



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**UTILITY CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, SEPTEMBER 24, 2024 - 6:00 PM**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:** led by Commissioner Reinaldo Diaz

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

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

- A. [Electric Utility Update by Ed Liberty, Director of Electric Utilities](#)
- B. Water Utility Update by Vaughn Hayduk, Director of Water Utilities

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

**APPROVAL OF MINUTES:**

- A. [August 27, 2024](#)

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

- A. [Permission to apply for the Federal Highway Administration Grant](#)
- B. [Change Order #2 to Agreement with Close Construction Services, LLC for South Palm Park Sea Level Rise Mitigation Stormwater Pump Station Project](#)
- C. [Agreement with Lewis, Longman & Walker, P.A. for Legal Services Related to Water Supply Negotiations with the Town of Palm Beach](#)

**NEW BUSINESS:**

- A. [Work Order #13 with Hooper Corp. to provide construction services for the System Hardening and Voltage Conversion of Circuit 0602 from the 6th Ave. South substation](#)
- B. [Goods and Services Agreement with ULS Corporate, Inc. to purchase Two \(2\) Three-Phase, Outdoor Type, Pad-Mounted, Step-Down Transformers for the Lake Worth Lagoon Crossing project](#)
- C. [Resolution No. 41-2024 – establishing the rates and charges for the Electric Utility for Fiscal Year 2025](#)
- D. [Resolution No. 42-2024 – Electric Utility Storm Fund](#)
- E. [Contract with B&B Underground Construction, Inc. for Construction Services for the Parrot Cove Stormwater Improvements Project](#)
- F. [Work Order No. 11 with Globaltech, Inc. for demolition of North Elevated Tank](#)
- G. [Resolution No. 37-2024 – establish the Rates and Charges for the Water System for Fiscal Year 2025](#)

- H. [Resolution No. 38-2024 – Establishing the Rates, Fees, and Charges for the Sub-Regional Sewer System for Fiscal Year 2025](#)
- I. [Resolution No. 39-2024 – establish the Rates and Charges for the Local Sewer System for Fiscal Year 2025](#)
- J. [Resolution No. 40-2024 - designate Board Member and Alternate Board Member for the East Central Regional Water Reclamation Facility \(ECR\) representing Lake Worth Beach](#)
- K. [Agreement with FDEP for a Drinking Water State Revolving Fund \(SRF\) Loan for Lead Service Line Inventory](#)
- L. [Agreement with Allied Universal Corporation to purchase Sodium Hypochlorite \(Bleach\) for water treatment and odor control](#)

**ADJOURNMENT:**

The City Commission has adopted Rules of Decorum for Public Participation which are posted within the City Hall Chambers, online at: <https://hub.lakeworthbeachfl.gov/public-comment>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

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

**PCA Monthly Revenues Minus Expences Detail**

Month	PCA Revenues	Actual Invoices				Total PCA Expenditures	Difference
		OUC	Stanton Energy	FPL Transmission	Power Plant Fuel		
PCA balance after creation of Rate Stabilization Fund / Storm Fund & Retroactive payment for Solar I cancellation payment from March '23 ----->>>>>							\$732,451
Oct-23	\$1,508,742	\$960,029	\$82,049	\$245,514	\$0	\$1,287,593	\$221,149
Nov-23	\$1,374,662	\$671,450	\$111,685	\$215,275	\$0	\$998,410	\$376,253
Dec-23	\$1,211,190	\$548,688	\$107,600	\$206,150	\$0	\$862,438	\$348,752
Jan-24	\$1,026,739	\$783,756	\$83,459	\$218,139	\$0	\$1,085,353	-\$58,614
Feb-24	\$978,222	\$297,967	\$93,115	\$266,411	\$0	\$657,493	\$320,729
Mar-24	\$889,150	\$751,530	\$73,502	\$325,202	\$0	\$1,150,234	-\$261,084
Apr-24	\$884,308	\$765,688	\$46,955	\$304,676	\$0	\$1,117,319	-\$233,011
May-24	\$1,038,614	\$1,420,879	\$0	\$350,589	\$10,794	\$1,782,262	-\$743,648
Jun-24	\$1,308,065	\$1,437,706	\$91,192	\$375,732	\$6,087	\$1,910,717	-\$602,652
Jul-24	\$1,308,972	\$1,246,634	\$194,361	\$386,313	\$3,466	\$1,830,774	-\$521,802
Aug-24	\$1,346,381	\$1,169,165	\$179,743	\$430,934	\$0	\$1,779,841	-\$433,461
<b>TOTALS</b>	<b>\$14,474,702</b>	<b>\$11,159,251</b>	<b>\$1,257,373</b>	<b>\$3,618,235</b>	<b>\$20,347</b>	<b>\$10,533,873</b>	<b>-\$444,774</b>

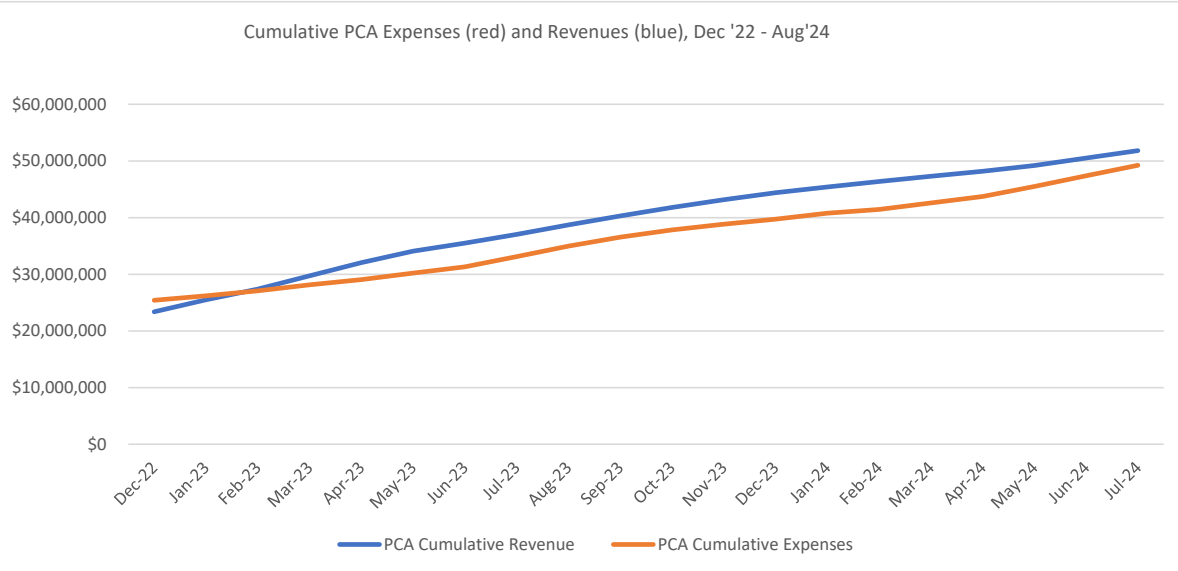
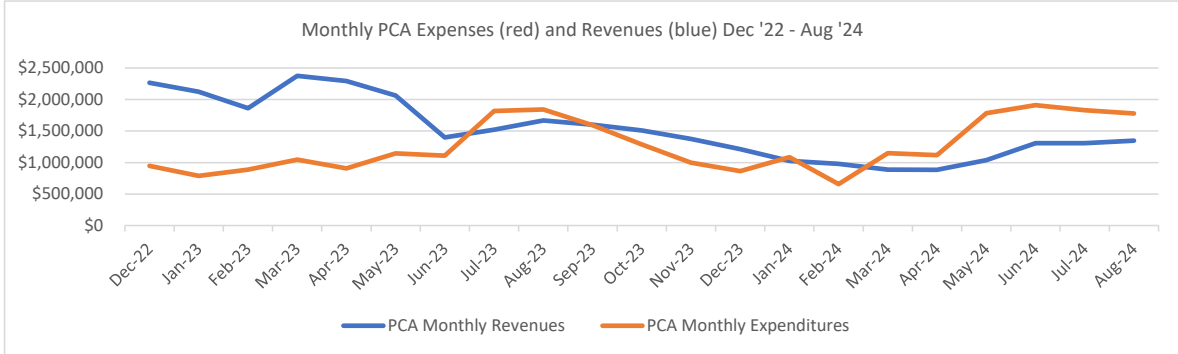
PCA Monthly Working Balance Exclusive of RSF Balance

OUC May 2024 invoice includes a generation revenue credit of \$17,255.24 (GT1 5/27)  
 OUC June 2024 invoice includes a generation revenue credit of \$8,661.04 (GT1 6/28)  
 OUC July 2024 Invoice includes a generation revenue credit of \$12,888.65 (GT1 dispatch 7/15)  
 Transferred \$1,403,278 from RSF to Electric Fund 8/2024

## PCA Table & Graphs

Month	PCA Monthly Revenues	PCA Monthly Expenditures	Difference
Dec-22	\$2,267,120	\$948,626	\$1,318,494
Jan-23	\$2,123,484	\$786,317	\$1,337,167
Feb-23	\$1,864,011	\$886,202	\$977,809
Mar-23	\$2,376,106	\$1,047,496	\$1,328,610
Apr-23	\$2,295,461	\$908,816	\$1,386,645
May-23	\$2,064,788	\$1,146,676	\$918,112
Jun-23	\$1,398,725	\$1,109,974	\$288,751
Jul-23	\$1,522,057	\$1,817,096	(\$295,039)
Aug-23	\$1,667,765	\$1,843,451	(\$175,686)
Sep-23	\$1,599,657	\$1,592,772	\$6,885
Oct-23	\$1,508,742	\$1,287,593	\$221,149
Nov-23	\$1,374,662	\$998,410	\$376,252
Dec-23	\$1,211,190	\$862,438	\$348,752
Jan-24	\$1,026,739	\$1,085,353	(\$58,614)
Feb-24	\$978,222	\$657,493	\$320,729
Mar-24	\$889,150	\$1,150,234	(\$261,084)
Apr-24	\$884,308	\$1,117,319	(\$233,011)
May-24	\$1,038,614	\$1,782,262	(\$743,648)
Jun-24	\$1,308,065	\$1,910,717	(\$602,652)
Jul-24	\$1,308,972	\$1,830,774	(\$521,802)
Aug-24	\$1,346,381	\$1,779,841	(\$433,460)
<b>TOTALS</b>	<b>\$53,164,630</b>	<b>\$51,012,684</b>	<b>\$2,151,946</b>

PCA Cumulative Revenue	PCA Cumulative Expenses
\$23,377,531	\$25,411,450
\$25,501,015	\$26,197,767
\$27,365,026	\$27,083,969
\$29,741,132	\$28,131,465
\$32,036,593	\$29,040,281
\$34,101,381	\$30,186,957
\$35,500,106	\$31,296,931
\$37,022,163	\$33,114,027
\$38,689,928	\$34,957,478
\$40,289,585	\$36,550,250
\$41,798,327	\$37,837,843
\$43,172,989	\$38,836,253
\$44,384,179	\$39,698,691
\$45,410,918	\$40,784,044
\$46,389,140	\$41,441,537
\$47,278,290	\$42,591,771
\$48,162,598	\$43,709,090
\$49,201,212	\$45,491,352
\$50,509,277	\$47,402,069
\$51,818,249	\$49,232,843
\$53,164,630	\$51,012,684

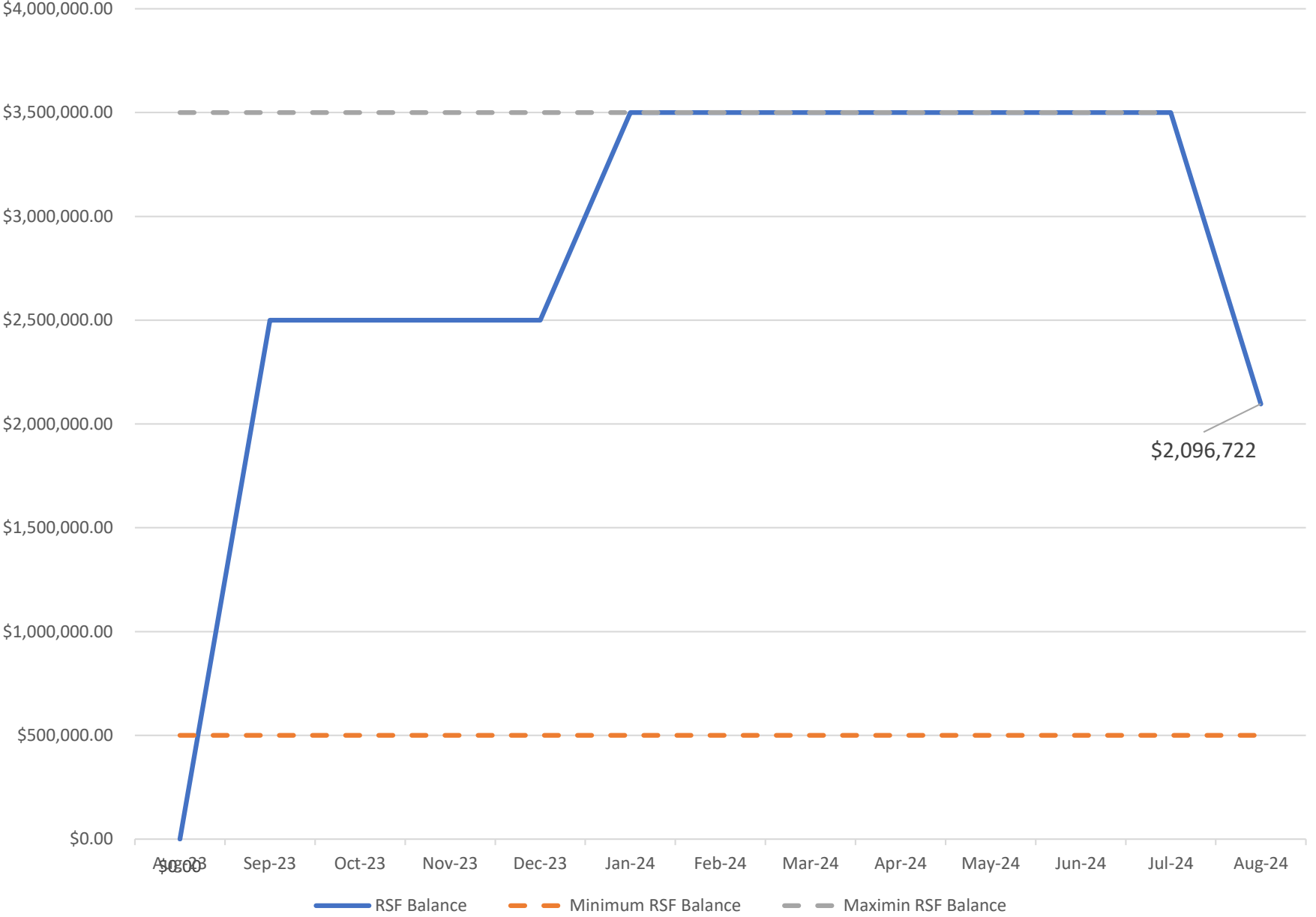




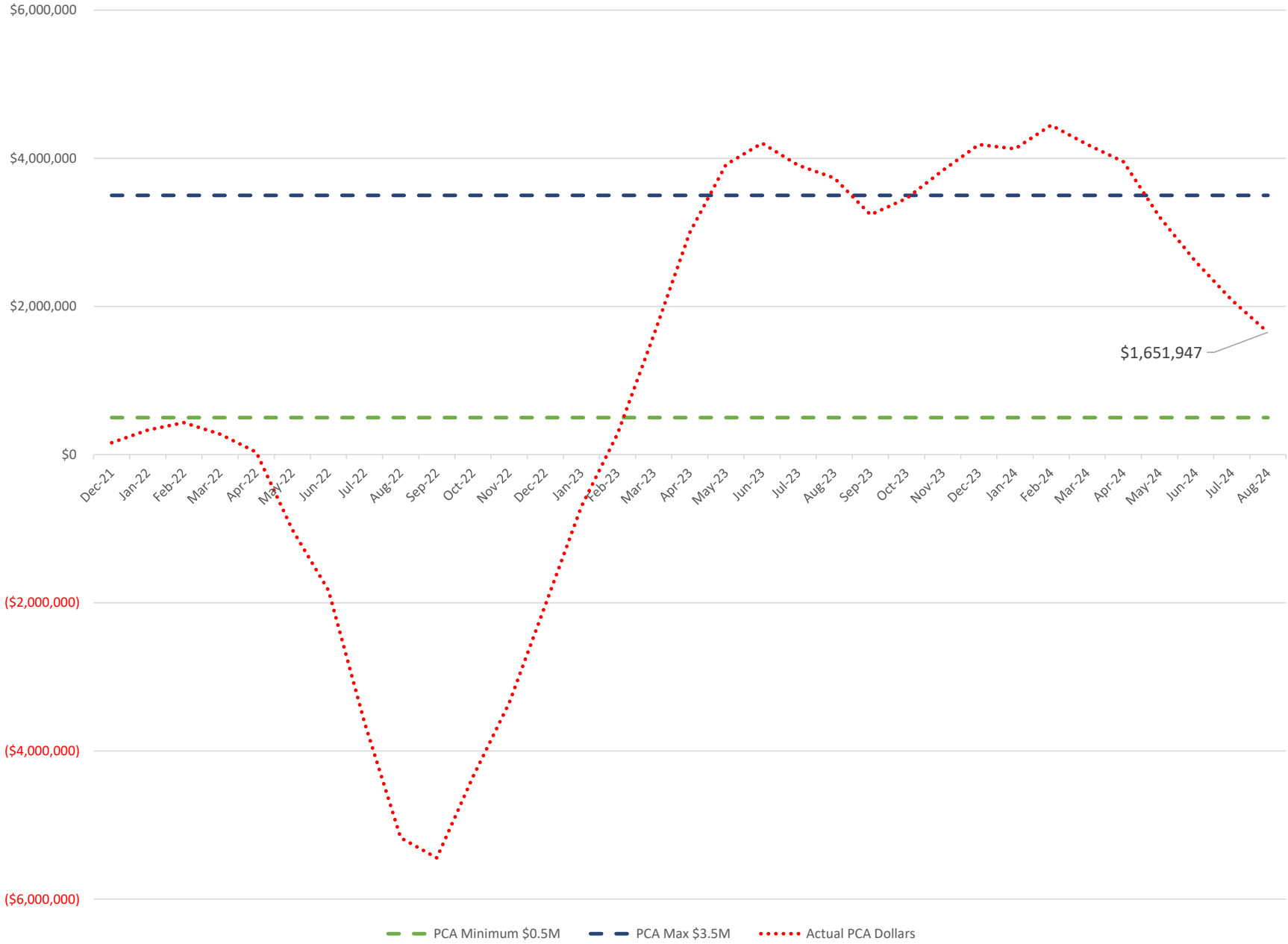
PCA Review Oct 22 - Aug 24

	PCA \$/MWhr			Sales (MWhr)		PCA Expense (\$)		PCA Revenue (\$)		Monthly Balance (\$)
	PCA Projection (\$/MWhr)	PCA Charge to Customers (\$/MWhr)	Actual PCA Expense Incurred (\$/MWh)	Projected MWh Sales	Energy Sales Receipts	Projected PCA Expense	Actual PCA Expense	Projected PCA revenues	Actual PCA Revenues	PCA Revenue minus Expense
Oct 22 PCA \$/MWh	\$38.96	\$60.92	\$38.47	45,573	43,063	\$1,775,541	\$1,656,627	\$2,776,289.07	\$2,754,939	\$1,098,312
Nov 22 PCA \$/MWh	\$33.06	\$60.92	\$36.32	33,529	36,153	\$1,108,437	\$1,313,150	\$2,042,566.60	\$2,305,698	\$992,548
Dec 22 PCA \$/MWh	\$29.97	\$60.92	\$26.69	35,793	35,541	\$1,072,766	\$948,626	\$2,180,502.81	\$2,267,120	\$1,318,494
Jan 23 PCA\$/MWh	\$30.44	\$60.92	\$23.56	32,861	33,374	\$1,000,344	\$786,317	\$2,001,892.12	\$2,123,484	\$1,337,167
Feb 23 PCA \$/MWh	\$33.08	\$60.92	\$30.23	28,320	29,313	\$936,685	\$886,202	\$1,725,254.40	\$1,864,011	\$977,809
Mar 23 PCA \$/MWh	\$41.55	\$60.92	\$28.79	30,894	36,387	\$1,283,666	\$1,047,496	\$1,882,062.48	\$2,376,106	\$1,328,610
April 23 PCA \$/MWh	\$25.92	\$60.92	\$27.66	36,886	32,851	\$956,104	\$908,816	\$2,247,095.12	\$2,295,461	\$1,386,645
May 23 PCA \$/MWh	\$35.58	\$53.63	\$31.05	34,740	36,934	\$1,235,877	\$1,146,676	\$1,863,106.20	\$2,064,788	\$918,112
June 23 PCA \$/MWh	\$33.03	\$31.33	\$27.08	41,479	40,984	\$1,370,203	\$1,109,974	\$1,299,537.07	\$1,398,726	\$288,752
July 23 PCA \$/MWh	\$46.56	\$31.33	\$41.25	45,370	44,049	\$2,112,400	\$1,817,096	\$1,421,442.10	\$1,522,057	-\$295,039
Aug 23 PCA \$/MWh	\$49.96	\$31.33	\$39.41	48,178	46,774	\$2,406,901	\$1,843,451	\$1,509,416.74	\$1,667,765	-\$175,686
Sept 23 PCA \$/MWh	\$48.22	\$31.33	\$34.28	47,862	46,468	\$2,307,918	\$1,592,772	\$1,499,516.46	\$1,599,657	\$6,885
Oct 23 PCA \$/MWh	\$29.14	\$31.33	\$29.23	43,925	44,043	\$1,279,900	\$1,287,593	\$1,376,170.25	\$1,508,742	\$221,149
Nov 23 PCA \$/MWh	\$30.87	\$31.33	\$24.56	36,877	40,654	\$1,138,302	\$998,410	\$1,155,356.41	\$1,374,662	\$376,252
Dec 23 PCA \$/MWh	\$22.29	\$31.33	\$23.59	36,252	36,553	\$807,882	\$862,438	\$1,135,775.16	\$1,211,190	\$348,752
Jan 24 PCA \$/MWh	\$23.62	\$31.33	\$34.08	35,042	31,849	\$827,836	\$1,085,353	\$1,097,865.86	\$1,026,739	-\$58,614
Feb 24 PCA \$/MWh	\$31.56	\$31.33	\$21.68	30,778	30,334	\$971,236	\$657,493	\$964,274.74	\$978,222	\$320,729
Mar 24 PCA \$/MWh	\$28.32	\$24.38	\$33.77	38,206	34,058	\$1,082,070	\$1,150,234	\$931,462.28	\$889,150	-\$261,084
Apr 24 PCA \$/MWh	\$30.91	\$24.38	\$32.89	33,180	33,967	\$1,025,675	\$1,117,319	\$808,928	\$884,308	-\$233,011
May 24 PCA \$/MWh	\$35.20	\$24.38	\$45.80	37,303	38,912	\$1,313,069	\$1,782,262	\$909,447	\$1,038,614	-\$743,648
June 24 PCA \$/MWh	\$37.70	\$24.38	\$40.50	41,393	47,180	\$1,560,632	\$1,910,717	\$1,009,161	\$1,308,065	-\$602,652
July 24 PCA \$/MWh	\$39.31	\$24.38	\$38.29	46,251	47,523	\$1,818,292	\$1,819,461	\$1,127,599	\$1,308,972	-\$510,489
Aug 24 PCA \$/MWh	\$38.44	\$24.38	\$37.32	47,241	47,693	\$1,816,119	\$1,779,841	\$1,151,736	\$1,346,381	-\$433,460

Rate Stabilization Fund Balance as of Aug '24 - \$2,096,722



Total PCA Funds Balance as of August 31 2024 \$1,651,947 (\$2.09M in RSF + **-\$444,774M** in PCA Balance)



**MINUTES  
CITY OF LAKE WORTH BEACH  
UTILITY CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, AUGUST 27, 2024 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:03 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:13) Present were Mayor Betty Resch, Vice Mayor Sarah Malega, Commissioners Christopher McVoy, Mimi May and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown, City Attorney Christy L. Goddeau and Deputy City Clerk Shayla Ellis.

**PLEDGE OF ALLEGIANCE:** (0:27) was led by Commissioner Reinaldo Diaz.

**AGENDA - Additions/Deletions/Reordering:** (0:57)

There were no changes to the agenda.

**PRESENTATIONS:** (there is no public comment on Presentation items) (1:05)

- A. Electric Utility Update by Ed Liberty, Electric Utility Director (01:12)
- B. Water Utility Update by Vaughn Hayduk, Interim Director of Water Utilities (18:12)

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:** (28:18)

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items) (30:48)

**Action:** Motion made by Commissioner Diaz and seconded by Commissioner McVoy to approve the Consent Agenda.

- A. Ratify Amendment to Work Order 8 with B&B Underground Construction, Inc. for Gravity Sewer and Storm Pipe Repair on Wright Drive at 6th Avenue South
- B. Utilities Easement between Gulfstream of Lake Worth Condominium Association, Inc. and the City of Lake Worth Beach

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

**UNFINISHED BUSINESS:**

- A. Lease Agreement with Lutheran Services Florida, Inc. (30:58)

**Action:** Motion made by Vice Mayor Malega and seconded by Commissioner McVoy to approve the new Lease Agreement with Lutheran Services Florida, Inc.

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

- B. Amendments to Florida Municipal Solar Project Phase II and III Power Sales Contracts (33:04)

**Action:** Motion made by Commissioner McVoy and seconded by Vice Mayor Malega to approve the proposed Amendments to the Florida Municipal Solar Project Phase II and III Power Sales Contracts.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega and Commissioners McVoy, May and

Diaz. NAYS: None.

**NEW BUSINESS:**

A. CCNA Extension and Second Amendment to Task Order 8 with Craig A. Smith & Associates for Parrot Cove Stormwater Improvements Project Construction Engineering Services (51:15)

**Action:** Motion made by Vice Mayor Malega and seconded by Commissioner May to approve the CCNA Extension and Second Amendment to Task Order 8 with Craig A. Smith & Associates for Parrot Cove Stormwater Improvements Project Construction Engineering Services.

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

B. Authorize water meter encoders purchase with The Avanti Company for the City's Water Utility Department (51:31)

**Action:** Motion made by Commissioner May and seconded by Commissioner McVoy to approve purchase of water meter encoders from The Avanti Company in an amount not to exceed \$130,000.00 for Fiscal Year 2025.

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

C. Authorize water meter purchase with Utility Solutions & Automations LLC for Badger Meters for the City's Water Utility Department (1:01:45)

**Action:** Motion made by Commissioner McVoy and seconded by Vice Mayor Malega to approve the purchase of water meters from Utility Solutions & Automations LLC in an amount not to exceed \$170,000.00 for Fiscal Year 2025.

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

D. Amendment to Agreement with Reinhausen Manufacturing, Inc. to furnish and install Dissolved Gas Monitors for analysis of power transformers cooling oil (1:02:19)

**Action:** Motion made by Commissioner McVoy and seconded by Vice Mayor Malega to approve the Amendment to Agreement for Dissolved Gas Monitors with Reinhausen Manufacturing, Inc. at a cost not to exceed \$73,749.78.

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

E. Florida Municipal Power Agency (FMPA) to provide Transmission Operations Support for certain limited Transmission Operator Activities (1:02:46)

**Action:** Motion made by Commissioner Diaz and seconded by Commissioner May to approve Florida Municipal Power Agency (FMPA) to provide Transmission Operations Support for certain limited Transmission Operator Activities.

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

F. Transfer of Rate Stabilization Funds (1:03:08)

**Action:** Motion made by Commissioner May and seconded by Commissioner McVoy to approve the transfer of \$1,403,278 from the RSF to the Electric Fund.

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

**Action:** Consensus to add an item to the September utility meeting for discussion regarding a flat fee for the storm fund added to the monthly bills. (1:17:29)

G. Work Order #9 with Hooper Corp. to provide construction services for the System Hardening and Voltage Conversion of Circuit 0604 from the 6<sup>th</sup> Ave. S substation (1:27:06)

**Action:** Motion made by Commissioner May and seconded by Vice Mayor Malega to approve Work Order #9 with Hooper Corp. to provide construction services for the Hardening and Voltage Conversion of Circuit 0601 from the 6th Ave S substation at a cost not to exceed \$561,786.27.

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

H. Purchase Order to IRBY Utilities for the procurement of three (3) additional GE Reactors for the new 6<sup>th</sup> Ave. S substation (1:27:36)

**Action:** Motion made by Vice Mayor Malega and seconded by Commissioner Diaz to approve the purchase order to IRBY Utilities for the procurement of 3 GE Reactors for the new 6th Ave. S substation at a cost not to exceed \$69,474.00 including freight charges.

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

I. First Amendment to Lease for Staff Office Space and Customer In-Person Service area for Utility Customer Service n (1:28:06)

**Action:** Motion made by Commissioner Diaz and seconded by Commissioner May to approve the First Amendment to Lease for Staff Office Space and Customer In-Person Service area for Utility Customer Service.

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

**Action:** Motion amended to require the inclusion of a renewal option for the lease. Amended motion withdrawn. (1:39:02)

J. Work Order #10 with Hooper Corp. to provide construction services for the Gulfstream and 1<sup>st</sup> Ave South System Hardening and Voltage Conversion Project (1:41:40)

**Action:** Motion made by Vice Mayor Malega and seconded by Commissioner Diaz to approve Work Order #10 with Hooper Corp. to provide construction services for the Gulfstream and 1st Ave. South System Hardening and Voltage Conversion Project at a cost not to exceed \$581,806.00.

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

**ADJOURNMENT:** (1:41:57)

**Action:** Motion made by Commissioner May and seconded by Vice Mayor Malega to adjourn the meeting at 7:46 PM.

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

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

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

Minutes approved: September 24, 2024

Item time stamps correspond to the meeting recording on YouTube.

DRAFT

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Electric Utility

**TITLE:**

Permission to apply for the Federal Highway Administration Grant

**SUMMARY:**

Request for City Commission approval to apply for the Federal Highway Administration (FHA) Department of Transportation (DOT) grant to install Electric Vehicle (“EV”) Chargers.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach’s Electric Utility is requesting permission to apply for the Federal Highway Administration (FHA) Department of Transportation (DOT) Charging and Fueling Infrastructure Discretionary Cost Reimbursement Grant Program (CFI Program) established under the Infrastructure Investment and Jobs Act (“Bipartisan Infrastructure Law” or “BIL”) in the amount of approximately \$15 million.

The CFI Program will fund the Community Charging and Fueling Program Grants (Community Program), to strategically deploy electric vehicle (EV) charging infrastructure, to 1) supplement, not supplant, necessary private sector investment; 2) complement existing Federal programs; 3) facilitate broad public access to a national charging and alternative fuel infrastructure network to accelerate the adoption of zero emissions vehicles; 4) implement Justice40 objectives, lower transportation costs, and increase economic opportunity; 5) advance job quality, workforce development, and workforce equity; and 6) reduce greenhouse gas and vehicle-related emissions.

The Federal share of the cost of a project carried out with CFI Program funds under both programs shall not exceed 80 percent of the total project cost (23 U.S.C. § 151(f)(10)). Cost sharing or matching is required, with the maximum Federal share being 80 percent of the total cost of the project. Applicants are required to contract with a private entity under the Corridor Program and are permitted to contract with a private entity under the Community Program for the acquisition and installation of EV charging infrastructure and for Community, the recipient may contract with a private entity for the acquisition, construction, installation, maintenance, or operation of EV Charging infrastructure), the statute requires that the private entity shall contractually agree to pay the non-Federal share of the project cost carried out with CFI Program funds that is not paid by the Federal Government. Accordingly, the recipient must demonstrate it has taken best efforts to require the private entity to contractually pay for the non-Federal share.

City’s Staff has identified eleven (11) locations within the City’s limits where EV Chargers would be installed should an award be granted.

**MOTION:**

Move to approve/disapprove the request to apply for the Federal Highway Administration (FHA) Department of Transportation (DOT) Charging and Fueling Infrastructure Discretionary Cost Reimbursement Grant Program (CFI Program).

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Notice of funding



[Search Results Detail | Grants.gov](#)

**U.S. DEPARTMENT OF TRANSPORTATION Federal Highway Administration**

**Notice of Funding Opportunity for the U.S. Department of Transportation’s Charging and Fueling Infrastructure Discretionary Grant Opportunity**

**AGENCY:** U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA).

**ACTION:** Notice of Funding Opportunity (NOFO) **Number 693JJ324NF00017**

**Charging and Fueling Infrastructure Discretionary Grant Opportunity (Round 2)**

**SUMMARY:** The purpose of this NOFO is to solicit applications for the Charging and Fueling Infrastructure Discretionary Grant Program (CFI Program) established under the Infrastructure Investment and Jobs Act (“Bipartisan Infrastructure Law” or “BIL”). In addition, funds under the National Electric Vehicle Infrastructure (NEVI) Formula Program 10 percent set-aside (NEVI 10), also established by BIL, will also be awarded under this NOFO. Funding program sources, Fiscal Years (FY), and amounts available for award under this NOFO can be found in the table below. This NOFO also announces FHWA’s intention to make additional awards for applications submitted under FY 2022/2023 CFI Round 1 NOFO (693JJ323NF00004) issued March 14, 2023.

**KEY DATES:** Key dates are summarized below and described in the NOFO.

<b>Action</b>	<b>Date</b>
NOFO Release Date	May 30, 2024
Due Date for non-awarded Round 1 Applicants to Request Reconsideration for Award under Reserved Funding	July 1, 2024
Due Date for Applicant Questions to <a href="mailto:CFIGrants@dot.gov">CFIGrants@dot.gov</a>	July 29, 2024
Due Date for Round 2 New Applications - by 11:59 PM EST in Grants.gov	August 28, 2024

## Summary of Funding Available Under this CFI NOFO Round 2

Fiscal Year and Program of Funding in this NOFO	Total Funding (approximately)	Funding for Applications Submitted under this NOFO Round 2	Funding for Applications Previously Submitted under FY 2022/2023 CFI NOFO Round 1
CFI FY 2024	\$500,000,000	\$100,000,000	\$400,000,000
CFI FY 2025	\$600,000,000	\$600,000,000	
NEVI 10 FY 2023	\$21,200,000		\$21,200,000
NEVI 10 FY 2024	\$100,000,000		\$100,000,000
NEVI 10 FY 2025	\$100,000,000	\$100,000,000	
<b>Total Available (approximately)</b>	<b>\$1,321,200,000</b>	<b>\$800,000,000</b>	<b>\$521,200,000</b>

The CFI Program is divided into two separate grant categories: (1) the Community Charging and Fueling Program Grants (Community Program), to strategically deploy electric vehicle (EV) charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure located on public roads or in other publicly accessible<sup>1</sup> locations; and (2) the Alternative Fuel Corridor Grants (Corridor Program)<sup>2</sup>, to strategically deploy charging and alternative fueling infrastructure located along designated alternative fuel corridors.<sup>3</sup> The actual amount of funding available for award each fiscal year will be based on the reduction of authorized funding due to the imposition of the annual obligation limitation. While applicants can choose to apply for only one grant program, they may also submit separate applications under each program. If one eligible applicant is interested in applying for both Community and Corridor funding categories in a single application, they

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<sup>1</sup> Publicly accessible means the equipment is available to the public without restriction. A station that is not maintained or restricts access only to customers, tenants, employees, or other consumers is not publicly accessible. Publicly accessible locations may include public parking facilities, parking at public buildings, public transportation stations, Park-and-Rides, public schools, public parks, private parking facilities available for public use, visitor centers, and other public locations on Federal Lands.  
[https://www.fhwa.dot.gov/environment/alternative\\_fuel\\_corridors/nominations/90d\\_nevi\\_formula\\_program\\_guidance.pdf](https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/nominations/90d_nevi_formula_program_guidance.pdf)

<sup>2</sup> For more information, see: [https://www.fhwa.dot.gov/environment/alternative\\_fuel\\_corridors/](https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/)

<sup>3</sup> Overall, the CFI Program is authorized funding for 5 fiscal years, totaling up to \$2.5 billion (FY 2022 \$300 million, FY 2023 \$400 million, FY 2024 \$500 million, FY 2025 \$600 million, and FY 2026 \$700 million.)

must clearly separate the proposed work, selection criteria, and budget requested for each category.

The CFI Program will accelerate an electrified and alternative fuel transportation system that is convenient, affordable, reliable, equitable, accessible, and safe. The CFI Program will also help put the United States on a path to a nationwide network of at least 500,000 EV chargers by 2030 and improve networks for vehicles using hydrogen, propane, and natural gas. The CFI Program builds on FHWA Alternative Fuel Corridor (AFC) program and complements the NEVI Formula program, which is initially focused on enabling long distance trips along the National Highway System (NHS) through a convenient, reliable, affordable, and equitable electric vehicle charging network. The goals of the CFI Program are to 1) supplement, not supplant, necessary private sector investment; 2) complement existing Federal programs; 3) facilitate broad public access to a national charging and alternative fuel infrastructure network to accelerate the adoption of zero emissions vehicles; 4) implement Justice40<sup>4</sup> objectives, lower transportation costs, and increase economic opportunity; 5) advance job quality, workforce development, and workforce equity; and 6) reduce greenhouse gas and vehicle-related emissions.

Funds available under this notice will provide crucial support for the full buildout of the Nation's electrified and alternative fuel corridors (supplementing funds from the NEVI Formula Program) and can fill in critical infrastructure gaps to help meet current or anticipated demand for corridor charging or alternative fueling infrastructure. By encouraging the adoption and

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<sup>4</sup> The Justice40 Initiative sets the goal that 40 percent of the overall benefits of climate and other Federal investments flow to disadvantaged communities that have been marginalized by underinvestment and overburdened by pollution. Pursuant to Executive Order (E.O.) 14008, "Tackling the Climate Crisis at Home and Abroad," January 27, 2021, and the Office of Management and Budget's Interim Justice40 Implementation Guidance M-21-28 and Addendum M-23-09, FHWA recognizes disadvantaged communities as the census tracts identified as disadvantaged by the Climate and Economic Justice Screening Tool (CEJST), located at <https://screeningtool.geoplatform.gov/>, as well as all Federally Recognized Tribes (whether or not they have land). Disadvantaged communities may be referred to as "Justice40 communities."

expansion in use of alternative fuels, CFI Program investments have the potential to significantly address the transportation sector's outsized contributions to climate change. Currently, the transportation sector is both the largest source of U.S. carbon dioxide emissions, and is increasingly vulnerable because of the higher temperatures, more frequent and intense precipitation, and sea level rise associated with the changing climate.<sup>5</sup>

FHWA seeks to award funding under this NOFO to projects that address environmental justice,<sup>6</sup> particularly for disadvantaged and other communities (prioritizing rural areas and low- and moderate-income neighborhoods) that may disproportionately experience the consequences of either climate change or other pollutants. Also, FHWA seeks to fund projects that help achieve the Justice40 Initiative goal as described in footnote 4. In addition, FHWA intends to use this funding opportunity to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and diverse workforce programs, in particular registered apprenticeships, labor management partnerships and Local Hire agreements,<sup>7</sup> in project planning stages and program delivery.

This NOFO describes the application requirements, selection and evaluation criteria, Federal requirements, and available technical assistance during the grant solicitation period. To ensure a fair and unbiased evaluation of applications submitted under this NOFO, applications must be complete and address all statutory requirements; however, FHWA may request supplementary information, as needed, or to determine with which category of grant the

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<sup>5</sup> See EPA Inventory of U.S. Greenhouse Gas Emissions and Sinks, available at <https://www.epa.gov/ghgemissions/inventory-us-greenhouse-gas-emissions-and-sinks>.

<sup>6</sup> See definition of environmental justice in Executive Order 14906 at <https://www.whitehouse.gov/briefing-room/presidential-actions/2023/04/21/executive-order-on-revitalizing-our-nations-commitment-to-environmental-justice-for-all/>.

<sup>7</sup> Contracts awarded with geographic hiring preferences are eligible for assistance under most FHWA financial assistance programs.

application best aligns, or if applicants could be eligible to receive an award from both categories of funding. Recipients of an award under this program related to EV infrastructure are required to comply fully with applicable sections of the National Electric Vehicle Infrastructure Minimum Standards and Requirements Rule (23 CFR Part 680).<sup>8</sup> These Standards specify technical aspects of charging infrastructure including connector types, power levels, minimum number of charging ports per station, minimum uptime (reliability standards), payment methods, and more; data submittal requirements; workforce requirements for installation, operation, or maintenance by qualified technicians; interoperability of EV charging infrastructure; traffic control devices and signage; network connectivity; and publicly available information. Questions related to this solicitation can be sent to the program inbox at [CFIgrants@dot.gov](mailto:CFIgrants@dot.gov) until July 29, 2024. FHWA will deliver informational webinars to interested parties regarding this solicitation, as specified in the Grants.gov notice/synopsis. Please check the CFI Website (<https://www.fhwa.dot.gov/environment/cfi/>) and the Joint Office of Energy and Transportation (Joint Office) Website (<https://driveelectric.gov/>) for more information.

