



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
THURSDAY, MARCH 25, 2021 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Herman Robinson

PLEDGE OF ALLEGIANCE: led by Commissioner Sarah Malega

AGENDA - Additions / Deletions / Reordering:

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

- A. PBC School Board-Digital WiFi
- B. Proclamation declaring April 9, 2021 as The Lord's Place SleepOut Homelessness Awareness Day

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

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

- A. [Resolution No. 09-2021 – FY 2022 Library Services and Technology Act \(LSTA\) Grant Application](#)
- B. [Amendment #1 with AE Engineering for additional professional CEI Services](#)
- C. [Task Order No. 6 with Chen Moore and Associates \(CMA\) for engineering design services for the District 4 South Palm Park Sea Level Rise Mitigation project.](#)

NEW BUSINESS:

- A. [Temporary Downtown Sidewalk Cafe Guidelines](#)
- B. [First amendment to parking enforcement solutions equipment and related services agreement with IPS Group, Inc.](#)
- C. [Agreement with Oracle Elevator for the repairs and upgrades to the PBSO Building elevator](#)
- D. [Resolution 10-2021 -- to approve the CRA refinance of loans with PNC Bank for property acquisition](#)

LAKE WORTH BEACH ELECTRIC UTILITY:

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

- 1) [Task Order No. 4 with Power Engineers, Inc. to complete a feasibility study and conceptual design for the Intercoastal Waterway underground distribution line](#)
- 2) [Agreement with DataProse, LLC for Utility Bill Printing and Mailing Services](#)
- 3) [Resolution 06-2021 and Local Funding Agreement with the Florida Department of Transportation for Signalization & Street Lighting Improvements along Dixie Highway between Lake Avenue and Lucerne Avenue](#)

NEW BUSINESS:

- 1) [Task Order No.3 with Power Engineers, Inc., to provide engineering design and construction services for the new 138kV Canal Switchyard](#)
- 2) [Work Order No. 7 with The L.E. Myers Co. for 7th Avenue North Circuits Storm Hardening & Voltage Conversion construction services](#)
- 3) [Work Order No. 8 with The L.E. Myers Co. for 4DR01 Circuit Storm Hardening & Voltage Conversion construction services](#)

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

ADJOURNMENT:

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

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: March 25, 2021

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 09-2021 – FY 2022 Library Services and Technology Act (LSTA) Grant Application

SUMMARY:

The resolution approves the submission of an application for funding assistance in the amount of \$29,600 to develop the City's Literacy City Campaign under the Fiscal Year 2021-2022 Library Services and Technology Act (LSTA) grant program. The resolution also authorizes the Mayor to execute City's application for this funding application and all related requisite certifications.

BACKGROUND AND JUSTIFICATION:

Resolution No. 09-2021 approves the submission of the application for this Library Services and Technology Act (LSTA) funding in the amount of \$29,600 for the development of the City's Literacy City Campaign. The City will provide an in-kind matching cost share in the amount of \$31,870 that exceeds the required minimum of one-third of these Program grant funds requested. The \$31,870 in-kind match is related to staff salaries that are associated with the grant, the value of which has already been captured in the operating budget.

This campaign is aimed at increasing fundamental and cultural literacy among the residents of Lake Worth Beach. Critical components include a Literacy City curriculum unit, a "This is Literacy City" virtual program, a Literacy City board game, a Literacy City virtual walking tour, an "I Live in Literacy City" video series, a Literacy City postcard set, and a monthly literacy event hosted by the City's municipal library.

This resolution authorizes the Mayor to execute the funding application on behalf of the City. It further authorizes the Mayor to sign the requisite certifications as part of the application process.

MOTION:

Move to approve/disapprove Resolution No. 09-2021 approving submission of the LSTA application for funding assistance to develop the Literacy City Campaign.

ATTACHMENT(S):

Fiscal Impact Analysis
LSTA Grant Application and Certifications
Resolution 09-2021

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	61,470	0	0	0
External Revenues	0	29,600	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	31,870	0	0	0
Net Fiscal Impact	0	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
180-0000-334-70-00	Library Grants	TBD			29,600	
180-9720-529.34-50	Contractual Services	TBD			26,000	
180-9720-572.52-00	Parks and Recreation/Operating Supplies	TBD			3,600	

Lake Worth Beach Public Library

Project Title: Literacy City

A. Applicant Information Page 1 of 11

Applicant Information

- a. **Organization Name:** Lake Worth Beach Public Library 
- b. **FEID:** 59-6000358
- c. **Phone number:** 561.533.7354
- d. **Principal Address:** 15 North M Street Lake Worth Beach, 33460
- e. **Mailing Address:** 15 North M Street Lake Worth Beach, 33460
- f. **Website:**
- g. **Organization Type:** Municipal Government
- h. **Organization Category:** Library
- i. **County:** Palm Beach
- j. **DUNS number:** 126412519
- k. **Fiscal Year End Date:** 09/30

1. Applicant Director *

First Name

Cindy

Last Name

Ansell

Phone

561.533.7354

Email

cansell@lakeworthbeachfl.gov

2. Project Manager *

First Name

Cindy

Last Name

Ansell

Phone

561.533.7354

Email

cansell@lakeworthbeachfl.gov

3. Duns in process

DUNS Number Application in process

4. Public Library has implemented an Internet Safety Education Program? *

Yes

No

Not Applicable

5. Rural Economic Development Initiative eligible *

Yes

No

B. Project Information Page 2 of 11

1. Application Priority *

Priority 1 of 1

2. Targeted User Group(s) *

Pick at least one but not more than three. [? Help](#)

- Children (Persons age 11 and under)
- Young adults and teens (Persons ages 12-18)
- Adults

3. Project Service Area *

The municipality, county or region the project will serve. [? Help](#)

Lake Worth Beach, FL 33460

4. Project Summary *

A concise, stand alone summary of the project. Include the applicant name, who is to be served by the project and what project activities will occur in the project. [? Help](#)

Literacy City: Where Every Resident is a Reader!

A campaign to increase foundational and cultural literacy among the residents of Lake Worth Beach, Florida, spear-headed by the Lake Worth Beach City Library.

Literacy City is a project aimed at increasing literacy in Lake Worth Beach. It contains components to reach school-age children, young adults, and adults in schools and neighborhoods. Some of the components include: a Literacy City curriculum unit, a "This is Literacy City" virtual program, Literacy City board game, a Literacy City virtual walking tour, an "I live in Literacy City" video series, a Literacy City postcard set, and a monthly literacy event hosted by the Library.

C. Introduction Page 3 of 11

Gives an overview of the applicant and establishes who is applying for funds. The information provided in questions 1—5 should be answered for the applicant listed on the project information section.

If the project is being implemented by an outlet, member or specific subset of the organization, the information in questions 1—5 can be provided for the specific subset as a part of the response to question 6.

1. Where is the applicant located geographically? *

 Help

Lake Worth Beach, FL

2. How many staff members does the applicant have? *

 Help

3

3. How many service outlets does the applicant have? *

 Help

1

4. How many registered borrowers does the applicant have, if applicable? *

 Help

19,863

5. What is the governance of the applicant? *

 Help

City of Lake Worth Beach, FL

6. Provide any additional information about the applicant to set the context for the project. This response is optional.

 Help

D. Need Page 4 of 11

The need section defines the problem to be solved by the project and the targeted population to be served by the project. The need makes a case for funding the project.

1. Size of the target population *

38,000

2. Who is the target population? *

[? Help](#)

Residents of Lake Worth Beach, FL

3. What are the unmet needs of the target population? *

[? Help](#)

Examination of the data below reveals that our community has the highest level of need for services in Palm Beach County.

Demographic Summary of Lake Worth Beach, FL

Zip Code 33460

January 2021

Extracted from Palm Beach County selected zip code data, maps & child information, published by the Children's Services Council of Palm Beach County

33460 is a relatively small (4.9 square miles) suburban zip code. It has an estimated population of 38,526. Based on 2020 Census data, the population is Hispanic 45%, white 35%, black 18%, and other 2%. 39% of residents are foreign born and 55% speak another language than English at home.

33460 is at the highest level for the CSC's community needs index.

There are approximately 13,032 households of which 22% are families with children under 18. Families with children in poverty are 21%. 26% of children score ready for school. 31% of students are on reading level in 3rd grade. The High School graduation rate is 68%.

Land area	4.90 square miles
Current population	38, 526
Avg. Income per household	\$42,500
Persons per household	3
Hispanic population	45%
White population	35%
Black population	18%

Other population	2%
Foreign born	39%
Language at home (not English)	55%
Median age	35
Households per zip code	13, 032
Families with children in poverty	21%
Children scoring ready for school	26%
Students on reading level (3rd grade)	31%
High School graduation rate	68%

4. How are the target population's needs not being met by the library or other community services? *

[? Help](#)

The need for literacy, both foundational and cultural, in our community is extreme. The Library has been focused on early childhood/school readiness for the last 10 years, and this continues. We have developed several community partners to help extend the Library's reach into the community.

With this program we seek to target all ages, and the families in the community. Community services tend to target children or seniors, for example. Our experience has revealed that the neediest segment of our community is family focused and tend to respond well to programs which include the whole family in their scope. Family focused services are harder to find in this area.

Many people in the neediest group have come from other countries and know little to nothing about the community we live in. Even service providers are often lacking in cultural literacy. For this reason we decided add the cultural literacy framework to the foundational literacy content.

5. How does the project relate to the applicant's long range plan or enhance the mission of the organization? *

[? Help](#)

Lake Worth Beach City Library's mission as stated in our long range plan and annual plan of service is to provide a beautiful facility, quality programming, and a variety of services so that the community may enjoy the **benefits of literacy and an enriched quality of life.**

We think that this educational/recreational program with its foundational and cultural literacy content will allow our residents to enjoy an enriched quality of life.

6. Additional Factors for Consideration / Continuing Project Status Report.

[? Help](#)

This project's start up expenses are considerable due to the design, development, and production costs. Once that hurdle is completed, the expenses will be mostly in the area of staff time and program venues.

This is why, with LSTA funds to cover start up costs and minimal maintenance expenses, this project will be sustainable in the long run.

E. Partners Page 5 of 11

1. List all project partners and their roles below. Add as many additional partners as needed.

 Help

#	Partner Name	Partner Role
1	School District of Palm Beach County	Provide access to classrooms for programming
2	Neighborhood Association President's Council	Provide access to neighborhood meetings for programming and social media support
3	Bridges of Lake Worth	Provide access to family events schedule for programming and social media support
4	Bridges of Highland	Provide access to family events schedule for programming and social media support
5	Dark Side Collectibles	Game distribution
6	Lake Worth Beach Visitors Center	Postcard distribution and social media support
7	Healthier Lake Worth Beach	Provide access to their events for programming and social media support
8	Friends of the Lake Worth Beach Library	Provide volunteers and social media support

F. Activities Page 6 of 11

1. Activities

Activity #	Activity Name	Activity Narrative	Activity Outputs
1	Activity 1	Design Literacy City brand style sheet including logo. This will give the campaign a recognizable and consistent look. Resource 1 Phase9 Design	1. Approved Literacy City brand style sheet 2.
2	Activity 2	Design Literacy City Board Game The board game will encourage family participation and promote cultural literacy.	1. Approved game board design.
3	Activity 3	Design Literacy City postcard set. The postcard set will be used in conjunction with the game and also tie in to the walking tour. Resource 3 Phase9 design	1. Approved design for postcard set.
4	Activity 4	Produce PR materials and game. Game will be printed and produced to resemble the typical game box format. Banners will be printed. Literacy event calendar will be printed. Campaign postcards will be printed.	1. Finished games, PR materials, and postcard sets will be ready for distribution.
5	Activity 5	Develop Literacy City presentation. This presentation will introduce the Literacy City campaign and its components to residents.	1. Presentation script, handouts ready to record and post on social media.
6	Activity 6	Write Literacy City curriculum unit. This unit will introduce students to Literacy City and the history and points of interest in LWB.	1. Finished curriculum unit to be recorded and distributed to LWB schools.
7	Activity 7	Create and record "I live in Literacy City" video series. These short videos will reflect the diversity and character of people who reside in LWB.	1. 6 videos of residents and walking tour will be posted on social media.
8	Activity 8	Install Literacy software on the City's website. This program will allow residents to log in and increase their literacy skills at their own pace.	1. Website visitors will have access to self-help literacy programs.
9	Activity 9	Develop Literacy City monthly event calendar. Monthly events will be designed to promote literacy and help acquaint residents with with LWB.	1. Finished monthly event calendar to be printed and posted on social media.
10	Activity 10	Present Literacy City program to schools, community groups. The results of Activity 6 will be presented.	1. 12 scheduled programs will be presented virtually or in person when possible.

2. TimeLine

Provide a detailed overall timeline of all of the proposed activities. If desired, the timeline can be in the form of a Gantt or other chart. To find out more about a Gantt chart, see <https://www.gantt.com>

2.1.

2.2. Upload File

File Name	File Size	Uploaded On	View (opens in new window)
LSTA FY22 Timeline Activities & Resources.xlsx	13 [KB]	3/5/2021 3:44:41 PM	View file

3. List all resources needed and identify which activities they will support. Use a comma to separate Activity numbers. *

#	Resource	Activity Number(s)
1	Phase9	1,2,3,4
2	Cindy Ansell	5,6,9,10,11
3	Kay Ralston	6,10,11
4	Ben Kerr, Information Officer, LWB	7
5	Keith Sullivan, LWB webmaster	8

G. Additional Project Information Page 7 of 11

1. Publicity Communications *

Describe the plans to promote and publicize the entire project. Indicate who will be responsible for carrying out the publicity activities. How will the target audience be informed about the project? [? Help](#)

Cindy Ansell will work with LWB's Public Information Officer and City Webmaster for the publicity and promotion of the project. The project will be posted on the City website, Facebook, and Instagram. The project will be displayed on the electronic signs at City Hall. Banners will be placed in the City plaza and the parks. Postcards introducing the project will be distributed in LWB schools, businesses, and in the visitors information center.

2. Sustainability *

Describe plans to continue or sustain the project once funding ends. [? Help](#)

the Literacy software will remain on the website. Programs will continue to be schedule on demand. Literacy materials will remain in the Library's collection.

3. Digital Images

[? Help](#)

3.1. Are digital images being created? *

- Yes
- No
- Not Applicable

3.2. Are metadata records being added to the statewide database in the Florida Electronic Library?

- Yes
- No

3.3. If not, provide explanation

H. Evaluation Page 8 of 11

The evaluation plan describes how the project will be evaluated as it is implemented. It will also provide the measures to determine the project's success.

Outcome

The outcome measures changes in knowledge, skills, behavior or condition of the customer as a result of the project. The Division requires at least one required outcome for each project. Select at least one of the required outcome(s) that will best measure the success of the project. Additional outcomes can be added if desired, but are not required.

The required outcomes for the grants are:

- The targeted population uses information or services that were not previously available.
- The targeted population uses technology to get information.
- The targeted population demonstrates an increase in their knowledge, skills or abilities.

Indicator

Indicators show how well the project is meeting an outcome. An indicator answers the question "how do we know that an outcome is achieved?" It is the statistics or data gathered to prove your results. Provide at least one indicator for the outcome. List additional indicators, if needed.

Source

For each indicator listed, list the who or what that will provide the data that you will use to evaluate the outcomes of the project

Method

For each source listed above, list the method by which the data used to determine the indicator will be collected. [? Help](#)

1. Evaluation Narrative *

Describe who will be responsible for the evaluation and when the evaluation will occur during the project. Describe any questionnaires, surveys, or test instruments to be used. Describe any reports the evaluation will produce. Describe how the evaluation will be used to make changes within the project year. If you wish to include evaluation samples (not required), they can be uploaded in the attachments section of the application. [? Help](#)

Cindy Ansell and Kay Ralston will be responsible for evaluating the project. Evaluation will take place throughout the project once the development phase is complete.

Paper surveys will be used to evaluate in person programs. Electronic surveys will be posted on the website.

The webmaster will collect data on the users of the literacy software.

As the information is collected it will be reviewed to make changes as needed.

2. Outcome - Use Of New Information Services *

Not Applicable

2.1. The targeted population uses information or services that were not previously available.

#	Indicator	Source	Method
1	We will count the number of program participants.	Cindy Ansell	Headcount

3. Outcome - Uses Technology *

Not Applicable

3.1. The targeted population uses technology to get information.

#	Indicator	Source	Method
1	Number of people who access literacy software	Keith Sullivan	Machine counts hits and uses

4. Outcome - Increase KSAs *

Not Applicable

4.1. The targeted population demonstrates an increase in their knowledge, skills or abilities.

#	Indicator	Source	Method
1	We will survey program participants as to their cultural awareness before and after our presentations	Cindy Ansell	Questionnaires/surveys

5. Additional Outcomes

#	Outcome	Indicator	Source	Method
---	---------	-----------	--------	--------

I. Budget Page 9 of 11

The budget explains and justifies the LSTA and matching funds required to implement the project. It should be clearly related to project activities. Each section of the budget is comprised of two required parts: the budget narrative and budget detail of the proposed amounts.

The narrative provides a detailed explanation and justification of proposed LSTA and matching expenditures. For each amount listed in the detail, the narrative should show how the amounts were calculated, for both grant and matching (if applicable) funds, i.e., include calculations, unit costs, or breakdown of costs. [? Help](#)

If a project requests less than \$10,000 (\$0-\$9,999) in grant funds, no matching funds are required. All other projects must provide local matching funds that equal a minimum of one-third (1/3) of the amount of federal funds requested or awarded.

1. Salaries and Benefits

Show combined salaries benefits to be paid to each person employed in the project, or who will be used as match for the project on a separate line. The narrative should indicate what the benefits percentage is for the salaries. Fees and expenses for consultants should be included under the Contractual Services section. For each position listed, provide the full-time equivalency (FTE) based on the local workweek.

1.1. Salaries and Benefits Detail *

#	Position Title	F.T.E.	Grant Funds	Cash Match	Total
1	Library Manager	0.25	\$0	\$16,875	\$16,875
2	Librarian	0.10	\$0	\$5,495	\$5,495
3	Information Officer	0.05	\$0	\$4,750	\$4,750
4	Webmaster	0.05	\$0	\$4,750	\$4,750
Totals:			\$0	\$31,870	\$31,870

1.2. Salaries and Benefits Narrative

Benefits equal 35% of salary and benefits.

Library Manager 25% of \$67,500 for project oversight and development.

Librarian 10% of \$54,950 for programming support.

Information Officer 5% of \$95,000 for video support.

Webmaster 5% of \$95,000 for website support.

2. Contractual Services

Include costs for specific services to be performed by an outside organization or individual under contract. Examples include: consultant fees, rentals, advertising, speaker's fees and wiring costs. Briefly describe services to be provided by contract. [? Help](#)

2.1. Contractual Services Detail *

#	Description	Grant Funds	Cash Match	Total
1	Phase9 design	\$9,000	\$0	\$9,000
2	Phase9 printing and production	\$17,000	\$0	\$17,000
Totals:		\$26,000	\$0	\$26,000

2.2. Contractual Services Narrative

Phase9 will be performing the development and design work for the campaign. This campaign is illustration heavy in content. Designs include: style sheet, logo, postcard set (12), game board, game cards, game pieces, game box, campaign postcards, banners, and event postcards

Design estimate: \$9,000.

Phase9 will also be printing abd production of the campaign materials. Printing includes: campaign postcards, banners, event postcards, postcard sets, gameboards, boxes, gamecards

Printing and production estimate: \$17,000

3. Library Materials

Describe type and numbers of materials to be purchased. [? Help](#)

3.1. Library Materials Detail *

#	Description	Grant Funds	Cash Match	Total
1	Literacy software, Paper literacy workbooks, LWB history items	\$3,000	\$0	\$3,000
Totals:		\$3,000	\$0	\$3,000

3.2. Library Materials Narrative

Most of this expense will cover the literacy software which will be installed on the website. A subscription to Literacy solutions costs 400.00 per year for 20 users. If users exceed 20 we will purchase additional subscriptions.

The Library will distribute Literacy workbooks to residents who prefer a paper format.

The Library will purchase additional locally published books on the history of LWB.

3.3. Is the library purchasing materials for the library's collection?

Yes

No

3.4. If yes, are bibliographic records being loaded into the statewide database?

Yes

No

3.5. If no, provide an explanation of why the records are not being loaded.

4. Supplies

Describe the supplies needed for the project. Supplies may include computer supplies, toner, paper, postage, etc. [? Help](#)

4.1. Supplies Detail *

#	Description	Grant Funds	Cash Match	Total
1	paper and toner and misc. office supplies	\$600	\$0	\$600
Totals:		\$600	\$0	\$600

4.2. Supplies Narrative

These supplies will be used to print the curriculum unit, questionnaires, and prepare them for distribution

5. Travel

Indicate amounts to be used for travel associated with the project. Any travel conducted with grant or matching funds Must be done in accordance with Section 112.061, Florida Statutes. In the narrative indicate the traveler's position, destination, purpose, and how the travel relates to achieving project purposes. [? Help](#)

5.2. Travel Narrative

6. Equipment

The costs for equipment and furniture to be purchased and used by the project are covered in this category. Examples include computers, desks, and chairs. Include only items with a useful life of at least one year and an acquisition cost of \$1,000 or more. Small items of equipment that do not meet this definition should be shown in the "Other" category. List all equipment to be purchased. Describe the type of equipment and explain how equipment will be used to support the project. [? Help](#)

6.2. Equipment Narrative

7. Other

Include costs for any items that do not fall under the categories above. Some examples include printing and small equipment costing less than \$1,000. [?](#) Help

7.2. Other Narrative

Total LSTA Request:

\$29,600

Total Matching Funds:

\$31,870

J. Certifications and Attachments Page 10 of 11

1. Debarment Form *

2. Federal Funding Accountability and Transparency Act (FFATA) *

3. Internet Safety Certification Form. Applies only to public libraries.

4. Lobbying Activities Form

5. Certificate of Good Standing

6. Electronic Payments

This form must be completed annually and submitted directly to the Department of Financial Services so that your organization can receive grant funds via electronic funds transfer (EFT). If your organization has already submitted a form to DFS since January of the current calendar year, please check the box.

 [Download Blank Vendor Direct Deposit Authorization \(Pdf Format\)](#)

6.1. Previously Submitted form since January of the current calendar year

6.2.

7. Support Materials (optional)

7.1.

K. Review and Submit Page 11 of 11

1. Review and Submit

I hereby certify that I am authorized to submit this application on behalf of Lake Worth Beach Public Library and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making a false statement or representation to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.

1.1. Guidelines Certification

I hereby certify that I have read and understand the guidelines and all application requirements for this grant program as outlined under section 257. 12-15, Florida Statutes and 1B-2.011, Florida Administrative Code.

1.2. Signature (Enter first and last name)



Department of Financial Services
Division of Accounting and Auditing – Bureau of Vendor Relations

Instructions for Direct Deposit Authorization

Please contact us at (850) 413-5517 or e-mail at DirectDeposit@MyFloridaCFO.com if you have any questions or need assistance.

Section 1: Transaction Type: Select the appropriate transaction type(s):

- **New request** - If a payee is not currently on direct deposit with the state.
- **Change** - If payee has a current direct deposit with the state and is requesting a change to the record. (example: change of payee name, financial institution, account number and etc)

Section 2: Authorization for Setup or Changes: Enter the information of the Payee.

Note: *The social security number is required to be collected pursuant to 26 USC 6109, and will only be used for the purpose of complying with filing requirements imposed by the Internal Revenue Code and to comply with Section 119.071(5)(a)7, F.S.*

The name on the Direct Deposit Payment Authorization Form must match the Payee name on file with the State of Florida Vendor payment system for payments to be sent electronically. If you are currently receiving payments via State warrant, you should list the first line of Payee exactly as it appears on the State of Florida warrant.

Payees have the option to receive a paper copy of the direct deposit information by mail. Please note that the information is available online at <http://flair.dbf.state.fl.us/dispub2/cvnhphst.htm> immediately after the payment is deposited into the payees designated account.

Section 3: Financial Institution: Contact your financial institution to confirm your direct deposit account information. Have the completed form signed by a Representative of the Financial Institution. The individual authorizing the form must be an authorized signer on the bank account that the funds are being sent to. Verification will be conducted by the Department, via a telephone call to the Authorized Signer, to confirm the business name, account and transit-routing information of the financial institution.

Section 4: International ACH Transactions (IAT): Check this box if your funds are deposited in a U.S. financial institution and the entire amount is subsequently forwarded to a financial institution in a foreign country. Banking industry rules require the State, as originator of electronic payments, to identify payments where the entire payment amount is subsequently transferred to a financial institution outside the United States. The rules are referred to as "International ACH Transaction (IAT) rules" and are pursuant to requirements of the Office of Foreign Assets Control (OFAC), which is part of the United States Treasury. If an electronic payment is identified as an IAT transaction, the electronic payment must be sent to your financial institution in a special format. Contact your Financial Institution to see if IAT rules apply to you.

The State of Florida does not send payments electronically to financial institutions outside the United States.

Terms and Conditions

Processing time is approximately 4 to 6 weeks following receipt of the completed form. Please complete all information requested on this form.

Providing account information does not authorize the State of Florida to access account activity on your account.

We will initiate a pre-notification to your financial institution prior to making payment based on this authorization. The pre-notification is a zero dollar entry transmitted to your financial institution for the purpose of verifying the accuracy of the account and transit-routing numbers provided and entered into our system.

An authorized representative of the payee must make any changes to the information provided on this form in writing. Changes to account information will cause the original authorization to be immediately inactivated and the new account information will be processed as described above. The authorization will remain in effect until terminated in writing with sufficient notice to the State to allow adequate time to effect termination. The State will not be responsible for any loss that may arise solely by reason of error, mistake or fraud regarding information provided on this Direct Deposit Payment Authorization Form.

The State cannot send payments to different accounts at this time. All payments from the State of Florida will be sent to the single account you designate.



Department of Financial Services
Division of Accounting and Auditing – Bureau of Vendor Relations

Vendor Direct Deposit Authorization

Section 1: Transaction Type					
<input type="checkbox"/> New request			<input type="checkbox"/> Change account number		
Section 2: Authorization for Setup or Changes					
Social Security number <i>or</i> Federal Employer's Identification Number					
Business Name					
Business fax number		Business phone number			
Mailing address					
City		State		ZIP code	
I authorize Direct Deposit Section to verify with the Financial Institution the accuracy of the account information provided. I authorize the State of Florida to initiate credit entries and, if necessary, a debit entry in order to reverse a credit entry made in error in accordance with NACHA rules. I authorize these payment instructions and accept the terms and conditions for Electronic Funds Transfer payments on the reverse side of this form.					
Authorized Signature			Title		
Printed Name			Date		
Email address					
Financial Institution name			Type of Account (<i>check one</i>)		<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Account Name					
Routing Number		Customer Account Number			
<input type="checkbox"/>		Check this box if you do not want to receive by mail a paper copy of EFT Remittance Advice after funds are deposited in your designated account; this information is available online at http://flair.dbf.state.fl.us/dispub2/cvnhphst.htm .			
Section 3: Financial Institution					
I have verified that the account and transit-routing numbers provided above are correct. I have further verified that the person signing as the payee is an authorized signer on the account specified above.					
Representative Name			Representative Signature		
Title of Representative			Date		
Business fax number		Business phone number			
Mailing address					
City		State		ZIP code	
Section 4: International ACH Transactions					
<input type="checkbox"/>		Check this box if your funds are deposited in a U.S. financial institution and the entire amount is subsequently forwarded to a financial institution in a foreign country. See the instruction page for further information on International ACH Transactions			
For Florida Department of Financial Services Use Only					Send the ORIGINAL form to the address below
DM:		COMP:		FC:	
VMP:		VV:		VB:	
VVC:		APPR:			
Comments:					
					Department of Financial Services Direct Deposit Section 200 East Gaines Street Tallahassee, Florida 32399-0359

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Federal Funding Accountability and Transparency Act (FFATA) Reporting

Subgrantees must complete the Federal Funding Accountability and Transparency Act Reporting form. The FFATA Act requires that information on federal awards and executive compensation be made available to the public through a single searchable website, www.USASpending.gov.

Applicability and What to Report

- A. If, in the previous fiscal year, the subgrantee's gross income from all sources was under \$300,000, it is exempt from the requirements to report:
1. Subawards, and
 2. The total compensation of the five most highly compensated executives of the subgrantee.
- B. If the subgrantee is not exempt as provided in paragraph A., the subgrantee shall report the names and total compensation of each of its five most highly compensated executives, **if** -
1. In the subgrantee's preceding fiscal year, the subgrantee received:
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); **and**
 - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrantees); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

Definitions

Total compensation means the cash and noncash dollar value earned by the executive during the subgrantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Executive means officers, managing partners, or any other employees in management positions.

Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (866.705.5711) or the Internet (<http://fedgov.dnb.com/webform>).

Federal Funding Accountability and Transparency Act (FFATA) Reporting

Name of Organization: _____

DUNS Number: _____

Check one of the following:

The organization does not meet the applicability requirements to report the total compensation of the top five subgrantee executives and will not report total compensation for the preceding completed fiscal year.

The organization meets the applicability requirements to report the total compensation of top five subgrantee executives for the preceding completed fiscal year.

	Name	Total Compensation
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Signature (Official who can verify status of information provided)

Print Name and Title

Date

**INTERNET SAFETY CERTIFICATION FOR APPLICANT
PUBLIC LIBRARIES
PUBLIC ELEMENTARY AND SECONDARY SCHOOL LIBRARIES, and
CONSORTIA WITH PUBLIC AND/OR PUBLIC SCHOOL LIBRARIES**

As the duly authorized representative of the applicant library, I hereby certify that the library is (*check only one of the following boxes*)

- A. CIPA Compliant
*(The applicant library has complied with the requirements of
Section 9134(f)(1) of the Library Services and Technology Act.)*

OR

- B. The CIPA requirements do not apply because no funds made available under the LSTA program are being used to purchase computers to access the Internet, or to pay for direct costs associated with accessing the Internet.

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date

Name of Applicant Library/Program

RESOLUTION NO. 09-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE SUBMISSION OF AN APPLICATION FOR FUNDING UNDER THE FISCAL YEAR 2021-2022 LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA) GRANT PROGRAM IN THE AMOUNT OF \$29,600; AUTHORIZING THE MAYOR TO EXECUTE GRANT APPLICATION AND THE REQUISITE CERTIFICATIONS FOR THE FUNDING APPLIATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, grant funding under the Library Services and technology Act (LSTA) is provided to public libraries for the purpose of improving literacy rates for residents of the communities they serve; and

WHEREAS, grant funds made available to eligible grantees under the Program to supplement the operating budgets of eligible public libraries to develop literacy campaigns vital to increasing literacy rates among residents to the community; and

WHEREAS, the City of Lake Worth Beach ("City") intends to submit an application to LSTA for funding assistance in the amount of \$29,600 to develop its Literacy City Campaign to increase fundamental and cultural literacy in the City; and

WHEREAS, the City will provide a matching cost share in the amount of \$31,870 that exceeds a the required minimum of one-third of these Program grant funds; and

WHEREAS, these grant funds will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the submission of an application for funding under the Library Services and Technology Act (LSTA) for \$29,600 in FY 2021-2022 grant funding to develop the Literacy City Campaign to increase literacy in the City and authorizes the Mayor to execute the Grant application.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the Mayor to execute all requisite certifications for the City's funding application.

SECTION 3: Upon execution of the resolution, one copy shall be forwarded to the Leisure Services Department Director. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 4: This resolution shall become effective upon adoption.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: March 25, 2021

DEPARTMENT: Public Works

TITLE:

Amendment #1 with AE Engineering for additional professional CEI Services

SUMMARY:

The Agreement with AE Engineering authorizes the additional CEI services for the Park of Commerce Phase 2 project at a cost not to exceed \$79,488.75.

BACKGROUND AND JUSTIFICATION:

The Park of Commerce Phase 2 project is approximately 75% complete and numerous unforeseen delays and conditions were encountered which have delayed the construction final completion schedule. For example, there have been multiple drainage structure modifications as well as a need for additional AT&T and other utility relocations.

The City's Construction Engineering and Inspection (CEI) services consultant, AE Engineering, is an integral component of the project for inspection services, but also to serve as the City's liaison with FDOT for the grant requirements for the project. The project initially had a contract completion date of May 15, 2021, and due to the delays encountered on the project it is scheduled to be completed in June 2021. The amendment to the Task Order to AE Engineering authorizes the consultant to perform necessary CEI services for an additional 60 days to effectively close out the project and achieve all the grant requirements and deadlines. The Amendment is at a cost not to exceed \$79,488.75.

MOTION:

Move to approve/disapprove Amendment #1 with AE Engineering, Inc.

ATTACHMENT(S):

Fiscal Impact Analysis
Amendment #1 – AE Engineering, Inc.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	79,488.75	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	79,488.75	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
304-5020-541-63-15	Improve other than build	SG1804	3,044,860.00	695,619.98	60,983.77	634,636.21
422-7034-533-63-60	Water / Mains	SG1804	3,117,075.00	2,640,207.51	2,639.03	2,637,568.48
423-7231-535-63-15	Sewer / Mains	SG1804	1,297,376.00	1,168,972.39	1,780.55	1,167,191.84
428-5090-538-63-15	Improve other than build	SG1804	3,721,149.00	2,601,081.51	4,125.46	2,596,956.05
421-6034-531-63-15	Improve other than build	SG1804	32,782,286	30,915,051.35	9,959.94	30,905,091.41

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT to the Professional Services Agreement for Construction Engineering and Inspection (CEI) Services for the Florida Department of Transportation (FDOT) Phase 2 Local Agency Program (LAP) project (“Amendment”) is made as of _____, 2021, by and between the **City of Lake Worth Beach**, Florida, a Florida municipal corporation (“CITY”) and **AE Engineering, Inc.**, a Florida Corporation (“CONSULTANT”).

WHEREAS, on June 23, 2020 after a competitive selection process under the CCNA, the CITY and CONSULTANT entered into a Professional Services Agreement for CONSULTANT to provide Construction Engineering and Inspection Services to the CITY (the “Agreement”);

WHEREAS, the CONSULTANT has submitted a proposal to provide additional resources and re-scheduling of operations to supplement the necessary inspection services; and

WHEREAS, the CITY and CONSULTANT desire to amend the Agreement to add additional services as described in **Exhibit “A”**, which is attached hereto and incorporated herein; and

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONSULTANT agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Scope of Services.** The parties agree that the scope of services is amended to include the additional services described in **Exhibit “A”**.
3. **Compensation to Consultant.** The compensation to be paid by the CITY to the CONSULTANT for the additional services described in **Exhibit “A”** shall not exceed Seventy-Nine Thousand Four Hundred Eighty-Eight and 75/100 Dollars (\$79,488.75).
4. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall:
 - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
 - c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

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

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

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

5. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement and this Amendment 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 this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

6. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Professional Services Agreement for Construction Engineering and Inspection Services on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST: By: Betty Resch, Mayor

By: Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: Glen J. Torcivia, City Attorney

By: Bruce T. Miller, Financial Services Director

A.E. Engineering Inc.

[Corporate Seal]

By: Roderick Myrick
Print Name: Roderick Myrick, PE
Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 12th day of MARCH 2021, by Roderick Myrick, as the President [title] of A.E. Engineering Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Leslie Bruce
Notary Public Signature

Notary Seal:

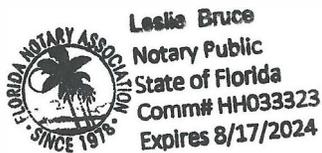


EXHIBIT "A"



Thursday, February 11, 2021

Mr. Felipe Lofaso, Assistant Director | Public Works Department
 City of Lake Worth Beach – Public Works Dept.
 1749 3rd Avenue South
 Lake Worth, FL 33460

RE: CEI Services for Park of Commerce Phase 2 FDOT Lap Project – SA 1

Dear Mr. Lofaso

Due to the aggressive schedule and critical path developed for the project referenced above, AE Engineering Inc. required additional extended resources and re-scheduling of operations to provide the inspections needed while maintaining the project within budget and time. We are requesting to consider allocating additional funds per the schedule below to allow AE Engineering Inc. to properly staff the close out phase of this project.

			2021					
			APR	MAY				
Name	Company	Position	End of Constr	Final Estimates / LAP closeout	Total Man Months	Total Man Hours	Rate	Amount
Ricardo Baraybar, P.E.	AE	Sr. Project Engineer	0.10	0.10	0.20	33.00	\$ 190.00	\$ 6,270.00
Andres Alehorua	AE	Project Administrator	0.70	0.70	1.40	231.00	\$ 150.00	\$ 34,650.00
Phillip Lyon / Silva Bathula	AE	LAP CSS	0.60	0.50	1.10	181.50	\$ 125.00	\$ 22,687.50
Alex Baader	AE	Roadway Inspector	1.00	0.25	1.25	206.25	\$ 65.00	\$ 13,406.25
Natasha Rynning	AE	Resident Compliance Specialist	0.10	0.10	0.20	33.00	\$ 75.00	\$ 2,475.00
Man Month Subtotal			2.50	1.65	4.15	684.75		\$ 79,488.75

If you have any questions or need further information, please do not hesitate to contact us at (786) 236-0791.

Sincerely,

Roderick Myrick, P.E., President

219 N Newnan Street •4th Floor •Jacksonville, Florida, 32202

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: March 25, 2021

DEPARTMENT: Water Utilities

TITLE:

Task Order No. 6 with Chen Moore and Associates (CMA) for engineering design services for the District 4 South Palm Park Sea Level Rise Mitigation project.

SUMMARY:

Task Order No. 6 to Professional Services Agreement authorizes Chen Moore and Associates to provide engineering design services for the District 4 South Palm Park Sea Level Rise Mitigation project in the amount of \$80,510.

BACKGROUND AND JUSTIFICATION:

The City Water Utilities Department has identified repeat nuisance flooding at the eastern end of 18th Avenue South over the past several years after rain events. Flooding conditions have worsened with sea level rise, king tides and more frequent extreme rain events where the ground is saturated. The stormwater has nowhere to go and impacts residents' properties. CMA will provide engineering design plans, specifications and cost estimates for a stormwater pump station at this location. Other alternative stormwater options were reviewed but not determined feasible or cost effective. The department is pursuing funding assistance through grants to help fund construction of this necessary project to provide resilience.

MOTION:

Move to approve/disapprove Task Order No. 6 with Chen Moore and Associates for engineering design services for District 4 South Palm Park Sea Level Rise Mitigation project in the amount of \$80,510.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order No. 6

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$80,510	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	 \$80,510	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
428-5090-538.63-15	Stormwater	N/A	\$3,721,149	\$2,616,245.01	-\$80,510	\$2,535,735.01

C. Department Fiscal Review: _____

Brian Shields – Director

Bruce Miller – Finance Director

Christy Goddeau – City Attorney

Michael Bornstein – City Manager

EXHIBIT "A"

**PROFESSIONAL SERVICES
FOR
NEIGHBORHOOD STREETS PROGRAM
TASK ORDER NO. 06**

THIS TASK ORDER FOR PROFESSIONAL SERVICES ("Task Order" hereafter) is made on the ___ day of _____, 2021, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **Chen Moore and Associates**, a Florida municipal corporation, whose local business address is 500 Australian Ave South, Suite 850, West Palm Beach, FL, 33401 ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Neighborhood Streets Program. The services are generally described as: **District 4 - South Palm Park Sea Level Rise Mitigation Project** (the "Project").

2.0 Scope:

Under this Task Order, the Consultant will provide the City of Lake Worth Beach Water Utilities Department with plans, specifications, and bid and award services for the Project as specified 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 285 calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed. This time includes an allocation of 60 days for permitting with various regulatory agencies.

4.0 Compensation:

This Task Order is issued for a lump sum, not to exceed amount of \$ 80,510 . The proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager:

The Project Manager for the Consultant is **Brent Whitfield, P.E.** phone: **561-329-1797**; email: **bwhitfield@chenmoore.com**; and, the Project Manager for the City is **Julie Parham**, phone: **561-586-1798**; email: **jparham@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 Beach and the Consultant, dated February 7, 2017 ("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.

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Debbie Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

Consultant: Chen Moore and Associates

By: _____
Name: Cristobal Betancourt
Title: Director

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 4 day of March 2021, by Cristobal Betancourt, as the Director of Landscape Architect [title] of Chen Moore and Associates [vendor's name], a Florida Corporation [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



Notary Public Signature

Notary Seal:

EXHIBIT B

March 4, 2021

Julie Parham, P.E.
Assistant Director | Water Utilities
City of Lake Worth Beach
301 College Street
Lake Worth Beach, Florida 33460

**Subject: Scope of Professional Services
District 4 - South Palm Park Sea Level Rise Mitigation Project**

Dear Mrs. Parham,

Chen Moore and Associates (CMA) is pleased to provide this Scope of Service in support of the City of Lake Worth Beach (CITY) addressing stormwater issues on 18th Avenue South as an extension of the previous design work performed under the Neighborhood Streets Program for District 4. This Scope of Service is in accordance with the contract between CMA and the CITY.

