

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

**FIRST AMENDMENT TO WORK ORDER No. 2** for 138kV Utility Transmission Line Repairs, Maintenance & New Construction ("Amendment" hereafter) is made on \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Service Electric Company**, a Florida corporation ("Contractor").

**1.0 Project Description:**

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the 138kV Utility Transmission Line Repairs, Maintenance & New Construction project generally described as: **Additional work associated with the 138kV Transmission Static Line Project** (the "Project"). The Project is more specifically described in the proposal prepared by Service Electric Company, dated July 13<sup>th</sup>, 2021 and are incorporated herein by reference.

**2.0 Scope**

Under this Amendment, the Contractor will provide the City of Lake Worth Beach with additional construction, matting, Maintenance of Traffic (MOT), railroad flaggers and Right-of-Way (ROW) Vegetation Management services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

**3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Amendment shall be within **10** calendar days from the Effective Date of this Amendment. Final completion of all services and work (and all punch-list items (if any)) under this Amendment shall be within **15** calendar days from the Effective Date of this Amendment. The Effective Date of this Amendment is the date following the parties' execution of this Amendment and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Amendment, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

**Liquidated Damages.** The City and Contractor recognize that time is of the essence under this Amendment and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Amendment and the Contract Documents are not completed within the times specified in this Amendment. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City **100** dollars (\$100 .00) for each day that expires after the time specified in this Amendment.

#### **4.0 Compensation**

This Amendment is issued for a lump sum, not to exceed amount of \$ 257,855.00. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Amendment by the City:

None

#### **5.0 Project Manager**

The Project Manager for the Contractor is Shane Niemann, phone: 352-231-9859; email: [sniemann@serviceelectricco.com](mailto:sniemann@serviceelectricco.com) ; and, the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: [pnicholas@lakeworthbeachfl.gov](mailto:pnicholas@lakeworthbeachfl.gov)

#### **6.0 Progress Meetings**

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

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

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

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Amendment, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated Amendment price within the Amendment stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Amendment price, within the Amendment time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

## **8.0 Warranty**

Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Amendment will be in accordance with this Amendment and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Amendment shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Amendment will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

## **7.0 Authorization**

This Amendment is pursuant to the 138kV Utility Transmission Line Repairs, Maintenance & New Construction Contract for between the City of Lake Worth and the Contractor, dated **December 4, 2018** ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Contract, the terms and conditions of the Contract shall prevail.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to Work Order No. 1 to the 138kV Utility Transmission Line Repairs, Maintenance & New Construction Agreement on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

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

CONTRACTOR:

Service Electric Company

By: James E. Bowen

[Corporate Seal]

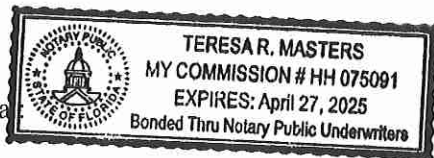
Print Name: James E. Bowen

Title: Sr. Vice-President

STATE OF Florida )  
COUNTY OF Lake )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 2<sup>nd</sup> day of August 2021, by James E. Bowen, as the Sr. VP [title] of Service Electric Co., a Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal



Teresa R. Masters  
Notary Public Signature

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



# SERVICE ELECTRIC Company

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

July 13, 2021

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

## Matting Breakdown

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

## Flagging and MOT Breakdown

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

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

## **Clarifications**

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

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

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

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