**SPECIAL NOTE: Additional funding to be made available under the 10 percent set-aside of the National Electric Vehicle Infrastructure Program:**

Paragraph (2) under the Highway Infrastructure Program heading in Title VIII of Division J of BIL provides funding for establishing the National Electric Vehicle Infrastructure (NEVI) Formula Program. This paragraph provides that the Secretary shall set aside 10 percent of the NEVI Formula Program each fiscal year for the Secretary of Transportation “to make grants to States and localities that require additional assistance to strategically deploy electric vehicle charging infrastructure.” For purposes of this NOFO, these funds are referred to as

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<sup>8</sup> [Final Rule for National Electric Vehicle Charging Minimum Standards and Requirements](#)

NEVI 10 funds. The Secretary finds that applications submitted under this NOFO by State and local governments for EV charging infrastructure projects would provide additional assistance to strategically deploy EV charging infrastructure. In response to the CFI Round 1 NOFO (693JJ323NF00004), FHWA received significantly more requests for funding than was available. These applications represent EV charging infrastructure projects that State and local governments could strategically deploy. In addition, by combining the NEVI 10 funds with the CFI funds, FHWA is reducing the burden on State and local applicants who would otherwise have to submit multiple applications to different programs. FHWA will not use separate criteria in selecting applications for NEVI 10 funding nor does FHWA require the applicant to specify that the project should be considered for such funding. Rather, FHWA will select applications for NEVI 10 funding using the same criteria as the CFI community and corridor programs, provided the application is for electric vehicle infrastructure.<sup>9</sup>

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<sup>9</sup> NEVI 10 funds awarded for projects under this NOFO will be administered pursuant to the same requirements as CFI except where a CFI requirement is determined to be inconsistent with a statutory requirement of the NEVI program under Title VIII of Division J.

<p>Funding Opportunity Summary:</p>	<p>Funding available under this NOFO consists of two components:</p> <p>(1) Up to \$800 million to fund CFI Round 2 applications to provide grants to eligible entities to strategically deploy publicly accessible EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure in certain locations or along designated AFCs that will be accessible to all drivers of EVs, hydrogen vehicles, propane vehicles, and natural gas vehicles.</p> <p>(2) Up to \$521.2 million to fund applications previously submitted but not selected for award under the FY2022/2023 CFI Round 1 NOFO (693JJ323NF00004) published on March 14, 2023<sup>10</sup>.</p>
<p>Federal Agency Name:</p>	<p>U.S. Department of Transportation FHWA, Office of Planning, Environment and Realty (HEP) 1200 New Jersey Avenue, SE Washington, DC 20590</p>
<p>Funding Opportunity Title:</p>	<p>Charging and Fueling Infrastructure Discretionary Grant Opportunity (Round 2)</p>
<p>Announcement Type:</p>	<p>This is the CFI NOFO Round 2. Section 11401 of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58, Nov. 15, 2021), established the Charging and Fueling Infrastructure Discretionary Grant Program which is codified at 23 U.S.C. § 151(f)(2).</p> <p>There are two funding categories under the Charging and Fueling Infrastructure Discretionary Grant Program: (1) Community Charging and Fueling Program Grants and (2) Alternative Fuel Corridor Grants.</p>

<sup>10</sup> <https://grants.gov/search-results-detail/346798>

	Division J of BIL established the NEVI 10 percent set-aside.
Community Grants:	<ul style="list-style-type: none"> <li>• Located on any public road or in other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity.</li> <li>• Must be publicly accessible.</li> <li>• May use funds to contract with a private entity.</li> <li>• Minimum award amount of \$500,000<sup>11</sup>, maximum award amount of \$15 million.</li> <li>• Must demonstrate benefits<sup>12</sup> will flow to Justice40 communities.</li> <li>• Expected to reduce greenhouse gas emissions and to expand or fill gaps in access to publicly accessible infrastructure.</li> <li>• Must be accessible to and usable by individuals with disabilities.</li> </ul>
Corridor Grants:	<ul style="list-style-type: none"> <li>• Located along a designated AFC; EV charging and other alternative fuels within 5 miles of the AFC.<sup>13</sup></li> <li>• Must be publicly accessible.</li> <li>• Minimum award amount of \$1 million<sup>14</sup>, no maximum award amount.</li> <li>• Must use funds to contract with a private entity.</li> <li>• Must demonstrate benefits<sup>15</sup> will flow to Justice40 communities Must be accessible to and usable by individuals with disabilities.</li> </ul>
Funding Opportunity Number:	693JJ324NF00017

<sup>11</sup> DOT reserves the discretion to consider award sizes under the anticipated minimum award size threshold upon receiving the full pool of applications and assessing the needs of the program in relation to grant priorities and consideration.

<sup>12</sup> See footnote 4 for a description of the Justice40 Initiative

<sup>13</sup> In order to be designated as an AFC for EV charging, FHWA criteria provides that the EV charger be located within 1 travel mile of the highway. For purposes of this NOFO, with respect to the Corridor Program, FHWA will consider applications along designated AFCs for EV chargers up to 5 miles off the highway.

<sup>14</sup> DOT reserves the discretion to consider award sizes under the anticipated minimum award size threshold upon receiving the full pool of applications and assessing the needs of the program in relation to grant priorities and consideration.

<sup>15</sup> See footnote 4 for a description of the Justice40 Initiative.



Type of Award:	Cost Reimbursement Grant
Funding Categories:	The FHWA Administrator may advise the Secretary of Transportation (Secretary) on options for reduced awards. <sup>16</sup> Each application must clearly indicate if the application will be evaluated under the Community or the Corridor grant funds. An eligible applicant may submit separate applications under both programs. If one eligible applicant is interested in applying for both Community and Corridor funding categories in a single application, they must clearly separate the proposed work, selection criteria and budget requested for each category.
Assistance Listing Number (formerly Catalog of Federal Domestic Assistance (CFDA)):	20.205 – Highway Planning and Construction
Application Due Date:	Submission Deadline: Applications are due no later than 11:59 PM EST on <b>AUGUST 28, 2024</b> , through Grants.gov. Applicants are encouraged to submit applications in advance of the application deadline; however, new applications will not be evaluated, and awards for newly submitted applications will not be made, until after the application submission deadline.
Submit Applications To:	FHWA uses Grants.gov for receipt of all applications. Applicants must register and use the system to submit applications electronically. <u>Approval of new user registrations for Grants.gov may take multiple weeks.</u> Applicants are encouraged to register for Grants.gov in advance of the submission deadline. Applicants are also encouraged to subscribe in Grants.gov under this NOFO number to receive notices of any updates, amendments, changes, or supplemental information related to this grant opportunity. <u>It is the Applicant’s responsibility to monitor Grants.gov for any updates/amendments to this NOFO.</u> Complete instructions on how to register and apply can be found at Grants.gov. If interested parties experience difficulties at any point during registration or application process, please use the help available on Grants.gov such as the Ask Grant/Chat Now with Grant

<sup>16</sup> Per section B.2. Scalable Project Options, applicants to both Community and Corridor programs are encouraged to propose projects that are scalable and identify scaled funding options in case insufficient funding is available to fund an applicant’s project at the full requested amount.

	<p>service; or the Grants.gov 24/7 Customer Support Hotline at 1-800-518-4726; or email <a href="mailto:support@grants.gov">support@grants.gov</a>.</p> <p>USDOT staff <u>cannot</u> assist with technical Grants.gov system and user questions.</p>
<p>Questions:</p>	<p>Submit CFI NOFO Questions to Email: <a href="mailto:CFIgrants@dot.gov">CFIgrants@dot.gov</a></p> <p>Applications will not be reviewed in advance, but FHWA staff are available to answer questions regarding the program. In addition, FHWA will post answers to questions and requests for clarifications at Grants.gov under this funding opportunity number.</p> <p>Due to the competitive nature of the program, during the application submittal phase, FHWA is unable to accommodate individual meeting requests to discuss the opportunity or specific project ideas, and unable to provide individualized guidance or render opinions about the merit of a specific project.</p> <p>The <a href="mailto:CFIgrants@dot.gov">CFIgrants@dot.gov</a> inbox will close after July 29, 2024. Applicants are encouraged to submit their questions to the inbox in advance of this date. Based on the volume of questions, we will attempt to answer as many questions as possible.</p>

**SUPPLEMENTARY INFORMATION:** The organization of this NOFO is based on an outline set forth in Appendix I to Title 2 of the Code of Federal Regulations (CFR) Part 200 to ensure consistency across Federal financial assistance programs.

**RESERVATION OF FUNDS FOR FY 2022/2023 CFI ROUND 1 APPLICATIONS THAT WERE NOT SELECTED FOR CFI FUNDING:** In January 2024, DOT announced award selections resulting from the FY 2022/2023 CFI Round 1 NOFO (693JJ323NF00004). Under this CFI Round 2 NOFO (693JJ324NF00017), FHWA is making up to \$400 million in FY 2024

CFI funding and up to \$121.2 million of NEVI 10 funding (\$21.2 million in FY 2023 funding and \$100 million in FY 2024 funding) available to certain applications that were submitted but not selected under the CFI Round 1 FY 2022/2023 NOFO. For purposes of selecting projects under this reservation of funds, FHWA will follow the criteria and process set forth in the FY 2022/2023 CFI Round 1 NOFO. No amendments are being made to either the selection criteria or process, so no previous application modifications will be needed or accepted. Instead, FHWA will forward all applications that were not selected for funding but rated by the technical review team as either “Highly Recommended,” or “Recommended,” and also found to meet one or more DOT priority considerations as provided in Section E.2 of the FY 2022/2023 CFI Round 1 NOFO. For purposes of this reservation of funds, FHWA incorporates the FY 2022/2023 NOFO by reference and will follow that NOFO criteria for all selections. Note that in following the NOFO process to determine which Recommended and Highly Recommended applications are to be funded, the Senior Review Team, FHWA Administrator, and the Secretary may apply the Statutory Selection Priorities and Additional Considerations independently from the original award process.

If an applicant submitted an application for funding under the FY 2022/2023 CFI Round 1 NOFO and was not selected, such applicant must notify FHWA by email to [CFIGrants@dot.gov](mailto:CFIGrants@dot.gov) by July 1, 2024, if the applicant wishes for that application to be reconsidered for award using this reservation of funding. The applicant does not need to resubmit the Round 1 application, but needs only to notify the FHWA that the applicant wishes for the application to be reconsidered for award using this reservation of funding. Round 1 applicants seeking such reconsideration of their unawarded Round 1 application will not be permitted to modify, amend or supplement their Round 1 applications. To maximize chances of

obtaining an award, CFI FY2022/2023 unawarded applicants may request consideration under the reserved funds, and they may also submit a new application following the criteria outlined in this Round 2 NOFO. FHWA will not award more funding to any one project above the allowable Federal share.

Table of Contents

<b>A. Program Description</b> .....	143
1. Overview .....	143
2. Additional Information .....	165
3. Administration Priorities and Departmental Strategic Plan Priority Statements .....	176
<b>B. Federal Award Information</b> .....	187
1. Amount Available .....	18
2. Scalable Project Options .....	18
<b>C. Eligibility Information</b> .....	19
1. Eligible Applicants.....	19
2. Cost Sharing or Matching .....	22
3. Eligible Projects and Project Costs .....	23
4. Community Program - Eligibility Information .....	23
5. Corridor Program - Eligibility Information .....	25
<b>D. Application and Submission Information</b> .....	27
1. Address to Request Application Package .....	27
2. Content and Form of Application .....	28
3. Unique Entity Identifier and System for Award Management (SAM).....	42
4. Submission Dates and Timelines .....	43
5. Intergovernmental Review .....	43
6. Funding Restrictions .....	44
7. Other Submission Considerations .....	45
<b>E. Application Review Information</b> .....	47
1. Selection Criteria .....	47
2. Review and Selection Process .....	61
3. Additional Information .....	63
<b>F. Federal Award Administration Information</b> .....	64
1. Award Notices .....	64
2. Administrative and National Policy Requirements.....	65
3. Reporting.....	73
<b>G. Federal Awarding Agency Contacts</b> .....	74
<b>H. Other Information</b> .....	74
1. Protection of Confidential Business Information.....	74
2. Publication/Sharing of Application Information.....	75
3. DOT Feedback on Applications.....	75

## **A. Program Description**

### ***I. Overview***

The CFI Program was established by the Bipartisan Infrastructure Law (BIL) (enacted as the Infrastructure Investment and Jobs Act, Section 11401, Pub. L. 117–58, Nov. 15, 2021, codified at 23 U.S.C. § 151) with two grant categories, one for the Community Program and one for the Corridor Program. For a summary of funding available amounts, by source and fiscal year, please see the Summary section above.

The CFI Community Program and the CFI Corridor Program each have their own respective evaluation criteria and program requirements.

#### ***i. Community Program***

Community Program grants are expected to reduce greenhouse gas emissions and to expand or fill gaps in access to charging or alternative fueling infrastructure.

Under 23 U.S.C. § 151(f)(8), FHWA seeks to award Community Program Grants to eligible entities (listed in Section C.1.) for projects on any public road or in other publicly accessible locations that are expected to reduce greenhouse gas emissions and to expand or fill gaps in access to publicly accessible EV charging infrastructure, or hydrogen, propane, or natural gas fueling infrastructure. Projects expanding access to charging and fueling infrastructure in rural areas,<sup>17</sup> low- and-moderate income neighborhoods, and communities with a low ratio of private parking spaces to households or a high ratio of multiunit dwellings to single family homes shall be prioritized (23 U.S.C. § 151(f)(8)(F)).

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<sup>17</sup> For the purposes of the CFI Program, Urbanized Areas (UZA) with populations of less than 50,000 will be considered rural. For purpose of this notice, in defining urban and rural communities, DOT will rely on the Census Bureau 2020 definition of UA as an area that consists of densely settled territory that contains 50,000 or more people. Updated lists of UAs are available on the Census Bureau Website at: [http://www2.census.gov/geo/maps/dc10map/UAUC\\_RefMap/ua/](http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/)

Infrastructure may be located on any public road or in other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks,<sup>18</sup> or in publicly accessible parking facilities owned or managed by a private entity (23 U.S.C. § 151(f)(8)(E)). If selected for an award, grant recipients may use funds to contract with a private entity<sup>19</sup> that owns or manages parking facilities. Grant recipients may place charging and fueling infrastructure in parking garages, on-street parking locations, and other parking facilities that charge a parking fee. In addition, the grant recipient must ensure that all electric vehicle charging infrastructure funded as part of their grant includes any parking fee in their price structure and comply with 23 CFR 680.116(a)(3) and 23 CFR 680.116(c)(9).

*ii. Corridor Program*

Corridor Program grants are expected to support buildout of charging or alternative fueling infrastructure along designated AFCs.

Under 23 U.S.C. § 151(f)(6), FHWA seeks to award Corridor Program Grants to eligible entities (listed in Section C.1.) to contract with a private entity<sup>20</sup> for acquisition and installation of publicly accessible EV charging infrastructure, or hydrogen, propane, or natural gas fueling infrastructure that is directly related to the charging or fueling of a vehicle along designated AFCs. As of 2023, designated AFCs cover nearly 205,000 miles of the NHS and traverse rural and urban areas, Tribal lands, national parks, and underserved and disadvantaged communities. The CFI Program will assist State and local agencies, private industry, and other interested stakeholders to build an alternative fuels transportation network to better meet drivers' needs and

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<sup>18</sup> Use of parks must comply with DOT 4(f) requirements 23 U.S.C. 138, 49 U.S.C. 303, and 23 CFR part 774.

<sup>19</sup> The Federally Funded Research and Development Centers, including the National Renewable Energy Laboratory, are ineligible to be contracted as a private entity under this grant program.

<sup>20</sup> The Federally Funded Research and Development Centers, including the National Renewable Energy Laboratory, are ineligible to be contracted as a private entity under this grant program.

improve the mobility of passenger and commercial vehicles that employ electric, hydrogen fuel cell, propane, and natural gas fueling technologies across the nation. The Corridor Program envisions a national AFC network that allows for inter-city, regional, and interstate travel using cleaner fuels, addresses driver range anxiety, integrates with existing transportation planning processes, and accelerates public interest and awareness of alternative fuel availability. This includes both light-duty passenger vehicles and medium/heavy-duty vehicles. Through this NOFO, FHWA seeks to solicit applications that enable these objectives while contributing to the broader objectives outlined below.

FHWA seeks to award projects in both urban and rural areas along designated AFCs to create a balance of publicly accessible electric charging and alternative fuel infrastructure. The EV charging infrastructure should be conveniently and safely located as close to the AFC as possible, and, in general, no greater than five miles from Interstate exits or highway intersections along designated corridors. Hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure is allowable no more than five miles from Interstate exits or highway intersections along the corridor. Infrastructure shall be located along a designated AFC under this section, on the condition that any affected Indian Tribes are consulted before the designation (23 U.S.C. § 151(f)(6)).

## ***2. Additional Information***

DOT is committed to considering project funding decisions holistically among the various discretionary grant programs available in BIL. DOT also recognizes that applicants may be seeking funding from multiple discretionary grant programs and opportunities. An applicant may seek the same award amounts from multiple DOT discretionary opportunities or seek a combination of funding from multiple DOT opportunities. The applicant should identify any



other DOT programs and opportunities they have applied for and intend to apply for beyond the CFI Program (or if the Federal funding is already available to the applicant including NEVI formula and NEVI 10 funds), and what award amounts they will be seeking, within their application. The CFI Community Program seeks to layer in a “dig once,” future-proofing approach to this substantial investment in charging and alternative fuel infrastructure. This “dig once” philosophy equates to maximizing the overall societal and economic benefits of a project while minimizing the cost and disruption of construction by considering and installing for current needs and as many of the reasonably foreseeable future needs as practicable. Examples may include, but are not limited to, communications and broadband conduits, duct banks, and adequate power distribution for multimodal vehicular charging.

In addition to personally owned electric and alternative fuel vehicles, this NOFO can enable electrified and alternative fueled shared mobility, active mobility, and other affordable transportation options by combining funding from the Community Grant Program with other public and private investments.

Applicants for the Corridor Program should ensure their applications, as they relate to EV infrastructure, align with their State’s NEVI Deployment Plan.

### ***3. Administration Priorities and Departmental Strategic Plan Priority Statements***

The DOT will consider funding projects that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth

creation as described in the [USDOT Strategic Plan](#)<sup>21</sup>, the [USDOT Research, Development and Technology Strategic Plan](#)<sup>22</sup>, and in executive orders.<sup>23</sup>

## **B. Federal Award Information**

### ***1. Amount Available***

A total of up to \$800 million is available for awards for new applications solicited under this NOFO, which includes up to \$700 million in CFI Program funds, and up to \$100 million in NEVI 10 funds. For a summary of funding available amounts, by source and fiscal year, please see the Summary section above. The CFI grant awards will identify which fiscal year(s) funding is provided for the award.

All awards of FY 2024 and FY 2025 CFI Program funding are available for obligation through September 30, 2027, and September 30, 2028, respectively. Fiscal Year 2025 funds cannot be obligated before October 1, 2024. Once funds are obligated, CFI Program funds are available until expended. NEVI 10 funds are available until expended.

#### ***i. Community Program Award Information***

A total of up to \$350 million in CFI Program funds appropriated for FY 2024 and 2025 are available through this NOFO for the Community Program. Additional awards may be made using FY 2025 NEVI 10 funds. The anticipated minimum award size is \$500,000 and the statutory maximum award amount is \$15 million (23 U.S.C § 151(f)(8)(I)). DOT reserves the discretion to consider award sizes under the anticipated minimum award size threshold above

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<sup>21</sup> <https://www.transportation.gov/mission/us-dot-strategic-plan-fy-2022-2026>

<sup>22</sup> [https://www.transportation.gov/sites/dot.gov/files/2023-01/USDOT%20RDT%20Strategic%20Plan%20FY22-26\\_010523\\_508.pdf](https://www.transportation.gov/sites/dot.gov/files/2023-01/USDOT%20RDT%20Strategic%20Plan%20FY22-26_010523_508.pdf)

<sup>23</sup> E.O. 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619).

EO 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009). E.O. 14025, Worker Organizing and Empowerment (86 FR 22829), and E.O. 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

upon receiving the full pool of applications and assessing the needs of the program in relation to grant priorities.

***ii. Corridor Program Award Information***

A total of up to \$350 million in CFI Program funds appropriated for FY 2024 and 2025 are available through this NOFO for the Corridor Program. Additional awards may be made using FY 2025 NEVI 10 funds. The anticipated minimum award size is \$1 million and there is no statutory maximum award size under this NOFO. The DOT reserves the discretion to consider award sizes under the anticipated minimum award size threshold above upon receiving the full pool of applications and assessing the needs of the program in relation to grant priorities.

***iii. Reserved Funding Award Information - Additional Awards of Applications***

***Previously Submitted under FY2022/2023 CFI Round 1 NOFO***

A total of up to \$400 million in FY 2024 CFI funding and up to \$21.2 million in FY 2023 and up to \$100 million in FY 2024 NEVI 10 funds is available to fund applications previously submitted under the FY 2022/2023 CFI Round 1 NOFO, that were not selected for awards. For more information, see the opening Summary section of this NOFO. Any funding not needed under this reserve will be made available for awards to CFI Round 2 new applications.

***2. Scalable Project Options***

Applicants to both Community and Corridor programs are encouraged to propose projects that are scalable and identify scaled funding options in case insufficient funding is available to fund an applicant's project at the full requested amount. For example, if a portion of the total project could be constructed and opened for functional public use, with the remainder of the total project constructed at a later time, please state such in the application, including the

cost, brief scope, and scheduling needs for initial/scaled project. If an applicant advises that a project is scalable, the applicant must provide an appropriate minimum funding amount that will fund an eligible project that achieves the objectives of the program and meets all relevant program requirements. The applicant must provide a clear explanation of how the project budget would be affected by a reduced award. DOT may award a lesser amount whether or not a scalable option is provided.

**C. Eligibility Information**

***1. Eligible Applicants***

To be selected for a grant, an applicant must be an Eligible Applicant and the project must be an Eligible Project that meets the minimum project amount listed above in Section B.1.i. for the Community Program and Section B.1.ii. for the Corridor Program. Ownership structures of potential applicants vary significantly across the country. Therefore, an entity must evaluate the list of eligible applicants and demonstrate in their application that they are eligible for an award. If awards are made using NEVI 10 funds, then eligible applicants will be limited to State and local governments, per statute.

<b>Eligible Applicants</b>	<b>Community Program</b> 23 U.S.C. § 151(f)(8)(C)	<b>Corridor Program</b> 23 U.S.C. § 151(f)(3)	<b>NEVI 10 (Community or Corridor)</b>
A State <sup>24</sup> or political subdivision of a State	x	x	x
A metropolitan planning organization	x	x	
A unit of local government	x	x	x
A special purpose district or public authority with a transportation function, including a port authority	x	x	
An Indian Tribe (as defined in section 4 of the Indian Self-Determination and Education	x	x	

<sup>24</sup> The term “State” means any of the 50 States, the District of Columbia, or Puerto Rico 23 U.S.C. § 101(a)(28).

Assistance Act (25 U.S.C. § 5304)) <sup>25</sup>			
A territory of the United States	x	x	
An authority, agency, or instrumentality of, or an entity owned by, 1 or more entities as listed above	x	x	
A group of entities as listed above	x	x	
A State or local authority with ownership of publicly accessible transportation facilities	x		x

The application must be submitted by one lead eligible applicant. If a group (two or more) of eligible entities above submits a joint application, the group must identify a lead applicant to serve as prime awardee in the event an award is made. The prime awardee will serve as the primary point of contact and be responsible for financial administration of the project. Joint applications should include a description of the roles and responsibilities of each eligible applicant and should be signed or include a letter of support by each eligible applicant.

The lead applicant may propose other organizations (such as a private entity<sup>26</sup>) as part of their application. Generally, such other organizations would fall into a sub-recipient or contractor role as defined in 2 CFR 200.331. If possible, the applicant should identify anticipated sub-recipients or contractors in the application. The 2 CFR 200 Procurement Standards apply to contractor awards but not to sub-recipient awards.<sup>27</sup> If the relationship reflects a sub-recipient relationship under 2 CFR 200.331, then the requirements for pass-through entities in 2 CFR 200.332 apply.

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<sup>25</sup> The term “Indian” means a person who is a member of an Indian Tribe 25 U.S.C. § 5304(d). The term “Indian Tribe” means any Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians 25 U.S.C. § 5304(e).

<sup>26</sup> “Private entity” means a corporation, partnership, company, or nonprofit organization (23 U.S.C. § 151(f)(1)).

<sup>27</sup> See the Contracting and Subgrants section of the CFI Q and A at [https://www.fhwa.dot.gov/environment/cfi/cfi\\_faqs.pdf](https://www.fhwa.dot.gov/environment/cfi/cfi_faqs.pdf)

Applications with a lead applicant that is not one of these statutory eligible applicants will be deemed ineligible and will not be evaluated to determine if the application contains a statutorily eligible project.

## ***2. Cost Sharing or Matching***

The Federal share of the cost of a project carried out with CFI Program funds under both programs shall not exceed **80 percent of** the total project cost (23 U.S.C. § 151(f)(10)). Cost sharing or matching is required, with the maximum Federal share being 80 percent of the total cost of the project. Awardees must provide at least 20 percent of the total project cost (not 20 percent of the Federal share) as a matching share. Additional information on cost share can be found at 2 CFR 200.306 -- Cost sharing or matching and FHWA's guidance on Non-Federal Matching Requirements.<sup>2829</sup> DOT will not consider previously incurred costs, previously expended or encumbered funds, or any CFI Program funds received towards the matching requirement for any project.

Eligible entities are required to contract with a private entity under the Corridor Program and are permitted to contract with a private entity under the Community Program.<sup>30</sup>

Under the CFI Program, a "private entity" means a corporation, partnership, company, or nonprofit organization. (23 U.S.C. § 151(f)(1)). As per 23 U.S.C. 151(f)(10), the Federal share for the cost of a project carried out with these grants shall not exceed 80 percent.<sup>31</sup> Where a recipient contacts a private entity for the services specified in the statute (for Corridor, the

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<sup>28</sup> [https://www.fhwa.dot.gov/legsregs/directives/policy/fedaid\\_guidance\\_nfmr.pdf](https://www.fhwa.dot.gov/legsregs/directives/policy/fedaid_guidance_nfmr.pdf)

<sup>29</sup> <https://www.transportation.gov/grants/dot-navigator/understanding-non-federal-match-requirements>

<sup>30</sup> For NEVI 10, BIL Title VIII of Division J provides that recipients "may" use funds to contract with private entities and that private entities "may" pay the non-Federal share of the cost of a project.

<sup>31</sup> Note: The cost share requirement may be met with other Federal funding only if authorized in the statute of the other Federal funding. If there is no express language stating that the funding can be used as a match on other Federal awards, then the Federal funding cannot be used for the non-Federal cost share. Under this NOFO, Tribes are allowed to satisfy the non-Federal match requirements using Tribal Transportation Program funds.

recipient must contract with a private entity for the acquisition and installation of EV charging infrastructure and for Community, the recipient may contract with a private entity for the acquisition, construction, installation, maintenance, or operation of EV Charging infrastructure), the statute requires that the private entity shall contractually agree to pay the non-Federal share of the project cost carried out with CFI Program funds that is not paid by the Federal Government. Accordingly, the recipient must demonstrate it has taken best efforts to require the private entity to contractually pay for the non-Federal share. If a recipient is able to demonstrate that, despite its best efforts, a contract is unable to be executed with the private entity to pay the non-Federal share, FHWA will not consider the recipient to be in violation of the grant agreement pursuant to 23 CFR 1.36. However, the CFI Grant Recipient remains ultimately responsible for ensuring the non-Federal cost share is met for the project.<sup>32</sup>

### ***3. Eligible Projects and Project Costs***

Each of the two funding opportunities has different statutory rules for what kinds of projects are eligible for funding. More information about Eligible Projects and Project Costs for each program is listed below in Section C.4 and C.5. Applications will be considered for the funding program indicated and supported in the application. Applicants that do not include statutorily eligible projects will not be evaluated for the selection criteria.

### ***4. Community Program - Eligibility Information***

Community Program grants are expected to reduce greenhouse gas emissions and to expand or fill gaps in access to charging or alternative fueling infrastructure.

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<sup>32</sup> Note: The cost share requirement may be met with other Federal funding only if authorized in the statute of the other Federal funding. If there is no express language stating that the funding can be used as match on other Federal awards, then the Federal funding cannot be used for the non-Federal cost share. Under this NOFO, Tribes are allowed to satisfy the non-Federal match requirements using Tribal Transportation Program funds.

### Community Program – Eligible Projects

- Community Program grants may be awarded to any project that is expected to reduce greenhouse gas emissions and to expand or fill gaps in access to eligible infrastructure.
- Eligible infrastructure is a publicly accessible electric vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure.<sup>33</sup> Propane fueling infrastructure is limited to infrastructure for medium- and heavy-duty vehicles.<sup>34</sup>
- Projects may be located on any public road or in other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity.<sup>35</sup>
- Both Direct Current Fast Charging and Alternating Current Level 2 chargers are eligible under the CFI Community Program.

### Community Program – Eligible Project Costs

- Acquisition and installation of eligible infrastructure (as defined above). An applicant that receives a CFI grant for installation of eligible infrastructure may also use grant funds for:
  - Any related construction or reconstruction and the acquisition of real property directly related to the project.<sup>36</sup>
  - Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities.<sup>37</sup>

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<sup>33</sup> 23 U.S.C. § 151(f)(8)

<sup>34</sup> 23 U.S.C. § 151(f)(7)

<sup>35</sup> 23 U.S.C. § 151(f)(8)(E)

<sup>36</sup> 23 U.S.C. § 151(f)(8)(D)(ii)

<sup>37</sup> 23 U.S.C. § 151(f)(8)(D)(i)



- Contracting with a private entity for the acquisition, construction, installation, maintenance, or operation of eligible infrastructure included in the project.<sup>38</sup>

Operating assistance shall be limited to costs allocable to operate and maintain the eligible infrastructure and service, and may not exceed the amount of a contract to acquire and install eligible infrastructure.<sup>39</sup>

- Educational and community engagement activities to develop and implement education programs through partnerships with schools, community organizations, and vehicle dealerships to support the use of zero-emission vehicles and associated infrastructure (may not exceed more than 5 percent of the grant amount awarded).<sup>40</sup>

#### ***5. Corridor Program - Eligibility Information***

Corridor Program grants are expected to support buildout of charging or alternative fueling infrastructure along designated AFCs.<sup>41</sup>

#### Corridor Program – Eligible Projects

- Corridor Program grants must be awarded to any project that contracts with a private entity for acquisition and installation, or operation, of eligible infrastructure.
- Eligible infrastructure is publicly accessible electric vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure that is directly related to the charging or fueling of a vehicle.<sup>42</sup> Propane fueling infrastructure is limited to infrastructure for medium- and heavy-duty vehicles.<sup>43</sup>

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<sup>38</sup> 23 U.S.C. § 151(f)(8)(H)

<sup>39</sup> 23 U.S.C. § 151(f)(6)(C)(ii-iii)

<sup>40</sup> 23 U.S.C. § 151(f)(8)(K)

<sup>41</sup> For more information on AFC's [https://www.fhwa.dot.gov/environment/alternative\\_fuel\\_corridors/](https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/)

<sup>42</sup> 23 U.S.C. § 151(f)(6)(A)

<sup>43</sup> 23 U.S.C. § 151(f)(7)

- Projects must be located along an alternative fuel corridor designated under this section, on the condition that any affected Indian Tribes are consulted before the designation.<sup>44</sup>
- EV charging infrastructure should be conveniently and safely located as close to the AFC as possible, and, in general, no greater than five miles from Interstate exits or highway intersections along designated corridors.<sup>45</sup>
- Hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure should be conveniently and safely located as close to the AFC as possible, and, in general, no greater than five miles from Interstate exits or highway intersections along designated corridors.

#### Corridor Program – Eligible Project Costs

- Contracting with a private entity for acquisition and installation of eligible infrastructure (as defined above).<sup>46</sup>
- Providing a private entity with operating assistance for the first 5 years of operations after the installation of eligible infrastructure while the facility transitions to independent system operations.<sup>47</sup> Operating assistance shall be limited to costs allocable to operate and maintain the eligible infrastructure and service, and may not exceed the amount of a contract to acquire and install eligible infrastructure.<sup>48</sup>
- An applicant that receives a CFI grant for acquisition and installation, or operations, of eligible infrastructure may also use grant funds for acquisition and installation of traffic

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<sup>44</sup> 23 U.S.C. § 151(f)(6)(B)

<sup>45</sup> In order to be designated as an AFC for EV charging, FHWA criteria provides that the EV charger be located within 1 travel mile of the highway. For purposes of this NOFO, with respect to the Corridor Program, FHWA will consider applications along designated AFCs for EV chargers up to 5 miles off the highway.

<sup>46</sup> 23 U.S.C. § 151(f)(6)(A)

<sup>47</sup> 23 U.S.C. § 151(f)(6)(C)(i)

<sup>48</sup> 23 U.S.C. § 151(f)(6)(C)(ii-iii)

control devices located in the right-of-way to provide directional information to eligible infrastructure included in the project.<sup>49</sup>

- Preliminary engineering, engineering, and design-related services directly relating to the construction of a highway project, including engineering, design, project development and management, construction project management and inspection.<sup>50</sup>

## **D. Application and Submission Information**

### ***1. Address to Request Application Package***

All application materials may be found on Grants.gov. Once at Grants.gov, select the Search Grants tab. Then enter one of the following:

- Opportunity Number: 693JJ324NF00017
- Opportunity Name: Charging and Fueling Infrastructure Discretionary Grant Program
- Assistance Listing Number: 20.205

When at one of these pages, select the CFI Opportunity, which will open to a page with several tabs. The first tab is a synopsis of the opportunity. The Related Documents tab is the Full Announcement (the NOFO document), NOFO Amendments, and supporting documents added by DOT such as FAQs. The Package tab allows you to preview the forms needed to submit an application. The red Subscribe button allows applicants to register to receive notice by email when DOT updates or adds to the opportunity page. The red Apply button allows applicants to apply using Grants.gov. Applicants should use the Grants.gov Workspace to create and submit the application. See Grants.gov for training on using Grants.gov Workspace.

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<sup>49</sup> 23 U.S.C. § 151(f)(6)(D)(ii)

<sup>50</sup> 23 U.S.C. §101(a)(4)

For a Telephone Device for the Deaf (TDD), please call (202) 366-3993. If potential applicants are unable to download the application package from the internet, they may send a written request for a paper copy to the below address. Requests should be sent to:

[CFIGrants@dot.gov](mailto:CFIGrants@dot.gov)

## **2. Content and Form of Application**

All applications must be submitted electronically through [Grants.gov](https://www.grants.gov). The application must include: (1) STANDARD FORMS; and (2) APPLICATION SUPPORT. See instructions below.

(1) STANDARD FORMS: The following are mandatory:

- Standard Form 424 (Application for Federal Assistance)
- Standard Form 424C (Budget Information for Construction Programs)
- Standard Form 424D (Assurances for Construction Programs)
- Standard Form LLL (Disclosure of Lobbying Activities)
- Project Abstract Summary
- Attachments (Use this form to add APPLICATION SUPPORT file(s))

(2) APPLICATION SUPPORT: A narrative document no more than 25 pages that addresses the following items i.-iv. which are detailed below. In Grants.gov, please submit the APPLICATION SUPPORT as one PDF file if possible.

- i. Project Narrative
- ii. Budget Information
- iii. Project Merit Criteria
- iv. Project Readiness and Environmental Risk

### **i. Project Narrative**

FHWA recommends that the project narrative be prepared with standard formatting preferences (i.e., a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins). If possible, Website links to supporting documentation should be

provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the project narrative the relevant portion of the project narrative that each document supports. FHWA recommends using appropriately descriptive final names (e.g., Project Narrative, Maps, Geospatial Data, Project Budget) for all attachments.

Also, in the project narrative, applicants should describe how the project addresses the following areas as well as the additional project narrative information that is specified below. DOT specifies that the project narrative follow the outline below. Following the outline will also assist evaluators in locating the relevant information.

#### Community Program

I. Description of project location, including a detailed geographical description of the proposed project, a map of the project's location and connections to existing transportation infrastructure, geospatial data describing the project location(s) (e.g., ESRI shapefiles, latitude/longitude coordinates, intersections, specific addressees, etc.), the number of EV charging ports/alternative fueling dispensers expected at each project site, and how traffic safety considerations will be addressed for vehicles entering and leaving the site. Applicants should provide as much information as possible for the location of the project site(s) and the number of the number of EV charging ports/alternative fueling dispensers, keeping in mind the award is limited to the project and location as described in the application. If there is some uncertainty regarding the location or number of EV charging ports/alternative fueling dispensers, this should be described in detail in the application and the potential sites and the number of EV charging ports/alternative fueling dispensers discussed.

Applicants must address how their project appropriately mitigates any safety risks introduced by the project. Prior to receiving funds, all projects are expected to, at a minimum, identify and mitigate to the extent practicable any significant safety risks that could result after the project completion. Applicants should include how their project will not negatively impact the overall safety of the traveling public. Applicants should also consider the National Roadway Safety Strategy (NRSS)<sup>51</sup> when addressing how the projects will support the goal of achieving zero roadway death through a Safe Systems Approach. This description should also detail how the access is in compliance with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.).

II. Description of how the project expands community-based infrastructure or fills gaps in access by equitably expanding the deployment of publicly available EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure in community locations, located on any public road or in any other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity.

III. Additional Project Narrative Information. FHWA is interested in community charging and fueling deployment projects in several focus areas. As applicable, applicants are encouraged to indicate which focus area(s) their proposed project address(es) and how the project benefits the community and improves access to EV and alternative fueling infrastructure. In addition, in association with the focus areas specified, applicants are encouraged to note whether the project would expand alternative fueling/charging access to rural areas, low- and

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<sup>51</sup> <https://www.transportation.gov/NRSS>

moderate- income neighborhoods, and/or underserved or hard to reach communities where the private sector may not invest absent Federal funding.

More than one category can be identified.

- Neighborhood and Multi-Family Charging: Provide convenient, affordable access to charging infrastructure in public or shared private locations within walking distance of where future EV owners live, potentially including multi-family properties and curbside installations in urban neighborhoods. Projects should seek to advance low-cost solutions with light construction when possible (e.g., pole-based charging) and take advantage of charge management technology to minimize site power requirements. Charging projects in this category are likely to be Level 2 installations (alternating current charging no more than 19.2 kW per port) given proximity to homes with long duration charging potential and challenges associated with upgrading electric service in dense neighborhoods. However, applicants are allowed to propose direct current fast charging solutions when appropriate. Projects should address innovative ways to navigate challenges such as curbside access, reservation/convenient availability, reliability, and management of limited spaces. The DOT encourages collaboration between applicants, right-of-way (ROW)/property owners, and electric utilities during the application, installation, and maintenance of charging infrastructure.
- Multi-Modal Hubs and Shared-Use Fleets and Services: Seek to connect or promote rental vehicle, taxi, carshare, ride-share, ride-hail, bicycle, micromobility, microtransit, and other electrified or alternative fuel multi-

passenger or active mobility options that provide alternatives to individual vehicle ownership.

Projects may also seek to connect national freight corridors with local delivery providers and fleets, such as urban depots charging for light- and medium-duty vehicles.

- **Multi-Purpose Workplace and Destination Charging:** Destination charging that corresponds to locations where vehicles are likely to be parked for an extended period of time facilitates convenience and often allows for lower-power, low-cost charging. Many of these locations, when publicly accessible, can serve multiple purposes allowing employees, customers, or visitors to use a location to both park and charge their vehicle and creating additional utility to these locations in both rural and urban communities. Projects should seek to identify these commonly used popular locations to increase access to charging and facilitate low-cost, lower power charging. Charging speeds should be aligned with typical parking times for a given location, allowing drivers to depart with a meaningful increase in driving range.
- **Community Fleets and Freight:** Enable local medium- and heavy-duty electrification and alternative fuel use for Class 3 through Class 8 Vehicle fleets for use cases including, but not limited to municipal services, first-mile/last-mile, and hybrid deployments that combine dedicated infrastructure for medium- and heavy-duty vehicles with co-deployed charging for light-duty passenger vehicles. The deployment of these projects should align with Phases



1, 2, or 3 of the National [Zero Emission Freight \(ZEF\) Corridor Strategy](#), as specified in the Appendix for each Phase.

### Corridor Program

I. Description of project location, including a detailed geographical description of the proposed project, a map of the project's location and connections to existing transportation infrastructure, geospatial data describing the project location(s) (e.g., ESRI shapefiles, latitude/longitude coordinates, intersections, specific addresses, etc.), the number of EV charging ports/alternative fueling dispensers expected at each project site, and how traffic and pedestrian safety considerations will be addressed for users accessing the site and nearby destinations. Applicants should provide as much information as possible about the location of the project site(s) and the number of EV charging ports/alternative fueling dispensers, keeping in mind the award is limited to the project and location as described in the application. If there is some uncertainty regarding the location or number of EV charging ports/alternative fueling dispensers, this should be described in detail in the application and the potential sites and EV charging ports/alternative fueling dispensers discussed. As described in section V below, Corridor program applicants should identify availability of on-site amenities.

Applicants must address how their project appropriately mitigates any safety risks introduced by the project for all users, including pedestrians accessing nearby destinations. Prior to receiving funds, all projects are expected to, at a minimum, identify and mitigate to the extent practicable any significant safety risks that could result after the project completion. Applicants should include how their project will ensure safety of all users and not negatively impact the overall safety of the traveling public. Applicants should also consider the NRSS<sup>52</sup> when

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<sup>52</sup> <https://www.transportation.gov/NRSS>

addressing how the projects will support the goal of achieving zero roadway death through a Safe Systems Approach.

II. Description of how public accessibility of charging or fueling infrastructure proposed to be funded with a grant under this subsection has been considered, including charging or fueling connector types and publicly available information on real-time availability and payment methods to ensure secure, convenient, fair, and equal access.<sup>53</sup>

III. Description of outcomes from collaborative engagement with stakeholders (including automobile manufacturers, utilities, infrastructure providers, technology providers, electric charging, hydrogen, propane, and natural gas fuel providers, metropolitan planning organizations, States, Indian Tribes, and units of local governments, fleet owners, shared mobility operators, fleet managers, fuel station owners and operators, labor organizations, infrastructure construction and component parts suppliers, and multi-State and regional entities) that address the following for EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure:

- Foster enhanced, coordinated, public-private or private investment;
- Expand deployment;
- Protect personal privacy and ensure cybersecurity; and
- Ensure that a properly trained workforce is available to construct and install infrastructure (23 U.S.C. § 151 (f)(4)(A)(ii)).

