



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

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Vice Mayor Andy Amoroso

AGENDA - Additions / Deletions / Reordering:

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

- A. [Presentation of the 2019 Annual Report by Edward Liberty](#)
- B. [Presentation by Edward Liberty of the 2020 Mid-year Financial Results and Current Key Performance Indicators](#)
- C. [2020 Earth Day Announcement of CO2 reductions in our electric supply](#)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

Click on this link to submit a public comment card: <https://lakeworthbeachfl.gov/public-comment-card/>

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

- A. [Ratification of Agreement with Wesco Distribution Inc., for the purchase of Metering Voltage Transformers](#)
- B. [Ratification of First Amendment to original Agreement with ENCO Utility Services, LLC](#)
- C. [Ratification of Task Order No. 3 with TEAMWORKnet for professional engineering services](#)
- D. [Ratification of Work Order No. 3 with The L.E. Myers Co., for 7th Ave N. Pole Relocation and Storm Hardening](#)
- E. [Ratification of Work Order No. 15 with NuCAT Corp. to provide and install new radiators on spare substation transformer](#)
- F. [Agreement with E & F Florida Enterprises, Inc. dba Creative Contracting Group for warehouse to office space conversion at 1900 2nd Ave N.](#)
- G. [Letter Agreement with Florida Municipal Power Agency \(FMPA\) for Consulting Engineering Services by Quanta Technology](#)
- H. [Resolution No. 13-2020 – Electric Vehicle Charging Infrastructure Phase I Application](#)

ADJOURNMENT:

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

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: April 28, 2020

TITLE:

Presentation of the 2019 Annual Report by Edward Liberty

SUMMARY:

A summary review of the Electric Utilities Annual Report for 2019

BACKGROUND AND JUSTIFICATION:

The Electric Utility has issued its report for 2019 highlighting the accomplishments of the organization in area such as cost control, reliability improvements, focus on the customer experience, and CO2 reduction initiatives.

MOTION:


N/A

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
2019 Annual Report

A background image of solar panels, showing a grid of dark blue panels with lighter blue lines, receding into the distance under a clear sky.

2 0 1 9 A N N U A L R E P O R T

A coastal scene featuring a dark blue ocean with white waves crashing onto a sandy beach. A palm tree is visible in the foreground, partially obscured by a teal overlay. The sky is a deep blue with some white clouds.

Your Citizen
Owned Energy
at Work

CitizenOwnedEnergy.com



We support the Lake Worth Beach Strategic Plan through our relentless pursuit of lower energy cost, increased reliability, better customer service and working towards a carbon-free future





We are committed to providing our community with the lowest cost, most reliable, and sustainable power possible

Ed Liberty, Utility Director

As the electric utility serving the City of Lake Worth Beach and the surrounding communities of the Village of Palm Springs and Palm Beach County, we support the Lake Worth Beach Strategic Plan to achieve a vibrant and sustainable future. As your electric utility, we support the community in its efforts to attract people looking for a great place to live and work.

The most significant impact our electric utility can have is by delivering low cost, reliable, and clean energy. We are pleased to share with you our 2019 results and future vision.

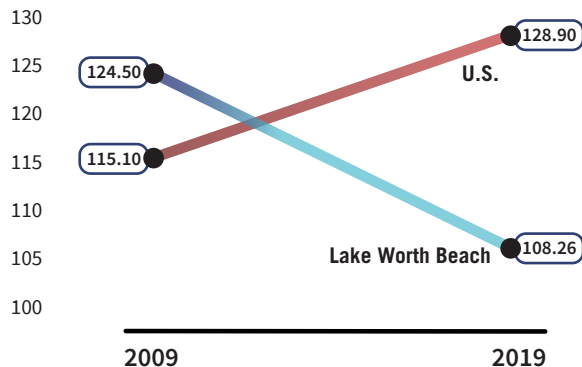
A year of progress against our most important goals

Reduced cost

In 2019 we maintained our residential electric rates among the most competitive in the state of Florida and well below the national average. We achieved this through continued cost-cutting, including new wholesale power contract to reduced internal operating costs. Our purchased power costs decreased in part from the national trend of decreased natural gas prices, which directly affect almost 50% of our energy supply, but also from improved capacity pricing and increased operational flexibility.

Savings achieved have been reinvested in the electric utility to strengthen our financials and in electric system improvements while also providing our citizen owners with over \$6.6 Million annually in contributions to support valued services such as basic city operations, parks and recreation, law enforcement, fire and rescue, and a multitude of community festivals and entertainment activities.

LAKE WORTH BEACH RESIDENTIAL COST LOWER TODAY THAN 10 YEARS AGO AND WELL BELOW NATIONAL AVERAGE²



COST REDUCTIONS



CONTRIBUTION TO THE COMMUNITY¹



**\$6.6
MILLION
ANNUALLY**

Improved reliability

Our focus on reliability efforts which we initiated in 2018 began to show positive results in 2019. Our most important measures of reliability, numbers of outages and average times of interruptions, both decreased over 39% while the average length of time to restore customers affected by outages decreased by over 28%. These gains are evidence that the measures we've implemented are having a positive effect and are improving our customers' experience.

Our \$100 million capital plan for 2020 and beyond has been approved resoundingly by our Mayor and City Commission as a show of our commitment to continued improvements. Projects underway in 2020 include hardening of critical infrastructure to improve reliability, deployment of technology aimed at minimizing outage durations, increased use of pole wraps and shielding of energized equipment to keep wildlife from accessing overhead lines, and significantly increased vegetation and tree trimming efforts to reduce contact with our lines.

Sustainability; Energy Efficiency and Solar Energy

We continue to make strides in reducing our carbon footprint. Building on gains made in reducing electric consumption associated with providing needed City services, such as converting the City's streetlights to lower wattage LED versions, replacing HVAC equipment in City buildings with

1 Comprised of \$4.8 million General fund contribution plus \$1.8 million in shared services

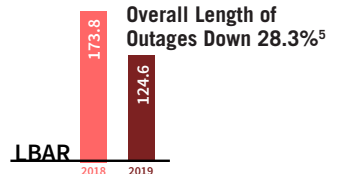
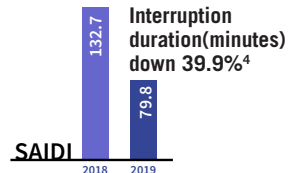
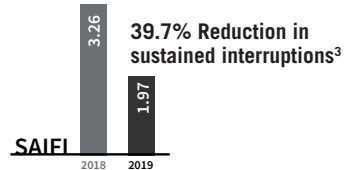
2 City rates from FMEA Analysis of 1,000 kWh per month and U.S. from EIA Annual Electricity for Residential

3 SAIFI: How often the average customer experiences a sustained interruption

4 SAIDI: The total duration of interruption for the average customer(minutes)

5 LBAR: The overall length of outages

RELIABILITY IMPROVEMENTS



We have a viable plan for continued improvement and the projects, contracts, and team in place to deliver it.

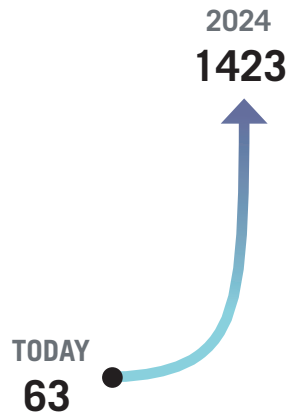
more efficient equipment, to installing simple devices such as motion sensors for indoor lighting, and adding electric vehicles to our fleet, our Citizen Owned solar photovoltaic farm atop a closed City landfill has been exceeding production estimates. Your Lake Worth Beach electric utility is making visible commitments to significantly reducing air emissions associated with electricity use.

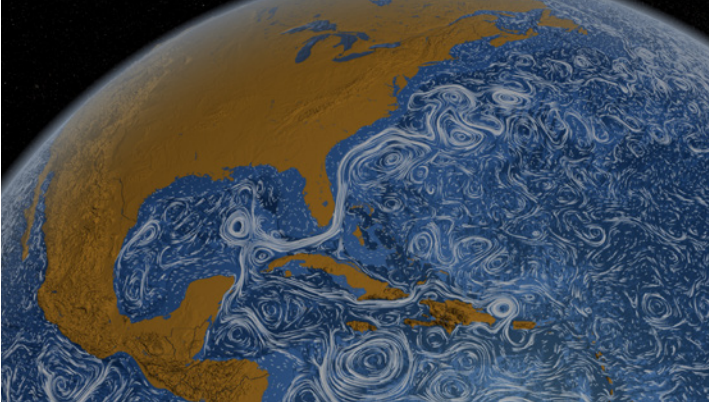
We've committed to participate in the Florida Municipal Power Agency's Solar Project by agreeing to purchase the output of over 36 Megawatts of solar panels beginning in 2023. Combined with our own 1.7 Megawatt solar farm's output and our long held 22 Megawatt share in the St. Lucie nuclear plant, all of our customers will benefit from an electric supply that is over 50% carbon free. Our significant commitment to the purchase of solar energy from the largest solar energy installations in the state places us among the leaders in the state of Florida and comes with production guarantees and very competitive and stable pricing over a period of 20 years

Ocean Current Energy

Lake Worth Beach's leadership are tireless proponents and promoters of utilizing the naturally occurring Gulfstream current to produce clean electric energy. Your electric utility is uniquely located to provide the land-side interconnections needed to bring ashore the electricity generated from this natural resource.

INSTALLED SOLAR WATTS PER CUSTOMER





We are partnering with the Southeast National Marine Renewable Energy Center at Florida Atlantic University to harness the power of ocean current technologies

Working in conjunction with the Southeast National Marine Renewable Energy Center at Florida Atlantic University, the City of Lake Worth Beach has completed conceptual studies of how this resource can be harnessed. Supported by expressions of interest from equipment developers and manufacturers worldwide the City is working to secure needed Federal and State grant funding to move the project from concept to detailed engineering, with the aim of establishing Lake Worth Beach, Palm Beach County, and the State of Florida as the nation's epicenter of innovation in sustainable ocean current energy production.

2020 and Beyond

Our challenges are significant, as are our opportunities. We performed well in 2019 in our reliability improvement efforts, and we see results in our cost reduction initiatives initiated in 2017 and 2018. Our results not only show in our detailed analysis but, more importantly, are experienced by our customers every day. We forge ahead, knowing that we have a viable plan for continued improvement, projects underway, and contracts in place to achieve the plan, and the team needed to execute the plan.

Ed Liberty

Utility Director

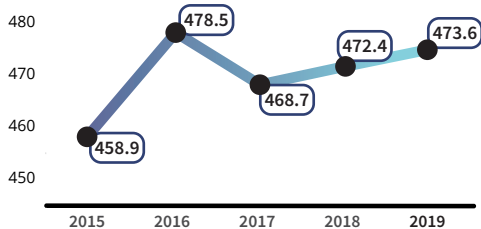
Lake Worth Beach Electric Utility

Highlights

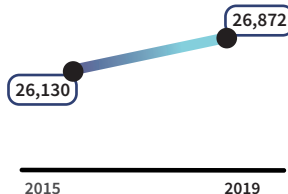
Performance highlights

GROWING ELECTRIC DELIVERIES

Thousands of MwHrs



GROWING CUSTOMER BASE



Solar projects

FALL 2017

1.7 MW City-owned solar farm atop our landfill

SUMMER 2023

10 MW contract with FMPA Municipal Solar I

FALL 2023

26.55 MW contract with FMPA Municipal Solar II



Customer experience improvements

IMPROVED WAYS TO PAY:

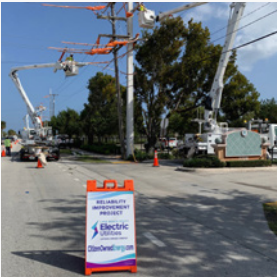
- Pay by phone any time, day or week.
- Customer payment portal.
- Pay Near me: pay in cash in person at multiple locations any day of the week and outside of business hours.

 **CVS pharmacy**®



FAMILY DOLLAR

System hardening and reliability



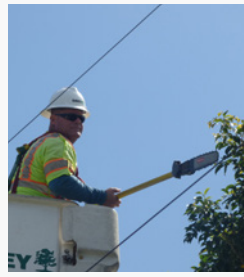
SYSTEM HARDENING

Installing poles designed to withstand category 5 winds.



WILDLIFE WRAPS

Protective wraps to prevent outages caused by wildlife coming in contact with energized equipment.



VEGETATION MANAGEMENT

Clearing trees and brush from contacting energized equipment.

We are committed to our role supporting The City of Lake Worth Beach Strategic Plan

PILLAR ONE

Competitive location of choice

ECONOMIC DEVELOPMENT INCENTIVES

The Mid residential and commercial development on North Dixie Highway at 17th Avenue supports multiple City initiatives, and includes an incentive tied to the realization of future electric utility revenues from the project.

The Bohemian residential and commercial development 1017 Lake Avenue includes an incentive tied to the realization of future electric. Avenue includes an incentive tied to the realization of future electric. utility revenues from the project.

PILLAR TWO

Neighborhood of communities

DIVERSIFY HOUSING OPTIONS

Support of new housing development in urban areas of the City located East of Route 95 with economic incentives and infrastructure upgrades.

PILLAR THREE

Cultural & Historical Diversity

INSPIRING ARTS AND CULTURE THROUGH CITY EVENTS AND PROGRAMS

Sponsorship of City events such as the Street Painting Festival and other cultural events through our contribution to the city's general fund.

PILLAR FOUR

Sustainable Community

ACHIEVE ECONOMIC AND FINANCIAL SUSTAINABILITY AND FACILITATE ENVIRONMENTAL SUSTAINABILITY THROUGH INFRASTRUCTURE INVESTMENTS

We are upgrading our infrastructure to ensure improved electric service reliability and resilience to storms and wildlife.

Continued contributions to the City's general fund and shared services to offset tax increases.

The Bohemian residential and commercial development 1017 Lake Avenue includes an incentive tied to the realization of future electric utility revenues from the project.

PILLAR FIVE

Government for all

ESTABLISH A CULTURE OF CONTINUOUS IMPROVEMENT AND STRENGTHEN STANDARDIZED PROCESSES

We've improved internal and external processes aimed at reducing costs, improving customer experience through the use of technology, combined with benchmarking to peers and tracking of key performance indicators with a focus on continuous improvement

Public reporting and discussion of progress towards goals through the addition of a third monthly meeting of the City Commission to focus on electric utility matters.

LAKE WORTH BEACH CITY COMMISSION



Mayor
Pam Triolo



Vice Mayor
Andy Amoroso



Vice Mayor
Pro Tem
Scott Maxwell



District 2
Commissioner
Omari Hardy



District 4
Commissioner
Herman Robinson

LAKE WORTH BEACH
ELECTRIC UTILITY

Ed Liberty, Utility Director

CITY MANAGER

Michael Bornstein

Your Citizen
Owned Energy
at Work

CitizenOwnedEnergy.com

www.CitizenOwnedEnergy.com

www.lakeworthbeachfl.gov/electric

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: April 28, 2020

TITLE:

Presentation by Edward Liberty of the 2020 Mid-year Financial Results and Current Key Performance Indicators

SUMMARY:

Review of 2020 mid-year financial results related to revenues and expenses as well as a projection of year-end results for various revenue and expense scenarios.

BACKGROUND AND JUSTIFICATION:

The City's electric utility monitors, tracks, and reports its financial performance monthly relative to budget, as well as forecasts year-end performance based on identified expected changes and recent trends in leading indicators. Leading indicators to potential revenue impacts to the City's utilities during the current health crisis are being monitored, with City leadership updated periodically.