SCOPE OF SERVICES

This scope of service will include the following:

- Coordination with CITY
- Survey of all features within the right-of-way
- It is assumed that the project area consists of one fifth of an acre at the end of 18th Avenue South. Ther area includes the right of way of the hammerhead tee and drainage easement.
- Based on discussions with the CITY the project is to consist of the design and permitting of a stormwater pump station at the end of the street to mitigate the flooding condition during storm events coinciding with high tide conditions. The projected improvements will include a limited amount of regrading to tie in the proposed pump station elements to the existing conditions.

This scope will NOT include the following:

- Easement Acquisition (not anticipated)
- Geotechnical Investigations
- Construction Administration

The professional engineering services and the associated fees are described below.

TASK 1 FIELD INVESTIGATION AND COORDINATION

- 1.1 Desktop Utility Research: ENGINEER shall perform a Sunshine One design ticket call, send letters to all identified utilities, collect utility location information and digitize utility locations for drawings. ENGINEER will also review all existing record drawings, design plans, utility atlases, and GIS data for the project area to develop a reference layer for underground utilities.
- 1.2 Survey Coordination: ENGINEER will coordinate with the contracted survey firm (Engenuity) to perform a survey of the geometry of the project area, curb and gutter,

sidewalk, pavement limits, drainage rim and invert elevations, and all above ground features within the right-of-way and 10-ft beyond. The survey will also establish horizontal and vertical control for the pump station design.

- 1.3 Field Verification: ENGINEER shall conduct field visits to assess the existing conditions of the project area to determine the potential location for the stormwater pump station and a verification of the survey.

TASK 2 50% DESIGN SUBMITTAL

- 2.1 Plans: ENGINEER will prepare and submit 50% design drawings to CITY. The drawings will incorporate the survey linework, existing conditions, demolition plans, preliminary utility locations based on record drawing research and design ticket data, plan view alignment of proposed underground utilities (watermain pipeline and drainage pipeline), and preliminary pump station design for review by the CITY. The 50% design submittal will not include the existing or proposed profile view.

For scoping purposes, the assumed sheet count will be as follows:

1. Cover Sheet
2. Vicinity Map, General Notes and Legends
3. General Notes 2
4. Existing Site
5. Existing Site Demo Plan
6. Proposed Site
7. Stormwater Pollution Prevention Plan (SWPPP)
8. Existing Plan and Section
9. Proposed Plan and Section
10. Electrical Plans and Details
11. Project Specific Details (2 Sheets)
12. City Details (2 Sheets)

For all existing condition sheets and any proposed plans, it is anticipated that the drawing scale used will be 1" = 20', 1" = 5', or 1" = 3' based on the subject of the sheet and the details shown. Based on this approach, the total sheet count for the drawing set will be 17 pages.

- 2.2 Technical Specifications: ENGINEER shall prepare a Table of contents for the technical specifications based on CITY standard documents and Qualified Products List.
- 2.3 Cost Estimate: ENGINEER shall submit a cost estimate of the probable construction costs which will reflect the proposed improvements included within the 50% design plans.
- 2.4 Review Meeting: ENGINEER will attend one review meeting with CITY to discuss the 50% design submittal and obtain any review comments.

TASK 3 90% DESIGN PLANS

- 3.1 Plans: ENGINEER will prepare and submit 90% design drawings to CITY. The drawings will incorporate the CITY comments on the 50% plans and will include information regarding the location and depth of existing utilities based on the SUE testholes and will include detailed profile drawings. For scoping purposes, the assumed sheet count will be as follows:
1. Cover Sheet
 2. Vicinity Map, General Notes and Legends
 3. General Notes 2
 4. Existing Site
 5. Existing Site Demo Plan
 6. Proposed Site
 7. Stormwater Pollution Prevention Plan (SWPPP)
 8. Existing Plan and Section
 9. Proposed Plan and Section
 10. Electrical Plans and Details
 11. Project Specific Details (2 Sheets)
 12. City Details (4 Sheets)
- 3.2 Technical Specifications and Front Ends: ENGINEER shall prepare a full draft of technical specifications based on CITY standard documents and Qualified Products List. ENGINEER shall review and revise the CITY Front End documents as needed to accommodate the project.
- 3.3 Cost Estimate: ENGINEER shall submit a cost estimate of the probable construction costs which will reflect the proposed improvements included within the 90% design plans.
- 3.4 Review Meeting: ENGINEER will attend one review meeting with CITY to discuss the 90% design submittal and obtain any review comments.

TASK 4 PERMITTING

- 4.1 SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD): ENGINEER shall hold a pre-application meeting with SFWMD Staff regarding the ERP requirements of the proposed drainage improvements coincident with Task 2. The ENGINEER shall prepare all ERP application documents and submit along with related 90% design documents. For the purposes of this scope, it is assumed the ENGINEER shall respond to up to one Request for Additional Information from SFWMD review staff.
- 4.2 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP): ENGINEER shall prepare all application documents and submit to the FDEP any related 90% design documents for the purpose of permitting the discharge to the Lake Worth Lagoon. For the purposes of this scope, it is assumed the ENGINEER shall respond to up to one Request for Additional Information from FDEP review staff.
- 4.3 CITY OF LAKE WORTH BEACH BUILDING DEPARTMENT (CITY): It is assumed that all building department permits will be obtained by the CONTRACTOR after bid award. ENGINEER shall coordinate with the building department the 90% design documents for

the purpose of permitting project later. For the purposes of this scope, it is assumed the ENGINEER conduct one conversation with each department and incorporate comments.

TASK 5 100% FINAL DESIGN

5.1 Plans: ENGINEER shall prepare 100% final design plans which addresses previous review comments from the CITY and all regulatory agencies. For scoping purposes, the assumed sheet count will be as follows:

1. Cover Sheet
2. Vicinity Map, General Notes and Legends
3. General Notes 2
4. Existing Site
5. Existing Site Demo Plan
6. Proposed Site
7. Stormwater Pollution Prevention Plan (SWPPP)
8. Existing Plan and Section
9. Proposed Plan and Section
10. Electrical Plans and Details
11. Project Specific Details (2 Sheets)
12. City Details (4 Sheets)

5.2 Contract Documents: ENGINEER shall prepare 100% construction documents including technical specifications, final quantity list and additional special provisions as required by the CITY.

5.3 Cost Estimate: ENGINEER shall prepare a final cost estimate, which will be within 10% accuracy of construction cost for the time period at which the cost estimate was prepared. The cost estimate will be submitted with the final design plans and shall indicate all construction costs for items within the final design drawings.

TASK 6 BID AND AWARD SUPPORT

6.1 ENGINEER shall prepare for and attend Pre-Bid Meeting. Engineer shall prepare meeting summary of Pre-Bid Meeting.

6.2 ENGINEER shall respond to questions from Bidders and prepare up to two (2) addenda as necessary.

6.3 ENGINEER shall review price tabulation sheets and provide the CITY with a Letter of Recommendation to Award.

TASK 7 REIMBURSABLES

The following are estimated costs of reimbursable expenses. The CITY will only pay for those services which were used.

- 7.1 Printing and Postage: The costs for the printing and reproduction costs for submittal material will be billed to the project. The printing and postage costs for mailers distributed under Tasks 3 and 5 will also be billed to the project.
- 7.2 Subsurface Utility Engineering (SUE): ENGINEER will submit for reimbursement the invoices of the contracted SUE firm (Ritzel-Mason) to provide up to 5 utility location testholes where underground utilities work will proceed.
- 7.3 Survey: ENGINEER will submit for reimbursement the invoices of the contracted survey firm (Engenuity) to perform a survey of the geometry of the roadway, curb and gutter, sidewalk, and all above ground features within the right-of-way and 10-ft beyond. For locations where underground utilities design is occurring, the survey will include sump and invert elevations on any drainage structures. The survey will also establish horizontal and vertical control for the project.
- 7.4 Electrical: ENGINEER will submit for reimbursement the invoices of the contracted electrical engineering firm (C&W Engineering) to prepare drawings related to the service point connection, control panel and generator receptacle, oneline diagram, conduit and wiring design, electrical schedules and schematics, grounding and lightning protection and other related electrical and instrumentation and control items.

ASSUMPTIONS

- This proposal does not include any services required for easement or right-of-way acquisitions.
- All review comments from the CITY on each design submittal shall be provided to ENGINEER at one time. Any revisions due to additional comments may result in the need for additional services.
- NPDES permitting will be performed by the Contractor.
- This proposal assumes discharge to Lake Worth Lagoon will be permitted by FDEP with limited coordination (8 hours) with USACE, PBC ERM or FIND.
- Structural assessments of bulkheads and TV inspections of existing underground facilities is not included.
- Dewatering permits for construction activities will be obtained by the CONTRACTOR and will not be the responsibility of the ENGINEER
- Standard details for utilities will be provided by CITY in CAD format.
- Front end contract documents will be provided by CITY.
- Approved Products List will be provided by CITY.
- Landscape architectural services are not included.
- CITY will provide copies of all past studies and reports relating to this area.
- CITY will provide list and location of resident(s), complaints relating to drainage within the project area.
- CITY will pay all permitting fees as required by governing regulatory agencies.
- Analysis of grades will be based solely on survey information.

DELIVERABLES



Chen Moore and Associates will provide the following deliverables at each submittal:

Design plans:

- PDF copies at each submittal
- 2 half size sets (11"x17") for permitting submittals.
- 1 digital CAD copy

Progress Meetings:

- Meeting Agenda
- Meeting Summary

ENGINEERING FEES

The fees and schedule for the above tasks are as follows:

	Total per Task
TASK 1 – FIELD INVESTIGATION AND COORDINATION	\$4,195
TASK 2 – 50% CONCEPTUAL DESIGN SUBMITTAL	\$16,825
TASK 3 – 90% DESIGN PLANS AND PERMIT	\$14,970
TASK 4 - PERMITTING	\$10,490
TASK 5 – 100% DESIGN	\$8,290
TASK 6 – BID AND AWARD SUPPORT	\$2,575
TASK 7 – REIMBURSABLES	\$23,165
Total Without Subs (Tasks 1-6)	\$57,345
Total With Subs (Tasks 1-7)	\$80,510

The tasks will be billed as Lump Sum, based on the tasks delivered by CMA Team and the agreed upon rates in the Contract. The reimbursables task will be billed based on subconsultants' invoices billed at cost.

See **Exhibit C** for a breakdown of fees.

DESIGN SCHEDULE

CMA will meet with the CITY to agree upon a schedule. During the execution of the design, the schedule will be updated on a monthly basis to reflect progress and potential concerns. A draft schedule is included in **Exhibit D**.

Exhibit C
4-Mar-21

City of Lake Worth
District 4 - 18th Ave S – Pump Station
Fee Schedule

Hourly Rate	Subconsultant or Material Costs	Professional Staffing				Principal \$200.00	Total
		Senior Technician \$85.00	Project Engineer \$125.00	Senior Project Manager \$170.00	Project Director \$185.00		
TASK 1 – FIELD INVESTIGATION AND COORDINATION							
			2	4	1		\$1,115
		5	5	1			\$1,220
				4			\$680
			4	4			\$1,180
	\$0	5	11	13	1	0	
	\$0	\$425	\$1,375	\$2,210	\$185	\$0	\$4,195
TASK 2 – 50% CONCEPTUAL DESIGN SUBMITTAL							
			4	1			\$670
			2	1			\$420
			2	1			\$420
		2	4	2			\$1,010
		1	4	2			\$925
		2	8	6	2		\$2,560
			4	1			\$670
		2	6	4			\$1,600
		2	8	6	2		\$2,560
		4	8	4	2		\$2,390
			4	2			\$840
			2	2	2		\$710
			4	2	1		\$1,025
			4	2	1		\$1,025
	0	13	62	36	10	0	
	\$0	\$1,105	\$7,750	\$6,120	\$1,850	\$0	\$16,825
TASK 3 – 90% DESIGN PLANS AND PERMIT							
			1	1			\$295
			1	1			\$295
			1	1			\$295
			2	1			\$420
			2	1			\$420
		1	8	4	1		\$1,950
			2	1			\$420
		1	4	2			\$925
		2	8	4	1		\$2,035
		2	8	4	1		\$2,035
			2	1			\$420
			8	12	2		\$3,410
			4	2	1		\$1,025
			4	2	1		\$1,025
	0	6	55	37	7	0	
	\$0	\$510	\$6,875	\$6,290	\$1,295	\$0	\$14,970
TASK 4 - PERMITTING							
			8	2	1		\$1,525
		4	12	3	1		\$2,535
		2	8	2	1		\$1,695
		2	8	2	1		\$1,695
		2	6	2	1		\$1,445
			2	2	1		\$775
		2	1	2	1		\$820
	0	12	45	15	7	0	
	\$0	\$1,020	\$5,625	\$2,550	\$1,295	\$0	\$10,490
TASK 5 – 100% DESIGN							
			1				\$125
			1	1			\$295
			1	1			\$295
			1				\$125
			1	1			\$295
			4	2			\$840
			1				\$125
			4	2			\$840
		1	4	2	1		\$1,110
		1	4	2	1		\$1,110
			1				\$125
			2	8	2		\$1,980
			4	2	1		\$1,025
	0	2	29	21	5	0	
	\$0	\$170	\$3,625	\$3,570	\$925	\$0	\$8,290

Exhibit C
4-Mar-21

City of Lake Worth
District 4 - 18th Ave S – Pump Station
Fee Schedule

Hourly Rate	Subconsultant or Material Costs	Senior Technician \$85.00	Professional Staffing			Principal \$200.00	Total	
			Project Engineer \$125.00	Senior Project Manager \$170.00	Project Director \$185.00			
TASK 6 – BID AND AWARD SUPPORT								
	6.1 Attend Pre-Bid Meeting (Agenda / Summary)		2	1	1		\$605	
	6.2 Respond to RAI,; Prepare Addenda		4	4	1		\$1,365	
	6.3 Review bids; Letter of Award Recommendation		2	1	1		\$605	
Task 6 Total		\$0	\$0	\$1,000	\$1,020	\$555	\$0	\$2,575

TASK 7 – REIMBURSABLES								
	7.1 Printing and Postage	\$500					\$500	
	7.2 Subsurface Utility Engineering	\$3,575					\$3,575	
	7.3 Geo Tech	\$1,475					\$1,475	
	7.4 Survey	\$3,115					\$3,115	
	7.5 Electrical Plans and Specs	\$14,500					\$14,500	
Task 7 Total		\$23,165	\$0	\$0	\$0	\$0	\$0	\$23,165

	Total per Task
TASK 1 – FIELD INVESTIGATION AND COORDINATION	\$4,195
TASK 2 – 50% CONCEPTUAL DESIGN SUBMITTAL	\$16,825
TASK 3 – 90% DESIGN PLANS AND PERMIT	\$14,970
TASK 4 - PERMITTING	\$10,490
TASK 5 – 100% DESIGN	\$8,290
TASK 6 – BID AND AWARD SUPPORT	\$2,575
TASK 7 – REIMBURSABLES	\$23,165
Total Without Subs (Tasks 1-6)	\$57,345
Total With Subs (Tasks 1-7)	\$80,510

EXHIBIT D: 18TH AVENUE SOUTH STORMWATER PUMP STATION DESIGN SCHEDULE

ID	Task Mode	Task Name	Start	Finish	Duration	March	April	May	June	July	August	September	October	November	December
1		TASK 1 – FIELD INVESTIGATION AND COORDINATION (SURVEY = 75 DAYS)	Mon 3/15/21	Fri 5/14/21	45 days	█									
2		TASK 2 – 50% DESIGN SUBMITTAL	Mon 5/17/21	Fri 6/25/21	6 wks			█							
3		TASK 3 – 90% DESIGN SUBMITTAL (SUE = 2 WEEKS)	Mon 6/28/21	Fri 7/23/21	4 wks				█						
4		TASK 4 – PERMITTING	Mon 7/26/21	Fri 9/17/21	8 wks					█					
5		TASK 5 – 100% DESIGN SUBMITTAL	Mon 9/20/21	Fri 10/1/21	2 wks						█				
6		TASK 6 – BID & AWARD SUPPORT	Mon 10/4/21	Fri 12/24/21	3 months							█	█	█	

Project: LakeWorth_18thAve_SW
Date: Wed 2/3/21

Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			

C & W engineering Inc.

Electrical Consultants

6903 Vista Parkway North, #10
West Palm Beach, FL 33411
(561) 642-5333

January 28, 2021

Mr. David Cowan, P.E.
Chen & Associates
500 West Cypress Creek Road, Suite 410
Fort Lauderdale, FL 33309

Subject: City of Lake Worth 18th Avenue Storm Water Pump Station Project
C&W Ref. 77091

Dear Jason:

I am pleased to submit this proposal for your consideration to provide Electrical Engineering Services for the above referenced project. This proposal contains three parts: Part 1-Design Phase, Part 2-Bidding assistance Phase; Part-3 Construction Phase.

PART 1 – DESIGN PHASE

C&W Engineering will provide Electrical Engineering to prepare documents suitable for bidding, construction and permitting.

Coordination

Chen Moore and Associates
Owner
Field Coordination with LWB Utilities
1 Meeting with Owner

Prepare Drawings

Site Plan with Service Point location
Detailed Plan
Online Diagram
Control Panel with Generator Receptacle
(No Generator/ATS)
Control Systems design

- RTU system
- Conduit and Wire Design
- Electrical Schedules
- Electrical Schematics
- Other Details as may be required

- Prepare Technical Specifications
 - Electrical General Requirements
 - Basic Materials and Methods
 - Control Panels
 - Grounding and Lightning protection
 - Other Specs as may be required

- Provide Final Opinion of Cost

The fee for **Part 1- Design Phase** will be **\$12,000.00**, lump sum.

PART 2 - BIDDING SERVICES PHASE

C&W Engineering will provide electrical engineering assistance during bidding phase to oversee the electrical portion of the project. The work will include the following:

- Attendance at the Prebid Meeting
- Response to Bidder Questions
- Provide Addendum, if needed
- Provide Conformed drawings.

The fee for **Part 2- Bidding Services Phase** will be **\$2,500.00**, lump sum.

PART 3 - CONSTRUCTION PHASE

C&W Engineering will provide electrical engineering during construction to oversee the electrical portion of the project. The work will include the following:

- Attendance at the Pre-Construction Meeting
- Response to Contractor's RFIs,
- Review of Electrical shop drawings
- Review of Pump data & other mechanical equipment
- Provide 3 field observation visits.
- Witness startup of power and control equipment and prepare a punch list
- Review Contractor As-built red lines.

77091

The fee for **Part 3- Construction Phase** will be **\$12,000.00**, hourly not to exceed. Based on

I trust the scope and fee are in agreement with your needs and expectations. Please contact me with questions or comments. Thanks for this opportunity.

Very truly yours,

C&W Engineering, Inc.



Michael A. Guida, P.E.

File
JLR/nl

January 25, 2021

Chen Moore and Associates
Attn: Mr. David Cowan, Jr., PE
500 Australian Avenue South #850
West Palm Beach, FL 33401
Phone: 561.746.6900/ Cell: 561.255.7494/ Email: dcowan@chenmoore.com

Re: Proposal/Agreement for Geotechnical Exploration Services
18th Avenue South Pump Station
End of 18th Avenue South
Lake Worth, FL

Dear Mr. Cowan:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Per your email dated January 25, 2021, we understand that plans for this project include the installation of a wet well at the referenced site. Exact construction details are unknown at this time; however, the wet well is anticipated to be six-foot box or diameter and less than 15-feet deep. At the time of this proposal a site plan was not available; however, we anticipate receiving one prior to the initiation of on-site activities. Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

SCOPE OF WORK

We propose to perform one Standard Penetration Test (SPT) boring in general accordance with ASTM D-1586 specifications to a depth of 15 feet in the area of the proposed wet well.

At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide an engineering report including a description of our findings and general site preparation and foundation design recommendations for support of the proposed construction. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site. The engineering report will include graphic logs of the test borings and a test boring location plan. We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

FEE SCHEDULE

The above-indicated scope of work will be performed for an estimated cost of \$1,475.00 based on the following rates and quantities:

Tech. site visit, boring layout, utility clearance	Lump Sum	\$150.00
Mobilization of equipment/crew	1 @ \$150.00	\$150.00
SPT borings* (truck mounted drill rig)	Lump Sum	\$250.00 (min)
Soil classification/ laboratory analysis	Lump Sum	\$100.00
Project Engineer	Lump Sum	\$650.00
Principal Engineer	Lump Sum	\$125.00
Clerical/ Admin. for report preparation	Lump Sum	\$50.00

*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%.

Construction Materials Testing (as may be required):

- Pile monitoring - \$65.00/hour
- Proctors - \$150.00/test
- Density tests - \$30.00/test (5 min/trip)
- Concrete cylinders - \$85.00/set
- Trip charge - \$50.00/ea. (if required)
- Bearing capacity completion letter - \$150.00
- Clerical/ Admin. - \$50.00/hour
- Principal Engineer - \$125.00/hour

Once we receive the executed/ signed proposal, project scheduling will commence. The geotechnical report should be available within approximately 10 - 12 business days after the signed proposal is received.

NE has been offering engineering, testing and inspection services for over 50 years in South Florida and the Treasure Coast. Our commitment to practical, cost-effective solutions supported by responsive client service distinguishes the firm and enables us to solve your most demanding technical challenges. One of the key constituents for NE's success is our staff of experienced engineering and environmental professionals and technicians that are registered/certified and have been trained to provide a wide range of testing and inspection services. Our laboratory is certified and checked annually by Construction Materials Engineering Council (CMEC) and Florida Department of Transportation (FDOT).

Our sister company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. Please call 561-732-7200 to speak with an NEF project manager regarding these services.

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully submitted,
NUTTING ENGINEERS OF FLORIDA, INC.

Scott Ersland
Division Manager

Richard C. Wohlfarth, P.E.
Principal/ Director of Engineering

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. Deposit amounts are collected at time of written authorization to proceed. If you are a first-time client, we request that the balance due for these services be paid at the time of report completion. Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

Boynton GEO

General Terms and Conditions

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NE"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

Delivery – Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

Payment - No deposit required with signed agreement. Balance due upon completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

Insurance – NE maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

Right-of-Entry - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

Damage to Existing Man-made Objects - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

Warranty and Limitation of Liability - NE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Indemnification – Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

Sampling or Testing Location - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any damage to utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client and will not be assumed by NE.

Sample Handling and Retention – Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

Legal Jurisdiction - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

Force Majeure - NE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

Documents - NE shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NE should be notified in writing immediately upon discovery. NE reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NE'S reports for purposes of the current project. **Other parties are not authorized to use or rely upon NE'S reports unless NE so states in writing.**

NE - General Contract Terms and Conditions May 2017

cc: Connie Gworek – Business Development Associate
James Lendl – CMT Division Manager

COMPROP BOYNTON 1-2020



January 25, 2021

David Cowan Jr., PE
Chen Moore and Associates
500 S. Australian Avenue #850
West Palm Beach, Florida 33401

Ritzel-Mason, Inc.

5119 Beechwood Road
Delray Beach, FL 33484

Phone: 786.472.0358

www.ritzel-mason.com

Subject: Fee Proposal for Utility Investigation Services

Project: City of Lake Worth – 18th Avenue S Pump Station

Dear Mr. Cowan:

Ritzel-Mason appreciates the opportunity to prepare this fee proposal for providing subsurface utility engineering (SUE) services on the above referenced project. Ritzel-Mason is registered and licensed in the state of Florida. This letter will serve as our official scope of services and is accompanied by the included fee estimate. The combination of our resources and experience will provide Chen Moore and Associates (the Client) with the confidence that Ritzel-Mason is the right choice to complete the project on time and on budget. Ritzel-Mason has been requested by the Client to provide utility designating and locating services to verify the horizontal and vertical positions of existing utilities.

Project Limits: The limits of our investigation the easterly ending of 18th Avenue South in Lake Worth, Florida. See attached exhibit for project limits as outlined in dashed red as provided by the Client via email. Limits will be extended to 100 feet east of the exhibit.

Scope of Services: Ritzel-Mason will complete a SUE investigation in general accordance with ASCE Standard 38-02: Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. Ritzel-Mason will search for the existence and approximate location of subsurface utilities within the project limits except those listed under Exclusions below. The specific work includes:

- A. Records Research through customary means:
 - a. Identify utilities anticipated to exist in the project limits.
 - b. Document responses and compile record information.
- B. Field Investigation using appropriate surface geophysical techniques:
 - a. Documented conductive utilities – designate with the objective of achieving Quality Level B for conductive utilities. Where not possible, lower Quality Levels will be established. Utilities of non-conductive material installed with serviceable tracer wire or tape will be considered conductive. It is important

to note, however, that the depicted location of such utilities represents the tracer rather than the actual utility.

- b. Documented non-conductive utilities – investigate with the objective of achieving Quality Level C. Where not possible, depict at Quality Level D.
 - c. Undocumented utilities – are those utilities that may exist in the project area that have not been previously identified, are not discovered during records research, and for which there is no prior knowledge. Ritzel will use our standard search protocol in an attempt to determine the existence and approximate location of undocumented utilities; however, this work cannot guarantee that all utilities will be found and depicted.
- C. Quality Level exceptions – the following utilities will be investigated with the objective of achieving the specific Quality Level stated:
- a. Gravity sanitary sewers – Quality Level C.
 - b. Non-conductive utilities with ready access allowing sonde, metal tape or detection rod insertion and tracking – Quality Level B.
 - c. Subaqueous crossings – Quality Level D.
- D. Exclusions – the following utilities and/or components will not be investigated:
- a. Storm sewers and drains.
 - b. Utility vault or manhole interiors
 - c. Service lines
 - d. Traffic control loops
 - e. Street light and signage wiring
 - f. Irrigation lines
 - g. Cathodic protection
 - h. Thrust blocks.
 - i. Septic systems.
 - j. Underground storage tanks, piping and wiring.
 - k. Overhead utilities
- E. Vacuum Excavation – Test holes
- a. Ritzel-Mason proposes to use vacuum excavation equipment to perform up to **5 test holes** at locations as directed by the client. Vacuum excavation methods will enable Ritzel-Mason to visualize the utility in question for a high degree of certainty. Ritzel-Mason will make every effort to vacuum excavate to a depth of eight (8) feet using high pressure air methods. However, vacuum excavation will cease when these methods are unable to progress below refusal, such as bedrock or flowable fill. Ritzel-Mason will not employ destructive methods, such as jackhammers or chipping hammers, to break up bedrock or other refusal within a test hole due the high risk of damage to buried utilities and safety risk to employees. Utilities deeper than 8 feet may not be found.
 - b. At the completion of each excavation Ritzel-Mason will place an iron rod and cap or a nail and disk at the test hole location and further identify the test hole location with paint marks on the ground surface. We will backfill with native material and compact the soil in 6"-12" lifts as well as provide a

permanent restoration of the pavement or ground surface within the limits of the original excavation. We will record maximum depth of the test hole as well as vertical depth of any utility encountered. If a utility is encountered, we will also provide utility type, size, shape, material and orientation to the extent we are able to ascertain this information

- c. Ritzel-Mason will notify Sunshine 811 2 full business days in advance of excavation. Ritzel-Mason will mark the conductive utilities by inductive methods utilizing electromagnetic geophysical prospecting equipment. Known non-conductive utilities will be marked utilizing 2-D Radar (GPR).
- d. Due to mobilization costs a minimum of 4 test holes can be requested or mobilization costs will be charged.
- e. Ritzel-Mason cannot provide vacuum excavation in areas where obstructions, such as unmovable vehicles or storage exist.

Survey: Ritzel-Mason will provide a **Specific Purpose Survey** to include the following:

The survey will be exclusively focused on providing utilities found during the utility designating and vacuum excavation processes by Ritzel-Mason. Horizontal coordinates will be based on the North American Datum of 1983 (NAD83), adjustment 2011 based on the Trimble VRS, State Plane Coordinate System Florida East (0901), unless otherwise directed by the Client. Total station methods will be utilized in areas that GPS signals are obstructed. Excavated utilities' vertical data will be based on North American Vertical Datum 1988 (NAVD88), unless otherwise directed by the Client.

Basis and Assumptions: Unless specifically stated otherwise in the Scope of Services, this proposal is conditioned on the following. Differences may result in necessary changes to the proposed scope and fee.

- Ritzel-Mason will have ready access to the project area. Construction or clearing activities required for access to perform field services are not included.
- Standard Maintenance of Traffic (MOT), lane closure and flagman MOT is included. Extraordinary MOT such as crash trucks, off-duty police officer and other efforts deemed atypical are not included.
- Field work can be completed within normally accepted business hours and without the need for overnight or weekend work.
- Possible delays due to weather conditions will be discussed with the client and may affect schedule. Hazardous material, if encountered, will immediately stop work and Ritzel-Mason will not be responsible for any disposal.
- Confined space entry is excluded.
- Entry onto private property beyond incidental, or where prohibited, is not included.
- Entry into buildings is not included.
- Permits are not included but can be requested if needed.

Client Responsibilities:

- Participate in permit applications as needed.
- Provide all available records depicting owned utilities in the project area.
- Assist Ritzel-Mason as able in obtaining records of utilities in the project area owned by others.
- Provide or facilitate access to project area for field investigations.

City of Lake Worth – 18th Avenue S Pump Station

January 25, 2021



Deliverables:

- Paint marks and flags will depict the approximate horizontal position of underground utilities detected
- Test data sheet reports
- DWG and PDF Specific Purpose Survey

Schedule:

We propose to mobilize for this work 5 business days from receipt of this proposal duly signed and barring any unforeseen condition.

Fees:

Utility Designating Services as described above for a lump sum fee of **\$1,290**. Designating will be performed only at the proposed test hole location prior to excavation.

Vacuum Excavation Services as described above for a not-to-exceed fee of **\$1,695** for a maximum of 5 test holes (\$339 each).

Specific Purpose Survey CADD Services as described above for a lump sum fee of **\$590**.

Invoices: All invoices are due and **payable in full 30 days of Chen Moore and Associates receiving payment from their Client**. Surveyor reserves the right to withhold certified prints and files to client or client's consultants until payment is made in full. CAD file (if part of deliverables) will not be released until invoice is paid in full. If payment is not received within 35 days of the invoice date, a late charge may be added to the invoice in an amount not to exceed 1½ percent per month on the outstanding balance. If payment is not received within 60 days of the invoice date, Surveyor may terminate this agreement or suspend work under the agreement until payments have been made in full. The undersigned agrees to pay reasonable attorney fees up to 50% and all costs and expenses incurred by Ritzel-Mason in the collection of any past due obligation of the undersigned pursuant hereto.

Basis: The fees listed above are based on Ritzel-Mason's crews being able to work during the hours of 7:00am to 6:00pm and being granted access to the site. Nighttime or weekend work may incur additional fees. Nighttime work shall be any time outside of regular work hours being 7:00am to 6:00pm. Ritzel-Mason is equipped to supply minor MOT services. The client will be responsible for providing major MOT assistance, such as lane or runway closures. Ritzel-Mason's field crews and equipment are not equipped or prepared to work in any area that possibly are, or may have been, contaminated with hazardous materials at any time. Any fee or permit requested in order to perform the work will be submitted to the client at cost.

City of Lake Worth – 18th Avenue S Pump Station
 January 25, 2021

Again, we appreciate the opportunity to provide our surveying services for Chen Moore and Associates. Please call me directly at 786.472.0358, if you have any questions or comments. We look forward to beginning work on this project upon receiving your authorization to proceed.

Sincerely,



Dennis Ritzel, PSM
 Director of Business Operations
 786.472.0358

Email: dennis@ritzel-mason.com

Date Accepted:	
Company:	
Signature:	
Title:	

Exhibit



January 28, 2021

David Cowan Jr., P.E., LEED A.P.
Senior Engineer
Chen Moore and Associates
500 Australian Ave. S., Suite 850
(Via email: dcowan@chenmoore.com)

**Re: Professional Surveying Services
City of Lake Worth 18th Ave S - Pump Station
Lake Worth, Florida
Engenuity Group Project No. 21010.01**

Dear Mr. Cowan:

We are pleased to offer this proposal to render Professional Surveying services in connection with the above referenced project (hereinafter called the 'Project').

Engenuity Group, Inc. will prepare a Topographic Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, of site as shown on the attached graphic in **red** which was provided by your office. The survey will extend easterly to the headwall as outlined in **blue** on the second graphic.

See the attached **Designated Scope of Services** for a list of items to be included on the Survey.

Total Fee: \$3,115.00

The final deliverable will be four (4) signed and sealed copies of the Topographic Survey which can be provided within thirty (30) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received

within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

Sincerely,



Jennifer Malin, P. E.
Director of Surveying

Approved by,



Andre Rayman, P.S.M.
President

Authorization: Professional Surveying Services
City of Lake Worth 18th Ave S - Pump Station
Lake Worth, Florida
Engenuity Group Project No. 21010.01

By: _____ **Date:** _____
(Name & Title)

For: _____
(Name of Company)

Contract Amount: \$3,115.00

I am ___ I am not ___ The Owner of the Property

The Property Owner Is: _____

Address: _____

Email: _____

Telephone: _____

Fax: _____

DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC SURVEY

NAME: City of Lake Worth 18th Ave S - Pump Station

ENGENUITY PROJECT NO. 21010.01

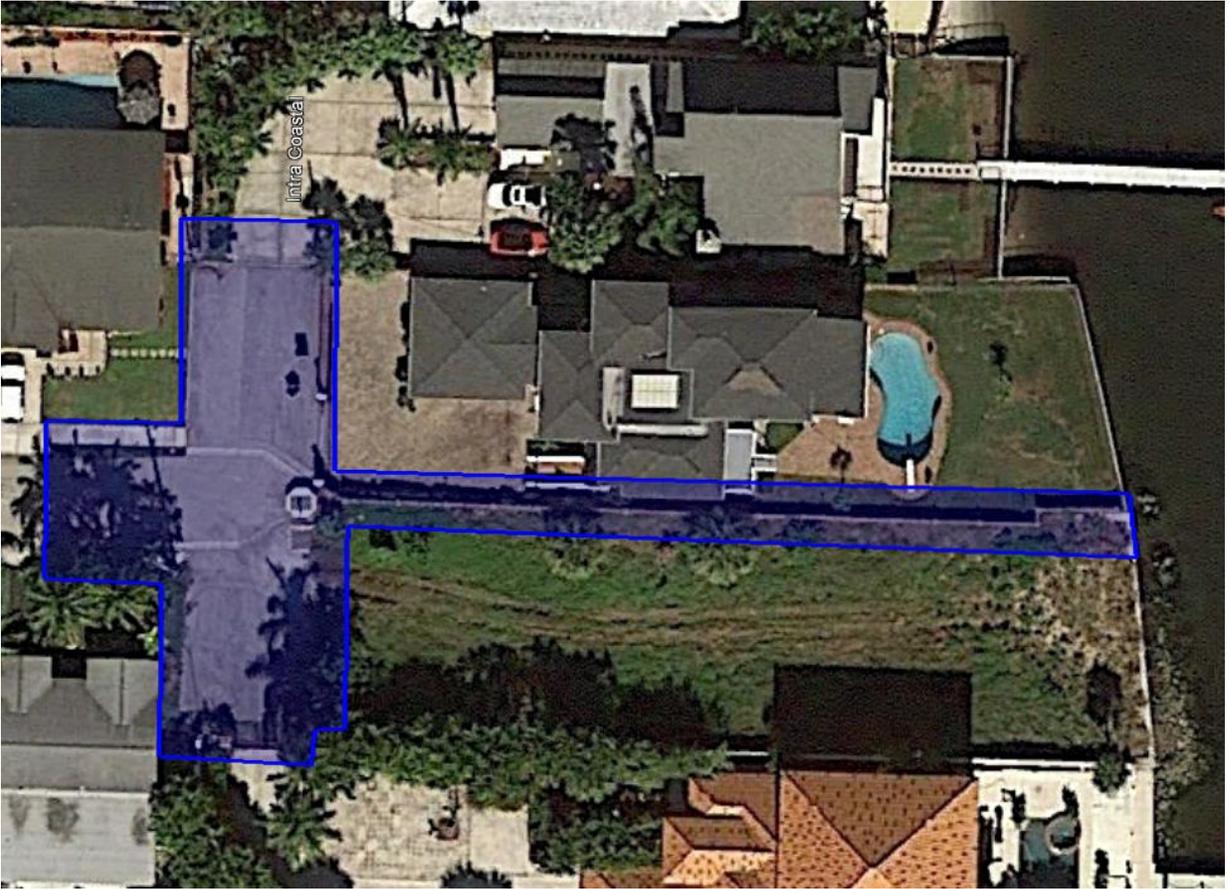
DATE: 1/28/2021

TASK:	Included in Contract (Yes/No)
Topographical Survey	
Minimum of two permanent benchmarks on site; description and elevation to nearest .01'.	Yes
Contours at 1 foot intervals; error shall not exceed one half contour interval.	No
Spot elevation at each intersection of a 50foot square grid covering the property.	Yes
Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving.	Yes
Plotted location of structures, man-made (e.g., paved areas) and natural features.	Yes
Location of water mains, and other utilities on the property based on as-built information supplied by utility companies and as marked in the field.	No
Location of fire hydrants available to the property.	Yes
Location and characteristics of power and communications systems above grade.	Yes
Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.	Yes
Name of the operating authority of each utility.	No
Elevation of water in any excavation, well or nearby body of water.	Yes
Extent of watershed onto the property.	No
Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms.	Yes
Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side.	No
Perimeter outline only of thickly wooded areas unless otherwise directed.	Yes
Confirm soil boring location(s).	No
Other (specify): 1. Datum will be National American Vertical Datum 1988 (NAVD 88) 2. The storm utility easement as recorded in ORB 2518, page 329 will be depicted on the survey.	

Graphic



Graphic



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: March 25, 2021

DEPARTMENT: Public Works

TITLE:

Temporary Downtown Sidewalk Cafe Guidelines

SUMMARY:

Amid the global pandemic in 2020, many businesses were forced to close their doors in the interest of public safety. Once restaurants were allowed to reopen at reduced capacity, the City made the decision to allow dining areas to expand in to the right-of-way. This program only consists of the north/south roadways between Dixie Hwy and Federal, as Lake Ave and Lucerne Ave are owned by FDOT.

BACKGROUND AND JUSTIFICATION:

In 2020, COVID-19 decimated local economies. Once the Governor issued an Executive Order allowing restaurants to reopen at 50% capacity, the City began looking in to options to help where possible. The initial intent was to help local restaurants maintain social distance per CDC guidelines by allowing their tables to expand into the City right-of-way. Temporary Outdoor Dining Guidelines and a modified Sidewalk Cafe Permit were established to begin this process.

As the months roll on and we continue to progress through different phases of this pandemic, needs/wants continue to change as well. Because of these changes, there is now a need to modify the existing Temporary Outdoor Dining Guidelines and Permit. Examples of items that need to be addressed / clarified and staff recommendations are as follows:

- Temporary use of parking spaces in the City right-of-way for outdoor dining. Excluding retail and those not food/beverage related, businesses downtown fall in to the following categories:
 - A. Restaurant
 - B. Restaurant w/ Bar
 - C. Bar
 - D. Nightclub
 - E. Café/Coffee Shop

While there have been multiple requests for outdoor seating from businesses falling in to every category above, the initial intent when the program began was for A and B only. Due to current downtown parking constraints, staff recommends continuation of this practice to allow use of parking spaces in the City right-of-way for outdoor dining solely for A and B.

- Maximum parking spaces allowed (both angled and parallel). While originally based on business frontage, due to current downtown parking constraints staff recommends two (2) parking spaces per business.
- Defined timeframe for this temporary use of City right-of-way. Given the current stage of the pandemic, staff recommends suspension of this temporary program on May 31st, 2021. Should the program extend beyond this date, a square footage cost should be implemented just as with a standard Sidewalk Café Permit.

MOTION:

Move to approve/disapprove staff recommendations for the temporary downtown sidewalk café guidelines.