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<sup>53</sup> (23 U.S.C. § 151 (f)(4)(A)(i))

IV. Identify whether the location of the station or fueling site considered the following:

- The availability of onsite amenities for vehicle operators, such as restrooms or food facilities. Applicants are encouraged to identify other onsite and nearby amenities such as WiFi availability and protection from the weather;
- Access in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.);
- Height and fueling capacity requirements for facilities that charge or refuel large vehicles, such as semi-trailer trucks; and
- Appropriate distribution to avoid redundancy and fill charging or fueling gaps (23 U.S.C. § 151 (f)(4)(A)(iii)).

V. Details to ensure infrastructure installation that can be responsive to technology advancements, such as accommodating autonomous vehicles, vehicle-to-grid technology, and future charging methods (23 U.S.C. § 151 (f)(4)(A)(iv)).

VI. Discussion about the long-term operation and maintenance of the EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure, to avoid stranded assets and protect the investment of public funds in that infrastructure (23 U.S.C. § 151 (f)(4)(A)(v)).<sup>54</sup> For example, applicants could include data such as fuel supply availability (e.g., the specific electric utility tariff(s) under which the applicant intends to take service), expected average use levels over time, and long-term operation and maintenance agreements.

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<sup>54</sup> Also see 23 CFR § 680.106(i)

VII. Assessment of the estimated emissions that will be reduced through the use of EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure, which shall be conducted using the Alternative Fuel Life-Cycle Environmental and Economic Transportation (AFLEET) CFI Emissions tool<sup>55</sup> developed by Argonne National Laboratory (or a successor tool) (23 U.S.C. § 151 (f)(4)(B)).

VIII. Description of how the project improves the AFCs by expanding the deployment of public EV charging infrastructure, particularly DC fast charging infrastructure or hydrogen, propane or natural gas fueling infrastructure along FHWA-designated AFCs. The application should indicate how the project: (1) will contribute to the conversion of corridor-pending corridors to corridor-ready corridors by filling infrastructure gaps; (2) will help meet current or anticipated excess demand for corridor charging or alternative fueling infrastructure; and (3) will provide infrastructure to support greater adoption of light- or medium- and heavy-duty alternative fuel vehicles.

IX. Additional Project Narrative Information. Applicants should specify the reasons for which CFI Corridor Program funding is being requested and demonstrate that the proposed project is not duplicative with the NEVI Formula Program or previous FHWA CFI awards. FHWA is interested in corridor charging and fueling deployment projects in several focus areas. As applicable, applicants are encouraged to indicate which focus area(s) their proposed project address(es) and how the project contributes to the build-out of a national corridor network. More than one category can be identified.

- Demonstrate Build-Out of AFCs: Expand deployment of EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure along

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<sup>55</sup> [AFLEET CFI Tool \(anl.gov\)](https://anl.gov)

designated AFCs. Infrastructure projects of interest can expand existing or add new charging and fueling infrastructure for light-duty, medium-duty, and heavy-duty vehicles.

- Zero Emission Corridors for Medium- and Heavy-Duty Vehicles: Enable zero emission movement of goods, connect distribution hubs, and connect population centers. Projects may also seek to connect national freight corridors with local delivery providers and fleets, such as urban depot charging for light- and medium-duty vehicles. Projects may also leverage other funding for alternative fuel infrastructure at ports or depots along corridors. The deployment of these projects should align with Phases 1 or 2 of the National [Zero Emission Freight \(ZEF\) Corridor Strategy](#)<sup>56</sup> Medium- and heavy-duty infrastructure applications should include explicit fleet commitments to use the infrastructure.
- Long Dwell Time Locations Along AFCs: Charging and fueling infrastructure that correlates to locations where vehicles are parked for extended periods of time can enhance driver convenience and, in some cases, significantly reduce costs. In the case of EV charging, long dwell time locations can meet driver demands and reduce the potential electric demand of EVs through lower power charging. Many long dwell time locations, such as small downtowns, hotels/motels, park and ride facilities, parks, and campgrounds are located along corridors and can facilitate convenient, affordable travel.

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<sup>56</sup> [driveelectric.gov/files/zef-corridor-strategy.pdf](https://driveelectric.gov/files/zef-corridor-strategy.pdf)

## **FOR BOTH PROGRAMS**

For both the Community Program and Corridor Program the project narrative should provide information as to how innovative payment approaches (such as contactless technology, mobile wallets, bundling with transit discounts and other benefits programs, etc.) will be used to ensure that low- and zero-emission transportation options are accessible to diverse populations, including the unbanked and underbanked. To the extent practicable, applicants should provide supporting data and documentation in a form that is directly verifiable by FHWA. FHWA may, but is not required to, request supplementary information, including additional data, to clarify supporting data and documentation submitted in an application, but FHWA encourages applicants to submit the most relevant and complete information they can provide. Supplementary information may be requested to determine with which category of grant the application best aligns. To ensure a fair and unbiased evaluation of applications submitted under this NOFO, FHWA will not request additional information to perfect incomplete applications.

## **FOR BOTH PROGRAMS**

### **ii. Budget Information: Grant Funds, Sources and Uses of All Project Funding**

Describe your overall budget and how funds will be spent on various portions of the project(s). Provide a budget narrative explaining each element of cost contained in the Standard Form 424C. Categorize your budget into uses such as project planning and development (such as costs for meaningful public involvement), ROW/acquisition costs, installation costs, operation costs, maintenance costs, educational activity costs, etc. The estimated amount of funds or percentages of funds to be spent in each category should be indicated as well as which entity is responsible for each cost. This section should also include any operating subsidies that will be

sought or have been obtained for EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure. However, identified operating subsidies are not subject to program limitations for operating assistance (i.e., operating assistance may not exceed the amount of a contract to acquire and install eligible infrastructure<sup>57</sup>) unless the funding source for the operating subsidy is through Title 23.

Describe your cost share and how you will satisfy the cost share requirements of the NOFO Section C.2.

Project budgets should show how different funding sources will share in each activity and present those data in dollars and percentages. The budget should identify other Federal funds, the applicant is applying for, has been awarded, or intends to use. Funding sources should be grouped into three categories: non-Federal, CFI Program, and other Federal with specific amounts from each funding source. The applicant should identify any named or planned sub-recipients or contractors in the application and describe compliance with or intention to comply with 2 CFR 200.

Provide a table showing the following as applicable: (1) the Federal funding requested for activities that are pre-NEPA and/or do not require NEPA approval; and (2) the Federal funding requested for activities that are post-NEPA approval (i.e., final design, ROW, construction).

For purposes of this NOFO and consistent with Title 23, the term construction is defined at 23 U.S.C. §101(a)(4), in part, as the supervising, inspecting, actual building, and incurrence of all costs incidental to the construction or reconstruction of a highway or any project eligible for assistance under this title, including bond costs and other costs relating to the issuance in accordance with section 122 of bonds or other debt financing instruments and costs incurred by

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<sup>57</sup> 23 U.S.C. § 151(f)(6)(C)(ii-iii)

the State in performing Federal-aid project related audits that directly benefit the Federal-aid highway program.<sup>58</sup>

The Standard Form 424C should be supported by a budget narrative explaining each element of cost.<sup>59</sup>

FHWA reserves the right after an application is selected for award, to request additional supporting information and or documentation for purposes of confirming that costs proposed are allowable (2 CFR 200.403), reasonable (2 CFR 200.404) and allocable (2 CFR.405).

Except for the information properly marked as described in Section H., the Department may share application information within the Department or with other Federal Agencies if the Department determines that sharing is relevant to the respective program's objectives.

### **iii. Project Merit Criteria**

The applicant should describe how the proposal meets the Project Merit Criteria list in Section E.1.iv.

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<sup>58</sup> The 23 U.S.C. §101(a)(4) definition of construction continues to provide the following examples of what is included in the term: (A) assessing resilience, mapping (including the establishment of temporary and permanent geodetic control in accordance with specifications of the National Oceanic and Atmospheric Administration), and architectural-related services; assessing resilience, mapping (including the establishment of temporary and permanent geodetic control in accordance with specifications of the National Oceanic and Atmospheric Administration), and architectural-related services; (B) reconstruction, resurfacing, restoration, rehabilitation, and preservation; (C) acquisition of ROW; (D) relocation assistance, acquisition of replacement housing sites, and acquisition and rehabilitation, relocation, and construction of replacement housing; (E) elimination of hazards of railway-highway grade crossings; (F) elimination of roadside hazards; (G) improvements that directly facilitate and control traffic flow, such as grade separation of intersections, widening of lanes, channelization of traffic, traffic control systems, and passenger loading and unloading areas; (H) improvements that reduce the number of wildlife-vehicle collisions, such as wildlife crossing structures; and (I) capital improvements that directly facilitate an effective vehicle weight enforcement program, such as scales (fixed and portable), scale pits, scale installation, and scale houses.

<sup>59</sup> After applications are selected for award, the Government reserves the right to request from the applicant/selectee supporting information and/or documentation for the purpose of confirming that the elements of cost contained in the proposed budget are Allowable (2 CFR 200.403), Reasonable (2 CFR 200.404), and Allocable (2 CFR 200.405).



#### **iv. Project Readiness and Environmental Risk**

The application should include information that, when considered with the project budget information, is sufficient for FHWA to evaluate whether the project is reasonably expected to begin in a timely manner, and obligate awards before the deadline. To assist FHWA's determination of project readiness, application information should include:

- A detailed statement of work that focuses on the technical and engineering aspects of the project and describes in detail the project to be constructed;
- Discussion of energy source and storage needs, such as (1) a description of engagement or plans to engage with relevant utility providers to date, (2) whether utility upgrades will be needed to complete the project, and if other types of upgrades are needed, (3) whether utility designs have begun, been submitted, or are final;
- An assessment of real property and ROW acquisition necessary for the project or a statement that no acquisition is necessary;
- Information about the inclusion of this project (or a plan to having this project included) in the relevant State, metropolitan, and local planning documents<sup>60</sup>;
- Any project approvals already obtained, including whether site assessments have taken place and whether permits have been issued or applied for;
- Identification of known or anticipated project risks and how they will be addressed;

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<sup>60</sup> The planning requirements applicable to the Federal-aid highway program apply to all CFI Program Grant projects. In accordance with 23 U.S.C. §§ 134 and 135, all projects requiring an action by FHWA must be in the applicable plan and programming documents (e.g., metropolitan transportation plan, transportation improvement program (TIP), and statewide transportation improvement program (STIP)). Further, in air quality non-attainment and maintenance areas, all regionally significant projects, regardless of the funding source, must be included in the conforming metropolitan transportation plan and TIP. Inclusion in the STIP is required under certain circumstances. To the extent a project is required to be on a metropolitan transportation plan, TIP, or STIP, it will not receive a grant until it is included in such plans. Projects not currently included in these plans can be amended by the State and MPO. Projects that are not required to be in long range transportation plans, STIPs, and TIPs will not need to be included in such plans to receive a grant.

- Discussion about any coordination or public engagement that has been completed or is on-going regarding this project;
- Discussion about intentions for Disadvantaged Business Enterprise (DBE) participation or engagement;
- Discussion of how equity and accessibility requirements will be met;
- An anticipated project timeline or anticipated project milestone dates;
- Information about how 23 CFR Part 680 requirements, published on February 28, 2023, will be included; and
- Any other information that will demonstrate project readiness.

The application should also include information about the expected or anticipated environmental impacts of the project. To assist FHWA’s environmental risk assessment, application information should include any National Environmental Policy Act (NEPA) reviews or approvals and permits that have already been completed or an anticipated timeline to obtain the necessary approvals and permits for the project. For more information on NEPA, see Section F.2.: Administrative and National Policy Requirements.

### ***3. Unique Entity Identifier and System for Award Management (SAM)***

Effective April 4, 2022, the Data Universal Numbering System (DUNS) number is no longer required for entities doing business with the Federal Government and has been replaced by the SAM UEI. As of that date, applicants are required to use a UEI issued during the [SAM.gov](https://sam.gov) registration process. Active registrants in SAM.gov have had their SAM UEI automatically assigned and it is currently viewable within SAM.gov. There is no additional action necessary for registered entities to take to obtain their SAM UEI. Each applicant is required to:

- Be registered in SAM before submitting their application;
- Provide a valid UEI in their application; and
- Continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by a Federal awarding Agency.

Please see <https://www.grants.gov/web/grants/applicants/applicant-faqs.html#UEI> for more information on the transition from DUNS to SAM UEI, including what UEI to enter into the UEI field on Grants.gov and on application package forms.

The FHWA may not make a Federal award to an applicant until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time the Federal awarding Agency is ready to make a Federal award, the Federal awarding Agency may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

**NOTE TO APPLICANTS: The SAM.gov requires the registrant to provide a UEI number to complete the registration. These processes can take several weeks to complete so should be started well before the application deadline.**

#### ***4. Submission Dates and Timelines***

Applications must be submitted electronically through Grants.gov no later than 11:59 p.m., Eastern Time on **AUGUST 28, 2024.**

#### ***5. Intergovernmental Review***

The CFI Program is not subject to the Intergovernmental Review of Federal Programs under EO 12372.

## **6. Funding Restrictions**

Pre-CFI Program Grant award costs (costs incurred prior to execution of a grant agreement or authorization in Financial Management Information Systems) will not be reimbursed.

Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

### ***i.* Community Program**

Under 23 U.S.C. § 151(f)(8)(K), grant funds may be used for educational and community engagement activities (e.g., projects to educate consumers on the availability of new charging and fueling to address range anxiety; projects that work with communities to identify their needs for new charging and fueling infrastructure) to develop and implement education programs through partnerships with schools, community organizations, and vehicle dealerships to support the use of zero-emission vehicles and associated infrastructure; however, this cost is capped at no more than 5 percent of the grant amount the recipient is awarded. As in the Corridor Program, under 23 U.S.C. § 151(f)(7), projects for propane fueling are limited to infrastructure for medium- and heavy-duty vehicles.

### ***ii.* Corridor Program**

Under 23 U.S.C. § 151(f)(6)(A), grant funds shall only be used to contract with a private entity<sup>61</sup> for acquisition and installation of publicly accessible EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure that is directly related to the charging or fueling of a vehicle. As per 23 U.S.C. § 151(f)(6)(C)(i-iii), operating assistance costs allocable to operating and maintaining publicly

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<sup>61</sup> The Federally Funded Research and Development Centers, including the National Renewable Energy Laboratory, are ineligible to be contracted as a private entity under this grant program.

available EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure for the first 5 years of operations after the installation are allowable while the facility transitions to independent system operations and those costs may not exceed the amount of the contract to acquire and install publicly accessible charging or fueling infrastructure. Under 23 U.S.C. § 151(f)(6)(D)(i)-(iii), costs for the acquisition and installation of traffic control devices located in the ROW to provide directional information to publicly accessible EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure acquired, installed, or operated is limited to applicants that receive a grant and are using that grant for the traffic control devices and that cost may not exceed the amount of the contract to acquire and install publicly accessible charging or fueling infrastructure. Per 23 U.S.C. § 151(f)(7), projects for propane fueling are limited to infrastructure for medium- and heavy-duty vehicles.

## ***7. Other Submission Considerations***

### ***i. Consideration of Applications***

Only applicants who comply with all submission deadlines described in this NOFO and electronically submit valid applications through Grants.gov will be eligible for award.

Applicants are strongly encouraged to make submissions in advance of the deadline.

### ***ii. Late Applications***

Applications received after the deadline will not be considered except in the case of unforeseen technical difficulties outlined below. Applicants experiencing technical issues with Grants.gov that are beyond the applicant's control must provide email notification to

[CFIgrants@dot.gov](mailto:CFIgrants@dot.gov) prior to the application deadline with the username of the registrant and details of the technical issue experienced. The applicant must provide:

- Details of the technical issue experienced;
- Screen capture(s) of the technical issues experienced along with corresponding Grants.gov “Grant tracking number”;
- The “Legal Business Name” for the applicant that was provided in the SF-424;
- The Point of Contact name submitted in the SF-424;
- The UEI associated with the application; and
- The Grants.gov Help Desk Tracking Number.

To ensure a fair competition of limited discretionary funds, the following conditions are not valid reasons to permit late submissions: (1) failure to complete the Grants.gov and UEI registration processes before the deadline; (2) failure to follow Grants.gov instructions on how to register and apply as posted on its Website; (3) failure to follow all instructions in this NOFO; and (4) technical issues experienced with the applicant’s computer or information technology environment.

After FHWA reviews all information submitted and contacts the Grants.gov Help Desk to validate reported technical issues, FHWA staff will contact late applicants to approve or deny a request to submit a late application through Grants.gov. The FHWA will not accept appeals of FHWA’s decision to approve or deny a request for a late application. If the reported technical issues cannot be validated, late applications will be rejected as untimely.

***iii. Compliance with Section 508 of the Rehabilitation Act of 1973***

The DOT encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973. Section 508 guidelines are available at <https://www.access-board.gov/ict/>.

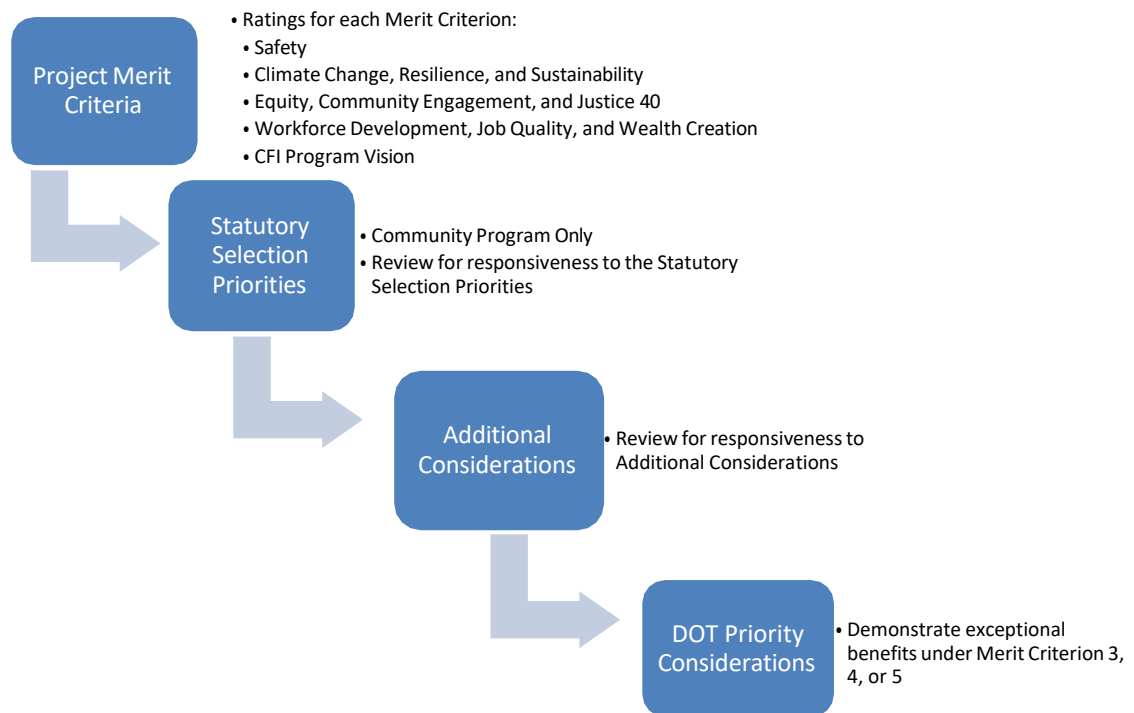
## E. Application Review Information

### 1. Selection Criteria

#### i. Community Program

The FHWA will award CFI Community Program Grants based on screening of applicable eligibility requirements followed by evaluation of the Project Merit Criteria (Section E.1.iv.), Statutory Selection Priorities (Section E.1.v.), Additional Considerations (Section E.1.vi.), and DOT Priority Considerations (Section E.1.vii.) as shown in Figure 1, below and described in this Section.

*Figure 1: Community Program Selection Criteria for Eligible Projects*

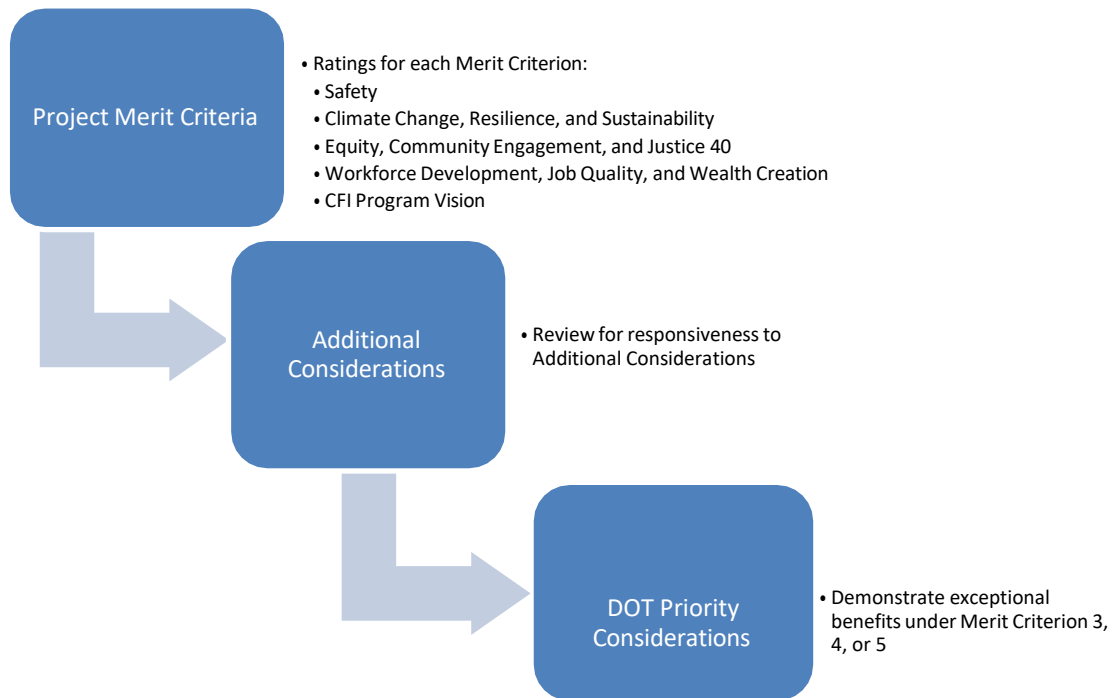


#### ii. Corridor Program

The FHWA will award CFI Corridor Program Grants based on screening of applicable eligibility requirements, followed by evaluation of the Project Merit Criteria (Section E.1.iv.),

Additional Considerations (Section E.1.vi.), and DOT Priority Considerations (Section E.1.vii.) as shown in Figure 2, below and described in this Section.

*Figure 2: Corridor Program Evaluation for Eligible Projects*



### **iii. Overall Application Rating**

If a project does not meet the applicable eligibility requirements (Section C.), the application will not be further evaluated. Based on evaluation of the Project Merit Criteria listed below, DOT will assign each eligible project an overall rating of highly recommended, recommended, or not recommended for each of the grant programs for which the applicant is applying. A **Highly Recommended** project is one that meets all statutory eligibility criteria, receives a rating of Highly Qualified in at least 3 of the 5 Project Merit Criteria described below, receives at least a rating of Qualified for each of the Project Merit Criteria described below. A



**Recommended** project is one that meets all statutory eligibility criteria and receives at least a

rating of Qualified for each of the Project Merit Criteria described below. A **Not Recommended** project is one that does not meet one or more of the statutory eligibility criteria or receives a rating of Not Qualified for any of the Project Merit Criteria described below. When a project is determined to be Not Recommended at any time during the review, DOT will discontinue further evaluation under remaining criteria.

**iv. Project Merit Criteria**

The DOT has designated five project criteria which will be used to evaluate and rate the merit of an application, as follows.

**a. Criterion 1 Safety**

Applicants must address how their project appropriately mitigates any safety risks introduced by the project. Prior to receiving funds, all projects are expected to, at a minimum, identify and mitigate to the extent practicable any significant safety risks that could result after the project completion. Applicants should address how their project will not negatively impact the overall safety of the traveling public. Applicants should also consider the NRSS<sup>62</sup> when addressing how the projects will support the goal of achieving zero roadway death through a Safe Systems Approach.

<b>Highly Qualified</b>	<b>Qualified</b>	<b>Not Qualified</b>
The application demonstrates that the project will (must demonstrate all):	The application demonstrates that the project will (must demonstrate at least one):	The application contains insufficient information to allow reviewers to assess whether the project will demonstrate any of the following items:

<sup>62</sup> <https://www.transportation.gov/NRSS>

(1) Provide positive safety benefits for all users; <b><u>AND</u></b> (2) Does not negatively impact safety for all users; <b><u>AND</u></b> (3) Promote safety through design.	(1) Provide positive safety benefits for all users; <b><u>OR</u></b> (2) Does not negatively impact safety for all users; <b><u>OR</u></b> (3) Promote safety through design.	(1) Provide positive safety benefits for all users; (2) Does not negatively impact safety for all users; <b><u>OR</u></b> (3) Promote safety through design.
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**b. Criterion #2 Climate Change, Resilience, and Sustainability**

Applicants must address how the project will consider climate change, resilience, and environmental justice in the planning stage and in project delivery. Applicants are encouraged to use the [DOT Navigator Climate checklist](#) in responding to this criteria. In particular, applicants must address the extent to which the project reduces greenhouse gas emissions in the transportation sector, incorporates evidence-based climate resilience measures and features, advances objectives in the [National Climate Resilience Framework](#), and reduces the lifecycle greenhouse gas emissions from the project materials. Applicants also must address the extent to which the project avoids adverse environmental impacts to air or water quality, wetlands, endangered species, and resiliency to natural disasters, with a focus on prevention, response, and recovery.

<b>Highly Qualified</b>	<b>Qualified</b>	<b>Not Qualified</b>
The application demonstrates that the project will (must demonstrate all):	The application demonstrates that the project will (must demonstrate at least one):	The application contains insufficient information to allow reviewers to assess whether the project will demonstrate any of the following items:

<p>(1) Significantly reduce greenhouse gas emissions in the transportation sector. For the Community Program, although not required, applicants are encouraged to use tools to demonstrate estimated emission reductions and explain the significance of reductions. For the Corridor Program, the use of AFLEET<sup>63</sup> to estimate emission reductions required; <b><u>AND</u></b> (2) Incorporate evidence-based climate resilience measures or features, and addresses the Federal Flood Risk Mitigation Standard as updated by EO 13690, as appropriate; <b><u>AND</u></b> (3) Consider climate change, resilience, and environmental justice in project planning and delivery; <b><u>AND</u></b> (4) address the extent to which the project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, as well as address disproportionate negative impacts of climate change and pollution on disadvantaged communities, including natural disasters, with a focus on prevention, response, and recovery.</p>	<p>(1) Significantly reduce greenhouse gas emissions in the transportation sector. For the Community Program, although not required, applicants are encouraged to use tools to demonstrate estimated emission reductions and explain the significance of reductions. For the Corridor Program, the use of AFLEET to estimate emission reductions required; <b><u>OR</u></b> (2) Incorporate evidence-based climate resilience measures or features, and addresses the Federal Flood Risk Mitigation Standard as updated by EO 13690, as appropriate; <b><u>OR</u></b> (3) Consider climate change, resilience, and environmental justice in project planning and delivery; <b><u>OR</u></b> (4) address the extent to which the project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, as well as address disproportionate negative impacts of climate change and pollution on disadvantaged communities, including natural disasters, with a focus on prevention, response, and recovery.</p>	<p>(1) Significantly reduce greenhouse gas emissions in the transportation sector. For the Community Program, although not required, applicants are encouraged to use tools to demonstrate estimated emission reductions and explain the significance of reductions. For the Corridor Program, the use of AFLEET to estimate emission reductions required; (2) Incorporate evidence-based climate resilience measures or features, and addresses the Federal Flood Risk Mitigation Standard as updated by EO 13690, as appropriate; (3) Consider climate change, resilience, and environmental justice in project planning and delivery; <b><u>OR</u></b> (4) address the extent to which the project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, as well as address disproportionate negative impacts of climate change and pollution on disadvantaged communities, including natural disasters, with a focus on prevention, response, and recovery.</p>
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<sup>63</sup> Corridor Program emissions estimates must be conducted using the Alternative Fuel Life-Cycle Environmental and Economic Transportation (AFLEET) CFI Emissions tool developed by Argonne National Laboratory (or a successor tool) (23 U.S.C. § 151 (f)(4)(B)). [AFLEET CFI Tool \(anl.gov\)](http://anl.gov)

**c. Criterion #3 Equity, Community Engagement, and Justice<sup>40</sup>**

Applicants must address how their project will include an equity assessment which evaluates whether a project will create proportional impacts and remove transportation related disparities to all populations in a project area. To be highly qualified, applicants should demonstrate that 40 percent of funds received under this program will benefit disadvantaged communities using the Climate and Economic Justice Screening Tool (CEJST),<sup>64</sup> considering the following parameters based on community type. Projects will be considered to benefit disadvantaged communities if they are 1) within Tribal lands owned by Federally Recognized Tribes, 2) within a rural community (outside of a census defined urbanized area), 3) within a disadvantaged community in a census defined urbanized area, or 4) within a ½-mile buffer of a disadvantaged community in a census defined urbanized area. Applicants should demonstrate how meaningful public involvement<sup>65</sup>, inclusive of disadvantaged communities, will occur throughout a project’s life cycle. Projects should demonstrate, to the extent possible, that outcomes should target benefits towards disadvantaged communities. Applicants should address how project benefits will increase affordable transportation options, improve safety, connect Americans to good-paying jobs, fight climate change, and improve access to resources and quality of life.

<b>Highly Qualified</b>	<b>Qualified</b>	<b>Not Qualified</b>
<p>The application demonstrates that the project will (must demonstrate all):</p> <p>(1) include an equity analysis which evaluates whether a project will create proportional impacts and remove transportation related disparities to all populations</p>	<p>The application demonstrates that the project will (must demonstrate at least one):</p> <p>(1) include an equity analysis which evaluates whether a project will create proportional impacts and remove transportation related disparities to all populations</p>	<p>The application contains insufficient information to allow reviewers to assess whether the project will demonstrate any of the following items:</p> <p>(1) include an equity analysis which evaluates whether a project will create</p>

<sup>64</sup> <https://screeningtool.geoplatform.gov/>

<sup>65</sup> <https://www.transportation.gov/priorities/equity/promising-practices-meaningful-public-involvement-transportation-decision-making>

<p>in a project area. Applicants must use the CEJST in their assessment to demonstrate benefits towards disadvantaged communities; <b><u>AND</u></b> (2) include meaningful public engagement throughout a project’s life cycle <b><u>AND</u></b> (3) increase affordable transportation options, improve safety, connect Americans to good-paying jobs, fight climate change, or improve access to resources and quality of life; <b><u>AND</u></b> (4) enable all people within the multimodal transportation networks to reach their desired destination safely, affordably, and with a comparable level of efficiency and ease; <b><u>AND</u></b> (5) address, as applicable, the unique challenges rural and Tribal communities face related to mobility and economic development, including isolation, transportation cost burden, and traffic safety (consistent with DOT’s Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative) if geographically relevant to the project <b>OR</b> indicate that this is not relevant; <b><u>AND</u></b> (6) incorporate and support integrated land use, economic development and transportation planning to improve the movement of people and goods and local fiscal health, facilitates greater public and private investments and strategies in land-use productivity, including rural</p>	<p>in a project area. Applicants must use the CEJST in their assessment to demonstrate benefits towards disadvantaged communities; <b><u>OR</u></b> (2) include meaningful public engagement throughout a project’s life cycle <b><u>OR</u></b> (3) increase affordable transportation options, improve safety, connect Americans to good-paying jobs, fight climate change, or improve access to resources and quality of life; <b><u>OR</u></b> (4) enable all people within the multimodal transportation networks to reach their desired destination safely, affordably, and with a comparable level of efficiency and ease; <b><u>OR</u></b> (5) address, as applicable, the unique challenges rural and Tribal communities face related to mobility and economic development, including isolation, transportation cost burden, and traffic safety (consistent with DOT’s Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative) if geographically relevant to the project <b>OR</b> indicate that this is not relevant; <b><u>OR</u></b> (6) incorporate and support integrated land use, economic development and transportation planning to improve the movement of people and goods and local fiscal health, facilitates greater public and private investments and strategies in land-use productivity,</p>	<p>proportional impacts and remove transportation related disparities to all populations in a project area Applicants must use the CEJST in their assessment to demonstrate benefits towards disadvantaged communities; (2) include meaningful public engagement throughout a project’s life cycle; (3) increase affordable transportation options, improve safety, connect Americans to good-paying jobs, fight climate change, or improve access to resources and quality of life; (4) enable all people within the multimodal transportation networks to reach their desired destination safely, affordably, and with a comparable level of efficiency and ease; (5) address, as applicable, the unique challenges rural and Tribal communities face related to mobility and economic development, including isolation, transportation cost burden, and traffic safety (consistent with DOT’s Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative) if geographically relevant to the project <b>OR</b> indicate that this is not relevant; <b><u>OR</u></b> (6) incorporate and support integrated land use, economic development and transportation planning to improve the movement of people and goods and local fiscal health, facilitates</p>
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main street revitalization or increase in the production or preservation of location-efficient housing.	including rural main street revitalization or increase in the production or preservation of location-efficient housing.	greater public and private investments and strategies in land-use productivity, including rural main street revitalization or increase in the production or preservation of location-efficient housing.
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**d. Criterion #4 Workforce Development, Job Quality, and Wealth Creation**

Applicants must address how their project will create good-paying jobs with free and fair choice to join a union, including through the use of project labor agreements, promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); and adopt local and economic hiring preferences for the project workforce or include other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations.<sup>66</sup> Applicants should address how the project promotes local inclusive economic development and entrepreneurship, including prioritizing the use of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.<sup>67</sup>

<b>Highly Qualified</b>	<b>Qualified</b>	<b>Not Qualified</b>
The application demonstrates that the project will (must demonstrate all):  (1) create good-paying jobs with free and fair choice to join a union and expand strong labor standards including, but	The application demonstrates that the project will (must demonstrate at least one):  (1) create good-paying jobs with free and fair choice to join a union and expand strong labor standards	The application contains insufficient information to allow reviewers to assess whether the project will demonstrate any of the following items:

<sup>66</sup> <https://www.fhwa.dot.gov/construction/hiringpreferences/qanda060822/>

<sup>67</sup> Nothing in this criterion is intended to conflict with DOT’s DBE Program regulations at 49 CFR part 26. The use of DBE or firms that may be certified for participation in other applicable Federal, State, or local programs must be consistent with DOT DBE.

<p>not limited to the use of project labor agreements; <b><u>AND</u></b> (2) promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); <b><u>AND</u></b> (3) use hiring policies and provide a workplace culture to promote the entry and retention of underrepresented populations; <b><u>AND</u></b> (4) promote local inclusive economic development and entrepreneurship such as the use of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.</p>	<p>including, but not limited to the use of project labor agreements; <b><u>OR</u></b> (2) promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); <b><u>OR</u></b> (3) utilize hiring policies and provide a workplace culture to promote the entry and retention of underrepresented populations; <b><u>OR</u></b> (4) promote local inclusive economic development and entrepreneurship such as the use of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.</p>	<p>(1) create good-paying jobs with free and fair choice to join a union and expand strong labor standards including, but not limited to the use of project labor agreements; (2) promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); (3) use hiring policies and provide a workplace culture to promote the entry and retention of underrepresented populations; <b><u>OR</u></b> (4) promote local inclusive economic development and entrepreneurship such as the utilization of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.</p>
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**e. Criterion #5 CFI Program Vision**

Applicants must describe how their project will fulfill the CFI Program Vision by expanding the deployment of EV charging and alternative fuels through community-based infrastructure in the Community Program and Alternative Fueling Corridor Networks in the Corridor Program.

<b>Highly Qualified</b>	<b>Qualified</b>	<b>Not Qualified</b>
<p><b>For Community Programs,</b> A. The application demonstrates the project <b><u>WILL</u></b>:</p>	<p><b>For Community Programs,</b> A. The application demonstrates the project <b><u>MAY</u></b>: (1) equitably expand the</p>	<p><b>For Community Programs,</b> A. The application contains insufficient information to allow reviewers to assess</p>



<p>(1) equitably expand the deployment of public EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure in publicly accessible locations for use by the community, including but not limited to local businesses; retail centers; municipal and local community sites; intermodal transportation facilities, parking facilities, multimodal hubs, multiunit dwellings, workplaces, commercial districts, tourism destinations and cultural sites; public parks and recreational destinations, and other frequented site host locations in the local community; <b><u>AND</u></b> (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling pumps to be constructed at each project site.</p> <p>B. In addition, the application demonstrates that the project <b><u>will address one of the following focus areas</u></b> in Section D.2.i.: (1) neighborhood and multi-family charging; (2) multi-modal hubs and shared-use fleets and services; (3) multi-purpose workplace and destination charging; <b><u>OR</u></b> (4) community fleets and freight.</p> <p style="text-align: center;"><b><u>OR</u></b></p>	<p>deployment of public EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure in publicly accessible locations for use by the community, including but not limited to local businesses; retail centers; municipal and local community sites; intermodal transportation facilities, parking facilities, multimodal hubs, multiunit dwellings, workplaces, commercial districts, tourism destinations and cultural sites; public parks and recreational destinations, and other frequented site host locations in the local community; <b><u>OR</u></b> (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling pumps to be constructed at each project site.</p> <p>B. In addition, the application demonstrates that the project <b><u>may address one of the following focus areas</u></b> in Section D.2.i.: (1) neighborhood and multi-family charging; (2) multi-modal hubs and shared-use fleets and services; (3) multi-purpose workplace and destination charging; <b><u>OR</u></b> (4) community fleets and freight.</p> <p style="text-align: center;"><b><u>OR</u></b></p>	<p>whether the project <b><u>WILL</u></b> or <b><u>MAY</u></b> demonstrate any of the following items:</p> <p>(1) equitably expand the deployment of public EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure in publicly accessible locations for use by the community, including but not limited to local businesses; retail centers; municipal and local community sites; intermodal transportation facilities, parking facilities, multimodal hubs, multiunit dwellings, workplaces, commercial districts, tourism destinations and cultural sites; public parks and recreational destinations, and other frequented site host locations in the local community; <b><u>OR</u></b> (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling pumps to be constructed at each project site.</p> <p>B. In addition, the application <b><u>contains insufficient information to allow reviewers to assess whether the project WILL or MAY demonstrate any of the following focus areas</u></b> in Section D.2.i.: (1) neighborhood and multi-family charging; (2) multi-modal hubs and shared-use fleets and services; (3) multi-</p>
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<p><b>For Corridor Programs,</b> A. The application demonstrates the project <b><u>WILL</u></b>:</p> <p>(1) expand deployment of public DC fast charge EV charging port infrastructure, or hydrogen, propane or natural gas fueling infrastructure along FHWA-designated AFCs that would enable or accelerate the construction of charging or fueling infrastructure that would be unlikely to be completed without Federal assistance; <b><u>AND</u></b> (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling dispensers to be constructed at each project site.</p> <p>B. In addition, the application demonstrates that the project <b><u>WILL address one of the following focus areas</u></b> in Section D.2.i.: (1) demonstrate build-out of AFCs; <b><u>OR</u></b> (2) zero emission corridors for medium- and heavy-duty vehicles; <b><u>OR</u></b> (3) long dwell time locations along AFCs.</p>	<p><b>For Corridor Programs,</b> A. The application demonstrates the project <b><u>WILL</u></b>:</p> <p>(1) expand deployment of public DC fast charge EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure along FHWA-designated AFCs that would enable or accelerate the construction of charging or fueling infrastructure that would be unlikely to be completed without Federal assistance; <b><u>OR</u></b> (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling dispensers to be constructed at each project site.</p> <p>B. In addition, the application demonstrates that the project <b><u>MAY address one of the following focus areas</u></b> in Section D.2.i.: (1) demonstrate build-out of AFCs; <b><u>OR</u></b> (2) zero emission corridors for medium- and heavy-duty vehicles; <b><u>OR</u></b> (3) long dwell time locations along AFCs.</p>	<p>purpose workplace and destination charging; <b><u>OR</u></b> (4) community fleets and freight. <b><u>OR</u></b></p> <p><b>For Corridor Programs,</b> A. The application contains insufficient information to allow reviewers to assess whether the project <b><u>WILL</u></b> or <b><u>MAY</u></b> demonstrate any of the following items:</p> <p>(1) expand deployment of public DC fast charge EV charging infrastructure, or hydrogen, propane or natural gas fueling infrastructure along FHWA-designated AFCs that would enable or accelerate the construction of charging or fueling infrastructure that would be unlikely to be completed without Federal assistance; <b><u>OR</u></b> (2) identify and describe the characteristics of the project location(s) and state the expected number of EV charging ports or alternative fueling dispensers to be constructed at each project site.</p> <p>B. In addition, the application <b><u>contains insufficient information to allow reviewers to assess whether the project WILL or MAY demonstrate any of the following focus areas</u></b> in Section D.2.i.: (1) demonstrate build-out of AFCs; <b><u>OR</u></b> (2) zero emission corridors for medium- and heavy-duty vehicles; <b><u>OR</u></b> (3)</p>
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		long dwell time locations along AFCs.
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**v. Statutory Selection Priorities – Community Program Only**

The Statutory Selection Priorities only apply to projects for the CFI Community Program:

- (1) Priority goes to projects that expand access to EV vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure within rural areas (23 U.S.C. § 151(f)(8)(F)(i));
- (2) Priority goes to projects that expand access to EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure within low- and moderate-income neighborhoods (23 U.S.C. § 151(f)(8)(F)(ii)); and
- (3) Priority goes to projects that expand access to EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure within communities with a low ratio of private parking spaces to households or a high ratio of multiunit dwellings to single family homes, as determined by the Secretary (23 U.S.C. § 151(f)(8)(F)(iii)).