MOTION: N/A

ATTACHMENT(S):

PowerPoint Presentation

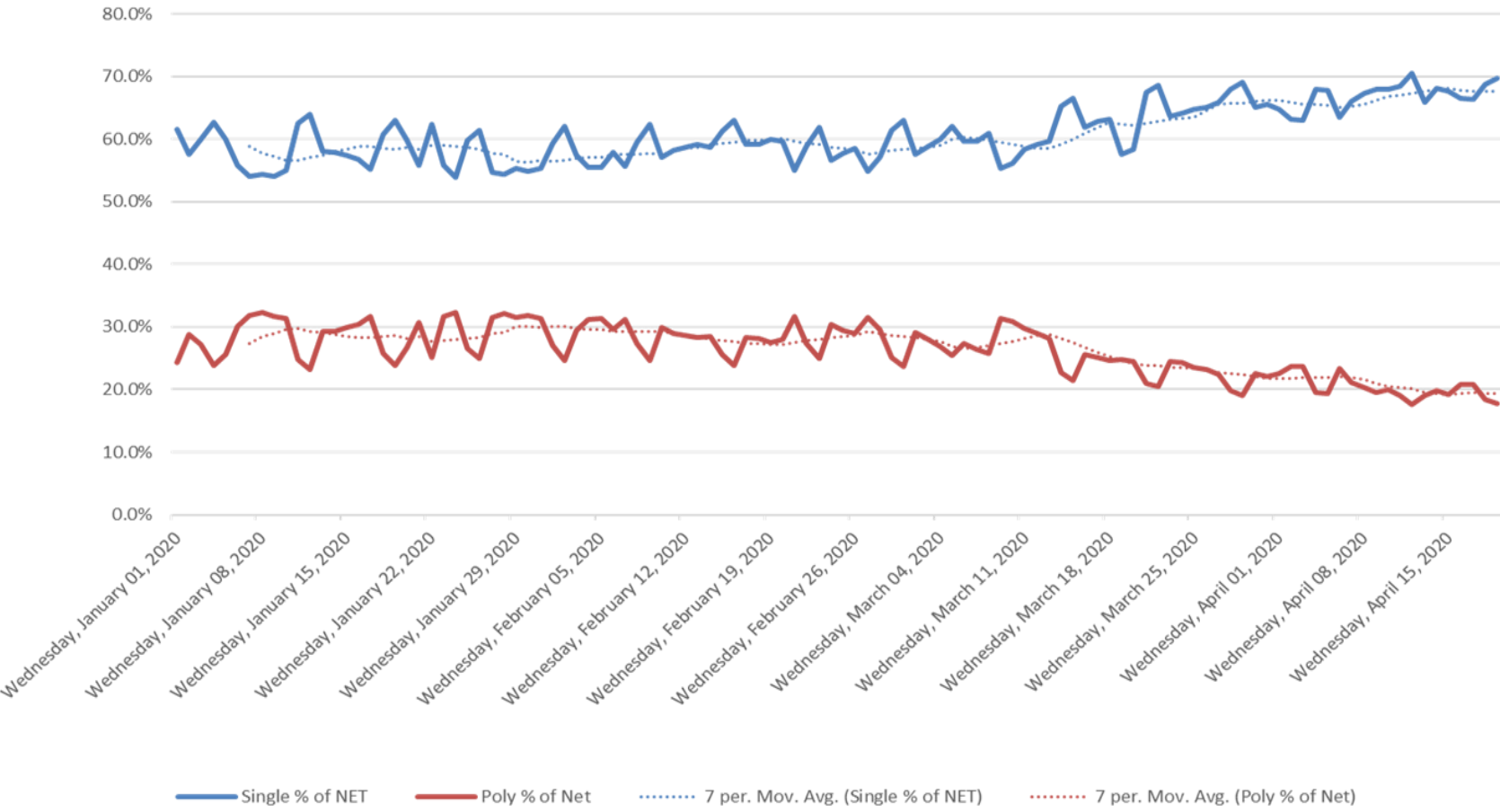


Electric Utility Presentation
April 28, 2020
Ed Liberty, Electric Utility Director

Energy Use Metrics Showing Increases In Energy Delivered

	<u>kWh FYTD</u>	<u>TDD FYTD</u>	<u>CUST FYTD</u>	<u>kWh APRIL</u>	<u>TDD APRIL</u>	<u>CUST MAR</u>	<u>AVG Daily Peak</u>
	<u>4/20/2020</u>	<u>4/20/2020</u>	<u>3/31/2020</u>	<u>4/20/2020</u>	<u>4/20/2020</u>	<u>3/31/2020</u>	<u>4/20/2020</u>
2019	230684365	2025	159889	25534955	235	26766	71.78
2020	233856864	2326	161593	25717221	284	27074	72.65
Change	3172499	301	1704	182266	49	308	0.87
%	1.375%	14.864%	1.066%	0.714%	20.851%	1.151%	1.212%

Residential & Commercial Consumption by % to Net System



6+6 Financial Forecast

SUMMARY OF FINANCIAL ACTIVITY FY 2020 (Pre-Residential & Commercial Reduction)							
	Category	FY 2020	FY 2020	FY 2020	FY 2020	Totals	
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		
		Actual	Actual	Projections	Projections		
A.						\$\$\$	
1	6 Mth Actual &	Total Revenues	\$ 13,867,490	\$ 11,169,179	\$ 19,629,182	\$ 19,535,658	\$ 64,201,510
2	Base Case Forecast	Total Expenditures	\$ (10,672,214)	\$ (10,798,578)	\$ (18,804,280)	\$ (20,642,689)	\$ (60,917,761)
3		Operating Income	\$ 3,195,277	\$ 370,601	\$ 824,903	\$ (1,107,031)	\$ 3,283,749
B.							
4	6 Mth Actual &	Total Revenues	\$ 13,867,490	\$ 11,169,179	\$ 14,373,338	\$ 24,461,252	\$ 63,871,260
5	Revised Forecast	Total Expenditures	\$ (10,672,214)	\$ (10,798,578)	\$ (18,633,842)	\$ (18,059,384)	\$ (58,164,018)
6		Operating Income	\$ 3,195,277	\$ 370,601	\$ (4,260,504)	\$ 6,401,868	\$ 5,707,242

6+6 Forecast with 5% Reduction in Revenue

SUMMARY OF FINANCIAL ACTIVITY FY 2020 (5% Reduction)							
	Category		FY 2020	FY 2020	FY 2020	FY 2020	Totals
			1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
			Actual	Actual	Projections	Projections	
A.							\$\$\$
1	6 Mth Actual &	Total Revenues	\$ 13,867,490	\$ 11,169,179	\$ 19,629,182	\$ 19,535,658	\$ 64,201,510
2	Base Case Forecast	Total Expenditures	\$ (10,672,214)	\$ (10,798,578)	\$ (18,804,280)	\$ (20,642,689)	\$ (60,917,761)
3		Operating Income	\$ 3,195,277	\$ 370,601	\$ 824,903	\$ (1,107,031)	\$ 3,283,749
B.							
4	6 Mth Actual &	Total Revenues	\$ 13,867,490	\$ 11,169,179	\$ 13,685,563	\$ 23,538,936	\$ 62,261,168
5	Revised Forecast	Total Expenditures	\$ (10,672,214)	\$ (10,798,578)	\$ (18,633,842)	\$ (18,059,384)	\$ (58,164,018)
6		Operating Income	\$ 3,195,277	\$ 370,601	\$ (4,948,279)	\$ 5,479,552	\$ 4,097,150

6+6 Forecast with 10% Reduction in Revenue

SUMMARY OF FINANCIAL ACTIVITY FY 2020 (10% Reduction)

	Category	FY 2020	FY 2020	FY 2020	FY 2020	Totals	
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		
		Actual	Actual	Projections	Projections		
A.						\$\$\$	
1	6 Mth Actual &	Total Revenues	\$ 13,867,490	\$ 11,169,179	\$ 19,629,182	\$ 19,535,658	\$ 64,201,510
2	Base Case Forecast	Total Expenditures	\$ (10,672,214)	\$ (10,798,578)	\$ (18,804,280)	\$ (20,642,689)	\$ (60,917,761)
3		Operating Income	\$ 3,195,277	\$ 370,601	\$ 824,903	\$ (1,107,031)	\$ 3,283,749
B.							
4	6 Mth Actual &	Total Revenues	\$ 13,867,490	\$ 11,169,179	\$ 12,997,787	\$ 22,616,619	\$ 60,651,076
5	Revised Forecast	Total Expenditures	\$ (10,672,214)	\$ (10,798,578)	\$ (18,633,842)	\$ (18,059,384)	\$ (58,164,018)
6		Operating Income	\$ 3,195,277	\$ 370,601	\$ (5,636,055)	\$ 4,557,235	\$ 2,487,058

6+6 Forecast with 15% Reduction in Revenue

SUMMARY OF FINANCIAL ACTIVITY FY 2020 (15% Reduction)

	Category	FY 2020	FY 2020	FY 2020	FY 2020	Totals	
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		
		Actual	Actual	Projections	Projections		
A.						\$\$\$	
1	6 Mth Actual &	Total Revenues	\$ 13,867,490	\$ 11,169,179	\$ 19,629,182	\$ 19,535,658	\$ 64,201,510
2	Base Case Forecast	Total Expenditures	\$ (10,672,214)	\$ (10,798,578)	\$ (18,804,280)	\$ (20,642,689)	\$ (60,917,761)
3		Operating Income	\$ 3,195,277	\$ 370,601	\$ 824,903	\$ (1,107,031)	\$ 3,283,749
B.							
4	6 Mth Actual &	Total Revenues	\$ 13,867,490	\$ 11,169,179	\$ 12,310,012	\$ 21,694,303	\$ 59,040,984
5	Revised Forecast	Total Expenditures	\$ (10,672,214)	\$ (10,798,578)	\$ (18,633,842)	\$ (18,059,384)	\$ (58,164,018)
6		Operating Income	\$ 3,195,277	\$ 370,601	\$ (6,323,830)	\$ 3,634,919	\$ 876,966

Customer Payment Methods

Payment TYPE						
	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar
CREDIT CARDS	48%	44%	42%	46%	47%	43%
CHECKS	28%	28%	28%	26%	25%	26%
e-Checks	1%	6%	7%	8%	8%	8%
ACH (old)	12%	10%	11%	10%	10%	10%
AUTO PAY (new)	-	0%	1%	3%	4%	5%
CASH (local office)	11%	12%	10%	0%	0%	0%
CASH (PayNearMe)	<1%	0%	1%	7%	6%	8%
# of Transactions	29,790	24,641	30,503	29,398	26,720	30,620
Payment DETAIL						
	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar
Online	34%	36%	33%	36%	36%	36%
By Mail	21%	20%	21%	21%	21%	20%
Walk-Ins	15%	17%	15%	0%	0%	0%
ACH (old)	12%	10%	11%	10%	10%	10%
Auto Pay (new)	-	0%	1%	3%	4%	5%
Drop Box	7%	7%	7%	8%	9%	9%
Local Office	0%	0%	0%	0%	0%	0%
Paymentus IVR	11%	10%	11%	15%	14%	12%
PayNearMe	0%	0%	1%	7%	6%	8%
# of Transactions	29,790	24,641	30,503	29,398	26,720	30,620
Walk-Ins						
	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar
CASH	73%	70%	71%	0%	0%	0%
CREDIT CARD	25%	28%	26%	0%	0%	0%
CHECK	2%	2%	3%	0%	0%	0%
# of Transactions	4,407	4,123	4,300	0	0	0

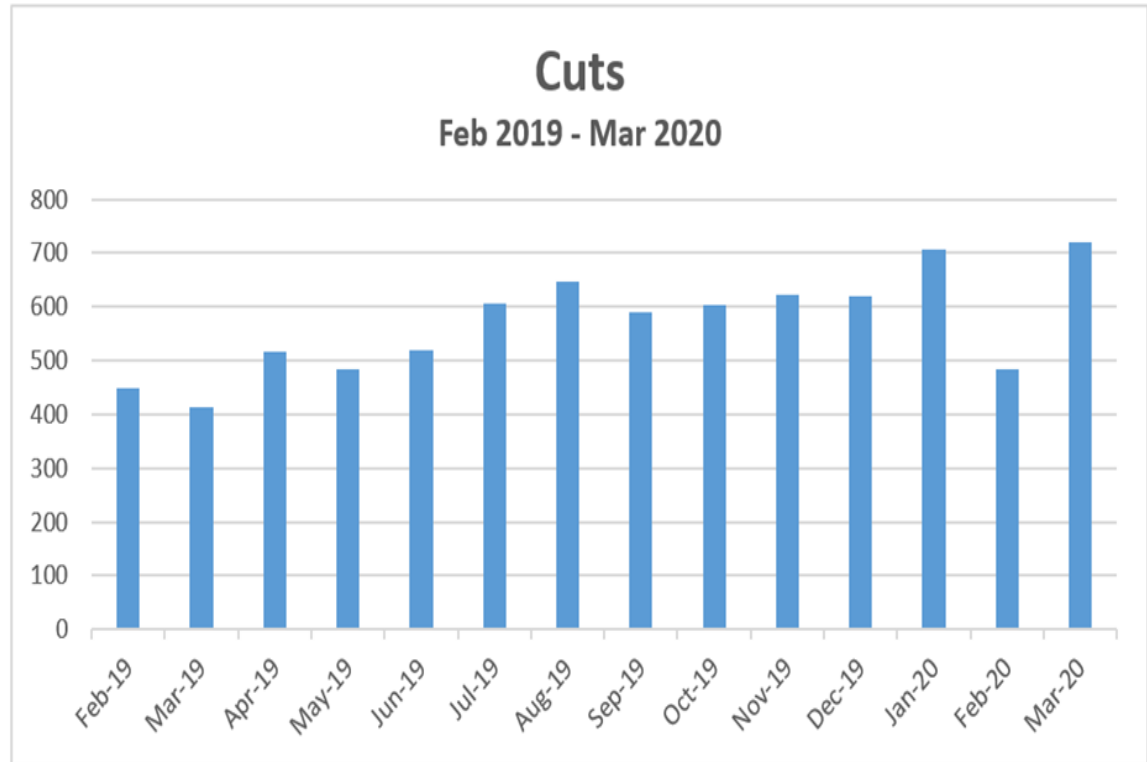
Servicing Customers Continues via Email and Phone

DATE	NEW Service	FINAL Service
3/17/2020	19	14
3/18/2020	13	12
3/19/2020	22	10
3/20/2020	15	12
3/23/2020	16	21
3/24/2020	14	13
3/25/2020	21	21
3/26/2020	24	13
3/27/2020	24	6
3/30/2020	26	30
3/31/2020	36	36
4/1/2020	34	23
4/2/2020	19	16
4/3/2020	29	16
4/6/2020	20	14
4/7/2020	8	6
4/8/2020	23	16
4/9/2020	22	6
4/10/2020	19	4
4/13/2020	4	13
4/14/2020	13	13

Account Cuts Over Prior 14 Months

<i>month</i>	<i># cuts</i>	<i>biz days</i>	<i>daily avg.</i>
Feb-19	450	19	24
Mar-19	413	21	20
Apr-19	517	22	24
May-19	484	23	21
Jun-19	518	20	26
Jul-19	606	22	28
Aug-19	648	22	29
Sep-19	589	20	29
Oct-19	604	23	26
Nov-19	622	19	33
Dec-19	620	20	31
Jan-20	707	22	32
Feb-20	484	19	25
Mar-20	721	22	33

7983 **294** **27**
TOTAL CUTS **BIZ DAYS** **DAILY AVG**



Cuts Waived -3/18-4/21

Accounts that would have been CUT

# of Days	# of Accounts that would have been Cut	\$ Amount that would have been Cut	\$ Amount Paid	\$ Amount Remains Unpaid
19	2119	\$ 416,824	\$ 138,463	\$ 278,361

County Assistance with Utility Bills

10	1403	457	3
TOTAL # of DAYS OVER WHICH CALLS HAVE BEEN MADE	TOTAL CALLS MADE	TOTAL NUMBER OF CUSTOMERS INTERESTED	TOTAL MOVED

- A total of 204 applications for assistance have been submitted to the County
 - 26 have been processed
 - 75 are currently being reviewed
 - the rest are pending additional documentation from clients
- Data includes requests for assistance with all utilities in Palm Beach County, not just Lake Worth Beach

Bill Reductions Due to Decreasing Nat. Gas Prices; What are other Municipals doing?

Utility	Reduction	Timeframe
1. Bushnell	PCA reduction, approximately 8% overall savings	May-June
2. Clewiston	PCA reduction, approximately 10% overall savings	May-June
3. Green Cove Springs	Zero PCA fee, approximately 15% reduction	April
4. Homestead	PCA reduction, approximately 27% overall savings	May
5. JEA	\$27 million fuel credit, approx. \$25 per customer	May
6. Beaches Energy Services	Zero PCA fee, approximately 21% reduction	April
7. Key West	COVID-19 rate relief fund, approx. 10% reduction	May-June
8. Kissimmee	Fuel credit of \$8 million or 15% reduction	May-August
9. Lakeland	7% reduction for two months in addition to previously approved planned April reduction	May-June
10. Leesburg	Zero PCA fee, approximately 9% reduction	May-June
11. Mount Dora	PCC reduction of approximately 10%	April-Sept.
12. Orlando	\$7.5 million fuel credit, approx. 12% reduction	May
13. Winter Park	Zero PCA, savings of \$750,000 or approximately 20% overall reduction	May-June

Lake Worth Beach's Options

- Our Power Supply costs are lower
 - Forecasted to be ~\$1.3 million below FY20 Budget
 - Savings inherent in the new OUC contract effective 1/1/2019
- Savings are being used to rebuild fund balances which were depleted in 2018
- Fund balance remains well below recommended minimums of 3 months operating expenses; likely less than the ~\$10.5 million recommended by Stantec
 - Actual Fund Balance is pending release of 2019 Audited Financials

Stantec Statement from Financial Sustainability Analysis (Oct. 8, 2019)

“Based upon our industry experience, effective utilities often target a minimum operating reserve in the range of 3 – 12 months of annual O&M expenses, depending on other reserve funds and practices, local economic conditions and other financial management policies and procedures.

For Lake Worth Beach, the FSA reflects a target minimum working capital (operating) reserve equal to 3 months of O&M expenses. This particular objective is generally not established as a strict minimum, as many factors could create circumstances under which a utility may elect to allow fund balances to fall below that target for a period of time.

With respect to the current Financial Sustainability Analysis, the Electric Fund’s working capital reserves are below the 3 months target.”

Next Steps

- Leidos was retained by the City to perform a cost of service study; work began in March 2020 with exchanges of data already underway
- Continue to monitor customer revenues to determine impacts on revenues.
 - Leading indicators tracked daily and weekly
 - Report trends to City Commission at monthly meeting
- Review FY2019 audited financials with adjustments for FY2020 using 6+6 forecast;
 - FY2019 audited financial anticipated by end of April 2020
- Continue to Bring items above to the City Commission's attention as available for discussion and policy determination

End.....Questions



EXECUTIVE BRIEF

ELECTRIC UTILITY MEETING

AGENDA DATE: April 28, 2020

TITLE:

2020 Earth Day Announcement of CO2 reductions in our electric supply

SUMMARY:

Review of the City's electric utility's results in reducing CO2 emissions associated with its electric supply since 2005, its current emission rates, and its forecasted emission rates for 2025.

