRIC UTILITY:

PRESENTATION: (there is no public comment on Presentation items)

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

PUBLIC HEARING:

NEW BUSINESS:

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

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)