**vi. Additional Considerations**

Community Program Considerations

For the Community Program, DOT will then consider the extent to which the project complements and does not duplicate existing Federal investments such as those in the NEVI Formula Program, contribute to geographic diversity among eligible entities, including achieving a balance between urban and rural communities<sup>68</sup> and the extent to which the project meets

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<sup>68</sup> 23 U.S.C. § 151(f)(8)(G)(i)

current or anticipated market demands for charging or fueling infrastructure, including faster charging speeds with high-powered capabilities necessary to minimize the time to charge or refuel current and anticipated vehicles.<sup>69</sup> DOT will also consider, based on the application, whether the project is reasonably expected to begin in a timely manner, obligate awards before the deadline, and how quickly they are planned to be completed and made available for use by the traveling public.

### Corridor Program Considerations

After completing the merit review, for the Corridor Program, DOT will consider the extent to which the projects complement and do not duplicate existing Federal investments such as those in the NEVI Formula Program and improve alternative fueling corridor networks by converting corridor-pending corridors to corridor-ready corridors or in the case of corridor-ready corridors, providing redundancy (aa) to meet excess demand for charging or fueling infrastructure; or (bb) to reduce congestion at existing charging or fueling infrastructure in high-traffic locations<sup>70</sup> through identification of existing<sup>71</sup> and planned<sup>72</sup> locations. The DOT will consider the extent to which a project would meet current or anticipated market demands for corridor charging or alternative fueling infrastructure,<sup>73</sup> would support a long-term competitive market for charging or alternative fueling and does not significantly impair existing charging and infrastructure providers<sup>74</sup> through an analysis of the estimated charging or alternative fueling demand at the proposed infrastructure locations coordinated to avoid infrastructure overlap. The DOT will consider the extent to which the project would enable or accelerate the construction of

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<sup>69</sup> 23 U.S.C. § 151(f)(8)(G)(ii)

<sup>70</sup> 23 U.S.C. § 151(f)(5)(A)(i)(I) and (II) (aa) and (bb)

<sup>71</sup> <https://afdc.energy.gov/station>

<sup>72</sup> [https://www.fhwa.dot.gov/environment/nevi/ev\\_deployment\\_plans/](https://www.fhwa.dot.gov/environment/nevi/ev_deployment_plans/)

<sup>73</sup> 23 U.S.C. § 151(f)(5)(A)(ii)

<sup>74</sup> 23 U.S.C. § 151(f)(5)(A)(iv)

charging or fueling infrastructure that would be unlikely to be completed without Federal assistance<sup>75</sup> as a result of meaningful public engagement with communities that have lacked private investment in vehicle charging or alternative fuel infrastructure. The DOT will consider the extent to which the project would deploy EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure for medium- and heavy-duty vehicles (including along the [National Highway Freight Network](#) established under section 167(c) and in proximity to intermodal transfer stations<sup>76</sup> by identifying if the proposed infrastructure would be located at, near, or enroute to an intermodal coastal or inland port facility, and if yes, describe whether and how the proposed charging or alternative fuel infrastructure will be designed and scaled to accommodate medium- and heavy-duty alternative fuel vehicles. The DOT will consider the extent to which projects support the National Zero-Emission Freight Corridor Strategy<sup>77</sup> and the FHWA Freight Electric Vehicle Corridor designations<sup>78</sup>. The DOT will consider the extent to which the project would ensure, to the maximum extent practicable, geographic diversity among grant recipients to ensure that EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure is available throughout the United States.<sup>79</sup> The DOT will also consider the extent to which the private entity that the eligible entity contracts for an eligible project (i) submits to the Secretary the most recent year of audited financial statements and (ii) has experience in installing and operating EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas fueling infrastructure<sup>80</sup> as evidenced

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<sup>75</sup> 23 U.S.C. § 151(f)(5)(A)(iii)

<sup>76</sup> 23 U.S.C. § 151(f)(5)(A)(vi)

<sup>77</sup> [driveelectric.gov/files/zef-corridor-strategy.pdf](https://driveelectric.gov/files/zef-corridor-strategy.pdf)

<sup>78</sup> [https://www.fhwa.dot.gov/environment/alternative\\_fuel\\_corridors/freight\\_ev\\_corridors/](https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/freight_ev_corridors/)

<sup>79</sup> 23 U.S.C. § 151(f)(5)(B)

<sup>80</sup> 23 U.S.C. § 151(f)(5)(C)(i) and (ii)

by discussion in the narrative and provided resumes (not to exceed 2 pages per resume) for key participating team members. The DOT will also consider the extent to which, to the maximum extent practicable, the eligible entity and the private entity that the eligible entity contracts for an eligible project enter into an agreement (i) to operate and maintain publicly available EV charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, or natural gas infrastructure and (ii) that provides a remedy and an opportunity to cure if the requirements described in clause (i) are not met.<sup>81</sup> DOT will also consider, based on the application, whether the project is reasonably expected to begin in a timely manner, obligate awards before the deadline, and how quickly they are planned to be completed and made available for use by the traveling public.

***vii. DOT Priority Considerations***

The following are DOT Priority Considerations for the CFI Program, which apply to BOTH the Community and Corridor Programs. After completing the project merit review, DOT will prioritize Highly Recommended projects and Recommended projects that are responsive to the applicable Statutory Selection Priorities (Community Program only) and Additional Considerations, and that demonstrate exceptional benefits under Merit Criterion #3 Equity, Community Engagement, and Justice40, Merit Criterion #4 Workforce Development, Job Quality, and Wealth Creation, and/or Merit Criterion #5 CFI Program Vision.

***2. Review and Selection Process***

The FHWA will evaluate applicants for the CFI Program Grants in accordance with the evaluation process described below. The FHWA CFI Program Manager will conduct an application intake and eligibility review by providing an initial eligibility screening based on the

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<sup>81</sup> 23 U.S.C. § 151(f)(5)(D)(i) and (ii)

respective statutory eligibility criteria under Section C of the NOFO. Only eligible projects will be evaluated against the selection criteria described above.

***i.* Review Process**

The FHWA will establish a Technical Review Team to review each eligible application for Community and Corridor funding categories. The Technical Review Team may be composed of individuals from FHWA Office of Planning, Environment and Real Estate, other FHWA Offices, Office of the Secretary, other DOT Administrations, the Joint Office of Energy and Transportation, and the U.S. Department of Energy. They will review each application against the Project Merit Criteria to assign an overall rating of “Highly Recommended,” “Recommended,” or “Not Recommended,” as defined under Section E.1.iv. to each application.

After assignment of the overall rating, the Technical Review Team will prioritize the Highly Recommended and Recommended applications for responsiveness to the Statutory Selection Priorities (Community Program only), Additional Considerations, and DOT Priority Considerations as described under Section E.1.v-vii.

***ii.* Selection Process**

The Technical Review Team will send to the FHWA Senior Review Team (SRT) the overall project rating for each grant application and the evaluation of responsiveness to the Statutory Selection Priorities (Community Program only), Additional Considerations, and DOT Priority Considerations for Highly Recommended and Recommend projects.

The FHWA SRT will determine which projects to advance to the FHWA Administrator as recommended for funding. The FHWA Administrator will determine which projects to advance to the Secretary, through the Under Secretary for Transportation Policy, as

recommended for funding. The FHWA SRT will be the same for CFI and NEVI-10 Programs described in this NOFO.

The FHWA SRT will determine which Highly Recommended projects to advance to the FHWA Administrator. The FHWA SRT may also recommend for selection Recommended projects that are responsive to the Statutory Selection Priorities (Community Program only), Additional Considerations, and one or more of the DOT Priority Considerations. When recommending a Recommended project over a Highly Recommended project, the FHWA SRT will select Recommended projects by considering how well the project addressed the Statutory Selection Priorities (Community only), Additional Considerations and Project Merit Criteria. The FHWA SRT will also consider the number of merit criteria rated Highly Qualified and endeavor to ensure a geographically diverse award of projects when recommending a Recommended project over a Highly Recommended project. The FHWA Administrator will determine which Highly Recommended projects, and any Recommended projects, to advance to the Secretary after considering the FHWA SRT recommendations including the responsiveness to the DOT Priority Considerations. The FHWA Administrator may advise the Secretary on options for reduced awards under either the Community or the Corridor Program.

The Secretary makes final project selections and will select among the projects advanced by the FHWA Administrator. The Secretary's selections identify the applications that best address the CFI Program Vision for Community and Corridor Grants, Project Merit Criteria, Statutory Selection Priorities (for Community Program), Additional Considerations, and DOT Priority Considerations.

### ***3. Additional Information***

The FHWA may, during the selection process, enter into discussions with an applicant that may include mutually agreeing upon a lesser amount of a potential award than originally



requested in the application if necessary due to the quantity, size, and scope of the applications received in response to this NOFO and the results of the application review process. Discussions may include scalable project options as described under Section B.2. of this NOFO.

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR 200.206. The DOT must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM. An applicant may review information in SAM.gov and comment on any information about itself that a Federal awarding Agency previously entered. The FHWA will consider comments by the applicant, in addition to the other information in SAM.gov, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

## **F. Federal Award Administration Information**

### ***1. Award Notices***

Following the evaluation outlined in Section E., the Secretary will announce awarded projects by posting a list of selected projects at [CFI - Environment - FHWA \(dot.gov\)](#).

Notice of selection is not authorization to begin performance or to incur costs for the proposed project. Following that announcement, FHWA will contact the point of contact listed in the SF 424 to initiate negotiation of the project agreement for authorization. Recipients of CFI Program Grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds. Instead, FHWA will reimburse CFI Program Grant funds to recipients only after a project agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Unless authorized by FHWA in writing after FHWA's announcement of FY 2022 and FY 2023 CFI Program awards, any costs that a

recipient incurs before FHWA executes a project agreement for that recipient's project are ineligible for reimbursement and are ineligible match for cost share requirements.

## ***2. Administrative and National Policy Requirements***

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR Part 200, as adopted by DOT at 2 CFR Part 1201. Applicable Federal laws, rules, and regulations set forth in title 23, U.S.C., and title 23 of the CFR, shall apply to awards provided under this program. Awards are subject to all applicable Federal laws, rules, and regulations, including the Uniform Relocation and Real Property Acquisition Act (42 U.S.C. §§ 4601 et seq.; 49 CFR part 24) and National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321 et seq.; 40 CFR parts 1500 – 1508; 23 CFR part 771). Applicants should consider the appropriate level of review under NEPA. Eligible CFI projects are generally the type of actions that would not be expected to result in significant environmental impacts. Several NEPA Categorical Exclusions (CE) may be applicable including those found at 23 CFR 771.117(c) and (d), depending on the scope of the action and the CEs conditions. One example of a CE that may apply to projects under this grant is the CE 23 CFR 771.117 (c)(23), however other CEs or other NEPA requirements may apply. In addition, DOT has adopted the Department of Energy's (DOE's) Electric Vehicle Charging Stations CE and it also may apply to projects under this NOFO.<sup>82</sup> Before a CE determination can be applied, the action must be analyzed to determine whether there are project impacts to natural, community, or historical resources (i.e., unusual circumstances that would require further analysis to determine whether the CE classification is appropriate (see 23 CFR 771.117(a-b)).

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<sup>82</sup> <https://www.federalregister.gov/documents/2023/09/20/2023-20238/notice-of-adoption-of-electric-vehicle-charging-stations-categorical-exclusion-under-the-national>

In connection with any program or activity conducted with or benefiting from funds awarded under this NOFO, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of DOT; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget (OMB). In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If FHWA determines that a recipient has failed to comply with applicable Federal requirements, FHWA may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

EO 14005 directs the Executive Branch Departments and Agencies to maximize the use of goods, products, and materials produced in, and services offered in, the United States through the terms and conditions of Federal financial assistance awards. If selected for an award, grant recipients must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. Any grant projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carriers Safety Regulations (FMCSR), or vehicles that are exempt from FMVSS or FMCSR in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

Critical Infrastructure Security, Cybersecurity, and Resilience: It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against both

physical and cyber threats, consistent with the National Security Memorandum on Critical Infrastructure Security and Resilience (NSM-22) and the National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (NSM-5). Each applicant selected for Federal funding under this NOFO must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the U.S. Department of Homeland Security, will be required to do so before receiving funds for construction. Information on cybersecurity performance goals can be found at <https://www.cisa.gov/cpg>. These performance goals provide a baseline set of cybersecurity practices broadly applicable across critical infrastructure with known risk-reduction value, a benchmark for critical infrastructure operators to measure and improve their cybersecurity maturity, and a combination of recommended practices for IT and OT owners, including a prioritized set of security practices. Additionally, funding recipients must be in compliance with 2 CFR § 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

Domestic Preference Requirements: As expressed in EO 14005, ‘Ensuring the Future Is Made in All of America by All of America’s Workers’ (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this NOFO are subject to the domestic preference requirement at Build America, Buy America Act (Pub. L. No 117-58, div. G §§ 70901–70927). The Department expects all applicants to comply with that requirement.

However, to obtain a waiver, a recipient must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project.

Civil Rights and Title VI: As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR part 21), the ADA, and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. The DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Federal Contract Compliance: As a condition of grant award and consistent with EO 11246, EEO (30 FR 12319, and as amended), all federally-assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women, in addition to goals that vary based on geography for construction work hours and for work being performed by people of color. Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing EO 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to

help promote compliance with non-discrimination and affirmative action obligations. The OFCCP will identify projects that receive an award under this NOFO and are required to participate in OFCCP's Mega Construction Project Program from a wide range of federally-assisted projects over which OFCCP has jurisdiction and that have a project cost above \$35 million. Additional information on how OFCCP makes their selections for participation in the Mega Construction Project Program is outlined under "Scheduling" on the DOL Website: [Construction Compliance Frequently Asked Questions | U.S. Department of Labor \(dol.gov\)](#).

The applicability of Federal requirements to a project may be affected by the scope of the NEPA reviews for that project. For example, under 23 U.S.C. § 313(g), Buy America requirements apply to all contracts that are eligible for assistance under title 23, United States Code, and are carried out within the scope of the NEPA finding, determination, or decision regardless of the funding source of such contracts if at least one contract is funded with Title 23 funds. As another example, ADA regulations and Section 504 of the Rehabilitation Act of 1973 regulations apply to all projects funded under this NOFO.

Performance and Program Evaluation: As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by DOT or another Agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The DOT may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor or DOT staff; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate

the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and subrecipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an Agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges Federal awarding Agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” 5 U.S.C. § 311. Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

For grant recipients receiving an award, evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such costs may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR Part 200).

Project Signage and Public Acknowledgements: Recipients are encouraged for construction and non-construction projects to post project signage and to include public acknowledgments in published and other collateral materials (e.g., press releases, marketing materials, website, etc.) satisfactory in form and substance to DOT, that identifies the nature of the project and indicates that “the project is funded by the Bipartisan Infrastructure Law.” In

addition, recipients employing project signage are required to use the official Investing in America emblem in accordance with the Official Investing in America Emblem Style Guide. Costs associated with signage and public acknowledgments must be reasonable and limited. Signs or public acknowledgments should not be produced, displayed, or published if doing so results in unreasonable cost, expense, or recipient burden. The Recipient is encouraged to use recycled or recovered materials when procuring signs.

Climate Change and Environmental Justice Impact Consideration: Each applicant selected for CFI Program funding must demonstrate effort to consider climate change and environmental justice impacts as described in Section E.1.b. Projects that have not sufficiently considered climate change and environmental justice in their planning, as determined by the DOT, will be required to do so before receiving funds for construction, consistent with EO 14008, *Tackling the Climate Crisis at Home and Abroad* (86 FR 7619).<sup>83</sup>

Equity and Barriers to Opportunity: Each applicant selected for CFI Program Grant funding must demonstrate effort to improve equity and reduce barriers to opportunity. Projects that have not sufficiently considered equity and barriers to opportunity in their planning, as determined by DOT, will be required to do so before receiving funds for construction, consistent with EO 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* (86 FR 7009).<sup>84</sup>

Davis-Bacon Act: Recipients of an award under this program are also required to comply fully with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148; 23 U.S.C. § 109(s)(2); 23 U.S.C. § 113(a)), which requires all laborers and mechanics employed by contractors or

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<sup>83</sup> An illustrative example of how these requirements are applied to recipients can be found here: <https://cms.buildamerica.dot.gov/buildamerica/financing/infra-grants/infra-fy21-fhwa-general-terms-and-conditions>

<sup>84</sup> An illustrative example of how these requirements are applied to recipients can be found here: <https://cms.buildamerica.dot.gov/buildamerica/financing/infra-grants/infra-fy21-fhwa-general-terms-and-conditions>



subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by an award made available under this program, be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor.

DBE Program: Recipients of an award under this program are also required to comply fully with the DBE Program, which is a legislatively mandated DOT program that applies to Federal-aid highway dollars expended on federally-assisted contracts issued by DOT recipients in order to ensure nondiscrimination in the award and administration of DOT-assisted contracts, help remove barriers to the participation of DBEs in DOT-assisted contracts, and assist in the development of firms that can compete successfully in the marketplace outside of the DBE Program. The DBE Program was most recently reauthorized by the Moving Ahead for Progress in the 21st Century Act (P.L. 112-141). Note that the DBE program requirements do not apply to projects funded with NEVI 10 funds.

Compliance with 23 CFR Part 680: Recipients of an award under this program are also required to comply fully with applicable sections of the National Electric Vehicle Infrastructure Standards and Requirements (23 CFR Part 680), which has certain requirements for EV charging infrastructure, including installation, operation, and maintenance requirements, interoperability and connectivity standards, minimum uptime requirements, data submission requirements, as well as certain data fields that must be made available, free of charge, to third-party software developers, via application programming interface.<sup>85</sup> This regulation also has certain requirements for the workforce installing, maintaining, and operating EV chargers to have appropriate licenses, certifications, and training to ensure that the installation and maintenance of

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<sup>85</sup> [EV Charging Minimum Standards Rule as Submitted to Federal Register for Publication \(Unofficial\) \(dot.gov\)](#)

EV chargers is performed safely by a qualified and increasingly diverse workforce of licensed technicians and other laborers.<sup>86</sup> Installation, maintenance and operations of infrastructure for other fuel types is encouraged to follow a similar approach and utilize a skilled workforce with appropriate licenses, certifications, and training.

### **3. Reporting**

#### **i. Progress Reporting on Grant Activities**

Each applicant selected for CFI Program Grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the CFI Program grant process. Each applicant selected for CFI Program Grant funding will also be subject to applicable reporting and data submission requirements in 23 CFR 680.112(a)-(c) and 23 CFR 680.116(c).

#### **ii. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding Agencies exceeds \$10 million for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Pub. L. No. 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Pub. L. No. 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

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<sup>86</sup> 23 CFR 680.106(j)

### **iii. Other**

FHWA reserves the right to request additional information, if deemed needed, to better understand the status of the project. The successful applicant will provide additional financial reporting beyond the semi-annual reporting, if such statements are necessary to address FHWA's Stewardship and Oversight responsibility of the funds. The successful applicant also agrees to allow periodic project inspections and FHWA will provide NOFO for such inspections.

### **G. Federal Awarding Agency Contacts**

For questions concerning this NOFO and the CFI Program, please Email [CFIGrants@dot.gov](mailto:CFIGrants@dot.gov).

A TDD is available for individuals who are deaf or hard of hearing at (202) 366-3993.

Office hours are from 7:30 a.m. to 4:00 p.m., Eastern Time, Monday through Friday, except Federal holidays.

### **H. Other Information**

#### ***1. Protection of Confidential Business Information***

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) state on the cover of that document that it "Contains Confidential Business Information (CBI)"; (2) mark each page that contains confidential information with "CBI"; (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how

disclosure of the confidential information would cause substantial competitive harm. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If FHWA receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, FHWA will follow the procedures described in its FOIA regulations at 49 CFR 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

### ***2. Publication/Sharing of Application Information***

Following the completion of the selection process and announcement of awards, FHWA may publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. Except for the information properly marked as described in Section H., FHWA may make application narratives publicly available or share application information within DOT or with other Federal Agencies if FHWA determines that sharing is relevant to the respective program's objectives.

### ***3. DOT Feedback on Applications***

Feedback by FHWA is available as a courtesy to applicants not selected for award to receive information about the evaluation of their application.

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Water Utilities

**TITLE:**

Change Order #2 to Agreement with Close Construction Services, LLC for South Palm Park Sea Level Rise Mitigation Stormwater Pump Station Project

**SUMMARY:**

The change order extends the contract time by 30 calendar days and increases the contract price by an additional \$18,345.24.

**BACKGROUND AND JUSTIFICATION:**

A Work Change Directive was issued to Close Construction Services, LLC for additional asphalt work on the South Palm Park Sea Level Rise Mitigation Stormwater Pump Station Project. The additional asphalt work includes milling and resurfacing the westbound lane of the road from the crown to the new gutter to create an evenly sloped road surface. The change order adds \$18,345.24 to the contract price and an addition of 30 calendar days is proposed to extend the Contract Time for the Work Change Directive.

**MOTION:**

Move to approve/disapprove Change Order #2 with Close Construction Services, LLC for the South Palm Park Sea Level Rise Mitigation Stormwater Pump Station Project.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Change Order #2  
Work Change Directive

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Inflows/Revenues</b>					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	\$18,345.24	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b>					
<i>(If not budgeted)</i>	0	0	0	0	0
<b>No. of Addn'l Full-Time</b>					
Employee Positions	0	0	0	0	0

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	<b>Expenditure</b>
<b>Department</b>	Water Utilities
<b>Division</b>	Stormwater
<b>GL Description</b>	Improve Other than Build / Infrastructure
<b>GL Account Number</b>	428-5090-538-63-15
<b>Project Number</b>	ST2402
<b>Requested Funds</b>	\$18,345.24
<b>Remaining Balance</b>	\$62,941.26
<b>Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)</b>	2020 Non Advalorem Bond



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

### CHANGE ORDER

**Project Number:** 23-118 **Contractor:** Close Construction Services, LLC.

**Project Name:** South Palm Park Sea Level Rise Mitigation

**Change Order Number:** 02

**Change Order Effective Date:** 8/22/2024 **Contractor Phone:** 863-467-0831

**Change Order Type:** Contract Total & Time **Existing Purchase Order Number:** 193604

#### Description of Change:

1. An additional \$18,345.24 for the additional asphalt work is included in Work Change Directive No. 4 that was requested by the City with an additional 30 days to perform the work.

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Price of Original Contract: \$1,097,282.00

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Current Price of Contract (including Change Orders): \$1,097,282.00

Price of Current Change Order: \$18,345.24

New Contract Price: \$1,115,627.24

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

Contract Time Change

No Change  Extended  Decreased by 30 calendar 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: Close Construction, LLC.  
(Contractor Name)

Sheryl Wells  
Contractor Representative (Signature)

Treasurer  
Title

8/23/24  
Date

Approved by:

V Hayduk  
Water Department Director

9/6/24  
(Date)

IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. 2 to the South Palm Park Sea Level Rise Mitigation on \_\_\_\_\_, 2024.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

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

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director





## WORK CHANGE DIRECTIVE

This form shall be utilized to document an increase in the cost of work IF the total increase is covered by a contingency amount previously authorized by the City's contracting authority (i.e., the City Manager or the City Commission). Increases or decreases in the contract time and/or the total contract price (not covered by an approved contingency) require a formal change order.

Project Number: 23-118 Contractor: Close Construction Services, LLC.

Project Name: South Palm Park Sea Level Rise Mitigation

Date of Issuance: 7/31/24

Work Change Directive Effective Date: 7/31/24

Purchase Order Number: 193604

Contractor is directed to proceed promptly with the following change(s) (description):

*Backfill and compact the void behind the new concrete valley gutter with FDOT base.*

*Mill and overlay the north traffic lane along the new valley gutter, from the crown of road to the edge of concrete gutter to match the edge of the new concrete gutter, including all necessary base work, prime coats, tack coat, and 1.5" of asphalt.*

Purpose of Work Change Directive:

*Adjusting the crown/slope of the north half of the road to accommodate the elevations of the new valley gutter on the north side of the road.*

Attachments (list documents supporting change):

*Proposal from Close Construction LLC dated July 31, 2024.*

If the above change will increase the cost of work covered by previously approved contract contingency, please identify the method of determining the increase in the cost of work:

- Unit Prices
- Lump Sum
- Cost of Work** Not to exceed \$34,294.59
- Contingency \$ \_\_\_\_\_

Estimated increase in cost of work: \$18,345.24

Estimated decrease of Contract Contingency: \$15,949.35

This Work Change Directive may be executed in counterparts and is not effective until approved by the City's authorized representative.

The CONTRACTOR and the CITY agree that this WORK CHANGE DIRECTIVE represents the complete agreement of the parties with respect to these matters as of the date of this WORK CHANGE DIRECTIVE. By approving this WORK CHANGE DIRECTIVE, the CONTRACTOR releases any and all claims that it may have against the CITY under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this WORK CHANGE DIRECTIVE.

Reviewed and Accepted by: Close Construction, LLC Services, LLC  
(Contractor Name)

*Sheryl L Wells*  
Contractor Representative (Signature)

Treasurer  
Title

7/31/2024  
Date

Recommended by:  
*[Signature]*  
Engineer/Project Manager

8/2/24  
Date

Authorized by:  
*V Hayduk*  
City's Authorized Representative  
Department Director

8/5/24  
Date

# CLOSE

**Construction Services, LLC**  
State License #CGC1526474

General Construction  
Construction Management

July 31, 2024

Vaughn Hayduk, Utility Director  
City of Lake Worth Beach  
301 College Street  
Lake Worth Beach, FL 33460

Stephen Fowler, PE  
Holtz Consulting Engineers, Inc.  
270 South Central Blvd., Suite 207  
Jupiter, FL 33458

Re: Proposed Change Order - South Palm Park Project

Dear Vaughn and Steve:

We are pleased to offer a proposal to perform additional work as requested by the City of Lake Worth Beach.

Furnish materials, equipment and labor to make Asphalt Repairs:

- Per Fischman Asphalt's Proposal attached	\$28,952.80
CCS Overhead @ 15%	\$ 4,342.92
Bonding @ 3%	<u>\$ 998.87</u>
<b>Total Additional:</b>	<b>\$34,294.59</b>

**Note: Testing is not included.**

Should you have any questions, please feel free to contact our office. Thank you.

Sincerely,

*Chris Close*  
Thomas C. Close  
President

Enclosures

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Water Utilities

**TITLE:**

Agreement with Lewis, Longman & Walker, P.A. for Legal Services Related to Water Supply Negotiations with the Town of Palm Beach

**SUMMARY:**

This Agreement for legal services provides for representation of the City in negotiations with the Town of Palm Beach to potentially supply the Town with potable water.

**BACKGROUND AND JUSTIFICATION:**

The Town of Palm Beach has expressed interest in receiving potable water supply from the City of Lake Worth Beach upon expiration of their current agreement with the City of West Palm Beach. This Agreement for legal services will provide for representation during negotiations with the Town related but not limited to creating a Wholesale Agreement, addressing water supply quantity and quality issues, and successfully permitting the associated projects that would be required.

The City of Lake Worth Beach and the Town of Palm Beach have discussed the possibility of the City providing potable water to the Town. To assist the City in negotiations with the Town, the City requested proposals from qualified law firms to represent the City in said negotiations.

On September 5, 2024, an interview committee comprised of Jamie Brown, Interim City Manager; Vaughn Hayduk, Interim Water Utility Director; Brian Shields, Former Water Utility Director; and Glen J. Torcivia, City Attorney met and interviewed the following firms:

1. Lewis, Longman & Walker, P.A., represented by Michelle Diffenderfer, Robert Diffenderfer, and Fred Aschauer
2. Akerman, LLP, represented by Philip Sprinkle, Silvia Alderman, and Tim Bramwell
3. Nason Yeager Gerson Harris & Fumero, P.A., represented by John Fumero

The Committee conducted interviews with each of the above three (3) firms, each of which provided a presentation and answered questions from members of the committee.

After the interviews were concluded, the Committee agreed to recommend that the City Commission retain the firm of Lewis, Longman & Walker, P.A. to represent the City in negotiations with the Town of Palm Beach for the supply of potable water to the Town.

**MOTION:**

Move to approve/disapprove Agreement with Lewis, Longman & Walker, P.A. for Legal Services related to water supply negotiations with the Town of Palm Beach

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Proposal Agreement with Lewis Longman & Walker  
Lewis Longman & Walker 8-27-24 Proposal to the City

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Inflows/Revenues</b>					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	\$100,000	0	0	0	0
Operating		0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b>					
<i>(If not budgeted)</i>	0	0	0	0	0
<b>No. of Addn'l Full-Time</b>					
<b>Employee Positions</b>	0	0	0	0	0

<b>Contract Award – Existing Appropriation (Budgeted)</b>	
	<b>Expenditure</b>
<b>Department</b>	<b>General Fund</b>
<b>Division</b>	<b>City Attorney</b>
<b>GL Description</b>	<b>Professional Services / Legal</b>
<b>GL Account Number</b>	<b>402-7010-533-31-90</b>
<b>Project Number</b>	<b>N/A</b>
<b>Requested Funds</b>	<b>\$100,000</b>
<b>Remaining Balance</b>	<b>\$43,338</b>



**CITY OF LAKE WORTH BEACH STANDARD  
AGREEMENT FOR LEGAL SERVICES**

This Standard Agreement (“Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **City of Lake Worth Beach**, a Florida Municipal Corporation, whose mailing address is 7 North Dixie Highway, Lake Worth, Florida 33460 (“City”) and **Lewis, Longman & Walker, P.A.** 360 S Rosemary Ave Ste 1100 West Palm Beach, FL 33401-6055 (“Firm”).

In consideration of the mutual promises contained in this Agreement, the City and Firm agree as follows:

**SECTION 1 – SCOPE OF SERVICES AND TERM**

1.1 The City engages the Firm to provide legal services as it relates to negotiations with the Town of Palm Beach for the provision of potable water to the Town of Palm Beach and for other matters as requested by the City. It is anticipated that the primary attorneys of the firm who will be providing services will be Michelle Diffenderfer, Robert Diffenderfer and Frederick Aschauer. This is a non-exclusive Agreement, and the City reserves the right to contract with individuals or firms to provide the same or similar services. Either the City or the Firm may terminate this Agreement at any time upon written notice to the other. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

**SECTION 2 – REMEDIES**

2.1 This Agreement 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, 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.

**SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS**

3.1 WAIVER OF JURY TRIAL. 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.

3.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney’s fees.

**SECTION 4 - AUTHORITY TO PRACTICE**

4.1 The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the City upon request.

**SECTION 5 – SEVERABILITY**

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **SECTION 6 - PUBLIC ENTITY CRIMES, DISCRIMINATION AND SCRUTINIZED COMPANIES**

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Firm certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

6.2 As provided in Sections 287.134, Florida Statutes, as amended from time to time, by entering into the Agreement, Firm certifies that it and its affiliates have not been placed on the discriminatory vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

6.3 Firm certifies that it 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 Agreement at its sole option if the Firm or any of its subcontractors are found to have submitted a false certification; or if the Firm 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 Agreement.

6.4 If this Agreement is for one million dollars or more, the Firm 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 Agreement at its sole option if the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm 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 Agreement.

## **SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT**

7.1 The City and Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

## **SECTION 8 – WAIVER**

8.1 Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

## **SECTION 9 – COMPLIANCE**

9.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party, and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

## **SECTION 10 – EFFECTIVENESS AND PALM BEACH COUNTY IG**

10.1 This Agreement shall not become effective until approved by the City Commission. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

10.2 In accordance with Palm Beach County ordinance number 2011-009, this Agreement and the Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Firm should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

## **SECTION 11 – INDEPENDENT CONTRACTOR**

11.1 No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim against the City for compensation of any kind under this Agreement. The relationship between the City and Firm is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

## **SECTION 12 – COMPENSATION AND INVOICING**

12.1 The City shall compensate the Firm on an hourly basis as set forth in Attachment 1 for legal services provided on or after September 25, 2024.

12.2 The Firm shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the City's receipt of the Firm's invoice.

12.3 All invoices must be submitted to the Finance Department, 7 North Dixie Highway, Lake Worth Beach, FL 33460, on a monthly basis for review and approval prior to payment with a copy to the City Attorney, Glen J. Torcivia, 701 Northpoint Pkwy, Ste 209, West Palm Beach, FL 33407. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The City does not accept grouping of activities or "block billing." Each task must be billed separately, and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Firm, is not permitted by the City.

12.4 The City will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long-distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

- (a) In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought).
- (b) The City will not pay for local facsimile transmissions.
- (c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.



- (d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (e) The City does not pay for local travel (Palm Beach County), including, but not limited to, attorney’s time for such local travel and/or reimbursement for meals.
- (f) For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Lake Worth Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- (g) The City will not be responsible for the cost of any computerized legal research service that the Firm receives on a fixed or “flat fee” basis. For payment of computerized research on a “per minute” basis, the City requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the City will not pay for research that is routine in nature. The City will pay only for updating and Shepardizing existing research and/or fact specific research.

**SECTION 13 - INSURANCE**

13.1 The Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Firm.

<u><b>Type of Coverage</b></u>	<u><b>Amount of Coverage</b></u>
<b>Professional liability/ Errors and Omissions</b>	\$1,000,000 per occurrence
<b>Commercial General Liability Insurance</b>	\$1,000,000 per occurrence \$2,000,000 aggregate
<b>Automobile Liability (optional /per case basis)</b>	\$1,000,000 combined Single Limit
<b>Workers’ Compensation</b>	Must be in accordance with State and Federal Laws (no minimum amount)
<b>Cyber Liability</b>	\$1,000,000 per occurrence or claim \$2,000,000 aggregate

Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance upon request by the City. The City shall be identified as an “Additional Insured” on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Agreement.

#### **SECTION 14 – PUBLIC RECORDS**

14.1 The Firm 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 Agreement and following completion of this Agreement if the Firm does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Firm or keep and maintain public records required by the City to perform the service. If the Firm transfers all public records to the City upon completion of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, the Firm 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 FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, or 7 North Dixie Highway, Lake Worth, FL 33460.**

#### **SECTION 15 – E-VERIFY**

15.1 Pursuant to Section 448.095(5), Florida Statutes, the Firm shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- (b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(f), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement 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(1), Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement;

(f) Be aware that a violation of Section 448.095(5) by a subcontractor, and not the Firm, shall be grounds for the City to order the Firm immediately terminate the contract with the subcontractor; and

(g) Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Firm may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Standard Agreement for Legal Services to be executed as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH**

ATTESTS:

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

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

**LEWIS, LONGMAN & WALKER, P.A.,**

By: \_\_\_\_\_

[Corporate Seal]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# ATTACHMENT 1

<i>Shareholders</i>	<i>Rates</i>
Aschauer, Frederick L.	\$405.00
Behn, Seth C.	405.00
Baumann, Andrew J.	405.00
Capko, William G.	405.00
Diffenderfer, Michelle	405.00
Diffenderfer, Robert P.	405.00
Dodge, Kenneth W.	405.00
Duhy, Tara W.	405.00
Durden, Brenna M.	405.00
Hennesy, Kevin S.	405.00
Jennison, Julia L.	405.00
Killinger, Lori E.	405.00
Lyon, M. Christopher	405.00
Petrick, Amy T.	405.00
Rossmell, Kathryn B.	405.00
Rustin, Janice D.	405.00
Thomas, Glenn E.	405.00
Williams, Robert A.	405.00

<i>Of Counsel</i>	<i>Rates</i>
Lewis, R. Steven	\$405.00
Linn, James W.	405.00
Longman, Anne	405.00
Walker, Stephen A.	405.00

<i>Senior Attorneys</i>	<i>Rates</i>
Brooks, Lauren D.	\$325.00
Green, Richard P.	340.00
Modiano, Aaron R.	335.00
Morgan, Telsula C.	385.00

<i>Attorneys</i>	<i>Rates</i>
Bixler, Nicholas R.	\$305.00
Cavaliere, John J.	320.00
Charles, Allan J.	310.00
Hupp, Katherine L.	280.00
Johns, Christopher D.	315.00
Perrigan, Christopher A.	280.00
Poot, Nicole J.	315.00
Romano, Jeremiah M.	290.00
Spardy, Sarah L.	275.00

<i>Paralegals</i>	<i>Rates</i>
Bissette, Jennifer S.	\$240.00
Lozada, Marilyn A.	240.00
Wood, Lisa K.	240.00
Reichard, Sandra	240.00

<i>Clerks</i>	<i>Rates</i>
Law Clerk	\$ 240.00



Reply To: West Palm Beach

August 29, 2024

Glen J. Torcivia, Esquire  
Torcivia, Donlon, Goddeau & Rubin, P.A.  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

Re: Potential Representation of the City of Lake Worth Beach in Water Supply Negotiations with the Town of Palm Beach

Dear Glen,

Thank you for considering Lewis, Longman & Walker, P.A. for representation of the City of Lake Worth Beach in negotiations with the Town of Palm Beach for the supply of potable water to the Town. We understand that the Town of Palm Beach is currently considering several options for potable water upon expiration of its current agreement in 2029. As we understand it our representation of the City of Lake Worth Beach will involve negotiation of a Wholesale Agreement, water supply quantity and quality issues, and the associated water use permitting with South Florida Water Management District. The City of West Palm Beach owns and maintains all the water infrastructure in the Town and therefore issues related to real property rights and purchase of that infrastructure may need to be considered. State lands approvals will likely need to be considered for intracoastal waterway crossing(s). The experience and knowledge of our team will allow us to provide exceptional legal counsel to assist Lake Worth Beach in its negotiations with the Town of Palm Beach.

If given the opportunity to assist Lake Worth Beach with this project, the attorneys that will be assigned to this matter are me, Frederick Aschauer, Robert Diffenderfer and Allan Charles. Biographies for these professionals are enclosed as Attachment 1. Fred Aschauer and I will be the shareholders in charge of this matter, and we will be responsible for providing and supervising the legal services required. Hourly rates for each of these professionals are included on Attachment 2. The hourly rate for attorneys ranges from \$275.00 to \$405.00 per hour. The hourly rate for paralegals/law clerks is \$240.00 per hour.

**JACKSONVILLE**  
245 Riverside Ave.  
Suite 510  
Jacksonville, Florida 32202  
T: 904.353.6410  
F: 904.353.7619

**ST. PETERSBURG**  
100 Second Ave. South  
Suite 501-S  
St. Petersburg, Florida 33701  
T: 727.245.0820  
F: 727.290.4057

**TALLAHASSEE**  
106 East College Avenue  
Suite 1500  
Tallahassee, Florida 32301  
T: 850.222.5702  
F: 850.224.9242

**TAMPA**  
301 West Platt St.  
Suite A364  
Tampa, Florida 33606  
T: 813.775.2331

**WEST PALM BEACH**  
360 South Rosemary Ave.  
Suite 1100  
West Palm Beach, Florida 33401  
T: 561.640.0820  
F: 561.640.8202

Glen J. Torcivia, Esquire  
Torcivia, Donlon, Goddeau & Rubin, P.A.  
August 29, 2024  
Page 2

Currently the only potential conflict we foresee is with the Town of Palm Beach due to our firm's representation of the Town on two unrelated matters. We believe this conflict is waivable by the Town and the City and would only prevent our firm from suing the Town of Palm Beach which does not seem likely.

We look forward to the in-person interview on September 5, 2024 at 1:30 p.m. at the Lake Worth Beach City Hall. In the meantime, please do not hesitate to contact me if you need any additional information.

Yours sincerely,



Michelle Diffenderfer, President/Shareholder  
Lewis, Longman & Walker, P.A.

- c. Jamie Brown, Interim City Manager
- Vaughn Hayduk, Interim Director of Water Utilities
- Frederick Aschauer, Esquire
- Robert Diffenderfer, Esquire
- Allan Charles, Esquire

ATTACHMENT 1

RATE SHEET

# ATTACHMENT 1

<b>Shareholders</b>	<b>Rates</b>
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Behn, Seth C.	405.00
Baumann, Andrew J.	405.00
Capko, William G.	405.00
Diffenderfer, Michelle	405.00
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Duhy, Tara W.	405.00
Durden, Brenna M.	405.00
Hennessy, Kevin S.	405.00
Jennison, Julia L.	405.00
Killinger, Lori E.	405.00
Lyon, M. Christopher	405.00
Petrick, Amy T.	405.00
Rossmell, Kathryn B.	405.00
Rustin, Janice D.	405.00
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Charles, Allan J.	310.00
Hupp, Katherine L.	280.00
Johns, Christopher D.	315.00
Perrigan, Christopher A.	280.00
Poot, Nicole J.	315.00
Romano, Jeremiah M.	290.00
Spardy, Sarah L.	275.00

<b>Paralegals</b>	<b>Rates</b>
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Lozada, Marilyn A.	240.00
Wood, Lisa K.	240.00
Reichard, Sandra	240.00

<b>Clerks</b>	<b>Rates</b>
Law Clerk	\$ 240.00



ATTACHMENT 2  
BIOGRAPHIES

# Michelle Diffenderfer

President/Shareholder

---



## Biography

Michelle Diffenderfer is a distinguished environmental attorney with extensive expertise in water law, public water supply and environmental practices. With 30 years of experience, Michelle has successfully advised and represented numerous public and private sector clients in navigating complex environmental regulations, water rights, and resource management challenges.

As the President and Shareholder of Lewis, Longman & Walker, P.A., a prominent environmental law firm, Michelle leads a team of legal experts dedicated to delivering innovative solutions that balance environmental stewardship with the operational needs of public water utilities. Her practice focuses on providing strategic counsel on water supply planning, permitting, compliance, and environmental policy development, ensuring that the firm's clients achieve their water management objectives while adhering to the highest standards of environmental protection.