BACKGROUND AND JUSTIFICATION:

CO2 emissions are considered to be a greenhouse gas and are a byproduct of electricity production from fuels such as coal, oil, and natural gas. Lake Worth Beach's electric utility has reduced its emissions associated with the production of electricity delivered to its customers beginning with 2005 as the generally accepted benchmark year and has plans in place to achieve further reductions by 2025.

The City's electric utility has achieved reductions through the decreased percentage of coal based generation in its power supply, increased use of natural gas as a fuel source combined with electricity purchases from more efficient power plants, implementation of energy efficiency and energy conservation projects City-wide, and adding solar energy to its power supply.

Future reductions required to achieve the 2025 forecasted emission rates will be made possible by the City's commitment to add over 36 Megawatts of solar to its portfolio by year-end 2023.

MOTION:

n/a

EXECUTIVE BRIEF

ELECTRIC UTILITY MEETING

AGENDA DATE: April 28, 2020

TITLE:

Ratification of Agreement with Wesco Distribution Inc., for the purchase of Metering Voltage Transformers

SUMMARY:

The Agreement authorizes Wesco Distribution Inc., to provide Metering Voltage Transformers for the City's electrical distribution system at a cost not to exceed \$50,000 per fiscal year.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposals (RFP No. 19-201) requesting proposals from qualified manufacturers to provide single-phase metering voltage transformers. A total of (3) three bids were received and reviewed. Tri-State Utility Products, Inc., was initially selected by the evaluation committee and was awarded the Agreement. The City has been working with Tri-State over the past year to purchase and acquire the metering voltage transformers. Unfortunately, Tri-State has had manufacturing and material issues and has been unable to deliver the products in a timely manner. The City has since cancelled the Agreement with Tri-State and intends to award Wesco as the next responsible proposer. The term of the Agreement is for three (3) years with two (2) additional single year renewal options.

Voltage transformers, also called potential transformers, are a type of Instrument transformers utilized in the electric utility. Voltage transformers measure primary high voltage on a line or at a substation and convert or transform that voltage to a secondary nominal 120 VAC voltage. The secondary voltage can then be safely used by protective relay and metering equipment for synchronizing, protection, relay coordination, metering, and SCADA and telemetry.

The voltage transformers will be installed at multiple substations on the City's electrical distribution system as a part of SHRIP substation upgrades. The City Manager under emergency authority approved this agenda item prior to submitting for ratification.

MOTION:

Move to ratify / not ratify Agreement with Wesco Distribution Inc., for the purchase of Metering Voltage Transformers at a cost not to exceed \$50,000 per fiscal year.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$50,000	\$50,000	\$50,000	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$50,000	\$50,000	\$50,000	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-6315, as part of the FY 2019 Capital funds roll-over.

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531.63-15	Improve Other than Build/Infrastru	SH1802	\$4,582,688	\$2,435,585	-\$50,000	\$2,385,585

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

**AGREEMENT FOR PURCHASE
(Single Phase Metering Voltage Transformers)**

THIS AGREEMENT is made this _____ day of _____, 2020, between the **City of Lake Worth**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and **Wesco Distribution Inc.**, a Delaware corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 5971 Pershing Ave, Orlando, FL 32822.

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 Request for Proposals # 19-201 ("RFP", incorporated fully herein by reference) for the procurement of 34.5 kV rated, Single-Phase 15.24 kV P-N Metering Voltage Transformers; and

WHEREAS, the CITY terminated the Agreement initially awarded under this RFP and now wish to proceed with the award to the next successful Respondent; and

WHEREAS, the CONTRACTOR submitted a proposal to provide the goods described and set out in the RFP; and

WHEREAS, the CONTRACTOR submitted updated proposal to provide the goods described and set out in the RFP; and

WHEREAS, the CITY desires to accept the CONTRACTOR's updated proposal in order for CONTRACTOR to render the goods 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 RFP 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, with an option to renew the contract for two (2) additional one year terms upon the mutual agreement of both parties. The option(s) to renew may be exercised by the City Manager, unless there is an increase

to the base unit price, in which case the renewal must be approved by the City Commission. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

2. SCOPE OF WORK

2.1 Contractor shall provide 34.5 kV rated, outdoor, 200 kV BIL, 26.4 kV Primary Voltage Transformers (VT's). The Single-phase VT's shall be used on a 60 Hz., 15.24 kV P-N application for metering, synchronizing, automation, and protection purposes. The VT's shall be designed, manufactured, and tested in accordance with the latest applicable IEEE and NEMA standards. The complete scope of services and technical specifications contained in the RFP are incorporated fully herein by reference.

2.2 The CONTRACTOR represents to the CITY that the Scope of Work 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 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 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. 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 Scope of Work shall be completed in accordance with the terms and conditions set forth in the RFP 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 materials as more specifically set forth in Exhibit A1 and the Scope of Work.

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/services provided and accepted by the City, as set forth in CONTRACTOR'S updated price proposal attached as Exhibit A1 and adjusted periodically as set forth in the proposal.

5.2 Should the CITY require additional materials or services, 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 prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The City's ordering mechanism for the Scope of Work performed under this Agreement may be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30th 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 for required and approved goods and/or services.

6. MAXIMUM COSTS

6.1 The total amount not to exceed under this Agreement shall be FIFTY THOUSAND DOLLARS (\$50,000.00) per fiscal year. The CONTRACTOR expressly acknowledges and agrees that the City is allowed but not obligated to purchase units at a fixed price during the contract period and the total cost to provide equipment in accordance with the RFP and this Agreement is based on the unit prices set forth in Exhibit A1. This amount constitutes the maximum fees and charges payable to the Company in the

aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties. In case the unit price amount changes it must be done in accordance with the procedures, frequencies, pricing indices, and calculation methodologies submitted by the successful bidder with their proposal and approved by the City. Any price changes inconsistent with the approved procedures, frequencies, price indices and calculation methodologies shall not be honored except by a written amendment duly executed by both parties. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit "A1" 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 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, 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 ten (10) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Project Manager, 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" as an "Additional Insured", 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.

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 RFP (including all specifications, exhibits and addenda attached thereto or referenced therein); and, the CONTRACTOR's responsive bid. 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 RFP (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 of 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 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 (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or 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
Attn: City Manager
7 North Dixie Highway
Lake Worth, Florida 33460

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

Wesco Distribution, Inc.
Attn: Jeane Muratti
5971 Pershing Ave
Orlando, FL 32822

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.

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. 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

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,
DANDREA@LAKEWORTHBEACH.ORG, OR 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 of Lake Worth 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 of Lake Worth 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. WARRANTY

37.1 All transformers purchased under this Agreement shall be covered by a minimum of 1-year (12 months) warranty from date of shipment against failure due to design or to defects in workmanship or material.

38. SCRUTINIZED COMPANIES

38.1 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.

38.2 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 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 are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

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

38.4 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.

38.5 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.

38.6 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.

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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney
/mpa

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: WESCO DISTRIBUTION INC

By: Jesse More

[Corporate Seal]

Print Name: JESSE MORE

Title: BRANCH OPERATIONS MGR

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 23 day of MARCH, 2020, by JESSE MORE, who was physically present, as BRANCH OPS MGR (title), of Wesco Distribution Inc, a Delaware Corporation, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Donna D. Kinley
Print Name: DONNA D. KINLEY

My commission expires: _____

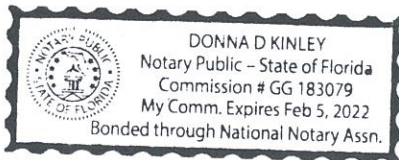


Exhibit A1

ABB INC QUOTE FOR WESCO



COMMERCIAL AND TECHNICAL TENDER

ABB, Inc.

Prepared for:

Wesco Distribution Inc
5971 Pershing Ave.,
Orlando Florida 32822-3881

Prepared by:

Adriana Andino
655 Century Point
Lake Mary, Florida 32746
407-732-2212
adriana.b.andino@us.abb.com

Date: 3/18/2020

In response to your request for quotation we are pleased to offer the following:

Customer Name:

Wesco Distribution Inc

Telephone:

ABB Tender ID

Date

Validity

**Your
Reference
Number**

Contact Person:

Jackie Viscosi

QT-20-01766413

3/18/2020

4/17/2023

Lake Worth

Item	Qty	Product Type	Net Price Each (USD)	Item Total (USD)
2	9	E-9629A74G10	2569	23121

VOY-20G, OUTDOOR application, 200 kV BIL, Nominal system voltage: 34.5 kV, Connection type: LINE-GROUND, Primary voltage 1: 15240 volts, Primary voltage 2: 26450GY volts, Secondary voltage: 120, Ratio : 127:1, Metering accuracy : 0.3Y, RVF: 1.9, Thermal rating (VA): 1000, Number of fuses: 0, Frequency (Hz): 60, UL Registered: , Terminal type: clamp , Material: HCEP

Notes: SINGLE SECONDARY

Lead time is 8 weeks.

ABB Internal Order Entry Codes:

Product Code: [9AAF400930] Medium Voltage Products and Systems | Instrument Transformers and Sensors | ANSI Voltage Transformers | ANSI VT Metering/Protection 1.2-69 kV

Source location: [9AAE316297] – Manufacturing: 3406, United States - Pinetops

4	27	E-923A652G06	2569	69363
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VOG-20B OUTDOOR application, 200 kV BIL, Nominal system voltage: 34.5 kV, Connection type: LINE-GROUND, Primary voltage 1: 15240 volts, Primary voltage 2: 26450GY volts, Secondary voltage1: 120, Ratio 1: 127:1, Metering accuracy : 0.3Y, RVF: 1.9, Thermal rating (VA): 1500, Number of fuses: 0, Frequency (Hz): 60, Terminal type: clamp , Material: HCEP

Notes: SINGLE SECONDARY,

Lead time is 8 weeks.

ABB Internal Order Entry Codes:

Product Code: [9AAF400930 | Medium Voltage Products and Systems | Instrument Transformers and Sensors | ANSI Voltage Transformers | ANSI VT Metering/Protection 1.2-69 kV

Source location: [9AAE316297] – Manufacturing: 3406, United States - Pinetops

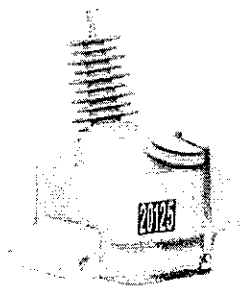
Grand Total Sales Price: 92,484.00 USD

Clarification

The VOY-20G VT family (Item 2) are slated to be obsoleted in 2020. The next generation and direct replacement is the VOG-20B VT (Item 4) which is IEEE C57.13.2016 compliant. Both designs use same baseplate mounting dimension. The VOG-20B has additional creep which minimizes the potential for flashover, resulting in long-term performance even in harsh coastal and industrial environments.

VOY-20G

- 34.5kV, 200kV BIL
- Polyurethane and HCEP
- 0.3Y accy with RVF of 1.9
- 120 pounds
- Creep 33.6"
- Thermal rating = 1000VA
- Will be obsoleted in 2020



VOG-20B, VOG-20BR

- 34.5kV, 200kV BIL
- HCEP only
- 0.3Y accy with RVF of 1.9
- 125 pounds
- Creep 50.2"
- Thermal rating = 1500 VA
- Same baseplate mounting dimensions
- VOG-20BR made with ResiVolt tech
- IEEE C57.13-2016 compliant



EXECUTIVE BRIEF

ELECTRIC UTILITY MEETING

AGENDA DATE: April 28, 2020

TITLE:

Ratification of First Amendment to original Agreement with ENCO Utility Services, LLC

SUMMARY:

First Amendment to original Agreement with ENCO Utility Services, LLC and authorization of funding the amendment to provide Utility Call Center Support Services for Electric Utilities and the Customer Service division at an amount not exceed \$570,000 for Fiscal Year 2020 and \$175,000 for Fiscal Year 2021.

BACKGROUND AND JUSTIFICATION:

The FMPA issued a Request for Proposal (RFP #2018-214) for qualified firms to offer Utility Call Center Support Services for the City's Electric Utility and Customer Service division. The City Commission approved the FMPA agreement on August 21, 2018. The agreement has an initial term of five (5) years from August 10, 2018 to August 10, 2023, with five (5) additional single year renewal options.

ENCO recently issued the City a 10-day termination notice citing challenges supporting the customer service calls at the same price point as outage calls. Customer Service calls by their nature are longer in duration and require more work than customers calling to report outages. The City was able to negotiate a stopgap agreement whereby ENCO would continue to provide services through the end of the year while the City evaluates further alternatives for reducing the number of inbound calls. Terms with ENCO were revised and agreed upon for the pricing of Customer Service calls. Since the outage calls are much shorter in nature, the terms would remain the same for those calls. Customer service calls that are not outage related and require escalation beyond ENCO will continue to be handled by City's customer service employees.

Utilizing the ENCO Agreement has allowed the City to offer its customers 24/7 access to a customer service representative, something that was not possible under the previous business model of handling customer service calls in person at the Annex or via phone only during business hours. Similarly customers' payment options are now available 24/7 on-line, via phone, and in person at multiple off-site locations nationwide.

The estimated Fiscal Year expenditure with the new price per customer service call is approximately \$570,000 for the rest of FY2020. The City is hereby requesting authorization of funding in the amount of \$570,000 for Fiscal Year 2020 and \$175,000 for Fiscal Year 2021. The costs for these services will be funded by the Electric Utility Department. The City Manager under emergency authority had approved this agenda item prior to submitting for ratification.

MOTION:

Move to ratify / not ratify First Amendment to original Agreement with ENCO Utility Services, LLC and authorization of funding the amendment at an amount not exceed \$570,000 for Fiscal Year 2020 and \$175,000 for Fiscal Year 2021.

ATTACHMENT(S):
 Fiscal Impact Analysis
 First Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$570,000	\$175,000	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 \$570,000	 \$175,000	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	FY20 Budget	FY20 Total Cost	Current Balance	Agenda Expenditure	Balance
401-1240-513.34-50	Contractual Services	\$120,000	\$570,000	\$501,079	-\$501,079.67	\$0

C. Department Fiscal Review:_____

**FIRST AMENDMENT TO AGREEMENT FOR
UTILITY CALL CENTER SUPPORT SERVICES
(Utilizing the FMPA Contract)**

THIS FIRST AMENDMENT TO AGREEMENT FOR UTILITY CALL CENTER SUPPORT SERVICES (“Amendment” hereafter) is made as of the 23 day of March, 2020, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **ENCO Utility Services LLC**, a limited liability company to do business in the State of Florida (“Contractor”).

RECITALS

WHEREAS, on August 21, 2018, the City and Contractor entered that Agreement for Utility Call Center Support Services (the “Agreement”); and,

WHEREAS, the Agreement was originally based upon the August 10, 2018 Florida Municipal Power Agency (“FMPA”) awarded contract with the Contractor for call center support services (the “FMPA Contract”); and,

WHEREAS, due to some unique circumstances and the City’s need for the services to be continued until the City can pursue a formal solicitation process for the services unique to the City, the City and Contractor desire to amend and extend the Agreement on an emergency basis until December 31, 2020 and revise other terms and conditions; and,

WHEREAS, both parties desire to amend the Agreement and to extend the term as set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Recitals**. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **Term**. Section 2 of the Agreement, regarding the term, is amended to extend the term until December 31, 2020, subject to earlier termination as provided in this Amendment.
3. **Termination**. The Agreement and this Amendment may be terminated by either party upon six (6) months written notice to the other party.
4. **Compensation**. The Agreement is amended to provide the following price per call to be paid by the City to the Contractor:
 - A. **System Operations calls**: Shall remain the same as set forth in the FMPA Contract.
 - B. **Customer Service calls**: Shall be \$5.60 per call in recognition of the additional time such calls take for the Contractor to complete. This new price

for Customer Service calls shall become effective on March 1, 2020 and remain in effect until December 31, 2020.

5. Entire Agreement. The City and Contractor agree that this Amendment and the Agreement set forth the entire agreement 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 the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

6. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission.

7. Counterparts. This Amendment 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 Amendment.

8. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

9. Scrutinized Companies.

A. Consultant 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 Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant 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.

B. If this Agreement is for one million dollars or more, the Consultant 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 Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant 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.

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

D. The Consultant 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.

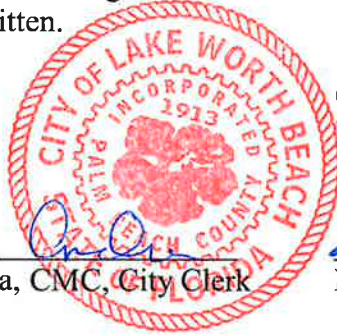
E. The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and Contractor hereto have made and executed this First Amendment to the Agreement for Utility Call Center Support Services as of the day and year first above written.

ATTEST:



**CITY OF LAKE WORTH BEACH,
FLORIDA**

Deborah M. Andrea
Deborah M. Andrea, CMC, City Clerk

Michael Bornstein
Michael Bornstein, City Manager

Approved as to form and
legal sufficiency:

Approved for Financial Sufficiency:

Glen J. Torcivia FOR
Glen J. Torcivia, City Attorney

Bruce T. Miller
Bruce T. Miller, Financial Services Director

CONTRACTOR:

ENCO UTILITY SERVICES LLC

By: Ruby Irigoyen

Print Name: Ruby M. Irigoyen

Title: SVP Customer Services

STATE OF Virginia)
COUNTY OF Arlington)

The foregoing instrument was acknowledged before me this 23 day of March, 2020, by Ruby Irigoyen, who was physically present, as SVP of ENCO Utility Services LLC, a limited liability company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Florida Drivers License as identification.