ATTACHMENT(S):

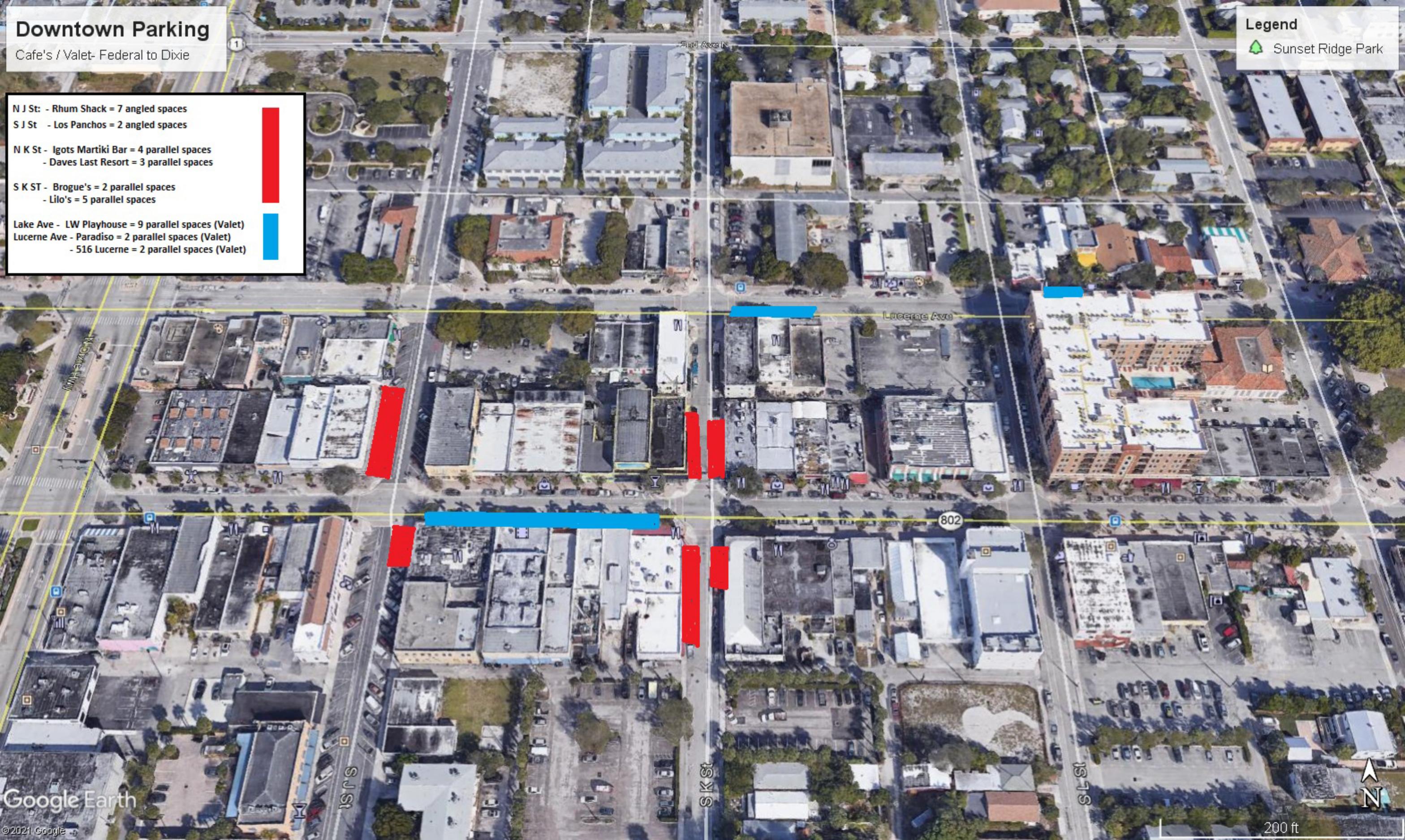
Fiscal Impact Analysis – N/A

Downtown Parking

Cafe's / Valet- Federal to Dixie

Legend
🌳 Sunset Ridge Park

- N J St - Rhum Shack = 7 angled spaces
- S J St - Los Panchos = 2 angled spaces
- N K St - Igots Martiki Bar = 4 parallel spaces
- Daves Last Resort = 3 parallel spaces
- S K ST - Brogue's = 2 parallel spaces
- Lilo's = 5 parallel spaces
- Lake Ave - LW Playhouse = 9 parallel spaces (Valet)
- Lucerne Ave - Paradiso = 2 parallel spaces (Valet)
- 516 Lucerne = 2 parallel spaces (Valet)





Sidewalk Café Temporary Outdoor Dining Guidelines

In concert with the Governor's Executive Order, the City of Lake Worth Beach has created a temporary outdoor seating program to ensure businesses have the greatest ability to operate successfully during the COVID-19 economic recovery.

The Temporary Outdoor Dining Program includes leveraging available public right of way space to be used as expanded areas for restaurant activity while maintaining public safety requirements.

The program will temporarily allow restaurants and businesses to expand their business footprint into the city-owned public rights-of-way without meeting certain City code and permit requirements. Restaurants with direct access to city-owned rights-of-way may utilize these areas for outdoor dining, in accordance with the safety guidelines outlined in this document.

To ensure the public safety, the following requirements will be applicable to all restaurants in the City of Lake Worth Beach utilizing the temporary outdoor dining program:

- Restaurant businesses shall follow the CDC guidelines.
- Restaurants and businesses utilizing the Program will be provided a defined area of the right of way to use for outdoor seating. Low profile water barriers will be utilized along roads of right of way to protect the Dining areas from vehicular traffic. These barriers will be provided by the City. Additional decorative vinyl 4' tall fencing will be required directly behind the barriers and will be provided by the City of Lake Worth Beach, and maintained by the Business.
- All outdoor seating water barriers, 4' vinyl fencing, tables, chairs, and other related items must be maintained on a regular basis in adherence with the Sidewalk Café Permit requirements. Damages to City property will be the responsibility of the Business to replace at their expense.

- City provided low profile water barriers shall not be moved, relocated, or displaced without prior authorization from the City.
- All outdoor seating must be spaced at least six feet apart.
- All restaurants are encouraged to avoid gathering of groups of people who are waiting to be seated.
- There shall be no gathering of groups of people standing and drinking beverages. The temporary outdoor dining areas shall be for seating patrons only.
- Restaurant business shall designate a waiting area for order pick up with clearly designated spaces meeting social distancing guidelines.
- Facial coverings must be worn by all staff members.
- It is strongly encouraged to test your workforce for COVID -19.
- City's noise regulations are still in effect and will be enforced for the temporary outdoor dining.

Sidewalks

- A clear pedestrian path of at least six feet shall be maintained to allow the public to circulate.
- Access to public utilities, building entrances, crosswalks, bus stops shall be maintained.
- Temporary outdoor dining may be extended beyond the immediate frontage of the business. Adjacent businesses are strongly encouraged to coordinate.
- A minimum clearance of 3 feet shall be maintained around fire hydrants and Fire Department Connections.
- No barrier shall be permitted around the perimeter of an area occupied by tables and chairs which would have the effect of obstructing the pedestrian path.
- Additional lighting shall be limited to battery operated light set at the tables. Extension cords will not be permitted.
- No heating, cooking or open flames are permitted.
- No food preparation, food storage or refrigeration apparatus shall be allowed on the public right of way.
- Umbrellas shall be secured by bases and able to withstand or be removed during inclement weather.
- Umbrellas shall be fire-retardant, pressure-treated or manufactured of fire resistant material. No portion of an umbrella shall be less than 7 feet above the sidewalk.

On-Street Parking (Parklets)

- The temporary outdoor dining area shall not block the vehicular traffic.
- A temporary water filled low profile barrier (provided by City) shall be installed along the travel lanes and the adjacent on-street parking spaces. Barrier shall be installed 2 feet from the edge of the adjacent travel lane and adjacent to on-street parking, if any.
- A 4' tall vinyl white picket fence (provided by the City) shall be installed directly inside of the low profile water barrier. Fence shall be placed on feet and shall abut barrier.
- Additional lighting shall be limited to battery operated light set at the tables. Extension cords will not be permitted.
- No heating, cooking or open flames are permitted.
- No food preparation, food storage or refrigeration apparatus shall be allowed on the public right of way.
- Umbrellas shall be fire-retardant, pressure-treated or manufactured of fire resistant material. No portion of an umbrella shall be less than 6'-8" above the sidewalk.
- ADA on-street parking spaces cannot be utilized for parklets.
- Parklet areas must be maintained regularly and kept free from litter, food waste, and other contaminants.

Canopy / Tent Structures

- The maximum size of tents that may be placed within sidewalks, parking spaces or pedestrian zones will be 10-foot by 10-foot.
- No staking of tents is permitted in public rights of way.
- All tent legs must be weighted. Each leg must have a minimum of 25 lbs weights. Weights must be on the ground and not free hanging.
- Weights must be securely attached to canopy roof and canopy leg separately. Ropes and straps should be high quality. Bungee or rubber straps are prohibited.
- Weights and lines must not pose a hazard and be clearly visible.
- Heaters of any kind shall not be used under tents or umbrellas. Smoking is prohibited under tents and shade structures.
- Tents must not have closed walls in place while open to the public, and all sides should be open for air flow.
- Umbrellas shall be secured by bases and able to withstand or be removed during inclement weather.



Restaurants interested in utilizing the Temporary outdoor dining program shall obtain a “Sidewalk Café Permit” from the Public Works Department by filling out the application attached to these guidelines and submitting it to the City for approval.

- The complete application can be submitted in the mailbox located at the Public Works Administration Division at 1749 3rd Ave South, or by email to flofaso@lakeworthbeachfl.gov. Please put “Sidewalk Café Temporary Outdoor Dining” in the subject line.
- All fees associated with this permit are being temporarily waived until further notice.
- Failure to comply with these Guidelines and Sidewalk Café Permit requirements may result in removal of the Temporary Outdoor Dining Sidewalk Café.
- All provided 4’ vinyl fencing shall be maintained in an orderly and neat manner. Any damages, vandalism, or theft of these items shall be the sole responsibility of the business to replace in kind.

Thank you,

City of Lake Worth Beach





PUBLIC WORKS DEPARTMENT ADMINISTRATION DIVISION

1749 3rd Ave South · Lake Worth Beach, Florida 33460 · Phone: 561-586-1720

Temporary Outdoor Dining Area - Permit Instructions

PURPOSE

The City of Lake Worth Beach, Florida has established a permit application and maintenance procedures for businesses desiring the addition of a Temporary Outdoor Dining space.

APPLICABILITY

This applies to every restaurant owner applying for or maintaining a temporary outdoor dining area in the City of Lake Worth Beach, FL.

CONTENTS

1. Application Instructions
2. Application
3. Submission Requirements
4. Indemnification
5. Statement of Acknowledgement
6. Temporary Outdoor Dining Area Map

INSTRUCTIONS

These applications require mutual approval from the property and business owner and require the business to comply with all applicable Federal, State, and Local laws and/or regulations. Specifically the Americans with Disabilities Act (ADA) and the City's Code of Ordinances.

In cases where sidewalk space or on-street parking is limited, the City may not approve a Temporary Outdoor Dining Area permit or restrict sidewalk furniture to areas that do not violate ADA and City requirements. Each permit application shall be accompanied with an accurate map of all sidewalk furnishings with distance measurements from the curb indicating where (all) furniture items will be positioned for the duration of the permit. Furniture relocation permits must be submitted in writing and reapproved by the city. Once approved, citations may be issued if dining spaces have been found in violation of regulations.

In all cases, appropriate coverage and proof of insurance in the form of a Certificate of Insurance (COI) with proper endorsements must be submitted initially and annually thereafter for the duration of the permit.



POINT OF CONTACTS

The Public Works Department is responsible for providing public access to and storing application instructions and completed permits.

The Public Works Department is responsible for all Temporary Outdoor Dining Area Permits, their content, completion, and accuracy.

Community Code Division is responsible for occasional audit of all issued Permits and assessment of fines for violations.

Risk Management shall be provided a Certificates of Insurance (COI) annually. The COI shall indemnify the City of Lake Worth Beach. Email or Mail to HR/Risk Management in City Hall at the address below.

City of Lake Worth Beach
Attn: HR/Risk Management
7 N. Dixie Hwy
Lake Worth, FL 33460





**CITY OF LAKE WORTH BEACH
TEMPORARY OUTDOOR DINING AREA
PERMIT APPLICATION**

**CITY OF LAKE WORTH BEACH
PUBLIC WORKS DEPARTMENT
1749 3rd AVE SOUTH
LAKE WORTH BEACH, FLORIDA 33460
(561) 586-1720 PHONE**

APPLICATION FEE – FEES CURRENTLY WAIVED

PERMIT NO. _____

INSTRUCTONS: Please complete and return this application as per **City Ordinance 2013-43** and submit for intake to the Public Works Department - Administration Division at 1749 3rd Avenue South, Lake Worth Beach, FL 33460. All information fields must be completed and all application and administrative documents provided before this application can be processed. Requests are not accepted until the application has been reviewed for completeness and all application criteria have been met.

APPLICATION PROCESS

(PLEASE READ CAREFULLY)

In order to obtain a Temporary Outdoor Dining Area Permit, this application must be completed, signed and the required documents must be submitted to the Administration Division of the Public Works Department.

<input type="checkbox"/>	1) A copy of a valid City of Lake Worth Beach business tax receipt for the business entity requesting the Temporary Outdoor Dining Area permit to operate the bar/restaurant that is adjacent to the proposed Outdoor Dining Area. [MANDATORY]
<input type="checkbox"/>	2) A copy of a valid City of Lake Worth Beach Use and Occupancy Certificate for the building where the business requesting the Temporary Outdoor Dining Area permit will be located. [MANDATORY]
<input type="checkbox"/>	3) A copy of your valid Certificate of Insurance (naming the City of Lake Worth Beach as additional insureds) with the following coverage, limits, and requirements: [MANDATORY] Applicant shall furnish and maintain public liability, food products liability, liquor liability, and property damage insurance for all claims and damage to property or bodily injury, including death, which may arise from operations under the business tax receipt or in connection therewith. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00) for bodily injury or death to any one (1) person or any number of persons in any one (1) occurrence and property damage, respectively, per occurrence, or a combined coverage of not less than two million dollars (\$2,000,000.00).
<input type="checkbox"/>	4) Photographs, drawings, or manufacturers' brochures, fully describing the appearance, and physical features of all Outdoor Dining components or other objects relating to the area. [MANDATORY]

ONE (1) COPY OF THE APPROVED PLANS MUST BE STORED ON-SITE AND MADE AVAILABLE TO CITY UPON REQUEST. THE APPLICATION IS NOT APPROVED UNTIL THE **PUBLIC WORKS DEPARTMENT** ISSUES THE TEMPORARY OUTDOOR DINING AREA PERMIT. **PLEASE DO NOT BEGIN OPERATION OF A TEMPORARY OUTDOOR DINING AREA UNTIL A PERMIT HAS BEEN ISSUED OR IT WILL BE DEEMED A VIOLATION OF THE CITY CODE.**

1. GENERAL INFORMATION

Business Name:	
Applicant's Name / Title (if applicable):	
Business Address:	
Applicant Telephone No(s):	Applicant E Mail:
Are you the owner of the real property on which the Applicant Business is located? <input type="checkbox"/> Yes <input type="checkbox"/> No	
*Property Owner's Name for property on which the Temporary Outdoor Dining Area will be located (if different from the Applicant)	

Application is hereby made for the Temporary Outdoor Dining Area permit described hereon. The undersigned has reviewed this application and all information contained herein is true and correct. I understand that this is an application only and submission thereof does not authorize me to begin operation of the Outdoor Dining Area. I may begin operation only after a permit has been issued. I understand that the application and attachments become part of the Official Records of the Public Works Department and are not returnable. Any questions regarding this process shall be directed to the Public Works Department. I have read "City Code Chapter 19, Article IV, Sidewalk Cafes" and understand the regulations pertaining to sidewalk cafes.

Applicant's Signature _____ Date _____

Applicant's Printed Name _____

OFFICE USE ONLY

Total Square Feet _____

Alcohol License _____

DATE OF INTAKE	
APPLICATION COMPLETE?	<input type="checkbox"/> Yes <input type="checkbox"/> No
CITY LICENSES CURRENT?	<input type="checkbox"/> Yes <input type="checkbox"/> No
REVIEW	APPROVED
PUBLIC WORKS	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
PLANNING/ZONING	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
FIRE	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
POLICE	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
RISK MGMT.	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
OTHER DEPARTMENTS:	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
Certificate of Use <input type="checkbox"/> Yes <input type="checkbox"/> No	
DATE OF FINAL APPROVED BY PUBLIC WORKS DEPARTMENT:	
APPROVING EMPLOYEE:	

**PUBLIC WORKS DEPARTMENT
ADMINISTRATION DIVISION**

1749 3rd Avenue South · Lake Worth Beach, Florida 33460 · Phone: 561-586-1720

**Acknowledgment of Rules and Regulations for
Temporary Outdoor Dining Area and Maintenance Plan**

I, _____ acknowledge that I have thoroughly read and understand the rules and regulations contained herein which I received a copy of with my application for a Temporary Outdoor Dining Area permit. I further understand that failure to follow and obey said regulations will result in revocation of my permit to operate a Temporary Outdoor Dining Area.

I propose the following maintenance plan and schedule:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Applicant Signature

BEFORE ME, personally came and appeared _____,
Who is personally known to me or produced identification in the form of a _____
and who executed the forgoing instrument, and acknowledged before me
that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this _____ day of _____ 20_____.

Notary Public

Printed Name

**PUBLIC WORKS DEPARTMENT
ADMINISTRATION DIVISION**

1749 3rd Avenue South · Lake Worth Beach, Florida 33460 · Phone: 561-586-1720

Indemnification

In consideration of the issuance of a Temporary Outdoor Dining Area permit located at _____

under Business Tax Receipt number _____

I agree to indemnify, defend and hold harmless the City of Lake Worth Beach, its officers, agents and employees from and against any and all liabilities, damages, claims, costs or expense whatsoever including reasonable attorney's fees and court costs at trial and all appellate levels arising from or connected in any way with the use of the roadway and/or sidewalk, this agreement or any activity carried on under the terms of the Temporary Outdoor Dining Area permit granted to me.

Applicant Signature

(STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, personally came and appeared _____,
Who is personally known to me or produced identification in the form of a _____
and who executed the forgoing instrument, and acknowledged before me
that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this _____ day of _____ 20_____.

Notary Public

Printed Name



**PUBLIC WORKS DEPARTMENT
ADMINISTRATION DIVISION**

1749 3rd Ave South · Lake Worth Beach, Florida 33460 · Phone: 561-586-1720

Temporary Outdoor Dining Area Map

This page shall contain a professionally created map of the proposed Outdoor Dining Area including all tables, chairs, furniture, planters, and other items to be maintained as part of the area. Submit attachments to this page if necessary.



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: March 25, 2021

DEPARTMENT: Leisure Services

TITLE:

First amendment to parking enforcement solutions equipment and related services agreement with IPS Group, Inc.

SUMMARY:

First amendment to parking enforcement solutions equipment and related services agreement.

BACKGROUND AND JUSTIFICATION:

On April 17, 2018, the City entered into the parking enforcement solutions equipment and related services agreement with the IPS Group, Inc. utilizing the National Cooperative Purchasing Alliance.

This agreement with the IPS Group, Inc. provided the city with software and equipment to enforce parking with mobile enforcement handheld devices. The agreement included a web-based system and operating system software known as the IPS Data Management System. This system includes the data management system, credit/debit card gateway and related support.

The National Cooperative Purchasing Alliance (NCPA) has exercised its option to renew its contract with the Vendor (IPS Group, Inc.) and has extended the term of their contract through December 31, 2023.

The City and the IPS Group, Inc. wish to exercise the extensions under the Agreement to extend the term to June 29, 2023.

The FY2021 contractual parking budget is \$88,000. Additional funding of \$30,000 is required to be appropriated from current revenues to accommodate the existing IPS contracts for meters and handheld device contracts. The amended FY 2021 budget after the additional appropriation will be \$118,000.00.

MOTION:

Move to approve/disapprove the budget amendment for \$30,000 and the first amendment to parking enforcement solutions equipment and related services agreement with IPS Group, Inc.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	123,400	121,000	122,000	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	0	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 #	FY21 Budget	Current Balance	Agenda Expenditure	Balance
140-8050-579.34-50	Beach Parking/ Contractual Services	N/A	\$88,000	\$17,115	\$87,700	\$47,115.12

**FIRST AMENDMENT TO PARKING ENFORCEMENT SOLUTIONS EQUIPMENT AND
RELATED SERVICES AGREEMENT**

THIS FIRST AMENDMENT (“Amendment”) to the Parking Enforcement Solutions Equipment and Related Services Agreement is made as of _____, by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida (“CITY”) and **IPS GROUP, INC.**, a Pennsylvania corporation authorized to do business in the State of Florida (“VENDOR”).

WHEREAS, on April 17, 2018, the CITY entered into the Parking Enforcement Solutions Equipment and Related Services Agreement (“Agreement”) with the VENDOR utilizing the existing contract prices, terms and conditions provided in the VENDOR’s contract with the National Cooperative Purchasing Alliance (“NCPA”); and

WHEREAS, the NCPA has exercised its option to renew its contract with the VENDOR and has extended the term of their contract through December 31, 2023; and

WHEREAS, the CITY and the VENDOR wish to exercise the extensions under the Agreement to extend the term to June 29, 2023; and,

WHEREAS, the CITY finds amending the Agreement as set forth herein serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the VENDOR agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term of Agreement.** The CITY and VENDOR agree that the term of their Agreement is hereby extended to June 29, 2023.
3. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the VENDOR shall:
 - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
 - c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
 - d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - e. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,
 - f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the VENDOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

4. **Scrutinized Companies.**

- a. VENDOR 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 VENDOR or any of its subcontractors are found to have submitted a false certification; or if the VENDOR 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 VENDOR 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 VENDOR, or any of its subcontractors are found to have submitted a false certification; or if the VENDOR 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 VENDOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. The VENDOR 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 VENDOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the VENDOR 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.

5. **Entire Agreement.** The CITY and the VENDOR agree that the Agreement and this Amendment 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 or this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Except as modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

6. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile or email and such signature is as valid as the original signature of such party.

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

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Parking Enforcement Solutions Equipment and Related Services Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

VENDOR:

IPS GROUP, INC.

By: Brian Webber

[Corporate Seal]

Print Name: BRIAN WEBBER

Title: GENERAL COUNSEL

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or
• online notarization on this ____ day of _____ 2021 by _____, as the
_____ [title] of IPS Group, Inc., a Corporation authorized to do business in the
State of Florida, who is personally known to me or who has produced _____ as
identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument
and bind the VENDOR to the same.

Notary Seal:

Notary Public Signature

See Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of San Diego)

On 2-23-21 before me, Mary Hill, Notary Public
(Here insert name and title of the officer)

personally appeared Bruan W. Webber

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Mary Hill

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____ containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s) _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)
- _____

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: March 25, 2021

DEPARTMENT: Public Works

TITLE:

Agreement with Oracle Elevator for the repairs and upgrades to the PBSO Building elevator

SUMMARY:

The Agreement with Oracle Elevator authorizes the vendor to construct elevator upgrades and repairs to the PBSO Building at a cost not to exceed \$117,182.44.

BACKGROUND AND JUSTIFICATION:

The existing elevator located at 120 North G Street, which serves as the District 14 Offices for the Palm Beach County Sheriff's Office, is in need of major upgrades, repairs and modernization to meet current codes and safety standards. The existing elevator's hydraulic, mechanical and electrical components have continually failed on numerous occasions leaving users trapped in the elevator. The age of the existing elevator has prohibited the City from performing various upgrades due to the unavailability of parts and changing building codes.

The City advertised a public bid for the Elevator Upgrades and Repairs and received no respondents. In accordance with the City Purchasing Code, staff contacted multiple vendors after the bid close to discuss the lack of response to the bid. Oracle Elevator was responsive and interested in still providing a proposal, however other vendors contacted were not interested and declined to provide a proposal.

The City received a single proposal from Oracle Elevator at a cost not to exceed \$117,182.44 which will consist of the following scope of work: complete modernization of the elevator along with machine room work and cab interior work. Once work is completed, the elevator will function as intended and meet all Elevator and Building Codes. The project is being funded by sales tax monies collected by the City.

MOTION:

Move to approve/disapprove the Agreement with Oracle Elevator at a cost not to exceed \$117,182.44.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement – Oracle Elevator

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	117,182.44	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	117,182.44	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
301-3010-521-63-00	Improve other than build	TBD	150,000.00	150,000.00	117,182.44	32,817.56

**CONSTRUCTION CONTRACT FOR
Public Safety Complex Elevator replacement**

THIS CONSTRUCTION CONTRACT (“Contract”) is dated on the _____, by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”) and **ORACLE ELEVATOR HOLDCO, INC.**, a corporation authorized to do business in the State of Florida (“Contractor”).

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 Information for Bid for the Public Safety Complex Elevator replacement (“IFB”), which IFB is not attached but incorporated by the reference into this Contract; and

WHEREAS, the City received no timely or responsive submissions in response to the IFB and subsequently canceled the IFB; and

WHEREAS, in accordance with the City’s Procurement Code and Policy, the City approached the market directly for bids to replace the elevator, including approaching the two (2) plan holders who did site visits but did not submit a bid in response to the IFB; and

WHEREAS, the City received a bid from Contractor, who was one of the original plan holders, that meets the City’s requirements and standard specification to replace the elevator; and

WHEREAS, the City desires to accept the Contractor’s bid in order for Contractor to replace the elevator pursuant to the terms and conditions of this Contract; and

WHEREAS, as there were no responses to the IFB, the City may utilize the waiver process in accordance to the City’s Procurement Code, section 2-112 (g); and

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

WHEREAS, the City finds entering this Contract with 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. RECITALS AND WORK.

1.1 The Recitals set forth above are incorporated into this Contract as true and correct statements and incorporated herein as if set forth in the body of this Contract.

1.2 Contractor shall complete all Work as specified and indicated in the Contract Documents, as defined below and as set forth in **Exhibit “A”**. The Work is generally described as Public Safety Complex Elevator Replacement (“Project”).

ARTICLE 2. CONTRACT TIME.

2.1 The Work will be substantially completed within **180 calendar** 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 **210 calendar** 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 **One Hundred Seventeen Thousand, One Hundred Eighty- Two and 44/100 Dollars (\$117,182.44)**, 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 ("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 Prior to commencing any services, Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile liability policies will name the City as an additional insured on a primary, non-contributing basis, and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

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 "B"** 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 (through its City Manager or designee) 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 reasonable 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 |

Fourth Priority: Remainder of the IFB
Fifth 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 and 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 the remaining approved goods and/or services but the terms of such purchase order shall not apply; the Contract Documents shall control.

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:

Oracle Elevator Holdco, Inc.
8800 Grand Oak Circle, Suite 550
Tampa, FL 33637

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.

10. *E-Verify*: Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and Contractor have caused this Construction Contract for the Public Safety Complex Elevator Replacement to be executed the day and year shown below.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Betty Resch, 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: **ORACLE ELEVATOR HOLDCO, INC.**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____ 2021, by _____, as the _____ [title] of ORACLE ELEVATOR HOLDCO, INC., an Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

Exhibit “A”
Scope of Work

The City has identified the following scope of work to be completed by the Contractor:

1. Contractor shall thoroughly inspect and familiarize itself with the existing elevator, control systems, hydraulics, electrical supply, cab, structural components, conduits, piping, safety mechanisms and all other related elevator appurtenances.
2. The Contractor shall provide the project plan to the City for the approval within seven (7) days after the Contract signature. The Contractor shall meet all applicable milestones as provided for in the plan.
3. Contractor shall prepare necessary documents (shop drawings, engineering design, construction drawings, etc.) to submit for permitting to the City, State and other applicable agencies. All engineering and construction documents to meet the latest building codes and standards for elevators.
4. Contractor shall submit to the City’s Building Department and apply for necessary permits to authorize and permit work. Permit fees to be paid for by contractor and included in cost proposal.
5. Prior to demolition of the existing elevator and related components, the contractor shall furnish a plan to the City stating the means and methods of complying with ADA as the elevator is out of service.
6. The Contractor shall demolish the existing elevator and all related appurtenances and legally dispose of all materials. The contractor shall submit a demolition plan reviewing the means and methods on the demolition process for prior approval by the City.
7. The Contractor shall furnish and install a complete new elevator system inclusive of the following, but not limited to as determined by the inspection process:
 - a. New lifting mechanism
 - b. New cab
 - c. Mechanical, Electrical and Hydraulic System
 - d. Necessary coring, sawcutting, or otherwise drilling to run conduits, piping, ducts, etc. Restoration of any concrete surfaces shall be included.
 - e. Battery backup
 - f. Design, Engineering, Permitting, Inspections
 - g. HVAC work as required
 - h. Low voltage work as required
 - i. Necessary carpentry work including paint, flooring, fixtures, plumbing
 - j. All startup testing and systems testing
 - k. Minimum 12 month warranty on parts and labor from date of project acceptance
 - l. 60 month inspection / service plan
 - m. Elevator finishes to match existing building style / color and be of a “standard” grade finish.
 - n. All work to be substantially completed within 150 calendar days, and final completion within 180 calendar days. Contractor shall submit a schedule with their proposal.
 - o. All work staff shall be screened and meet the requirements of the PBSO background check in order to work in the Facility.
 - p. The contractor will be furnished non-secure outdoor storage in the parking lot.
 - q. All work shall be in compliance with all applicable OSHA safety standards

Exhibit "B"

**CITY OF LAKE WORTH BEACH
PAYMENT AND PERFORMANCE BOND
(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)**

Surety Bond No. _____

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Name:
Principal Business Address:

Telephone Number:

SURETY:

Name:
Principal Business Address

Telephone Number:

OWNER:

City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460
(561) 586-1600

CONTRACT:

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. _____ with the City for the project titled " _____ " (the "Contract"), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the "Contract Documents") is by reference made a part hereof for the purposes of explaining this bond.
2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.
3. THE CONDITION OF THIS BOND is that if Principal:
 - a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and
 - b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this _____ day of _____, 2021.

Witness

Principal

Title

(Corporate Seal)

Witness

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: March 25, 2021

DEPARTMENT: Finance

TITLE:

Resolution 10-2021 -- to approve the CRA refinance of loans with PNC Bank for property acquisition

SUMMARY:

The refinancing of debt will save the CRA approximately \$50,000. and pay back all debt one year earlier.

BACKGROUND AND JUSTIFICATION:

In February of 2020, the CRA Board approved the refinancing of two CRA debentures. The money was borrowed to allow for the acquisition and assemblage of properties in the District. By refinancing the current debt and combining the three debentures

(two prior debentures and one approved in 2020) the CRA will save approximately \$50,000. And will pay back all the debt one year earlier than expected. The CRA approved this at the meeting held on March 16, 2021

MOTION:

Move to approve/disapprove Resolution 10 -2021 to approve the CRA refinance of loans with PNC Bank for property acquisition.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
CRA Memo
CRA Resolution
Resolution 10-2021



LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY

1121 Lucerne Avenue | Lake Worth Beach, Florida 33460-3346 | T: 561-493-2550

www.lakeworthcra.org

MEMORANDUM

TO: CRA Chair, Vice Chair and Members of the CRA Board

FROM: Joan C. Oliva, Executive Director

DATE: March 16, 2021

SUBJECT: Re-finance of Loans with PNC Bank for Property Acquisition

EXPLANATION

In February of 2020, the CRA Board approved the refinancing of two CRA debentures. The purpose of the refinancing was for the CRA to save money on interest due to favorable rates. The money was borrowed to allow for the acquisition and assemblage of properties in the District. By refinancing our current debt and combining the three debentures (two prior debentures and one approved in 2020), the CRA will save approximately \$50K and pay back all the debt one year earlier than expected (2027 versus 2028). Back up regarding this modification is included for Board review as Exhibit "A." A Resolution, Exhibit "B," is also attached for the Boards approval and execution.

RECOMMENDATION

Staff recommends the Board approve Resolution 21-02 allowing the refinancing of the Lake Worth Beach CRA's debentures and authorize the Chair, Vice Chair and/or Executive Director to sign needed documents.

PNC BANK, NATIONAL ASSOCIATION

Preliminary Summary of Terms and Conditions for Loan Facilities
City of Lake Worth Beach Community Redevelopment Agency

March 3, 2021

BANK QUALIFIED TAX-EXEMPT OR TAXABLE BANK TERM LOAN

This Term Sheet is not a commitment or an offer to lend and does not create any obligation on the part of the Bank or any affiliate thereof. Neither the Bank nor any affiliate thereof will be deemed to have extended any commitment to the Borrower unless and until a formal commitment letter is issued and has been executed, delivered and accepted. This outline is only a brief description of the principal terms of suggested loan facilities and is intended for discussion purposes only.

This Term Sheet is delivered to you on the understanding that any of the terms of substance hereunder shall not be disclosed, directly or indirectly, to any other person except your officers, agents and advisors who are directly involved in the consideration of this matter unless required to do so by applicable law or prior written consent has been given by the Bank.

The indicative pricing provided herein is for discussion purposes only, is as of the date of this non-binding proposal and is subject to change daily between now through acceptance and date of close given the extraordinary and rapidly evolving market conditions.

I. PARTIES

BORROWER / ISSUER: Lake Worth Beach Community Redevelopment Agency (the "*Borrower*", "CRA" or "Issuer")

LENDER: PNC Bank, National Association (the "*Bank*").

PRIMARY CONTACT:
Nick Ayotte
Relationship Manager, Vice President
16740 San Carlos Boulevard
Fort Myers, FL 33908
(p) 239-437-3736 (f) 239-433-0359
nicholas.ayotte@pnc.com

II. CREDIT FACILITY, SECURITY AND FINANCING DOCUMENTS

CREDIT FACILITY: PNC will provide a tax-exempt Bank Qualified ("BQ") or taxable fixed rate term loan of up to \$3,265,000 (the "*Term Loan*") pursuant to the terms of a Term Loan Agreement between the Borrower and the Bank (the "*Loan Agreement*" or the "*Credit Facility*").

PURPOSE: The proceeds of the Term Loan under the Credit Facility shall be used to provide funds to refund the outstanding Debentures with PNC dated 2016 and 2018 along with the outstanding balance of the PNC Credit Facility dated January 9, 2020 and if necessary, to pay the cost of issuance.

MATURITY DATE: April 1, 2027

AMORTIZATION: The Term Loan shall amortize with level debt service over the tenor of the Credit Facility. Principal shall be payable annually every April 1 with the first payment due on April 1, 2022.

INTEREST PAYMENTS: Semi-annually on April 1 and October 1 commencing on October 1, 2021 (30/360).

LAKE WORTH BEACH CRA



SECURITY:

The payment of the principal and interest on the Note will be limited obligations of the CRA payable solely from and secured by a senior lien on the tax increment revenues deposited into the redevelopment trust fund in accordance with Section 163.387, Florida Statutes, annually by taxing authorities levying ad valorem taxes in the redevelopment area applicable to the Issuer (the "Tax Increment Revenues"). Under no circumstances will the Maturity Date extend beyond the Sunset Date of the Tax Increment Revenues.

FINANCING DOCUMENTATION:

The Credit Facility shall include standard conditions precedent to purchase and closing, representations and warranties, indemnities, covenants, events of default and remedies. The Loan Agreement, the Note, governing documentation and the other documents required for closing are herein collectively referred to as the "Financing Documents."

TAX STATUS OF INTEREST ON THE NOTE:

Interest on the Note shall be either taxable or excludable from the gross income of the Bank for federal income tax purposes. If tax-exempt the Borrower shall take all steps necessary to maintain such tax-exempt status and the Bank shall be provided an opinion of tax counsel satisfactory to the Bank which concludes that interest on the Note is excludable from gross income for federal income tax purposes and that the Note is a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code.

CLOSING DATE:

The closing date is expected to occur on or about May 5, 2021 (the "Closing Date") and shall be subject to the satisfaction of the conditions precedent set forth in the Loan Agreement and the conditions precedent described herein.

III. INTEREST RATES AND OTHER KEY PROVISIONS

INDICATIVE FIXED RATES:

For illustrative purposes only, the fixed rates below are indicative ("Indicative Fixed Rates") as of 3.3.2021 and the Final Fixed Rate(s) will be set, based on the Banks Cost of Funds, two (2) days prior to the funding date.

*At the request of the Borrower, the Bank will update these Indicative Fixed Rates at any time.

Indicative BQ Tax-Exempt Term Loan Rate: 1.74%

Indicative Taxable Term Loan Rate: 2.22%

PREPAYMENT:

The CRA has the choice of selecting one of the three options as shown below:

OPTION A: Using the Indicative Rates shown above, prepayment can be made on any business day within the guidelines of the Bank's Standard Make Whole provisions. The Bank requires no less than 5 business days advance written notice of prepayment. Further, the Bank will require the inverse chronological order of the maturities or amortization installments being prepaid.

(OR)

OPTION B: On or after April 1, 2023, call option at 100% of par with Indicative Rates as follows:

Indicative BQ Tax-Exempt Term Loan Rate: 1.94%

Indicative Taxable Term Loan Rate: 2.52%

(OR)

OPTION C: On or after April 1, 2024, call option at 100% of par with Indicative Rates as follows:

Indicative BQ Tax-Exempt Term Loan Rate: 1.86%

Indicative Taxable Term Loan Rate: 2.37%

COMPUTATION BASIS: Fixed Rates - Computations of interest shall be calculated on a 30/360 day basis.

EVENT OF TAXABILITY: If the tax-exempt option is elected and in the event a determination of taxability shall occur, in addition to the amounts required to be paid with respect to the Note, the Borrower shall be obligated to pay to the Bank an amount equal to the positive difference, if any, between the amount of interest that would have been paid during the period of taxability if the Note had borne interest at a taxable rate and the interest actually received by the Bank with respect to the Note.

DEFAULT RATE: The Default Rate equals the greatest of (i) the PNC Prime Rate plus 3.0%; (ii) the Overnight Bank Funding Rate plus 3.5%; and (iii) 7.0% provided, however, in no event will the Default Rate exceed the maximum rate permitted by law.

IV. OTHER FEES AND EXPENSES

COMMITMENT/CLOSING FEE: Waived

COSTS AND EXPENSES: All expenses incurred by the Bank, including reasonable legal fees (inside and outside), and any other expenses in reference to structuring, documenting, closing, monitoring or enforcing the Financing Documents, if applicable, shall be for the account of the Borrower and payable at closing and otherwise on demand. The Bank will be utilizing Holland & Knight LLP as Bank Counsel. Bank Counsel legal fees (review-only / no opinion) will not exceed \$8,500 if awarded the bank loan. All expenses (including counsel fees) shall be paid by the Borrower regardless of whether the transaction is closed.

V. FINANCIAL/NEGATIVE COVENANTS AND FINANCIAL REPORTING

General affirmative and negative covenants, including the financial covenants and reporting covenants listed below, will be specified by the Bank for inclusion in the Financing Documents.

- Annual audited financial statements for the Borrower and its affiliates within 270 days of fiscal year end;
- **Debt Service Coverage:** Not less than 1.20 times coverage tested annually based on audited numbers and provided to the Bank with an accompanying demonstration of the calculation. The definition will generally follow TIF fund revenues, less operating expenditures for the CRA Trust; divided by Principal and Interest paid for that FY. The definition is expected not to include any funds placed in a sinking fund, if applicable.

Incorporation of Covenants by Reference. The Borrower agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the respective Loan Agreements and the other Financing Documents, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety.

**VI. CONDITIONS
PRECEDENT TO CLOSING**

The Financing Documents shall include conditions precedent customary for transactions of this nature including, without limitation, the following:

Documentation satisfactory to Bank Counsel; delivery of enforceability and approving opinions; authorizing resolutions (which may be an existing authorizing resolution); financial statements; bring-down of representations and warranties; and certification as to no default or event of default.

**VII. EVENTS OF DEFAULT/
REMEDIES:**

The Loan Agreement shall include events of default customary for transactions of this nature, including, without limitation; payment default, covenant defaults, breach of representations, cross defaults to parity debt, cross acceleration of parity debt, invalidity or repudiation of any Financing Document or any material provision thereof, judgment default, bankruptcy or insolvency, and pension plan defaults.

Upon the occurrence of an Event of Default, in addition to all other customary remedies, all payment obligations shall bear interest at the Default Rate.

**VIII. CHOICE OF LAW / JURY TRIAL /
OTHER PROVISIONS**

GOVERNING LAW:

The Loan Agreement, and any other documents to which the Bank shall become a party will be governed by the laws of the State of Florida.

USA PATRIOT ACT NOTICE:

Pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. 107 56), the Bank is required to obtain, verify and record information that identifies the Borrower and, potentially, other loan parties, which information may include, without limitation, the name and address of the Borrower and any such loan parties and other information that will allow the Bank to identify the Borrower and other loan parties in accordance with the USA PATRIOT Act.

JURY TRIAL:

To the extent permitted by law, the parties to the Loan Agreement agree to waive a jury trial in any proceeding including the Bank.

TRANSFERS/ASSIGNMENTS:

While the Bank is providing the Credit Facility for its own account without a present intent to transfer the Credit Facility, the Bank reserves the right in its sole discretion to assign, sell, pledge or participate interests in the Credit Facility without the consent of the Borrower.

ADDITIONAL TERMS:

The terms and conditions contained in this proposal are not intended to be comprehensive. The definitive Financing Documents may include additional terms and conditions required by the Bank, subject to mutual agreement of the parties, which are not included herein.

UNDERWRITING:

Should the CRA award this transaction to the Lender, the Bank requires a minimum of 2 weeks for the formal underwriting process from the appointed date.

**NO ADVISORY OR
FIDUCIARY ROLE:**

The Borrower acknowledges and agrees that: (i) the Bank has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank or any of its affiliates has provided other services or is currently providing other services to the Borrower on other matters); (ii) the only obligations the Bank has to the Borrower with respect to the transaction contemplated hereby are expressly set forth in this term sheet; and (iii) the

Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

EXPIRATION:

This proposal expires May 5th, 2021 and the Credit Facility must close no later than this date unless otherwise extended by the Bank in writing.