Michelle is recognized for her deep understanding of the regulatory landscape, her ability to negotiate and resolve complex disputes, and her commitment to sustainable water resource management. She frequently collaborates with government agencies, industry stakeholders, and community groups to develop policies and initiatives that promote the efficient and equitable use of water resources.

Michelle has worked on Everglades, Lower East Coast Water Supply and Lake Okeechobee issues since the start of her career, including participation in the Governor's Commission, the C&SF Restudy effort, the federal authorization of CERP, the Water Resources Advisory Commission, Lake Okeechobee Regulation Schedule (2008), and the most recent Lake Okeechobee System Operating Manual study. In addition, Michelle has represented the firm's clients in the adoption of and compliance with minimum flows and levels, water reservations, water use rulemaking, Lake Okeechobee and the Water Conservation Area 1 litigation, various modifications to water regulation schedules and the related SFWMD water supply planning and rule-making efforts. Michelle has written extensively on Florida water law and water use issues.

List of representative clients on water use and water supply permitting: Seminole Tribe of Florida, Lake Worth Drainage District, Seminole Improvement District, Miami-Dade County, Martin County, Bonita Bay Group, and Resource Conservation Systems (irrigation utility).

Michelle holds a Juris Doctor from University of Miami and a Bachelor's degree from Brown University. She is a member of the Florida Bar and actively participates in various professional organizations related to environmental and water law. Michelle's dedication to her field is further reflected in her involvement in community outreach and education efforts, where she advocates for responsible water use and conservation.

## Email

[mdiffenderfer@llw-law.com](mailto:mdiffenderfer@llw-law.com)

## Phone

561.640.0820

## Office

360 South Rosemary Avenue  
Suite 1100  
West Palm Beach, FL 33401

Michelle currently serves as an Executive Committee member of the American Bar Association's Section of Environment, Energy, & Resources and the Circle of Red Chair for the American Heart Association. She previously chaired the American Bar Association's Section of Environment, Energy, & Resources, the Environmental and Land Use Law Section of the Florida Bar, the Chamber of Commerce of the Palm Beaches, and served as Co-Chair of the City of West Palm Beach Mayor's Task Force for Racial and Ethnic Equality. Michelle also volunteers at the Episcopal Church of Bethesda by the Sea in the Town of Palm Beach.

Michelle has been recognized for her community work and legal achievements as follows: *2025 Lawyer of the Year in Environmental Law in West Palm Beach* by US News Group and *Best Lawyers*; *Florida Super Lawyers*, *Florida Trend's Florida Legal Elite*; *South Florida Legal Guide*; *The International Who's Who of Environmental Lawyers*; Chamber of Commerce of the Palm Beaches ATHENA® Award; the Bill Sadowski Memorial Outstanding Service Award from the Florida Bar Environmental and Land Use Law Section; Florida Achievement Award from the Commission on the Status of Women; Key to the City of West Palm Beach; Families First of Palm Beach County, Harriet Goldstein Award; University of Miami School of Law Alumni Association, Alumni Achievement Award; Caribbean-American Democratic Club of Palm Beach County Community Change Maker Award for Environmental Advocacy; Business Leader magazine's *Women Extraordinaire* Award; Palm Beach Illustrated magazine's *Top Lawyer*; and *The Palm Beacher* magazine's "Local Women in Power" issue.



**Email**

faschauer@llw-law.com

**Phone**

850.222.5702

**Office**

106 East College Avenue  
Suite 1500  
Tallahassee, FL 32301

**Biography**

Mr. Aschauer began his career in a Tallahassee firm that specialized in water and wastewater law, particularly negotiating and drafting agreements for bulk service, asset transfer agreements and purchase and sale agreements across the state. To this day, Mr. Aschauer still represents water and wastewater utilities and related associations on various matters.

Over the years, Mr. Aschauer has developed extensive experience representing clients on additional matters such as litigation and environmental regulation. His practice involves Federal matters governed by the Clean Water Act (CWA) and State matters involving environmental resource permits, coastal construction and coastal grant programs. Mr. Aschauer serves as Chair of LLW’s Transportation and Infrastructure Industry Group, Chair of LLW’s Utilities Industry Group and Vice Chair of the LLW’s Business Development Committee. Prior to joining LLW, he served as General Counsel for the Florida Department of Environmental Protection (FDEP), and prior to that as FDEP’s Director of the Division of Water Resource Management.

Fred is currently serving as President of the Tallahassee Area Association of Environmental Professionals. Fred is a Martindale Hubbell AV® Preeminent™ Peer Review Rated attorney, has been listed in Best Lawyers in America, Natural Resources Law, Administrative/Regulatory Law, Environmental Law and Environmental Litigation since 2020, as well as Florida Super Lawyers, Environmental Law; Administrative Law; Civil Litigation, 2022-present and Florida Trend Legal Elite, Environmental and Land Use Law, 2022 and 2019.

Fred has published articles and presented on topics such as the enforcement of environmental laws, water quality credit trading, litigation under the Federal Administrative Procedure Act, numeric nutrient criteria, and regulatory issues. Fred served in the United States Army from 1993-1997. He graduated *Cum Laude* from the Florida State University College of Law in 2003.

Robert P. Diffenderfer  
Shareholder



#### Email

rdiffenderfer@llw-law.com

#### Phone

561.640.0820

#### Office

360 South Rosemary Avenue  
Suite 1100  
West Palm Beach, FL 33401

#### Biography

Mr. Diffenderfer maintains a diverse governmental practice involving complex environmental and land use matters, including representation before local, state and federal legislative and regulatory bodies; growth management counseling; comprehensive plan adoption, implementation and defense; environmental resource and consumptive use permitting; State of Florida sovereign lands approval, and related litigation. His practice also includes projects relating to special district creation, operation and administration, as well as representation of general-purpose governments on a variety of specialized governmental, growth management and natural resource issues.

Bob has handled a variety of growth management, land use and regulatory issues for large public infrastructure projects including the Fort Lauderdale-Hollywood International Airport, the Palm Beach International Airport, the North Palm Beach County General Aviation Airport, various Florida Department of Transportation highway projects and Seminole Improvement District/City of Westlake public works development. He handled litigation and negotiations with Palm Beach County for water, wastewater and reuse service for Seminole Improvement District which serves the City of Westlake.

Bob is AV Preeminent Peer Review Rated by Martindale-Hubbell and has been listed in the Best Lawyers in America and in Palm Beach Illustrated Magazine as a Top Lawyer. He was named a 2023 Power Leader by the South Florida Business Journal. Bob serves as Chair of the firm's Business Development Committee and immediate past chair of the firm's Transportation and Infrastructure practice group. He is Chancellor for Bethesda by the Sea, Palm Beach and is a Trustee and Immediate Past Chair of the Chamber of Commerce of the Palm Beaches. Bob is past chair of the Pine Jog Environmental Education Center. He is a member of the Palm Beach and Collier County Bar Associations, the Florida Bar, and the American Bar Association.

Bob earned a Bachelor of Arts degree, *cum laude*, from Florida State University and his Juris Doctor from Georgetown University Law Center. He is admitted to practice in Florida and the District of Columbia.



## Biography

Allan's practice focuses on Administrative, Civil and Appellate Litigation, Agriculture, Environmental and Natural Resources, and Government.

Following law school, Allan began his legal career as a negotiator for TopBuild Corp., where he reviewed, drafted, and negotiated single service contracts, master supply agreements, national service agreements, and NDAs. In 2018, he left the private sector to accept a position with the Florida Department of Agriculture and Consumer Services, where he served as a senior attorney with the Office of General Counsel. His clients included the Division of Food Safety, the Division of Plant Industry, and the Division of Fruit and Vegetables. Allan was involved in a multimillion-dollar lawsuit concerning Florida Renewable Energy Technology Investment Tax Credits and the Florida Amendment 1 litigation. He participated in the 2019 Florida Energy Efficiency and Conservation Act (FEECA) goal-setting proceedings before the Florida Public Service Commission.

Allan currently serves as the President of the Florida Government Bar Association. He is an active member of the Florida Bar Young Lawyers Division Board of Governors, the Florida Bar Government Advocacy Committee and the Military and Veterans Affairs Committee. Allan is also a member of the Friends of the LeRoy Collins Leon County Public Library System Board of Directors. He previously served on the Florida Bar Journal/News Editorial Board.

Allan earned his Juris Doctor, along with his Business Law Certificate from the University of Mississippi School of Law. He obtained his Certificate in Negotiation Mastery from Harvard Business School. He received a Master of Laws Degree in Environmental Law & Policy, *magna cum laude*, from Florida State University College of Law, and a Bachelor of Science in Legal Studies from the University of Central Florida.

### Email

acharles@llw-law.com

### Phone

850.222.5702

### Office

106 East College Avenue  
Suite 1500  
Tallahassee, FL 32301

**MEETING TO INTERVIEW LAW FIRMS TO REPRESENT THE CITY IN  
NEGOTIATIONS WITH THE TOWN OF PALM BEACH  
MINUTES**

Thursday, September 5, 2024 1:30PM

Committee members present at the meeting: Jamie Brown, Interim City Manager; Vaughn Hayduk, Interim Water Utility Director; Brian Shields, Former Water Utility Director; and Glen J. Torcivia, City Attorney.

The meeting was convened at 1:30 p.m. The following firms were interviewed:

1. Lewis, Longman & Walker, P.A., represented by Michelle Diffenderfer, Robert Diffenderfer, and Fred Aschauer
2. Akerman, LLP, represented by Philip Sprinkle, Silvia Alderman, and Tim Bramwell
3. Nason Yeager Gerson Harris & Fumero, P.A., represented by John Fumero

The Committee conducted interviews with each of the above three (3) firms, each of which provided a presentation and answered questions from members of the committee.

After the interviews were concluded, the Committee agreed to recommend that the City Commission retain the firm of Lewis, Longman & Walker, P.A. to represent the City in negotiations with the Town of Palm Beach for the supply of potable water to the Town.

The meeting was adjourned at 3:35 p.m.

  
\_\_\_\_\_  
Glen J. Torcivia, Esquire  
City Attorney

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Electric Utility

**TITLE:**

Work Order #13 with Hooper Corp. to provide construction services for the System Hardening and Voltage Conversion of Circuit 0602 from the 6th Ave. South substation

**SUMMARY:**

This Work Order authorizes Hooper Corp. ("Hooper"), to complete construction services for the 0602 Circuit from the 6th Ave. South Substation in the amount not to exceed \$1,153,510.70. This project has been identified as an element of the City's Electric Utility System Hardening and Reliability Improvement Program (SHRIP) and for which bonds were sold in 2020 and 2022.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach issued IFB 23-116 to identify qualified contractors to perform construction services. Six (6) qualified contractors were selected, and which are technically qualified and responsible bidders to perform SHRIP construction projects.

The City approached all prequalified Contractors and received two (2) responses. Proposals were received on August 21st from Hooper Corp. while L. E. Myers Co. provided an email declining to provide a proposal. Wilco Electrical, LLC, Michels Power, Standard Power and Primoris Edison did not respond.

Hooper was the responsive bidder and provides the best value for the City. Work Order # 13 is for Hooper Corp. to complete the System Hardening and Voltage Conversion of the 6th Ave. South Circuit 0602 as per the engineering design in specified locations, to include hardened ductile iron poles replacing wood poles, transformer replacements, reconductoring and removal of existing conductors.

The City will provide feeder conductors, ductile iron poles, transformers, switches and related connection and mounting accessory materials which Hooper will assemble and install. If approved, Work Order #13 will be issued to Hooper in accordance with IFB# 23-116 for the City's Electric Utility SHRIP Program in the amount not to exceed \$1,153,510.70, which includes the contingency of \$104,865.00.

**MOTION:**

Move to approve/disapprove Work Order #13 with Hooper Corp. to provide construction services for the System Hardening and Voltage Conversion of Circuit 0602 from the 6th Ave South substation at a cost not to exceed \$1,153,510.70.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Work Order #13  
Bid Tab



**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Inflows/Revenues</b>					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	\$1,153,510.70	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b>					
<i>(If not budgeted)</i>	0	0	0	0	0
<b>No. of Addn'l Full-Time</b>					
Employee Positions	0	0	0	0	0

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	<b>Expenditure</b>
<b>Department</b>	Electric Utility
<b>Division</b>	Distribution
<b>GL Description</b>	Improve Other than Build/Infrastructure
<b>GL Account Number</b>	421-6034-531.63-15
<b>Project Number</b>	SH2223
<b>Requested Funds</b>	\$1,153,510.70
<b>Remaining Balance</b>	\$5,486,452.48
<b>Source of Revenue</b> (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Series 2022 Consolidated Utility Revenue Bond

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENTS  
WORK ORDER NO. 13**

THIS WORK ORDER for System Hardening and Reliability Improvements (“Work Order” hereafter) is made on the \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“City” hereafter) and **Hooper Corporation**, a foreign for profit corporation authorized to do business in State of Florida (“Contractor” hereafter).

**1.0 Project Description:**

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the System Hardening and Reliability Improvements project generally described as: 1<sup>st</sup> Ave S Hardening Circuits 4R0602 (the “Project”). The Project is more specifically described in the plans prepared by Hooper Corp., dated August 21, 2024, and which are incorporated herein by reference.

**2.0 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”**.

**3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Work Order shall be within **210 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 **210 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.

#### **4.0 Compensation and Direct Purchases**

This Work Order is issued for a lump sum, not to exceed amount of **\$1,153,510.70**. The total not to exceed amount includes contingency of **\$104,865.00**. The attached proposal identifies all costs and expenses included in the Work Order.

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

#### **5.0 Project Manager**

The Project Manager for the Contractor is Gary Shortridge, phone: 313-573-5165; email: GShortridge@hoopercorp.com; and, the Project Manager for the City is David Martyniuk, phone: 561-586-1629; email: dmartyniuk@lakeworthbeachfl.gov.

#### **6.0 Progress Meetings**

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

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

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

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

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; 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.** 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.

**9.0 Authorization**

This Work Order is issued pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth Beach and the Contractor, dated 09/28/2023, (“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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. 13 as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

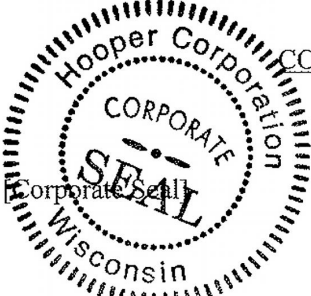
By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk


APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

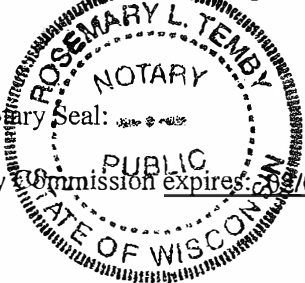
By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

  
CONTRACTOR: \_\_\_\_\_  
STATE OF Wisconsin )  
COUNTY OF Dane )

**HOOPER CORPORATION**  
By:   
Print Name: Bruce Cram  
Title: Vice President

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 9th day of September, 2024, by Bruce Cram, as the Vice President [title] of **Hooper Corporation**, a company 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 under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Hooper Corporation** to the same.

  
Notary Seal: \_\_\_\_\_  
My Commission expires: 09/01/2027

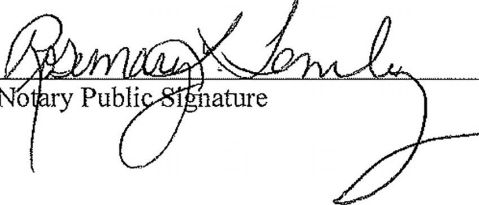
  
Notary Public Signature

Exhibit "1"  
(Contractor's Proposal – 1 page)



**August 21, 2024**

**Reference:** 1st Ave S Hardening Circuit 4R0602

**Start Date:** TBD

**Completion Date:** TBD

**Project:** 1st Ave. S 0602 System Hardening and Voltage Conversion.

**Project Location:** 1st Ave. S., Lake Worth Beach FL 33460

**Scope of Work:** Voltage conversion and system hardening of 0602 feeder. All work that shall be included is identified in drawings provided for the contractors. This includes overhead feeder lines with ductile iron poles with 3 phase conductor runs. The 3-phase feeder 4R0602 will be re-conductor with 3-556 and 4/0N and removal of existing conductors. All existing open wire secondary will be replaced with 4/0 triplex. When the open wire extends outside of the work area the secondary will be replaced to the first adjacent pole. All lateral work will be constructed by City of Lake Worth Beach staff. All locations of poles and conductor runs are identified in construction prints. Specifications will take precedence over drawings if Owner confirms accuracy of contradiction agrees with specification.

**Controlling Documents:**

- Distribution Hardening and Voltage Conversion Project email received 7/29/24(Attached)
- IFB 0602 Storm Hardening and Voltage Conversion.docx
- Circuit 0602\_Issued For Construction 04\_8\_2024.pdf
- Circuit 0602\_Issued For Construction 10\_31\_2023.pdf

**Clarifications:**

- City of Lake Worth Beach will provide laydown yard.
- City of Lake Worth Beach will provide all materials.
- Hooper is responsible for sidewalk and asphalt repairs.
- Hooper shall have access to all work locations.
- Hooper will notify Lake Worth Beach of any conflicts with other utilities.
- All poles with 3<sup>rd</sup> party attachments will be top cut.
- Hooper doesn't foresee any required MOT permit being required. In the event it is needed Hooper will be responsible for the MOT permit.
- Locations 3-180 to Location 98 (3-186) have been added per emails dated 8/12/2024 & 8/19/2024 to allow for re-conductoring of 4R0602 to Location 101.
- An adder for drill 2 hole in each ductile iron pole has been added per email dated 8/20/24.

**Estimated Duration of work for project is 22 weeks.**

**Proposed Pricing is: \$1,048,645.70.**

0602 Feeder Hardening and Voltage Conversion

<b>Contractor</b>	<b>Bid (Y/N)</b>	<b>In Scope (Y/N)</b>	<b>Cost</b>	<b>% over Rank 1</b>	<b>Rank</b>	<b>Comments</b>
Hooper	Y	Y	\$ 1,048,645.70	0%	1	Quote via email
L.E. Myers	N	n/a	\$ -	n/a	2	No Bid - email declining to bid provided
Michels	N	n/a	\$ -	n/a	3	No Bid
Power Standard	N	n/a	\$ -	n/a	4	No Bid
Wilco	N	n/a	\$ -	n/a	5	No Bid
Primoris-Edison	N	n/a	\$ -	n/a	6	No Bid



# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Electric Utility

**TITLE:**

Goods and Services Agreement with ULS Corporate, Inc. to purchase two (2) Three-Phase, Outdoor Type, Pad-Mounted, Step-Down Transformers for the Lake Worth Lagoon Crossing project

**SUMMARY:**

Request for approval of the Goods and Services Agreement with ULS Corporate, Inc. to purchase two (2) Three-Phase, Outdoor Type, Pad-Mounted, Step-Down Transformers at a cost not to exceed \$151,620. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020 and May 2022.

**BACKGROUND AND JUSTIFICATION:**

The City issued an Invitation for Bids (IFB #24-114) seeking bids from qualified vendors for two (2) Three-Phase, Outdoor Type, Pad-Mounted, Step-Down Transformers for installation on City property to integrate the new undersea power connection from the mainland to the barrier islands 4kV infrastructure in proximity to the Casino Complex. Five bids were received from qualified vendors. Four (4) bids were disqualified and ULS Corporate, Inc. was found to be responsive and responsible and was ultimately recommended for the award.

ULS Corporate, Inc. is being recommended to provide the Two (2) Three-Phase, Outdoor Type, Pad-Mounted, Step-Down Transformers at a cost not to exceed \$151,620 and is in the best interest of the City.

**MOTION:**

Move to approve/disapprove the Goods and Services Agreement with ULS Corporate, Inc. at a cost not to exceed \$151,620.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Goods and Services Agreement  
Bid Tab

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
<b>Inflows/Revenues</b>					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	\$151,620	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b>					
<i>(If not budgeted)</i>	0	0	0	0	0
<b>No. of Addn'l Full-Time</b>					
<b>Employee Positions</b>	0	0	0	0	0

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	<b>Expenditure</b>
<b>Department</b>	Electric Utility
<b>Division</b>	Distribution
<b>GL Description</b>	Improve Other than Build/Infrastructure
<b>GL Account Number</b>	421-6034-531.63-15
<b>Project Number</b>	SH2229
<b>Requested Funds</b>	\$151,620
<b>Remaining Balance</b>	\$2,715,526
<b>Source of Revenue</b> (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Series 2022 Consolidated Utility Revenue Bond

**AGREEMENT FOR GOODS AND SERVICES  
(Three-Phase, Outdoor Type, Pad-Mounted Step-Down Transformer)**

**THIS AGREEMENT FOR GOODS AND SERVICES** (“Agreement”) is made on \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation, with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“CITY”), and **ULS Corporate, Inc.**, a Canadian company located at 5255 Yonge St. Ave, Office 1010, Toronto, ON M2N 5P8 (“CONTRACTOR”).

**RECITALS**

**WHEREAS**, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

**WHEREAS**, the CITY issued Invitation for Bid #24-114 for the purchase of Three-Phase, Outdoor Type, Pad-Mounted Step-Down Transformer for the City of Lake Worth Beach Electric Utility (“IFB”), which IFB is incorporated by the reference into this Agreement; and

**WHEREAS**, the CITY received five (5) timely responses to the IFB; and

**WHEREAS**, the CONTRACTOR was found to be the responsive and responsible bidder and was recommended for the award; and

**WHEREAS**, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

**WHEREAS**, the CITY finds entering this Agreement with the CONTRACTOR as described herein serves a valid public purpose.

**NOW THEREFORE**, the CITY hereby engages the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**1. TERM**

1.1 The term shall commence upon the approval of this Agreement by the City Commission and the CITY’s issuance of a Purchase Order. The CONTRACTOR agrees to provide all goods and services required under this Agreement as per the terms and timelines provided in the IFB.

**2. SPECIFICATIONS**

2.1 The specifications set forth in the IFB detail the purchase of Three-Phase, Outdoor Type, Pad-Mounted Step-Down Transformer to be provided to the CITY. The CONTRACTOR’s bid specifications, not attached hereto but incorporated by the reference, set forth further details for the furnishing of goods and services under this Agreement for the purchase of Three-Phase, Outdoor Type, Pad-Mounted Step-Down Transformer for the City’s Electric Utility.

2.2 The CONTRACTOR represents to the CITY that all goods and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR’s trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR further warrants its capability and experience to perform the services provided for herein in a professional and competent manner.

2.4 The goods and services shall be provided by the CONTRACTOR or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The goods and services shall be provided and completed in accordance with the terms and conditions set forth in this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the provision of all goods and services under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the goods and services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

### **4. MATERIALS**

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the IFB and its specifications unless otherwise specified in writing by the CITY.

### **5. FEE AND ORDERING MECHANISM**

5.1 The CITY shall utilize a City Purchase Order for the purchase of Three-Phase, Outdoor Type, Pad-Mounted Step-Down Transformer under this Agreement; however, the terms and conditions of the City Purchase Order shall not apply.

5.2 Should the CITY require additional goods and services, which additional goods and services are not included in this Agreement (but authorized by the IFB), the CITY and CONTRACTOR will prepare and execute a written amendment setting forth the additional goods and services and the total cost for the same prior to any such additional goods or services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism is a CITY issued Purchase Order; however, the terms and conditions stated in this Agreement and any amendment thereto will apply. CONTRACTOR shall not exceed amounts expressed herein or in any CITY issued Purchase Order. The CITY's Fiscal Year ends on September 30<sup>th</sup> of each calendar year. Except for purchases authorized in a prior fiscal year and fully appropriated and funded, the CITY cannot authorize the purchase of



additional goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

## **6. MAXIMUM COSTS**

6.1 The CITY shall compensate the CONTRACTOR in accordance with the CONTRACTOR's bid prices, which are attached hereto and incorporated herein as **Exhibit "A"**. The total cost to be paid by the CITY to the CONTRACTOR for the purchase of Three-Phase, Outdoor Type, Pad-Mounted Step-Down Transformer shall not exceed **One Hundred Fifty-One Thousand Six Hundred Twenty Dollars (\$151,620.00)**.

## **7. INVOICE**

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for the goods and services upon delivery, and final acceptance of the goods and all services by the CITY. Final acceptance occurs when the unit becomes fully operational and accepted by the CITY and the CITY receives the required training. The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice for all goods and services.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

## **8. AUDIT BY CITY**

8.1 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 under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

## **9. COPIES OF DATA/DOCUMENTS**

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

## **10. OWNERSHIP**

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

## **11. WRITTEN AUTHORIZATION REQUIRED**

11.1 The CONTRACTOR shall not make changes in the specifications or goods and services to be provided or perform any additional work or provide any additional materials under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.





## **12. DEFAULTS, TERMINATION OF AGREEMENT**

12.1 If the CONTRACTOR fails to timely provide the goods and services or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CONTRACTOR does not remedy the default(s) within the timeframe provided in the CITY's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work and all of the CITY's legal fees; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No cancellation fee or other compensation shall be paid by the CITY for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph. However, CITY shall be responsible for the cancellation fee set forth in the CONTRACTOR's quote.

12.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any work. Alternatively, or in addition to the foregoing, if after three (3) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement.

## **13. INSURANCE**

13.1. Prior to commencing any work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on



a primary, non-contributing basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

#### **14. WAIVER OF BREACH**

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

#### **15. INDEMNITY**

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued,



nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## **16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

16.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits, and addenda attached thereto or referenced therein); and, the CONTRACTOR's bid and pricing (**Exhibit "A"**). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement 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 Agreement which is not contained herein shall be valid or binding. This Agreement may be executed electronically and such electronic signature shall be treated as an original signature of the party executing this Agreement electronically.

## **17. ASSIGNMENT**

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **18. SUCCESSORS AND ASSIGNS**

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **19. WAIVER OF TRIAL BY JURY**

19.1 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.



## **20. GOVERNING LAW AND REMEDIES**

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and exclusive venue shall be in Palm Beach County, Florida.

20.2 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.

## **21. TIME IS OF THE ESSENCE**

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

## **22. NOTICES**

22.1 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 (3<sup>rd</sup>) 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 the 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 CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach  
Attn: City Manager/Financial Department/Purchasing Division/  
7 North Dixie Highway  
Lake Worth Beach, FL 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

ULS Corporate, Inc.  
Attn: Sebastian Cantillo  
5255 Yonge St. Ave, Office 1010  
Toronto, ON M2N 5P8

## **23. SEVERABILITY**

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

## **24. DELAYS AND FORCES OF NATURE**

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the



CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

## **25. COUNTERPARTS**

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

## **26. PUBLIC ENTITY CRIMES**

26.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

## **27. PREPARATION**

27.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.



**28. PALM BEACH COUNTY INSPECTOR GENERAL**

28.1 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.

**29. ENFORCEMENT COSTS**

29.1 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 Contract's 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.

**30. PUBLIC RECORDS**

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said 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 the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, 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 services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, 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, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV) OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**



**31. COPYRIGHTS AND/OR PATENT RIGHTS**

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

**32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

**33. FEDERAL AND STATE TAX**

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will provide the CONTRACTOR with a signed exemption certificate submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the City's Tax Exemption Number in securing such materials.

**34. PROTECTION OF PROPERTY**

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

**35. DAMAGE TO PERSONS OR PROPERTY**

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

**36. WARRANTY**

36.1 CONTRACTOR warrants to the CITY that goods and services provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under his Agreement shall be free from defects for 18 months from delivery of the work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under this Agreement.

**37. SCRUTINIZED COMPANIES**



37.1. CONTRACTOR certifies that it 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 Agreement 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 Agreement.

37.2. If this Agreement 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 the Scrutinized Companies with Activities in Iran Terrorism Sectors 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 Agreement 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 the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

37.3. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

37.4. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

37.5. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regard to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

37.6. 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.

### **38. E-VERIFY.**

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

38.1. 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 Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

38.2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, Agreement with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

38.3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

38.4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

38.5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

38.6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded an Agreement for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

**39. SURVIVABILITY**

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

**40. COMPLIANCE WITH SECTION 787.06.**

By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

AL



IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Three-Phase, Outdoor Type, Pad-Mounted Step-Down Transformer) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

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

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director



[Corporate Seal]

CONTRACTOR, ULS CORPORATE, INC.

By: \_\_\_\_\_

Print Name: RAY KIM

Title: C.O.O. (Director)

City \_\_\_\_\_  
STATE OF Toronto  
COUNTY OF Ontario  
Province \_\_\_\_\_

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 4 day of September 2024, by Ray Kim, as the Director [title] of **ULS Corporate, Inc.**, a company authorized to do business in the State of Florida, who is  personally known to me or  who has produced Driver's license as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **ULS Corporate, Inc.**, to the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:  
FRANK SIJI DU My Commission Expires: Doesn't expire

Barrister & Solicitor, Notary Public and Commissioner for Oaths in and for the Province of Ontario.

LSO #81136P  
frankdu333@hotmail.com  
T: 647-860-8308



**Exhibit "A"**  
**Contractor's Schedule of Unit Prices**

(B4)

**IFB #24-114 Three-Phase, Outdoor Type, Pad-Mounted Step-Down Transformer**

**SCHEDULE OF UNIT PRICES**

In order to evaluate the total bid amount, each Bidder must identify the unit price(s) for the materials set forth in the Specifications. **Price(s) shall be delivered FOB destination, City of Lake Worth Beach Electric Utility, freight allowed and pre-paid.** The Bidder shall maintain fixed pricing for the initial period of the contract. The City will not accept bids that have no shipping prices included in their unit price.

**Unit Pricing**

Item #	Description	Quantity	Unit Price	Total Offer
1	<b>Three-Phase, Outdoor Type, Pad-Mounted Step-Down Transformer</b>	2	\$ 75,810.00	\$ 151,620.00

Manufacturer Offered: ULS - SSANGYONG ELECTRIC

Delivery: 180 calendar days (must be less than 365 days).

**Failure to supply delivery times may result in rejection of the Bid.**

Name of Bidder: ULS CORPORATE INC

Address: 5255 YONGE ST AVE, OFFICE 1010 City: TORONTO ST ON Zip: M2N 5P8

Phone: (647) 351 8574 Email: SCANTILLO@ULSCORPORATE.COM

Print Name: SEBASTIAN CANTILLO Title: BUSINESS MANAGER

SIGNATURE: \_\_\_\_\_ Date: AUGUST 2ND, 2024



*Handwritten mark*





City of Lake Worth Beach

BID TABULATION - IFB #24-114 Three-Phase, Outdoor Type, Pad-Mounted Step-Down Transformer

ITEM #	DESCRIPTION	QTY	UNIT	ECB SOLUTIONS, LLC				ULS CORPORATE, INC.				JST POWER EQUIPMENT				HYUNDAI CANADA, INC.				FLEMING ELECTRIC, INC.			
				Manuf Offered	DELIVERY (Calendar Days)	UNIT PRICE	TOTAL OFFER	Manuf Offered	DELIVER (Calendar Days)	UNIT PRICE	TOTAL OFFER	Manuf Offered	DELIVERY (Calendar Days)	UNIT PRICE	TOTAL OFFER	Manuf Offered	DELIVERY (Calendar Days)	UNIT PRICE	TOTAL OFFER	Manuf Offered	DELIVERY (Calendar Days)	UNIT PRICE	TOTAL OFFER
1	Three-Phase, Outdoor Type, Pad-Mounted Step-Down Transformer	2	Ea	Maddox Transformers	224	\$68,500.00	\$137,000.00	ULS-SSANGYONG ELECTRIC	180	\$75,810.00	\$151,620.00	JST Power Equipment	210	\$67,673.00	\$135,346.00	IEC	180	\$72,830.00	\$145,660.00	Magnetron S.A.S.	280 - 294	\$57,557.00	\$115,114.00
Bid Package Cover Sheet (B1)				Submitted				Submitted				Submitted				Submitted							
Minimum Qualifications (B2)				Submitted				Submitted				Submitted				Submitted							
Bid (B3)				Submitted				Submitted				Not completed - No signature				Submitted							
Schedule of Unit Prices & Delivery (B4)				Submitted				Submitted				Submitted				Submitted							
Substitution Sheet (B5)				N/A				N/A				N/A				Submitted							
Manufacturer Verification Form (B6)				Submitted				Submitted				Submitted				Submitted							
Reference List (B7)				Submitted				Submitted				Submitted				Submitted							
Affidavit Of Prime Bidder Non-collusion (B8)				Submitted				Submitted				Not completed				Submitted - not notarized							
Drug Free Certification (B9)				Submitted				Submitted				Submitted				Submitted							
Campaign Contribution Statement (B10)				Submitted				Submitted				Submitted				Submitted							
Scrutinized Companies Certification (B11)				Submitted				Submitted				Not completed				Submitted - not notarized							
Veteran Business Enterprise, Small Business and/or Local Business Preference Form (B12)				N/A				Applied for Small Business Preference - Vendor does not qualify per the City's Ordinance - Small Business Certification is not within Palm Beach County				N/A				N/A							
Manufacturer Data Sheet/Technical Specs/Drawings				Submitted				Yes				Yes				Yes							
Final delivery 365 days				Yes				Yes				Yes				Yes							
Compliance				Non-compliant: Vendor failed to provide 600A, 25kV deadbreak apparatus on the load side of the transformer				YES				Non-compliant: Vendor did not provide Signature on Bid Form (B3)				Non-compliant: Vendor failed to provide 600A, 25kV deadbreak apparatus on the load side of the transformer				Non-compliant: Vendor did not provide Signature on Bid Form (B3)			

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Electric Utility

**TITLE:**

Resolution No. 41-2024 – establishing the rates and charges for the Electric Utility for Fiscal Year 2025

**SUMMARY:**

Resolution 41-2024 proposes an 8% Increase in Base Energy Charges, Demand Charges, Minimum Bill, and Customer Service Charges

**BACKGROUND AND JUSTIFICATION:**

During City's budget process it was determined that an increase in the electric utility's Base Revenues were required to help increase the utility's Working Capital Fund (also referred to as "Reserves") so as to grow Reserves gradually over a period of multiple years to an amount equal to six months of operating and maintenance expenses. Base Revenues include items such as Base Energy Charges, Demand Charges, Minimum Bill, and Customer Service Charges.

If approved, the impact to the electric bill for a residential customer using 1,000 kilowatt-hour of electricity per month will be an increase by \$6.69 per month.

Not included in the proposed increase is the Power Cost Adjustment ("PCA") which is adjusted periodically to reflect costs of power purchases by the electric utility on behalf of its customers. There are no proposed changes to the PCA at this time.

**MOTION:**

Move to approve/disapprove Resolution No. 41-2024, establishing the rates and charges for the Electric Utility for Fiscal Year 2025.

**ATTACHMENT(S):**

Resolution 41-2024  
Proposed Electric Utility Rate Schedule Effective November 1, 2024  
Comparison of Existing to Proposed Electric Rates FY24 to FY25

**RESOLUTION NO. 41-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES, AND REGULATIONS FOR ALL ELECTRICITY SOLD BY THE CITY OF LAKE WORTH BEACH, FLORIDA FOR USE OF ELECTRIC LIGHT AND POWER SYSTEM; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Lake Worth Beach, Florida, is authorized and required to fix uniform and adequate rates for its service; and

**WHEREAS**, the rates set forth herein are just and equitable and serve a valid public purpose.

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

Section 1.        Definitions: For the purpose of this resolution, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

- A. "Shall" is always mandatory and not merely directory.
- B. "Net Metering Accounts" are those customer accounts with the City's Electric Utility where the customer has applied to the City's Electric Utility; installed a Customer-Owned Renewable Generation System (as defined in the Net Metering Program Rules and Regulations); executed a City Interconnection Agreement; has been approved by the Electric Utility for interconnection with the City's electric system; and, remains in compliance with the City's Net Metering Program. All rates applicable to Net Metering Accounts are governed by Resolution No. 45-2019 (as may be amended from time to time).
- C. "Purchased Power Cost Adjustment" or "Power Cost Adjustment" (PCA) is defined in Resolution No. 11-2024 (as may be amended from time to time), which is incorporated herein by reference.

Section 2.        The following schedules shall be the rates charged and the regulations imposed by the City of Lake Worth Beach, Florida, on all electric power sold by the City of Lake Worth Beach, Florida for lighting, heating and power purposes, to wit:

- A. Regular Residential Electric (Schedule R-S)
  - 1. Designation: Regular Residential Electric
  - 2. Applicable: For domestic electric purposes in private residences and individually metered apartments. Residential rates shall apply for electric energy used in commonly-owned facilities in condominiums and cooperative apartment buildings, subject to the following criteria:
    - a. 100% of the energy is used exclusively for the co-owner's benefit.

- b. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
  - c. Each point of delivery will be separately metered and billed.
  - d. A responsible legal entity is established as the customer to whom the City of Lake Worth Beach can render its bills for said service.
  - e. A cooperative or condominium requesting residential rates shall apply for the rate and establish the above criteria.
3. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder. Recognized rooming houses, tourist homes and dwellings accommodating more than four paying guests supplied through a single meter will not be served under this schedule.
4. Service: Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
5. Monthly Rates:
- a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill.

Effective Date	10/1/2023	11/1/2024
Charge:	\$11.08	\$11.97

b. Energy Charge per kWh

Effective Date:	10/1/2023		11/1/2024	
	First 1,000 KWH's	Excess	First 1,000 KWH's	Excess
Base Energy	\$0.07245	0.09345	\$0.07825	\$0.10093
Power Cost Adjustment	0.02438	0.03438	\$0.02438	\$0.03438
Capacity	N/A	N/A	N/A	N/A
<b>Total</b>	<b>0.09683</b>	<b>0.12783</b>	<b>\$0.10263</b>	<b>\$0.13531</b>

6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Purchased Power Cost Adjustment Charge:
- A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be charged at \$40.00 per month.

B. Regular Commercial Service (Schedule C-S)

- 1. Designation: Regular Commercial Electric.
- 2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
- 3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
- 4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.

## 5. Monthly Rates:

- a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill.

Effective Date	10/1/2023	11/1/2024
Charge:	\$17.85	\$19.28

- b. Energy Charge per kWh.

Effective Date:	10/1/2023	11/1/2024
	<b>All kWhs</b>	<b>All kWhs</b>
Base Energy	\$0.09135	\$0.09866
Power Cost Adjustment	\$0.02648	\$0.02648
Capacity	N/A	N/A
<b>Total</b>	<b>\$0.11783</b>	<b>\$0.12514</b>

6. The rates listed above includes all administrative charges from the City of Lake Worth Beach.
7. Purchased Power Cost Adjustment Charge:
- A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$57.00 per month for single phase service and \$113.00 per month for poly phase service.

## C. Demand Commercial Service (Schedule CD-S)

1. Designation: Demand Commercial Electric
2. Applicable: For customers who qualifies for service under Schedule C-S above and has a peak demand of 25 kW or greater for three (3) consecutive months:
3. Limitations: Auxiliary or stand-by service or resale not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
- a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill.

Effective Date	10/1/2023	11/1/2024
Charge:	\$136.50	\$147.42

- b. Energy Charge per KWH

Effective Date:	10/1/2023		11/1/2024	
	<b>All kWhs</b>	<b>Demand - KW</b>	<b>All kWhs</b>	<b>Demand - KW</b>
Base Energy	\$0.05460	\$12.60	\$0.05897	\$13.61
Power Cost Adjustment	\$0.02648		\$0.02648	
Capacity Charge	N/A		N/A	

<b>Total</b>	<b>\$0.08108</b>	<b>\$12.60</b>	<b>\$0.08365</b>	<b>\$13.61</b>
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6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
8. Power Factor Adjustment: When demand is measured with a kW meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
9. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
10. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
11. Minimum Bill: The minimum bill for electric use shall be \$284.00 per month.

D. Regular Time of Use Commercial Service (Schedule CT-S)

1. Designation: Time of Use Commercial Service
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
  - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill.

Effective Date	10/1/2023	11/1/2024
Charge:	\$31.50	\$34.02

b. Energy Charge:

Effective Date:	10/1/2023	11/1/2024
	<b>Per kWh</b>	<b>Per kWh</b>
Off Peak	\$0.08820	\$0.09526
On Peak	\$0.27300	\$0.29484

- i. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.

6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$57.00 per month for single phase service and \$113.00 per month for poly phase service.

E. Time of Use Demand Commercial Service (Schedule CDT-S)

1. Designation: Time of Use Demand Commercial Service
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard 416 voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
  - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each Electric account receiving a bill.

Effective Date	10/1/2023	11/1/2024
Charge:	\$147.00	\$158.76

- b. Energy Charge:

Effective Date:	10/1/2023	11/1/2024
	<b>Per kWh</b>	<b>Per kWh</b>
Off Peak	\$0.06510	\$0.07031
On Peak	\$0.25200	\$0.27216
Demand Charge	\$7.35 per kW	\$7.94 per kW

- i. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
  - ii. Power Factor Adjustment: When demand is measured with a kW 438 meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
  - iii. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day.
  - iv. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.
6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.

7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$158.76 per month.