CHIRAG PATEL
ELECTRONIC NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
REGISTRATION # 7679556
MY COMMISSION EXPIRES JUNE 30, 2020

Notary Stamp Placed at 2020/03/23 15:46:38 EST

Skycu

Patel

NOTARY PUBLIC

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: April 28, 2020

TITLE:

Ratification of Task Order No. 3 with TEAMWORKnet for professional engineering services

SUMMARY:

Ratification of Task Order No. 3 provides for professional engineering services to develop 100% design for replacing and/or upgrading the Main Substation Protection and Control System inclusive of a new Control House for the City of Lake Worth Beach at a cost not to exceed \$230,500.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Qualifications (RFQ 18-303) seeking qualifications from professional consulting companies/firms for professional engineering services for engineering studies, reports, design and construction phase services. The City selected and awarded TEAMWORKnet with a continuing professional services agreement.

The Main Yard Substation is located at the Power Plant, adjacent to System Operations and is in need of new relay and protection equipment, as well as a secure structure to house the new equipment. The current configuration has legacy equipment located in System Operations with 138kV and 26kV relay and protection equipment located in enclosures in multiple locations throughout the substation.

The proposed upgrades include a new CAT 5 storm rated control house, new 138kV and 26.4kV bus protection relays and new DC batteries for relay and protection equipment. The new control house will also serve as a central location to house SCADA equipment and serve as an emergency control room if needed. The City Manager under emergency authority had approved this agenda item prior to submitting for ratification.

Project benefits include:

- Category 5 storm rated control house for all 138kV and 26.4 kV Main substation relays
- New 138kV and 26.4 kV bus protection and breaker failure schemes
- The new control house will serve as an emergency control room to house SCADA communications equipment.
- Remove legacy control equipment form System Operations to new control house
- New DC battery backup for relay and protection equipment and controls

TEAMWORK net has provided a proposal to design the project for \$230,500.

MOTION:

Move to approve/disapprove Task Order No. 3 TEAMWORKnet for the Main Substation Control House Protection and Control Upgrade 100% Design at a cost not to exceed \$230,500.

ATTACHMENT(S):

Fiscal Impact Analysis

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$230,500	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 \$230,500	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-6315, as part of the FY 2019 Capital funds roll-over.

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531.63-15	Improve Other than Build/Infrastru	SH1802	\$4,582,688	\$2,435,585	-\$230,500	\$2,205,085

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

TASK ORDER NO. 03

Design Services - 100% Design for the Main Substation Control House Protection and Control Upgrade

THIS TASK ORDER ("Task Order") is made on the _____ day of _____, 2020, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **TEAMWORKnet, Inc.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein and generally described as: **Main Substation control house for protection and control upgrade 100% design** (the "Project"). The Project is described in the consultant's proposal, dated March 18th, 2020, and is attached hereto as Exhibit "1" and incorporated herein.

2.0 Scope

Under this Task Order, the Consultant will provide professional services to the City as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within 180 calendar days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount, of \$230,500.00. The attached proposal identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Robert Farkas, P.E., phone: 813-951-6288; email: rfarkas@teamworknet.com; and, the Project Manager for the City is George Guirguis, P.E., phone: 561-586-1792; email: GGuirguis@LakeWorthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated **March 11th, 2020** ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

IN WITNESS WHEREOF the parties hereto have made and executed this Work Order No. 3 on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: TEAMWORKnet

By: 

[Corporate Seal]

Print Name: Paul D. Gates

Title: Chief Executive Officer

STATE OF FLORIDA)
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 23 day of March, 2020, by Paul D. Gates, who was physically present, as Chief Executive Officer (title), of TEAMWORKnet, Inc., which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following as identification.

Notary Public


Print Name: Darlene E. Sommars

My commission expires: APR 9, 2023

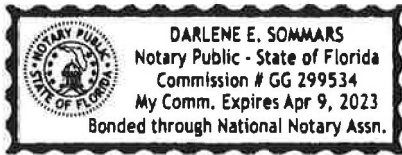


EXHIBIT "1"

March 18, 2020

George Guirguis, P.E.
Transmission & Substation Manager
City of Lake Worth Beach
1900 2nd Ave North
Lake Worth, FL 33461

PROPOSAL & QUOTATION: Main Substation Control House – 100% Design

Dear Mr. Guirguis:

TEAMWORKnet, Inc. (TWN) is pleased to provide the City of Lake Worth Utilities (CLWU) this Proposal and Quotation (PAQ) for Professional Engineering Services associated with a 100% Design package for the Main Substation Control House Upgrade.

This work is to be performed per TEAMWORKnet's Continuing Contract for Professional Services (# 18-303). Our proposal includes the following scope of work:

SCOPE OF WORK:

1. Provide an electrical design package for the Main Substation Control House, inclusive of the following:
 - a. Drawings inclusive of electrical, trench, cable tray, and conduit for control and AC/DC power between exterior equipment and internal control building equipment
 - b. Protection, Control, AC and DC point to point drawings
 - c. AC/DC elementary drawings
 - d. Routing diagrams for associated conduit, cable tray and cable trench
 - e. Cable tray and trench detail inclusive of grounding plan
 - f. Cable, Cable tray & Conduit schedules
 - g. Control House Design and Specifications
 - h. DC System Design and Specifications
 - i. Station Service and AC Power Distribution Design
 - j. Contractor Scope of Work
 - k. Protective Relay Panel Elevations
 - l. Demolition Drawings
 - m. Bill-of-Materials Required per Design
 - n. Final General Arrangement Drawings

2. Provide a structural design package for the Main Substation Control House foundation, inclusive of the following scope of services:
 - a. Provide soil report in area of new control house for design basis of the foundations.
 - b. Design drilled caisson foundation based on soil report findings and building design/weight.
 - c. Provide detail drawings of the drilled caissons and plan location.
 - d. Provide concrete ramp/pad outside double doors if required based on finish height of the building floor.
 - e. Sign/sealed drawings if required by City of Lake Worth.
3. Provide schematic and wiring drawings for existing 138kV circuit breakers; 138B2001, 138B2002, 138B2003, 138B2004, 138B2005, 138B2006, 138B2007.
4. Provide schematic and wiring drawings for existing 26kV circuit breakers; 26B1E01, 26B1E02, 26B1E03, 26B1E06, 26B1E07, 26B1E08, 26B1E09, 26B1E10, 26B1E12, 26B1E14, 26V1E19, 26B1W05, 26B1W11, 26B1W13, 26B1W15, 26B1W16, 26B1W17, 26B1W20.
5. Protection design shall be based on Schweitzer (SEL) Relays.
6. Provide project review including one (1) on-site 50% design review meeting, one (1) on-site 90% design review meeting, and one (1) on-site 100% design review meeting.
7. Provide all drawings in AutoCAD format.

Based on the above scope, our Professional Engineering Service Fee is.....\$230,500.00

EXCLUSIONS:

1. Relay Settings
2. Field Commissioning Services
3. Construction materials and labor
4. Purchase of equipment and/or software
5. SCADA connectivity
6. Project Management of Subcontractors
7. Power System Modeling and Analysis

TERMS AND CONDITIONS:

1. No new electrical equipment, computer software, material or construction labor is included, except as noted above.
2. Expenses are included.
3. No taxes, work permit fees or licensing fees are included in our proposal.
4. This work will be done on a Not-To-Exceed (NTE) without prior written authorization basis.
5. This work will be performed Monday through Friday 8 a.m. to 6 p.m. If weekend or night shift work is required, TWN will provide modified rates.
6. Due to the nature of work performed at a customer's site, TWN crews reserve the right to delay work on electrical distribution equipment for reasons including, but not limited to, inclement weather, natural disaster/acts of God, any matter beyond TWN's control, any situation that violates TWN's Safety Policy, and/or unprepared or unavailable work areas. Delays in accomplishing work at a customer's site, not caused by TWN, will be brought to your immediate attention, assessed, and with authorization, TWN's On-Site rates will be charged for said delays.
7. No work shall commence until a Purchase Order (P.O.) is received by TWN. P.O.'s can be faxed to (863) 327-1091.
8. Billing will be monthly based on percentage of work completed.
9. Terms are net thirty (30) days.
10. This proposal and quotation shall remain valid for ninety (90) days.

We look forward to working with you on this project. Please feel free to call if you have any questions or require additional information.

Respectfully submitted,



Robert "Bo" Farkas, P.E.
VP – East Coast
Engineering & Operations

REF:sab

EXECUTIVE BRIEF

ELECTRIC UTILITY MEETING

AGENDA DATE: April 28, 2020

TITLE:

Ratification of Work Order No. 3 with The L.E. Myers Co., for 7th Ave N. Pole Relocation and Storm Hardening

SUMMARY:

Work Order No. 3 authorizes The L.E. Myers Co., to complete construction services for 7th Ave. N Pole Relocation and Storm Hardening in the amount not to exceed \$1,045,878.

BACKGROUND AND JUSTIFICATION:

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

The City requested pricing from (3) firms to complete the 7th Ave. N. project. Two firms submitted pricing and one did not. Evaluation of the prices submitted was completed and the Electric Utility is recommending The L.E. Myers Co. to complete this work.

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

The L.E. Myers Co. will be providing all personnel, equipment and labor to complete the 7th Ave. N. Pole Relocation and Storm Hardening project which will benefit the 1W13, 1E09, 0704 and 0702 circuits. Construction activities include replacement of approximately 31 existing utility poles with both concrete and wood poles to meet the wind-loading requirements. Poles will be reframed per the new construction standards and equipped with all new pole line hardware and ancillary equipment. The City Manager under emergency authority had approved this agenda item prior to submitting for ratification.

MOTION:

Move to approve/disapprove Work Order No. 3 to The L.E. Myers Co. for 7th Ave. N. Pole Relocation and Storm Hardening construction services at a cost not to exceed \$1,045,878.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order No. 3

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$1,045,878	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$1,045,878	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-6315, as part of the FY 2019 Capital funds roll-over.

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531.63-15	Improve Other than Build/Infrastru	SH1802	\$4,582,688	\$2,435,585	-\$1,045,878	\$1,389,707

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

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
WORK ORDER NO. 3
7th AVE N Pole Relocation and Storm Hardening**

THIS WORK ORDER for System Hardening and Reliability Improvements ("Work Order" hereafter) is made on the 2nd day of April 2020, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and The L. E. Myers Co., a Florida corporation ("Contractor").

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: 7th AVE N Pole Relocation and Storm Hardening (the "Project"). The Project is more specifically described in the proposal prepared by The L.E. Myers Co., dated March 13, 2020 and plans prepared by Power Engineers and are incorporated herein by reference.

2.0 Scope

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

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **90** calendar days from the Effective Date of this Amendment. Final completion of all services and work (and all punch-list items (if any)) under this Amendment shall be within **120** calendar days from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

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

4.0 Compensation

This Work Order is issued for a not to exceed amount of \$ 1,045,877.08 . The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City:
None

5.0 Project Manager

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

6.0 Progress Meetings

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

7.0 Contractor's Representations

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

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

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

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

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

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

8.0 Warranty

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

7.0 Authorization

This Work Order is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated May 15, 2018 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have made and executed this Work Order No. 3 to the System Hardening and Reliability Improvements Agreement as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA



ATTEST:

By: Deborah M. Andrea
Deborah M. Andrea, City Clerk

By: Pam Triolo City MANAGER For
Pam Triolo, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Glen J. Torcivia For
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

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

CONTRACTOR:

The L.E. Myers Co.,

By: Raymond Richards

Print Name: Raymond Richards

Title: District Manager

[Corporate Seal]

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 23rd day of March 2020, by Raymond Richards who was physically present, as District Manager (title), of The L.E. Myers Co., which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Elizabeth Sue Griffiths
Print Name: Elizabeth Sue Griffiths
My commission expires: 02/07/2022



EXHIBIT "1"
Contractors Proposal



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

407-466-4663 Phone

Raymond Richards
District Manager

Equal Opportunity Employer

March 13, 2020
Paul Nicholas
Engineering Manager
City of Lake Worth.

RE: Hardening
Prices effective until December 31, 2020

Dear Paul:

Thank you for allowing us the opportunity to work with you and the City of Lake Worth for your upcoming 7th Ave. Hardening project. L.E. Myers recognizes that this work is the first of a system wide voltage and system upgrade and we are committed to working hand and hand with the City to achieve the success of this project as well as their system wide program goals.

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

Our work plan includes utilizing conventional equipment to install concrete distribution poles in place of wood. Our underground plan utilizes WILCO for installation of cabling, conduit, boxes, and splices. WILCO was chosen based off of their previous experience with the City Of Lake Worth.

Schedule of Pole Types:

Pole Type	QTY
55/3H	1
50/1	1
50/2	2
35/1	1
45/2	1
55/12K	6
55/8K	16
65/8k	2
35/3	1

Crew Composition:

Our crew structure will be comprised of two (2), five (5) man crews, and below we will detail their composition:

Crew 1:

This crew's primary purpose is to install the concrete poles. They will be equipped with pole setting equipment and smaller misc. vehicles to support these operations.

- 1-FM, 2-JL, 1-HEO, 1-Ap
 - 55' Material Handler Bucket
 - 55' Material Handler Bucket
 - 45T National Crane
 - Digger Derrick
 - 18k Tandem Axle Pole Trailer
 - Backhoe
 - Dump Trailer
 - Material Trailer

Crew 2:

This crew's primary purpose is to complete any construction preparations in advance of the pole setting crew. Their secondary purpose is to frame and permanently attach all over conductors and equipment to the new pole locations.

- 1-FM, 2-JL, 2-Ap's
 - 55' Material Handler Bucket
 - 55' Material Handler Bucket
 - Digger Derrick
 - Material Trailer

Schedule:

We have estimated the duration of this project at two and half (2.5) months with two (2) crews. The start date is based on starting late April 2020 and completing no later than early July 2020. Our estimate is based on poles & material being available prior to the mobilization of our crew(s) and a continuous sequence of work.

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

Sincerely,
The L. E. Myers Co.



Raymond Richards
District Manager

Danny Gessman
Regional Vice President



Assumptions / Clarifications:

- Proposal assumes zero hourly work time road restrictions.
- Night work is not included.
- All underground conflicts will be cleared by others.
- All materials to be furnished by others, and on site prior to mobilization.
- Based on poles furnished pre-drilled.
- Poles will be received at the pole location, L.E. Myers to coordinate delivery.
- Estimate includes removal of sleeves as directed by the City.
- All MOT will be the responsibility of L.E. Myers Co.
- Includes UG Primary and Secondary Risers/Terminators, Does Not Include UG Scope Of Work.
- Does Not Include Pole End Removal.
- Does Not Include Restoration of Sidewalks.

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: April 28, 2020

TITLE:

Ratification of Work Order No. 15 with NuCAT Corp. to provide and install new radiators on spare substation transformer

SUMMARY:

The Work Order authorizes NuCAT Corp. to provide and install new radiators on spare substation transformer for the City at a cost not to exceed \$75,680.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposals (RFP 18-203) to provide Letters of Interest and Proposals from qualified entities to perform inspections, testing, repair and preventative maintenance for various electrical components located at the City's substations and power plant on an "as-needed" basis. NuCAT Corporation was selected under RFP 18-203 Electrical Equipment Inspection, Testing, Repair and Maintenance Services for an initial term of three (3) years with two (2) additional, one (1) year extension options.

The scope of services to be provided by NuCAT includes providing all materials, test equipment, labor and technical supervision to provide and install new cooling radiators on the spare 26kV to 4kV substation transformer.

Due to the urgent need for this work, the City Manager executed the Work Order under his emergency powers.

MOTION:

Move to ratify / not ratify Work Order No. 15 with NuCAT Corp. to provide and install new radiators on spare substation transformer at a cost not to exceed \$75,680.

ATTACHMENT(S):

Fiscal Impact Analysis
NuCAT Work Order No. 15

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$75,680	0	0	0	0
Operating Expenditures		0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$75,680	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
401-6034-531-46-71	Repair/Maint. Services/ Substation		\$ 290,759	\$115,050	-\$75,680	\$39,370

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

Electrical Equipment Inspection, Testing, Repair and Maintenance Services

WORK ORDER NO 15

THIS WORK ORDER for SERVICES ("Work Order" hereafter) is made on the _____ day of _____ 2020, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **NuCAT Corporation**, a Florida corporation ("Contractor").

1.0 Project Description:

The City desires the Contractor to provide those services and work as identified herein related to the City's Electric Utility System generally describe as: Provide and Install New Radiators for Spare Transformer (the "Project"). The Project is more specifically described in the plans prepared by _____ NuCAT Corp., dated March 17, 2020, 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 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 **90** 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 **90** calendar days from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City Zero dollar (\$0 .00) for each day that expires after the time specified in this Work Order.

4.0 Compensation

This Work Order is issued for a lump sum, not to exceed amount of \$75,679.80. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

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

5.0 Project Manager

The Project Manager for the Contractor is David Bernier, phone: 954-553-5566; email: davidbernier@nucacorp.com; and, the Project Manager for the City is George Guirguis, phone: 561-586-1792; email: Guirguis@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Contractor's Representations

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

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

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

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

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

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution

thereof by City or its designee is acceptable to the Contractor.