AGREEMENT BY THE ISSUER / BORROWER:

The Borrower hereby desires to engage the Bank in the origination of the Credit Facility pursuant to the terms and conditions stated herein.

Recognizing that this Term Sheet is non-binding on the Bank unless and until a commitment is issued, please evidence your interest in proceeding on the foregoing terms and conditions by signing and returning a copy of the document to the Bank on or prior to March 31st, 2021 at which point the Bank will continue with due diligence and credit underwriting for the foregoing transaction.

ACCEPTED AND AGREED TO:

LAKE WORTH BEACH CRA

By: _____

Print Name: _____

Title: _____

Date: _____

Year	Principal	Rate	Interest																					
22-Mar	3,265,000.00	2.22%	72,483.00	3,265,000.00	2.25%	73,462.50	3,265,000.00	2.30%	75,095.00	3,265,000.00	2.40%	78,360.00	3,265,000.00	2.45%	79,952.50	3,265,000.00	2.50%	81,625.00	3,265,000.00	2.55%	83,257.50	3,265,000.00	2.60%	84,890.00
23-Mar	2,750,000.00	2.22%	61,050.00	2,750,000.00	2.25%	61,875.00	2,750,000.00	2.30%	63,250.00	2,750,000.00	2.40%	66,000.00	2,750,000.00	2.45%	67,375.00	2,750,000.00	2.50%	68,750.00	2,750,000.00	2.55%	70,125.00	2,750,000.00	2.60%	71,500.00
24-Mar	2,220,000.00	2.22%	49,284.00	2,220,000.00	2.25%	49,950.00	2,220,000.00	2.30%	51,060.00	2,220,000.00	2.40%	53,280.00	2,220,000.00	2.45%	54,490.00	2,220,000.00	2.50%	55,500.00	2,220,000.00	2.55%	56,610.00	2,220,000.00	2.60%	57,720.00
25-Mar	1,680,000.00	2.22%	37,296.00	1,680,000.00	2.25%	37,600.00	1,680,000.00	2.30%	38,640.00	1,680,000.00	2.40%	40,320.00	1,680,000.00	2.45%	41,180.00	1,680,000.00	2.50%	42,000.00	1,680,000.00	2.55%	42,840.00	1,680,000.00	2.60%	43,680.00
26-Mar	1,130,000.00	2.22%	25,086.00	1,130,000.00	2.25%	25,425.00	1,130,000.00	2.30%	25,990.00	1,130,000.00	2.40%	27,320.00	1,130,000.00	2.45%	27,685.00	1,130,000.00	2.50%	28,250.00	1,130,000.00	2.55%	28,815.00	1,130,000.00	2.60%	29,380.00
27-Mar	570,000.00	2.22%	12,654.00	570,000.00	2.25%	12,825.00	570,000.00	2.30%	13,110.00	570,000.00	2.40%	13,680.00	570,000.00	2.45%	13,965.00	570,000.00	2.50%	14,250.00	570,000.00	2.55%	14,535.00	570,000.00	2.60%	14,820.00
			257,853.00			261,337.50			267,145.00			278,760.00			284,567.50			290,375.00			296,182.50			301,990.00
	3,265,000.00		3,522,853.00	3,265,000.00		3,526,337.50	3,265,000.00		3,532,145.00	3,265,000.00		3,543,760.00	3,265,000.00		3,549,567.50	3,265,000.00		3,555,375.00	3,265,000.00		3,561,182.50	3,265,000.00		3,566,990.00
			3,574,686.41			3,574,686.41			3,574,686.41			3,574,686.41			3,574,686.41			3,574,686.41			3,574,686.41			3,574,686.41
			51,833.41			48,348.91			42,541.41			30,926.41			25,118.91			19,311.41			13,503.91			7,696.41

**LAKE WORTH BEACH
COMMUNITY REDEVELOPMENT AGENCY**

RESOLUTION NO. 2021-__

A RESOLUTION OF THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING A LOAN IN THE FORM OF A NOTE IN THE AMOUNT OF UP TO \$3,265,000, SUBJECT TO THE CONDITIONS CONTAINED HEREIN; REQUESTING THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH APPROVE THE LOAN IN THE FORM OF A NOTE; AUTHORIZING SUCH LOAN AND THE ISSUANCE OF A NOTE IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$3,265,000 TO REFINANCE THE OUTSTANDING PRIOR LOANS OF THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY AS DESCRIBED HEREIN; AWARDING THE NOTE ON A NEGOTIATED BASIS; APPROVING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND A NOTE IN CONNECTION WITH SUCH LOAN; PROVIDING A SEVERABILITY CLAUSE, A CONFLICTS CLAUSE AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "CRA") AS FOLLOWS:

Section 1. Definitions. The following words and phrases shall have the following meanings when used herein:

"Authorized Signatory" means any one of the Authorized Signatories.

"Authorized Signatories" means Brendan Lynch, Chair, Mark Rickards, Vice-Chair, and/or Joan Oliva, Executive Director of the CRA.

"Interest Rate" means a fixed rate not to exceed 2.50%.

"Loan" means a loan to the CRA in an amount not to exceed the Loan Amount at a rate not to exceed the Interest Rate for the purpose of refinancing the Prior Loans to be evidenced by the Loan Agreement.

"Loan Amount" means up to \$3,265,000.

"Prior Loans" means collectively, the \$4,000,000 original principal amount of Lake Worth Community Redevelopment Agency Tax Increment Redevelopment Revenue Debenture, Series 2016, the \$1,500,000 original principal amount of Lake Worth Beach Community Redevelopment Agency Tax Increment Redevelopment Revenue Debenture, Series 2018 and the \$903,000 Convertible Line of Credit dated January 9, 2020, all with PNC Bank, National Association (the "Bank").

Section 2. Authorization of Transaction; Negotiated Sale. In order to obtain funds to refinance the costs of the Prior Loans, and pay any cost of issuance, the CRA is authorized to enter into a Loan and to issue a Note (the “**Note**”) for the purchase by the Bank in the amount of up to the Loan Amount and for a rate not in excess of the Interest Rate. The Board of Commissioners of the CRA hereby finds that, due to the present volatility of the market for obligations such as the Note, and the complexity of the transaction relating to the Note and the refinancing of the Prior Loans, it is in the best interests of the CRA to award the Note to the Bank by a negotiated sale, rather than by public sale at a specified advertised date, in order to permit the CRA to obtain the best possible terms and conditions, including interest rate, for the Note.

Section 3. Acceptance of Terms for the Loan. The Preliminary Summary of Terms and Conditions for Loan Facilities from the Bank, dated March 3, 2021 and attached hereto as Exhibit “A” (the “**Terms Sheet Letter**”), is approved and the CRA hereby accepts the indicative Taxable Term Loan Rate, provided that such rate is not in excess of the Interest Rate at the time of issuance of the Note and accepts Option A with respect to prepayment of the Note. Any Authorized Signatory is authorized and directed to execute the Terms Sheet Letter on behalf of the CRA, subject to the adoption of a Resolution of the City of Lake Worth Beach approving the issuance of the Note.

Section 4. Loan Agreement and Note. The CRA is authorized to execute a Loan Agreement (the “**Loan Agreement**”) with the Bank and to make and deliver to the Bank a Note securing the Loan, both of which shall have substantially the terms and conditions consistent with the Terms Sheet Letter and the terms provided in Section 3 hereof. The final terms and conditions may be negotiated with the Bank by the Authorized Signatories. Any Authorized Signatory is authorized and directed to execute the Loan Agreement and Note with such provisions, consistent with the foregoing, as he or she may approve on behalf of the CRA, such approval to be conclusively evidenced by such execution.

Section 5. Application of the Proceeds of the Note. The proceeds derived from the sale of the Note shall be applied by the CRA to refinance the Prior Loans and pay any cost of issuance of the Note consistent with this Resolution and as set forth in the Loan Agreement.

Section 6. Conditions Precedent. Neither the Loan Agreement nor the Note shall be executed, and the Note shall not be issued, unless the City Commission of the City of Lake Worth Beach, Florida shall have first authorized the same by duly adopted resolution. Furthermore, at least fifteen days prior to the closing of the issuance of the Note, notice shall have been given as required by Section 163.346, Florida Statutes. In addition, the Bank shall deliver to the CRA a disclosure statement and truth-in-bonding statement required by Chapter 218, Florida Statutes, prior to the issuance of the Note. The Authorized Signatories are authorized and directed to request the City Commission to grant such approval and to cause such notice to be given the manner required by law.

Section 7. Nature of Note. The Note shall constitute “redevelopment revenue bonds” within the meaning of Section 163.385, Florida Statutes and shall have the terms, conditions and limitations set forth therein. Without limiting the generality of the foregoing, the Note shall be payable from and secured solely by the CRA's redevelopment trust fund and the increment revenue (as defined in Section 163.340(22)), Florida Statutes, required to be deposited therein.

Section 8. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provisions herein or render any other provisions (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 9. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 10. Authorizations. All officials and employees of the CRA are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the CRA that are necessary or desirable in connection with the completion of the Loan and issuance of the Note.

Section 11. Effective Date. This Resolution shall become effective immediately upon its passage.

(SIGNATURE PAGE TO FOLLOW)

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY ON THE ____ DAY OF _____, 2021.

LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
BRENDAN LYNCH, CHAIR OR
MARK RICKARDS, VICE-CHAIR

ATTEST:

JOAN OLIVA, EXECUTIVE DIRECTOR

**LAKE WORTH BEACH
COMMUNITY REDEVELOPMENT AGENCY**

RESOLUTION NO. 2021-02

A RESOLUTION OF THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING A LOAN IN THE FORM OF A NOTE IN THE AMOUNT OF UP TO \$3,265,000, SUBJECT TO THE CONDITIONS CONTAINED HEREIN; REQUESTING THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH APPROVE THE LOAN IN THE FORM OF A NOTE; AUTHORIZING SUCH LOAN AND THE ISSUANCE OF A NOTE IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$3,265,000 TO REFINANCE THE OUTSTANDING PRIOR LOANS OF THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY AS DESCRIBED HEREIN; AWARDING THE NOTE ON A NEGOTIATED BASIS; APPROVING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND A NOTE IN CONNECTION WITH SUCH LOAN; PROVIDING A SEVERABILITY CLAUSE, A CONFLICTS CLAUSE AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY (THE “CRA”) AS FOLLOWS:

Section 1. Definitions. The following words and phrases shall have the following meanings when used herein:

“**Authorized Signatory**” means any one of the Authorized Signatories.

“**Authorized Signatories**” means Brendan Lynch, Chair, Mark Rickards, Vice-Chair, and/or Joan Oliva, Executive Director of the CRA.

“**Interest Rate**” means a fixed rate not to exceed 2.50%.

“**Loan**” means a loan to the CRA in an amount not to exceed the Loan Amount at a rate not to exceed the Interest Rate for the purpose of refinancing the Prior Loans to be evidenced by the Loan Agreement.

“**Loan Amount**” means up to \$3,265,000.

“**Prior Loans**” means collectively, the \$4,000,000 original principal amount of Lake Worth Community Redevelopment Agency Tax Increment Redevelopment Revenue Debenture, Series 2016, the \$1,500,000 original principal amount of Lake Worth Beach Community Redevelopment Agency Tax Increment Redevelopment Revenue Debenture, Series 2018 and the \$903,000 Convertible Line of Credit dated January 9, 2020, all with PNC Bank, National Association (the “**Bank**”).

Section 2. Authorization of Transaction; Negotiated Sale. In order to obtain funds to refinance the costs of the Prior Loans, and pay any cost of issuance, the CRA is authorized to enter into a Loan and to issue a Note (the “**Note**”) for the purchase by the Bank in the amount of up to the Loan Amount and for a rate not in excess of the Interest Rate. The Board of Commissioners of the CRA hereby finds that, due to the present volatility of the market for obligations such as the Note, and the complexity of the transaction relating to the Note and the refinancing of the Prior Loans, it is in the best interests of the CRA to award the Note to the Bank by a negotiated sale, rather than by public sale at a specified advertised date, in order to permit the CRA to obtain the best possible terms and conditions, including interest rate, for the Note.

Section 3. Acceptance of Terms for the Loan. The Preliminary Summary of Terms and Conditions for Loan Facilities from the Bank, dated March 3, 2021 and attached hereto as Exhibit “A” (the “**Terms Sheet Letter**”), is approved and the CRA hereby accepts the indicative Taxable Term Loan Rate, provided that such rate is not in excess of the Interest Rate at the time of issuance of the Note and accepts Option A with respect to prepayment of the Note. Any Authorized Signatory is authorized and directed to execute the Terms Sheet Letter on behalf of the CRA, subject to the adoption of a Resolution of the City of Lake Worth Beach approving the issuance of the Note.

Section 4. Loan Agreement and Note. The CRA is authorized to execute a Loan Agreement (the “**Loan Agreement**”) with the Bank and to make and deliver to the Bank a Note securing the Loan, both of which shall have substantially the terms and conditions consistent with the Terms Sheet Letter and the terms provided in Section 3 hereof. The final terms and conditions may be negotiated with the Bank by the Authorized Signatories. Any Authorized Signatory is authorized and directed to execute the Loan Agreement and Note with such provisions, consistent with the foregoing, as he or she may approve on behalf of the CRA, such approval to be conclusively evidenced by such execution.

Section 5. Application of the Proceeds of the Note. The proceeds derived from the sale of the Note shall be applied by the CRA to refinance the Prior Loans and pay any cost of issuance of the Note consistent with this Resolution and as set forth in the Loan Agreement.

Section 6. Conditions Precedent. Neither the Loan Agreement nor the Note shall be executed, and the Note shall not be issued, unless the City Commission of the City of Lake Worth Beach, Florida shall have first authorized the same by duly adopted resolution. Furthermore, at least fifteen days prior to the closing of the issuance of the Note, notice shall have been given as required by Section 163.346, Florida Statutes. In addition, the Bank shall deliver to the CRA a disclosure statement and truth-in-bonding statement required by Chapter 218, Florida Statutes, prior to the issuance of the Note. The Authorized Signatories are authorized and directed to request the City Commission to grant such approval and to cause such notice to be given the manner required by law.

Section 7. Nature of Note. The Note shall constitute “redevelopment revenue bonds” within the meaning of Section 163.385, Florida Statutes and shall have the terms, conditions and limitations set forth therein. Without limiting the generality of the foregoing, the Note shall be payable from and secured solely by the CRA's redevelopment trust fund and the increment revenue (as defined in Section 163.340(22)), Florida Statutes, required to be deposited therein.

Section 8. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provisions herein or render any other provisions (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 9. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 10. Authorizations. All officials and employees of the CRA are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the CRA that are necessary or desirable in connection with the completion of the Loan and issuance of the Note.

Section 11. Effective Date. This Resolution shall become effective immediately upon its passage.

(SIGNATURE PAGE TO FOLLOW)

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY ON THE 16 DAY OF MARCH, 2021.

LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 

BRENDAN LYNCH, CHAIR OR
MARK RICKARDS, VICE-CHAIR

ATTEST:


JOAN OLIVA, EXECUTIVE DIRECTOR

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

RESOLUTION NO. 10-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) TO ISSUE A LOAN IN THE FORM OF A NOTE IN THE AMOUNT OF UP TO \$3,265,000 TO REFINANCE THE OUTSTANDING PRIOR LOANS OF THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY AS DESCRIBED HEREIN; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS AND AN EFFECTIVE DATE

WHEREAS, on January 2, 2000, the City Commission of the City of Lake Worth Beach adopted Ordinance Number 2000-33, providing for the funding of the redevelopment trust fund to finance or refinance community redevelopment within the Lake Worth Beach Community Redevelopment Area; and

WHEREAS, on July 18, 2000, the City Commission of the City of Lake Worth Beach adopted Resolution Number 40-2000 defining the Community Redevelopment Area, and making a finding of the existence of conditions in the City that warrant the expansion of the redevelopment district in accordance with Florida Statutes; and

WHEREAS, on January 2, 2001, the City Commission of the City of Lake Worth Beach approved and adopted the Lake Worth Beach Community Redevelopment Plan for the Community Redevelopment Area; and

WHEREAS, the City Commission, pursuant to Section 163.385, Florida Statutes, pursuant to this resolution, supports the Community Redevelopment Agency’s property acquisition and program funding goals, and adopts this Resolution to authorize the issuance of the funding facility; and

WHEREAS, the City Commission of the City of Lake Worth Beach finds that the adoption of this Resolution is in the best interest of the health, safety, and welfare of the citizens, businesses, and residents of the City of Lake Worth Beach.

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

Section 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Section 2. Pursuant to the requirements of Section 163.385, Florida Statutes, the City Commission authorizes the Lake Worth Beach Community Redevelopment Agency (the “Agency”) to issue a loan in the form of a note in the amount of up to \$3,265,000.00 as provided in the Agency’s Resolution No. 2021-02, and having such other terms and conditions as authorized by the Agency.

Section 3. All resolutions in conflict herewith are hereby repealed.

50 Section 4. This resolution shall take effect immediately upon its passage.

51
52 The passage of this resolution was moved by Commissioner _____,
53 seconded by Commissioner _____, and upon being put to a vote, the vote
54 was as follows:

55
56 Mayor Betty Resch
57 Commissioner Sarah Malega
58 Commissioner Carla Blockson
59 Commissioner Kimberly Stokes
60 Commissioner Herman Robinson

61
62 The Mayor thereupon declared this resolution duly passed and adopted on the 25th
63 day of March, 2021.

64 LAKE WORTH BEACH CITY COMMISSION

65
66
67
68 By: _____
69 Betty Resch, Mayor

70
71 ATTEST:

72
73
74 _____
75 Deborah M. Andrea, CMC, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: March 25, 2021

DEPARTMENT: Electric Utility

TITLE:

Task Order No. 4 with Power Engineers, Inc. to complete a feasibility study and conceptual design for the Intercoastal Waterway underground distribution line

SUMMARY:

Task Order No. 4 authorizes Power Engineers Inc., to complete a feasibility study and conceptual design for the Intercoastal Waterway underground distribution line crossing serving the beach Casino Complex in the amount not to exceed \$89,986.

BACKGROUND AND JUSTIFICATION:

City issued a Request for Qualifications (RFQ 18-303) to provide letters of interest and Professional Qualifications from consulting companies/firms for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, energy management and engineering services. Power Engineers Inc., was one of three firms selected under the Energy Management category for the Continuing Contracts for Professional Services.

The Lake Worth Beach Casino Complex and businesses are currently supplied power through two, 60 plus year old submarine cables crossing the intercoastal waterway from the main-land to the beach. In addition to the aged submarine cables, the site currently lacks emergency power generation leaving the Casino Complex and business owners susceptible to a prolonged outage in the event the submarine cables fail.

In February of 2019, the City Commission approved Task Order No. 4 to E.C. Fennell, P.A. to provide professional engineering and construction management services to reconfigure a portion of the 0602 circuit feeding the Lake Worth beach area. The project entailed engineering design, upgrading the distribution voltage from 4.16 kV to 13.2 kV and providing the infrastructure allowing the Casino Complex and beach area to be powered from FP&L distribution circuits with associated metering and protective capabilities. EC Fennell completed a 90% design package for this project while the City continued negotiations with FP&L for the inter-connection to serve the beach Casino Complex. The request was later denied by FP&L causing the City to seek alternate plans to provide reliable power to the beach Casino Complex.

The current plan is to install two new underground submersible cables crossing the Intercoastal Waterway (ICW) to the beach Casino complex. Power Engineers is proposing to begin the project by conducting a feasibility study to include but not limited to; data acquisition, installation methods either trenchless or horizontal directional drilling (HDD), lay-down areas, potential entry/exit pits, assess environmental permitting requirements and concerns and ICW crossing alignment. In addition, specifications will be developed to complete land survey, bathymetric survey, geotechnical requirements and conceptual plan and profile design for the cable crossing. We are confident in selecting the services of Power Engineers Inc., as their team of professionals have completed in excess of twenty submersible cable crossings for both

transmission and distribution feeders. The feasibility study and conceptual design is anticipated to be completed in fourteen weeks in the amount not exceed \$89,986.

MOTION:

Move to approve/disapprove Task Order No. 4 to Power Engineers, Inc., to complete feasibility study and conceptual design for the Intercoastal Waterway underground distribution line crossing serving the beach Casino Complex in the amount not to exceed \$89,986.

ATTACHMENT(S):

Fiscal Impact Analysis
 Power Engineers TO #4 – Intercoastal Waterway Distribution Crossing Feasibility Study

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$89,986	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	\$89,986	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2129	\$250,000	\$250,000	-\$89,986	\$160,014

TASK ORDER NO. 04

Design Services – Intercoastal Waterway Distribution Crossing Feasibility Study

THIS TASK ORDER ("Task Order") is made on _____, 2021, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Power Engineers, 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: **Complete engineering analysis and feasibility study for a new submersible cable crossing the Intercoastal Waterway** (the "Project"). The Project is described in the consultant's proposal, dated February 12th, 2021, 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 **100** 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 **\$89,986.00**. The attached proposal identifies all costs and expenses anticipated in the Lump Sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Ivette Sanchez, phone: 407-341-6907; email: ivette.sanchez@powereng.com; and, the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: Pnicholas@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 Limitation of Liability

The City agrees to limit CONSULTANT's liability, to the City and to those under contract with the City to perform the work under the scope of the Project, for insurable events arising from the CONSULTANT's performance under this Task Order to **One Million Dollars (\$1,000,000.00)**. Except for the CONSULTANT's agreement and obligation to indemnify and hold harmless under the Agreement, the CONSULTANT's liability for non-insurable events including breach of contract shall not exceed **\$89,986** under the proposed Task Order for this project.

8.0 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 **May 1st, 2018** ("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 Task Order on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Betty Resch 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: Power Engineers, Inc.

[Corporate Seal]

By: _____
Print Name: **Alan Sowell**
Title: _____
Digitally signed by Alan Sowell
DN: C=US,
E=alan.sowell@powereng.com,
O="POWER Engineers, Inc.",
OU=VP Project Management,
CN=Alan Sowell
Date: 2021.03.15
13:23:17-05'00'

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 5 day of March, 2021, by Alan Sowell, who was physically present, as VP Project Management (title), of Power Engineers, 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: Lizette Martinez
My commission expires: 07-27-23

EXHIBIT "1"
(Consultants Proposal)



POWER ENGINEERS, INC.
1060 MAITLAND CENTER COMMONS
SUITE 110
ORLANDO, FL 32751 USA

PHONE 321-214-3800
FAX 321-214-3899

February 12, 2021

Paul Nicholas
Engineering Manager - Special Projects
City of Lake Worth Beach
1900 2nd Avenue North
Lake Worth Beach, FL 33461

Subject: Feasibility Study: Intracoastal Waterway Underground Distribution Line Crossing

Dear Mr. Nicholas:

Thank you for the opportunity to provide a proposal to City of Lake Worth Beach for your upcoming submarine cable project. As requested, we have identified key tasks that we will perform and the deliverables that you will receive for each task, attached to this letter.

We look forward to your review of our proposal. If you have any questions, please contact me at 407-341-6907. Thank you once again for this opportunity to work with City of Lake Worth Beach.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ivette Sanchez".

Ivette Sanchez, MBA. PMP
Project Manager

cc: Warren Gillens (POWER)
Scott Brondyke (POWER)

PROJECT SCOPE

CLWB has identified the need to evaluate the installation of a new 25 kV underground distribution line across the intracoastal waterway and has requested POWER to perform an engineering evaluation to develop a conceptual design. It is assumed that the intracoastal waterway crossing will use horizontal directional drilling (HDD) technology.

For this work, POWER proposes to perform the following activities to support the preliminary engineering and design efforts.

Task 0 – Project Management

0.1 Project Management & Control

Communicate, supervise, and coordinate project participants (within POWER's purview) to complete all tasks and activities as outlined in the approved scope of work. Establish and maintain with CLWB the project schedule for engineering related tasks. Track deliverables progress and completion relative to schedule. Monitor the work and budget and document work scope variances, if there are any, for CLWB's review. Address problems, risks, trends and/or delays and the actions being taken to bring those areas back on schedule or budget.

Deliverable(s): Project Invoicing; Financial Reports.

Task 1 – Pre-Design Activities

1.1 Data Acquisition

Gather and review available drawings and data for the water crossing to perform feasibility study. Receive the information available from CLWB's engineers and follow up with additional requests for data, as needed.

Conduct a project-site visit to identify existing features and conditions that must be considered in evaluating the design options, assuming trenchless crossing via Horizontal Directional Drilling (HDD). The visit will review site access and limitations, along with material, equipment laydown areas, and possible locations for entry/exit pits for HDD activities.

Deliverable(s): Data Requests, Site Visit Notes

1.2 Environmental Assessment

POWER and its subcontractor, Golder Associates, will develop a high-level summary of the potential environmental regulations and standards that could trigger permits and agency approvals and their applicability to the proposed project.

This information could be used by POWER to support conversations with CLWB as to the level of regulatory involvement (i.e., local, state and/or federal permit or agency entities). The summary will include a timeline and preliminary cost estimate for the planning, evaluation, and application review/processing efforts associated with the site location, project type and construction technique.

Deliverable(s): Environmental Assessment Report

Task 2 – Field Activities

2.1 Land Survey

Provide technical specifications and input to CLWB and surveyor to facilitate the acquisition of the required topographic and planimetric survey data along entry and exit locations and parameters (size of space needed to setup equipment) to complete the crossing and possibly trenching to a nearest manhole/pullbox (OH-UG transition) at each end.

Deliverable(s): Land Survey Scope of Work and Specification

2.2 Bathymetric Survey

Provide technical specifications and input to CLWB and surveyor to facilitate the acquisition of the required bathymetric survey data along or in vicinity to the existing submarine cable crossing that will be replaced. Includes requirements for hydrographic surveying, side-scan imaging, and magnetometer surveying. Evaluate the need for any sub-bottom profiling, camera work, or remote operated inspections.

Deliverable(s): Bathymetric Survey Scope of Work and Specification

2.3 Geotechnical Evaluation

Provide specifications for drilling soil borings along the project centerline. Identify requirements for soil boring logs, laboratory testing, preparation of engineering soil properties table, and compilation of all data and recommendations in a geotechnical report.

Deliverable(s): Geotechnical Evaluation Scope of Work and Specification

2.4 **Thermal Evaluation**

Utilize holes drilled by geotechnical subcontractor to perform thermal testing. Coordinate with geotechnical subcontractor to obtain soil samples at specific subsurface locations as directed by POWER and agreed to by CLWB.

Deliverable(s): Thermal Evaluation Scope of Work and Specification

Task 3 – Preliminary Underground Line Design

3.1 **Cable System Design**

Perform ampacity calculations for a 25 kV, cross-linked polyethylene (XLPE) insulated cable design. Size the cable considering at a minimum: burial depth, cable spacing, mutual heating, soil thermal resistivity, insulation wall thickness, earth ambient temperature, load factor, dielectric losses, conductor material, and anticipated load requirements.

Deliverable(s): Ampacity Calculations

3.2 **Trenchless Crossing Design**

Work with CLWB and determine viable alternatives to cross the intracoastal waterway using HDD technology. Identify entry and exit locations and parameters (size of space needed to setup equipment) to complete the crossing.

Select a casing/pipe size, and identify major design components including entry and exit angles, minimum bending radii, and preliminary cable pulling tensions. Perform preliminary design calculations based on available geotechnical data to lay out preliminary HDD alignments, including pipe pull-back tensions, and hydrofracture limiting pressures (frac outs).

Review available right of way and pull-back areas, and identify potential locations to lay out the pipe.

Identify a minimum of three (3) alternatives for completing the trenchless crossing. POWER will use survey information provided by CLWB to prepare preliminary crossing plan and profile (conceptual) drawings. If there is no survey information available, POWER will use readily available desktop data (Google Earth, GIS) to layout alternatives.

Deliverable(s): Preliminary Conceptual Design, Preliminary Plan and Profile (P&P) Drawings and Final Conceptual Design and Final P&P plans

3.3 **Cost Estimates, Schedule, and Permits**

Perform high-level cost estimates for the new underground distribution installations. Include estimates for all engineering, procurement, and construction costs.

Support CLWB in an RFI process for HDD solution providers to evaluate conceptual design of the proposed drill and identify drilling challenges and risks, evaluate HDD proposed set up area and work areas for both side of the project.

Develop a preliminary schedule for installation activities. Identify long lead time items.

POWER will work with environmental permit subcontractor (Golder) to identify permit requirements for the project.

Deliverable(s): Cost Estimates, Schedule(s)

Task 4 – Conceptual Design Report

4.1 **Feasibility Report**

Assemble the deliverables in Task 3 into a conceptual design report. Evaluate the conceptual design alternatives and provide CLWB with specific recommendations and/or considerations.

Receive feedback from CLWB and issue a final report.

Deliverable(s): Feasibility Report

4.2 **Conceptual Design Review Meetings**

Participate in weekly conference calls for the duration of the preliminary engineering phase of the project, based on a 4-month duration.

Attend a conceptual design review meeting with CLWB to review the results of the feasibility analysis.

Deliverable(s): Design Review Meetings

Project Milestones:

Project is based on a based on a 4-month duration. The following milestones have been estimated for this project:

MILESTONE SUMMARY			
MILESTONE	START	FINISH	RESPONSIBILITY
Project Initiation	03/01/21	03/05/21	POWER/CLWB
Data Acquisition/Field Visit	03/08/21	03/19/21	POWER
Environmental Assessment - Final Report *	03/22/21	04/30/21	POWER
Field Activities – Surveys, Geotech, Thermal Reports	03/22/21	04/30/21	POWER/CLWB
Preliminary Line Design/Plan and Profile	03/22/21	05/07/21	POWER
HDD Solutions Provider RFI	05/10/21	05/28/21	POWER/CLWB
Cost Estimates, Schedule, and Permits	06/01/21	06/18/21	POWER
Final Conceptual Design Report	06/01/21	06/18/21	POWER

Engineering Budget:

POWER proposes to perform these engineering and design services on a time and expense basis, in accordance with POWER’s latest Agreement with CLWB. A breakdown of our budget is as follows:

BUDGET SUMMARY BY TASK					
Task	Description	Hours	Labor \$	Expense \$	Total \$
0	Project Management	36	\$6,708		\$6,708
1	Pre-Design Activities*	82	\$12,760	\$11,600	\$24,360
2	Field Activities	62	\$10,334		\$10,334
3	Preliminary Underground Line Design	160	\$23,028		\$23,028
4	Conceptual Design Report	164	\$25,556		\$25,556
GRAND TOTAL		504	78,386	\$11,600	\$89,986

* *Golder Associates to perform Environmental Assessment as POWER’s subcontractor. Subcontractor’s expenses are charged at cost plus a carrying and handling charge of 10%.*

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: March 25, 2021

DEPARTMENT: Electric Utility

TITLE:

Agreement with DataProse, LLC for Utility Bill Printing and Mailing Services

SUMMARY:

The Agreement with DataProse, LLC, authorizes the vendor to provide utility bill printing, folding, inserting and mailing services for the City's utility bills.

BACKGROUND AND JUSTIFICATION:

In 2013, the City of Lake Worth Beach authorized the agreement with Level One, LLC, our current vendor. The original contract carried an initial five (5) year term with two (2) additional one (1) year renewals. The City exercised these renewal options and the current agreement is set to expire April 1st, 2021.

The City issued a Request for Proposals (21-203) for processing, printing and mailing the City's utility bills and accepted proposals from eight (8) vendors on February 2nd, 2021. The City held a public Evaluation Selection Committee meeting on February 11th, 2021 and based on the scoring of the proposals, DataProse, LLC was selected as the successful proposer. The agreement will be for an initial three (3) year term with the option to renew for two (2) additional one (1) year periods.

MOTION:

Move to approve/disapprove the Agreement with DataProse, LLC for Utility Bill Printing and Mailing Services.

ATTACHMENT(S):

Fiscal Impact Analysis
DataProse Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$45,000	\$180,000	\$180,000	\$180,000	\$180,000
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	\$45,000	\$180,000	\$180,000	\$180,000	\$180,000
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
401-1240-513.34-50	Contr Srvc/Other Contr Srvc		\$935,860	\$158,582	\$45,000	\$113,582

UTILITY BILLING AND MAILING SERVICES AGREEMENT

THIS AGREEMENT is made this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation (“CITY”) with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **DataProse, LLC**, a limited liability company authorized to do business in the State of Florida (“CONTRACTOR”) with its office located at 1122 W. Bethel Rd., Suite 100, Coppell, TX 75019.

RECITALS

WHEREAS, the City issued a Request for Proposal (No. 21-203) in order to obtain a service provider for processing, printing, and mailing the City’s utility bills (“RFP”); and

WHEREAS, CONTRACTOR has provided the City with a written proposal in response to the RFP to provide the services as described and set out in the RFP; and

WHEREAS, the CITY desires to accept the CONTRACTOR’s proposal in order for CONTRACTOR to render the services to the CITY as provided herein; and

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

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by CONTRACTOR to the CITY; and,

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR 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. RECITALS

1.1 The recitals set forth above are incorporated into this Agreement as true and correct statements.

2. TERM

2.1 The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for an initial term of three (3) years unless earlier terminated as stated herein. The parties may extend the term for additional two (2), one-year periods by amendment to this Agreement. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

3. SCOPE OF WORK

3.1 The CONTRACTOR’s scope of work includes providing the CITY with all utility bill printing and mailing services including utility statements and letters to residential, commercial, and industrial utility customers with address correction and encoding, as more specifically set forth in the RFP (“Scope of Work”).

3.2 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.

3.3 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.

3.4 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.

3.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the RFP, which is incorporated by reference, and this Agreement.

4. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

4.1 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.

4.2 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.

5. FEE AND ORDERING MECHANISM

5.1 The CITY agrees to compensate CONTRACTOR in accordance with the rate schedule set forth in **Exhibit "A"**. The City shall not reimburse CONTRACTOR for any additional costs incurred as a direct or indirect result of CONTRACTOR providing services to the City under this Agreement and not set forth in **Exhibit "A"**.

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. INVOICE

6.1 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 services.

6.2 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.

7. AUDIT BY CITY

7.1 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.

8. COPIES OF DATA/DOCUMENTS

8.1 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.

9. OWNERSHIP

9.1 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.

10. WRITTEN AUTHORIZATION REQUIRED

10.1 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.

11. DEFAULTS, TERMINATION OF AGREEMENT

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

11.2 Notwithstanding paragraph 11.1, 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.

11.3 If this Agreement is terminated before the completion of the Term, the CONTRACTOR shall:

- (a) Stop services on the date and to the extent specified including without limitation services of any sub-consultants.
- (b) Transfer all work in progress, completed work, and other materials related to the terminated services to the CITY in the format acceptable to CITY
- (c) Continue and complete all parts of the services that have not been terminated.

11.4 Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to the date of termination. Notwithstanding the foregoing, the parties acknowledge and agree that the CITY is a municipal corporation existing under the laws of the State of Florida, and as such, this Agreement (and its Exhibit) is subject to budgeting and appropriation by the CITY of funds sufficient to pay the costs associated herewith in any fiscal year of the CITY. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the CITY's governing board in any fiscal year to pay the costs associated with the CITY's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the CITY to be, insufficient to pay the costs associated with the CITY's obligations hereunder in any fiscal period, then the CITY will notify CONTRACTOR of such occurrence and either the CITY or CONTRACTOR may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with

the preceding sentence shall be without penalty or expense to the CITY of any kind whatsoever; however, CITY shall pay CONTRACTOR for all services performed under this Agreement through the date of termination.

12. INSURANCE

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

12.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance, on a primary, non-contributory basis 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.

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

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

12.5 The CONTRACTOR shall maintain during the life of this Agreement, Cyber Liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Work and shall include, but not be limited to, claims involving infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

13. WAIVER OF BREACH

13.1 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.

14. INDEMNITY

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

15. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

15.1 This Agreement consists of the terms and conditions provided herein; the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein); and, Exhibit "A" (the CONTRACTOR's price proposal). 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.

15.2 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.

16. ASSIGNMENT

16.1 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.

16.2 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.

17. SUCCESSORS AND ASSIGNS

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

18. WAIVER OF TRIAL BY JURY

18.1 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.

19. GOVERNING LAW AND REMEDIES

19.1 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.

19.2 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.

20. TIME IS OF THE ESSENCE

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

21. NOTICES

21.1 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 Beach
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, Florida 33460

With a copy to:

City of Lake Worth Beach Electric Utilities
Attn: Electric Utility Director
1900 2nd Avenue North
Lake Worth Beach, FL 33460

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

Mr. William K. Murray
DataProse, LLC
1122 W. Bethel Rd. Ste 100
Coppell, TX 75019

22. SEVERABILITY

22.1 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.

23. DELAYS AND FORCES OF NATURE

23.1 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. COUNTERPARTS

24.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be signed digitally and each digitally signed counterpart shall be considered as an original of the signing party.

25. PUBLIC ENTITY CRIMES

25.1 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.

26. PREPARATION

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

27. PALM BEACH COUNTY INSPECTOR GENERAL

27.1 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.

28. ENFORCEMENT COSTS

28.1 Except as required in an indemnification provision herein, 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 this Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

29. PUBLIC RECORDS

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

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to

perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, DANDREA@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

30. COPYRIGHTS AND/OR PATENT RIGHTS

30.1 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.

31. CONFIDENTIAL AND PROPRIETARY INFORMATION

31.1 Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

32. EXPORT ADMINISTRATION

32.1 Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

33. INFRINGEMENT INDEMNITY

33.1 CONTRACTOR will defend or settle at its expense a claim or suit brought by a third party against the CITY arising out of a claim asserting that the Scope of Work or other deliverables ("deliverables" hereafter) provided by CONTRACTOR under this Agreement infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. CONTRACTOR will indemnify and hold harmless the CITY against and from damages, costs, and reasonable attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) CONTRACTOR is promptly notified in writing of such claim or suit, (ii) CONTRACTOR will have the sole control of the defense and settlement thereof, and (iii) CITY furnishes CONTRACTOR, on reasonable request, information available to CITY for such defense. The CITY will not admit any such claim without prior consent of CONTRACTOR.

(a) In the event of a claim of infringement, CONTRACTOR shall, at its option:

1. procure for CITY the right to continue using the deliverables provided under this Agreement; or
2. replace or modify the deliverables so that the same becomes non-infringing but

substantially equivalent in functionality and performance.

3. If neither of the above actions is reasonably feasible, CONTRACTOR will refund to CITY the fee actually paid by CITY under the Agreement (as amortized on a straight-line basis over the time in which the CITY was able to use the deliverables).

(b) CONTRACTOR will have no obligation under this section for infringement if and to the extent that such claim arises from:

1. modification of the deliverables other than by CONTRACTOR or by its recommendation; or
2. combination of the deliverables with products other than those supplied by CONTRACTOR;
3. the alleged infringement or misappropriation relates to such modification or combination; and/or
4. the specifications or written direction of the CITY directs CONTRACTOR to construct, fabricate or otherwise provide the infringing deliverables, design, apparatus or, article, with CONTRACTOR's products, services, or work product.

(c) CONTRACTOR will also not have any indemnification obligation with respect to a claim: (i) if it has provided CITY with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by City within a reasonable time or (ii) arising out use of the deliverables not in accordance with this Agreement.

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

34. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

34.1 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.

35. FEDERAL AND STATE TAX

35.1 The CITY is exempt from payment of Florida State Sales and Use Tax. CONTRACTOR is not authorized to use the CITY's Tax Exemption Number.

36. PROTECTION OF PROPERTY

36.1 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.

37. E-VERIFY

37.1 Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

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

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 **UTILITY BILLING AND MAILING SERVICES AGREEMENT** on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **DATAPROSE, LLC**

By: William K. Murray
Print Name: William K. Murray
Title: CEO

[Corporate Seal]

STATE OF Texas)
COUNTY OF Dallas)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 9th day of March 2021, by William Murray, as the CEO [title] of DATAPROSE, LLC a limited liability company, who is personally known to me or who has produced Personally Known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Gabrielle Jefferson

Notary Public Signature
Notary Seal:

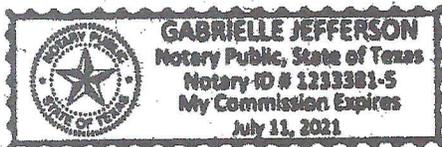


EXHIBIT "A"
Contractor's Rate Schedule
(pages 7 to 9)

RFP #21-203 UTILITY BILLING AND MAILING SERVICES
PRICE SHEET

Base Price

\$ 0.083 Unit price per statement, bill processed (including processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS)

\$ 0.003 Charge for additional bill inserts

No charge to set up this service, please refer to the attached Optional Services

Charge for Combined Bills

No charge to set up this service, please refer to the attached Optional Services Pricing for pricing structure.

\$ Pricing for pricing structure.

Average postage per piece, consider postal sort starting at 5-Digit

\$ 0.395

Rate as qualifies (realizing that cost will be estimated, provide best estimate per statement) Based on the lowest possible 5-digit zip code rate. Actual postage will apply. Rate includes IMB discount and recent USPS postage increase.