F. Electric Vehicle Charging Level II (Schedule EV2-S)

1. Designation: Electric Vehicle Charging Level II
2. Applicable: For City owned public electric vehicle Level II charging stations.
  - a. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
  - b. Each point of delivery will be separately metered and billed.
  - c. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
3. Energy Charge per kWh

Effective Date:	10/1/2023	11/1/2024
	<b>All KWH's</b>	<b>All KWH's</b>
Base Energy	\$0.07245	\$0.07825
Power Cost Adjustment	\$0.02438	\$0.02438
Capacity	N/A	N/A
<b>Total</b>	<b>\$0.09683</b>	<b>\$0.10263</b>

4. The rates listed above include all administrative charges from the City of Lake Worth Beach.
5. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
6. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

G. Private Area Lighting (Schedule L-P)

1. Designation: Private Area Lighting
2. Applicable: For year-round outdoor security lighting of yards, driveways, walkways, parking lots, parks, and other areas, under the following conditions:
  - a. Lights to be served hereunder shall be at locations that are easily and economically accessible to the City of Lake Worth Beach equipment and personnel for construction and maintenance.
  - b. Original location of lighting fixtures shall be by mutual agreement and shall not be located so as to create a public nuisance.
  - c. Any relocation requested by customer after installation shall be made at customer's expense. All new lighting units provided under this Schedule shall be the high pressure sodium vapor (conservation lighting) type.
3. Limitations:
  - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
  - b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be



- liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.
4. Service: Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day and maintenance of facilities. The City of Lake Worth Beach will replace all burned out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the customer that such work is necessary. The City of Lake Worth Beach shall be permitted to enter the customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities. Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
  5. Term of Service: Not less than one (1) year.
  6. Monthly Rates: A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
    - a. Standard Lighting:

Description Unit Cost per Month

	Effective Date:	10/1/2023	11/1/2024
175 Watt (7,000 Lumen) Mercury –Vapor Street Light Unit on Existing Pole		\$12.82	\$13.85
400 Watt (20,500 Lumen) Mercury-Vapor Street Light Unit on Existing Pole		\$20.11	\$21.72
1,000 Watt (55,000 Lumen) Mercury-Vapor Street Light Unit on Existing Pole		\$39.56	\$42.72
100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole		\$10.43	\$11.26
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole		\$14.97	\$16.17
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole		\$17.90	\$19.33
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole		\$18.01	\$19.45
48 Watt LED Street Light Unit on Existing Pole		\$9.45	\$10.21
70 Watt LED Street Light Unit on Existing Pole		\$10.19	\$11.01
80 Watt LED Street Light Unit on Existing Pole		\$10.19	\$11.01
101 Watt LED Street Light Unit on Existing Pole		\$17.12	\$18.49
110 Watt LED Street Light Unit on Existing Pole		\$17.12	\$18.49
133 Watt LED Street Light Unit on Existing Pole		\$17.12	\$18.49
150 Watt LED Street Light Unit on Existing Pole		\$17.12	\$18.49
Wood Pole and span of Overhead Conductors or Pole used only for Light		\$10.50	\$11.34
Concrete Pole and Span of Overhead Conductors or Pole used only for Light		\$15.75	\$17.01
Underground Conductors up to 150 feet		\$1.40	\$1.51
Underground Conductors from 150 feet to 300 feet		\$2.81	\$3.03

7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

H. Street Lighting (Schedule L-S)

1. Designation: Street Lighting
2. Applicable: For lighting of public right-of ways.
3. Limitations:
  - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
  - b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.
  - c. Should the City of Lake Worth Beach be required by the customer to replace the street light(s) with a light (or lights) of another type or rating, then the customer may be required to pay the estimated labor, vehicle use and other direct costs involved in replacing the fixtures.
4. Service: Service includes lamp renewals, energy from approximately dusk each day until dawn the following day and maintenance of City of Lake Worth Beach owned street lighting systems.
5. Term of Service: For not less than ten (10) years for City of Lake Worth Beach facilities or customer will be required to pay depreciated cost of installed facilities plus cost of removal.
6. Monthly Rates:
  - a. A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
  - b. Conservation Lighting:

Description Unit Cost per Month

	Effective Date:	10/1/2023	11/1/2024
100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole		\$8.24	\$8.90
150 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole		\$9.80	\$10.58
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole		\$12.87	\$13.90
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole		\$15.95	\$17.23
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole		\$17.94	\$19.38
48 Watt LED Street Light Unit on Existing Pole		\$9.45	\$10.21
70 Watt LED Street Light Unit on Existing Pole		\$10.19	\$11.01
80 Watt LED Street Light Unit on Existing Pole		\$10.19	\$11.01
101 Watt LED Street Light Unit on Existing Pole		\$17.12	\$18.49
110 Watt LED Street Light Unit on Existing Pole		\$17.12	\$18.49
133 Watt LED Street Light Unit on Existing Pole		\$17.12	\$18.49
150 Watt LED Street Light Unit on Existing Pole		\$17.12	\$18.49

- c. Appurtenances:

Description Unit Cost per Month

Wood Pole and span of Overhead Conductors \$11.34 or Pole used only for Light  
 Concrete Pole and Span of Overhead Conductors \$17.01 or Pole used only for Light

Underground Conductors up to 150 feet \$1.51  
Underground Conductors from 150 feet to 300 feet \$3.03

7. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge:
  - A. Surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

Section 3. Purchased Power Cost Adjustment (PCA): A Purchased Power Cost Adjustment Charge (PCA) is established as set forth in Resolution No. 11-2024 (as amended from time to time), which is incorporated herein by reference.

Section 4. Surcharge For Service Outside The Municipal Limits: With respect to any residents, premises and/or users outside the corporate limits of the City of Lake Worth Beach, Florida, where such residents, premises and/or users now or hereafter have or use electrical utility service with the electrical system of the City of Lake Worth Beach, they shall be charged a rate for the electricity they use equal to the charge established for service to the residents, premises and/or users within the City of Lake Worth Beach, Florida, plus any applicable taxes or fees that are required in the Code of Ordinances or Resolutions of the specific jurisdiction in which those accounts reside. Such taxes and fees are collected by the City of Lake Worth Beach and remitted directly to the appropriate County or Municipal entity.

Section 5. Nothing in this resolution shall prohibit the City of Lake Worth Beach from entering into an agreement to provide electricity and electric utility services to or within any unit of government or governmental subdivision with terms and conditions other than contained herein.

Section 6. All resolutions or parts of resolutions in conflict herewith are expressly repealed.

Section 7. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 8. This resolution shall be in effect for billings issued on or after November 1, 2024.

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

Mayor Betty Resch  
Vice Mayor Sarah Malega  
Commissioner Christopher McVoy  
Commissioner Mimi May  
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and enacted on the 24<sup>th</sup> day of September 2024.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

**RESOLUTION NO. 41-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES, AND REGULATIONS FOR ALL ELECTRICITY SOLD BY THE CITY OF LAKE WORTH BEACH, FLORIDA FOR USE OF ELECTRIC LIGHT AND POWER SYSTEM; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Lake Worth Beach, Florida, is authorized and required to fix uniform and adequate rates for its service; and

**WHEREAS**, the rates set forth herein are just and equitable and serve a valid public purpose.

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

Section 1. Definitions: For the purpose of this resolution, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

- A. "Shall" is always mandatory and not merely directory.
- B. "Net Metering Accounts" are those customer accounts with the City's Electric Utility where the customer has applied to the City's Electric Utility; installed a Customer-Owned Renewable Generation System (as defined in the Net Metering Program Rules and Regulations); executed a City Interconnection Agreement; has been approved by the Electric Utility for interconnection with the City's electric system; and, remains in compliance with the City's Net Metering Program. All rates applicable to Net Metering Accounts are governed by Resolution No. 45-2019 (as may be amended from time to time).
- C. "Purchased Power Cost Adjustment" or "Power Cost Adjustment" (PCA) is defined in Resolution No. 11-2024 (as may be amended from time to time), which is incorporated herein by reference. The cost of electricity is affected by the price of fuel and the purchase price of power supply. The PCA is an adjustment charge caused by an increased or decreased in the cost to purchase or supply power to customers. It is shown on the customer's bill as a credit or a surcharge to the price per kilowatt hour. The customer's utility bill may have a credit, as the cost of power supply decreases, or it may have a surcharge when the costs increase.

Section 2. The following schedules shall be the rates charged and the regulations imposed by the City of Lake Worth Beach, Florida, on all electric power sold by the City of Lake Worth Beach, Florida for lighting, heating and power purposes, to wit:

- A. Regular Residential Electric (Schedule R-S)
  - 1. Designation: Regular Residential Electric

2. Applicable: For domestic electric purposes in private residences and individually metered apartments. Residential rates shall apply for electric energy used in commonly-owned facilities in condominiums and cooperative apartment buildings, subject to the following criteria:
  - a. 100% of the energy is used exclusively for the co-owner's benefit.
  - b. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
  - c. Each point of delivery will be separately metered and billed.
  - d. A responsible legal entity is established as the customer to whom the City of Lake Worth Beach can render its bills for said service.
  - e. A cooperative or condominium requesting residential rates shall apply for the rate and establish the above criteria.
3. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder. Recognized rooming houses, tourist homes and dwellings accommodating more than four paying guests supplied through a single meter will not be served under this schedule.
4. Service: Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
5. Monthly Rates:
  - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill.

Effective Date	10/1/2023	11/1/2024
Charge:	\$11.08	\$11.97

b. Energy Charge per kWh

Effective Date:	10/1/2023		11/1/2024	
	First 1,000 KWH's	Excess	First 1,000 KWH's	Excess
Base Energy	\$0.07245	0.09345	\$0.07825	\$0.10093
Power Cost Adjustment	0.02438	0.03438	\$0.02438	\$0.03438
Capacity	N/A	N/A	N/A	N/A
<b>Total</b>	<b>0.09683</b>	<b>0.12783</b>	<b>\$0.10263</b>	<b>\$0.13531</b>

6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be charged at \$40.00 per month.

B. Regular Commercial Service (Schedule C-S)

1. Designation: Regular Commercial Electric.

2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
  - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill.

Effective Date	10/1/2023	11/1/2024
Charge:	\$17.85	\$19.28

- b. Energy Charge per kWh.

Effective Date:	10/1/2023	11/1/2024
	All kWhs	All kWhs
Base Energy	\$0.09135	\$0.09866
Power Cost Adjustment	\$0.02648	\$0.02648
Capacity	N/A	N/A
<b>Total</b>	<b>\$0.11783</b>	<b>\$0.12514</b>

6. The rates listed above includes all administrative charges from the City of Lake Worth Beach.
  7. Purchased Power Cost Adjustment Charge:
    - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
  8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
  9. Minimum Bill: The minimum bill for electric use shall be \$57.00 per month for single phase service and \$113.00 per month for poly phase service.
- C. Demand Commercial Service (Schedule CD-S)
1. Designation: Demand Commercial Electric
  2. Applicable: For customers who qualifies for service under Schedule C-S above and has a peak demand of 25 kW or greater for three (3) consecutive months:
  3. Limitations: Auxiliary or stand-by service or resale not permitted hereunder.
  4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
  5. Monthly Rates:
    - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill.

Effective Date	10/1/2023	11/1/2024
Charge:	\$136.50	\$147.42

- b. Energy Charge per KWH

Effective Date:	10/1/2023		11/1/2024	
	All kWhs	Demand - KW	All kWhs	Demand - KW
Base Energy	\$0.05460	\$12.60	\$0.05897	\$13.61
Power Cost Adjustment	\$0.02648		\$0.02648	
Capacity Charge	N/A		N/A	
<b>Total</b>	<b>\$0.08108</b>	<b>\$12.60</b>	<b>\$0.08365</b>	<b>\$13.61</b>

6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
8. Power Factor Adjustment: When demand is measured with a kW meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
9. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
10. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
11. Minimum Bill: The minimum bill for electric use shall be \$284.00 per month.

D. Regular Time of Use Commercial Service (Schedule CT-S)

1. Designation: Time of Use Commercial Service
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
  - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill.

Effective Date	10/1/2023	11/1/2024
Charge:	\$31.50	\$34.02

b. Energy Charge:

Effective Date:	10/1/2023	11/1/2024
	Per kWh	Per kWh
Off Peak	\$0.08820	\$0.09526
On Peak	\$0.27300	\$0.29484

- i. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day. June



– September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.

6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$57.00 per month for single phase service and \$113.00 per month for poly phase service.

E. Time of Use Demand Commercial Service (Schedule CDT-S)

1. Designation: Time of Use Demand Commercial Service
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard 416 voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
  - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each Electric account receiving a bill.

Effective Date	10/1/2023	11/1/2024
Charge:	\$147.00	\$158.76

b. Energy Charge:

Effective Date:	10/1/2023	11/1/2024
	Per kWh	Per kWh
Off Peak	\$0.06510	\$0.07031
On Peak	\$0.25200	\$0.27216
Demand Charge	\$7.35 per kW	\$7.94 per kW

- i. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
- ii. Power Factor Adjustment: When demand is measured with a kW 438 meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
- iii. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day.
- iv. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In

addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.

6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$158.76 per month.

F. Electric Vehicle Charging Level II (Schedule EV2-S)

1. Designation: Electric Vehicle Charging Level II
2. Applicable: For City owned public electric vehicle Level II charging stations.
  - a. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
  - b. Each point of delivery will be separately metered and billed.
  - c. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
3. Energy Charge per kWh

Effective Date:	10/1/2023	11/1/2024
	<b>All KWH's</b>	<b>All KWH's</b>
Base Energy	\$0.07245	\$0.07825
Power Cost Adjustment	\$0.02438	\$0.02438
Capacity	N/A	N/A
<b>Total</b>	<b>\$0.09683</b>	<b>\$0.10263</b>

4. The rates listed above include all administrative charges from the City of Lake Worth Beach.
5. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
6. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

G. Private Area Lighting (Schedule L-P)

1. Designation: Private Area Lighting
2. Applicable: For year-round outdoor security lighting of yards, driveways, walkways, parking lots, parks, and other areas, under the following conditions:
  - a. Lights to be served hereunder shall be at locations that are easily and economically accessible to the City of Lake Worth Beach equipment and personnel for construction and maintenance.
  - b. Original location of lighting fixtures shall be by mutual agreement and shall not be located so as to create a public nuisance.
  - c. Any relocation requested by customer after installation shall be made at customer's expense. All new lighting units provided under this Schedule shall be the high pressure sodium vapor (conservation lighting) type.
3. Limitations:

- a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
- b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.
- 4. Service: Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day and maintenance of facilities. The City of Lake Worth Beach will replace all burned out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the customer that such work is necessary. The City of Lake Worth Beach shall be permitted to enter the customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities. Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
- 5. Term of Service: Not less than one (1) year.
- 6. Monthly Rates: A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
  - a. Standard Lighting:

Description Unit Cost per Month

	Effective Date:	
	10/1/2023	11/1/2024
175 Watt (7,000 Lumen) Mercury –Vapor Street Light Unit on Existing Pole	\$12.82	\$13.85
400 Watt (20,500 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$20.11	\$21.72
1,000 Watt (55,000 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$39.56	\$42.72
100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$10.43	\$11.26
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$14.97	\$16.17
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$17.90	\$19.33
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$18.01	\$19.45
48 Watt LED Street Light Unit on Existing Pole	\$9.45	\$10.21
70 Watt LED Street Light Unit on Existing Pole	\$10.19	\$11.01
80 Watt LED Street Light Unit on Existing Pole	\$10.19	\$11.01
101 Watt LED Street Light Unit on Existing Pole	\$17.12	\$18.49
110 Watt LED Street Light Unit on Existing Pole	\$17.12	\$18.49
133 Watt LED Street Light Unit on Existing Pole	\$17.12	\$18.49
150 Watt LED Street Light Unit on Existing Pole	\$17.12	\$18.49
Wood Pole and span of Overhead Conductors or Pole used only for Light	\$10.50	\$11.34
Concrete Pole and Span of Overhead Conductors or Pole used only for Light	\$15.75	\$17.01
Underground Conductors up to 150 feet	\$1.40	\$1.51
Underground Conductors from 150 feet to 300 feet	\$2.81	\$3.03

- 7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
- 8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

H. Street Lighting (Schedule L-S)

- 1. Designation: Street Lighting
- 2. Applicable: For lighting of public right-of ways.
- 3. Limitations:
  - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
  - b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.
  - c. Should the City of Lake Worth Beach be required by the customer to replace the street light(s) with a light (or lights) of another type or rating, then the customer may be required to pay the estimated labor, vehicle use and other direct costs involved in replacing the fixtures.
- 4. Service: Service includes lamp renewals, energy from approximately dusk each day until dawn the following day and maintenance of City of Lake Worth Beach owned street lighting systems.
- 5. Term of Service: For not less than ten (10) years for City of Lake Worth Beach facilities or customer will be required to pay depreciated cost of installed facilities plus cost of removal.
- 6. Monthly Rates:
  - a. A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
  - b. Conservation Lighting:

Description Unit Cost per Month

	Effective Date:	10/1/2023	11/1/2024
100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole		\$8.24	\$8.90
150 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole		\$9.80	\$10.58
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole		\$12.87	\$13.90
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole		\$15.95	\$17.23
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole		\$17.94	\$19.38
48 Watt LED Street Light Unit on Existing Pole		\$9.45	\$10.21
70 Watt LED Street Light Unit on Existing Pole		\$10.19	\$11.01
80 Watt LED Street Light Unit on Existing Pole		\$10.19	\$11.01
101 Watt LED Street Light Unit on Existing Pole		\$17.12	\$18.49
110 Watt LED Street Light Unit on Existing Pole		\$17.12	\$18.49
133 Watt LED Street Light Unit on Existing Pole		\$17.12	\$18.49
150 Watt LED Street Light Unit on Existing Pole		\$17.12	\$18.49

- c. Appurtenances:

Description Unit Cost per Month

Wood Pole and span of Overhead Conductors \$11.34 or Pole used only for Light  
Concrete Pole and Span of Overhead Conductors \$17.01 or Pole used only for Light  
Underground Conductors up to 150 feet \$1.51  
Underground Conductors from 150 feet to 300 feet \$3.03

7. Purchased Power Cost Adjustment Charge:
  - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge:
  - A. Surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

Section 3. Purchased Power Cost Adjustment (PCA): A Purchased Power Cost Adjustment Charge (PCA) ~~is shall be established~~ as set forth in Resolution No. 11-2024 (as amended from time to time), which is incorporated herein by reference for a projected 3 month period for energy sales during that period as follows:

Section 4. Surcharge For Service Outside The Municipal Limits: With respect to any residents, premises and/or users outside the corporate limits of the City of Lake Worth Beach, Florida, where such residents, premises and/or users now or hereafter have or use electrical utility service with the electrical system of the City of Lake Worth Beach, they shall be charged a rate for the electricity they use equal to the charge established for service to the residents, premises and/or users within the City of Lake Worth Beach, Florida, plus any applicable taxes or fees that are required in the Code of Ordinances or Resolutions of the specific jurisdiction in which those accounts reside. Such taxes and fees are collected by the City of Lake Worth Beach and remitted directly to the appropriate County or Municipal entity.

Section 5. Nothing in this resolution shall prohibit the City of Lake Worth Beach from entering into an agreement to provide electricity and electric utility services to or within any unit of government or governmental subdivision with terms and conditions other than contained herein.

Section 6. All resolutions or parts of resolutions in conflict herewith are expressly repealed.

Section 7. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 8. This resolution shall be in effect for billings issued on or after November 1, 2024.

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

- Mayor Betty Resch
- Vice Mayor Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Mimi May
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and enacted on the 24<sup>th</sup> day of September 2024.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Comparison of Existing and Proposed Residential Service Rates [1]**

			Residential Service	
			Existing	Proposed 2025
Customer Charge		(\$)	\$11.08	\$11.97
Energy Charge	First 1,000 kWh	(\$/kWh)	\$0.07245	\$0.07825
Energy Charge	Additional kWh	(\$/kWh)	\$0.09345	\$0.10093
PCA [2]	First 1,000 kWh	(\$/kWh)	\$0.02438	\$0.02438
PCA [2]	Additional kWh	(\$/kWh)	\$0.03438	\$0.03438

Usage (kWh)	Existing		Proposed 2025		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>500</b>	59.50	11.899	<b>63.29</b>	12.657	3.79	0.758
<b>600</b>	69.18	11.530	<b>73.55</b>	12.258	4.37	0.728
<b>700</b>	78.86	11.266	<b>83.81</b>	11.973	4.95	0.707
<b>800</b>	88.54	11.068	<b>94.07</b>	11.759	5.53	0.691
<b>900</b>	98.23	10.914	<b>104.34</b>	11.593	6.11	0.679
<b>1,000</b>	107.91	10.791	<b>114.60</b>	11.460	6.69	0.669
<b>1,100</b>	120.69	10.972	<b>128.13</b>	11.648	7.44	0.676
<b>1,200</b>	133.48	11.123	<b>141.66</b>	11.805	8.19	0.682
<b>1,300</b>	146.26	11.251	<b>155.19</b>	11.938	8.93	0.687
<b>1,400</b>	159.04	11.360	<b>168.72</b>	12.052	9.68	0.692
<b>1,500</b>	171.83	11.455	<b>182.26</b>	12.150	10.43	0.695
<b>2,000</b>	235.74	11.787	<b>249.91</b>	12.496	14.17	0.708
<b>2,500</b>	299.66	11.986	<b>317.57</b>	12.703	17.91	0.716
<b>3,000</b>	363.57	12.119	<b>385.22</b>	12.841	21.65	0.722
<b>4,000</b>	491.40	12.285	<b>520.53</b>	13.013	29.13	0.728
<b>5,000</b>	619.23	12.385	<b>655.84</b>	13.117	36.61	0.732

[1] Amounts shown reflect single phase, inside the City service.

[2] Power Cost Adjustment effective March 2024.

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Comparison of Existing and Proposed General Service Non-Demand Rates [1]**

				<b>General Service Non-Demand</b>	
				<b>Existing</b>	<b>Proposed 2025</b>
Customer Charge			(\$)	\$17.85	\$19.28
Energy Charge	All kWh		(\$/kWh)	\$0.09135	\$0.09866
Power Cost Adjustment [2]			(\$/kWh)	\$0.02648	\$0.02648

Usage (kWh)	Existing		Proposed 2025		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>1,000</b>	135.68	13.568	144.42	14.442	8.74	0.874
<b>1,250</b>	165.14	13.211	175.71	14.056	10.57	0.845
<b>1,500</b>	194.60	12.973	206.99	13.799	12.40	0.826
<b>1,750</b>	224.05	12.803	238.28	13.616	14.22	0.813
<b>1,900</b>	241.73	12.722	257.05	13.529	15.32	0.806
<b>2,000</b>	253.51	12.676	269.56	13.478	16.05	0.803
<b>3,000</b>	371.34	12.378	394.70	13.157	23.36	0.779
<b>4,000</b>	489.17	12.229	519.84	12.996	30.67	0.767
<b>5,000</b>	607.00	12.140	644.98	12.900	37.98	0.760
<b>6,000</b>	724.83	12.081	770.12	12.835	45.29	0.755
<b>7,000</b>	842.66	12.038	895.26	12.789	52.60	0.751
<b>8,000</b>	960.49	12.006	1,020.40	12.755	59.91	0.749
<b>9,000</b>	1,078.32	11.981	1,145.54	12.728	67.22	0.747
<b>10,000</b>	1,196.15	11.962	1,270.68	12.707	74.53	0.745

[1] Amounts shown reflect single phase, inside the City service.

[2] Power Cost Adjustment effective March 2024.



**CITY OF LAKE WORTH BEACH, FLORIDA**  
**Electric Cost of Service Study**

**Comparison of Existing and Proposed Rates for General Service Demand [1]**

		<b>General Service Demand</b>	
		<b>Existing</b>	<b>Proposed 2025</b>
Customer Charge	(\$)	\$136.50	\$147.42
Demand Charge	(\$/kW)	\$12.60	\$13.61
Energy Charge	All kWh (\$/kWh)	\$0.05460	\$0.05897
Power Cost Adjustment [2]	(\$/kWh)	\$0.02648	\$0.02648

Demand (kW)	Hours	Usage (kWh)	Existing		Proposed 2025		Difference	
			Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
<b>30</b>	<b>200</b>	<b>6,000</b>	1,000.98	16.683	<b>1,068.42</b>	17.807	67.44	1.124
	<b>300</b>	<b>9,000</b>	1,244.22	13.825	<b>1,324.77</b>	14.720	80.55	0.895
	<b>400</b>	<b>12,000</b>	1,487.46	12.396	<b>1,581.12</b>	13.176	93.66	0.781
<b>150</b>	<b>200</b>	<b>30,000</b>	4,458.90	14.863	<b>4,752.42</b>	15.841	293.52	0.978
	<b>300</b>	<b>45,000</b>	5,675.10	12.611	<b>6,034.17</b>	13.409	359.07	0.798
	<b>400</b>	<b>60,000</b>	6,891.30	11.486	<b>7,315.92</b>	12.193	424.62	0.708
<b>500</b>	<b>200</b>	<b>100,000</b>	14,544.50	14.545	<b>15,497.42</b>	15.497	952.92	0.953
	<b>300</b>	<b>150,000</b>	18,598.50	12.399	<b>19,769.92</b>	13.180	1,171.42	0.781
	<b>400</b>	<b>200,000</b>	22,652.50	11.326	<b>24,042.42</b>	12.021	1,389.92	0.695

[1] Amounts shown reflect inside the City service, and exclude any applicable primary service discount or power factor correction.  
 [2] Power Cost Adjustment effective March 2024.



## Electric Rates Effective November 1, 2024

### Residential Service

Customer Charge	\$11.97 /month	
Energy Charges:	First 1,000 kWh	Additional kWh
Base Energy Charge	\$0.07825 / kWh	\$0.10093 / kWh
Power Cost Adjustment	\$0.02438 / kWh	\$0.03438 / kWh
Total Energy Charges	\$0.10263 / kWh	\$0.13531 / kWh
Minimum Bill:	\$40.00	

### Commercial Service

Customer Charge	\$19.28 /month
Energy Charges:	
Base Energy Charge	\$0.09866 / kWh
Power Cost Adjustment	\$0.02648 / kWh
Total Energy Charges	\$0.12514 / kWh
Minimum Bill Single Phase Service:	\$57.00
Minimum Bill Poly Phase Service:	\$113.00

### Commercial Demand Service

Customer Charge	\$147.42 /month
Demand Charge	\$13.61 /kW
Energy Charges:	
Base Energy Charge	\$0.05897 / kWh
Power Cost Adjustment	\$0.02648 / kWh
Total Energy Charges	\$0.08365 / kWh
Minimum Bill:	\$284.00

### Time of Use Commercial Service

Customer Charge	\$34.02 /month
Energy Charges:	
Off-Peak Energy Charge	\$0.09526 / kWh
On-Peak Energy Charge	\$0.29484 / kWh
Power Cost Adjustment	\$0.02648 / kWh
Minimum Bill Single Phase Service:	\$57.00
Minimum Bill Poly Phase Service:	\$113.00

### Time of Use Commercial Demand Service

Customer Charge	\$158.76 /month
Demand Charge	\$7.94 /kW
Energy Charges:	
Off-Peak Energy Charge	\$0.07031 / kWh
On-Peak Energy Charge	\$0.27216 / kWh
Power Cost Adjustment	\$0.02648 / kWh
Minimum Bill:	\$158.76

### Electric Vehicle Charging Level II

Energy Charges:	
Base Energy Charge	\$0.07825 / kWh
Power Cost Adjustment	\$0.02438 / kWh
Total Energy Charges	\$0.10263 / kWh

### PURCHASE POWER COST ADJUSTMENT (PCA)

Purchased Power Cost Adjustment (PCA): The PCA shall be established for a projected three (3) month period for energy sales during that period as follows:

**PCA = A / D**, where:

**A** = The projected purchased power costs for the projected three (3) month period comprised of costs such as the FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity, energy and directly related costs, Lake Worth Beach electric utility power generating fuel, and transmission costs.

**D** = The projected total retail sales in MWh for the projected three (3) month period.

The PCA may be decreased or increased by the City Commission.

### Private Area Lighting

175 W Mercury Vapor	\$13.85 /month
400 W Mercury Vapor	\$21.72 /month
1,000 W Mercury Vapor	\$42.72 /month
100 W Sodium Vapor	\$11.26 /month
250 W Sodium Vapor	\$16.17 /month
360 W Sodium Vapor	\$19.33 /month
400 W Sodium Vapor	\$19.45 /month
48 W LED	\$10.21 /month
70 W LED	\$11.01 /month
80 W LED	\$11.01 /month
101 W LED	\$18.49 /month
110 W LED	\$18.49 /month
133 W LED	\$18.49 /month
150 W LED	\$18.49 /month
Wood Pole and Span	\$11.34 /month
Concrete Pole and Span	\$17.01 /month
Underground Conductors:	
Up to 150 ft	\$1.51 /ft/month
150-300 ft	\$3.03 /ft/month

### Street Lighting

100 W Sodium Vapor	\$8.90 /month
150 W Sodium Vapor	\$10.58 /month
250 W Sodium Vapor	\$13.90 /month
360 W Sodium Vapor	\$17.23 /month
400 W Sodium Vapor	\$19.38 /month
48 W LED	\$10.21 /month
70 W LED	\$11.01 /month
80 W LED	\$11.01 /month
101 W LED	\$18.49 /month
110 W LED	\$18.49 /month
133 W LED	\$18.49 /month
150 W LED	\$18.49 /month
Wood Pole and Span	\$11.34 /month
Concrete Pole and Span	\$17.01 /month
Underground Conductors:	
Up to 150 ft	\$1.51 /ft/month
150-300 ft	\$3.03 /ft/month

The lighting rates shown above do not include the Power Cost Adjustment of \$0.02438 per kWh.

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Electric Utility

**TITLE:**

Resolution No. 42-2024 – Electric Utility Storm Fund

**SUMMARY:**

Creation of an Electric Utility Storm Fund

**BACKGROUND AND JUSTIFICATION:**

As an outcome of City's annual budget process and review of fund reserves it has been determined that City's Electric Utility Enterprise Fund should be augmented with sufficient funds to withstand the impacts of unforeseen large expenses associated with repairs required as an outcome of storm events. Accordingly, City Staff, Financial Advisors, and Commission have expressed a desire to see the City implement an Electric Utility Storm Fund ("Storm Fund") for the purpose of reserving for and paying for extraordinary costs associated with repairs to the City's electric utility infrastructure due to storm events.

City Commission has previously directed that \$500,000 of Electric Utility Power Cost Adjustment ("PCA") revenues be deposited in a Storm Fund to begin the process of building fund balance. In order to continue to build Storm Fund balance City Commission reached a consensus that an Electric Utility Storm Fund Surcharge ("Storm Fund Surcharge") be billed to City's Electric Utility customers in the amount of \$5.00 per month per electric utility account until such time as the Storm Fund Balance reaches a satisfactory amount. Based on prior storm events such as Irma and Dorian Staff has suggested achieving a Storm Fund balance of \$4 million, after which billing for the Storm Fund Surcharge shall be ceased. The Storm Fund Surcharge would then remain at zero until such time that the City Commission determines that the Storm Fund needs to be increased.

It is anticipated that the desired level of Storm Fund can be achieved over an estimated period of twenty-four (24) months based on the current numbers of Electric Utility Customers, anticipated customer growth, and interest on Storm Fund balance.

**MOTION:**

Move to approve/disapprove Resolution No. 42-2024 – Electric Utility Storm Fund to be implemented effective December 1, 2024, with an amount of \$5.00 per month added to all electric utility bills regardless of monthly usage.

**ATTACHMENT(S):**

Fiscal Impact Analysis-see Exhibit A  
Resolution 42-2024  
Exhibit A (Transfer Requests)

**RESOLUTION NO. 42-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ESTABLISHING A FIVE DOLLAR (\$5.00) STORM FUND SURCHARGE TO BE ASSESSED TO ALL ELECTRIC UTILITY CUSTOMERS EACH MONTH FOR EACH ELECTRIC UTILITY ACCOUNT TO ENHANCE THE CITY'S EMERGENCY PREPAREDNESS WITH A DEDICATED STORM FUND ACCOUNT BALANCE FOR SWIFT AND EFFECTIVE FINANCIAL RESPONSES TO STORM-RELATED DAMAGE; AND, PROVIDING FOR REPEAL OF CONFLICTS AND AN EFFECTIVE DATE**

**WHEREAS**, the Electric Utility of the City of Lake Worth Beach desires to maintain rates competitive with other utilities and mitigate against potential and sudden increased costs to its customers for storm-related preparedness and damage to the City's Electric Utility infrastructure ("Storm Damage"); and

**WHEREAS**, in 2023, the City Commission through Resolution No. 52-2023 established an Electric Utility Storm Fund ("Storm Fund") to enhance the City's emergency preparedness by providing a dedicated financial mechanism for swift and effective responses to Storm Damage; and

**WHEREAS**, Resolution No. 52-2023 also transferred \$500,000 from the Electric Utility excess Power Cost Adjustment (PCA) revenues into the dedicated Storm Fund account; and

**WHEREAS**, the City Commission and the Electric Utility recognize that Storm Damage has in the past and will in the future likely exceed the current Storm Fund account balance of \$500,000; and

**WHEREAS**, at its August 2024 utility meeting, the City Commission reached a consensus that a surcharge for the Storm Fund ("Storm Fund Surcharge") should be billed to the City's Electric Utility customers in the amount of \$5.00 per month per electric utility account until such time as the Storm Fund balance reaches a satisfactory amount; and

**WHEREAS**, based on prior storm events such as Irma and Dorian, the Electric Utility staff has suggested achieving a Storm Fund balance of \$4 million; and,

**WHEREAS**, it is anticipated that the \$4 million desired level of Storm Fund balance can be achieved over an estimated period of twenty-four (24) months based on the current numbers of Electric Utility customers, anticipated customer growth, and interest on the Storm Fund balance; and

**WHEREAS**, once the Storm Fund balance reaches \$4 million, billing for the Storm Fund Surcharge will cease until such time as the City Commission determines that the Storm Fund balance needs to be increased and/or a new Storm Fund

Surcharge assessed; and

**WHEREAS**, the City Commission believes it is in the best interests of the customers of the City’s Electric Utility to increase the Storm Fund balance through a Storm Fund Surcharge assessed until the Storm Fund balance is \$4 million; and,

**WHEREAS**, the City Commission finds establishing this Resolution serves a valid public purpose.

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

**Section 1.** The foregoing recitals are adopted by reference as true and correct findings of the City Commission.

**Section 2.** The City hereby establishes a Storm Fund Surcharge to be billed to the City’s Electric Utility customers in the amount of \$5.00 per month per electric utility account until such time as the Storm Fund balance reaches \$4 million. Once the Storm Fund balance reaches \$4 million, the Storm Fund Surcharge shall cease to be charged. The Storm Fund Surcharge shall be in addition to all other rates, charges, and fees the City charges to its Electric Utility customers.

**Section 3.** All resolutions or parts of resolutions are hereby amended to the extent that they are in conflict with this Resolution.

**Section 4.** This Resolution shall become effective immediately upon passage and shall apply to all electric utility billing as of **December 1, 2024**.

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

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Reinaldo Diaz
- Commissioner Mimi May

The Mayor thereupon declared this resolution duly passed and adopted on the 24<sup>th</sup> day of September 2024.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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Melissa Ann Coyne, MMC, City Clerk

EXHIBIT A – Transfer Requests

	<b>FY'25</b>	<b>FY'26</b>	<b>FY'27</b>	<b>Total</b>
Proposed Effective Date	12/1/2024	10/1/2025	10/1/2026	
Storm Fund Fee	5.00	5.00	5.00	
Duration Months	10	12	3	
Total Electric Customers	28000	<b>28000</b>	<b>28000</b>	
<b>Proposed Funds to Collect</b>	<b>\$ 1,400,000.00</b>	<b>\$ 1,680,000.00</b>	<b>\$ 420,000.00</b>	<b>\$ 3,500,000.00</b>

We already have \$500,000 in account #401-9010-581.91-11; total collected funds will be \$4M.



# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Water Utilities

**TITLE:**

Contract with B&B Underground Construction, Inc. for Construction Services for the Parrot Cove Stormwater Improvements Project

**SUMMARY:**

Request for approval of the Contract with B&B Underground Construction, Inc. for construction services for the Parrot Cove Stormwater Improvements Project at a cost not to exceed \$1,222,715.00.

**BACKGROUND AND JUSTIFICATION:**

The City issued an Invitation for Bids (IFB #24-111) seeking bids from qualified contractors for the Parrot Cove Stormwater Improvements Project. Five qualified responses were received. B&B Underground Construction, Inc., one (1) of the five (5) vendors to bid, was found to be responsive and responsible and was ultimately recommended for the award.

The City's Water Utilities Department has designed a stormwater improvements project to rehabilitate storm piping and install tidal check valves at four stormwater outfalls along the coastline of the Lake Worth Beach Golf Course. The improvements will reduce tidal influence in the upstream stormwater management system and reduce flooding problems in the surrounding area.

The construction duration of this project is estimated at 254 days.

Based on the results of the review of the bids submitted in response to IFB #24-111, B&B Underground Construction, Inc. is being recommended to provide the construction services for the Parrot Cove Stormwater Improvements Project at a cost not to exceed \$1,222,715.00 and is in the best interest of the City.

**MOTION:**

Move to approve/disapprove the Contract with B&B Underground Construction, Inc. for construction services for the Parrot Cove Stormwater Improvements Project at a cost not to exceed \$1,222,715.00

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Contract  
Bid Tab



**City of Lake Worth Beach  
IFB#24-111  
Parrot Cove Stormwater Improvements Project**

**00500  
AGREEMENT**

THIS AGREEMENT is dated and will be effective on the \_\_\_\_\_ in the year 2024, by and between the City of Lake Worth Beach (hereinafter called Owner) and **B&B Underground Construction Inc** (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK.**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Parrot Cove Stormwater Improvements Project for the City of Lake Worth Beach Water Utilities.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: Parrot Cove Stormwater Improvements Project for the City of Lake Worth Beach Water Utilities.

**ARTICLE 2. ENGINEER**

The Project has been designed by **Craig A. Smith & Associates** who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME.**

3.1 The Work will be substantially completed within 240 days from the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 254 days from the date when the Contract Time commences to run.

3.2 All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**3.3 LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred 00/100 dollars (\$ 500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect,**

**refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.**

3.4 In the Owner's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

#### **ARTICLE 4. CONTRACT PRICE.**

4.1 Owner shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

**TOTAL OF ALL UNIT PRICES One Million Two Hundred Twenty-Two Thousand Seven Hundred Fifteen Dollars (\$ 1,222,715.00)** which is based on the unit price(s) in the Bid Form Unit Price Schedule.

#### **ARTICLE 5. PAYMENT PROCEDURES.**

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 PROGRESS PAYMENTS. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10<sup>th</sup> day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract Documents.

5.1.1 Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2023), except as provided herein. Specifically, the City will withhold five percent (5%) of each payment from a City issued work order to the Contractor as retainage until fifty percent (50%) of the work is completed by the Contractor. After fifty percent (50%) of the work is completed, upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage not to exceed fifty percent (50%) of the total retainage amount. Within twenty (20) business days of the finalization of the punch-list described below and upon receipt of a payment request from the Contractor, the City will pay the Contractor all retainage held less an amount equal to 150% of the estimated cost to complete the items on the list. Upon completion of all items on the finalized punch-list, the Contractor may submit a request for release of all retainage.

5.1.2 In accordance with section 218.735(7), Florida Statutes (2023), at least five (5) days prior to reaching substantial completion, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request.

AGREEMENT

00500-2

The Contractor's proposed punch-list must include all items of work which remain to be completed and the estimated cost to complete each work item on the list. Upon receipt of the Contractor's proposed punch-list, the City will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the City does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the City. The City's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties within 30-days of the Contractor reaching substantial completion. Once the punch-list is accepted by the City and finalized by the City's Contract Administrator or designee, the Contractor shall have five (5) days to complete all items on the finalized punch-list. The failure of either party to include any corrective work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all construction services purchased under the applicable work order. The Contractor's proposed punch-list and modifications by the City may be by informal written notice (e.g., email, fax, or hand-delivery); however, proof of delivery shall be kept by the party providing the informal written notice to the other party.

5.2 FINAL PAYMENT. Upon final completion and acceptance of the work in accordance with the Contract Documents and paragraph 15.06 of General Conditions (including all punch-list items and settlement of all claims, including liquidated damages,) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Owner), the Contractor shall submit a "final invoice" to the Owner. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the Owner. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Owner shall pay the remainder of the work order price including any amount held as retainage.

5.2.1 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute made in writing, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a written claim or demand by the City.

5.2.2 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

## **ARTICLE 6. INTEREST.**

6.1 All payments due and not made within the time prescribed by section 218.735, Florida Statutes, shall bear interest at the rate of 1 percent per month in accordance with section 218.735, Florida Statutes, as amended from time to time.

## **ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.

7.2 Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

7.3 Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

7.4 Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.

7.5 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent 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 Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.6 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent 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 will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.7 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

7.8 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 and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.9 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

7.10 Contractor acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

7.11 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.12 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

#### **ARTICLE 8. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following:

8.1 This Agreement consisting of 12 pages.

8.2 Exhibits to this Agreement identified as:

- a. The Project Manual (pages 1 to 274, inclusive);
- b. Contractor's Bid (page 00300-1 to 00300-15 inclusive);
- c. Permits (pages \_\_\_\_ to \_\_\_\_, inclusive);
- d. Other: \_\_\_\_\_

8.3 Performance Bond and Payment Bond consisting of 3 pages (plus Power of Attorney Forms as applicable).

8.4 Notice of Award and Notice to Proceed.

8.5 General Conditions consisting of 72 pages.

8.6 Supplementary Conditions consisting of 6 pages.

8.7 Bid documents as listed in the table of contents of the Project Manual.

8.8 Project Specifications consisting of 274 pages.

8.9 Drawings not attached hereto but are listed in 00860 List of Drawings.

8.10 Addenda numbers 1 to 1, inclusive.

8.11 Contractor's Bid consisting of 14 pages.

8.12 Documentation submitted by Contractor prior to Notice of Award.

8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

8.14 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

8.15 Any other document attached hereto or incorporated herein by the Owner.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

*Governing Order of Contract Documents* - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the contract.

1. Agreement
2. Addenda
3. Instructions to Bidders
4. Special Conditions
5. Supplementary Conditions
6. General Conditions
7. Technical Specifications
8. Details
9. City Standard Details
10. Drawings/Plans
11. Bid Form

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

## **ARTICLE 9. MISCELLANEOUS.**

9.1 *Terms.* Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.2 *Assignment.* Unless expressly agreed to elsewhere in the Contract documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.



9.3 *Successors and assigns.* Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 *Public entity crimes.* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.6 *Inspector General.* In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.7 *Waiver.* Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 *Waiver of jury trial.* 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 THE CONTRACT DOCUMENTS.