8.0 Warranty

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

9.0 Authorization

This Work Order is pursuant to the Electrical Equipment Inspection, Testing, Repair and Maintenance Services Contract for between the City of Lake Worth Beach and the Contractor, dated May 15,- 2018 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement to the Electrical Equipment Inspection, Testing, Repair and Maintenance Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney
/mpa

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

NuCAT Corporation



[Corporate Seal]

By: David Bernier

Print Name: DAVID BERNIER

Title: PRESIDENT

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 23 day of March, 2020 by David Bernier, as President (title), of NuCAT Corporation, a Florida corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following FL DL as identification.

Notary Public

Joseph L. Gall Jr.
Print Name: Joseph L. Gall Jr.
My commission expires: 6/5/2021

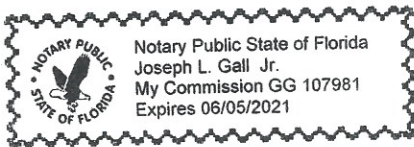


Exhibit 1
The contract for Electrical Equipment Inspection, Testing, Repair and
Maintenance Services
Task Order No. 015

Services to be provided by NuCAT Corporation

Services provided to (City): City of Lake Worth

Proposal Date: March 17, 2020

Proposal Terms

A. Project Description:

Provide and Install New Radiators for Spare Transformer

B. Scope of Services:

NuCat Corp. will provide and replace the radiators for the spare substation transformer.

C. Equipment:

Doble M4000

Vacuum Oil Processor

D. Fees and Rates:

1. NuCat Corp. will complete the following work on a time and material basis, we anticipate the total cost to be
\$75,679.80

**Provide and Replace Radiators Spare Transformer
for The
City of Lake Worth
Estimate of Fees**

REPLACE RADIATORS SPARE TRANSFORMER											
Technicians						Engineer					
Men	Hrs ST	Rate	Hrs OT	Rate	Total	Men	Hrs ST	Rate	Hrs OT	Rate	Total
1	92	\$95.00	0	\$142.50	\$8,740.00	1	92	\$125.00	0	\$187.50	\$11,500.00
0	0	\$95.00	0	\$142.50	\$0.00	0	0	\$125.00	0	\$187.50	\$0.00
					Total						Total
					\$8,740.00						\$11,500
											Labor Total
											\$20,240.00
Material											
Part number	Description	Outline drawing	QTY	Price EA	Total	Mrk up	Total				
	Radiators		1	\$34,789.00	\$34,789.00	1.2	\$41,746.80				
	Fuel		1	\$400.00	\$400.00	1.2	\$480.00				
	Generator		1	\$2,277.50	\$2,277.50	1.2	\$2,733.00				
	Dry air		1	\$600.00	\$600.00	1.2	\$720.00				
	Doble M4000		1	\$1,000.00	\$1,000.00	1	\$1,000.00				
	Tanker		1	\$2,300.00	\$2,300.00	1.2	\$2,760.00				
	Vacuum Oil Processer		34	\$150.00	\$5,100.00	1	\$5,100.00				
	Pipe plugs		1	\$450.00	\$450.00	1.2	\$540.00				
	Oil sample		1	300	\$300.00	1.2	\$360.00				
					\$0.00	1.2	\$0.00				
					\$0.00	1.2	\$0.00				
			0	\$0.00	\$47,216.50						
					Mtl Total		\$55,440				
											Grand Total
											\$75,680



NuCAT CORPORATION
657 RAMBLING DRIVE CIRCLE
WELLINGTON, FL 33414

PH: (561) 333-4021

March 17, 2020

City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461
Attention: George Guirguis

Ref No.: NC03172001

Subject: Contract for Electrical Equipment Inspection, Testing, Repair and
Maintenance Services. Work Oder # 015

Dear George:

Pursuant to your request, NuCat Corporation is pleased to provide you with this proposal to provide and replace the radiators for your spare substation transformer.

SCOPE OF WORK:

NuCat Corp. will provide all the materials, test equipment, qualified manpower, and technical supervision to install the new radiators.

Please reference the following Trantech quotation for the radiator specifications.

PRICING:

Total Price \$75,679.80

Sincerely,
David A Bernier
David A Bernier



Quote -031720K-3

1 Tranter Drive
Edgefield, SC 29824

To: NuCAT Corp David Bernier	Project Cost \$34,789.00
---------------------------------	---

Project: Replacement radiators for GE 7 MVA transformer

Item Description	Qty.	Estimated Cost
DMT- 12" x 93.5" – 22 plate radiator	1	\$4,147.00
5" headers with a 3.5" header extension	Included	
Lifting eye @ top header / 5/8-11 UNC S.S. nut on header end caps for bracing	Included	
3/4" NPT fill and drain plugs top and bottom header	Included	
HDG coating to ASTM A123 Standard	Included	
	Radiators Required	7
	Subtotal	\$29,029.00
Manifold Assembly 97" in length with 3/4 oil drain at bottom of assembly	1	\$2,880.00
7 each TRP standard flapper type valve assemblies including O-Rings. These valves will be welded to the manifold and leak tested. Assemblies painted ANSI 70 grey.	Included	
	Manifolds Required	2
	Subtotal	\$5,760.00
Note: Each radiator weighs approximately 783 lbs. and has an oil capacity of 44.32 gallons per radiator. Heated dissipation of 85		

Thank You for allowing Trantech to provide this quotation. Feel free to call us with any questions.

<i>kW for complete assembly. This calculation is without the use of fans.</i>		
	Total	\$34,789.00
PROJECT TOTAL		\$34,789.00

Terms & Conditions

Prices quoted are FOB – Edgefield, SC

Net 30 Days unless otherwise specified

Delivery estimate 7-8 weeks

Trantech standard 1-year warranty applies

Concerning galvanizing, radiators are hot dipped, which can give a rough, grainy appearance unlike galvanized sheet steel whereon zinc has been either wiped or sprayed giving a smooth, painted type look. The radiators are dipped in molten zinc, which is 850-900 degrees F. The heat may cause deformation of the plates giving them a bowed or wavy appearance. This is strictly cosmetic, and we can assure you that the radiators will function properly. The superior protection of galvanized radiators can be provided on the basis of your acceptance of these factors.

Thank You for allowing Trantech to provide this quotation. Feel free to call us with any questions.

EXECUTIVE BRIEF

ELECTRIC UTILITY MEETING

AGENDA DATE: April 28, 2020

TITLE:

Agreement with E & F Florida Enterprises, Inc. dba Creative Contracting Group for warehouse to office space conversion at 1900 2nd Ave N.

SUMMARY:

The Agreement authorizes E & F Florida Enterprises, Inc. D.B.A. Creative Contracting Group to complete construction services associated with warehouse to office space conversion at 1900 2nd AVE N in the amount not to exceed \$228,500

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB 20-104) seeking bids from qualified General Contractors to provide construction services to rework existing office spaces and convert warehouse space to additional offices located at 1900 2nd AVE N. Creative Contracting Group was the only bidder.

The scope of work for this project includes converting warehouse space to additional office space, adding a nursing room for expectant mothers and modifications to existing office space to accommodate additional staff. Work includes all mechanical, electrical, plumbing and life-safety upgrades for the associated work areas. The Creative Contracting Group will be providing all personnel, equipment and labor to complete the Warehouse to Office Space conversion project.

MOTION:

Move to approve/disapprove Agreement with E & F Florida Enterprises, Inc. dba Creative Contracting Group for warehouse to office space conversion at 1900 2nd Ave. N. at a cost not to exceed \$228,500.

ATTACHMENT(S):

Fiscal Impact Analysis

Agreement

1900 Build-Out Project Plans (are available in the City Clerk's office)

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$228,500	0	0	0	0
Operating Expenditures		0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 \$228,500	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
421-6010-531.62-00	Servc/Bldg	EL1906	\$ 253,999	\$247,798	-\$228,500	\$19,298

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

**CONSTRUCTION CONTRACT FOR
WAREHOUSE TO OFFICE SPACE CONVERSION**

THIS CONSTRUCTION CONTRACT (“Contract”) is dated on the _____, 2020, by and between the **City of Lake Worth Beach** (hereinafter “City”) and **E&F Florida Enterprises, Inc. D.B.A. Creative Contracting Group** (hereinafter “Contractor”).

WHEREAS, the City issued Invitation For Bid # 20-104 for construction services for Warehouse to Office Space Conversion (“IFB”); and

WHEREAS, the Contractor submitted a bid in response to the IFB; and

WHEREAS, the City desires to award the IFB to the Contractor for the construction services for Warehouse to Office Space Conversion (“Project”); 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:

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents, as defined herein. The Work is generally described as follows: Warehouse to Office Space Conversion.

ARTICLE 2. CONTRACT TIME.

2.1 The Work will be substantially completed within **80 business** days from the date of the Notice to Proceed. Final completion of the work that includes final assembly of the shelter and all punch-list items (if any) shall be within **100 business** days from the Notice to Proceed.

2.2 Time is of the essence under this Contract.

2.3 **LIQUIDATED DAMAGES.** The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in paragraph 2.1 above. 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 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 paragraph 2.1.

2.4 In the City’s sole discretion, a requested extension of time may be denied for delays resulting 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 City.

ARTICLE 3. CONTRACT PRICE.

3.1 City shall pay Contractor for completion of the Work in accordance with the Contract Documents a lump sum, not to exceed amount of **Two Hundred Twenty-Eight Thousand Five Hundred Dollars (\$228,500.00)**, which shall be payable in accordance with Article 4 of this Contract. The Contract Price includes Fifteen Thousand Dollars (\$15,000.00) as a contingency for unforeseen changes and additional changes requested by the City (the "Contingency"). The Contractor must submit a written request to the City prior to commencing any Work to be covered by the Contingency. The City's Contract Administrator is authorized to approve in writing the use of the Contingency by the Contractor.

ARTICLE 4. PAYMENT PROCEDURES.

4.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work accomplished in the prior month, which is installed and to be used in the Project. Contractor's invoices shall be submitted to:

City of Lake Worth Beach
Attn: Financial Services Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

The City's Contract Administrator will review each invoice submitted by the Contractor. If approved by the City's Contract Administrator and the Financial Services Department, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

4.2 Payment to the Contractor shall be made pursuant to the Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold ten percent (10%) of each payment to the Contractor as retainage until fifty percent (50%) of the Contract Price is paid to the Contractor. Upon payment of fifty percent (50%) of the Contract Price to the Contractor, the City will withhold only five percent (5%) of each payment made to the Contractor. Upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage upon payment of fifty percent (50%) of the Contract Price being paid to the Contractor (not to exceed fifty percent (50%) of the total retainage amount).

4.3 Final Payment. Upon final completion and acceptance of the work in accordance with the Contract Documents (including completion of all punch-list items) and final inspection by the appropriate agencies with jurisdiction over the Project, the Contractor shall submit a "final invoice" to the City. 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 and the Project have been properly completed and all charges have been invoiced to the City. If paid, 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 City shall pay the remainder of the Contract Price including any amount held as retainage.

4.4 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, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City.

4.5 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 Project.

4.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

ARTICLE 5. INDEMNITY, INSURANCE AND BOND.

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

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in

the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

5.2 The Contractor shall provide proof of insurance as required in the IFB prior to commencing the Work.

5.3 The Contractor shall provide a public construction bond in accordance with the provisions of section 255.05, Florida Statutes. The bond shall conform with the bond form attached hereto as **Exhibit "A"** or be in such substantially similar form as approved by the City. The bond shall be in an amount not less than the total Contract Price by a Surety Company acceptable to the City. The Contractor must provide the City with a fully executed and recorded copy (in the Official Records of Palm Beach County) of the bond prior to commencing any Work. To be acceptable to the City as the Owner, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Proposal is issued.
5. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
6. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
 - b. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

ARTICLE 6. TERMINATION.

6.1 **TERMINATION BY CITY:** The City may terminate the Contract Documents if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to prosecute the Work in a timely manner;

3. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
4. disregards or takes action contrary to any laws, ordinances, or rules, regulations orders of a public authority having jurisdiction;
5. takes action, short of declaring bankruptcy, evidencing insolvency;
6. fails or refuses to provide and/or maintain insurance or proof of insurance or the public construction bond as required by the Contract Documents; or,
7. otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor written notice and five (5) days to cure, terminate the Contract and Contract Documents and may:

1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
2. finish the Work by whatever reasonable method the City may deem expedient.

The Contractor and its Surety shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

6.2 **TERMINATION BY THE CITY FOR CONVENIENCE:** The City may, at any time, terminate the Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

1. cease operations as directed by the City in the notice;
2. take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

ARTICLE 7. CONTRACT DOCUMENTS.

7.1 **Contract Documents.** The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the IFB including all Project Plans/drawings and addenda issued therewith; the bid submitted by the Contractor; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating

thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

- First Priority: Project Plans and addenda issued with the IFB
- Second Priority: Duly executed and issued Change Orders and Amendments
- Third Priority: This Contract
- Third Priority: Remainder of the IFB
- Fourth Priority: Contractor's Bid

7.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean the City Manager or designee, for the City of Lake Worth Beach, Florida. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS AND SCOPE OF WORK.

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

1. Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Project site ("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.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
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 Contract Documents, especially with respect to any 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 Contract Documents, 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.

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.
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. 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.
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.
9. Contractor has given the Contract Administrator written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the Contract Administrator is acceptable to Contractor.
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.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.
12. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.
13. Contractor agrees to be solely responsible for compliance with all applicable environmental and safety laws and regulations, for any liability arising from non-compliance with the laws and regulations and to reimburse the City for any loss incurred in connection

therewith. This compliance provision specifically includes the Contractor's compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

8.2 The Project scope of work includes all materials and services and other things necessary for the Contractor to complete the Project as described the Contract Documents.

8.3 The Contractor represents to the City that the work provided under the Contract Documents 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 the Contract Documents.

8.4 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 the Contract Documents. The Contractor further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

8.5 The work shall be performed by the Contractor or under its supervision and all personnel engaged in performing the work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such work. All of the Contractor's personnel (and all subcontractors), shall comply with all applicable laws and regulations governing safety and security.

8.6 Should the City require additional materials or services not included in the Contract Documents, fees and payment for such work will be set forth in a separate written amendment or change order prior to any such additional materials or services being provided by the Contractor. The Contractor has no authority to approve any changes to the Contract Documents without prior written authorization from the City's Contract Administrator.

8.7 The City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission or funds otherwise being available to pay the Contractor. 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 for required and approved goods and/or services.

ARTICLE 9. MISCELLANEOUS.

9.1 *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.

9.2 *Successors and assigns.* City 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.

9.3 *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 City 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.

9.4 *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.

9.5 *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.

9.6 *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.

9.7 *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.

9.8 *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 City. 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.

9.9 *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 City 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.

9.10 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.11 *Public Records Law.* As applicable, the Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

1. Keep and maintain public records required by the City to perform the service.
2. 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 Chapter 119, Florida Statutes or as otherwise provided by law.

3. 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 City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential 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 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 OR DESIGNEE AT: ATTENTION DEBBIE ANDREA, (561) 586-1660 OR DANDREA@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

9.12 *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.

9.13 *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 City 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.

9.14 *Assignment of warranties.* Contractor shall assign to City 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 City.

9.15 *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 City, (b)

to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive City 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 City, 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.

9.16 *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.

9.17 *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 CITY 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 City 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.

9.18 *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 City's execution of this Contract, the City may immediately terminate this Contract upon written notice to the Contractor and the City shall have no further obligation to the Contractor under the Contract Documents. In the event of such termination, the Contractor shall also forfeit its bid security to the City.

9.19 *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 Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

2. If this Contract is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Contract at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

4. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Contract, including any and all renewals.

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.

9.20 *Counterparts*: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument. Further, this Contract may be executed by electronic signature as authorized by the City.

9.21 *Entire Contract and Amendment*: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof.

9.22 *Governing Law; Consent to Jurisdiction*: This Contract (together with the other Contract Documents) shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and, to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

9.23 *Third Party Beneficiary rights*: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

9.24 *Severability*: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.25 *Effective date*: The effective date of this Contract is the date the Contract is approved by the City Commission or City Manager as appropriate.

9.26 *Compliance*: Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

9.27 *Work for Hire*: All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The City grants to the Contractor and Contractor's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's Subcontractors in future projects of the Contractor or Contractor's Subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's Subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

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

9.29 *Notice*: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier or by hand-delivery as follows to the City:

City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth Beach, FL 33460

and to the Contractor as follows:

CREATIVE Contracting Group
3141 Fortune Way S-16
Wellington FL 33414

Either party may amend this provision by written notice to the other party. Notice shall be deemed provided upon receipt of certified mail (signed receipt) or overnight courier (signed receipt) or hand-delivery (signed receipt).

9.30 *Warranty/Guaranty*: All Work, materials, labor, and equipment to be furnished and/or installed by the Contractor under the Contract Documents shall be guaranteed by the Contractor or manufacturer, if any, for a period of one year from the date of final approval of the Project against defective materials, design and workmanship. Upon receipt of notice from the City of failure of any part covered under such warranty/guaranty period, the affected Work, labor, materials, or equipment shall be repaired and/or replaced promptly by the Contractor or the manufacturer at no expense to the City. In the event the Contractor fails to make the necessary repairs or replacements within thirty (30) days after notification by the City, the City may accomplish the repairs and/or replacements at the expense of the Contractor.