\$ Waived during implementation Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up. TBD Hours

\$ 125.00 Programming fee per hour for changes after initial set-up.

\$ 999.00 Charge for additional bill inserts
Fee for printing & folding - print 1 page, duplex, 8x10, grayscale, per 25,500

\$ 0.005 Charge for indexed PDFs of bills

\$ 0.478 **TOTAL** (Unit price, plus postage for a single page bill, including the bill form, DataProse standard outer and return envelope.)

OPTIONAL SERVICES PRICING:

Implementation/Utility Set-up	Waived	1 Time
Search & View Bill statement archive – includes 12 months of storage	\$0.005	Each
Additional inserts – cost to insert (newsletter, water quality report, buck slips, etc.)	\$0.003	Each
Additional Impressions	\$0.035	Each
Oversized bills (7-99 pages)	\$0.35	Each
- includes 9 x 12 envelope		
- for hand inserting of statements greater than 8 pages		
Oversized bills (100 + pages) includes envelope	\$4.00	Each
Bill Suppression	\$0.03	Each
API – DataProse Search&ViewBill API is a tool that allows clients already utilizing the S&V service or their eBill payment vendor, a back-end path to access PDFs from the DataProse system. This product is a connector service between the client application or website and the indexed billing cycle PDFs at DataProse.	\$75.00	Month
Additional programming – client requested/approved	\$125.00	Hour
NCOALink (Address Correction/Update)	\$0.20	Correction
Offline folding – for inserts provided by client that are not folded	\$0.005	Each
Special Handling – Overnight + FedEx charge	Cost	Each
Estimated Postage Cost / 1-3oz. Piece – Based on the lowest possible 5-digit zip code rate. Actual postage will apply.	\$0.395	Each

Postage Deposit

Permanent Postage Deposit (Based on two (2) months estimated volume: 25,500 x 2 = 51,000 x \$0.395: \$20,145.

DP-eBILL – ELECTRONIC DELIVERY

PRODUCT OVERVIEW:

DataProse provides several different electronic delivery products. This document describes the DataProse email delivery. This document does not include any Electronic Bill Presentment/Payment (EBPP) functionality. The email itself is delivered in html format and can be customized to include graphical content and variable data. This core product is intended to be one email template per application, but multiple templates may be set up at the fee structure defined below. There is a robust reporting module in support of all documents delivered electronically. This reporting includes information such as, when the documents are delivered, which email messages were returned as undeliverable, which email documents were opened, and more.

PRODUCT FEATURES:

DP-eBill – Email delivery with a link back to the original bill-payer invoice. This link and the source document are stored by DataProse and is made available seamlessly to the bill-payer.

PRODUCT IMPLEMENTATION TIMING:

Standard implementation time for one email template into our normal process is 2-3 weeks. Each additional email template can be added in the same 2-3-week time frame.

PRODUCT PRICING:

Description	Frequency	Fee	Frequency
Implementation (includes one email template) and Initial Setup		\$300.00	One Time
Annual License/Subscription Fee		Waived	Annually
Additional Email Template Setup		\$300.00	Per Email Template
Standard Email Transaction		\$0.07	Per Email

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: March 25, 2021

DEPARTMENT: Electric Utility

TITLE:

Resolution 06-2021 and Local Funding Agreement with the Florida Department of Transportation for Signalization & Street Lighting Improvements along Dixie Highway between Lake Avenue and Lucerne Avenue

SUMMARY:

Resolution 06-2021 and Local Funding Agreement (LFA) with the Florida Department of Transportation (FDOT) for Signalization & Street Lighting Improvements along Dixie Highway between Lake Avenue and Lucerne Avenue in the amount of \$44,443.

BACKGROUND AND JUSTIFICATION:

The FDOT completed a traffic and street lighting safety study along Dixie Highway between Lake Avenue and Lucerne Avenue. Results of the study indicated new traffic signalization and additional street lighting were required to improve both vehicular and pedestrian safety in the vicinity of the two intersections.

The FDOT is proposing to install new traffic signals, mast arms and additional street lighting at the cost of \$811,271. The City's cost share for the improvements is to fund the difference between the standard aluminum FDOT street lighting fixtures and the City's decorative street lighting fixtures in the amount of \$44,443. A Resolution and Local Funding Agreement accompany this staff report for approval and participation in this project. This staff report was originally approved by the City Commission on February 23rd 2021 however, this re-submission is to clarify and correct the funding source.

MOTION:

Move to approve/disapprove Resolution 06-2021 and Local Funding Agreement with the Florida Department of Transportation for Signalization & Street Lighting Improvements along Dixie Highway between Lake Avenue and Lucerne Avenue in the amount of \$44,443; to be funded by a rollover and transfer of excess funds totaling \$46,400: from the SIMS capital project adopted in FY2020

ATTACHMENT(S):

Fiscal Impact Analysis
FDOT Local Funding Agreement Dixie-Lake-Lucerne
Resolution No. 06-2021 for FDOT Local Funding Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$44,443	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	\$44,443	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: Request to rollover and transfer excess funds of \$46,400 in account 421-6031-531-63-00 from the SIMs capital project adopted in FY 2020 to fund this FDOT project in the amount of \$44,443 to account 421-6020-531-63.15.

Account Number	Account Description	Project Number	FY21 Budget Transfer	FY21 Project Balance	Agenda Expenditure	Project Balance
421-6020-531-63.15	Improve Other than Build/Infrastructure	EL 2123	\$44,443	-\$44,443	\$44,443	



NEW BUDGET (TRANSFER) REQUEST

(replaces Budget Appropriation Form)

Accounting Period:6	Accounting Month/Year:06/2021	Journal Entry:
---------------------	-------------------------------	----------------

DEPARTMENT:	DATE:
--------------------	--------------

(FROM)ACCOUNT # (Note 1)	ACCOUNT DESCRIPTION	AMOUNT
421-6031-531-63.00	Service/ Buildings (Transfer of excess funds)	(44,443.00)

(TO) ACCOUNT # (Note 1)	ACCOUNT DESCRIPTION	AMOUNT
421-6020-531-63.15	Improve Other than Build (Transfer of excess funds)	44,443.00

Explanation required: FY20 SIMS Project initially appropriated for \$50,000 of which only \$3,600 was used. The resubmitted Resolution 06-2021, Agenda Date March 25, 2021, approves the use of the excess funds from FY20 towards Signalization & Street Lighting Improvements along Dixie Highway in the amount of \$44,443

REQUESTED BY (Originator)	Title	Telephone Ext.
Print Name: Clyde Johnson, MPA	EU Administration	

Signature:

APPROVED BY DEPARTMENT DIRECTOR	Title	Telephone Ext.
Print Name: Walter Gill	Asst UT Director	

Signature:

APPROVED BY CITY MANAGER OFFICE	Title	Telephone Ext.
Print Name: N/A – Approved by Resolution		

Signature:

*** * * * FINANCE USE ONLY * * * ***

FINANCE APPROVED	Name: Yannick Ngendahayo	Date
Signature:		

FINANCE POSTED	Name	Date
Signature:		

Note 1: Account Master AAA-BBCC-DDD.EE.FF
 AAA and BB need to agree in “From Account #” and “To Account #” box
 Attach supporting documentation (i.e. resolution, ordinance, minutes, etc.).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this _____ day of _____, 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Lake Worth Beach located at 7 North Dixie Highway, Lake Worth Beach, FL 33460-3787, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the DEPARTMENT make certain improvements in connection with the DEPARTMENT's signalization and lighting improvement work along SR-805/Dixie Highway from Eastbound (EB) SR-802/Lake Avenue to Westbound (WB) SR-802/Lucerne Avenue in Palm Beach County, Florida. (Financial Management (FM) Number 441775-1-52-01, Funded in Fiscal Year 2021/2022); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work (FM No.: 441775-1-52-02): Construction (install) decorative lighting as set forth in **Exhibit A**, attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
4. The total cost for the Project and the DEPARTMENT's signalization and lighting improvement work along Dixie Highway, is estimated to be EIGHT HUNDRED ELEVEN THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND NO CENTS (\$811,217.00). The PARTICIPANT'S share for the Project is estimated to be FORTY FOUR THOUSAND FOUR HUNDRED FORTY THREE DOLLARS AND NO CENTS (\$44,443.00). In the

event the actual cost of the Project results in a decrease to the PARTICIPANT's share, the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the Project results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

- A. The PARTICIPANT agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of FORTY FOUR THOUSAND FOUR HUNDRED FORTY THREE DOLLARS AND NO CENTS (\$44,443.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM No. 441775-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 441775-1-52-02.

Payment shall be mailed to:
Florida Department of Transportation
Program Management Unit- Attention: Leos A. Kennedy, Jr.
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project # 441775-1-52-02.

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Kenneth Ward at 850-414-4886.

- B. The PARTICIPANT's share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the Department's work plus allowances is hereinafter defined as the "Total Accepted Bid". If the PARTICIPANT's share of the Accepted Bid for the Project plus allowances is in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the Total

Accepted Bid, whichever is earlier, so that the total deposit is equal to the Accepted Bid amount for the Project plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the Accepted Bid amount for the Project plus allowances are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.

- C. If the PARTICIPANT's share of the Accepted Bid for the Project plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT's share of the Accepted Bid amount plus allowances if such refund is requested by the PARTICIPANT in writing.
- D. Should Project modifications occur that increase the PARTICIPANT's cost for the Project, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual cost will exceed the PARTICIPANT's payment. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to *Section 55.03, F.S.* In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.
- E. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the resurfacing work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project and the Department's Improvement. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess

will be made by the DEPARTMENT to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

- F. In the event the final accounting of Project costs is greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
5. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
 6. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
 7. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 441775-1-52-02) is completed as evidenced by the written acceptance of the DEPARTMENT.
 8. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
 9. The PARTICIPANT/ Vendor/ Contractor:
 - (A) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT/ Vendor/Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
 10. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
 11. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no

modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Alexander Estrada, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Lake Worth Beach
7 N. Dixie Highway
Lake Worth Beach, FL 33460
Attn: Paul Nicholas
With a copy to: City Attorney

The remainder of this page is blank.

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

CITY OF LAKE WORTH BEACH, FLORIDA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Betty Resch, Mayor

BY: _____
STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

Deborah M. Andrea, City Clerk

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED:

BY: _____
Glen J. Torcivia, City Attorney

BY: _____
DISTRICT PROGRAM MGMT. ADMINISTRATOR

APPROVED FOR FINANCIAL
SUFFICIENCY

BY: _____
Bruce T. Miller, Financial Services Director

EXHIBIT A
SCOPE OF SERVICES
FM# 441775-1-52-02

The scope of work performed on behalf of the City of Lake Worth Beach is detailed below. The City will be contributing funds for the difference in cost between the Department's standard item and the decorative items that typical for the City.

Lighting:

- Construction (Install) decorative light pole

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

RESOLUTION NO. 06-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE LOCALLY FUNDED AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SR-802 (NORTH DIXIE HIGHWAY) SIGNALIZATION AND LIGHTING IMPROVEMENTS PROJECT; AUTHORIZING THE EXPENDITURE OF \$44,443 AS THE CITY'S SHARE OF THE PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND, FOR OTHER PURPOSES.

WHEREAS, the Florida Department of Transportation ("FDOT") desires to make signalization and street lighting improvements related to SR-805/Dixie Highway from Eastbound SR-802/Lake Avenue to Westbound SR-802/Lucerne Avenue (FDOT Financial Management Number 441775-1-52-01); and

WHEREAS, the City requested that FDOT include decorative lighting as part of FDOT's improvements at the City's cost; and

WHEREAS, FDOT has prepared the Locally Funded Agreement in order to set forth the terms and conditions of FDOT's improvements including the City's request for decorative lighting and the City's funding for the same ("Agreement"); and

WHEREAS, the City finds entering the Agreement with FDOT serves a valid public purpose.

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

SECTION 1: The foregoing recitals are incorporated into this Resolution as true and correct statements and are incorporated herein.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the Agreement with FDOT.

SECTION 3: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the City's expenditure of Forty-Four Thousand, Four Hundred Forty-Three Dollars (\$44,443) as the City's cost for the decorative lighting to be installed by FDOT under the Agreement. The City's City Manager is authorized to expend additional City funds necessary to accomplish the desired decorative lighting as may be required by FDOT under the Agreement.

SECTION 4: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the Mayor to execute the Agreement with FDOT and all related documents for this stated purpose.

47 SECTION 5: Upon execution of this Resolution, one copy shall be forwarded to FDOT
48 along with the executed Agreement. The fully executed original of this Resolution shall
49 be maintained by the City Clerk as a public record of the City.

50
51 SECTION 6: This Resolution shall become effective upon adoption.

52
53 The passage of this resolution was moved by Commissioner
54 _____, seconded by Commissioner _____, and upon being
55 put to a vote, the vote was as follows:

56 Mayor Pam Triolo
57 Vice Mayor Andy Amoroso
58 Commissioner Scott Maxwell
59 Commissioner Herman Robinson
60 Commissioner Carla Blockson

61
62 The Mayor thereupon declared this resolution duly passed and adopted on the ____
63 day of _____, 2021.

64 LAKE WORTH BEACH CITY COMMISSION

65
66
67 By: _____
68 Pam Triolo, Mayor
69

70 ATTEST:
71
72 _____
73 Deborah M. Andrea, CMC, City Clerk
74

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: March 25, 2021

DEPARTMENT: Electric Utility

TITLE:

Task Order No.3 with Power Engineers, Inc., to provide engineering design and construction services for the new 138kV Canal Switchyard

SUMMARY:

This Task Order No. 3 authorizes Power Engineers Inc., to complete engineering design and construction package for the new 138kV Canal Switchyard and ancillary components in the amount not to exceed \$1,138,439.

BACKGROUND AND JUSTIFICATION:

The City previously issued a Request for Qualifications (RFQ 18-302) to provide letters of interest and Professional Qualifications from consulting firms to develop alternatives for the City that improve electric transmission system reliability and electric supply economics. Power Engineers Inc., was selected under RFQ 18-302, Electric Transmission and Generation Options, to provide professional services.

On, December 13th, 2018, the City Commission approved Task Order No. 2 to Power Engineers to evaluate options for a second 138kV Transmission Tie-Line to the Florida Power & Light ("FPL") electric transmission system. Power Engineers evaluated several conceptual options and routes to bring an additional electric high voltage transmission tie-line to the City. The initial conceptual study yielded a proposed route for the new 138kV tie-line along the existing tie line route, to be comprised of underground and overhead segments, from the City's Hypoluxo switching station to the City's main transmission yard on College Street.

Ensuing discussions with FPL in regards to alternative tie line routing options resulted in an agreement with FPL to provide a connection between the City's electric transmission system to the FPL electric transmission system at the City's Canal Substation on Davis Road. The agreement with FPL involves City constructing and owning a new 138kV switching station at the City's existing Canal Substation site to provide a point of interconnection to the FPL electric transmission system. FPL will build, own, and operate the extension of their electric transmission system to the Canal Substation switching station. The project benefits to City by partnering with FPL to construct the second tie-line to the Canal Substation is an estimated to be a \$16 million dollar net benefit to the City.

Design and construction for the City's new 138kV switching station will consist of a 4-breaker ring bus, electric measurement devices, relay protection and communications equipment, control house, installation and replacement of the existing overhead protection ground wire (OPGW) with a new OPGW that will provide both grounding and fiber optic communication capabilities, and installation of several new transmission poles at the Canal Substation.

Construction of the new interconnection at the Canal Substation will provide the City an additional source of 138kV electric power from the FPL electric transmission system, will provide greater reliability of service to our customers, and will reduce the City's tie-line construction

costs. The time-line for design and construction is approximately 18 months with a targeted in-service date of December 2022. The costs associated with this Task Order No. 3 are not to exceed \$1,138,439.

MOTION:

Move to approve/disapprove Task Order No. 3 to Power Engineers, Inc., to complete the engineering design and construction package for the new 138kV Canal Switchyard not to exceed \$1,138,439.

ATTACHMENT(S):

Fiscal Impact Analysis
 Power Engineers Task Order No.3 – 138kV Canal Switch Yard Design

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$1,138,439	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	\$1,138,439	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. 421-6034-531-63.16, Project No. SH2001.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.16	Improve Other than Build / Infrastructure	SH2001	\$11,000,000	\$10,948,435	\$1,138,439	\$9,809,996

TASK ORDER NO. 3

Design Services – 138kV Canal Switchyard

THIS TASK ORDER ("Task Order") is made on _____, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Power Engineers, 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: Engineering and design services for a new 138kV Canal Switchyard. (the "Project"). The Project is described in the consultant's proposal, dated March 4th, 2021, 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 548 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 Time and Expense, not to exceed amount of \$ 1,138,439. 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 Ivette Sanchez, phone: 407-341-6907; email: ivette.sanchez@powereng.com; and, the Project Manager on behalf of the City is Carl Turner, P.E.; with the Florida Municipal Power Agency, phone: 321-239-1054; email: Carl.Turner@fmpa.com; and the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: Pnicholas@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 Limitation of Liability

The City agrees to limit CONSULTANT's liability, to the City and to those under contract with the City to perform the work under the scope of the Project, for insurable events arising from the CONSULTANT's performance under this Task Order to Two Million Five Hundred Thousand Dollars (\$2,500,000.00). Except for the CONSULTANT's agreement and obligation to indemnify and hold harmless under the Agreement, the CONSULTANT's liability for non-insurable events including breach of contract shall not exceed \$1,138,439

under the proposed Task Order for this project.

8.0 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 for Electric Transmission and Generation Options between the City of Lake Worth and the Consultant, dated May 1st, 2018 ("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.

9.0 Confidentiality

The information provided to the Consultant under this Task Order by the City will contain proprietary business information, trade secret information and information that is otherwise confidential and/or exempt from public disclosure under Florida law. Accordingly, the Consultant shall keep confidential, and shall not disseminate to any third party or use for any purpose other than the performance of this Task Order (except with the written authorization from the City), any information received from the City arising from or related to the performance of this Task Order. If Consultant receives a request and/or legal process to disclose any City information, the Consultant shall promptly notify the City and provide the City an opportunity to take appropriate action to address the request and/or legal process.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order 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: Power Engineers, Inc.

[Corporate Seal]

By: _____
Print Name: **Alan Sowell**
Title: _____
Digitally signed by Alan Sowell
DN: C=US,
E=alan.sowell@powereng.com,
O=POWER Engineers, Inc.,
OU=VP Project Management,
CN=Alan Sowell
Date: 2021.03.05 13:24:04-05'00'

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 5 day of March, 2021, by Alan Sowell, who was physically present, as VP Project Management (title), of Power Engineers, 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

Lizette Martinez
Print Name: Lizette Martinez
My commission expires: 07-27-23



Exhibit 1
(Consultants Proposal)



POWER ENGINEERS, INC.
1060 MAITLAND CENTER COMMONS
SUITE 110
ORLANDO, FL 32751 USA

PHONE 207-869-1200
FAX 207-869-1299

March 04, 2021

Paul Nicholas
Engineering Manager - Special Projects
City of Lake Worth Beach
1900 2nd Avenue North
Lake Worth Beach, FL 33461

Subject: New 138kV Canal Switchyard Substation Proposal – Revised

Dear Mr. Nicholas:

We are pleased to provide you with our proposal to City of Lake Worth Beach (CLWB) to provide design and engineering services for your upcoming Canal four (4) breaker ring bus 138 kV switchyard substation project. We have revised our proposal submitted on February 26, 2021, based on CLWB feedback obtained during our conference call on March 3, 2021.

The proposal revisions entail the inclusion of the physical substation design including material and construction specifications, material purchasing support and pertinent protection and control for only the 138kV rated portion of the future Distribution switchyard.

POWER's proposed pricing for this project is outlined in tabular form later in this proposal. Pricing provided is predicated on a time and materials approach with billing rates governed by our existing POWER's Electric Transmission and Generation Options Services Agreement (RFQ No. 18-302) with City of Lake Worth Beach.

If you have any questions, please contact me at 407-341-6907. Our team is available to meet with you anytime to discuss our approach and proposal in detail. Thank you once again for this opportunity to work with City of Lake Worth Beach.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ivette Sanchez".

Ivette Sanchez, PMP
Project Manager

NEW 138KV CANAL SWITCHYARD WORK PLAN

PROJECT DESCRIPTION

Provide engineering services for the following projects:

Substation Engineering:

- New Canal four (4) breaker ring bus 138kV switchyard.
 - Site preparation design (to include area of Canal Distribution Station).
 - Environmental permitting (to include area of Canal Distribution Station).
 - Site permitting (to include area of Canal Distribution Station).
 - Physical substation design including material and construction specifications and material purchasing support.
 - Substation protection and control design.
 - Relay settings.
 - SCADA Integration.
 - Engineering support during construction.
 - Record drawings and project closeout.
- New 138kV/25kV Distribution switchyard.
 - Physical substation design including material and construction specifications and material purchasing support for only the 138kV rated portion of the switchyard. This includes two dead-end towers, (4) 138kV breakers and associated disconnect switches, (1) 138kV bus disconnect switch, and 138kV bus and associated equipment
 - Grounding, conduit, control enclosure, lightning protection designs are not included in this scope of work.
 - Substation protection and control design for one (1) 138kV bus protection scheme. Transformer protection and 25kV equipment protection is not included in this scope.
- Addition of fiber shielding wire to Canal-Main and Main-Hypoluxo transmission lines.
 - Substation conduit design for new fiber.
 - Fiber splice enclosure design.
 - Relay settings.

Transmission Line Engineering: OPGW Install

- Replace the existing 7 No. 8 Alumoweld shield with new OPGW (fiber count pending) from Main to Canal and Main to Hypoluxo.
 - The Main to Canal section will go under I-95 via existing underground conduit.
 - The Main to Hypoluxo section will cross over I-95.
- Coordinate with the CLWB to determine a minimum fiber optic count for design and coordinate with OPGW supplier(s) to design a cable with similar properties as the existing 7 No. 8 Alumoweld shield wire.
- This proposal assumes all existing structures will have adequate capacity to support the new OPGW.
- Structure modifications and/or replacements designs are not part of the scope of this proposal.
- Evaluate the clearance between the existing transmission conductor and the OPGW.
- Develop a reduced construction package to support the information required to install the new OPGW.
- Develop an OPGW material bid specification based on industry standards.

Transmission Line Engineering: Line Reroute

- Relocate the existing Main-Canal 138kV Transmission line starting at existing structure 3/7 into the new Canal 138kV Transmission Switchyard.
 - Four (4) new direct embed concrete poles to be installed.
- Design two (2) new transmission tie lines from the new Canal transmission switchyard to the existing Canal distribution substation.
 - One (1) new direct embed concrete pole to be installed.
 - The south tie line with be strain bus (i.e. no poles required)
- Provide support to coordinate with FPL for two (2) new 138kV transmission lines into the new Canal transmission switchyard.
- Provide support to coordination with POWER/CLWB distribution for all under-built distribution lines impacting new transmission line designs
- Develop complete construction packages to support the new tie lines and line re-route.
- Development of hardware material specifications are not part of the scope of this proposal.
 - Hardware assembly drawings will be created specifying vendor part numbers and quantities.
- Develop a concrete pole specification based on industry standards and the Rural Utility Service guidelines.

PROJECT MILESTONES

The following milestones have been proposed for this project:

MILESTONE	DATE
Begin Detailed Design	3/22/2021
Substation Site Development Package (Issued For Permitting) (Substation Physical 30%)	6/4/2021
Permitting Complete (Assuming 6 Months, Allows for 2 months of float)	12/3/2021
Major Substation Equipment Procurement (Bid)	5/3/2021
Major Substation Equipment Procurement (Award date)	6/7/2021
Substation Physical 60% IFR	7/12/2021
Substation Physical 100% IFC	8/9/2021
T-Line Concrete Pole & OPGW Procurement (Bid)	7/12/2021
T-Line Concrete Pole & OPGW Procurement (Award)	8/16/2021
T-Line 90% IFB Package	8/23/2021
T-Line & Substation Construction Bids (Bid)	9/6/2021
T-Line & Substation Construction Bids (Award)	Dec 2021
Substation P&C Design 60% IFR (Schematics)	7/30/2021
Substation P&C Design 90% IFR (Wiring & Connection Diagrams)	10/8/2021
Substation P&C Design 100% IFC	11/19/2021
T-Line 100% IFC Package	12/6/2021
Start Substation Construction	2/1/2022
Substation Construction Complete	9/1/2022

POWER'S WORK PLAN FOR THIS PROJECT

This section presents our work plan prepared specifically for your project. Our work plan does the following:

- Defines the scope of work so you know exactly what we intend to do.
- Lists the deliverables that you will receive.
- Identifies your key project concerns and our proposed solutions.
- Serves as a ready-made project control system when the project begins.
- Becomes the foundation for project scheduling and budgeting throughout the project life.

A BASIS FOR PROJECT REPORTING

With this work plan, we can track tasks, subtasks and deliverables throughout the life of the project. Project status reports and project review checklists assist us in communicating and coordinating internally throughout the project.

CLWB AND POWER REVIEW

We invite you to review and revise this document with us before the project starts. This joint review will provide optimum coordination among all involved parties as the project progresses.

TASK OUTLINE

Task 0 Project Management

Subtask 0.1 Project Supervision and Control

Task 1 Substation Initiation

Subtask 1.1 Data Acquisition
 1.2 One-Line Diagram
 1.3 General Arrangement Plan
 1.4 Design Criteria
 1.5 Preliminary Package Design Review
 1.6 CLWB Review Preliminary Design
 1.7 Geotechnical Report
 1.8 Soil Resistivity Report
 1.9 Topographic Survey
 1.10 Permitting Support
 1.11 Drawing Re-creation

Task 2 Major Equipment Specifications

Subtask 2.1 Technical Specifications
 2.2 Equipment Purchase Recommendations
 2.3 Submittal Review
 2.4 Factory Test Report Review

Task 3 Physical Design

Subtask 3.1 Plans and Sections
 3.2 Grounding and Fence
 3.3 Conduit and Cable Trench
 3.4 Conduit and Cable Schedule
 3.5 Lightning Protection Design
 3.6 Physical Design Review
 3.7 Supporting Documentation

Task 4 Civil/Structural Design

Subtask 4.1 Site Preparation
 4.2 Foundation Design
 4.3 Structure Design
 4.4 Oil Containment Requirements
 4.5 Civil/Structural Design Review
 4.6 Access Road Design
 4.7 Landscape Plan
 4.8 SWPPP Plan/Civil Permitting
 4.9 Aesthetic Design
 4.10 Audible Noise Characterization and Mitigation

Task 5 Control and Relaying Schematics

Subtask 5.1 Protective Relaying One-Line Diagram
 5.2 Three-Line Diagrams
 5.3 Protective Relaying Schematics

- 5.4 Breaker Schematics
- 5.5 Alarm Schematic
- 5.6 SCADA and Automation
- 5.7 Protective Relaying Design Review

Task 6 Wiring Diagrams

- Subtask 6.1 Switchboard Panel Layout
- 6.2 Switchboard Panel Wiring
- 6.3 Outdoor Equipment Wiring
- 6.4 RTU Wiring
- 6.5 Communications Interface
- 6.6 Wiring Diagram Design Review
- 6.7 Supporting Documentation

Task 7 Protective Relay Settings & Studies

- Subtask 7.1 Data Acquisition
- 7.2 Short Circuit Study
- 7.3 Project Studies
- 7.4 SCADA Integration
- 7.5 Protective Relaying Criteria
- 7.6 Protective Relay Settings
- 7.7 Relay Test Procedures
- 7.8 Commissioning Support

Task 8 Control Building

- Subtask 8.1 Control Equipment Enclosure Plan and Sections
- 8.2 AC Station Service
- 8.3 DC Station Service
- 8.4 Control Building Lighting & HVAC
- 8.5 Supporting Documentation

Task 9 Pre-Construction Activities

- Subtask 9.1 Construction Specification
- 9.2 Bid Unit Schedule
- 9.3 Construction Bid Package
- 9.4 Contractor Selection Activities

Task 10 Construction Activities

- Subtask 10.1 "Issued for Construction" Documents
- 10.2 Pre-Construction Meeting
- 10.3 Engineering Support during Construction

Task 11 Post-Construction Activities

- Subtask 11.1 Record Drawings
- 11.2 Project Close-Out Documentation
- 11.3 Lessons-Learned Review

Task 12 Commissioning

- Subtask 12.1 Substation Commissioning Procedures
- 12.2 Substation Commissioning

- 12.3 Substation Energization
- 12.4 Final Commissioning Report

Task 13 T-Line Pre-Design Activities

- Subtask 13.1 Data Acquisition
- 13.2 Design Criteria

Task 14 T-Line Field Activities

- Subtask 14.1 Line Survey: Conventional
- 14.2 Structure Staking/Field Review
- 14.3 Geotechnical Evaluation

Task 15 T-Line Right of Way Activities

- Subtask 15.1 Easement Requirements

Task 16 T-Line Permitting Activities

- Subtask 16.1 Crossing Permits

Task 17 T-Line Design

- Subtask 17.1 PLS-CADD* Line Modeling
- 17.2 Conductor Design
- 17.3 Structure Design
- 17.4 Foundation Design
- 17.5 Design Review and Documentation
- 17.6 Project Coordination Meetings

Task 18 T-Line Material Procurement

- Subtask 18.1 Material List
- 18.2 Long-Lead Material
- 18.3 Miscellaneous Material

Task 19 T-Line Construction Drawings

- Subtask 19.1 Plan and Profile Drawings
- 19.2 Structure Drawings
- 19.3 Foundation Drawings
- 19.4 Clearing Drawings
- 19.5 Supplemental Drawings

Task 20 T-Line Quality Assurance

- Subtask 20.1 PLS-CADD Model Review
- 20.2 Procurement Review
- 20.3 Structural Design Review
- 20.4 Construction Package Review

* PLS-CADD, PLS-POLE and TOWER are trademark products of Power Line Systems, Inc.®

Task 21 T-Line Pre-Construction Activities

- Subtask 21.1 Construction Specifications
- 21.2 Bid Unit Schedule
- 21.3 Construction Bid Package
- 21.4 Contractor Selection Activities

Task 22 T-Line Construction Activities

- Subtask 22.1 “Issued For Construction” Documents
- 22.2 Pre-Construction Meeting
- 22.3 Engineering Support During Construction

Task 23 T-Line Post-Construction Activities

- Subtask 23.1 Record Drawings

TASK 0

PROJECT MANAGEMENT

Objective(s):

- To manage POWER's scope of services per City of Lake Worth Beach (CLWB)'s expectations and POWER's procedures.
- To coordinate with CLWB and to direct the smooth flow of project communications.
- To manage the work plan, schedule, and budgets for on-time completion of the project within approved parameters.

Prerequisite(s):

- Purchase Order (P.O.)
- Notice to Proceed

SUBTASK 0.1 PROJECT SUPERVISION AND CONTROL

Responsibility: POWER

Deliverable(s):

- Supervision Management

Communicate, supervise and coordinate project participants (within POWER's purview) to complete all tasks and activities as outlined in the approved scope of work. Establish and maintain with CLWB the project schedule for engineering related tasks. Track deliverables progress and completion relative to schedule. Monitor the work and budget and document work scope variances, if there are any, for CLWB's review. Prepare a Monthly Status Report to be attached to the Monthly Invoice which will summarize the status of deliverables, schedule and cost. Summarize the work performed in the reported billing period as well as work expected to be performed in the next billing period. Address problems, risks, trends and/or delays and the actions being taken to bring those areas back on schedule or budget.

Direct and coordinate POWER's project team with emphasis on:

- Compliance with CLWB's stated procedures and standards
- Adherence to budget, scope, and schedule
- Compliance with the Project Procedures and Design Criteria
- Adherence to POWER's Quality Control and Quality Assurance procedures.

Assumption(s):

- Project duration of 18 months (3/2021 through 9/2022).
- Budget includes project team members' attendance at one (1) hour project progress bi-weekly conference calls for the duration of the project.
- Meeting agendas and notes will be prepared to run meetings effectively.

TASK 1

SUBSTATION INITIATION

Objective(s):

- To prepare the Preliminary Design Package and develop the Design Criteria that will serve as the basis for detailed design.

Prerequisite(s):

- Purchase Order (P.O.)
- Notice To Proceed

SUBTASK 1.1 DATA ACQUISITION

Responsibility: POWER/CLWB

Deliverable(s):

- Data Requests
- Meeting Minutes

Schedule and attend a project initiation meeting in CLWB's office to gather and review available project data. Interview key CLWB engineering, operations, and maintenance personnel to determine key concerns to be addressed during the design. Conduct a project site visit to identify existing features and conditions that will be considered in the design. Forward data requests and a proposed meeting agenda sufficiently in advance to allow CLWB to gather requested data and prepare for the meeting. Summarize the meeting minutes and route copies to all concerned parties for review.

Review existing studies and reports and conduct additional research as required to identify and confirm the design requirements. Coordinate with CLWB to ensure compatibility with the existing system

Gather information required for preliminary engineering. Include the following:

- Meteorological information
- Existing reports or studies concerning the project
- CLWB's preferred materials and designs
- CLWB operating constraints and practices that may affect the project design
- Any additional information that will aid in design
- CLWB and agency specifications and requirements
- Project maps
- Environmental data

Review, organize and file the information for use by POWER's project team.

Assumption(s):

- CLWB will provide a survey of the property associated with Canal distribution substation including siting of all the transmission and distribution line poles and top and bottom wire elevations of these lines.
- CLWB will provide a topographic map of the Canal distribution property.
- CLWB will provide soil resistivity data association with the Canal distribution property.
- CLWB will provide geotechnical information associated with the Canal distribution property.
- Preliminary engineering including one lines, substation layouts, and initial transmission line routing was provided under another project.

SUBTASK 1.2 ONE-LINE DIAGRAM**Responsibility:** POWER**Deliverable(s):**

- One-Line Diagram

Prepare the One-Line Diagram for the substation. Illustrate the general bus arrangement, interconnection of relaying, metering, relaying communications, transformers, circuit breakers, and other devices. Determine metering and relaying locations and requirements and indicate such on the drawing by the location of the instrument transformers. Identify major equipment ratings on the drawing.

Assumption(s):

- The details of the protective relaying schemes will be fully developed under the Protective Relaying One-Line Diagram subtask.
- Preliminary engineering of the one lines was completed under another project.

SUBTASK 1.3 GENERAL ARRANGEMENT PLAN**Responsibility:** POWER**Deliverable(s):**

- General Arrangement Plan

Prepare the General Arrangement Plan. Depict the physical bus arrangement and configuration, line entries and exits, transformer, circuit breaker and switch locations, cable trench location, access roads, substation baselines and control building location. Identify and note bus connections and phasing on the drawing.

Assumption(s):

- Preliminary engineering of the general layout was completed under another project.

SUBTASK 1.4 DESIGN CRITERIA

Responsibility: POWER

Deliverable(s):

- Design Criteria Document

Review available data, and compile and issue the Design Criteria for CLWB's review, revision and approval. Summarize proposed analysis and design procedures and criteria. Include the following:

- | | |
|-------------------------|-----------------------|
| • General Description | • Grounding |
| • Site Criteria | • Conductor |
| • Controlling Codes | • Bus |
| • Access Requirements | • Insulation |
| • Electrical Loading | • Shielding |
| • Mechanical Loading | • Material Types |
| • Major Equipment | • Foundations |
| • Electrical Clearances | • Surfacing |
| • Drainage | • Operating Voltages |
| • Control House | • SCADA |
| • Communications | • Substation Lighting |
| • Metering | • DC Station Service |
| • AC Station Service | • Substation Layout |
| • Number of Terminals | • Relaying |
| • Structures | • Reclosing |

The scope and content of this document, as approved by CLWB, will serve as the basis for the detailed design engineering.

Assumption(s):

- POWER's standard design criteria document will be completed and submitted to CLWB for review.

SUBTASK 1.5 PRELIMINARY PACKAGE DESIGN REVIEW

Responsibility: POWER

Deliverable(s):

- Preliminary Design Package

Assemble a complete set of all preliminary design drawings and documents and all supporting data. Perform a detailed independent review of all documents to be included in the Preliminary Design Package. Address each of the reviewer's comments and incorporate changes into the drawings and documents as appropriate.

Assumption(s):

- Preliminary engineering of the design review was completed under another project.

SUBTASK 1.6 CLWB REVIEW PRELIMINARY DESIGN

Responsibility: POWER

Deliverable(s):

- CLWB-Approved Preliminary Design Package

Schedule and attend a meeting at CLWB's office to review the Preliminary Design materials. Provide the One-Line Diagram, General Arrangement Plan, and Design Criteria one week in advance of the meeting to allow for CLWB review. Incorporate changes requested by CLWB that are in conformance with the scope of work contained in this Work Plan.

Secure CLWB approval of the Preliminary Design package. Final design will be based on the agreement reached during this review process. Summarize the meeting minutes and route copies to all concerned parties for review.

Assumption(s):

- Ongoing phone conferences have been provided to discuss the preliminary design. Final acceptance by CLWB of the preliminary one lines, general arrangement, and transmission line routing to be provided prior to start of detailed engineering.

SUBTASK 1.7 GEOTECHNICAL REPORT

Responsibility: CLWB

Deliverable(s):

- Geotechnical Specification
- Geotechnical Report

Specifications for the geotechnical field evaluation and soil analysis shall contain detailed soil data for the design of the structure footings/foundations for the substation. The geotechnical report shall include consideration of axial capacity, lateral load resistance, settlement, and corrosion due to soil conditions and shall develop recommendations for the foundation design parameters. A boring plan detailing the location of the required borings shall be provided. Quantities and depths of borings including field and laboratory sampling and testing procedures in general accordance with ASTM procedures.

Local drilling and laboratory firms shall be identified. Obtain quotations, and select, subcontract, and schedule a local drilling subcontractor and soils laboratory subcontractor.

CLWB to review the geotechnical report submitted by the hired subcontractor for adherence to the geotechnical specification. File geotechnical report for use by POWER's project team.

Assumption(s):

- CLWB will provide access to the site for the soil testing contractor.
- CLWB will issue Purchase Order (P.O.) to the soil testing contractor.

SUBTASK 1.8 SOIL RESISTIVITY REPORT

Responsibility: CLWB

Deliverable(s):

- Soil Resistivity Specification
- Soil Resistivity Report

Perform field resistivity tests at the substation site. Determine ground resistance parameters representative of the major soil type encountered. Note the weather and soil conditions that could affect the ground resistivity at the time the readings were taken. Evaluate the field resistivity data and develop resistivity profile for each test location. Incorporate the analysis of the field data into the design of the grounding for the station.

Assumption(s):

- CLWB will provide all data for the soil resistivity testing.

SUBTASK 1.9 TOPOGRAPHIC SURVEY

Responsibility: CLWB

Deliverable(s):

- Topographic Survey Data

Perform a topographical survey of the substation site. Define the existing contours using a grid system based on the precision required for final grade. Represent the results of the survey on a map with 1-foot contour intervals.

Establish the baseline monuments and gather all planimetric data within the impact zone of the substation. Locate section and/or quarter corners and property corners that lie within or adjacent to the site and can be located after a reasonable search. Monument property corners for use by construction contractor in establishing locations for construction.

Field inspect and inventory existing facilities and equipment to gather reliable data for inclusion in the final design. Tabulate the data on existing facilities that may be included in the final design and include pertinent information such as manufacturer, model and rating.

Plot and identify the substation baselines and baseline monuments. Show all planimetric features within the substation impact zone. Include the location of roads, fences, trees, drainage features, railroads, canals, buildings, foundation remains, existing power and/or communication lines (all structures), rock outcrops, rock slides, swamps, rivers, and other permanent features.

Assumption(s):

- CLWB will provide files of the topographic survey in AutoCAD format.

SUBTASK 1.10 PERMITTING SUPPORT

Responsibility: POWER

Deliverable(s):

- Permit Applications
- Permit Authorizations from applicable Agencies

Provide CLWB the required support to acquire the necessary permits to complete the project.

Contact the applicable county/city/government agency to determine the required permits for the project. Identify the necessary support information required to submit the permit application. Collect or develop the necessary support information, complete the permit application, and submit to the appropriate agency.

Follow up with the city/county/government agency to confirm that the permit application has been received and is being processed.

Anticipated permits that will be required include:

- South Florida Water Management District – Environment Resource Management Permit;
- Palm Beach County – Building Permit;
- CLWB Drainage District – Notification and Concurrence of Development

Assumption(s):

- Any applicable Application and/or Permit Fees for the above listed agencies will be remitted by CLWB.
- No wetland permit(s), Threatened and Endangered Species or Migratory Birds Review will be required.
- Attendance in any public meetings to support the permit approval process is not included within this scope.
- No trips to visit city/county/government agency are anticipated.
- POWER will address two (2) rounds of review and comments from the Permitting Agencies if needed.

SUBTASK 1.11 DRAWING RE-CREATION

Responsibility: POWER

Deliverable(s):

- Vector Drawings

Identify which existing drawings are not in vector format. Determine which drawings would provide sufficient benefit to support the cost of redrawing and submit this list to CLWB for review. Through discussions with CLWB, determine which drawings will be redrawn and submit a change request notification to complete this additional work.