9.9 *Independent Contractor.* The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 *Access and audits.* The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.11 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.12 *Public Records Law.* Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records required by the Owner to perform the service.
- b) Upon request from the Owner's custodian of public records, provide the Owner 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 the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner.
- d) Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and 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 Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV) OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

9.13 *Enforcement costs.* If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

9.14 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

9.15 *Assignment of warranties.* Contractor shall assign to Owner all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to

consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to Owner.

9.16 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.17 *Construction defects.* PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.18 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.19 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of this Agreement, the Owner may immediately terminate this Agreement upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

9.20 *E-Verify.* Pursuant to Section 448.095(2), Florida Statutes, 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 CONTRACTORS (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Contractors' newly hired employees;
- b. Secure an affidavit from all CONTRACTORS (providing services or receiving funding under this Agreement) stating that the CONTRACTOR does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

AGREEMENT

00500-9

- c. Maintain copies of all CONTRACTOR affidavits for the duration of this Agreement and provide the same to the City upon request;
- d. Comply fully, and ensure all CONTRACTORS 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 Agreement; and,
- f. Be aware that if the City terminates this Agreement 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 Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

9.21 *Scrutinized Companies.* CONTRACTOR certifies that it 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 Agreement 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 Agreement.

- a. If this Agreement 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 the Scrutinized Companies with Activities in Iran Terrorism Sectors 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 Agreement 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 the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- b. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
- d. 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.
- e. 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.

9.22 *Compliance With Section 787.06.* By signing the Agreement awarded under this solicitation before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four parts. Two counterparts have been delivered to Owner, and one counterpart each to Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

CITY OF LAKE WORTH BEACH, FLORIDA

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

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

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **B&B Underground Construction Inc**

By: [Signature]

[Corporate Seal]

Print Name: STEPHEN DECKER

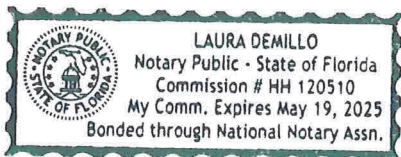
Title: PRESIDENT

STATE OF FLORIDA )  
COUNTY OF DADE BEACH )

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 24 day of AUGUST 2024, by STEPHEN DECKER, as the PRESIDENT [title] of \_\_\_\_\_ [vendor's name], a **B&B Underground Construction Inc, Florida Corporation**, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **B&B Underground Construction Inc** to the same.

[Signature]  
Notary Public Signature

Notary Seal:



AGREEMENT  
00500-11





**City of Lake Worth Beach**

**IFB#24-111 Parrot Cove Stormwater Improvements Project**

**Bid Tabulation**

				JOHNSON-DAVIS, INC.		DAVID MANCINI & SONS, Inc.		FERREIRA CONSTRUCTION COMPANY, INC.		FG CONSTRUCTION, LLC		B&B UNDERGROUND CONSTRUCTION, INC.	
ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
<b>GENERAL</b>													
1	Mobilization and Demobilization	LS	1	\$51,000.00	\$51,000.00	\$670,000.00	\$670,000.00	\$14,000.00	\$14,000.00	\$129,913.99	\$129,913.99	\$60,000.00	\$60,000.00
2	Maintenance of Traffic	LS	1	\$11,000.00	\$11,000.00	\$7,000.00	\$7,000.00	\$17,000.00	\$17,000.00	\$8,189.20	\$8,189.20	\$1,000.00	\$1,000.00
3	Survey stakeouts and Asbuilts	LS	1	\$7,500.00	\$7,500.00	\$27,500.00	\$27,500.00	\$31,250.00	\$31,250.00	\$12,571.01	\$12,571.01	\$2,000.00	\$2,000.00
4	Testing	LS	1	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$5,450.00	\$5,450.00	\$3,233.27	\$3,233.27	\$3,000.00	\$3,000.00
5	Clearing and Grubbing	LS	1	\$25,000.00	\$25,000.00	\$245,500.00	\$245,500.00	\$29,850.00	\$29,850.00	\$25,003.40	\$25,003.40	\$20,000.00	\$20,000.00
6	Erosion Control/SWPPP/All Permit Fees	LS	1	\$20,000.00	\$20,000.00	\$31,000.00	\$31,000.00	\$29,650.00	\$29,650.00	\$5,759.60	\$5,759.60	\$6,000.00	\$6,000.00
<b>Subtotal</b>				\$118,500.00		\$986,000.00		\$127,200.00		\$184,670.47		\$92,000.00	
<b>DEMOLITION</b>													
7	Remove Drainage Pipe. Including full restoration.	LF	80	\$140.00	\$11,200.00	\$231.50	\$18,520.00	\$2,055.00	\$164,400.00	\$148.59	\$11,887.20	\$100.00	\$8,000.00
<b>Subtotal</b>				\$11,200.00		\$18,520.00		\$164,400.00		\$11,887.20		\$8,000.00	
<b>DRAINAGE IMPROVEMENTS</b>													
8	Drainage Manhole M-6 w/ USF 1120T slab type ring & cover, sealed and watertight. Including full restoration. <b>9th Ave Location</b>	EA	1	\$17,500.00	\$17,500.00	\$37,000.00	\$37,000.00	\$26,780.00	\$26,780.00	\$9,433.25	\$9,433.25	\$40,000.00	\$40,000.00
9	Drainage Manhole M-7 w/ USF 1120T slab type ring & cover, sealed and watertight. Including full restoration. <b>8th Ave Location</b>	EA	1	\$21,000.00	\$21,000.00	\$42,500.00	\$42,500.00	\$31,425.00	\$31,425.00	\$11,040.53	\$11,040.53	\$45,000.00	\$45,000.00
10	6' x 8' Maintenance Structure w/ Halliday Products HP Series S25 (300 psf) or Approved Equal including double hatches, spring assist, lockable hinged protective grating. Including full restoration and hedges. (Min. clear opening of 5.5' x 7.5' required). <b>9th Ave Location</b>	EA	1	\$45,000.00	\$45,000.00	\$69,000.00	\$69,000.00	\$86,890.00	\$86,890.00	\$33,288.16	\$33,288.16	\$55,000.00	\$55,000.00
11	6' x 8' Maintenance Structure w/ Halliday Products HP Series S25 (300 psf) or Approved Equal including double hatches, spring assist, lockable hinged protective grating. Including full restoration and hedges. (Min. clear opening of 5.5' x 7.5' required). <b>8th Ave Location</b>	EA	1	\$45,000.00	\$45,000.00	\$69,000.00	\$69,000.00	\$84,775.00	\$84,775.00	\$33,543.16	\$33,543.16	\$60,000.00	\$60,000.00
12	8' x 10' Maintenance Structure w/ Halliday Products HP Series S25 (300 psf) or Approved Equal including double hatches, spring assist, lockable hinged protective grating. Including full restoration and hedges. (Min. clear opening of 7.5' x 9.5' required). <b>4th Ave Location</b>	EA	1	\$95,000.00	\$95,000.00	\$107,000.00	\$107,000.00	\$107,500.00	\$107,500.00	\$50,318.27	\$50,318.27	\$100,000.00	\$100,000.00
13	42" RCP (Including full restoration)	LF	10	\$1,500.00	\$15,000.00	\$2,307.00	\$23,070.00	\$2,985.00	\$29,850.00	\$600.59	\$6,005.90	\$2,600.00	\$26,000.00
14	48" RCP (Including full restoration)	LF	10	\$2,000.00	\$20,000.00	\$2,450.00	\$24,500.00	\$3,070.00	\$30,700.00	\$678.66	\$6,786.60	\$2,700.00	\$27,000.00
15	60" RCP (Including full restoration)	LF	10	\$3,000.00	\$30,000.00	\$8,330.00	\$83,300.00	\$3,350.00	\$33,500.00	\$1,137.32	\$11,373.20	\$3,000.00	\$30,000.00
16	Connect to Existing Drainage (Including full restoration)	EA	6	\$10,000.00	\$60,000.00	\$8,600.00	\$51,600.00	\$7,945.00	\$47,670.00	\$2,494.33	\$14,965.98	\$5,000.00	\$30,000.00
17	Clearing and Cutting Vegetation at outfall locations (see plans)	SY	1,601	\$25.00	\$40,025.00	\$27.50	\$44,027.50	\$70.00	\$112,070.00	\$29.81	\$47,725.81	\$15.00	\$24,015.00
18	42" Ultraflex Checkmate Inline CheckValve or Approved Equal (Installed Complete)	EA	1	\$86,000.00	\$86,000.00	\$126,000.00	\$126,000.00	\$73,250.00	\$73,250.00	\$68,707.12	\$68,707.12	\$55,600.00	\$55,600.00
19	48" Ultraflex Checkmate Inline CheckValve or Approved Equal (Installed Complete)	EA	1	\$127,500.00	\$127,500.00	\$174,000.00	\$174,000.00	\$108,295.00	\$108,295.00	\$117,932.80	\$117,932.80	\$69,400.00	\$69,400.00
20	72" Ultraflex Checkmate Inline CheckValve or Approved Equal (Installed Complete)	EA	1	\$248,775.00	\$248,775.00	\$452,500.00	\$452,500.00	\$297,920.00	\$297,920.00	\$310,997.81	\$310,997.81	\$220,700.00	\$220,700.00
21	60" Ultraflex Checkmate Inline CheckValve or Approved Equal (Installed Complete)	EA	1	\$75,000.00	\$185,500.00	\$319,000.00	\$319,000.00	\$217,250.00	\$217,250.00	\$225,454.26	\$225,454.26	\$155,000.00	\$155,000.00
22	Cleaning and Jetting existing Outfall Pipes / Barnacle removal from existing outfalls (Complete)	LS	1	\$40,227.25	\$75,000.00	\$328,000.00	\$328,000.00	\$207,650.00	\$207,650.00	\$40,227.25	\$40,227.25	\$30,000.00	\$30,000.00
<b>Subtotal</b>				\$1,111,300.00		\$1,950,497.50		\$1,495,525.00		\$987,800.10		\$967,715.00	
<b>MISCELLANEOUS</b>													
23	Construction Contingency	ALLOW	1	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00	\$155,000.00
<b>BIDTOTAL (ITEMS 1 - 23):</b>				<b>\$1,396,000.00</b>		<b>\$3,110,017.50</b>		<b>\$1,942,125.00</b>		<b>\$1,339,357.77</b>		<b>\$1,222,715.00</b>	
BID FORM 00300 -1 through 00300-4				Submitted		Submitted		Submitted		Submitted		Submitted	
UNIT PRICE SCHEDULE 00300-5 through 00300-8				Submitted		Submitted		Submitted		Submitted		Submitted	
TRENCH SAFETY AFFIDAVIT 00300-9				Submitted		Submitted		Submitted		Submitted		Submitted	
SCHEDULE OF MAJOR SUBCONTRACTORS 00300-10				N/A		N/A		Submitted		Submitted		N/A	
SCHEDULE OF MAJOR EQUIPMENT & MATERIALS 00300-11				Submitted		Submitted		Submitted		Submitted		Submitted	
PUBLIC ENTITY CRIMES STATEMENT 00300-12 through 00300-13				Submitted		Submitted		Submitted		Submitted		Submitted	
DRUG FREE CERTIFICATION 00300-14				Submitted		Submitted		Submitted		Submitted		Submitted	
VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE 00300-15				N/A		N/A		Applied for Local Business Preference - Vendor does not qualify per the City's Ordinance - Business is not in LWB		N/A		Applied for Small Business Preference - Vendor does not qualify as they did not include documentation	
BIDDER'S QUALIFICATIONS QUESTIONNAIRE 00310-1 through 00310-6				Submitted		Submitted		Submitted		Submitted		Submitted	
Bidder met minimum qualifications requirement													
CAMPAIGN CONTRIBUTION STATEMENT 00850-1 through 00850-2				Submitted		Submitted		Submitted		Submitted		Submitted	
SCRUTINIZED COMPANIES CERTIFICATION FORM 00851-1				Submitted		Submitted		Submitted		Submitted		Submitted	
<b>BID BOND INCLUDED</b>				Yes		Yes		Yes		Yes		Yes	
<b>BID Compliance</b>				Yes		Yes		Yes		Yes		Yes	

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Water Utilities

**TITLE:**

Work Order No. 11 with Globaltech, Inc. for demolition of North Elevated Tank

**SUMMARY:**

The Water Utilities Department will engage in a work order with Globaltech, Inc. to demolish the elevated water tank at Northwest Park for an amount not to exceed \$306,097.00.

**BACKGROUND AND JUSTIFICATION:**

The North Elevated Tank has been out of operation due to its worsening effect on water quality. Wind rods on the tank are also experiencing corrosion, causing them to break and posing a potential safety hazard. As the tank is not currently in use and there are no plans to make it operational again, the Water Utilities Department intends to demolish the tank to forego future maintenance costs on a defunct asset and make the surrounding area safer.

**MOTION:**

Move to approve/disapprove Work Order #11 with Globaltech, Inc. to demolish the North Elevated Tank in the amount not to exceed \$306,097.00

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Work Order No. 11

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	\$306,097	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Water Utilities	Water Utilities
Division	Treatment/Admin	Treatment/Admin
GL Description	Pay Go	Other Contractual Services
GL Account Number	Pay Go	402-7022-533-34.50/402-7010-533-34.50
Project Number	N/A	N/A
Requested Funds	\$306,097	306,097
Remaining Balance	N/A	\$0/\$42,832



**DESIGN-BUILD CONTRACT FOR WATER SYSTEM GROUND STORAGE TANKS  
AND RELATED IMPROVEMENTS  
WORK ORDER NO.**

THIS WORK ORDER FOR CONSTRUCTION SERVICES (“Work Order” hereafter) is made on the \_\_\_\_ day of \_\_\_\_\_, 2024, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City” hereafter) and **Globaltech, Inc.**, a Florida corporation (“Contractor” hereafter).

**1.0 Project Description:**

The City desires the Contractor to provide the design-build services and work identified herein: concrete restoration to the spalled tie beam in the elevator shaft. The project is described as **North Elevated Tank Demolition** (the “Project”).

**2.0 Scope**

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

**3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Work Order shall be within **180 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 **240 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order follows the parties’ execution 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 have 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 its intended purposes. Final completion occurs when all services and work (including punch-list items) have 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 damages the City would suffer if the Contractor neglects, refuses, or otherwise fails to complete the services and work within the specified time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City five hundred dollars (\$500.00) for each day that expires after the time specified in this Work Order.**

#### **4.0 Compensation and Direct Purchases**

This Work Order is issued for a lump sum not to exceed **\$306,097.00 (three hundred six thousand ninety-seven dollars and ninety cents)**. The attached **Exhibit 2** identifies all costs and expenses included in the lump sum, not to exceed the amount.

#### **5.0 Project Manager**

The Project Manager for the Contractor is **Bruce Rahmani**, phone: **561-997-6433**; email: **bruce@globaltechdb.com**, and the Project Manager for the City is **Garry Baker**, phone: **561-586-1713**; email: **gabaker@lakeworthbeachfl.gov**.

#### **6.0 Progress Meetings**

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

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

To induce the city to enter this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Design-Build criteria, Contract Documents, including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect the 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, available 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 RFQ; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes unless specifically included in the Scope of Services.

7.3 Contractor has reviewed and checked all information and data shown or indicated in the Design-Build criteria and 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 before commencing work. If required, 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 to perform and furnish the work under the cost shall be included in the Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor will correlate 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 the City or its designee is acceptable to the Contractor.

## **8.0 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 before 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 the city or its systems. If 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.

## **9.0 Authorization**

This Work Order is issued under the Design-Build Contract for Water System Ground Storage Tanks and Related Improvements between the City of Lake Worth Beach and the Contractor, dated December 5, 2017 ("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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order #11 LWB Elevator Shaft Repair to the DESIGN-BUILD CONTRACT FOR WATER SYSTEM GROUND STORAGE TANKS AND RELATED IMPROVEMENTS on the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

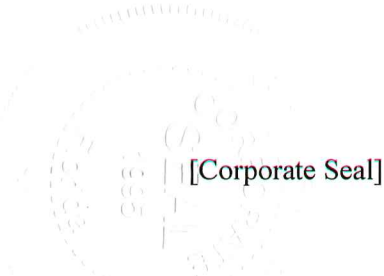
By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

**Contractor: Globaltech, Inc.**

By:   
Name: Bruce Rahmani, PE  
Title: VP of Construction



STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The Foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me by means of physical presence or online notarization on this 10 day of September 2024, by Bruce Rahmani, as the VP of Construction [title] of Globaltech, Inc., A Corporation, which is 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 under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind \_\_\_ to the same.

\_\_\_\_\_  
Notary Seal:



  
Notary Public Signature

## “EXHIBIT 1”

### Detailed Scope of Services N. Elevated Tank

Dismantle and removal of the 300KG park North elevated water storage tower.

1. USG will be responsible for obtaining all permits as necessary.
1. USG will torch-cut through the existing coating while utilizing respiratory protection. OSHA Reg. 29CFR 1926.62 does not require paint removal before torch cutting. Our standard procedure is to have all workers wear proper respiratory protection and cut through the steel with the paint intact. We are very comfortable with our methods, which comply with OSHA and EPA regulations.
  - a. If the existence of any hazardous materials including, but not limited to coal tar coatings, PCB's
  - b. asbestos exists on this tank; a change order must be issued.
2. If sediment exists inside the tank at the time of the demo, USG has the right to push it out on-site and let others deal with it later

#### Assumptions

- Does not include dewatering the tank
- Does not include concrete foundation removal
- Does not include water main capping of sediment removal and disposal
- The city will be responsible for all surrounding parking lots and public areas to be closed during the duration of this removal to ensure public and personal property safety
- Does not include any lead testing
- Utility Service Co, Inc. will receive and dispose of the scrap metal.
- The city is responsible for locating and providing a potable water supply for fire prevention and (if necessary) extinguishing. An active fire hydrant within 300 ft is preferred; however, an available high-pressure source is acceptable as we run multiple garden hoses simultaneously. We have an adapter to convert from 1 fire hose to several garden hoses and run 10-15 garden hoses/sprinklers simultaneously.

**“EXHIBIT 2”**

**Cost Breakdown**

City of Lake Worth Beach  
172489 LWB N. Elevated Tank

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
<b>Job: 172489 LWB N. Elevated Tank</b>						
<b>Bid Item: 1 General Requirements</b>						
	General Requirements					
	Senior Estimator	HR	4	249.26	997.04	997.04
	Estimator	HR	4	100.90	403.60	403.60
	Progress Meetings	HR	10	283.61	2,836.10	2,836.10
	Construction Scheduler	HR	10	156.56	1,565.60	1,565.60
	Sr. Project Manager	HR	20	283.61	5,672.20	5,672.20
	Construction PM 4	HR	40	150.38	6,015.20	6,015.20
	Purchasing & Subcontract	HR	10	146.00	1,460.00	1,460.00
	Construction Assistant	HR	40	78.28	3,131.20	3,131.20
				<b>Bid Item Totals:</b>	<b>22,080.94</b>	<b>22,080.94</b>
<b>Bid Item: 5 Metals</b>						
	300,000 Gallon Tank Removal	LS	1	240,000.00	240,000.00	264,000.00
	GT Assist & coordination	CR-D	2	2,554.40	5,108.80	5,108.80
	Construction Superintendent	HR	20	156.00	3,120.00	3,120.00
	Construction Assistant	HR	20	76.00	1,520.00	1,520.00
				<b>Bid Item Totals:</b>	<b>249,748.80</b>	<b>273,748.80</b>
<b>Bid Item: 41 Rental Equipment &amp; Misc Tools</b>						
	Safety Coordination	LS	12	150.38	1,804.56	2,220.51
	Safety Program	LS	1	550.00	550.00	605.00
				<b>Bid Item Totals:</b>	<b>2,354.56</b>	<b>2,825.51</b>
<b>Bid Item: 102 Bonds &amp; Insurance</b>						
	Bonds	LOT	1	7,441.75	7,441.75	7,441.75
				<b>Bid Item Totals:</b>	<b>7,441.75</b>	<b>7,441.75</b>

Cost Breakdown

09/06/24

Continued...

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Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
				<b>Grand Totals:</b>	<b>281,626.05</b>	<b>306,097.00</b>

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**“EXHIBIT 3”**

**Quotes**



# USG WATER SOLUTIONS

NON-BINDING QUOTATION

Date: July 25th 2024

City of Lake Worth Beach Utilities  
Department

7 North Dixie Highway  
Lake Worth Beach, FL. 33460

RE: BUDGETARY PRICING FOR THE DISMANTLE AND REMOVAL OF THE 300KG PARK NORTH ELEVATED WATER STORAGE TOWER

This quotation is a non-binding, good faith estimate of the cost to perform the work described below. Please note this pricing is budgetary only and may be altered by up to +/-20% based on final scope of work.

**Scope of Work**

**Based on the stipulations listed below, an estimate to dismantle and remove down to the concrete foundation, the 300,000 gallon elevated water storage tank, Lake Worth Beach, FL.**

- **Our estimate does not include** dewatering the tank, concrete foundation removal, water main capping of sediment removal and disposal.
- Utility Service Co, Inc. will receive and dispose of the scrap metal.
- \$10,000 has been factored into this estimate for street closure. We do not have an accurate idea what the cost would be and will need assistance from the City of Lake Worth Beach on this facet of the project.
- Please note all surrounding parking lots and public areas will need to be closed during the duration of this removal to ensure safety of public and personal property.

All of the following stipulations apply to this price. Failure to meet them will add to the cost of the project, or make the proposal void.

1. USG will be responsible for obtaining all permitting as necessary.
2. The City, will be responsible for blocking the street. See attached overheads.
3. You / the Owner is responsible for locating and providing an EXCELLENT potable water supply, to be used for fire prevention & (if necessary) extinguishing. An active fire hydrant within 300 ft is most preferred; however, an available source with high pressure is acceptable as we run multiple garden hoses at the same time. We have an adapter to convert from 1 fire hose to several garden hoses, & run 10-15 garden hoses/sprinklers at once.
4. We are aware this tank is likely painted with lead-based paint. We will torch cut through the existing coating while utilizing respiratory protection. OSHA Reg. 29CFR 1926.62 does not require paint removal prior to torch cutting. Our standard procedure is to have all workers wear proper respiratory protection and cut through the steel with the paint intact. We are very comfortable our methods are in complete compliance with OSHA & EPA regulations.
  - a. If the existence of any hazardous materials including, but not limited to coal tar coatings, PCB's, asbestos, etc. exist on this tank, a change order will need to be issued.
  - a. If the City engineer brings up lead based paint and makes an issue out of it, there would be an add on of approx. \$ 9,000.. this would depend on the eng. / what he expects.
5. If sediment exist inside the tank at the time of demo, USG has the right to simply push it out on site and let others deal with at a later time.

**Non-Binding Quotation Thank you for the opportunity to quote this project.**

Note: This proposal may be withdrawn by us if not accepted by with in 90 days. Two Hundred Thirty-Five Thousand Dollars and -----00/100	Dollars	\$240,000.00
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# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Water Utilities

**TITLE:**

Resolution No. 37-2024 – establish the Rates and Charges for the Water System for Fiscal Year 2025

**SUMMARY:**

Resolution 37-2024 establishes the rates and charges for the City of Lake Worth Beach's Water System for Fiscal Year 2025.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach has an ongoing partnership with Stantec to perform a yearly Revenue Sufficiency Analysis. This analysis projects the sufficiency of revenues for the City's water system over several years, considering current and future financial requirements. It determines the necessary level of revenue increases each year to provide adequate funds for all identified cost requirements.

According to the current FY2025 rate sufficiency analysis, a 5.25% rate increase is necessary. This Resolution establishes the rates and charges for FY2025 pursuant to the 5.25% increase.

**MOTION:**

Move to approve/disapprove Resolution No. 37-2024 – establish the Rates and Charges for the Water System for Fiscal Year 2025.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution No. 37-2024

**RESOLUTION NO. 37-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, PROVIDING FOR WATER SYSTEMS RATES AND CHARGES FOR FISCAL YEAR 2025; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Lake Worth Beach, Florida, is authorized and required to fix uniform and adequate rates for its services; and

**WHEREAS**, an evaluation of the level of water system rates established a need to revise the rates and charges as set forth herein in order to meet the several objectives identified by the evaluation; and

**WHEREAS**, the City Commission finds the rates and charges for the City's Water System for Fiscal Year 2025 as set forth herein are fair and equitable and serve a valid public purpose.

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

**Section 1:** For the purpose of this resolution, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

"Shall" is always mandatory and not merely directory.

"Phase I water shortage", "Phase II water shortage", "Phase III water shortage", and "Phase IV water shortage", shall refer to the phases of water shortage that may be declared by the South Florida Water Management District pursuant to the Florida Administrative Code Chapter 40E-21.

"ERU" shall stand for "Equivalent Residential Unit" and shall mean the average amount of potable water used by a residential facility in terms of the reserved capacity needed to serve that facility. One (1) ERU is, by definition, equal to one (1) single-family residence. Each residential unit in a multi-family complex or mobile home park unit is equivalent to 66% of one ERU, or as calculated in accordance with Chapter 18, Article VI, Code of Ordinances of the City of Lake Worth Beach.

**Section 2:** The following schedules shall be the rate charged by the City of Lake Worth Beach for all water sold by the City of Lake Worth Beach for all purposes, to wit:

**GENERAL SERVICE – SCHEDULE NO. 1**

Designation: General Service

Applicable: For commercial, industrial, and governmental use within the territory served by the Water Distribution System of the City of Lake Worth Beach, as available and at the option of the City.

Monthly Rates: **Customer Charge**, effective as of the dates listed:

Effective Date:	10/01/2023	10/01/2024
Charge:	\$5.48	\$5.77

A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each water account receiving a bill.

**Base Facility Charge**, effective as of the dates listed:

Effective Date:	10/01/2023	10/01/2024
5/8" x 3/4" Meter	\$16.35	\$17.21
1" Meter	\$40.90	\$43.05
1-1/2" Meter	\$81.77	\$86.06
2" Meter	\$130.85	\$137.72
3" Meter	\$261.71	\$275.45
4" Meter	\$408.89	\$430.36
6" Meter	\$817.80	\$860.74
8" Meter	\$1,270.04	\$1,336.71

For meter sizes larger than those shown in the table, the Director shall determine the charge on a case-by-case basis.

A fixed charge designed to recover a portion of the fixed costs of the water system shall be applied to each meter based upon the size of the meter.

**Volume Charge:** Rates for each hundred gallons of metered water consumption effective as of the dates listed:

Effective Date:	10/01/2023	10/01/2024
Block 1	\$0.352	\$0.371
Block 2	\$0.542	\$0.570
Block 3	\$0.734	\$0.772
Block 4	\$1.284	\$1.352
Block 5	\$1.612	\$1.697

The amount of water consumption in each block subject to the rates in the table above is based upon meter size and is as follows (in hundreds of gallons):

Meter Size	Block 1		Block 2		Block 3		Block 4		Block 5	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
5/8" x 3/4"	1	40	41	80	81	120	121	200	201	∞

1"	1	100	101	200	201	300	301	500	501	∞
1-1/2"	1	200	201	400	401	600	601	1,000	1001	∞
2"	1	320	321	640	641	960	961	1,600	1601	∞
3"	1	640	640	1,280	1281	1,920	1921	3,200	3201	∞
4"	1	1,000	1001	2,000	2001	3,000	3001	5,000	5001	∞
6"	1	2,000	2001	4,000	4001	6,000	6001	10,000	10001	∞
8"	1	4,000	4001	6,000	6001	8,000	8001	12,000	12001	∞

Meter Deposit: Reference City of Lake Worth Resolution No. 59-2019 or latest revision thereof.

**RESIDENTIAL – SCHEDULE NO. 2**

Designation: Residential

Applicable: For individually metered single-family customers, master-metered single-family residential units, individually metered multi-family customers, master-metered multi-family residential units, cottages, apartments, trailers or mobile home parks use within the territory served by the Water Distribution System of the City of Lake Worth Beach, as available and at the option of the City.

Monthly Rates: **Customer Charge**, effective as of the dates listed:

Effective Date:	10/01/2023	10/01/2024
Charge:	\$5.48	\$5.77

A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each water account receiving a bill.

**Base Facility Charge**, effective as of the dates listed:

Effective Date	10/01/2023	10/01/2024	ERU
Charge:	\$16.35	\$17.21	Per ERU
Charge:	\$10.79	\$11.35	Per multi-family residential unit or mobile home unit (66% of 1 ERU)

A fixed charge designed to recover a portion of the fixed costs of the water system shall be applied to each ERU served, as defined above.

**Volume Charge:** Rates for each hundred gallons of metered water consumption effective as of the dates listed:

Effective Date:	10/01/2023	10/01/2024
Block 1	\$0.352	\$0.371
Block 2	\$0.542	\$0.570
Block 3	\$0.734	\$0.772
Block 4	\$1.284	\$1.352
Block 5	\$1.612	\$1.697

The amount of water consumption in each block subject to the rates in the table above is for each meter served per month, as defined above, and is as follows (in hundreds of gallons):

Water Use Per Meter Per Month Blocks	Single-Unit Accounts		Multi-Unit Accounts	
	Minimum	Maximum	Minimum	Maximum
Block 1	1	40	1	20
Block 2	41	80	21	40
Block 3	81	120	41	60
Block 4	121	200	61	100
Block 5	201	∞	101	∞

Meter Deposit: Reference City of Lake Worth Resolution No. 59-2019 or latest revision thereof.

**UNMETERED FIRE LINE – SCHEDULE NO. 3**

Designation: Fire Service  
 Applicable: All buildings requiring this service.

**Monthly Rate:** Rates effective as of the dates listed:

Effective Date:	10/01/2023	10/01/2024
2" Connection	\$31.33	\$32.98
4" Connection	\$80.94	\$85.19
6" Connection	\$161.99	\$170.49
8" Connection	\$262.98	\$276.79
10" Connection	\$404.47	\$425.71
12" Connection	\$687.74	\$723.85

**Temporary Hydrant Meter:** Charge effective as of dates listed:

Effective Date:	10/01/2023	10/01/2024
Meter Deposit:	\$525.00	
Activation Fee:	\$35.00	
Application Fee:	\$17.00	
Fee to move a hydrant meter:	\$30.00	
Minimum charge per month:	\$261.71	\$275.45

**IRRIGATION SERVICE – SCHEDULE NO. 4**

Designation: Irrigation Service  
 Applicable: For any customer with an independent meter for irrigation use within the territory served by the Water Distribution System of the City of Lake Worth Beach, as available and at the option of the City.

Monthly Rates: **Customer Charge**, effective as of the dates listed:

Effective Date:	10/01/2023	10/01/2024
Charge:	\$5.48	\$5.77

A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each water account receiving a bill.

**Base Facility Charge**, effective as of the dates listed:

Effective Date:	10/01/2023	10/01/2024
5/8" x 3/4" Meter	\$16.35	\$17.21
1" Meter	\$40.90	\$43.05
1-1/2" Meter	\$81.77	\$86.06
2" Meter	\$130.85	\$137.72
3" Meter	\$261.71	\$275.45
4" Meter	\$408.89	\$430.36
6" Meter	\$817.80	\$860.74

A fixed charge designed to recover a portion of the fixed costs of the water system shall be applied to each meter based upon the size of the meter.

**Volume Charge:** Rates for each hundred gallons of meter water consumption effective as of the dates listed:

Effective Date:	10/01/2023	10/01/2024
Block 1	\$0.734	\$0.772
Block 2	\$1.284	\$1.352
Block 3	\$1.612	\$1.697

The amount of water consumption in each block subject to the rates in the table above is based upon meter size and is as follows (in hundreds of gallons):

Meter Size	Block 1		Block 2		Block 3	
	Min	Max	Min	Max	Min	Max
5/8" x 3/4"	1	100	101	200	201	∞
1"	1	250	251	500	501	∞
1-1/2"	1	500	501	1,000	1,001	∞
2"	1	800	801	1,600	1,601	∞
3"	1	1,600	1,601	3,200	3,201	∞
4"	1	2,500	2,501	5,000	5,001	∞
6"	1	5,000	5,001	10,000	10,001	∞

Meter Deposit: Reference City of Lake Worth Resolution No. 59-2019 or latest revision thereof.

**Section 3:** It is the City's intention to maintain Phase I (3 days per week) water restrictions within the City's service area. However, in the event that a Phase II or IV mandatory water restriction is declared by the South Florida Water Management District or other authority having jurisdiction upon the City to reduce water production, the Volume



Charge listed in Section 2 above will be adjusted upwards by fifteen percent (15%). The application of the water restriction surcharge is to maintain net revenue margins of the utility system, which may be eroded due to reduced sales resulting from the imposed water restrictions, to meet debt service covenants on any outstanding indebtedness allocable to utility system and to promote water conservation. The water consumption rates will be adjusted and will be applicable to all water use above the first consumption block usage range as referenced in Section 1 – General Service – Schedule No. 1 for the commercial, industrial and governmental use and Section 2 – Residential – Schedule No. 2 for individually metered single-family and multiple-family residential, as well as master metered multiple-family residential use.

The water restriction surcharge will not be applied to the base facility charge, unmetered fire line charge or the wastewater rates for service. The water restriction surcharge shall be applied by the City beginning with the first billing cycle following the declared mandatory Phase IV water restrictions as imposed by the South Florida Water Management District or other authority having jurisdiction.

The mandatory water restriction surcharge shall be discontinued by the City beginning at the first billing cycle following the removal or lifting of the Phase IV water restrictions by the South Florida Water Management District or other authority having jurisdiction.

**Section 4:** Average Billing Calculation: The average billing process will establish a monthly bill, which will be based on the average water bill for the preceding 12 calendar months. If the residence or apartment has been occupied for the last 12 months and the customer can qualify as an existing customer, the previous tenant or owner's bill may be used to estimate the average monthly billing.

The average billing calculation will be reviewed and adjustments made to correct for changes in rates, usage, or other factors to be implemented on the bills issued during June and December of each year.

**Section 5:** With respect to any premises or users situated outside the corporate limits of the City of Lake Worth Beach, which premises or users now or hereafter have active connections with the water system of the City, there shall be charged a rate equal to the charges established for service to residents of the City, plus a surcharge equal to twenty-five percent (25%) of such charge as outlined in the Policies & Procedures Manual. The foregoing surcharge shall not apply to users with whom the City has now or shall hereafter contract for services at charges established in such contracts unless the contract provides for surcharges.

**Section 6:** If any provision of this resolution, or the application thereof any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution, which can be given effect without the invalid provision or applications, and to this end, the provisions of this resolution are declared severable.

**Section 7:** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**Section 8:** This resolution shall be in effect for billings issued on or after the 1<sup>st</sup> day of October 2024.

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

Mayor Betty Resch  
Vice Mayor Sarah Malega  
Commissioner Christopher McVoy  
Commissioner Mimi May  
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted this 24<sup>th</sup> day of September 2024.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Water Utilities

**TITLE:**

Resolution No. 38-2024 – Establishing the Rates, Fees, and Charges for the Sub-Regional Sewer System for Fiscal Year 2025

**SUMMARY:**

Resolution 38-2024 establishes the rates, fees, and charges for the City of Lake Worth Beach's sub-regional sewer system based on the recommendations of the Sub-Regional Board for Fiscal Year 2025.

**BACKGROUND AND JUSTIFICATION:**

The Lake Worth Beach Sub-Regional Partners include the City of Lake Worth Beach, Town of Lantana, City of Atlantis, Town of Manalapan, Town of South Palm Beach, Village of Palm Springs, Town of Lake Clarke Shores and Palm Beach State College.

The Sub-Regional System transports wastewater from Lake Worth Beach and the Sub-Regional Partners to the East Central Regional Water Reclamation Facility (ECR). The Lake Worth Beach Sub-Regional System includes several major assets including gravity interceptors, a master pump station (MPS) located in Bryant Park, and a 36-inch force main that transfers flow to the Palm Beach County Regional System and eventually to the ECR.

The operating agreement approved on March 5, 2013 contained a rate calculation methodology for use during the term of the agreement. The proposed rates were calculated in accordance with this method.

The City held a meeting with the Sub-Regional Board to discuss these proposed rates and the Board recommends approval of the rates.

**MOTION:**

Move to approve/disapprove Resolution No. 38-2024, establishing the Rates, Fees, and Charges for the Sub-Regional Sewer System for Fiscal Year 2025.

**ATTACHMENT(S):**

Fiscal Impact Analysis -- N/A  
Resolution 38-2024

**RESOLUTION NO. 38-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES FOR USE OF THE REGIONAL SEWAGE DISPOSAL SYSTEM OF THE CITY OF LAKE WORTH BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS OR CONFLICTING PARTS OF RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Lake Worth Beach, Florida, is authorized and required to fix uniform and adequate rates for its service; and

**WHEREAS**, an evaluation of the level of regional sewer system rates establishes a need to revise the rates and charges as set forth herein in order to meet the several objectives identified by the evaluation.

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

**Section 1.** The following schedules, except as otherwise provided, shall be the rates, fees and charges for the use of and for the services and facilities furnished or to be furnished by the regional sewage disposal system, to be paid by those entities who use the regional sewage disposal system.

1. East Central Regional Water Reclamation Facility Renewal & Replacement Payment

A fixed charge to each customer based on the contribution requirements billed to the City of Lake Worth Beach regional sewer system for the East Central Regional Water Reclamation Facility in each fiscal year multiplied against the percentage of total capacity of the regional sewer system reserved by each customer. For FY 2025 the charge is:

ECR R&R Entity	Reserved Capacity	Annual Charge
Lake Worth Beach	43.927%	\$829,514.01
Palm Springs	28.200%	\$532,527.11
Lantana	14.073%	\$265,754.51
Atlantis	4.217%	\$79,640.96
PBSC	0.939%	\$17,734.48
Manalapan	1.322%	\$24,959.64
South Palm Beach	2.974%	\$56,159.20
Lake Clarke Shores	4.348%	\$82,104.09
Total:	100.00%	\$1,888,394.00

2. East Central Regional Water Reclamation Facility Debt Payment

A fixed charge to each customer based on the indebtedness requirements billed to the City of Lake Worth Beach regional sewer system for the East Central Regional Water Reclamation Facility in each fiscal year multiplied against the percentage of total capacity of the regional sewer system reserved by each customer. Note that debt service is included in the ECR Operations and Maintenance charges.

3. Lake Worth Regional Sewer System Renewal & Replacement Charge

A fixed charge to each customer to recover the cost of scheduled system renewal and

replacements and reserve requirements of the City of Lake Worth regional sewer system based on the renewal and replacement cost and reserve requirements of the regional sewer system in each fiscal year multiplied against the percentage of total capacity of the regional sewer system reserved by each customer. For FY 2025 the charge is:

LWB Sub-Regional R&R Entity	Reserved Capacity	Annual Charge
Lake Worth Beach	43.927%	\$174,829.29
Palm Springs	28.200%	\$112,236.00
Lantana	14.073%	\$56,011.00
Atlantis	4.217%	\$16,785.22
PBSC	0.939%	\$3,737.74
Manalapan	1.322%	\$5,260.52
South Palm Beach	2.974%	\$11,836.17
Lake Clarke Shores	4.348%	\$17,304.35
Total:	100.000%	\$398,000.00

4. Palm Beach County Force Main Capital Reserve Charge

A fixed charge to each customer to recover the cost of the sub-regional sewer system share of planned Palm Beach County capital projects. The capital amount to be reserved annually will be multiplied against the percentage of total capacity reserved by each customer. For FY 2025, the charge is:

PBC Regional R&R Entity	Reserved Capacity	Annual Charge
Lake Worth Beach	43.927%	\$ 197,671.30
Palm Springs	28.200%	\$ 126,900.00
Lantana	14.073%	\$ 63,328.70
Atlantis	4.217%	\$ 18,978.26
PBSC	0.939%	\$ 4,226.09
Manalapan	0.322%	\$ 5,947.83
South Palm Beach	0.974%	\$ 13,382.61
Lake Clarke Shores	4.348%	\$ 19,565.22
Total:	100.000%	\$ 450,000.00

5. Emergency Catastrophe Fund Reserve

An amount of \$250,000.00 was agreed upon to be collected and put aside for unforeseen emergencies that may arise with a Cap of \$2,000,000.00.

Emergency Catastrophe Fund	Reserved Capacity	Annual Charge
Lake Worth Beach	43.927%	\$109,817.39
Palm Springs	28.200%	\$70,500.00
Lantana	14.073%	\$35,182.61
Atlantis	4.217%	\$10,543.48
PBSC	0.939%	\$2,347.83
Manalapan	1.322%	\$3,304.35
South Palm Beach	2.974%	\$7,435.00
Lake Clarke Shores	4.348%	\$10,869.57
Total:	100.00%	\$250,000.00

6. Operations & Maintenance Charge

A volume charge will be applied to each thousand gallons of metered volume to recover the annual operating and maintenance costs directly related to the transmission, treatment, and disposal of sewage utilizing the City of Lake Worth Beach regional sewer system.

Operations & Maintenance Charge effective as of the dates listed:

*All Customers Excluding Village of Palm Springs*

Effective Date:	10/1/2023	10/1/2024
Charge:	\$3.194	\$2.752

*Village of Palm Springs*

Effective Date:	10/1/2023	10/1/2024
Charge:	\$2.859	\$2.390

**Section 2.** Should any section or provision of this resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or any part thereof other than the part declared to be invalid.

**Section 3.** If any provision of this resolution, or the application thereof any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution, which can be given effect without the invalid provision or applications, and to this end, the provisions of this resolution are declared severable.

**Section 4.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**Section 5.** This resolution shall be in effect for billings issued on or after October 1, 2024.