9.31 *Protection of Work and Property*: The Contractor shall continuously maintain adequate protection of all Work from damage, and shall protect such Work and the City's property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly caused by the City or its employees, the Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until final acceptance of the Project by the City, the Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, and the Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

9.32 *Subcontractors*: The total work to be accomplished by subcontractors is listed in the Contractor's bid and may not be changed unless approved in writing by the Contract Administrator. The balance of Work must be accomplished by the Contractor's own forces. The Contractor shall be responsible for the acts or omissions of its subcontractors. The subcontractors shall have insurance consistent with the insurance required of the Contractor as set forth in the Contract Documents unless otherwise agreed in writing by the Contract Administrator.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and Contractor have caused this Construction Contract for the Warehouse to Office Space Conversion to be executed the day and year shown below.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Michael Bornstein, City Manager

* The City Manager has approved this document pursuant to his emergency powers under the City's procurement code and as authorized by the Governor's Executive Order (dated March 9, 2020). As soon as reasonably possible, this document will be presented to the City Commission for ratification.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

E&F Florida Enterprises, Inc. D.B.A. Creative Contracting Group

By: _____
[Signature]

[Corporate Seal]

Print Name: LISA Addis

Title: Vice President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 1st day of April, 2020, by LISA Addis, who was physically present, as V.P. (title), of **E&F Florida Enterprises, Inc. D.B.A. Creative Contracting Group**, A Corporation, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: Joseph Patalano
My commission expires: 5/14/22

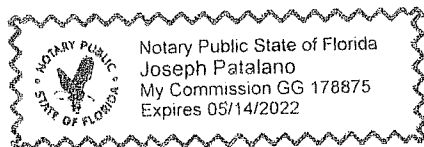


Exhibit "A"
Form of Public Construction Bond

TO Follow AFTER Signed Contract.

EXECUTIVE BRIEF

ELECTRIC UTILITY MEETING

AGENDA DATE: April 28, 2020

TITLE:

Letter Agreement with Florida Municipal Power Agency (FMPA) for Consulting Engineering Services by Quanta Technology

SUMMARY:

The Letter Agreement authorizes Quanta Technology, LLC through FMPA to provide Professional Consulting Services to review field performance of the City's Advanced Metering Infrastructure (AMI) system in the amount not to exceed \$68,328.

BACKGROUND AND JUSTIFICATION:

FMPA has a Master Services Agreement with Quanta Technology, which was awarded in accordance with FMPA's RFQ 2017-211 and section 287.055, Florida Statutes (Florida's Consultants' Competitive Negotiations Act). RFQ 2017-211 specifically requested services which could be utilized by FMPA's members.

FMPA has made arrangements with Quanta Technology to assist the City with reviewing the field performance of the City's AMI system. These services will include performance evaluation, review of the Return Material Authorization (RMA) data, as well as other areas that the AMI system can be used to optimize its functionality. The project has a total, not to exceed amount of \$68,328.00 which includes the estimated expenses of \$62,117.00 for the project plus a 10% contingency of \$6,211.00.

FMPA and the City have established the scope of work with Quanta Technology. FMPA staff will assist in coordinating with Quanta Technology; however, the City is responsible for directing and monitoring Quanta Technology's work. FMPA will pay Quanta Technology's invoice—with approval from the City — and issue an invoice to the City of Lake Worth Beach for Quanta Technology's billed hours plus expenses. The City of Lake Worth Beach agrees to pay the invoice from FMPA within 30 days of receipt.

MOTION:

Move to approve/disapprove Letter Agreement with Florida Municipal Power Agency (FMPA) for Professional Consulting Services by Quanta Technology at a cost not to exceed \$68,328.

ATTACHMENT(S):

Fiscal Impact Analysis
FMPA Letter Agreement
FMPA – Quanta Service Agreement
FMPA – Quanta MSA Eng. Services 082317

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$68,328	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$68,328	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 401-6035-531-31-90. A budget transfer has been initiated to fund this activity upon approval

Account Number	Account Description	FY20 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
401-6035-531.31-90	Profess Servc/Other	\$70,764	\$ 15,328	\$53,000	\$68,328	\$0

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

Master Services Agreement

This Master Services Agreement is entered into on this 23rd day of August, 2017, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and Quanta Technology, LLC, with its principle place of business located at 4020 Westchase Boulevard, Suite 300, Raleigh, NC 27607 ("Consultant").

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

Consultant is a limited liability company formed and maintained under the laws of the State of Delaware offering engineering consulting services.

FMPA issued RFQ 2017-211 to find qualified professionals to perform continuing consulting services for assigned projects (hereinafter referred to as "Continuing Service Projects").

The parties desire for Consultant to perform the continuing consulting services in accordance with prior, mutually agreed upon conditions.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

Section 1. Requests for Services

Consultant shall provide to FMPA consulting services (the "Services") for Continuing Service Projects in accordance with written "Requests for Services" issued by FMPA and agreed to by Consultant from time to time during the term of this agreement. Such Requests for Services shall be attached as separate Attachment(s) "A" hereto. Such Requests for Services shall make specific reference to this agreement and shall be subject to FMPA's and Consultant's written acceptance.

Upon written acceptance, each Request for Services shall be incorporated into and become a material part of this agreement. However, a Request for Services shall not amend or add to this agreement in any respect except to describe the following: the scope of services for the Continuing Service Project (the "Project Scope of Services"), the schedule therefore (the "Project Schedule"), any additional responsibilities of FMPA not already outlined in Section 7 herein ("Additional FMPA Responsibilities"), the applicable compensation terms (the "Project Compensation" further described in Section 4 herein), and any additional insurance requirements related to the Continuing Service Project (the "Project Specific Insurance Requirements" as further defined in Section 10(e) herein). Additional or conflicting contractual terms or conditions may be

added only by formal written amendment to this agreement and not through Requests for Services. Any such additional or conflicting terms and conditions contained in Requests for Services shall be of no force or effect.

When Consultant believes it has completed the Services in accordance with each Request for Services, Consultant shall provide to FMPA a written notification of completion. Within twenty (20) Business Days (the "FMPA Response Period") FMPA shall advise Consultant in writing of (i) its agreement with the notification of completion, or (ii) any deficiencies in the Services for which Consultant is responsible under the Request for Services, or (iii) notice that FMPA will be reasonably delayed in providing a response and identify the number of days required to respond. As soon as Consultant corrects all deficiencies identified by FMPA, FMPA shall accept the Services under that Request for Services in writing, or upon expiration of FMPA Response Period without such required response from FMPA, the completion of the Services for the Request for Services shall be deemed accepted. Consultant has an affirmative obligation to complete all Requests for Services in accordance with this agreement, including the standard of care as described in Section 6 herein.

FMPA or Consultant may initiate a change to a Request for Services (a "Change Order") by advising the other party in writing that a change is believed to be necessary. As soon thereafter as practicable, Consultant shall prepare and forward to FMPA a cost estimate of the change which shall include the adjustment to the Project Compensation, schedule of payments, project schedule, and completion date applicable thereto. FMPA shall advise Consultant in writing of its approval or disapproval of the Change Order. If FMPA approves the Change Order, Consultant shall perform the Services as changed.

For any Continuing Service Project identified as a "Major Project" in a Request for Services, FMPA and Consultant shall each appoint a representative with executive authority having a broad general knowledge of the Major Project, but not involved in the Major Project on a detailed day-to-day basis. These representatives shall perform an oversight function to review the Major Project monthly, or as otherwise agreed, and take or recommend action pursuant to items of major and material impact to the Major Project. These items would include but would not necessarily be limited to budget, schedule, Consultant's obligations and deliverables, FMPA's obligations and deliverables, contractor or supplier performance, actual or potential major change orders, etc. Meetings may also include staff or others, as deemed necessary by the representatives.

Section 2. Consultants' Competitive Negotiation Act

Both Parties understand, acknowledge and agree that this agreement constitutes a "continuing contract" as defined in Section 287.055(2)(g), Florida Statutes. FMPA will have the right to contract for consulting services from Consultant or any other firm under a separate agreement while this agreement is in effect.

For any lump-sum or cost-plus-a-fixed-fee Service over the threshold amount provided in Section 287.017, Florida Statutes, as amended, for CATEGORY FOUR, Consultant shall execute a truth-in-negotiation certificate, as provided by FMPA, stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of entering into the subject Request for Services. The original lump-sum amount and any additions thereto shall be adjusted to exclude any significant sums by which FMPA determines the lump-sum amount was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such lump-sum amount adjustments must be made within one (1) year of the completion of services as provided for herein.

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, FMPA shall have the right to terminate this agreement without liability and, at its discretion, to deduct from the Project Compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 3. Termination

FMPA shall have the right to terminate this agreement upon at least ten (10) days' written notice to Consultant, and Consultant shall terminate performance of Services based on remaining Services identified by Consultant and approved by FMPA on a schedule acceptable to FMPA. In the event of termination, FMPA shall pay Consultant for all Services previously performed and remaining Services as identified and approved by FMPA in accordance with Section 1 herein, which have been performed to the standard of care as described in Section 6 herein.

In the event of termination, FMPA shall also reimburse all reasonable and necessary costs incurred in anticipation of this agreement being completed which cannot be otherwise mitigated.

Section 4. Project Compensation and Payment

FMPA shall pay and Consultant shall accept in full consideration for the Services the Project Compensation (including the cost of any project specific insurance requirements provided to FMPA pursuant to Section 10(e) herein), which shall be described in each Request for Services.

Consultant will submit to FMPA monthly invoices for Services performed in accordance with each Request for Services. Each invoice will be submitted by about the fifteenth (15th) day of the month following the month during which such Services were performed. FMPA agrees to pay Consultant's invoice within thirty (30) days after the invoice is received by FMPA.

For Services rendered on a cost plus or time plus materials basis, invoices will identify (a) individuals working on the Continuing Service Project, (b) their hourly pay rate, (c) indirect and overhead and fee salary percent mark-ups; (d) the actual time charged to the Continuing Service Project; and (e) the total amount invoiced to the Continuing Service Project to date. For lump sum services, FMPA and Consultant shall agree upon a payment schedule in each applicable Request for Services, and Consultant shall invoice FMPA in accordance with the agreed upon payment schedule.

FMPA shall have the right to audit and inspect Consultant's records and accounts covering direct costs hereunder at all reasonable times during the performance of the Services and for a period of two (2) years after completion of the Services and final payment in accordance with the Request for Services thereof; provided, however, that the purpose of any such audit shall be only for verification of such costs.

Section 5. Independent Contractor Status.

It is understood and agreed that Consultant is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Consultant agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Consultant will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Consultant for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant retains the right to provide services for others during the term of this agreement and is not required to devote his or her services exclusively for FMPA.

Section 6. Consultant's Responsibilities and Standard of Care.

The Services and any deliverables provided pursuant to this agreement shall be free from material defect, and shall comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements in effect during the term of this agreement. Consultant represents that the Services shall be performed with the care, skill, and diligence customarily provided by a Registered Professional Engineer. If any modifications or alterations are required to correct deviations from the quality of Services stipulated, Consultant will, at no cost to FMPA and on a schedule agreeable to FMPA, re-perform the necessary Services to correct such deviations if discovered and reported to Consultant within eighteen (18)

months from FMPA's payment of the final invoice for the Services under the applicable Request for Services.

Nevertheless, it is understood that Consultant is providing its opinion and advice as a service to FMPA. It is recognized that Consultant is not an "authorized agent" of FMPA and that at no time may Consultant commit FMPA or any of its affiliates to any commercial transaction without written direction to do so. Further, FMPA at its own and sole discretion may choose or not choose to implement or transact with other third parties based upon Consultant's recommendation or advice.

Section 7. FMPA's Responsibilities

FMPA shall at such times as may be required by Consultant for the successful and expeditious completion of the Services:

(a) Obtain all permits and licenses required to be taken out in the name of FMPA which are necessary for the performance of the Services;

(b) Provide Consultant with all available information, data, and specifications necessary for the completion of the Services, including without limitation geotechnical and other site condition information (unless noted in Request for Services as being obtained by FMPA based on specification developed by Consultant);

(c) Appoint an individual who shall be authorized to act on behalf of the FMPA, with whom the Consultant may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon the FMPA as to all matters pertaining to this Contract and the performance of the Parties hereunder;

(d) Advise Consultant of the existence and undertake the abatement and disposal of all "Hazardous Materials" that constitute "Pre-Existing Contamination" in accordance with the following:

1) "Hazardous Materials" are materials or substances, which, because of their chemical, physical, or biological nature, pose a risk to life, health, or property when released, including all materials and substances defined or classified as hazardous or toxic by applicable Federal, State, or local laws, rules, regulations, and classifications in effect on the date of the Request for Services.

2) "Pre-existing Contamination" is any Hazardous Material present at any site at, or for, which Consultant shall perform any Services that was not brought onto such site or sites by the Consultant.

3) FMPA shall advise Consultant of the existence and undertake the abatement, disposal, and/or mitigation of all Hazardous Materials that

constitute a Pre-existing Contamination herein, at any site at, or for, which Consultant shall perform any service.

4) FMPA agrees to release, defend, indemnify, and hold the Consultant harmless, to the extent permitted by law, from and against any and all liability that may in any manner arise in any way directly or indirectly caused by such Pre-existing Contamination except if, and then only to the extent, such liability is caused by the Consultant's negligence, gross negligence or willful misconduct.

5) Consultant shall notify FMPA of any Pre-existing Contamination known to Consultant.

Section 8. Work Product

Consultant agrees to furnish and provide to FMPA, for each Continuing Service Project, copies of all plans, specifications, drawings, project manuals, and other documents (except correspondence) prepared by Consultant under this agreement, at its own expense, as detailed in each Request for Services. The copies shall be furnished as they are prepared and completed by Consultant, and if FMPA requires additional copies, Consultant shall promptly furnish the copies to FMPA at a reasonable cost for the reproduction.

FMPA exclusively retains all ownership rights to all materials or designs developed under this agreement. To the extent the Services performed under this agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for FMPA as the author, creator, or inventor thereof upon creation, and FMPA shall have all rights therein including, without limitation, the right of reproduction, with respect to such work.

Section 9. Confidential and Proprietary Information

For purposes of this Section 9, "Confidential Information" means the confidential and proprietary information of a party (including, with respect only to FMPA, the confidential and proprietary information of any one or more of its member municipal electric utility systems, including FMPA), and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature whatsoever, whether oral, written or recorded in another medium, relating to the business of a party (including, with respect only to FMPA, the business of one or more of its member electric utility systems, including FMPA) which has been or may afterwards be provided or disclosed in relation to the Services. Each party may disclose its Confidential Information (including, with respect only to FMPA, the Confidential

Information of any one or more of its member municipal electric utility systems, including FMPA) (the "Disclosing Party") to the other Party (the "Receiving Party"). Tangible items of Confidential Information may be marked "CONFIDENTIAL" or "PROPRIETARY" or "CONFIDENTIAL AND PROPRIETARY" by either party, except that no such mark is necessary to cause tangible items to be considered Confidential Information if such tangible items are otherwise included in the definition provided in this Section 9.

The Receiving Party agrees that Confidential Information received must be considered confidential and proprietary property of the Disclosing Party and the Receiving Party, unless prohibited by Florida law, shall hold the same in confidence, and shall not use Confidential Information for purposes other than the purposes contemplated by this agreement, which for Consultant is limited to its rendering of the Services to or for FMPA. The Receiving Party, to the extent permitted by Florida law, shall not disclose, publish, or otherwise reveal any Confidential Information to any third party whatsoever except after receipt of the specific prior written authorization of the Disclosing Party. Consultant, as the Receiving Party, further agrees, without limiting the other provisions of this agreement, to not utilize the Confidential Information received in association with the agreement, in any way, for any client other than FMPA and for any matter other than in performance of the Services contemplated hereunder.

Notwithstanding any other provision of this contact, FMPA as the Receiving Party may disclose Confidential Information if necessary, in the opinion of legal counsel for FMPA, to comply with applicable law (including, without limitation, the Florida Public Records Law, Chapter 119, Florida Statutes), order, regulation, ruling, subpoena, or order of a governmental authority or tribunal with competent jurisdiction. In the event that FMPA as the Receiving Party is requested or required to disclose any Confidential Information, FMPA shall promptly notify Consultant of the request or requirement prior to disclosure, if reasonably possible, so that Consultant may, if it elects, seek an appropriate protective order or other designation of such Confidential Information as containing trade secrets or other commercially sensitive information or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. All costs of seeking any protective order or other designation and for contesting, limiting, or protecting the disclosure of Confidential Information in response to a valid request to or demand upon FMPA as the Receiving Party shall be borne and paid in full by Consultant. With respect to any disclosure made by FMPA as the Receiving Party pursuant to this Section 9, FMPA shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

The Receiving Party has no obligation under this agreement with respect to Confidential Information which (1) is, or becomes publicly available without breach of this agreement by the Receiving Party; (2) is rightfully received by the Receiving Party without obligations of confidentiality; (3) is developed by the Receiving Party without

breach of this agreement; or (4) is a public record which Receiving Party is obligated by Florida law to disclose to a third party in the opinion of legal counsel for the Receiving Party; provided however, the Confidential Information described in clauses (1), (2), (3), and (4) of this paragraph shall not be disclosed, in response to a formal request, until 20 days after written notice (as defined in Section 15 herein) of the intent to disclose is given to the Disclosing Party along with the asserted grounds for disclosure (unless pursuant to clause (4) only a shorter response is required by Florida law and the Disclosing Party is given advance notice of such response requirement by the Receiving Party not less than one business day prior to disclosure by the Receiving Party).

Section 10. Insurance

During the performance of the Services under this agreement Consultant, for the protection of FMPA, shall maintain the following insurance.