Create combination vector/raster drawings from the original paper or mylar drawings. Create the drawings in AutoCAD® format. Scan the original drawings into a tif/cit format and insert into the correct project border. Update the drawing title blocks with the pertinent information and make minor modification to the raster file to give the drawing a clean appearance.

- **Note:** This task does not address the technical verification of the design details represented on the drawings.

Assumption(s):

- If during the course of the project, it is determined that drawings need to be redrawn; POWER will submit a change order notification to document the additional cost. (This should only affect the Main substation)

TASK 2

MAJOR EQUIPMENT SPECIFICATIONS

Objective(s):

- To support CLWB in purchasing major long-lead-time equipment and materials.

Prerequisite(s):

- CLWB approved Preliminary Design Package

SUBTASK 2.1 TECHNICAL SPECIFICATIONS

Responsibility: POWER

Deliverable(s):

- Material and Equipment Specifications

Develop Technical Specifications for each piece of major equipment identified based on the CLWB approved Design Criteria. Specify design, performance requirements, fabrication and manufacturing requirements, operational and maintenance features, field service engineer requirements, warranty, assembly drawings, compliance submittals, protective coating, and shipping and delivery by the manufacturer. Develop an equipment-specific list of qualified vendors.

Assumption(s):

- CLWB will provide a list of equipment currently under blanket contracts.
- Technical specifications will be developed for the following:

- | | |
|--------------------------------|---|
| > Circuit Breakers | > Steel Structures Design and Fabrication |
| > Disconnect Switches | > Circuit Switcher |
| > CVTs | > Battery Charger & Batteries |
| > Control Building | > Line Trap |
| > Control Panels | > Metering Units |
| > Station Service Transformers | > SCADA RTU |

SUBTASK 2.2 EQUIPMENT PURCHASE RECOMMENDATIONS

Responsibility: POWER

Deliverable(s):

- Material and Equipment Purchase Recommendations

Review and evaluate manufacturer/vendor, material and equipment proposals. Evaluate proposals according to requirements as outlined in the Technical Specifications. Request bid clarifications from vendors as

required to thoroughly evaluate proposals. Prepare purchase recommendations based on compliance to the specifications and other factors that could contribute to the quality and delivery of the material or equipment. Compile evaluation criteria in spreadsheet form. Include analysis and data generated as part of the review.

Assumption(s):

- Purchase recommendations will be provided for material and equipment specified in the Technical Specifications subtask.

SUBTASK 2.3 SUBMITTAL REVIEW

Responsibility: POWER

Deliverable(s):

- Review of Approval Drawings
- Review of Data Submittals

Review the Manufacturer's Approval Drawings and Data Submittals. Verify manufacturer compliance with the technical specifications, outline drawings, and technical submittals. To expedite delivery, return Approval Drawings directly to the manufacturer and copies of the Approval Drawings to CLWB.

Provide additional information for the vendor as needed to clarify specifications. Provide technical support to CLWB during manufacture. Compare the technical specifications with vendor information and identify known problems that may arise during installation. Coordinate the resolution of any problems associated with the equipment during installation.

Assumption(s):

- Review of submittals will be provided for materials and equipment specified in the Technical Specifications subtask.

SUBTASK 2.4 FACTORY TEST REPORT REVIEW

Responsibility: POWER

Deliverable(s):

- Review of Factory Test Reports

Review Equipment Test Reports prior to installation. Verify that the equipment is performing as specified in the Technical Specifications, based on manufacturer's test results, and that all required tests have been performed.

Provide for design personnel to witness factory testing of equipment at CLWB's request. Prepare a trip report on the results of the testing and resolution of any problems found.

Assumption(s):

- Review of test reports will be provided for materials and equipment specified in the Technical Specifications subtask.
- Witnessing factory testing will be provided on a time-and-expense basis and not included in this proposal.

TASK 3

PHYSICAL DESIGN

Objective(s):

- To develop a functional, reliable, and cost-effective design for the physical portion of the substation.

Prerequisite(s):

- CLWB approved Preliminary Design Package
- Information from the Data Acquisition subtask

SUBTASK 3.1 PLANS AND SECTIONS

Responsibility: POWER

Deliverable(s):

- Station Plan Drawing
- Section and Elevation Drawings
- Miscellaneous Detail Drawings
- Rigid Bus Calculations
- Flex Bus Calculations

Layout and design the Substation Plan. Prepare a detailed overhead view of the bus arrangement. Show all buses, insulator locations, equipment (transformers, switches, circuit breakers, etc.), structures, control building, and auxiliary equipment.

Prepare the Elevation and Section Drawings. Show the equipment, structures, rigid bus, flexible buswork, and connections to scale for the station. Locate and uniquely identify material and hardware. Expand significant details for clarity. Dimension critical clearances and other special concerns. Show adequate detail to accomplish construction and to support maintenance. Incorporate a drawing-specific legend and notes.

Perform necessary bus calculations to determine maximum bus spans based on the environmental conditions, bus size and insulator type outlined in the design criteria.

Assumption(s):

- 138kV portion of the New Canal Distribution switchyard up to but not including the 138/25kV transformers is included in this proposal.

SUBTASK 3.2 GROUNDING AND FENCE

Responsibility: POWER

Deliverable(s):

- Grounding and Fence Plan Drawing
- Grounding and Fence Details Drawings
- Grounding Analysis Report based on IEEE Std 80

Perform grounding system analysis within the area enclosed by the grounding system out to four (4) feet beyond the substation fence and any outward opening gates, based on the provided layout, fault and soil resistivity data. Grounding calculations will be performed using a computer model and design software package and based on IEEE Std 80 requirements. Produce a grounding analysis report in PDF with a single recommended design for the new grounding system area for use.

Prepare the Grounding and Fence Plan Drawing. Show the approximate locations of the underground conductor. Represent conductor sizes, connections, ground rod locations, equipment and structure grounding leads, operating platforms, and fence and gate grounding locations. Expand significant details for clarity and for ease of interpretation. Extend the grid four (4) feet outside of the fence as well as four (4) feet past the swing of the gate(s).

Lay out the substation fence. Include dimensions for corner posts and gates. Show locations of fence mounted equipment such as “Danger High Voltage” and “Hard Hat Area” signs and hot stick storage canister. Incorporate drawing-specific legend and notes.

Assumption(s):

- No unusual site conditions that require atypical grounding will be encountered. Typical grounding system design will consist of grounding conductor in 20’-40’ grid patterns and driven 10’-20’ long ground rods.
- Grounding and fence design of the new Canal Distribution Switchyard is not included in this scope of work.

SUBTASK 3.3 CONDUIT AND CABLE TRENCH

Responsibility: POWER

Deliverable(s):

- Conduit and Cable Trench Plan Drawing
- Conduit and Cable Trench Details Drawing

Determine the preliminary control and substation service cabling requirements based upon the Design Criteria, Major Equipment Specifications, SCADA requirements, and the preliminary one-line diagram. Identify the devices to be interconnected, the number of conductors per cable, cable type and conductor size with sufficient accuracy to size the conduit and cable trench.

Prepare the Conduit and Cable Trench Drawing, based on the Foundation Plan. Locate and identify each conduit route and riser with a unique station-specific descriptor. Provide dimensional data for the contractor to purchase the pre-cast cable trench. Determine the cable trench size, layout, and location as dictated by the unique requirements of the station. Include drive sections as required. Incorporate the routing of the cable trench on the drawing.

Assumption(s):

- Schedule 40 PVC pipe will be used for all underground and above-grade conduit applications.
- Cable trench will be “drive” rated in particular locations only.
- Conduit design of the new Canal Distribution Switchyard is not included in this scope of work.

SUBTASK 3.4 CONDUIT AND CABLE SCHEDULE**Responsibility:** POWER**Deliverable(s):**

- Conduit and Cable Schedule
- Voltage Drop Calculations

Prepare the Cable Schedule. Specify cable number, cable type, insulation level, conductor quantity and size, cable destinations, brief description of cable usage, and cable routing. Size the conductor wires to accommodate NEC designated amperages. Review long cable runs and/or high current circuits for voltage drop concerns. Complete voltage drop calculations for circuits with potential unacceptable voltage drop levels.

Evaluate available cable types and select control and power cables based on application, voltage, insulation, operating and ambient temperatures, and CLWB’s requirements.

Prepare a Conduit Schedule. Include conduit designation, conduit material, associated cables, and destination. Size each conduit in accordance with allowable fill percentages defined by NEC.

Assumption(s):

- Standard cables specified will be #10 and #12 of various number of conductors and unshielded.
- Standard conduits specified will be 1”, 2”, 3” and 4” depending on application.
- Conduit design of the new Canal Distribution Switchyard is not included in this scope of work.

SUBTASK 3.5 LIGHTNING PROTECTION DESIGN**Responsibility:** POWER**Deliverable(s):**

- Lightning Protection Design
- Lightning Protection Calculations

Lay out the lightning protection. Incorporate lightning protection into structures designated for other use as much as practical. Locate additional lightning protection structures and shield wires where needed to achieve adequate protection.

Assumption(s):

- The Rolling Sphere method of lightning protection design will be used. (ref IEEE 998-2012)
- Static wires attached to static masts will be utilized to provide adequate lightning protection.
- Adequacy of the lightning protection will be verified for new equipment only.
- Lightning protection design of the new Canal Distribution Switchyard is not included in this scope of work.

SUBTASK 3.6 PHYSICAL DESIGN REVIEW**Responsibility:** POWER**Deliverable(s):**

- Physical Design Package

Assemble a complete set of all physical design drawings and documents and all supporting data. Perform a detailed independent review of all documents to be included in the Physical Design Package. Utilize standardized drawing checklists and the design criteria document to ensure the design parameters and interfaces have been confirmed and meet the project requirements. Address each of the reviewer's comments and incorporate changes into the drawings and documents as appropriate.

SUBTASK 3.7 SUPPORTING DOCUMENTATION**Responsibility:** POWER**Deliverable(s):**

- Physical Equipment Catalog Cuts
- Physical Equipment Material List
- Physical Equipment Nameplate List

Compile and present the following supporting documentation:

Catalog Cuts are photocopies from vendor catalogs showing materials and equipment that will be used for the project. They are compiled for reference during design and construction and cross-referenced to the Material List. In addition, the catalog cuts will be used to ensure that the correct material has been procured and expedite receiving.

The Material List includes quantity, brief description, manufacturer, and part number, if applicable, for each item. It is cross-referenced to the design drawings.

The Nameplate List contains quantity, text specifications, and required wording for the nameplates to be used on each item. The list is cross-referenced to the design drawings.

TASK 4

CIVIL / STRUCTURAL DESIGN

Objective(s):

To develop a functional, reliable, and cost effective civil/structural design for the substation.

Prerequisite(s):

- CLWB Approved Preliminary Design Package
- Information from the Data Acquisition subtask

SUBTASK 4.1 SITE PREPARATION

Responsibility: POWER

Deliverables(s):

- Site Preparation Plan Drawing
- Site Preparation Detail Drawing
- Erosion Control Plan and Details
- Stormwater Details

Prepare the Site Preparation Plan Drawing based on the Design Criteria, Geotechnical Report, and Topographic Survey Report. Show the original contours as dashed lines and the final grade contours as solid lines. Consider cut-and-fill quantities and balance, if possible. Show details for the drainage facilities such as oil containment, drainage ditches, water diversions, culverts, and other significant drainage control features. Show finish surfacing and landscaping requirements, berms, retaining walls, and other significant design features. Expand significant details for clarity and ease of interpretation. Incorporate a drawing-specific legend and notes. Show erosion control details on plans.

Assumption(s):

- The substation site will not require tiers or retaining walls to accommodate adequate drainage.
- The substation access roads will not be paved.
- Exact quantities of cut and fill will not be provided to the contractor.
- Site permitting efforts will be handled by POWER.
- Geotechnical report and topographic survey report will be provided by CLWB.
- Environmental studies will be provided by POWER.
- Site preparation will include area of new 8-bay distribution yard north of the existing Canal Distribution station.

SUBTASK 4.2 FOUNDATION DESIGN

Responsibility: POWER

Deliverables(s):

- Foundation Plan Drawing

- Foundation Detail Drawings
- Foundation Calculations

Prepare the Foundation Plan Drawing based on the substation Plan Drawing. Locate, with centerline dimensions and spacing, each foundation that is required for the supporting steel structures, equipment, and control building. Dimension the Foundation Plan from the substation baselines. Identify each foundation with a unique station-specific alphanumeric descriptor. Indicate the orientation and elevation for the foundations.

Evaluate the structure and equipment loading requirements and design the foundations using data contained in the Geotechnical Report and Design Criteria. Determine the type of foundation to be used for each type of structure or equipment. Document all analysis and calculations.

Prepare the Foundation Detail Drawing. Show the foundations required to support the substation structures, equipment, and control building. Identify each foundation with an alphanumeric descriptor. Show the dimensions, the approximate neat line volume of concrete, the anchor bolt requirements, and the type of rebar.

Show a typical cross section and a plan view for each type of foundation. Show the projection and position of the anchor bolts and the arrangement of the rebar. Indicate sizes for all rebar.

Assumption(s):

- The construction contractor will be responsible for determining quantities for rebar, concrete, and miscellaneous anchor bolts (including hardware).
- The substation will have an 8' high perimeter precast wall with vehicular gates and pedestrian door openings (wall design will be by precast wall vendor). POWER will be responsible for designing the foundations for the precast wall, coordinating with the precast wall vendor, and developing a performance specification that the precast wall vendor will use to design the wall.
- Control equipment enclosure base loads will be provided by the CEE vendor.
- Foundations of all 138kV equipment except for 138/25kV transformers in new Canal Distribution Switchyard are included in this scope of work. Foundations will match foundation design of the 138kV equipment in the new 138kV Canal Transmission Switchyard.

SUBTASK 4.3 STRUCTURE DESIGN

Responsibility: POWER/Supplier

Deliverable(s):

- Structure Outline Drawings

Prepare structure outline drawings for steel design and fabrication based on the Design Criteria and the Plan and Section Drawings. Show equipment and conductor loads and where they are applied. Show dimensional configurations, and mounting locations for switches, insulators, or other devices that are to be mounted on the structures.

Perform all calculations and provide final detailed steel fabrication and assembly drawings for manufacture. Document all analyses and calculations.

Assumption(s):

- Galvanized wide flanged structures will be used for substation equipment.
- Galvanized tubular steel structures will be used for dead-end structures.
- Structures of all 138kV equipment except for 138/25kV transformers in new Canal Distribution Switchyard are included in this scope of work. Structures will match structure design of the 138kV equipment in the new 138kV Canal Transmission Switchyard.

SUBTASK 4.4 OIL CONTAINMENT REQUIREMENTS

Responsibility: N/A

Deliverable(s):

- Oil Containment Plan
- Oil Containment Detail Drawing
- Oil Containment Calculations

Perform preliminary site evaluation considering the following parameters:

- Site drainage
- Proximity to waterways
- Soil permeability
- Depth to ground water
- Volume of oil

Select the oil containment design method for the transformer that best suits the site, considering the above listed project site conditions. Oil containment types that will be considered are: concrete basin, general site berming, basin with spray-on liner and fabric liner. Prepare an Oil Containment Plan and Details Drawing showing critical dimensions and details. Incorporate catch basins, collection system, piping, separator valves and other details as required.

Assumption(s):

- Oil containment requirements will not be evaluated for existing equipment.
- Oil containment for new equipment will not be required.
- No SCADA monitoring of the oil containment will be required.

- A complete SPCC plan will not be developed for this project.
- Oil containment design for the new Canal Distribution Switchyard is not included in this scope of work.

SUBTASK 4.5 CIVIL/STRUCTURAL DESIGN REVIEW

Responsibility: POWER

Deliverable(s):

- Civil/Structural Design Package

Assemble a complete set of all civil/structural design drawings and documents and all supporting data. Perform a detailed independent review of all documents to be included in the Civil/Structural Design Package. Utilize the site survey, geotechnical evaluation, design criteria, boring logs and any other applicable data to confirm that the civil design meets the site conditions and the project requirements. Address each of the reviewer's comments and incorporate changes into the drawings and documents as appropriate.

SUBTASK 4.6 ACCESS ROAD DESIGN

Responsibility: POWER

Deliverables(s):

- Access Road Plan Drawing
- Access Road Detail Drawing

Prepare the Access Road Plan and Profile Drawing. Show existing features, items to be installed or constructed (culverts and drainage ditches, etc.) and final elevations.

Prepare Access Road Detail Drawing. Specify the roadway width, show road cross-sections, surfacing sections, culvert specifications, drainage ditches, water bar details, and typical cut and fill sections. Identify materials to be used for construction.

Assumption(s):

- Access road will be designed as a 20' (twenty-foot)-wide, gravel-topped road.
- Access road will be estimated at 200' (two hundred feet), for design purposes.
- Any required permits, such as Curb Cutting Permits, will be provided by POWER.

SUBTASK 4.7 LANDSCAPE PLAN

Responsibility: POWER

Deliverable(s):

- Landscape Plan

If required prepare a Landscape Plan for the substation to provide visual shielding from potential development in the vicinity of the substation. Utilize natural contours and vegetation to the extent possible. New landscaping required will consist of berms and native vegetation. Show location and dimensions of berms, location and type of trees, shrubs and other vegetation required. Incorporate a drawing-specific legend and notes.

Assumption(s):

- Landscaping will consist of simple berms and plants. Extensive landscaping will not be required.
- Design of an automatic or manual irrigation system will not be required.
- Professional stamp from a licensed Landscape Architect will not be required on the design.
- POWER will coordinate with the governing agency to determine approved and acceptable plant species.

SUBTASK 4.8 SWPPP PLAN/CIVIL PERMITTING

Responsibility: POWER

Deliverable(s):

- Stormwater Pollution Prevention Plan
- Stormwater Management Report

POWER will develop a Stormwater Pollution Prevention Plan (SWPPP) in accordance with Florida Department of Environmental Protection (FDEP) NPDES Generic Permit requirements for land disturbances over 1 Acre. Post-construction stormwater management is anticipated as the station installation will increase the stormwater runoff from the project site. POWER will design all post-construction stormwater management features in accordance with FDEP, Palm Beach County and Lake Worth Drainage District requirements. POWER will attend any meetings via teleconference to support the SWPPP approval process.

Assumption(s):

- Zoning determination and support are not included in this scope of work.
- Building permit support associated with the DICM is not included in this scope of work.
- Soil disturbance will be greater than one (1) acre requiring a SWPPP submitted to FDEP and post-development stormwater management design per local and county requirements.
- No in-person local agency meetings will be required, and all correspondence can be handled via phone calls or emails.

- Application fees to all review agencies are not included in this scope of work. This proposal assumes POWER will be reimbursed for any related fees.

SUBTASK 4.9 AESTHETIC DESIGN

Responsibility: N/A

**SUBTASK 4.10 AUDIBLE NOISE
CHARACTERIZATION AND
MITIGATION**

Responsibility: N/A

TASK 5

CONTROL AND RELAYING SCHEMATICS

Objective(s):

To develop a functional, reliable and cost-effective control and relay design for the station.

Prerequisite(s):

- CLWB Approved Preliminary Design Package
- Information from the Data Acquisition subtask

SUBTASK 5.1 PROTECTIVE RELAYING ONE-LINE DIAGRAM

Responsibility: POWER

Deliverable(s):

- Protective Relaying One-Line Diagram

Review the protection, control, and metering schemes outlined in the Design Criteria and the Preliminary One-Line Diagram. Check that the schemes will coordinate with the system, the proposed equipment and the known CLWB operating procedures. Select protective and auxiliary relay types.

Review the proposed substation equipment ratings to determine that equipment will support the protection and metering schemes. Check the current rating (continuous and interrupting), instrument transformer accuracy class and burden, overload capabilities, and auxiliary features.

Show instrument transformer locations and ratings. Show equipment (relays, control switches, etc.) identified by standard ANSI device function numbers. Show metering, indicating instruments, and control devices. Show the instrument transformer secondary circuit connections to devices. Use dashed lines to show the protection, control and metering functions. Incorporate a drawing-specific legend and notes.

Assumption(s):

- No corrections to the existing equipment locations and ratings will be required.
- No corrections to the interface points will be required to these drawings.
- No modifications will be required to the existing protective relaying at Main for the Canal-Main line relaying.
- No modifications will be required to the existing protective relaying at Main or Hypoluxo for the Main to Hypoluxo line relaying.
- Temporary one line will be created for the new Canal Distribution switchyard that includes only the 138kV portion of the switchyard.

SUBTASK 5.2 THREE-LINE DIAGRAMS

Responsibility: POWER

Deliverable(s):

- Three-Line Diagrams

Prepare the Three-Line Diagrams. Show the interconnection of the instrument transformer metering, relaying, and control circuits. Include the relays, meters, transducers, indicating instruments, test switches, cable and fiber connections and AC panel interconnections. Show the transducer input connections to the SCADA RTU. Incorporate a drawing-specific legend and notes.

Assumption(s):

- No corrections will be required to the existing three-line representations.
- Only new equipment and interface points will be added to these drawings.
- Three line diagrams for the 138kV portion of the new Canal Distribution switchyard will be included in the scope of work.

SUBTASK 5.3 PROTECTIVE RELAYING SCHEMATICS

Responsibility: POWER

Deliverable(s):

- Protective Relaying Schematic Diagrams

Prepare the Protective Relaying Schematic Diagrams. Show the interconnections of the relaying and control circuits. Include relays, control switches, control contacts, SCADA RTU control and status connections, and DC panel interconnections. Show contact developments of the control switches and relays indicating the terminal connections and state of the contacts for each position. Prepare drawings for each line position or relay function. Incorporate a drawing-specific legend and notes.

Assumption(s):

- The existing protective relaying schematics will only be modified if equipment is being replaced or added.
- FPL lines will have a line panel per line with a SEL-421 as primary relay and SEL-311L as secondary relay. DCB scheme over PLC for the SEL-421 relay. Step distance for SEL-311L.
- Canal to Main line will have a line panel with a SEL-421 as primary relay and SEL-311L as secondary relay. DCB over fiber for the SEL-421 relay. Differential over fiber for SEL-321 with control to disable differential if normally open switch in Canal Distribution Substation is closed.

- Canal Transmission to Canal Distribution line will have a line panel with a SEL-421 as primary relay and SEL-311L as secondary relay. Step distance for the SEL-421 and SEL-311L with zones that reach Main.
- Main and Hypoluxo substation relaying will not be changed. Only relay setting changes at these substation will be required.
- At new Canal Distribution switchyard, a 138kV bus differential scheme with a SEL-487B that will encompass the for 138kV breakers at new Canal Distribution switchyard.

SUBTASK 5.4 BREAKER SCHEMATICS

Responsibility: POWER

Deliverable(s):

- Circuit Breaker Control Schematic Diagrams
- Motor Operated Disconnect Control Schematic Diagrams

Prepare the Interrupting Device Control Schematic Diagrams. Show the interconnections of the relaying and control circuits. Include relays, control switches, control contacts, SCADA RTU control and status connections, and DC panel interconnections. Show contact developments of the control switches and relays indicating the terminal connections and state of the contacts for each position. Prepare drawings for each interrupting device. Incorporate a drawing-specific legend and notes.

Assumption(s):

- The only modifications to the existing interrupting device control schematics will be to reflect the addition or replacement of new control switches and/or relays associated directly with this project.
- Breaker failure will be integrated in SEL-421 relay (one breaker per relay)
- Four 138kV breakers at new Canal Distribution switchyard will be included.

SUBTASK 5.5 ALARM SCHEMATIC

Responsibility: POWER

Deliverable(s):

- Alarm Schematic Diagram
- RTU Schematic Diagram

Prepare the Alarm and RTU Schematic Diagram(s). Show the interconnection of the alarm contacts with the alarm indicating device (annunciator, light, buzzer, etc.) and/or SCADA input, reset devices, conditional status contacts, and the alarm circuit power supply. Show interposing relays where required. Incorporate a drawing-specific legend and notes.

Assumption(s):

- One (1) RTU will be required for CLWB. Size to be determined at later date.
- One (1) RTU will be required for and provided by FPL.
- SCADA will implement RTAC and poll all relays with communication over Serial/fiber.
- SCADA at the new Canal Distribution switchyard is not included in this scope of work.

SUBTASK 5.6 SCADA AND AUTOMATION**Responsibility:** POWER**Deliverable(s):**

- SCADA Points List

Prepare the SCADA Points List, including the control, status, analog, and pulse accumulator points required for the substation. Identify addresses of networked equipment and location of data, protocol used and scaling as required. Specify the integration of the SCADA system with the total substation control. Determine if interposing relays are required.

Assumption(s):

- The substation SCADA system will be implemented using DNP 3.0 communication between the equipment and the RTU.
- SCADA at the new Canal Distribution switchyard is not included in this scope of work.

SUBTASK 5.7 PROTECTIVE RELAYING DESIGN REVIEW**Responsibility:** POWER**Deliverable(s):**

- Control and Relay Schematics

Assemble a complete set of all control and relay schematic drawings and all supporting data. Perform a detailed independent review of all documents to be included in the Control and Relay Schematic Package. Confirm the design against the design criteria and client comments to the preliminary design package. Utilize standardized drawing checklists to ensure that the design parameters and interfaces have been reviewed and confirmed. Address each of the reviewer's comments and incorporate changes into the drawings and documents as appropriate.

TASK 6

WIRING DIAGRAMS

Objective(s):

- To design an efficient substation wiring system.

Prerequisite(s):

- Control and Relay Schematics
- Information from the Data Acquisition subtask

SUBTASK 6.1 SWITCHBOARD PANEL LAYOUT

Responsibility: POWER

Deliverable(s):

- Switchboard Panel Layout Drawings

Review the Design Criteria and determine the control panel arrangement. Lay out the control switchboard panels. Determine the placement (logically, operationally, and electrically) of all control, protection, and metering devices on the panels.

Prepare Switchboard Panel Layout Drawings. Show plan and elevation details, control devices, metering, relays, and indicating lights. Locate and uniquely identify material and hardware. Incorporate a drawing-specific legend and notes.

Assumption(s):

- The only modifications to the existing switchboard panel layout drawings will be to reflect the removal/addition of equipment associated directly with this project.
- The switchboard manufacturer will provide the detail design for the switchboard panel steel.
- One (1) 138kV differential panel at the new Canal Distribution switchyard is included as well as control for four breakers.

SUBTASK 6.2 SWITCHBOARD PANEL WIRING

Responsibility: POWER

Deliverable(s):

- Switchboard Panel Wiring Diagrams

Prepare Switchboard Panel Wiring Diagrams. Organize the required terminal blocks by panels and function (CT shorting type, voltage input, breaker contacts, trip circuits, close circuits, auxiliary circuits, RTU circuits, etc.) Show wiring terminations required for each panel. Clearly designate the destination of the wire at each terminal. Place wiring from yard equipment or from other panels on one side of the terminal block and all wiring to the panel devices on the other side as much as is

practical. Show a maximum of two (2) terminations per terminal. Designate the panel name or number at the top of each page.

Assumption(s):

- The only modifications to the existing switchboard panel wiring diagrams will be to reflect the removal/addition of new equipment or terminations as required to interface with substation modifications associated directly with this project.
- One (1) 138kV differential panel at the new Canal Distribution switchyard is included as well as control for four breakers.

SUBTASK 6.3 OUTDOOR EQUIPMENT WIRING

Responsibility: POWER

Deliverable(s):

- Circuit Breaker Wiring Diagrams
- Motor Operated Disconnect Wiring Diagrams
- Instrument Transformer Wiring Diagrams
- External Junction Box Wiring Diagrams

Prepare Wiring Diagrams for the outdoor equipment. Show external terminal block connections, jumpers, and internal wiring changes to the manufacturer's wiring. Show grouping of individual conductors into cables, reference cable designations and indicate remote end destination. The manufacturer's internal wiring will not be reproduced except where wiring changes are necessary.

Assumption(s):

- Vendor drawings will be redrawn to the extent necessary to show the exterior connections for the new cabling.
- All 138kV equipment at the new Canal Distribution switchyard is included in this scope of work.

SUBTASK 6.4 RTU WIRING

Responsibility: POWER

Deliverable(s):

- RTU Wiring Diagrams

Prepare RTU Wiring Diagrams for the substation equipment. Show external terminal block connections, jumpers, and internal wiring changes to the manufacturer's wiring. Show grouping of individual conductors into cables, reference cable designations and indicate remote end destination. Show communication interfaces to IEDs including protocols. The manufacturer's internal wiring will not be reproduced except where wiring changes are necessary.

Assumption(s):

- The primary function of the RTU wiring diagrams will be to clarify the external connections to the RTU control, status, analog and accumulator cards from the substation equipment. Component to component wiring is expected to have been done by the RTU vendor.
- FPL to provide point assignments and internal wiring for FPL provided RTU.
- RTU at new Canal Distribution switchyard is not included in this scope of work.

SUBTASK 6.5 COMMUNICATIONS INTERFACE**Responsibility:** POWER**Deliverable(s):**

- Communications Interface Drawing

Define the interface requirements for relaying and SCADA communications to the remote substations or remote facilities. Define relaying and SCADA hardware and software requirements and communication equipment located in the substation. Show the communications requirements as a one-line block representation on a Communications Interface Drawing. Indicate specific interfaces between equipment and provide notes for clarity.

Develop performance specifications for the communications equipment located in the substation to be compatible with the defined communication system.

Assumption(s):

- The communication interfaces are defined for the substation only. Remote sites are not included.
- Communications at new Canal Distribution switchyard is not included in this scope of work.

SUBTASK 6.6 WIRING DIAGRAM DESIGN REVIEW**Responsibility:** POWER**Deliverable(s):**

- Switchboard Panel and Wiring Design Package

Assemble a complete set of all switchboard panel and wiring drawings and all supporting data. Perform a detailed independent review of all drawings to be included in the Switchboard Panel and Wiring Design Package. Confirm the design against the design criteria, NEC conductor ampacities and standard accepted design practices. Utilize standardized drawing checklists to ensure that the design parameters and interfaces have been reviewed and confirmed. Address each of the reviewer's comments and incorporate changes into the drawings and documents as appropriate

SUBTASK 6.7 SUPPORTING DOCUMENTATION

Responsibility: POWER

Deliverable(s):

- Switchboard Panel Catalog Cuts
- Switchboard Panel Material List
- Switchboard Panel Nameplate List

Compile and present the following supporting documentation:

- **Catalog Cuts:** are photocopies from vendor catalogs showing items that will be used for the project. They are compiled for reference during design and construction and cross-referenced to the Material List. In addition, the catalog cuts will be used to ensure that the correct material has been procured and expedite receiving.
- **Material List:** includes quantity, brief description and part number for each item. It is cross-referenced to the design drawings.
- **Nameplate List:** contains quantity, text specifications, and required wording for the nameplates to be used on each item. The list is cross-referenced to the design drawings.

TASK 7

PROTECTIVE RELAY SETTINGS & STUDIES

Objective(s):

To develop, document, and support protective relay settings, studies, and SCADA Integration in accordance with CLWB's protection and operations practices. Includes meeting the basic objectives of protective relaying (i.e. dependability, security, selectivity, speed, and simplicity).

Prerequisite(s):

- Issued-for-Construction Electrical Drawings
- Data requested from CLWB
- Up-to-date and usable ASPEN short circuit data base of the interconnected FPL system.

SUBTASK 7.1 DATA ACQUISITION

Responsibility: POWER

Deliverable(s):

- Information necessary to prepare settings

Prepare a written data request and submit to CLWB. Request CLWB's protective relaying standards or guidelines, example settings, CT data, database for short circuit studies in ASPEN, settings for relays that must be coordinated with, settings for remote end relays, system single line drawings, loading for tapped substations, all transmission line rating data, and other pertinent information.

Gather applicable "Issued for Construction" drawings, including meter and relay single line drawings, DC schematic drawings, AC three-line drawings, and panel drawing from POWER's design team.

Review data received and communicate with CLWB and POWER's design team to clarify information and/or request additional information.

Organize data in electronic and paper files.

Assumption(s):

- CLWB's protection engineer will be available to assist in interpreting the data provided.
- CLWB's provided information will be assumed as up-to-date.
- "Issued for Construction" drawings will be available.
- Documentation of final configurations at remote terminals will be available.
- CLWB's assigned engineer will communicate with FPL for all needed information.

SUBTASK 7.2 SHORT CIRCUIT STUDY

Responsibility: POWER/CLWB

Deliverable(s):

- An ASPEN model of new Canal transmission substation and transmission system, up to 3 buses away, to be used for short circuit study. Model will be limited to 138kV system and interconnected generation. This model will be based on up-to-date model from FPL. (Draft and “Issued for Implementation”)

Perform short circuit studies using the database provided by CLWB. Run the following cases:

- Maximum and low (using an agreed upon contingency case) 138kV bus fault currents.
- Close-in and end-of-line fault currents for maximum and low fault current cases.
- Interim faults, as needed, in order to identify/remedy any terminals where coordination cannot be achieved with upstream/downstream devices.

Results from study will be recorded and utilized in the calculation workbooks for clarity and reference.

Assumption(s):

- Up-to-date FPL model will be requested by CLWB for POWER to revise for use on this project.
- All provided transmission line data, transformer data, etc. needed for modeling will be up-to-date and reflective of existing conditions.
- POWER revised model will be submitted and approved for use by CLWB prior to settings development.

SUBTASK 7.3 PROJECT STUDIES

Responsibility: POWER/CLWB

Deliverable(s):

- Grounding study (Draft and “Issued for Implementation”)
- OPGW Thermal Rating study (Draft and “Issued for Implementation”)

Perform studies as detailed below, or in accordance with CLWB standards when available:

- Gather site information and develop an optimized soil model from the provided soil resistivity measurements using the RESAP module of the CDEGS software. Create a grounding system model based on the drawings provided of the station. Complete a grounding study using the MALZ module of CDEGS software to analyze the substation grounding system and verify that it will meet compliance requirements

- based on IEEE Standard 80 (IEEE Guide for Safety in AC Substation Grounding) touch and step voltage criteria. Produce a grounding report summarizing the analysis, results, and provides suggested mitigation
- Create base case ATP model for use in evaluating OPGW heating during fault scenarios including single contingency failures such as an open in the adjacent shield wire or failure of primary protection systems. Include the effect of fault current DC offset. Evaluate required OPGW thermal capacity (KA^2) rating for faults immediately outside the substation and at increasing distances from the substation. Develop recommendations for OPGW thermal capacity for the first segment outside of the substation, the distance of the first segment, and the OPGW thermal capacity for the remainder of the line. Document the analysis and recommendations in a report.

Results from study will be recorded and utilized in the calculation workbooks for clarity and reference.

Assumption(s):

- Grounding Study:
 - No unusual site conditions will be encountered. Typical ground grid design will consist of grounding conductor in 10'-20' long ground rods.
 - Fault current distribution will be approximated using charts provided in IEEE 80, Appendix C.
 - The grounding analysis is not connected to any other ground systems.
- OPGW Thermal Rating Study:
 - OPGW will not be insulated and segmented
 - Switching transient analysis is authorized

SUBTASK 7.4 SCADA INTEGRATION

Responsibility: POWER/CLWB

Deliverable(s):

- SEL-RTAC configuration files, SCADA points list, and Integration One-Line Drawing (Draft and "Issued for Implementation").
- Support for SCADA related settings inside of protective relays.

Develop SCADA point assignment list, Integration One-Line drawing and configuration files for SEL-RTAC per CLWB's standard SCADA application. This includes confirming SCADA related settings inside of protective relays.

Assumption(s):

- CLWB will provide up-to-date SCADA application standards for reference.
- CLWB SCADA subject matter experts will be available for support.
- One (1) review cycle per each SCADA deliverable has been provided in estimate.

- HMI development, including alarm annunciation screen(s), is not included with POWER's scope of work. Local station HMI can be included upon CLWB request with change request.
- SCADA estimate includes integration of up to 10 Intelligent Electronic Devices (IED) connecting via industry standard interfaces and protocols.
- SCADA Point Lists and RTAC configuration will be limited to up to two (2) SCADA off-taker data maps with a maximum of 250 total point count each.
- SCADA at the new Canal Distribution switchyard is not included in this scope of work.

SUBTASK 7.5 PROTECTIVE RELAYING CRITERIA

Responsibility: POWER/CLWB

Deliverable:

- Protective Relaying Criteria Document (Draft and "Issued for Implementation")

Review information received from CLWB and from POWER's design team to determine relay functionality required and setting guidelines that will need to be followed. Review single line, DC schematic, and AC three line drawings to verify relay inputs and output assignments, trip and control circuits, and instrument transformer inputs to the relays.

Review protection scheme and provide any comments or suggestions for CLWB consideration. In particular, consider system operation in case failure of any single device or piece of equipment.

Prepare a draft Protective Relaying Criteria Document consisting of:

- Introduction including discussion of project, description of work, and document organization.
- Discussion of protection scheme review and any comments/suggestions for CLWB's consideration.
- Meter and relay single line diagram.
- System Level Protection Description that provides an overview of the protection system by identifying the protective relaying elements that provide primary and backup protection for each protection zone and/or piece of major equipment. Include discussion of protection during abnormal switching.
- Protective Relaying and Setting Specification that includes relay part number, instruction manual references, CT and VT data, DC inputs, contact outputs, communications port settings, description of relay logic, elements to be set, and guidelines for setting elements.
- Short circuit study results.
- Selected CLWB-provided information.

Submit a PDF copy of the draft Protective Relaying Criteria to CLWB for review. Discuss the draft document with CLWB in a tele-conference.

Make agreed upon changes to the document and re-submit a PDF copy “Issued for Implementation.”

Assumption(s):

- A PDF copy of the draft Protective Relaying Criteria document will be submitted.
- A PDF copy of the “Issued for Implementation” Protective Relaying Criteria document will be submitted.
- Relays, elements, logic, and features included are:
 - > (2) SEL-421 (step distance, DCB over PLC, ground overcurrent, breaker control, and breaker failure protection).
 - > (2) SEL-421 (step distance, DCB over FO, ground overcurrent, breaker control, and breaker failure protection).
 - > (2) SEL-311L (step distance, differential over FO, ground overcurrent).
 - > (3) SEL-311L (step distance, ground overcurrent).
 - > (1) SEL-421 (step distance, ground overcurrent).
 - > (1) SEL-487B (138kV differential at the new Canal Distribution switchyard, split zones).
- Custom relay logic is limited to that necessary to implement the relay elements, logic, and features listed above. Relay programming to perform non-protection functions (e.g. replace control switch and lockout relay functions, substation automation, custom displays, and so on) is not provided unless specifically included in the scope of work.

SUBTASK 7.6 PROTECTIVE RELAY SETTINGS

Responsibility: POWER/CLWB/FPL

Deliverable:

- Protective Relay Settings and Supporting Documentation (Draft and “Issued for Implementation”)
- Drafted Logic Diagrams (Draft and “Issued for Implementation”)

Perform calculations using CLWB-provided templates, POWER calculations templates (typically on Excel spreadsheets), or hand calculations. Calculate overcurrent pickup values, the reach of distance elements, over/under frequency settings, time delays, time current curves and time dials, differential element sensitivity and slopes, and other relay parameters using the guidelines and short circuit study from the “Issued for Implementation” Protective Relaying Criteria.

Prepare time current curves (TCCs) if time overcurrent coordination is required. Prepare curves using SKM Power Tools for Windows (PTW) or similar agreed-upon software (e.g. ASPEN).

Use ASPEN as a design aid and to confirm distance and ground relay coordination for transmission line relays. Consider intact system cases and the contingency cases defined in the Protective Relaying Criteria.

Prepare logic to implement the relay functionality defined in the “Issued for Implementation” Protective Relaying Criteria document. This may include functions such reclosing, breaker close control, breaker failure scheme, pushbutton functionality, and logic to interface with the substation monitoring and control system.

Prepare relay settings files in applicable electronic format (e.g. SEL AcSELEerator software).

Prepare a draft basis document that includes settings calculations, TCCs, printouts of settings, and logic diagrams.

Submit an electronic copy of the draft basis document to CLWB for review. Discuss the draft document with CLWB in a telephone conference. Make agreed-upon changes to the document and re-submit a PDF and native settings files, as “Issued for Implementation.”

Provide a formal document detailing the correspondence and agreed-upon philosophies for setting protection elements guarding tie-lines between neighboring utilities, per PRC-001 requirements. This document will be reviewed and approved by project personnel from, both, CLWB and FPL.

Assumption(s):

- A PDF copy of the draft basis document will be prepared and submitted.
- A PDF copy of the “Issued for Implementation” copy of the basis document will be prepared and submitted.
- New and existing devices included in this scope:
 - > Line protection at new Canal transmission substation on Canal distribution substation (primary and backup) line.
 - > Line protection at new Canal transmission substation on Main substation (primary and backup) line.
 - > Line protection at Main substation on Canal transmission substation (primary and backup) line.
 - > Existing Line protection at Main substation on Hypoluxo substation (primary and backup) line.
 - > Existing Line protection at Hypoluxo substation on Main substation (primary and backup) line.
 - > Line protection at new Canal transmission substation on both FPL tie lines (primary and backup).
 - > Differential protection at new Canal Distribution switchyard (primary only)

SUBTASK 7.7 RELAY TEST PROCEDURES

Responsibility: CLWB

Deliverable(s):

- Completed Relay Test Procedures Forms

Modify existing CLWB Power Relay Test Procedures Form to create test procedures forms for the relays. Confer with CLWB if specific questions regarding CLWB's normal testing practices and capabilities of their test equipment arise.