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

- Mayor Betty Resch
- Vice Mayor Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Mimi May
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted this 24<sup>th</sup> day of September 2024.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Water Utilities

**TITLE:**

Resolution No. 39-2024 – establish the Rates and Charges for the Local Sewer System for Fiscal Year 2025

**SUMMARY:**

Resolution 39-2024 establishes the rates and charges for the City of Lake Worth Beach's Local Sewer System for Fiscal Year 2025.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach has an ongoing partnership with Stantec to perform a yearly Revenue Sufficiency Analysis. This analysis projects the sufficiency of revenues for the City's local sewer system over several years, considering current and future financial requirements. It determines the necessary level of revenue increases each year to provide adequate funds for all identified cost requirements.

According to the current FY2025 rate sufficiency analysis, a 9% rate increase is necessary. This Resolution establishes the rates and charges for FY2025 pursuant to the 9% increase.

**MOTION:**

Move to approve/disapprove Resolution No. 39-2024, establish the Rates and Charges for the Local Sewer System for Fiscal Year 2025.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution 39-2024

**RESOLUTION NO. 39-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES FOR USE OF SEWAGE DISPOSAL SYSTEM OF THE CITY OF LAKE WORTH BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS OR PARTS OF RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Lake Worth Beach, Florida, is authorized and required to fix uniform and adequate rates for its service; and

**WHEREAS**, an evaluation of the level of sewer system rates establishes a need to revise the rates and charges as set forth herein in order to meet the several objectives identified by the evaluation; and

**WHEREAS**, the City Commission finds that the rates established herein are fair and equitable and serve a valid public purpose.

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

**Section 1.** The following schedules, except as otherwise provided, shall be the rates, fees and charges for the use of and for the services and facilities furnished or to be furnished by the sewage disposal system, to be paid by the owner, tenant or occupant of each lot or parcel of land which may be connected with or may use the sewage disposal system by or through any part of the sewer system of the City of Lake Worth Beach. These charges are those necessary to cover operation, maintenance and replacement costs.

**Accounts which are served and metered by the Lake Worth Beach Utilities Water System:**

Customer Charge effective as of the dates listed:

Effective Date:	10/1/2023	10/1/2024
Charge:	\$6.45	\$7.03

A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each sewer account receiving a bill.

Base Facility Charge:

**Residential Accounts:**

A fixed charge designed to recover a portion of the fixed costs of the sewer system will be applied to each Equivalent Residential Unit (ERU), which is defined as follows:

“ERU” shall stand for “Equivalent Residential Unit” and shall mean the average amount of wastewater discharged by a residential facility in terms of the reserved capacity needed to serve that facility. One ERU is, by definition, equal to one single family residence. Each residential unit in a multi-family complex or mobile home park unit is equivalent to 66% of one ERU or as calculated in accordance with Chapter 18, Article IV, Code of



Ordinances of the City of Lake Worth Beach.

Base Facility Charge effective as of the dates listed:

Effective Date:	10/1/2023	10/1/2024	
Charge:	\$13.46	\$14.68	per ERU
Charge:	\$8.89	\$9.69	per multi-family residential unit or mobile home unit (66% of 1 ERU)

**Commercial and Industrial Use Accounts:**

A fixed charge designed to recover a portion of the fixed costs of the sewer system will be applied to each water meter based upon the size of the meter:

Base Facility Charge effective as of the dates listed:

Effective Date:	10/1/2023	10/1/2024
5/8 X 3/4" Meter	\$13.46	\$14.68
1" Meter	\$33.65	\$36.68
1-1/2" Meter	\$67.30	\$73.36
2" Meter	\$107.70	\$117.39
3" Meter	\$215.38	\$234.76
4" Meter	\$336.51	\$366.79
6" Meter	\$673.04	\$733.62
8" Meter	\$1,002.26	\$1,092.46

For meter sizes larger than those shown in the table, the Director shall determine the charge on a case by case basis.

Volume Charge effective as of the dates listed:

Effective Date:	10/1/2023	10/1/2024
Charge:	\$0.602	\$0.656

A volume charge based on those costs related directly to the transmission, treatment and disposal of sewage generated.

**Residential use:**

A residential use is defined as a use consisting of a minimum of one dwelling unit but shall not include transient facilities.

A volume charge will be applied to each hundred gallons of water consumed up to a maximum of twelve thousand (12,000) gallons per ERU for individually metered, single or multi-unit residential accounts or six thousand (6,000) gallons per ERU for master-metered, multi-unit residential accounts.

**Commercial use:**

A commercial use shall include all non-residential uses, including but not limited to motels, hotels, nursing homes, restaurants, commercial businesses and institutions.

A volume charge will be applied to each hundred gallons of water consumed.

**Industrial Use Class:**

An industrial use shall be defined as a commercial use that is able to demonstrate that over fifty percent (50%) of its water usage is not returned to the City sewer system.

A volume charge would be applied to each hundred gallons of water consumed up to a maximum flow as approved by the Water Utilities Director. This limitation for this charge is established to provide for the use of water for industrial and other uses that do not generate sewage.

**Accounts which are not served by the Lake Worth Beach Water Utilities System:**

Customer Charge effective as of dates listed:

Effective Date:	10/1/2023	10/1/2024
Charge:	\$6.45	\$7.03

A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each sewer account receiving a bill.

Base Facility Charge effective as of dates listed:

Effective Date:	10/1/2023	10/1/2024	
Charge:	\$13.46	\$14.68	Per ESU
Charge:	\$8.89	\$9.69	Per multi-family or mobile home (66% of 1 ESU)

A fixed charge designed to recover a portion of the fixed costs of the sewer system will be applied to each Equivalent Service Unit (ESU), which is defined as follows:

A single-family residence: Each residential unit in a multi-family complex such as duplexes, triplexes, apartment buildings and condominiums. Each separate living unit in a mobile home or trailer park complex. Each washing machine in a commercial laundry. Each multiple of four (4) sewer fixtures or fraction thereof, in a commercial or institutional establishment such as an office, store, hotel, motel, combination store/apartment, office/apartment, nursing home, etc.

Fixture Charge effective as of dates listed:

Effective Date:	10/1/2023	10/1/2024
Charge:	\$13.46	\$14.68

A fixture charge applied to each sewer plumbing fixture defined as toilet, sink, washing machine, shower, bathtub, floor drain, drinking fountain and other fixtures as defined in the Florida Building Code for non-residential uses. Four plumbing fixtures shall be assumed for all single family residential and each residential unit in a multi-family complex and separate living unit in a mobile home or trailer park.

Collection of Sewer Service Charge:

The sewer service charges shall become effective as to each lot or parcel of land which may be connected with the sewage disposal system by or through any part

of the sewer system of the City of Lake Worth Beach, upon the placing of the sewage disposal system in operation and the construction of all connections thereto from the sanitary sewer serving such lot or parcel.

In cases where water is furnished by the Lake Worth Beach Utilities System, the amount of the sewer service charges shall be included in the bills for water rendered by the City of Lake Worth Beach. In all cases where water is furnished by any plant or system other than the Lake Worth Beach Utilities System, bills shall be rendered for the amount of such sewer service charges in the same manner as bills are rendered for water. If the amount of such sewer service charges shall not be paid by the due date shown on the bill, the City of Lake Worth Beach may discontinue furnishing water to such premises and shall disconnect the same from the Lake Worth Beach Utilities System and shall proceed forthwith to recover the amount of such sewer service charges in such lawful manner as it may deem advisable. The City of Lake Worth Beach may enter into contracts with the County of Palm Beach, City of West Palm Beach, or any municipality, public utility, special authority or government unit in Palm Beach County for the treatment and disposal of sewage collected outside the territorial limits of the City of Lake Worth Beach and pumped and delivered to some part of the sewer system of the City of Lake Worth Beach; provided, however, that notwithstanding any of the other provisions of this resolution, the charges to be paid for the treatment and disposal of such sewage shall not be less than an amount which is fair and equitable taking into account the cost to the City of Lake Worth Beach of such treatment and disposal and the principal and interest requirements of the bonds issued pursuant to Lake Worth Utilities Authority Resolution No. U-18-75. That certain State Bond Loan Agreement between the Lake Worth Utilities Authority and the Department of Environmental Regulation of the State of Florida is dated January 6, 1976. User charges will be reviewed periodically to assure adequate revenue to cover operation, maintenance and replacement costs and a proportional distribution of costs among users. Users will receive annually, a notification of the current rate structure.

**Section 2.** With respect to any premises or users situated outside the corporate limits of the City of Lake Worth Beach, which premises or users now or hereafter have active connections to the sewage disposal system of the City, there shall be charged a rate equal to the charge established for service to residents of the City, plus a surcharge equal to twenty-five percent (25%) of such charge as outlined in the Policies & Procedures Manual.

The foregoing surcharge shall apply to users with whom the City has now or shall hereafter contract for services at charges established in such contracts unless the contract does not allow for a surcharge.

**Section 3.** Average Billing Calculation. The average billing process will establish a monthly bill which will be based on the average sewer bill for the preceding twelve (12) calendar months. If the residence or apartment has been occupied for the last twelve (12) months and the customer can qualify as an existing customer, the previous tenant's or owner's bill may be used to estimate the average monthly billing.

The average billing calculation will be reviewed and adjustments made to correct for changes in rates, or usage or other factors to be implemented on the bills issued during June and December of each year.

**Section 4.** Should any section or provision of this resolution or any portion thereof, any

paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or any part thereof other than the part declared to be invalid.

**Section 5.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**Section 6.** This resolution shall be in effect for billings issued on or after October 1, 2024.

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

Mayor Betty Resch  
Vice Mayor Sarah Malega  
Commissioner Christopher McVoy  
Commissioner Mimi May  
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted this 24<sup>th</sup> day of September, 2024.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Water Utilities

**TITLE:**

Resolution No. 40-2024 - designate Board Member and Alternate Board Member for the East Central Regional Water Reclamation Facility (ECR) representing Lake Worth Beach

**SUMMARY:**

Designate Vaughn Hayduk as the Board Member and Troy Perry as the Alternate Board Member for the ECR Board representing the City of Lake Worth Beach.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach sends wastewater from the City and the Subregional Partners to the ECR facility for treatment. The ECR Interlocal Agreement with the City of West Palm Beach, which operates and maintains the facility, establishes Lake Worth Beach as one of five Entities making up the Operation Board. The City does not currently have an ECR Board Member and is therefore unable to vote on Board decisions. This Resolution designates Vaughn Hayduk, Interim Director of Water Utilities, as Board Member and Troy Perry, Assistant City Manager, as Alternate Board Member representing Lake Worth Beach.

**MOTION:**

Move to approve/disapprove Resolution 40-2024, designating Vaughn Hayduk as the Board Member and Troy Perry as the Alternate Board Member for the East Central Regional Water Reclamation Facility (ECR) representing Lake Worth Beach.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution 40-2024

**RESOLUTION NO. 40-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPOINTING VAUGHN HAYDUK AS BOARD MEMBER AND TROY PERRY AS ALTERNATE BOARD MEMBER TO REPRESENT THE CITY OF LAKE WORTH BEACH ON THE EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY OPERATION BOARD; AND PROVIDING FOR REPEAL OF CONFLICTS AND AN EFFECTIVE DATE**

**WHEREAS**, the City of Lake Worth Beach (“City”) is a partner of the East Central Regional Water Reclamation Facility (“ECR”) and has been sending its wastewater to the facility for over 30 years as part of an Interlocal Agreement with the City of West Palm Beach, who owns and maintains the facility; and

**WHEREAS**, the City of Lake Worth Beach is one of five (5) entities that have a member and an alternate member on the ECR Board of Directors, who attends monthly Board meetings and other special meetings to approve budgets, procurements, and keep abreast of projects and operations and maintenance work; and

**WHEREAS**, the City does not currently have a designated Board member; and,

**WHEREAS**, the City Commission desires to adopt this Resolution to appoint an ECR Board member and alternate member,

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

SECTION 1: Vaughn Hayduk will be the ECR Board Member and Troy Perry will be the Alternate Board Member representing the City of Lake Worth Beach.

SECTION 2: All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 3: This Resolution shall become effective upon adoption.

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

Mayor Betty Resch  
Vice Mayor Sarah Malega  
Commissioner Christopher McVoy  
Commissioner Mimi May  
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the 24<sup>th</sup> day of September, 2024.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Water Utilities

**TITLE:**

Agreement with FDEP for a Drinking Water State Revolving Fund (SRF) Loan for Lead Service Line Inventory

**SUMMARY:**

This Agreement authorizes Loan LS501770 from State of Florida Department of Environmental Protection (FDEP) for the Lead Service Line Inventory project for amount not to exceed \$1,045,000.

**BACKGROUND AND JUSTIFICATION:**

The Environmental Protection Agency (EPA) revised the Lead and Copper Rule in 2022 to include requirements for maintaining an inventory of lead and copper water service lines. The City applied for the FDEP Drinking Water SRF Loan for low-interest funding to assist with creating this inventory and conducting replacement of lead service lines. The SRF loan was awarded for a total amount of \$1,045,000 with \$512,050 of principal forgiveness.

**MOTION:**

Move to approve/disapprove the Agreement for Loan LS501770 from FDEP for Lead Service Line Inventory for amount not to exceed \$1,045,000.

**ATTACHMENT(S):**

Fiscal Impact – N/A  
Agreement



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**CITY OF LAKE WORTH BEACH, FLORIDA**

**DRINKING WATER STATE REVOLVING FUND  
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT**

**LS501770**

Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard, MS 3505  
Tallahassee, Florida 32399-3000

DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION  
LOAN AGREEMENT

CONTENTS	PAGE
ARTICLE I - DEFINITIONS	1
1.01. WORDS AND TERMS.	1
1.02. CORRELATIVE WORDS.	4
ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS	4
2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.	4
2.02. LEGAL AUTHORIZATION.	6
2.03. AUDIT AND MONITORING REQUIREMENTS.	6
ARTICLE III - LOAN REPAYMENT ACCOUNT	8
3.01. LOAN DEBT SERVICE ACCOUNT.	8
3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.	9
3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.	9
3.04. ASSETS HELD IN TRUST.	9
ARTICLE IV - PROJECT INFORMATION	9
4.01. PROJECT CHANGES.	9
4.02. TITLE TO PROJECT SITE.	10
4.03. PERMITS AND APPROVALS.	10
4.04. ENGINEERING SERVICES.	10
4.05. PROHIBITION AGAINST ENCUMBRANCES.	10
4.06. COMPLETION MONEYS.	10
4.07. CLOSE-OUT.	10
4.08. DISBURSEMENTS.	11
ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM	11
5.01. RATE COVERAGE.	11
5.02. NO FREE SERVICE.	12
5.03. MANDATORY CONNECTIONS.	12
5.04. NO COMPETING SERVICE.	12
5.05. MAINTENANCE OF THE UTILITY SYSTEM.	12
5.06. ADDITIONS AND MODIFICATIONS.	12
5.07. COLLECTION OF REVENUES.	12
ARTICLE VI - DEFAULTS AND REMEDIES	12
6.01. EVENTS OF DEFAULT.	12
6.02. REMEDIES.	14
6.03. DELAY AND WAIVER.	14
ARTICLE VII - THE PLEDGED REVENUES	15
7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.	15
7.02. ADDITIONAL DEBT OBLIGATIONS.	15

DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION  
LOAN AGREEMENT

CONTENTS	PAGE
ARTICLE VIII - GENERAL PROVISIONS	15
8.01. DISCHARGE OF OBLIGATIONS.	15
8.02. PROJECT RECORDS AND STATEMENTS.	16
8.03. ACCESS TO PROJECT SITE.	16
8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.	16
8.05. AMENDMENT OF AGREEMENT.	16
8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.	16
8.07. SEVERABILITY CLAUSE.	17
8.08. SIGNAGE.	17
8.09. DAVIS-BACON ACT REQUIREMENTS.	17
8.10. AMERICAN IRON AND STEEL REQUIREMENT.	18
8.11. BUILD AMERICA, BUY AMERICA ACT ASSISTANCE REQUIREMENT.	18
8.12. RESERVED.	18
8.13. PUBLIC RECORDS ACCESS.	18
8.14. SCRUTINIZED COMPANIES.	19
8.15. SUSPENSION.	19
8.16. CIVIL RIGHTS.	20
8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.	20
ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE	21
9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.	21
9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.	21
9.03. INSURANCE REQUIRED.	22
ARTICLE X - DETAILS OF FINANCING	22
10.01. PRINCIPAL AMOUNT OF LOAN.	22
10.02. LOAN SERVICE FEE.	22
10.03. FINANCING RATE.	22
10.04. LOAN TERM.	22
10.05. REPAYMENT SCHEDULE.	23
10.06. PROJECT COSTS.	23
10.07. SCHEDULE.	24
10.08. SPECIAL CONDITIONS.	24
ARTICLE XI - EXECUTION OF AGREEMENT	26

**DRINKING WATER STATE REVOLVING FUND  
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT  
LS501770**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF LAKE WORTH BEACH, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

**RECITALS**

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

The Department is authorized to allow Principal Forgiveness on Loans funded by the Federal Safe Drinking Water Act; and

The Project Sponsor has applied for financing of the Project, and the Department has determined that such Project meets all requirements for a Loan and Principal Forgiveness.

**AGREEMENT**

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

**1.01. WORDS AND TERMS.**

Words and terms used herein shall have the meanings set forth below:

- (1) “Agreement” or “Loan Agreement” shall mean this planning, design, and construction loan agreement.
- (2) “Authorized Representative” shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) “Capitalized Interest” shall mean the finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) “Design Activities” shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, and the visual observation of service lines (if not included under the planning activities), for an eligible construction project.

(6) “Electric System” shall mean all facilities owned by the Project Sponsor for supplying electricity for residential, commercial, industrial, and governmental use.

(7) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the Financing Rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(8) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(9) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds.

(10) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(11) “Gross Revenues” shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(12) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(13) “Loan Application” shall mean the completed form which provides all information required to support obtaining planning, design, and construction loan financial assistance from the Department.

(14) “Loan Debt Service Account” shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(15) “Loan Service Fee” shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(16) “Local Governmental Entity” means a county, municipality, or special district.

(17) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(18) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(19) “Parity Debt” shall mean any debt obligations issued that are on an equal commercial lien position with this Loan.

(20) “Planning Activities” shall mean the administrative work (including but not limited to: record research, easement agreements, private property access agreements, service line inventory tabulation, etc.), visual inspection (if part of the technical services agreement) of service lines, and submittal to the appropriate regulatory office and Drinking Water State Revolving Fund for the Project Sponsor to qualify for Drinking Water State Revolving Fund financing for construction of drinking water facilities. Regulatory approval of the inventory submittal is required.

(21) “Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Debt and any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(22) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(23) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct lead service line replacements. The Project is an Equivalency Project as defined in Chapter 62-552, Florida Administrative Code.

(24) “Semiannual Loan Payment” shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(25) “Senior Revenue Debt” shall mean the following debt obligations:

(a) City of Lake Worth Beach, Florida, Consolidated Utility Revenue Bonds, Series 2020, issued in the amount of \$88,930,000, pursuant to Resolution No. 45-2020; supplementing Resolution No. 47-2020; and

(b) City of Lake Worth Beach, Florida, Consolidated Utility Revenue Bonds, Series 2022, issued in the amount of \$44,660,000, pursuant to Resolution No. 24-2022; supplementing 45-2020.

(c) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(26) “Sewer System” shall mean all facilities owned by the Project Sponsor for collection, transmission, treatment and reuse of wastewater and its residuals.

(27) “Utility System” shall mean all devices and facilities of the Electric System, Water System, and Sewer System owned by the Project Sponsor.

(28) “Water System” shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

#### 1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word “person” shall include corporations and associations, including public entities, as well as natural persons.

### ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

#### 2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. Minority and

Women's Business Enterprise goals as stated in the plans and specifications apply to this Project. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using Generally Accepted Accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Project Sponsor's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Project Sponsor shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Project Sponsor shall collect such funds for application as provided herein. The Project Sponsor shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Project Sponsor to levy or appropriate ad valorem tax revenues; or preventing the Project Sponsor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Project Sponsor agrees to complete the Project in accordance with the Project schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. If for any reason planning, design, and construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Project Sponsor shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.



2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor’s legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
4L-02D68122-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$950,000	140129
Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
4L-02D68123-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$95,000	140129

(2) Audits.

(a) In the event that the Project Sponsor expends \$750,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F.

An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Project Sponsor expends less than \$750,000, in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than \$750,000, in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-30000

or

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters

issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

### ARTICLE III - LOAN REPAYMENT ACCOUNT

#### 3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

### 3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

### 3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

### 3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

## ARTICLE IV - PROJECT INFORMATION

### 4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination.

After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

#### 4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

#### 4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

#### 4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee planning, design and construction.

#### 4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured. The Project Sponsor may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

#### 4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

#### 4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

#### 4.08. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred planning, design, and construction costs and related services.

Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

### ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

#### 5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Project Sponsor shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

#### 5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

#### 5.03. MANDATORY CONNECTIONS.

The Project Sponsor shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

#### 5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

#### 5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

#### 5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

#### 5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

### ARTICLE VI - DEFAULTS AND REMEDIES

#### 6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the

happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.



## 6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

## 6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or

remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

## ARTICLE VII - THE PLEDGED REVENUES

### 7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Debt defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

### 7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

## ARTICLE VIII - GENERAL PROVISIONS

### 8.01. DISCHARGE OF OBLIGATIONS.

All Semiannual Loan payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect

defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

#### 8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

#### 8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

#### 8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

#### 8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). A Final Amendment establishing the final Project and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

#### 8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

#### 8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

#### 8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage requirements of the Infrastructure Investment and Jobs Act (IIJA) in order to enhance public awareness of EPA assistance agreements nationwide. A copy of signage requirements as well as EPA logo requirements can be found at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as “IIJA/BIL Projects Only - A copy of signage requirements as well as EPA logo requirements”.

#### 8.09. DAVIS-BACON ACT REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from the EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor’s submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and

training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/interim-davis-bacon-act-guidance>.

#### 8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

#### 8.11. BUILD AMERICA, BUY AMERICA ACT ASSISTANCE REQUIREMENT.

The Project Sponsor's subcontracts must contain the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements").

#### 8.12. RESERVED.

#### 8.13. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399**

8.14. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

(1) The Project Sponsor abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged

with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

#### 8.16. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

#### 8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

## ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

### 9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.
- (6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.
- (7) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.
- (8) Certification that all procurement is in compliance with Sections 8.10 and 8.11 which state that all iron and steel products, manufactured products, and construction materials used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

### 9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.



### 9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as “Revenue Producing Facilities”) to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

## ARTICLE X - DETAILS OF FINANCING

### 10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$1,045,000. Of that, the estimated amount of Principal Forgiveness is \$512,050. The estimated principal amount of the Loan to be repaid is \$532,950, which consists of \$532,950 to be disbursed to the Project Sponsor and \$0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

### 10.02. LOAN SERVICE FEE.

The Loan Service Fee is \$20,900 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$1,045,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Project Sponsor shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

### 10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum.

### 10.04. LOAN TERM.

The Loan term shall be 10 years.

#### 10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan less the Principal Forgiveness plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and the Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$27,693 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee. Interest shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on November 15, 2027 and semiannually thereafter on May 15 and November 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount to be repaid of \$553,850, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

#### 10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The Project Sponsor agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS (\$)
Planning and Design Activities	950,000
Construction and Demolition	95,000
SUBTOTAL (Disbursable Amount)	<u>1,045,000</u>
Less Principal Forgiveness	(512,050)
SUBTOTAL (Loan Amount)	<u>532,950</u>
Capitalized Interest	<u>0</u>
TOTAL (Loan Principal Amount)	<u>532,950</u>

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) This Agreement shall be effective on July 12, 2023. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Initial submittal of Planning and Design Activities is scheduled for October 16, 2024.

(3) A clear site title certification and/or access agreement shall be submitted no later than May 15, 2027.

(4) Completion of Project Planning, Design and Construction Activities is scheduled for May 15, 2027.

(5) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than May 15, 2027.

(6) The first Semiannual Loan Payment in the amount of \$27,693 shall be due November 15, 2027.

10.08. SPECIAL CONDITIONS.

(1) Prior to execution of this Agreement, the following items must be submitted:

(a) A certified copy of the Resolution which authorizes the application, establishes the Pledged Revenues, and designates an Authorized Representative for signing the application and executing the Loan Agreement; and

(b) A Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge; and

(c) A completed Consultants Competitive Negotiation Act form; and

(d) A completed EPA Preaward Compliance Report; and

(e) A completed a Federal Funding Accountability and Transparency Act Form; and

(f) A signed contract between the engineering consulting firm and the Project Sponsor with specific details of the planning and design work to be completed.

(2) The Project Sponsor agrees by execution of this Agreement to the terms and conditions as required by the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law and will ensure contracts whether directly entered into with the Project Sponsor or through the technical services team, incorporate the required provisions of the law into the project.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement LS501770 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for  
**CITY OF LAKE WORTH BEACH**

\_\_\_\_\_

Mayor

Attest:

I attest to the opinion expressed in Section 2.02,  
entitled Legal Authorization.

\_\_\_\_\_

City Clerk

\_\_\_\_\_

City Attorney

SEAL

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_

Secretary or Designee

\_\_\_\_\_

Date

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** September 24, 2024

**DEPARTMENT:** Water Utilities

**TITLE:**

Agreement with Allied Universal Corporation to purchase Sodium Hypochlorite (Bleach) for water treatment and odor control

**SUMMARY:**

This Agreement authorizes the purchase of bulk Sodium Hypochlorite for the City of Lake Worth Beach at a cost not-to-exceed \$472,050.00 on annual basis

**BACKGROUND AND JUSTIFICATION:**

Sodium Hypochlorite is a necessary chemical which is added to the finished water supply and is used for the disinfection of drinking water, killing germs, micro-organisms, algae, etc. Sodium Hypochlorite is also necessary for odor control at the Reverse Osmosis Water Treatment Plant and Master Pump Station.

The City issued an Invitation for Bids (IFB #24-112) seeking bids from qualified vendors for the purchase of bulk Sodium Hypochlorite needed for the Water Treatment Plant and Master Pump Station. This agreement will issue for the initial term of three (3) year with an option for two (2) additional one (1) year renewals. Two bids were received from qualified vendors. Allied Universal Corporation was found to be responsive and responsible and was ultimately recommended for the award. Based on the results of the review of the bids submitted in response to IFB #24-112, Allied Universal Corporation is being recommended to provide bulk deliveries of Sodium Hypochlorite at a cost not to exceed \$472,050.00 annually and is in the best interest of the City.

**MOTION:**

Move to approve/disapprove the Agreement for purchasing bulk Sodium Hypochlorite from Allied Universal Corporation for an amount not to exceed \$472,050.00 on annually.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Allied Universal Corporation Agreement  
IFB #24-112 Bid Tab

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	\$472,050.00	\$472,050.00	\$472,050.00	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Water Utilities	Water Utilities
Division	Water Production/Local Sewer	Water Production/Local Sewer
GL Description	Pay Go	Operating Supplies / Chemicals
GL Account Number	Pay Go	402-7022-533-52-30/403-7231-535-52-30/
Project Number	N/A	N/A
Requested Funds	\$472,050.00	\$472,050.00
Remaining Balance	N/A	N/A

**AGREEMENT FOR GOODS AND SERVICES  
(Liquid Sodium Hypochlorite)**

**THIS AGREEMENT FOR GOODS AND SERVICES** ("Agreement") is made on \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Allied Universal Corporation**, a Florida corporation with its office located at 3901 NW 115 Avenue, Miami, FL 33178 . ("CONTRACTOR")

**RECITALS**

**WHEREAS**, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

**WHEREAS**, the CITY issued Invitation for Bid IFB#24-112 for the procurement of Liquid Sodium Hypochlorite on an as needed basis ("IFB"); and

**WHEREAS**, CONTRACTOR submitted a bid to provide Liquid Sodium Hypochlorite as described and set out in the IFB; and

**WHEREAS**, the CITY desires to accept the CONTRACTOR's bid (with the CONTRACTOR's bid price attached hereto as **Exhibit "A"**) in order for CONTRACTOR to render the goods and services to the CITY as provided herein; and

**WHEREAS**, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

**WHEREAS**, the CITY finds awarding the IFB to the CONTRACTOR as described herein serves a valid public purpose.

**NOW THEREFORE**, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**1. TERM**

1.1 The term of this Agreement shall be for three (3) years from the date approved by the CITY. This Agreement may be renewed for two (2) additional one (1) year renewal periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the CITY's City Commission. The renewal term may be approved by the City Manager. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

**2. SCOPE OF WORK**

2.1 The Scope of Work includes supply and delivery of Liquid Sodium Hypochlorite to Lake Worth Beach Water treatment plant on an as needed basis as more specifically set forth in the IFB's Scope of Work, which is attached hereto as **Exhibit "B"**. Work shall commence upon the issuance of a Purchase Order by the City.



2.2 The CONTRACTOR represents to the CITY that the materials provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 All deliveries of the chemicals shall be made within 48-72 hours of the CITY placing the order with CONTRACTOR. In the event of a natural disaster as determined by the CITY, such as a hurricane, and the CITY places an order, such delivery shall be made on a "first priority" basis. Deliveries shall only occur between the hours of 7:00 am to 3:00 pm Monday through Friday.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

### **4. MATERIALS**

4.1 The CONTRACTOR shall provide all chemicals as more specifically set forth in the IFB.

### **5. FEE AND ORDERING MECHANISM**

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual goods provided and accepted by the CITY at the price identified in CONTRACTOR'S bid, which price is attached as **Exhibit "A"**. The price shall remain firm for the first year of this Agreement.

5.2 Should the CITY require additional chemicals, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional goods being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Work (including each order of chemicals) under this Agreement will be by a City issued Purchase Order(s); however, the terms and conditions stated in a City Purchase Order(s) shall not apply. CONTRACTOR shall not provide goods under this Agreement without a City Purchase Order specifically for the stated goods. CONTRACTOR shall provide the amount of requested goods and price listed in each Purchase Order and not exceed amounts expressed on any Purchase Order. CONTRACTOR shall be liable for any excess goods or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30<sup>th</sup> of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new Purchase Order(s) each Fiscal Year for required and approved goods.

## **6. MAXIMUM COSTS**

6.1 The CONTRACTOR expressly acknowledges and agrees that the total not to exceed cost to complete the Scope of Work in accordance with the IFB and this Agreement is Four Hundred Seventy-Two Thousand Fifty **Dollars (\$472,050.00) per fiscal year**, and no additional costs shall be authorized without prior written approval from the CITY.

## **7. INVOICE**

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

## **8. AUDIT BY CITY**

8.1 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 under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

## **9. COPIES OF DATA/DOCUMENTS**

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

## **10. OWNERSHIP**

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.



## **11. WRITTEN AUTHORIZATION REQUIRED**

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

## **12. DEFAULTS, TERMINATION OF AGREEMENT**

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

## **13. INSURANCE**

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured", on a primary, non-contributing basis and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and



personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

#### **14. WAIVER OF BREACH**

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

#### **15. INDEMNITY**

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage), costs, and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or as a result of the acts, omissions, or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly utilizes in performance of the Scope of Work or other services under this Agreement.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.



## **16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

16.1 This Agreement consists of the terms and conditions provided herein; **Exhibit "A"**, the Contractor's bid price; **Exhibit "B"**, the IFB's Scope of Work, and the remainder of the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the **Exhibit "B"** and the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement 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 Agreement which is not contained herein shall be valid or binding.

## **17. ASSIGNMENT**

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **18. SUCCESSORS AND ASSIGNS**

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **19. OF TRIAL BY JURY**

19.1 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.

## **20. GOVERNING LAW AND REMEDIES**

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 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.

**21. TIME IS OF THE ESSENCE**

21.1 Time is of the essence in all respects under this Agreement.

**22. NOTICES**

22.1 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 (3<sup>rd</sup>) 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 the 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 CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach  
City Manager/Financial Department/Procurement Division  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Allied Universal Corporation  
Attn: Jim Palmer, President/CEO  
3901 NW 115 Avenue  
Miami, FL 33178

**23. SEVERABILITY**

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

**24. DELAYS AND FORCES OF NATURE**

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the



CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

## **25. COUNTERPARTS**

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed electronically.

## **26. LIMITATIONS OF LIABILITY**

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

## **27. PUBLIC ENTITY CRIMES**

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

## **28. PREPARATION**

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **29. PALM BEACH COUNTY INSPECTOR GENERAL**

29.1 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.

### **30. ENFORCEMENT COSTS**

30.1 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 Contract's 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.

### **31. PUBLIC RECORDS**

31.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said 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 the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, 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 services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, 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, 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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV), OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**



## **32. COPYRIGHTS AND/OR PATENT RIGHTS**

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

## **33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

## **34. FEDERAL AND STATE TAX**

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the CITY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor/Contractor be authorized to use the CITY's tax Exemption Number in securing such materials.

## **35. PROTECTION OF PROPERTY**

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

## **36. DAMAGE TO PERSONS OR PROPERTY**

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

## **37. SAFETY: ACCIDENT PREVENTION.**

37.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.



37.2 It is a condition of this Agreement, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Agreement (if authorized), that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

37.3 Pursuant to 29 CFR 1926.3, it is a condition of this Agreement that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

**38. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (Applicable to all federally funded contracts and any subcontracts of \$100,000 or more).

38.1 By execution of this Agreement, CONTRACTOR, if applicable, will be deemed to have stipulated as follows:

- (a) Any CITY facility or property that is or will be utilized in the performance of this Agreement, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604 ), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (b) CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a CITY facility or property that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

**39. SCRUTINIZED COMPANIES**

1. CONTRACTOR certifies that it 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 Agreement 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 Agreement.

2. If this Agreement 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 the Scrutinized Companies with Activities in Iran Terrorism Sectors 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 Agreement 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 the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

3. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
5. 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.
6. 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.

#### **40. E-VERIFY.**

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

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

#### **41. SURVIVABILITY**

- 41.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**42. COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES (2024)**

By signing this Amendment before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Liquid Sodium Hypochlorite) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

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

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services



CONTRACTOR:

ALLIED UNIVERSAL CORPORATION

By: \_\_\_\_\_  
Print Name: Jim Palmer  
Title: President / CEO

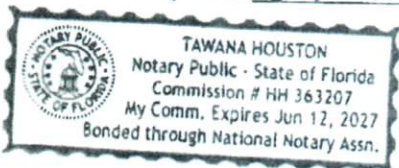
STATE OF Florida  
COUNTY OF Dade

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 11th day of September 2024, by Jim Palmer, as the President / CEO [title] of Allied Universal Corporation, a company 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 under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Allied Universal Corporation to the same.

Tawana Houston  
Notary Public Signature

Notary Seal:

My Commission expires: del 12/2027





**Exhibit "A"**  
**(CONTRACTOR'S BID PRICE)**

(B4)

IFB #24-112 Liquid Sodium Hypochlorite

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the materials set forth in the Specifications. In the event additional quantities are added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated annual quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. Prices shall be delivered FOB destination unloaded, City of Lake Worth Beach Water Utilities, freight allowed and pre-paid. The City will not accept bids that have no shipping prices included in their unit price.

Unit Pricing

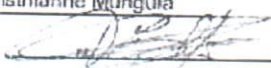
Item	Description	Unit of Measure	Estimated Annual Usage	Unit Price	Annual Extended
<b>Liquid Sodium Hypochlorite</b>					
1.	Full Truckload	Gal	265,000	\$ 1.59 /Gal	\$ 421,350.00
2.	Partial Truckload	Gal	30,000	\$ 1.69 /Gal	\$ 50,700.00
<b>TOTAL BID AMOUNT:</b>					<b>\$ 472,050.00</b>

Name of Bidder: Allied Universal Corporation

Address 3901 NW 115 Ave City Miami ST FL Zip 33178

Phone: ( 305 ) 888-2623 Email: Bids@Allieduniversal.com

Print Name: Cristhianne Mungua Title: Bid Coordinator

SIGNATURE:  Date: 07/02/2024

**Exhibit "B"**  
**(IFB Scope of Work)**

1. **Delivery Location(s)**. The City currently requires delivery of Liquid Sodium Hypochlorite at the two (2) addresses below. The Contractor understands, acknowledges, and agrees that the City may elect to add, remove, or revise delivery locations in the future.

Location	Building	Address	Quantity	Storage Tank Size
1	Water Plant	301 College Street, Lake Worth Beach, FL 33460	4	4,500 Gallons
			1	6,700 Gallons
2	Master Pump Station	202 South Golfview Road, Lake Worth Beach, FL 33460	1	1,450 Gallons

The delivery location(s) are located within a wellfield zone. Contractor shall comply with any and all Department of Environmental Resources Management (ERM) delivery and handling requirements.

2. **Delivery and Order Fulfillment**. Delivery shall be successfully completed within 48-72 hours of order placement or as stated by the ordering location. Pertinent and specific delivery details shall be communicated at time of order placement.

The Contractor shall be responsible for pumping the Liquid Sodium Hypochlorite into the City's storage tanks at the delivery sites (City-owned property). Additionally, the contractor shall be responsible for supplying all required tools and equipment to safely and efficiently offload the Liquid Sodium Hypochlorite.

The Contractor's vehicle shall be equipped with a 2" Cam Lock Filler Nozzle, or equivalent, for product dispensing (unload).

The Contractor shall be solely responsible for all spills resulting from the failure of it's, or its subcontractor's, equipment or delivery personnel proper performance of their duties. Contractor's delivery personnel, or contracted courier, shall routinely inspect and observe the offloading operations.

Contractor is required that before, during, and after a public emergency, disaster, hurricane, flood, or Act of God that the municipal government, through the City, shall require a "first priority" basis for goods and services. It is vital and imperative that the citizens are protected from any situation that threatens public health and safety.

Time of Delivery: Monday through Friday 8:00 am to 3:00 pm; exceptions can be made for emergencies.

3. **Quantities**. Quantities specified are based on annual estimates. **Prices and quantities are based on gallons, NOT weight.** There shall be no minimum order requirements. Product shall be delivered in thoroughly cleaned tank trucks. The City reserves the right to order in quantities less than a tanker load (LTL).

The City makes no guarantee regarding the quantity to be purchased and reserves the right to vary the quantities, based on need.

Product shall be delivered in bulk as follows:

**Item 1** – Full Truckload - 5,000 Gallons

**Item 2** – Partial Truckload - Less Than 5,000 Gallons

4. **Delivery & Invoice Documentation.** The City requires all shipments be accompanied by a packing list or bill of lading stating, at a minimum, a description of the product and quantity. Shipments shall bear warning labels as specified by USDOT regulations. Invoices shall contain, at a minimum, the City Purchase Order number, delivery date, quantity, product description, price, and unique invoice number.

**Delivery Reports:**

A certified report from the manufacturer shall be submitted for each Liquid Sodium Hypochlorite delivery to the City. The report shall contain the following data:

- A. Date & Time of Manufacturing Process
- B. Percent by weight of:
  - 1. Sodium Hypochlorite
  - 2. Available Chlorine
  - 3. Excess Sodium Hydroxide
- C. Specific Gravity (Referenced to a temperature)
- D. Suspended Solids Test Time

No deliveries will be accepted by the City unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

5. **Quality Assurance (QA) & Returned Goods.** The Contractor shall be solely responsible for ensuring that the Liquid Sodium Hypochlorite is the correct quantity and that it meets all the specifications outlined in this agreement. Deliveries that do not meet specifications and requirements, including quality standards, shall be subject to delivery refusal and return to the Contractor, at the expense of the Contractor. No costs will be incurred by the City.

6. **Material Safety Data Sheet (MSDS) and Safety Compliance.** A current Material Safety Data Sheet (MSDS) must be submitted for each applicable item within seven (7) calendar days of notification of award and with each shipment. The Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA and its amendments).



7. **Liquid Sodium Hypochlorite Technical Specifications.**

- Shall be NSF approved
- Product specifications (as per AWWA Standard B300 latest revision):
  - Trade name: Hypochlorite Solution, Bleach
  - Chemical formula: NaOCl
  - Composition: Minimum: 120 G/L (12.0 Trade %), 10.3 % available chlorine by weight or 10.8% Sodium Hypochlorite by weight
  - Specific gravity: at 20C - 1.1 - 1.2
  - Molecular weight: 74.5
  - Appearance: Light-yellow to green clear liquid solution
  - Solubility in water: Complete
  - Freezing Temperature: minus 7C to minus 10C
  - Total free alkali (expressed as NaOH) < 1.5% by weight

**[End of Scope of Work]**



**City of Lake Worth Beach**

**BID TABULATION - IFB #24-112 Liquid Sodium Hypochlorite**

				Allied Universal Corporation		Odyssey Manufacturing Company	
ITEM #	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL USAGE	UNIT PRICE	ANNUAL EXTENDED	UNIT PRICE	ANNUAL EXTENDED
1	Full Truckload	Gal	265,000	\$1.59	\$421,350.00	\$1.70	\$450,500.00
2	Partial Truckload	Gal	30,000	\$1.69	\$50,700.00	\$1.95	\$58,500.00
<b>TOTAL BID:</b>				<b>\$472,050.00</b>		<b>\$509,000.00</b>	
Bid Package Cover Sheet (B1)				Submitted		Submitted	
Minimum Qualifications (B2)				Submitted		Submitted	
Bid (B3)				Submitted		Submitted	
Schedule of Unit Prices & Delivery (B4)				Submitted		Submitted	
Substitution Sheet (B5)				N/A		N/A	
Manufacturer Verification Form (B6)				Submitted		Submitted	
Reference List (B7)				Submitted		Submitted	
Affidavit Of Prime Bidder re Non-collusion (B8)				Submitted		Submitted	
Drug Free Certification (B9)				Submitted		Submitted	
Campaign Contribution Statement (B10)				Submitted		Submitted	
Scrutinized Companies Certification (B11)				Submitted		Submitted	
Veteran Business Enterprise, Small Business and/or Local Business Preference Form (B12)				N/A		N/A	
Addendum Acknowledgment				Yes		Yes	
Manufacturer Data Sheet/Technical Specs/Drawings				Yes		Yes	
Compliance				Yes		Yes	