(a) Commercial General Liability Insurance with a combined single limit of \$2,000,000 for bodily injury and property damage.

(b) Automobile Liability Insurance with a combined single limit of \$2,000,000 for bodily injury and property damage.

(c) Worker's Compensation Insurance in accordance With statutory requirements and Employers' Liability Insurance with a limit of \$500,000 for each person.

(d) Professional Liability Insurance with an annual aggregate limit of \$10,000,000.

(e) Consultant, if requested by FMPA by or through a specific Request for Services, shall obtain a quote for project specific professional liability insurance ("Project Specific Insurance Requirements") that will reimburse FMPA for direct damages which may be caused by Consultant's negligence in performing the Services. The proposed limits of liability and coverage period of any Project Specific Insurance Requirements shall be requested by FMPA at the time of the issuance of the Request for Services. Based upon the quote for the project specific policy provided to FMPA by Consultant, FMPA shall decide, within its sole discretion, whether to require Consultant to purchase such Project Specific Insurance Requirements. If purchased, FMPA shall reimburse Consultant for the actual cost of such Project Specific Insurance Requirements.

The Commercial General Liability and Automobile Liability policies shall include FMPA, its directors, officers, agents, and employees as additional insureds to the extent of Consultant's negligence, and to the extent of the insurance limits specified in this

Section 10, but only to the extent necessary to provide FMPA with coverage for the indemnity obligations expressly agreed to and assumed by Consultant under each Request for Services, it being the express intent and understanding of the parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct.

Consultant shall furnish FMPA certificates of insurance of Consultant's policies covering the stated liabilities, together with the provision that the same shall not be cancelled without at least ten (10) days' written notice to FMPA.

Section 11. Indemnification

To the fullest extent permitted by law, Consultant, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Consultant during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA arising from the negligence, gross negligence or willful misconduct of Consultant while performing work under this agreement. The liability of Consultant is full and complete in all respects and subcontracting any part of the Work shall not relieve it of primary liability.

Section 12. Limitation of Liability

Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law:

(a) Notwithstanding anything in this Agreement or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, the maximum aggregate liability of Consultant under this Agreement, regardless of cause (whether in contract, tort, strict liability, or otherwise), shall not exceed in the aggregate an amount equal to (A) (with respect to losses covered by policies of insurance Contractor is required to obtain and maintain under this Agreement) actual proceeds from the insurance coverage amounts for the policy covering such loss, and (B) for claims as to which no such coverage is required (e.g., for ordinary breach of contract) the total amount of compensation paid or due to Contractor for the deliverable under which the claim for damages arose.

(b) FMPA and Consultant shall not be liable to each other for any special, incidental, indirect, punitive or consequential damages, including but not limited to, loss of profits or revenue; loss of use, loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power, governmental and regulatory sanctions; and claims of customers for such damages.

(c) FMPA's and Consultant's remedies, obligations and liabilities shall be exclusively those specifically expressed in this agreement, and are in lieu of any others available at law or otherwise.

(d) Upon completion of the Services under a Request for Services or termination of this agreement, provisions relating to indemnity and limitations of liability, including but not limited to Sections 11 and 12 herein, shall remain in full force and effect.

Section 13. Force Majeure

In the event that either Party is rendered unable, wholly or in part, to carry out its obligations under this agreement, or is delayed in its performance under this agreement by Force Majeure, it is agreed that, upon a Party giving notice and full particulars of such Force Majeure in writing to the other Party as soon as reasonably possible after the occurrence of the Force Majeure relied upon, the obligations of the Party giving such notice, so far as those obligations are affected by Force Majeure, shall be suspended during the continuance of the inability so caused, and such obligation suspended because of a Force Majeure shall, to the extent possible, be remedied with all reasonable care and speed by the Party affected by Force Majeure. It is understood and agreed that Force Majeure shall not be relied upon as a basis for any Party's failure or delay in paying any money owed and due hereunder. It is further understood and agreed that Consultant shall be entitled to a change under Section 1 for any schedule and cost impacts due to the Force Majeure.

In the event of any nonperformance caused by any of the forces described as Force Majeure, the Party affected shall within seventy-two (72) hours notify the other Party orally, and within seven (7) Business Days of nonperformance provide the other Party with written confirmation of the nature, cause, date of Force Majeure commencement, and anticipated extent of such nonperformance.

The term "Force Majeure," as used herein, shall mean any and all events which occur without the fault or negligence of the Party claiming Force Majeure, and which by the exercise of due diligence such Party is unable to prevent or overcome including without limitation acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, freezes, washouts, power failure, water shortage or adverse weather conditions, arrests, and restraints of governments and people, civil disturbances, explosions, breakage or accidents, the necessity for making repairs or alterations to machinery or lines of pipe (other than regularly scheduled or routine maintenance), acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies), governmental action, delay, restraint, or inaction, unavailability of equipment, and other similar or related causes (unless otherwise

explicitly excluded herein), including both their direct and indirect consequences and effects, whether or not enumerated herein. A Party claiming Force Majeure shall utilize reasonable commercial efforts to mitigate the impact of Force Majeure. "Force Majeure" SHALL NOT MEAN OR INCLUDE the negligence, gross negligence or willful malfeasance of a Party or any of its directors, officers, agents, representatives, independent contractors, or employees.

Section 14. Agreement

This Master Services Agreement and each Request for Services issued hereunder, along with FMPA's RFQ 2017-211 and Consultant's response thereto (which are both incorporated herein by reference), shall constitute the final and complete expression of the agreement between FMPA and Consultant relating to the subject matter of this agreement.

In the event of any inconsistency between the terms of this Master Services Agreement, the terms included in any Request for Services issued hereunder, and those additionally set forth in RFQ 2017-211 and Consultant's response thereto, the following order of precedence is hereby agreed: (1) the terms of this Master Agreement, (2) the terms in any Request for Services, and (3) any additional terms set forth in FMPA's RFQ 2017-211 and Consultant's response thereto.

Section 15. Notices

All notices requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be deemed to have been validly served, or given after deposit in the United States mails, postage prepaid, by certified mail with return receipt requested, delivery to an overnight courier, or if transmitted by facsimile transmission facilities or electronic means of transmitting electronic mail messages, and addressed to the Party to be notified as follows:

If to FMPA at: Chief Operating Officer
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
Telephone No. (888) 774-7606 (toll free)
(407) 355-7767
Facsimile No. (407) 355-5793

With a copy to: General Counsel
Florida Municipal Power Agency
2061-2 Delta Way
Post Office Box 3209
Tallahassee, Florida 32315-3209

Telephone No. (877) 297-2012 (toll free)
(850) 297-2011
Facsimile No. (850) 297-2014

If to Consultant at: Sheila S. Moore
Contract Manager / HR & Payroll Administrator
Quanta Technology LLC
4020 Westchase Blvd., Suite 300
Raleigh, NC 27607
Telephone No. (919) 334-3094
Facsimile No. (610) 757-1708

Except as otherwise provided in this agreement, any Notices shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (local time and at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and holidays recognized by FMPA shall not be regarded as business days. Counsel for FMPA and counsel for Consultant may deliver Notice on behalf of FMPA and Consultant. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addresses set forth in this agreement.

Section 16. General Terms and Conditions

(a) This agreement shall not be assigned in whole or in part except as may be approved in writing by FMPA and Consultant.

(b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent. The failure or delay of any Party at any time to require performance by another Party of any provision of this agreement, even if known, shall not affect the continuing right of such Party to require performance of that provision or to exercise any right, power, or remedy hereunder.

(c) No amendment to this agreement (including any amendment to this Section) shall be effective unless agreed to in writing by both of the Parties to this agreement.

(d) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

(e) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.

(f) This agreement reflects the negotiated agreement of the Parties. Accordingly, this agreement shall be construed as if both Parties jointly prepared it, and no presumption against one Party or the other shall govern the interpretation or construction of any of the provisions of this agreement.


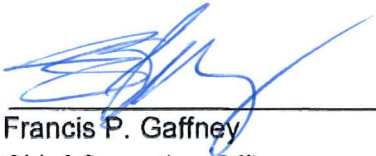
(g) The execution of this agreement has been duly authorized by the appropriate body or official of FMPA and Consultant, both FMPA and Consultant have complied with all requirements of law, and both FMPA and Consultant have full power and authority to comply with the terms and provisions of this agreement.

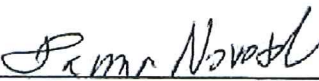
(h) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY

QUANTA TECHNOLOGY LLC

 By: 
Francis P. Gaffney
Chief Operating Officer

By: 
Damir Novosel
President

ATTACHMENT A
REQUEST FOR SERVICES

Pursuant to the terms and conditions of the Master Services Agreement executed and made effective as of the ____ day of _____, 2017, by and between Florida Municipal Power Agency ("FMPA") and Quanta Technology LLC ("Consultant"), FMPA hereby requests Consultant to perform the following Services:

- A. Project Scope of Services:
- B. Project Schedule:
- C. Additional FMPA Responsibilities:
- D. Project Compensation:
- E. Project Specific Insurance Requirements (if any):
- F. Is this a Major Project?

This Request for Services and the above-referenced Master Services Agreement constitute the complete understanding of the Parties with respect to the Services specified herein. Terms and conditions contained in purchase orders, work orders, or other documents issued by either Party with respect to the Services shall be of no force and effect.

IN WITNESS WHEREOF, the Parties have executed this Request for Services effective as of the ____ day of _____, 20__.

FLORIDA MUNICIPAL POWER AGENCY CONSULTANT

By: _____ By: _____

Title: _____ Title: _____



QUANTA
TECHNOLOGY

PROPOSAL

Support in Reviewing Field Performance of the Lake Worth AMI System

PREPARED FOR

Florida Municipal Power Agency
(FMPPA)

PROPOSAL DATE

January 22, 2020
(Version 1)

PREPARED BY

Diana Prkacin
DPrkacin@Quanta-Technology.com
(919) 737-5519

QUANTA TECHNOLOGY, LLC

4020 Westchase Boulevard, Suite 300, Raleigh, NC 27607 USA

RALEIGH (HQ) | TORONTO | SAN FRANCISCO BAY AREA | SOUTHERN CALIFORNIA | CHICAGO

www.Quanta-Technology.com

Quanta Technology, LLC is a wholly-owned subsidiary of Quanta Services, Inc. (NYSE: PWR)

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CONFIDENTIAL/PROPRIETARY: This document contains trade secrets and/or proprietary, commercial, or financial information not generally available to the public. It is considered privileged and proprietary to the Offeror, and it is submitted by Quanta Technology, LLC in confidence with the understanding that its contents are specifically exempted from disclosure under the Freedom of Information Act [5 USC Section 552 (b) (4)] and shall not be disclosed by the recipient (whether it be Government [local, state, federal, or foreign], private industry, or non-profit organization) and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose except to the extent in which portions of the information contained in this document are required to permit evaluation of this document, without the expressed written consent of the Offeror. If a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the right to duplicate, use, or disclose the data is granted to the extent provided in the contract.

VERSION HISTORY:

Version	Date	Description
1	1/22/2020	Initial submission



EXECUTIVE SUMMARY

Quanta Technology has met with the City of Lake Worth to evaluate their automated meter infrastructure (AMI) system performance. Based on that discussion, Lake Worth has requested a proposal to provide support in reviewing the field performance of the Lake Worth AMI system in more detail. This proposal outlines the project to review the AMI system performance data at Lake Worth and with the AMI supplier. It should be noted that, since this is a review, the tasks or areas for further review may need to be changed during the project. All plans will be reviewed with Lake Worth beforehand. The proposed terms and conditions are based on Quanta Technology's existing Master Service Agreement (MSA) with the Florida Municipal Power Agency (FMPA) and our initial proposal.



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1 PROJECT DESCRIPTION

Quanta Technology, LLC, is submitting this proposal in response to the City of Lake Worth's (the City's) Request for Proposal for Support in Reviewing Field Performance of the Lake Worth AMI System.

1.1 Scope of Work

Quanta Technology has met with the City of Lake Worth to evaluate their automated meter infrastructure (AMI) system performance. Based on that discussion, Lake Worth has requested a proposal to provide support in reviewing the field performance of the Lake Worth AMI system in more detail. This proposal outlines the project to review the AMI system performance data at Lake Worth and with the AMI supplier. It should be noted that, since this is a review, the tasks or areas for further review may need to be changed during the project. All plans will be reviewed with Lake Worth beforehand. The proposed terms and conditions are based on Quanta Technology's existing Master Service Agreement (MSA) with the Florida Municipal Power Agency (FMPA) and our initial proposal.

1.2 Methodology

1.2.1 Task 1: Gathering Data at Lake Worth

1.2.1.1 Task 1.1: Review of System Performance

Prior to the on-site meeting, the Quanta Technology team will hold a kickoff call with the City's team to set expectations and requirements for the data gathering portion of this project. Quanta Technology proposes a 1-week on-site meeting to gather the system performance data. Typical metrics include daily read success rate, review of meters that fail to read, location of meters that fail to read, take out point failures, head end software issues, reported meter issues, and other relevant metrics.

1.2.1.2 Task 1.2: Review of Meter RMAs

During the same week, Return Material Authorization (RMA) data will also be reviewed. Once a smart meter has a failure, the RMA process is typically used to return the meters to the supplier for analysis and repair. Typical data to be reviewed include number of meters with issues, types of issues, repeat issues, and root cause analysis from the supplier.

1.2.1.3 Task 1.3: Review of Processes

At the end of the week, the team will discuss any identifiable process changes or gaps to help in the collection of system performance data.

1.2.2 Task 2: Initial Performance Analysis

Based on the on-site work, Quanta Technology will analyze the data and provide an overview of the system performance.



1.2.3 Task 3: Initial Summary and Review

The intent of the review is to provide the City with some metrics in system performance from Task 2 and identify any gaps in data collection and analysis. In addition, any questions needing clarification by the AMI supplier will be discussed. These results will be reviewed via a webinar.

1.2.4 Task 4: Meet with AMI Supplier to Review Summary

Following the review with the City, Quanta Technology would like to meet with the AMI supplier to review any performance metrics they have, review the performance summary from the Lake Worth meeting, and understand the supplier's perspective on system issues and .a path forward.

1.2.5 Task 5: Update Performance Analysis

Based on the meeting with the AMI supplier, Quanta Technology will update the system performance presentation. Quanta Technology will provide the presentation to the AMI supplier for comments.

1.2.6 Task 6: Updated Summary Presentation

The updated system performance summary will be presented at Lake Worth to facilitate questions and discussion.



2 PROPOSED PROJECT TEAM

Quanta Technology’s project team is composed of experts who have worked together previously on similar projects. This section provides details on their qualifications, how they will be organized, and who will work on what aspects of the City of Lake Worth’s project.

2.1 Key Personnel

The following personnel are being proposed for this project:

- **Nikitas Zagoras**, *Senior Engineer*, Project Manager
- **Dr. Robert Dumas**, *Principal Advisor*, Technical Lead
- **Dr. David Hart**, *Executive Advisor*, Executive Advisor
- **Dr. Susane Nemezc**, *Associate*, Project Team

2.2 Project Organization

The organizational chart below shows the working structure proposed for this project. Nikitas Zagoras will serve as the Project Manager, overseeing all the activities, project schedule, work assignment, on-time delivery, quality assurance, and coordination with the customer.

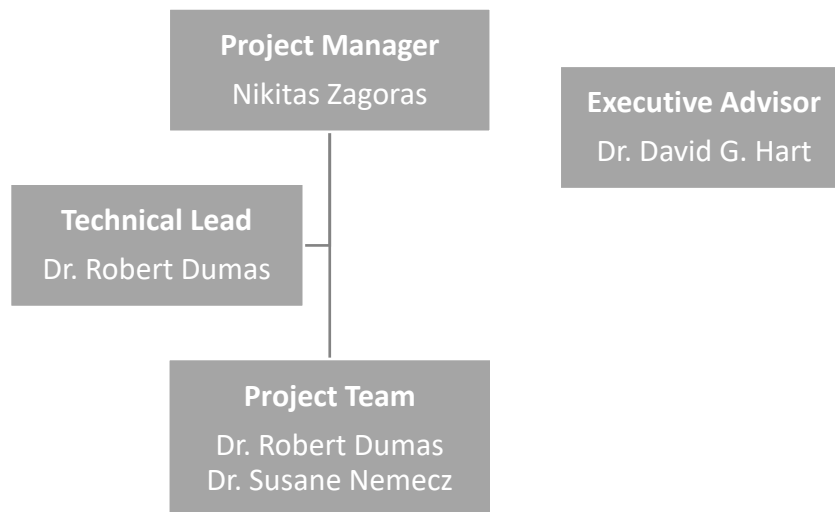


Figure 2-1. Project Organization Chart



3 PRICING AND TERMS

3.1 Pricing

Due to the exploratory nature of this project, the task scope may change. Quanta Technology will review any scope or budget changes with Lake Worth for approval beforehand and request a change order if required.

Quanta Technology offers the scope of work, deliverable items, and project team described in this proposal on a Time and Material basis. Travel and lodging will be billed at cost. These rates (Table 3-1) are exclusive of taxes, which are the sole responsibility of the customer.

The cost for the project on a Time and Materials basis is **\$62,117** (including travel and lodging). This is a budgetary estimate. The project will be regularly reviewed to evaluate progress based on the planned scope and budget estimate. The project price is calculated based on the scope of work, rates, and the assumptions outlined in this proposal. If changes to the scope or assumptions are required, the project price will be updated. Periodic reviews of the cost to date, cost estimates, and schedules will be conducted with the City of Lake Worth during the project execution.