Submit an electronic copy of the Relay Test Procedures "Issued for Implementation."

SUBTASK 7.8 COMMISSIONING SUPPORT

Responsibility: POWER/CLWB

Deliverable(s):

- Technical support during commissioning
- Protective Relaying Criteria and Protective Relay Settings and Supporting Documentation (record copy)

Answer questions about the relay settings and logic during the testing and commissioning of the relays.

Review the "as left" settings provided after testing and commissioning. Identify differences (if any) between the "Issued for Implementation" settings and the "as left" settings and document them. Discuss any identified differences with CLWB and document the agreed-upon follow-up.

Prepare a record copy of the Protective Relaying Criteria, relay settings and all supporting documentation, and Relay Test Procedure documents that includes any changes resulting from information provided to POWER after testing and commissioning.

Assumption(s):

- The relays will be wired and applied as shown in the "Issued for Construction" drawings and "Issued for Implementation" copies of the Protective Relaying Criteria and relay settings.
- A PDF record copy of the Protective Relaying Criteria and relay basis documentation, including logic diagrams, will be prepared and submitted.
- Any changes to the relay settings from "Issued for Implementation" version will be discussed, documented, and approved by POWER SAS engineer and/or CLWB prior to implementation.

TASK 8

CONTROL BUILDING

Objective(s):

- To design and specify a functional substation control building.

Prerequisite(s):

- Switchboard Panel Design
- CLWB-approved Preliminary Design Package

SUBTASK 8.1 CONTROL EQUIPMENT ENCLOSURE PLAN AND SECTIONS

Responsibility: POWER and Control Equipment Enclosure (CEE) Vendor

Deliverable(s):

- CEE Plan Drawing
- CEE Section and Detail Drawing

Prepare the Control Equipment Enclosure Plan and Section Drawings. Show the dimensioned location of the equipment within the Control Equipment Enclosure. Integrate the access and operational requirements with equipment considerations to establish the Equipment Enclosure layout and size. Assess the environmental loading, weather conditions, and aesthetic considerations to determine the type of structure to be specified. Determine the requirements of the cable routing system and entrance (floor trench or overhead cable tray). Show the Control Equipment Enclosure grounding requirements. Expand significant details for clarity and ease of interpretation. Incorporate a drawing-specific legend and notes. Prepare Control Equipment Enclosure Foundation Plan and Detail Drawings.

Assumption(s):

- Enclosure will be a self-framing or modular-type pre-engineered steel building.
- CEE supplier will perform detailed engineering for the building.
- CEE permitting will be handled by POWER.
- Time is budgeted for one new CEE at new Canal Transmission Substation.
- CEE at new Canal Distribution switchyard is not included in this scope of work.

SUBTASK 8.2 AC STATION SERVICE

Responsibility: POWER

Deliverable(s):

- AC Station Service Drawing
- AC Station Load Calculations

Determine the substation AC load, including substation lighting, building heating and cooling, equipment auxiliary loads (heaters, fans, pumps, convenience outlets, etc.), special load requirements (oil processing, welders, etc.), and construction loads. Size the AC equipment and provide for AC automatic transfer switch (ATS) when required.

Prepare the AC Supply Drawing. Show the AC substation service transformer fusing, substation service transformer, and AC panel layout. Identify the loads served from the AC panel. Include spare breakers on each panel. Size the breakers and conductors to the loads served by each circuit per NEC requirements. Show the connection to the battery charger.

Assumption(s):

- AC station service transformer will be connected from one of the local distribution feeders.
- Backup AC station service source will be connected from a separate local distribution feeder.
- Pad mount transformer and overhead distribution transformers are both valid options. Determination of type to be determined during design.
- Automatic Transfer Switch will be located in the CEE.
- AC station service design at new Canal Distribution switchyard is not included in this scope of work.

SUBTASK 8.3 DC STATION SERVICE

Responsibility: POWER

Deliverable(s):

- DC Station Service Drawing
- DC Station Service Calculations

Analyze the substation DC requirements. Determine the substation DC load, including the operation of protective equipment (power circuit breakers, circuit switchers, reclosers, etc.) and motor-operated disconnects, control circuits, emergency lighting, equipment power supplies, and indicating and alarm equipment. Based on all identified loads and the Design Criteria requirements, calculate the required battery system and battery charger from the preliminary design; determine if battery system will be designed for future expansion.

Prepare the DC Supply Drawing. Show the battery charger, battery bank, and DC panel layout. Identify the loads served from the DC panel. Size breakers to the loads served by each circuit in accordance with NEC requirements. Include spare breakers in each panel. Incorporate a drawing-specific legend and notes.

Assumption(s):

- Battery system will be sized for the load requirements of the substation equipment only.

- Four breaker ring bus for Canal Transmission substation is the ultimate design and any expansion will not be included in these calculations.
- DC station service design at new Canal Distribution switchyard is not included in this scope of work.

SUBTASK 8.4 CONTROL BUILDING LIGHTING AND HVAC

Responsibility: CEE Vendor; Reviewed by POWER

Deliverable(s):

- Control Building Power, Lighting and HVAC Drawing

Review the design of the building HVAC system is not included.

Review the design of the building power and lighting system. Review that the design considers the location and use of all equipment and designs for lighting levels as determined in the design specification. The design should provide for switched AC lighting and a light over the door operated by a photo cell. The design should include emergency DC lights if required per the specification. Confirm that the drawings locate AC and DC light switches, photo cell controls and AC convenience power outlets for the building. Confirm that the drawing shows a legend and notes to clarify the design.

Assumption(s):

- Design provided by CEE Vendor.

SUBTASK 8.5 SUPPORTING DOCUMENTATION

Responsibility: POWER

Deliverable(s):

- Control Building Catalog Cuts
- Control Building Material List

Compile and present the following supporting documentation:

- **Catalog Cuts:** are photocopies from vendor catalogs showing items that will be used for the project. They are compiled for reference during design and construction and cross-referenced to the Material List. In addition, the catalog cuts will be used to ensure that the correct material has been procured and expedite receiving.
- **Material List:** includes quantity, brief description and part number for each item. It is cross-referenced to the design drawings.

TASK 9

PRE-CONSTRUCTION ACTIVITIES

Objective(s):

- To develop the documents that will be required during the construction bidding phase of the project.

Prerequisite(s):

- Construction Drawings

SUBTASK 9.1 CONSTRUCTION SPECIFICATION

Responsibility: POWER

Deliverable(s):

- Construction Specification

Prepare a Construction Specification for the substation. Include general requirements as well as specific sections on site work, concrete, structure erection, insulation, painting, equipment installation, control building erection, switches and fuses, conduit and fittings, wire and cable, buswork connections, instrumentation, grounding, and testing.

Incorporate readily available site-specific environmental conditions and CLWB's requirements that will affect the method or sequence of construction.

Include a copy of CLWB's Work Rules or Safety Standards.

Compile and assemble one (1) reproducible copy of the Construction Specifications and Drawings Document. This document will include the Construction Specifications, Construction Drawings, and Reference Drawings.

Assumption(s):

- Any modifications to the construction specifications between bid and construction will be handled with addenda in lieu of re-issuing entire specification.
- Construction specification for the new Canal Distribution switchyard is not included in this scope of work.

SUBTASK 9.2 BID UNIT SCHEDULE

Responsibility: POWER

Deliverable(s):

- Bid Unit Descriptions
- Bid Unit Tabulations

Develop the Construction Bid Unit Descriptions required for the Construction Contract. Briefly categorize and describe the particular work element and payment basis.

Prepare the Construction Bid Unit Schedule. Tabulate and identify the bid units by alphanumeric descriptor and title. Identify the quantity (per unit or per lot) of each unit and allow for the inclusion of construction unit labor costs, material costs, and labor and material cost extensions.

Assumption(s):

- Standard RUS bid units will be used.

SUBTASK 9.3 CONSTRUCTION BID PACKAGE

Responsibility: POWER

Deliverable(s):

- Construction Bid Package
- Physical Construction Bid Package
- Protection & Control Bid Package

Prepare a general description of the overall project scope and schedule. Assemble a construction bid package to include the following:

- | | |
|-------------------------------|---------------------------------|
| • General Project Description | • Construction Schedule |
| • Bid Unit Schedule | • Construction Specification |
| • Material List | • Geotechnical Report |
| • Plan and Section Drawings | • Control & Protection Drawings |
| • Foundation Drawings | • Switchboard Drawings |
| • Miscellaneous Drawings | • Wiring Diagrams |

Incorporate site-specific environmental constraints and clarify outage limitations and equipment delivery that could affect the method or sequence of construction.

Assumption(s):

- One (1) hard copy and one (1) electronic copy of the Construction Bid Package will be prepared and submitted to CLWB.
- CLWB will provide their standard terms and conditions to use in the bid contract.
- Only one construction bid package will be assembled and issued for all work that will be contracted.
- Construction specification for the new Canal Distribution switchyard is not included in this scope of work.

SUBTASK 9.4 CONTRACTOR SELECTION ACTIVITIES

Responsibility: POWER/CLWB

Deliverable(s):

- Contractor Bid List
- Construction Pre-Bid Meeting Minutes
- Construction Cost Estimate
- Bid Evaluation

Prepare a list of Contractors who will be invited to bid on the subject project.

Schedule, attend, and document Construction Pre-Bid Meeting. Issue Pre-Bid Meeting Minutes. Issue any applicable Addendums to the Construction Bid Package.

Provide technical support during the addendum/clarification phase (bid window) of the bidding phase.

Prepare Engineer's Construction Cost Estimate from the construction bid unit schedule.

Include unit prices for labor and material individually, both CLWB-furnished and/or contractor-furnished. Develop an extension based on the quantity required for each unit.

Analyze and evaluate the contractor proposals received and make recommendation to CLWB for the award of Contract. Include back-up data, calculations, assumptions, and any necessary explanations. Review contractor submitted substitution requests and make recommendation to CLWB relative to acceptance.

Assumption(s):

- Three (3) POWER representatives will attend construction pre-bid meeting.
- CLWB will prepare Contract document and execute with Contractor.

TASK 10

CONSTRUCTION ACTIVITIES

Objective(s):

- To develop the documents that will be required during the construction phase of the project.
- To provide engineering support during the construction phase.

Prerequisite(s):

- Pre-Construction Activities
- Outage and Energization Plan

SUBTASK 10.1 “ISSUED FOR CONSTRUCTION” DOCUMENTS

Responsibility: POWER

Deliverable(s):

- “Issued For Construction” Drawings

Update the Construction Bid Package drawings. Modify the bid issue drawings to include any changes that have occurred in the design during the bidding process.

Assumption(s):

- One (1) hard copy and one (1) electronic copy of the “Issued For Construction” Drawings will be prepared and submitted to CLWB.
- The construction specification will not be re-issued.

SUBTASK 10.2 PRE-CONSTRUCTION MEETING

Responsibility: POWER

Deliverable(s):

- Pre-Construction Meeting Minutes

Schedule, attend, and document a Pre-Construction Meeting between CLWB, Contractor and POWER. Review the construction documents, project schedule, project contacts for involved parties and the detailed scope of the project. Issue Pre-Construction Meeting Minutes. Issue any applicable changes to the Contract documents.

Assumption(s):

- Two (2) POWER representative will attend construction pre-construction meeting.

SUBTASK 10.3 ENGINEERING SUPPORT DURING CONSTRUCTION

Responsibility: POWER

Deliverable(s):

- Engineering Support During Construction

Provide technical support to the Contract Administrator and Construction Inspectors during construction.

Review material test reports for required material and coordinate the resolution of any problems associated with the material tests.

Assumption(s):

- Up to forty (40) hours of engineer time to provide office support for construction activities will be budgeted.
- Up to two (2) full day field trips will be budgeted in the event that is needed during construction progress.
- Field trips and/or hours required in excess of the limit specified above will be performed on a time-and-expense basis.

TASK 11

POST-CONSTRUCTION ACTIVITIES

Objective(s):

- To update the construction drawings with any changes that occurred during construction.
- To assist CLWB with project close-out documentation.

Prerequisite(s):

- Construction Completion

SUBTASK 11.1 RECORD DRAWINGS

Responsibility: CLWB/POWER

Deliverable(s):

- Construction Drawings “Issued For Record”

Incorporate the changes received during construction and furnish a complete set of drawings to reflect the "record drawing" condition when the project is completed.

Assumption(s):

- A set of red-lined drawings, depicting construction changes, will be submitted to POWER by CLWB or their representative.
- One (1) hard copy and one (1) electronic copy of the Record Issue Construction Drawings will be prepared and submitted to CLWB.
- A field trip to walk through the completed project, if required, will be performed on a time-and-expense basis.

SUBTASK 11.2 PROJECT CLOSE-OUT DOCUMENTATION

Responsibility: CLWB/POWER

Deliverable(s):

- Project Close-Out Documentation

Review the completed project with CLWB. Summarize and reconcile project payments and the final scope of work. Prepare a final payment recommendation for CLWB’s consideration.

Prepare and submit any required CLWB or agency documents closing out the construction activities. Summarize the information to allow CLWB to incorporate total facility and component costs in CLWB’s accounting system. Prepare a final report summarizing unresolved issues.

Assumption(s):

- Project close-out documentation, if required, will be performed on a time-and-expense basis.

TASK 12 COMMISSIONING

Objective(s):

- To provide verification of construction per design, acceptance testing of apparatus, protection systems and controls, and assist in energization of the substation.

Prerequisite(s):

- Protective Relaying One-Line Diagram
- Completed Wiring Schematics
- Preliminary outage and energization schedule
- Relay Settings
- Substation equipment installed and wiring in progress

SUBTASK 12.1 SUBSTATION COMMISSIONING PROCEDURES

Responsibility: CLWB

SUBTASK 12.2 SUBSTATION COMMISSIONING

Responsibility: CLWB

SUBTASK 12.3 SUBSTATION ENERGIZATION

Responsibility: CLWB

SUBTASK 12.4 FINAL COMMISSIONING REPORT

Responsibility: CLWB

TASK 13**T-LINE PRE-DESIGN ACTIVITIES****Objective(s):**

- To identify, define, and secure CLWB approval of the parameters necessary to proceed with the line design for the project.

Prerequisite(s):

- Notice to Proceed

SUBTASK 13.1 DATA ACQUISITION**Responsibility:** CLWB/POWER**Deliverable(s):**

- Data Requests
- Meeting Minutes

Attend a project initiation in-person meeting with CLWB to kick-off the project. Gather and review available project data. Forward data requests and proposed meeting agenda sufficiently in advance to allow CLWB to gather requested data and prepare for the meeting. Compile the meeting minutes and route copies to all concerned parties for review. Initiate coordination with underbuild utilities, including distribution to determine the preferred configurations, tensions, etc.

Assumption(s):

- CLWB will provide existing design information for all transmission infrastructure to support the scope of work.
- Two (2) transmission line engineers from POWER's team will attend the kickoff meeting. Additional meetings will be invoiced on a time and expense basis.

SUBTASK 13.2 DESIGN CRITERIA**Responsibility:** POWER**Deliverable(s):**

- Design Criteria

Review the information from the Project Initiation Meeting and Data Acquisition. Compile and issue the project Design Criteria for CLWB review, revision, and approval. Maintain and update the Design Criteria, during the life of the project.

Assumption(s):

- POWER will follow the historic CLWB design philosophy and industry standards.

TASK 14

T-LINE FIELD ACTIVITIES

Objective(s):

- To field locate and monument the project centerline, field survey the established centerline and develop the topographic and planimetric data required for project line design.
- To explore, analyze and evaluate the route geology and develop a geotechnical database for the design of the structure foundations and embedments.

Prerequisite(s):

Notice to Proceed

SUBTASK 14.1 LINE SURVEY: CONVENTIONAL

Responsibility: CLWB

Deliverable(s):

- Ground Control Survey
- Utility Survey
- Planimetric Mapping
- CAD Generated Survey Drawing
- SUE Reports

Provide engineering and management support and input to surveyor to facilitate the acquisition of the required survey information to support LiDAR data. Provide survey feature code list to surveyor.

Perform ground control survey. Field locate existing horizontal and vertical control points. Survey section and/or quarter section corners and property corners, which lie immediately on each side of the centerline. Survey right of way monuments, mile post markers, and establish control monumentation along the transmission centerline. Record the description and location of all monumentation in the field book.

Perform utility survey to tie in overhead facilities that cross the proposed centerline or conflict with the new line. Perform utility survey to tie in underground facilities that parallel or cross the proposed transmission centerline. Request and coordinate underground utility locates at all proposed structure locations. Perform exploratory digs or soft digs at all proposed structure locations where apparent conflicts exist; all utilities encountered will be marked above ground prior to digging.

Prepare planimetric map including existing land lines, section lines, half-section lines, easement lines, right of way lines, ownership boundaries and ownership data.

Compile all planimetric mapping and survey data into one continuous electronic plan view drawing file.

Assumption(s):

- CLWB will directly contract the survey and subsurface utility exploratory contractor.
- This project will have an estimated number of five (5) exploratory digs or soft digs.
- POWER will provide location coordinates and KMZ file for the exploratory digs or soft digs.

SUBTASK 14.2 STRUCTURE STAKING / FIELD REVIEW

Responsibility: CLWB/POWER

Deliverable(s):

- Preliminary Structure Staking
- Construction Structure Staking

Provide engineering support and input to CLWB and surveyor to facilitate the staking.

Preliminary structure staking for engineering review and utility locates will be completed by CLWB contracted surveyor. Review preliminary staking with CLWB and adjust structure locations to accommodate the field conditions.

Construction staking of the proposed structures will be completed by CLWB contracted surveyor. Staking shall include structure staking and structure offset stakes at a minimum and shall comply with CLWB structure staking guidelines. Review construction staking with CLWB

Assumption(s):

- CLWB will directly contract the survey contractor.
- POWER will develop the scope and coordinate this effort.
- POWER's project engineer will review the preliminary structure staking and the construction structure staking.
- Two (2) transmission line engineers from POWER's team will attend the field staking review meetings. Additional meetings will be invoiced on a time and expense basis.

SUBTASK 14.3 GEOTECHNICAL EVALUATION

Responsibility: CLWB/POWER

Deliverable(s):

- Geotechnical Evaluation and Report

Provide engineering support and input to CLWB contracted geotechnical consultant.

Prepare soil boring map and staking coordinates.

Drill soil borings, prepare soil boring logs, perform laboratory testing, prepare engineering soil properties table and compile all data and recommendations in a geotechnical report.

Assumption(s):

- CLWB will provide existing geotechnical data, if available.
- CLWB will directly contract the geotechnical contractor.
- POWER will provide location coordinates and KMZ file for soil borings.

TASK 15**T-LINE RIGHT OF WAY ACTIVITIES****Objective(s):**

- To identify landowners along the right of way and identify any additional easement requirements.
- To work with CLWB to secure required easements.

Prerequisite(s):

- Notice to Proceed

SUBTASK 3.1 EASEMENT REQUIREMENTS

Responsibility: Not Applicable

Deliverable(s):

- No deliverables are required by POWER (This task is included to show the below assumptions).

Assumption(s):

- All poles and wires will be in road right of way or within CLWB substation property, and CLWB existing easements.
- There will be adequate road right of way for pole spotting and meeting wire blowout requirements.
- No easement acquisition will be required. If necessary, POWER can provide the information to support this effort on a time and expense basis.
- POWER will not be responsible for identifying danger trees.

TASK 16

T-LINE PERMITTING ACTIVITIES

Objective(s):

- To identify other agencies or utilities that may be affected by the proposed project.
- To prepare drawings and documentation to aid in the securing of permits.

Prerequisite(s):

- Field Activities
- Notice to Proceed

SUBTASK 16.1 CROSSING PERMITS

Responsibility: POWER

Deliverable(s):

- FDOT Crossing Permit Drawings
- County Road Permit Drawings
- FAA Checks and Notifications

Prepare 8-1/2"x11" or 11"x17" permit crossing drawings for each crossing required for the project.

Assumption(s):

- Budget includes one (1) major road crossing permit drawing to install the new OPGW over I-95. Additional permit drawings will be performed on a time and expense basis.
- Budget includes four (4) city/county road crossing permit drawings to install the new OPGW. Additional permit drawings will be performed on a time and expense basis.
- Budget includes FAA determination for each new structure being installed using the Notice Criteria Tool (NTS) on their website. If additional permitting is required (such as filing and tracking for a determination), it will be performed on a time and expense basis.
- CLWB will pay all permit fees.
- Construction permits required by state and local agencies for access off highways, driveway permits, traffic control, burning, etc., will be prepared, submitted and acquired by CLWB's construction contractor.
- Maintenance of Traffic (MOT) plan will be performed by others. POWER can provide the information to support this effort.

TASK 17

T-LINE DESIGN

Objective(s):

- To determine the height, location, and type of structures and prepare Plan and Profile Drawings.
- To compile the constraining factors that determine the final line design, and use this information to establish the final structure, conductor and foundation configurations to suit the specific requirements for the line.
- To prepare and document the design for the structures, conductors and foundations.

Prerequisite(s):

- Design Criteria
- Line Survey

SUBTASK 17.1 PLS-CADD LINE MODELING

Responsibility: POWER

Deliverable(s):

- PLS-CADD Model

Input the line survey and design criteria data, including clearance requirements, crossing checks, sag-tension limits, etc., into the PLS-CADD model. Select the PI locations and determine the centerline alignment. Create TIN model to further define the terrain. Select left and right profile offsets. Identify prohibitive zones and structure locations that must remain fixed. Develop Method 4 structures with the appropriate geometry, allowable span limits, line angle limits and swing angle limits.

Model distribution and other transmission lines, which cross or tap the project line. Add annotations as required to identify conductors and other basic features on the profile. Attach aerial background photos, substation general arrangement drawings, drawing border, and other available .dxf files to supplement the PLS-CADD/AutoCAD plan-profile.

Assumption(s):

- The line relocation into the new canal yard will start at existing structure 3/7 and extend to structure 3/11.
- A PLS CADD model will only be developed for the line relocations at Canal. A model will not be developed for the shield wire replacement/ OPGW install.
- This proposal assumes all existing structures will have adequate capacity to support the new OPGW.

- Structure modifications and/or replacements designs are not part of the scope of this proposal, except as required to complete the line relocation at Canal.

SUBTASK 17.2 CONDUCTOR DESIGN

Responsibility: POWER

Deliverable(s):

- Sag and Tension Data
- Stringing Sag Tables
- Aeolian Vibration Analysis

Generate conductor and overhead ground wire Sag and Tension Data within the PLS-CADD software. Generate conductor and overhead ground wire Stringing Sag Tables within the PLS-CADD software per CLWB's current design philosophy. Evaluate the damping requirements and select the damping hardware, based on CLWB vibration criteria.

Assumption(s):

- NA

SUBTASK 17.3 STRUCTURE DESIGN

Responsibility: POWER

Deliverable(s):

- Selection of Standard Vendor Library Concrete Structures
- Vendor Drawings Review and Approval

Design structures to the loading conditions identified in the Design Criteria. Apply the controlling loads to each structure type in the structure family and determine and select the location and sizing for each required component or member in conformance with applicable codes and design constraints.

Utilize PLS-CADD to determine ground line reactions of direct embedded concrete poles. Determine equivalent pole tip load and select a vendor standard library structure to be utilized.

Assumption(s):

- POWER will design for a single circuit vertical configuration matching the existing conductor and new OPGW loading.
- POWER assumes three (3) new single-circuit concrete dead-end poles will be required.
- POWER assumes one (1) new single-circuit concrete tangent pole will be required.
- POWER assumes one (1) new single-circuit concrete dead-end pole with distribution underbuild will be required.

- CLWB's existing standard framing drawings and assembly drawings will be utilized, as applicable.

SUBTASK 17.4 FOUNDATION DESIGN

Responsibility: POWER

Deliverable(s):

- Foundation Construction Schedule

Analyze and evaluate the foundation for lateral and vertical capacity. Utilize the appropriate overload capacity factors (OCFs), maximum allowable deflection and maximum allowable rotation limits as defined in the Design Criteria.

Perform structural design of the foundation type based on design loads and foundation/soil reactions. Prepare the Foundation Construction Schedule.

Assumption(s):

- Each new structure will require a foundation analysis.
- The foundation analysis will be performed using the EPRI FAD software utilizing direct embedded structures with rock/concrete backfill.
- No anchor bolt foundations will be required.

SUBTASK 17.5 DESIGN REVIEW AND DOCUMENTATION

Responsibility: POWER

Deliverable(s):

- Design Review Package
- PLS-CADD *.bak file
- Green Book Design Summary

Prepare and submit design review package to CLWB prior to ordering structures. Attend a conference call to review CLWB's comments on the package.

Green Book Design Summary:

Assemble project-related design data, during the course of the project, into a three-ring binder, referred to within POWER as the Green Book. Prepare cover sheets for each major set of calculations or design data included in the document as well as a table of contents summarizing the Green Book content. File the Green Book with the rest of the project records at the completion of the project.

Assumption(s):

- POWER will submit PLS *.bak file to CLWB at the completion of the project to document design.

SUBTASK 17.6 PROJECT COORDINATION MEETINGS

Responsibility: POWER

Deliverable(s):

- POWER to provide support layouts, as required.
- Meeting minutes.

Assumption(s):

- Budget includes hours for two (2) transmission line engineers to attend a one (1) hour bi-weekly project status meeting for the duration of the project.
 - Project duration of 22 months (3/2021 through 12/2022).
- Budget includes up to forty (40) hours of engineering time to provide coordination support for Distribution, Substation, FPL and underground utilities.
- Hours required in excess of the assumed will be invoiced on a time and expense basis.

SUBTASK 17.7 OUTAGE COORDINATION

Responsibility: POWER

Deliverable(s):

- Outage Sequence Plan

Outage Coordination: Support CLWB in developing outage durations and dates. Participate in regularly scheduled outage meetings. This information will be used to develop the construction sequencing diagrams.

Assumption(s):

- Budget includes up to twenty (20) hours of engineering and drafting time to develop the drawings and coordinate with the other disciplines. Hours required in excess of the assumed will be invoiced on a time and expense basis.

TASK 18**T-LINE MATERIAL PROCUREMENT****Objective(s):**

- To develop items required for the procurement phase of the project.
- To identify, specify and order long-lead items.
- To assure all project material is accounted for and arrives on time to support the project schedule.

Prerequisite(s):

- Line Design

SUBTASK 18.1 MATERIAL LIST**Responsibility:** POWER**Deliverable(s):**

- Material List

Develop a project specific bill of material.

Assumption(s):

- CLWB will provide documents detailing standard CLWB stock numbers including approved vendor part numbers.

SUBTASK 18.2 LONG LEAD MATERIAL**Responsibility:** CLWB/POWER**Deliverable(s):**

- Pole Order
- Tracking and Expediting
- Concrete Pole Specification

Review project schedule, material lead times and identify materials which need to be ordered in advance.

Assumption(s):

- POWER will develop a technical concrete specification.
- CLWB will provide commercial conditions, solicit bids, and award contract for structures.

SUBTASK 18.3 MISCELLANEOUS MATERIAL**Responsibility:** CLWB/POWER**Deliverable(s):**

- Insulator and Conductor Assembly Order
- Conductor and Overhead Ground Wire Order

- Miscellaneous Material Procurement
- OPGW Specification

Select CLWB standard insulator and/or insulator assemblies along with the appropriate conductor assemblies to be used on the project. Determine appropriate quantities.

Review conductor and overhead ground wire requirements. Determine type and size of reels to be utilized. Calculate wire length to be placed on individual and matched length reels. Select CLWB standard reel lengths.

Identify miscellaneous material, including, but not limited to: attachment hardware, dampers, grounding material, etc. Determine appropriate quantities.

Assumption(s):

- Technical specifications will not be required for purchase of miscellaneous material.
- POWER will develop a technical OPGW specification.
- CLWB will provide commercial conditions, solicit bids, and award contract for structures.

TASK 19**T-LINE CONSTRUCTION DRAWINGS****Objective(s):**

- To generate the drawings that will be required during the construction phase of the project.

Prerequisite(s):

- Line Design

SUBTASK 19.1 PLAN AND PROFILE DRAWINGS**Responsibility:** POWER**Deliverable(s):**

- Plan and Profile Drawings

Prepare final Plan and Profile Drawings at one inch equal to two hundred feet (1"=200') horizontally and one inch equal to twenty feet (1"=20') vertically (typically).

Utilize the planimetric drawings prepared with the Line Survey for the plan portion of the Plan and Profile Drawings. Draft the line centerline, structure locations, structure numbers, PI information and line angles onto the aerial photography manuscript or drafted plan.

Utilize PLS-CADD-generated Plan and Profile Drawings.

Assumption(s):

- Planimetric and land line data shown in the plan view of the drawings will be limited to the detail delivered in the Line Survey.
- PLS-CADD generated Plan and Profile Drawings will be acceptable to CLWB.
- CLWB to provide electronic versions of existing Plan and Profile Drawings.

SUBTASK 19.2 STRUCTURE DRAWINGS**Responsibility:** POWER**Deliverable(s):**

- Structure Drawings

Prepare detailed Structure Drawings for all required structures. Show front, side and top views; details necessary for clarity; material item number indicating each material location; applicable notes; and a material list with item numbers, quantities and descriptions.

Assumption(s):

- New drawings will be created utilizing information from existing CLWB drawings as applicable.

- Five (5) concrete pole boring details will be created.
- Five (5) concrete pole drawings will be created.

SUBTASK 19.3 FOUNDATION DRAWINGS

Responsibility: POWER

Deliverable(s):

- Foundation Drawings

Prepare Foundation Drawings. Identify the type and purpose of the foundation.

Assumption(s):

- All foundations will be direct embedded concrete with concrete or rock backfill.

SUBTASK 19.4 CLEARING DRAWINGS

Responsibility: Not Applicable

Deliverable(s):

- No deliverables are required by POWER (This task is included to show the below assumptions).

Assumption(s):

- No clearing drawings will be required. If necessary, this task can be performed on a time and expense basis.

SUBTASK 19.5 SUPPLEMENTAL DRAWINGS

Responsibility: CLWB/POWER

Deliverable(s):

- Anchor Drawings
- Assembly Drawings
- Drilling Drawings
- Location Maps
- Orientation Drawings
- Phasing Details
- Miscellaneous Drawings (as applicable)

Assumption(s):

- New drawings will be created utilizing information from existing CLWB drawings as applicable.

SUBTASK 19.6 CONSTRUCTION SEQUENCE DRAWINGS

Responsibility: POWER

Deliverable(s):

- Construction Sequence Diagrams

Prepare detailed line construction sequencing diagrams depicting the initial, final, and intermediate steps to complete the T-Line, Dist Line, and substation scope of work. Outage dates and durations will be based on the outage plan developed in coordination with CLWB.

Assumption(s):

- Budget includes up to forty (40) hours of engineering and drafting time to develop the drawings and coordinate with the other disciplines. Hours required in excess of the assumed will be invoiced on a time and expense basis.

TASK 20
T-LINE QUALITY ASSURANCE**Objective(s):**

- To meet the quality objectives established for the project.

Prerequisite(s):

- Line Design
- Material Procurement
- Construction Drawings

SUBTASK 20.1 PLS-CADD MODEL REVIEW**Responsibility: POWER****Deliverable(s):**

- Independent Review of PLS-CADD Model

SUBTASK 20.2 PROCUREMENT REVIEW**Responsibility: POWER****Deliverable(s):**

- Independent Review of Material List, Specifications and Orders

SUBTASK 20.3 STRUCTURAL DESIGN REVIEW**Responsibility: POWER****Deliverable(s):**

- Independent Review of Structure Design and Foundation Design

SUBTASK 20.4 CONSTRUCTION PACKAGE REVIEW**Responsibility: POWER****Deliverable(s):**

- Independent Review of Construction Drawings
- Independent Review of Construction Package

TASK 21**T-LINE PRE-CONSTRUCTION ACTIVITIES****Objective(s):**

- To develop the documents that will be required during the construction bidding phase of the project.

Prerequisite(s):

- Construction Drawings

SUBTASK 21.1 CONSTRUCTION SPECIFICATIONS

Responsibility: Not Applicable

Deliverable(s):

- No deliverables are required by POWER (This task is included to show the below assumptions).

Assumption(s):

- CLWB's Standard Construction Specifications will be utilized.

SUBTASK 21.2 BID UNIT SCHEDULE

Responsibility: POWER

Deliverable(s):

- Bid Unit Descriptions
- Bid Unit Tabulations

Develop the Construction Bid Unit Descriptions required for the Construction Contract. Briefly categorize and describe the particular work element and payment basis.

Assumption(s):

- POWER will follow format of previous CLWB Bid Unit Schedules.

SUBTASK 21.3 CONSTRUCTION BID PACKAGE

Responsibility: POWER

Deliverable(s):

- Construction Bid Packages

Prepare general description of the overall project scope and schedule. Assemble bid packages in accordance with CLWB standards, including but not limited to the following:

- General Project Description
- Line Construction Instructions
- Bid Unit Schedule
- Material List
- Foundation Construction Schedule
- Stringing Sag Tables
- Geotechnical Report
- List of Structures
- Plan and Profile Drawings
- Structure Drawings
- Foundation Drawings
- Assembly Drawings
- Miscellaneous Drawings
- Damper Requirements
- Crossing Permits
- Environmental Permits
- Construction Specifications

Incorporate site-specific environmental constraints and CLWB, agency and/or landowner requirements and stipulations that would affect the method or sequence of construction.

Assumption(s):

- Four (4) separate Construction Bid Packages will be required.
 - Tie Line #1, Tie Line #2, Main to Canal OPGW/Relocation, & Main to Hypoluxo OPGW.
- One (1) electronic copy of each Construction Bid Package will be submitted to CLWB.

SUBTASK 21.4 CONTRACTOR SELECTION ACTIVITIES

Responsibility: CLWB

Deliverable(s):

- No deliverables are required by POWER (This task is included to show the below assumptions).

Issue any applicable Addenda to the Construction Bid Package.

Attend Construction Pre-Bid meeting at the project site.

Analyze and evaluate the contractor proposals received and make recommendation to CLWB for the award of contract.

Assumption(s):

- CLWB will prepare Contractor bid list.
- CLWB will prepare contract document and execute with Contractor.

- Two (2) transmission line engineers from POWER's team will attend the pre-bid meeting. Additional meetings will be invoiced on a time and expense basis.

TASK 22**T-LINE CONSTRUCTION ACTIVITIES****Objective(s):**

- To develop the documents that will be required during the construction phase of the project and provide engineering support.

Prerequisite(s):

- Pre-Construction Activities

SUBTASK 22.1 “ISSUED FOR CONSTRUCTION” DOCUMENTS**Responsibility:** POWER**Deliverable(s):**

- Construction Documents “Issued For Construction”
- Update the Construction Bid Package documents and submit them as “Issued For Construction.”

Assumption(s):

- NA

SUBTASK 22.2 PRE-CONSTRUCTION MEETING**Responsibility:** POWER**Deliverable(s):**

- Pre-Construction Meeting Minutes
- Schedule, attend, and document Pre-Construction Meeting.

Assumption(s):

- Two (2) transmission line engineers from POWER’s team will attend the pre-construction meeting. Additional meetings will be invoiced on a time and expense basis.

SUBTASK 22.3 ENGINEERING SUPPORT DURING CONSTRUCTION**Responsibility:** POWER**Deliverable(s):**

- Engineering Support During Construction

Provide technical support to CLWB’s construction inspectors during construction.

Assumption(s):

- Budget includes up to sixteen (16) hours of engineering time to provide office support for construction activities.

- Field trips and/or hours required in excess of the sixteen (16) hours assumed for the life of this project will be invoiced on a time and expense basis.

TASK 23**T-LINE POST-CONSTRUCTION ACTIVITIES****Objective(s):**

- To update the construction drawings with any changes that occurred during construction.

Prerequisite(s):

- Construction Completion
- Construction As-Built Mark-Ups

SUBTASK 23.1 RECORD DRAWINGS**Responsibility:** CLWB/POWER**Deliverable(s):**

- Construction Drawings “Issued For Record”

Incorporate the changes received during construction and furnish a complete set of drawings to reflect the "record drawing" condition when the project is completed.

Assumption(s):

- A set of red-lined drawings, depicting construction changes, will be submitted to POWER by CLWB or their representative within two (2) weeks of construction completion.
- No as-built survey will be completed.
- One (1) electronic copy of the Construction Drawings “Issued For Record” will be prepared and submitted sixty (60) days after receipt of red-lined drawings from CLWB.
- Field trips to verify construction completion will be invoiced on a time and expense basis.

ENGINEERING BUDGET

POWER proposes to perform these engineering and design services on a time and Time and Material basis, in accordance with POWER's Electric Transmission and Generation Options Services Agreement (RFQ No. 18-302) with City of Lake Worth Beach. A breakdown of our budget is as follows:

BUDGET SUMMARY BY CATEGORY AND TASK					
PROJECT MANAGEMENT					
Task	Description	Hours	Labor \$	Expense \$	Total \$
0	Project Management	244	\$46,932	\$669	\$47,601
SUB - TOTAL		244	\$46,932	\$669	\$47,601
SUBSTATION ENGINEERING					
Task	Description	Hours	Labor \$	Expense \$	Total \$
1	Project Initiation	475	\$82,572	\$420	\$80,992
2	Major Equipment Specifications	462	\$69,370	\$0	\$69,370
3	Physical Design	636	\$82,172	\$0	\$82,172
4	Civil/Structural Design	1,024	\$144,956	\$0	\$144,956
5	Control & Relaying Schematics	812	\$102,924	\$0	\$102,924
6	Wiring Diagrams	858	\$115,826	\$0	\$115,826
7	Protective Relay Settings	1,708	\$249,628	\$0	\$249,628
8	Control Building	290	\$37,090	\$0	\$37,090
9	Pre-Construction Activities	268	\$37,656	\$360	\$38,016
10	Construction Activities	104	\$14,964	\$420	\$15,384
11	Post-Construction Activities	152	\$19,480	\$0	\$19,480
12	Commissioning	0	\$0	\$0	\$0
SUB - TOTAL		6,789	\$954,638	\$ 1,200	\$955,838
TRANSMISSION LINE ENGINEERING					
Task	Description	Hours	Labor \$	Expense \$	Total \$
13	T-Line Pre-Design Activities	32	\$4,860	\$0	\$4,860
14	T-Line Field Activities	36	\$5,670	\$280	\$5,950
15	T-Line Right of Way Activities	0	\$0	\$0	\$0
16	T-Line Permitting Activities	60	\$8,944	\$0	\$8,944
17	T-Line Design	368	\$54,132	\$374	\$54,506
18	T-Line Material Procurement	42	\$6,240	\$0	\$6,240
19	T-Line Construction Drawings	132	\$19,260	\$0	\$19,260
20	T-Line Quality Assurance	16	\$2,880	\$0	\$2,880
21	T-Line Pre-Construction Activities	116	\$18,220	\$280	\$18,500
22	T-Line Construction Activities	64	\$10,120	\$560	\$10,680
23	T-Line Post-Construction Activities	20	\$3,180	\$0	\$3,180
SUB - TOTAL		886	\$133,506	\$1,494	\$ 135,000
GRAND TOTAL		7,919	\$ 1,135,076	\$3,363	\$ 1,138,439

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: March 25, 2021

DEPARTMENT: Electric Utility

TITLE:

Work Order No. 7 with The L.E. Myers Co. for 7th Avenue North Circuits Storm Hardening & Voltage Conversion construction services

SUMMARY:

Work Order No. 7 authorizes The L.E. Myers Co., to complete construction services for the 7th AVE N substation circuits 0702, 0703, 0704 storm hardening and voltage conversion in the amount not to exceed \$3,576,776.

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 L.E. Myers Co. recently completed storm hardening and relocation of approximately 35 utility poles along 7th Avenue North which required relocation due to the Park of Commerce Phase 1B and Phase 2 projects. Additional work completed as part of this project included undergrounding the 0702 circuit and installation of underground conduits for future feeder entrance/exits associated with the 7th Avenue North substation and voltage conversion project.

The 7th Avenue North circuits 0702, 0703 and 0704 circuits currently operate at 4kV and are supplied power from the 7th Avenue North substation which is scheduled for a complete re-build to begin in the next 3 to 4 months. The new 7th Avenue North substation will have an operating voltage of 26kV thus requiring voltage upgrades from 4kV to 26kV on 0702, 0703 and 0704 feeders.

The Electric Utility is requesting the services of L.E. Myers to complete storm hardening and voltage conversion for the 0702, 0703 and 0704 circuits as part of the 7th Avenue North substation rebuild and the City's System Hardening and Reliability Improvements Program. The work is anticipated to be completed in six months in the amount not exceed \$3,576,776.