Table 3-1. Quanta Technology Hourly Rates for 2020 (FMPA MSA: 10% Discount)

Title	FMPA MSA Rates (10% Discount)
Executive Advisor	\$331
Principal Advisor	\$279
Senior Advisor	\$237
Advisor	\$199
Principal Engineer	\$175
Senior Engineer	\$158
Engineer III	\$142
Engineer II	\$128
Engineer I	\$112
Senior Project Manager	\$189
Project Manager	\$166
Associate	\$160
Analyst	\$95
Administrative	\$48

Pricing is presented in Table 3-2, pricing assumptions are presented in Table 3-3, and travel expenses are presented in Table 3-4.



Table 3-2. Pricing

Task #	Task	Hours	Amount
1	Gathering Data at Lake Worth	--	--
1.1	Review of System Performance	35.2	\$7,183
1.2	Review of Meter RMAs	35.2	\$7,183
1.3	Process Review	17.6	\$3,778
2	Initial Performance Analysis	72.6	\$15,806
3	Initial Summary and Review	17.6	\$3,778
4	Meet with AMI Supplier to Review Summary	26.4	\$5,666
5	On-Site Update Performance Analysis	37.4	\$8,250
6	Updated Summary Presentation	19.8	\$4,473
Total		262	\$56,117

Table 3-3. Pricing Assumptions

Item	Assumptions
1	Two Quanta Technology project team members (Dr. Robert Dumas and Dr. Susane Nemezc) will be on-site for initial data gathering.
2	City staff will be available for data gathering interviews.
3	Presentation of Initial Performance Summary will occur via a webinar.
4	The City will assist in getting AMI supplier to review performance summary.
5	Updated performance analysis will be presented on site.
6	Some data may need to be monitored and the performance tracked for further analysis – this is <u>not</u> included in the scope.
7	The project tasks will be reviewed with Lake Worth during the process and may need to be altered based on performance findings.
8	The City’s legal staff will cover legal aspects in all negotiations
9	Quanta Technology will be granted remote access to the Lake Worth AMI head end system during the project.

Table 3-4. Travel Expenses

Travel	Amount
On-Site Data Gathering at Lake Worth	\$4,200
Meeting to Present Performance Summary	\$1,800
Total	\$6,000



3.2 Expiration Date

This offer is valid for 90 days from the date of issue. For information about extensions of the offer, contact Diana Prkacin at DPrkacin@Quanta-Technology.com or (919) 737-5519

3.3 Terms and Conditions

The proposed terms are based on Quanta Technology's existing Master Service Agreement (MSA) with FMPA, dated August 23, 2017, and our initial proposal.



APPENDIX A: PROJECT TEAM RESUMES

- **Nikitas Zagoras**, *Senior Engineer*, Project Manager
- **Dr. Robert Dumas**, *Principal Advisor*, Technical Lead
- **Dr. David Hart**, *Executive Advisor*, Executive Advisor
- **Dr. Susane Nemezc**, *Associate*, Project Team



Nikitas Zagoras

Nikitas Zagoras, *SENIOR ENGINEER, Protection, Control & Automation*, has expertise in powers systems protection and controls for transmission and distribution, as well as DG interconnection/integration studies and distribution automation. During his MSEE at Clemson, Nikitas worked on research projects involving phasor measurement unit (PMU) applications, dynamic state estimation, and energy storage systems. Nikitas has 4 years of experience in power systems operation, design, and maintenance for Mission Critical Facilities. Prior to joining Quanta Technology, he worked for Schweitzer Engineering Laboratories where he gained valuable experience in power systems protection and controls.



*Senior Engineer
Protection, Control
& Automation*

Areas of Expertise

- Power System Protection
- Power System Operations & Control
- Project Management

Experience & Background

- Years of experience in the electric power industry2008–Present
- Senior Engineer, Quanta Technology.....2016–Present
- Engineering Intern, Protection, Schweitzer Engineering Laboratories..... 2015–2015
- Research/Teaching Assistant, Power Systems, Clemson University..... 2012–2015
- Electrical Engineer, Lamda Hellix 2008–2011
- Engineering Intern - Electrical, Olympic Airways 2006

Accomplishments & Industry Recognition

- IEEE senior member, Power and Energy Society
- IEEE PES Worcester County Chair, 2018
- Professional Engineer, Greece

Education

- MSc, Electrical Engineering, Clemson University, 2015
- MSc, Project Management, City University of Seattle, 2010
- BSc, Electrical Engineering, Piraeus University of Applied Sciences, 2007



Robert Dumas, PhD

Robert Dumas, PhD, *PRINCIPAL ADVISOR, Protection, Control & Automation*, has over 40 years of experience with increasing levels of organizational responsibility in electrical, nuclear, mechanical, and environmental engineering positions associated with electric utility generation, transmission operations, and advanced metering infrastructure (AMI) smart-grid solutions for some of the largest utilities in the U.S. and internationally. This experience includes 17+ years with Virginia Power Nuclear Design Engineering and 17 years in the AMI industry with Elster Solutions (formerly ABB) and Itron Inc. With Quanta Technology, he has been responsible for project execution of the multi-million-dollar Wide-Area Protection project for National Grid Saudi Arabia, as well as ongoing AMI consulting projects.



*Principal Advisor
Protection, Control
& Automation*

Areas of Expertise

- Project & Program Management
- Advanced Metering Infrastructure (AMI)
- Smart Metering
- Meter Data Management Systems
- GIS system application
- Utility Operations
- Resource Planning
- Nuclear plant instrumentation & control
- Nuclear and EMS SCADA systems

Experience & Background

- Years of experience in the electric power industry1977–Present
- Principal Advisor, Quanta Technology2016, 2018–Present
- Director, Solution Delivery, Itron Inc. 2017–2018
- Managing Partner, Smart Grid Consulting Associates, LLC..... 2015–2016
- Vice President, Program Implementation, Elster Solutions (formerly ABB)..... 1999–2014
- Senior Researcher and Doctoral Student, Environmental Engineering, NCSU 1995–1999
- Senior Staff Engineer, Nuclear Design and Power Supply, Virginia Power 1977–1994

Education

- PhD, Environmental Engineering, North Carolina State University (NCSU), 1999
- MS, Environmental Engineering, North Carolina State University (NCSU), 1996
- BS, Nuclear Engineering, North Carolina State University (NCSU), 1977



David G. Hart, PhD

David Hart, PhD, EXECUTIVE ADVISOR, Vice President, Protection, Control & Automation, has over 25 years of experience in the power industry including protection and control, power system automation, smart metering, and various research experience. He has been involved with the development of Automated Metering Infrastructure (AMI) products and systems for over 10 years, directing the product management, engineering, and quality teams. As head of Protection & Control, he is responsible for overall business strategy, client and program proposals, and project execution for the business area. David holds over 25 patents and is a Senior Member of IEEE/PES.



Vice President
Protection, Control
& Automation

Areas of Expertise

- Protection and Control
- Substation Automation
- Feeder Automation
- Advanced Metering Infrastructure
- Smart Metering

Experience & Background

- Years of experience in the electric power industry1992–Present
- VP, Protection, Control, and Automation, Quanta Technology.....2015–Present
- VP, Automation Solutions, ABB..... 2014–2015
- Executive Director Solutions, ABB..... 2013–2014
- Senior Vice President Solutions (PM, Engineering, Quality, Support), Elster Electricity 2006–2013
- Vice President of Engineering and Quality, Elster Electricity..... 2001–2006
- Automation Program Manager, ABB 1999–2001
- Automation Technology Center Manager, ABB..... 1997–1999
- Technology Team Leader, ABB..... 1996–1997

Accomplishments & Industry Recognition

- ABB Achievement Award
- Numerous technical disclosures in metering, power system protection, control and automation
- Numerous patents issued
- Numerous industry publications
- IEEE/PES Senior Member

Education

- PhD, Electrical Engineering (Power Systems), Clemson University, 1991
- MS, Electrical Engineering (Power Systems), Clemson University, 1987
- BS, Mathematics and Physics, Wofford College, SC, 1985



Susane Nemezc, PhD

Susane Nemezc, PhD, *ASSOCIATE, Advanced Metering Infrastructure (AMI)*, has over 20 years of experience in the utility industry, including 8 years of software development and quality assurance and 9 years of customer deployment and support of advanced metering infrastructure (AMI). She provided leadership for the technical customer support group at Elster Solutions (formerly ABB), serving 160 customers in North America, Central America, and Asia-Pacific with different AMI/AMR solutions in a 24x7 schedule; generating \$6M+ in yearly revenue. She also managed a \$1.5M complex customer system upgrade project (software and hardware upgrade) in Canada.



Associate
Advanced Metering Infrastructure (AMI)

Areas of Expertise

- Customer Support
- Project Management
- Advanced Metering Infrastructure (AMI) Systems
- Smart Metering & Troubleshooting
- Software Development

Experience & Background

- Years of experience in the electric power industry1995–Present
- Associate, Advanced Metering Infrastructure (AMI), Quanta Technology2020–Present
- Principal Project Engineer, Elster Solutions (formerly ABB) 2014–2015
- Manager of AMI Customer Support and Services, Elster Solutions (formerly ABB)..... 2006–2014
- Quality Control Assurance, Elster Solutions (formerly ABB)..... 2003–2006
- Software Development, Elster Solutions (formerly ABB) 1998–2003

Education

- PhD, Biochemistry, University of Szeged, Szeged, Hungary
- MS, Physical Chemistry, University of Szeged, Szeged, Hungary
- BS, Chemistry, University of Szeged, Szeged, Hungary
- Certificate in Computer Programming - North Carolina State University, Raleigh, NC



Ken Rutter
Chief Operating Officer

Date 4/21/2020

Mr. Michael Bornstein
City Manager
City of Lake Worth Beach
7 N. Dixie Hwy
Lake Worth Beach, FL. 33460

Dear Mr. Bornstein:

RE: Field Performance Review of the City of Lake Worth Beach's Advanced Metering Infrastructure AMI System

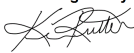
This letter will confirm the agreement between the Florida Municipal Power Agency (FMPA) and the City of Lake Worth Beach to facilitate the provision of Consulting Engineering Services by FMPA through Quanta Technology, LLC. FMPA has a Master Services Agreement with Quanta Technology, which was awarded in accordance with FMPA's RFQ 2017-211 and section 287.055, Florida Statutes (Florida's Consultants' Competitive Negotiations Act). RFQ 2017-211 specifically requested services which could be utilized by FMPA's members.

FMPA has made arrangements with Quanta Technology to assist the City of Lake Worth Beach with reviewing the field performance of the City of Lake Worth Beach's Advanced Metering Infrastructure. These services will include performance evaluation, review of the Return Material Authorization (RMA) data, as well as other areas that the AMI system can be used to optimize its functionality. The project has a total, not to exceed amount of \$68,328.00 which includes the estimated expenses of \$62,117.00 for the project plus a 10% contingency of \$6,211.00.

FMPA and the City of Lake Worth Beach has established the scope of work with Quanta Technology. FMPA staff will assist in coordinating with Quanta Technology; however, the City of Lake Worth Beach is responsible for directing and monitoring Quanta Technology's work. FMPA will pay Quanta Technology's invoice—with approval from the City of Lake Worth Beach — and issue an invoice to the City of Lake Worth Beach for Quanta Technology's billed hours plus expenses. The City of Lake Worth Beach hereby agrees to pay the invoice from FMPA within 30 days of receipt.

To acknowledge your agreement with the terms of this letter, please sign below as indicated in the signature block and return one fully executed letter to me.

Sincerely,

DocuSigned by:

5B40F13185DA46A...

Ken Rutter
Chief Operating Officer

Letter Agreement: Field Performance Review of the City of Lake Worth Beach's Advanced Metering Infrastructure AMI System

Date: April 21, 2020
Page 2

ACCEPTED AND AGREED (Field Performance Review of the City of Lake Worth Beach's Advanced Metering Infrastructure AMI System):

CITY OF LAKE WORTH BEACH, FLORIDA

Pam Triolo, Mayor

ATTEST:

By: _____
Deborah M. Andrea, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Bruce T. Miller, Financial Services Director

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: April 28, 2020

TITLE:

Resolution No. 13-2020 – Electric Vehicle Charging Infrastructure Phase I Application

SUMMARY:

The resolution authorizes the submission of an application to the Florida Department of Environmental Protection for funding up to \$500,000 under the Electric Vehicle Charging Infrastructure Phase I program. The City's application requests funding for the development of an electric vehicle charging station to help mitigate mobile sources of emissions where people live, work and visit.

BACKGROUND AND JUSTIFICATION:

The Diesel Emissions Mitigation Program (DEMP) utilizes funds from the Volkswagen Settlement Act and the U.S. Department of Environmental Protection Agency's Diesel Emission Reduction Act to fund projects that reduce mobile emissions such as nitrogen oxides, particulate matter and organic hazardous air pollutants. Florida became a beneficiary under the resulting Environmental Mitigation Trust Agreement for State Beneficiaries on January 30, 2018. The Florida Department of Environmental Protection has been assigned as the Lead Agency for oversight of these funds.

In accordance with requirements under the Mitigation Trust, the Florida Department of Environmental Protection has published a Beneficiary Mitigation Plan for the State that identifies allowable mitigation actions and funding amounts. Approximately \$25 million has been allocated for electric vehicle charging infrastructure.

The Florida Department of Environmental Protection has a Request for Applications to provide funding for Electric Vehicle Charging Infrastructure Phase 1. The primary objective of Phase 1 is to provide sufficient fast charging opportunities in the event of an evacuation due to natural disaster. Accordingly, twenty-seven segments of major interstate corridors, including I-95, have been identified as eligible for funding. These include the two interchanges in Lake Worth Beach.

The sites proposed for charging stations cannot be located on the actual interstate or within the interchange. Accordingly, the City's application identifies the development of a charging site on 6th Avenue South immediately west of its intersection with South Dixie Highway. This location is within the allowable distance to the I-95 interchange, thereby providing easy access to and from the interstate.

The City's application incorporates a team that includes market leaders in the design, development, deployment and operations of electric vehicle (EV) charging infrastructure. It will partner with Chargepoint, a company that operates the largest and most open EV charging network in the world, and has completed numerous past projects that demonstrate relevant technical and business experience necessary to support the installation, management, and

maintain EV charging infrastructure. ChargePoint has been in operation since 2007 and currently operates over 111,000 total charging spots.

The City's application is due to the Florida Department of Environmental Protection by its extended deadline of May 7, 2020.

MOTION:

Move to approve/disapprove Resolution No. 13-2020 authorizing the submission of the City's Electric Vehicle Charging Infrastructure Phase 1 application to the Florida Department of Environmental Protection.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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RESOLUTION NO. 13-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING UP TO \$500,000 UNDER THE ELECTRIC VEHICLE CHARGING INFRASTRUCTURE PHASE I PROGRAM; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Diesel Emissions Mitigation Program (DEMP) utilizes funds from the Volkswagen Settlement Act and the U.S. Department of Environmental Protection Agency’s Diesel Emission Reduction Act to fund projects to mitigate mobile sources of emissions where people live, work and visit; and

WHEREAS, Florida became a beneficiary under the resulting Environmental Mitigation Trust Agreement for State Beneficiaries on January 30, 2018; and

WHEREAS the Florida Department of Environmental Protection has been assigned as the Lead Agency for oversight of these funds; and

WHEREAS, the Florida Department of Environmental Protection has issued a Request for Applications to provide funding for eligible projects under Electric Vehicle Charging Infrastructure Phase 1 program; and

WHEREAS, twenty-seven segments of major interstate corridors, including 1-95, have been identified as eligible for funding; and

WHEREAS, the interchange of I-95 at 6th Avenue South in Lake Worth Beach has been identified as eligible; and

WHEREAS, sites proposed for charging stations cannot be located on the actual interstate or within the interchange; and

WHEREAS, the City desires to submit an application to the Florida Department of Environmental Protection for the development of a charging site on 6th Avenue South immediately west of its intersection with South Dixie Highway that is within the allowable distance to the I-95 interchange, thereby providing easy access to and from the interstate.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the submission of an application to the Florida Department of Environmental Protection for funding under the Electric Vehicle Charging Infrastructure Phase I program

46 for the development of an electric vehicle charging station on 6th Avenue South
47 immediately west of its intersection with South Dixie Highway.

48
49 SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby
50 authorizes Michael Bornstein, City Manager, to execute the City's application for Fiscal
51 Year 2020-2021 CDBG funding from Palm Beach County.

52
53 SECTION 3: Upon execution of the resolution, one copy shall be provided to the Electric
54 Utilities Department Director. The fully executed original shall be maintained by the City
55 Clerk as a public record of the City.

56
57 SECTION 4: This resolution shall become effective upon adoption.

58
59 The passage of this resolution was moved by Commissioner _____,
60 seconded by Commissioner _____, and upon being put to a vote, the
61 vote was as follows:

- 62 Mayor Pam Triolo
- 63 Vice Mayor Andy Amoroso
- 64 Commissioner Scott Maxwell
- 65 Commissioner Omari Hardy
- 66 Commissioner Herman Robinson

67
68 The Mayor thereupon declared this resolution duly passed and adopted on the 5th
69 day of May, 2020.

70 LAKE WORTH BEACH CITY COMMISSION

71
72
73 By: _____
74 Pam Triolo, Mayor

75
76 ATTEST:

77
78
79 _____
80 Deborah M. Andrea, CMC, City Clerk

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