MOTION:

Move to approve/disapprove Work Order No. 7 with The L.E. Myers Co. to complete 7th Ave N substation circuits 0702, 0703, 0704 storm hardening and voltage conversion in the amount not to exceed \$3,576,775.09.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order No. 7

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$3,576,776	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	\$3,576,776	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. 421-6034-531-63.15, Project No. SH2121.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2121	\$3,600,000	\$3,600,000	-\$3,576,776	\$23,224

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
WORK ORDER NO. 7
7th AVE N Circuits 0702, 0703 and 0704
Storm Hardening & Voltage Conversion**

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

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: **7th AVE N Circuits 0702, 0703 and 0704 Storm Hardening & Voltage Conversion** (the “Project”). The Project is more specifically described in the proposal prepared by The L.E. Myers Co., dated March 4th, 2021 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 **180** calendar days from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **200** 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 \$ 3,576,775.09 . 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. 7 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, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

The L.E. Myers Co.,

By: Jeff Webber

Print Name: Jeff Webber

Title: Regional Manager

[Corporate Seal]

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 8th day of March, 2021, by Jeff Webber, who was physically present, as Regional 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 Personally Known as identification.

Notary Public

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

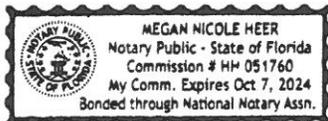
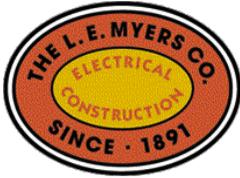


EXHIBIT "1"
Contractors Proposal



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

407-466-4663 Phone

Raymond Richards
District Manager

Equal Opportunity Employer

March 4th, 2021
Paul Nicholas
Engineering Manager
City of Lake Worth

RE: Circuits 702, 703, 704 System Hardening and Reinsulate.
Prices effective until December 31, 2021

Dear Paul:

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

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

Total Lump Sum Price: \$3,576,775.09

Pricing Breakdown:

- Circuit 702
 - \$1,115,682.34 (Labor & Exp.)
 - \$ 437,922.72 (Equip.)
 - \$ 19,800.00 (Restoration)
 - \$ 227,150.00 (MOT)
 - Total \$1,800,555.06**
- Circuit 704
 - \$ 888,244.53 (Labor & Exp.)
 - \$ 320,081.87 (Equip.)
 - \$ 2,475.00 (Restoration)
 - \$ 161,150.00 (MOT)
 - Total \$1,371,951.40**
- Circuit 703
 - \$ 149,743.41 (Labor & Exp.)
 - \$ 57,346.35 (Equip.)
 - \$ 825.00 (Restoration)
 - \$ 196,353.87 (MOT)
 - Total \$ 404,268.63**

Crew Composition:

Our crew structure will be comprised of four (4), four to five (4 - 5) man crews, and below we will detail their composition:

Crew 1 & 3, Circuits 702, 703, 704:

These four (4) men crews, primary purpose is to complete all make ready work in advance of the pole setting crew. In addition to supporting from the front end of operations, they will also drop back and complete transfers as time allows. They will be equipped with conventional aerial equipment to support these operations.

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

Crew 2 & 4, Circuit 702, 703, 704:

These five (5) man crews, will be responsible primarily for pole installation. They will handle setting of all concrete and wood poles. They will be equipped with conventional aerial equipment to support these operations.

- 1-FM, 1-JL, 1-HEO, 2-Ap
 - Pick-up
 - 55' Material Handler Bucket
 - 55' Material Handler Bucket
 - Line Truck
 - 40T Crane
 - Material Trailer
 - Pole Trailer
 - Air Compressor
 - Air Compressor

Schedule:

Estimated duration for this project, is six (6) months. Our pricing is based on utilizing 4 (four) crews to facilitate construction. As listed above, circuit 702 will have a dedicated two (2) crews as well as circuit 704. We anticipate construction starting May and ending mid-late October.

In closing, we truly appreciate the opportunity and look forward to working with Paul and his team, to complete another portion of the system conversion/hardening.

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

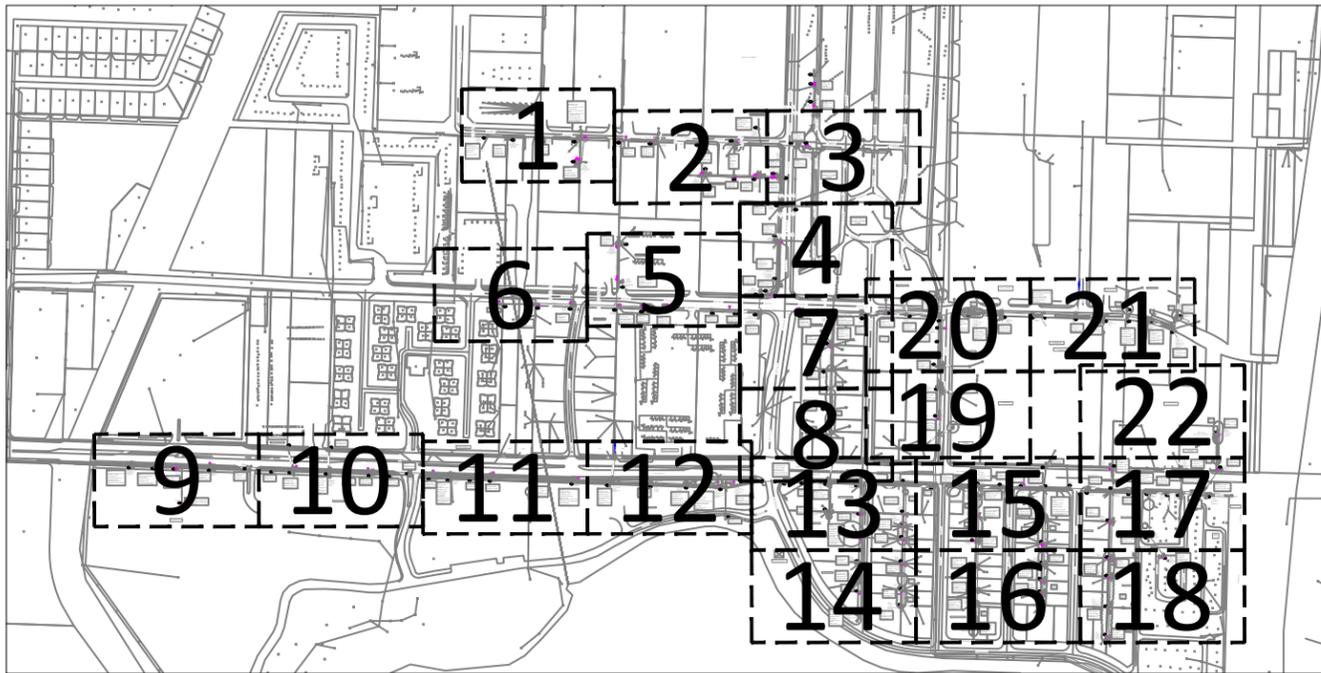


Danny Gessman
Regional Vice President



Dvwxp swlrqv#2#Folulifawlrqv#

- Urdgvbgh#vghz dm#hvwruwlrq#v#qfoxghg#q#wk#sursrvdd#
- Dg|#edfn/dug#inqfhw#sawrv#uxwlgj#r#r#rkhu#dffhvv#ru#hvwruwlrq#frw#z l#eh#wkh#
hvsrqvlebw/#r#wkh#Fw/#r#Odn#Z ruw#Wkh#OH#P |hw#Fr#fdq#shuirp #wkh#z run#dv#
vxe frqwdwlrq#frw# 8 (#
- Frqfuhw#sr#h#qvwawlrq#kd#ehhg#hp ryhg#iurp #x#sursrvdd#wk#v#ghz #sursrvdd#qfoxghv#
Iqvwawlrq#r#q#x#f#w#l#r#q#l#g#z rrg#r#q#l#
- Qljkw#z run#v#r#w#qfoxghg#z wk#h#f#hswlrq#r#kh#10-8#h#frqgxfrw#
- Dap dwnubv#r#eh#x#u#l#k#h#e|#r#w#h#v#l#g#z#r#q#v#h#s#u#r#r#p#re#l#d#wlrq#
- Dap RW#z l#eh#wkh#hvsrqvlebw/#r#OH#P |hw#Fr#
- Udbrdg#ajp dq#dyh#r#w#ehhg#lftx#l#h#g#h#al/v#p d|#eh#h#q#r#x#q#w#h#g#
- Urdg#shup lw#dyh#r#w#ehhg#lftx#l#h#g#h#al/v#p d|#eh#h#q#r#x#q#w#h#g#
- Pre#l#d#wlrq#v#vs#udg#htx#d#q#p#r#j#wkh#w#h#h#l#g#y#l#p#x#d#z run#r#ghw#l#d#s#d#x#h#v#
h#q#r#x#q#w#h#g#eh#z#h#h#q#z run#r#ghw#l#g#l#g#l#g#d#p#re#l#d#wlrq#f#k#d#j#h#r# 55/333B3#z l#eh#
e#l#g#



NOTES:

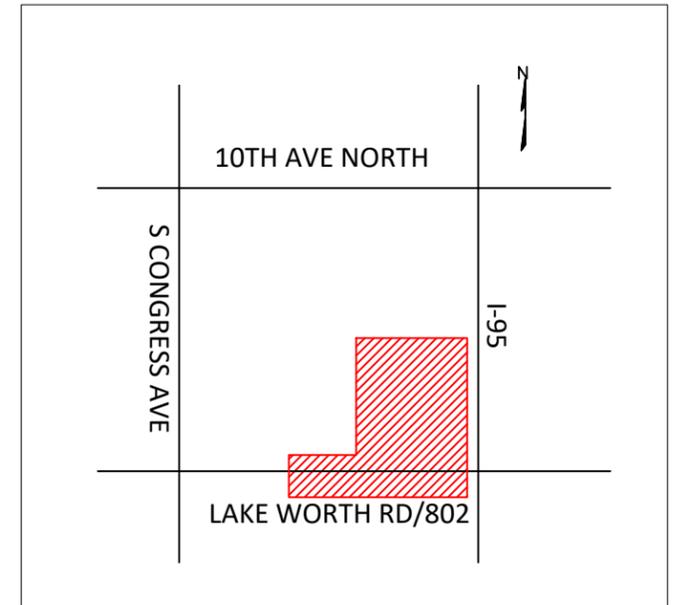
1. TRANSFER OR INSTALL POLE ID NUMBERS TO ALL NEW POLES.
2. FIRST STAGE LATERAL FUSES ARE 100T.
3. ALL REPLACED POLES TO BE SET INLINE AND WITHIN 5' OF THE EXISTING POLE. THE CONSTRUCTION PRINT SHOWS PREFERRED SIDE, BUT CONTRACTOR MAY ADJUST AS NEEDED. ALL NEW POLES ARE DIMENSIONED OUT ON THE PRINT.
4. UG WIRE SIZES FROM GIS. CONFIRM BEFORE CONSTRUCTION.

BLOCKS & LEGEND

REMOVE	EXISTING	PROPOSED	
			OH FUSE SWITCH
			OH LIGHTING ARRESTOR
			OH DS SWITCH
			OH TRANSFORMER
			OH AFS/RECLOSER
			STANDARD STREETLIGHT
			OUTSIDE LIGHT
			WOOD POLE
			CONCRETE POLE
			CABLE RISER
			DUCTILE IRON POLE
			GUY
			METER
			CAPACITOR
			LOCS
			TX
			FIRE HYDRANT
			0702 OH FEEDER
			PR/RP OH FEEDER
			1W13 OH PRIMARY
			UG FEEDER
			UG PRIMARY
			SECONDARY
			WATER
			FIBER
			SEWER

GUY ANNOTATION

GUY SIZE - INSULATOR IF REQUIRED - ATTACHMENT ON POLE - DISTANCE TO GUY
 INSULATOR ABBREVIATIONS: INS-18", INL-90", INX-144"



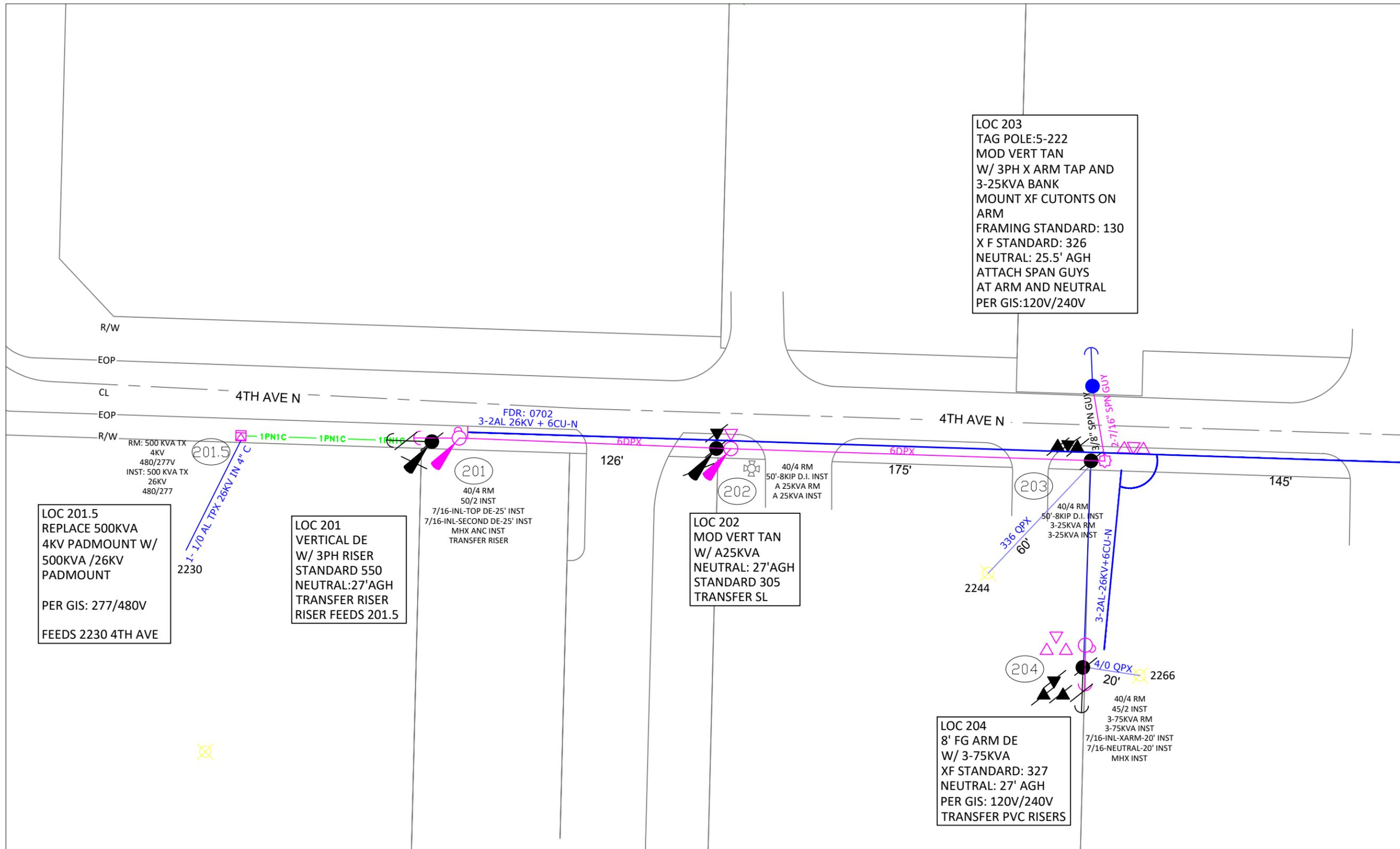
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'



CITY OF LAKE WORTH UTILITIES		JOB NUMBER	REV
0702 VOLTAGE CONVERSION PHASE 1 & 2		155789	2
FEEDERS 0702		DRAWING NUMBER	
		GP1	

FOR 36x24 DWG ONLY



LOC 203
 TAG POLE:5-222
 MOD VERT TAN
 W/ 3PH X ARM TAP AND
 3-25KVA BANK
 MOUNT XF CUTONTS ON
 ARM
 FRAMING STANDARD: 130
 X F STANDARD: 326
 NEUTRAL: 25.5' AGH
 ATTACH SPAN GUY
 AT ARM AND NEUTRAL
 PER GIS:120V/240V

LOC 201.5
 REPLACE 500KVA
 4KV PADMOUNT W/
 500KVA /26KV
 PADMOUNT
 PER GIS: 277/480V
 FEEDS 2230 4TH AVE

LOC 201
 VERTICAL DE
 W/ 3PH RISER
 STANDARD 550
 NEUTRAL:27'AGH
 TRANSFER RISER
 RISER FEEDS 201.5

LOC 202
 MOD VERT TAN
 W/ A25KVA
 NEUTRAL: 27'AGH
 STANDARD 305
 TRANSFER SL

LOC 204
 8' FG ARM DE
 W/ 3-75KVA
 XF STANDARD: 327
 NEUTRAL: 27' AGH
 PER GIS: 120V/240V
 TRANSFER PVC RISERS

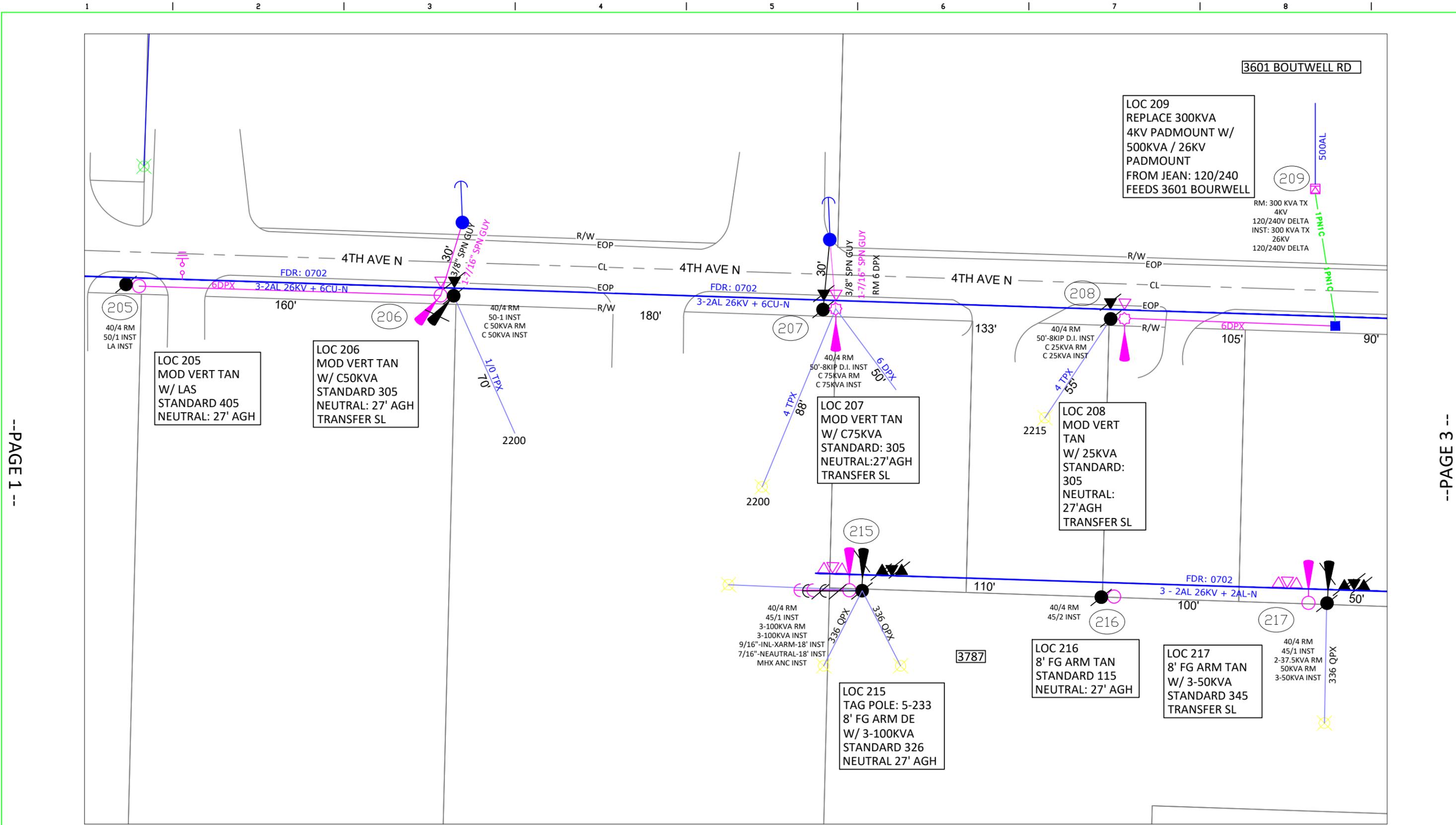
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued For Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/26/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
 0702 VOLTAGE CONVERSION
 PHASE 1 & 2
 FEEDERS
 0702

JOB NUMBER	155789	REV	2
DRAWING NUMBER	1/22		



--PAGE 1--

--PAGE 3--

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

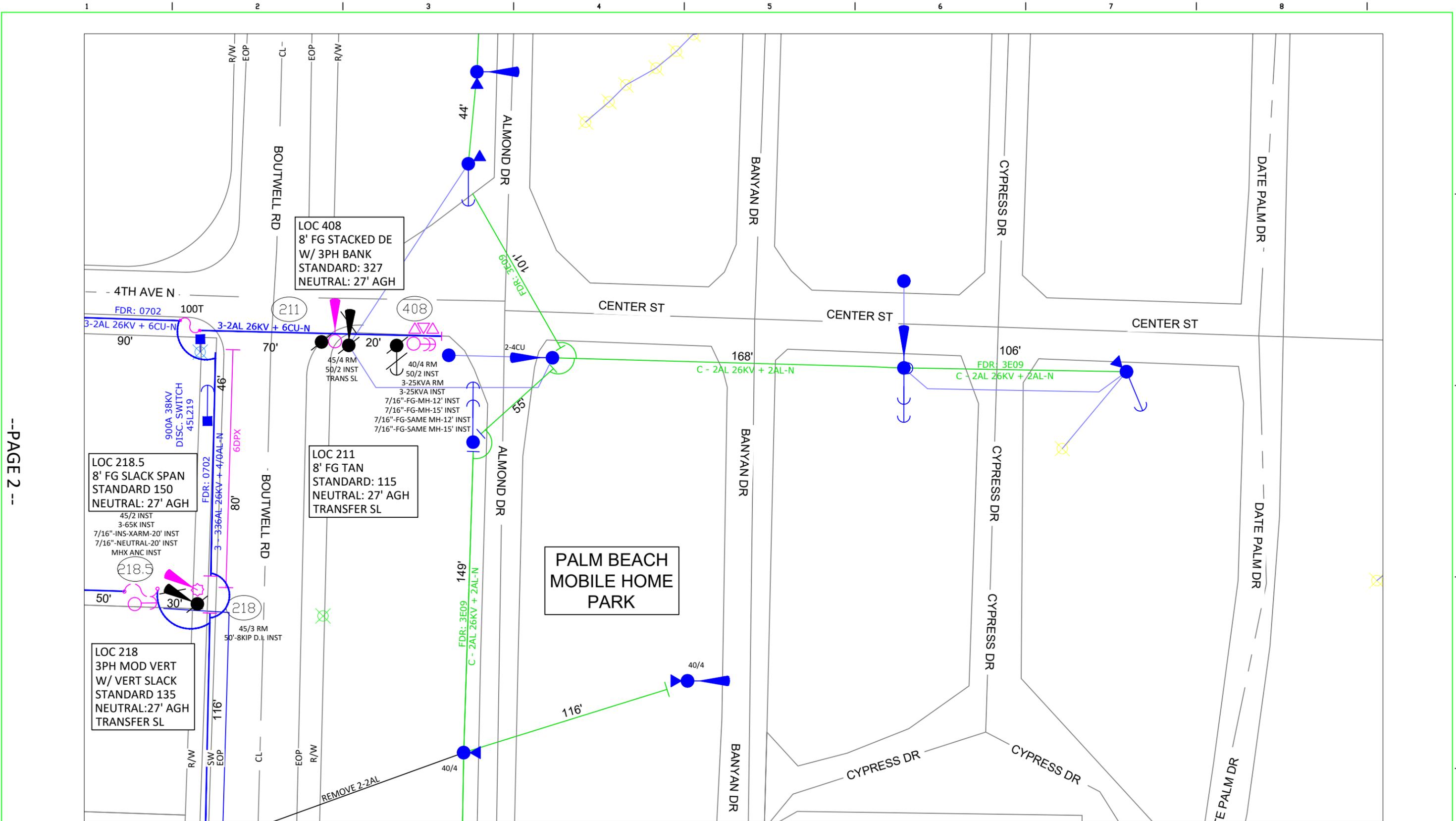
DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'



CITY OF LAKE WORTH UTILITIES
 0702 VOLTAGE CONVERSION
 PHASE 1 & 2
 FEEDERS
 0702

JOB NUMBER	155789
REV	2
DRAWING NUMBER	2/22

FDR 36x24 DWG ONLY



--PAGE 2 --

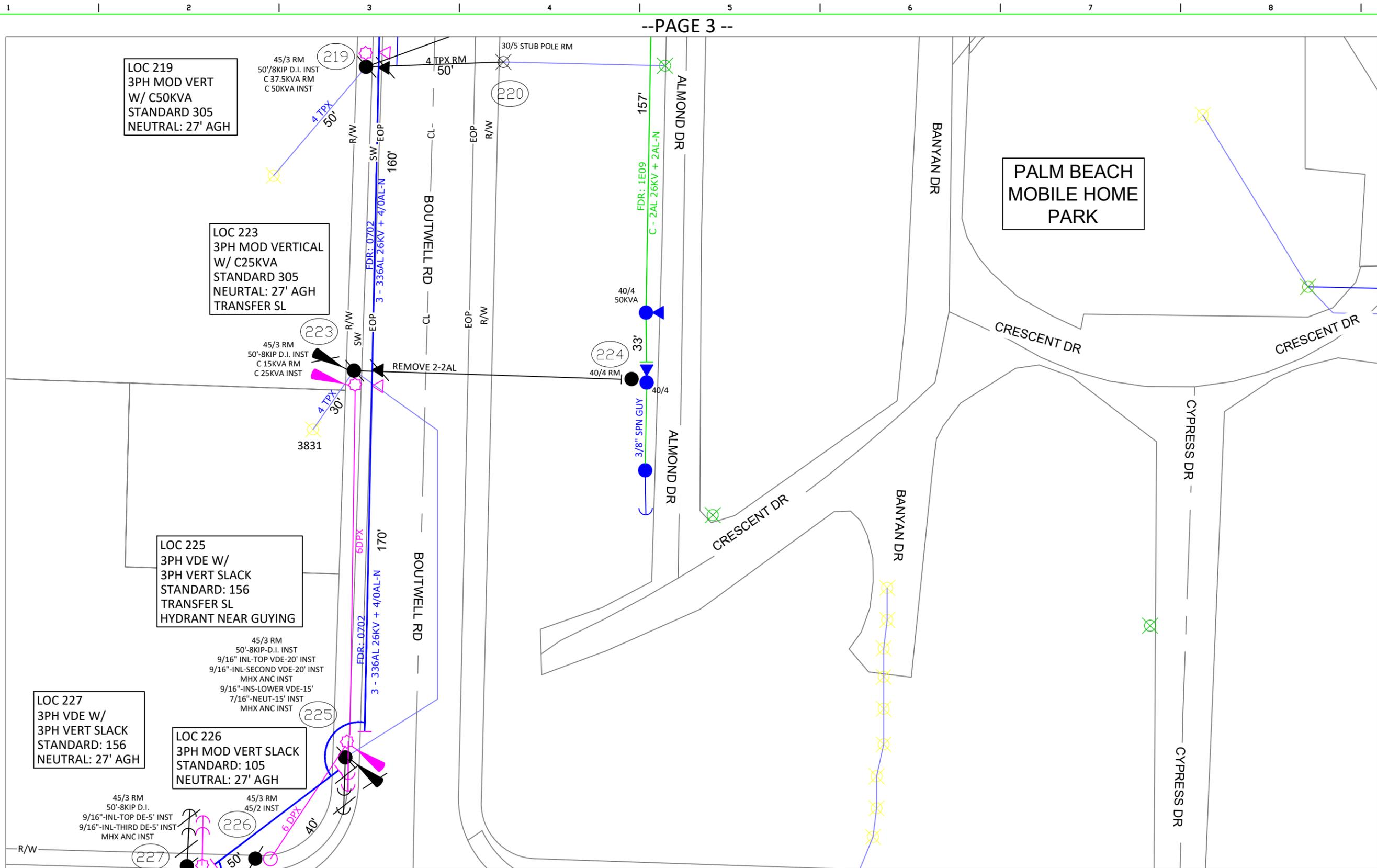
--PAGE 4 --

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued For Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'



CITY OF LAKE WORTH UTILITIES		JOB NUMBER	REV
0702 VOLTAGE CONVERSION PHASE 1 & 2		155789	2
FEEDERS 0702		DRAWING NUMBER	
		3/22	



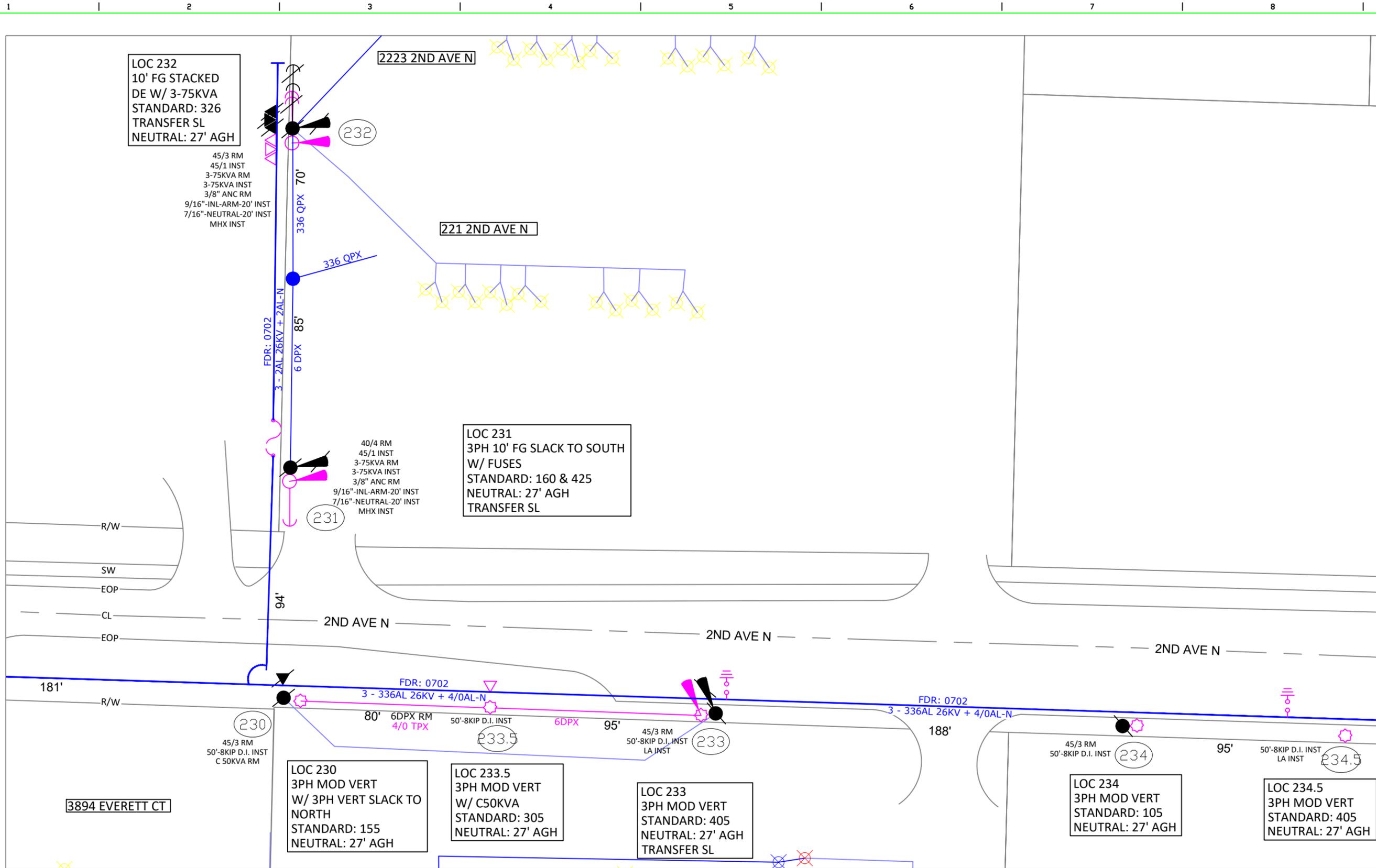
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
 0702 VOLTAGE CONVERSION
 PHASE 1 & 2
 FEEDERS
 0702

JOB NUMBER	155789	REV	2
DRAWING NUMBER	4/22		



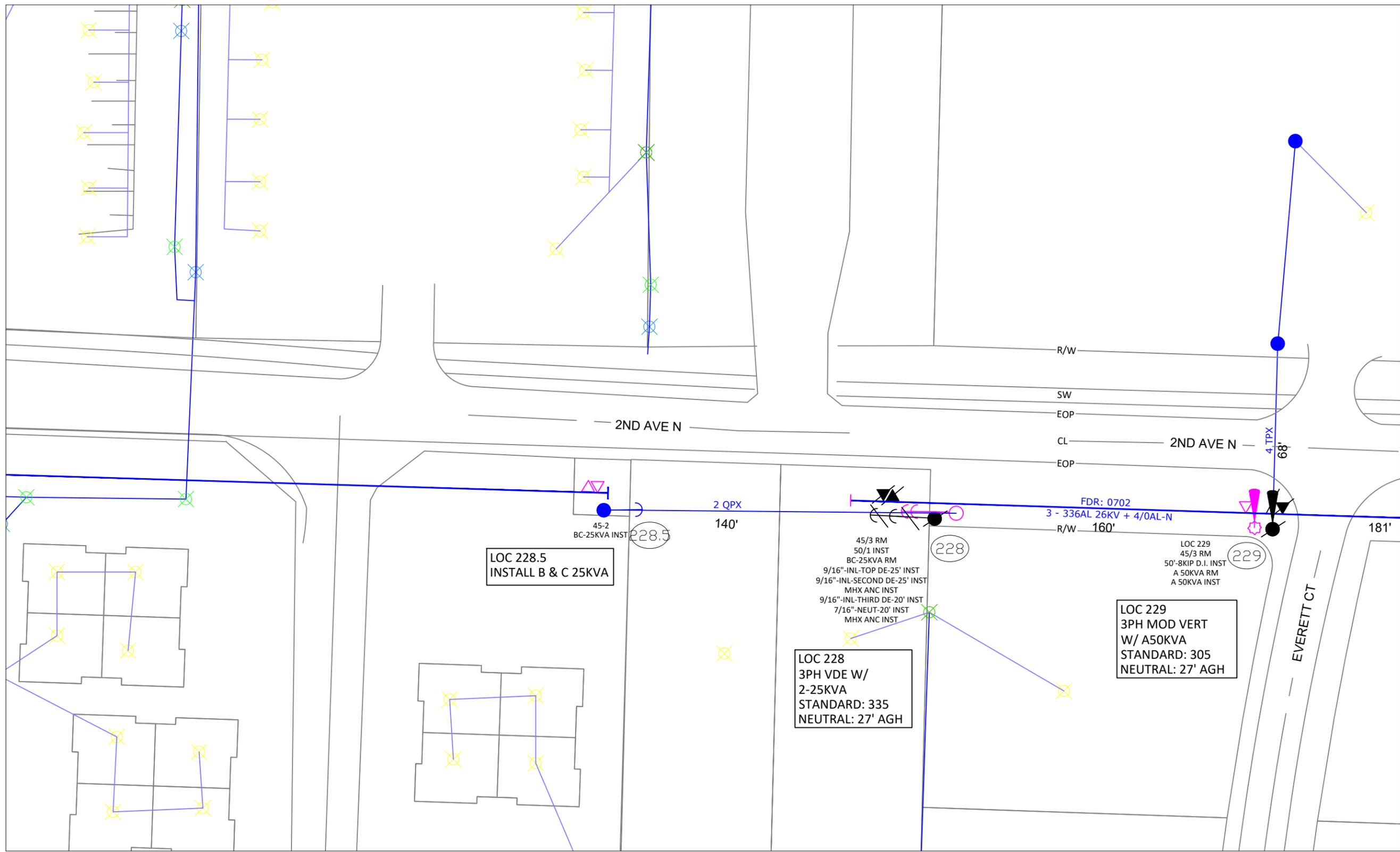
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued For Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
 0702 VOLTAGE CONVERSION
 PHASE 1 & 2
 FEEDERS
 0702

JOB NUMBER	155789	REV	2
DRAWING NUMBER	5/22		



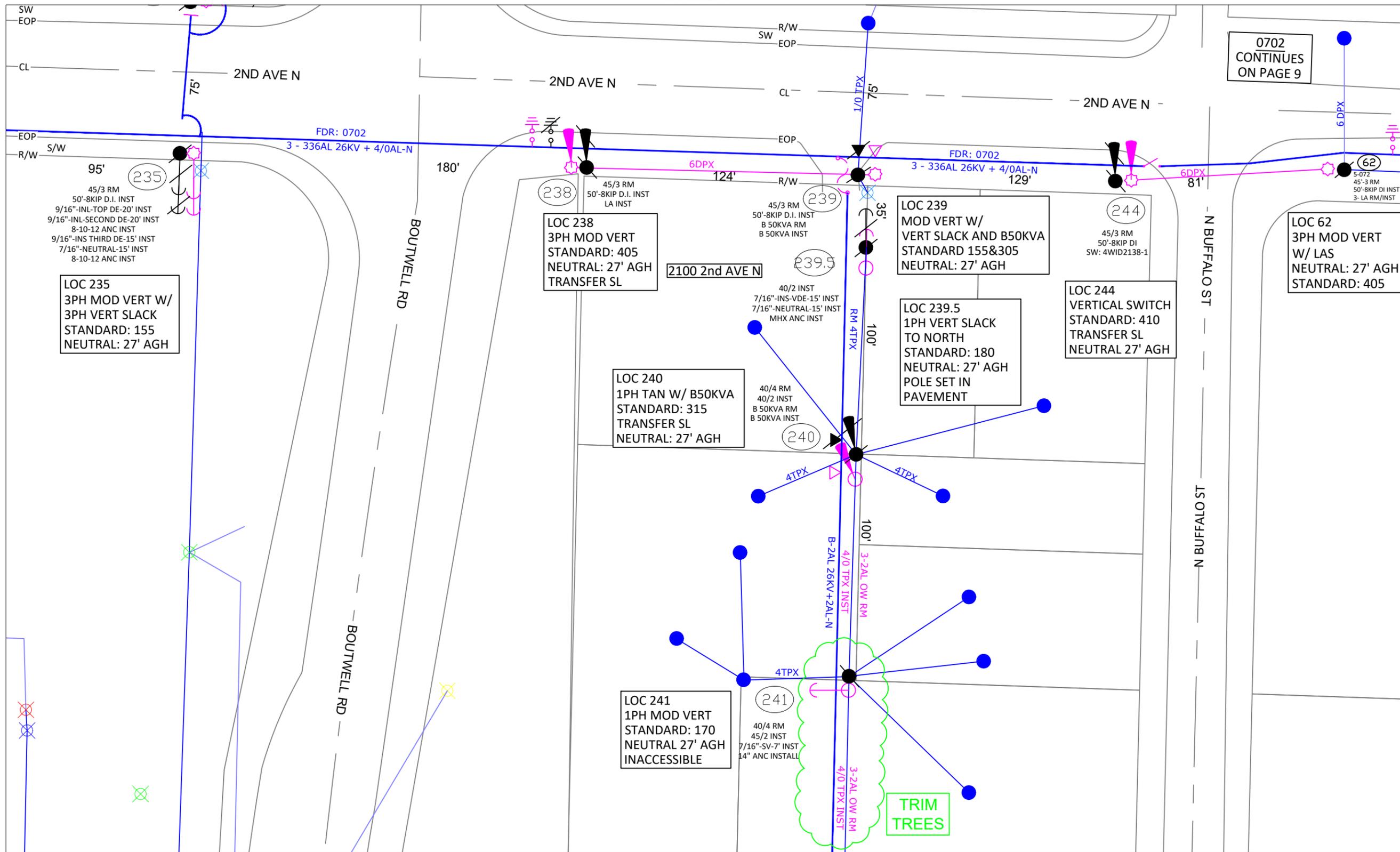
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
 0702 VOLTAGE CONVERSION
 PHASE 1 & 2
 FEEDERS
 0702

JOB NUMBER
155789
 REV
2
 DRAWING NUMBER
6/22



--PAGE 5--

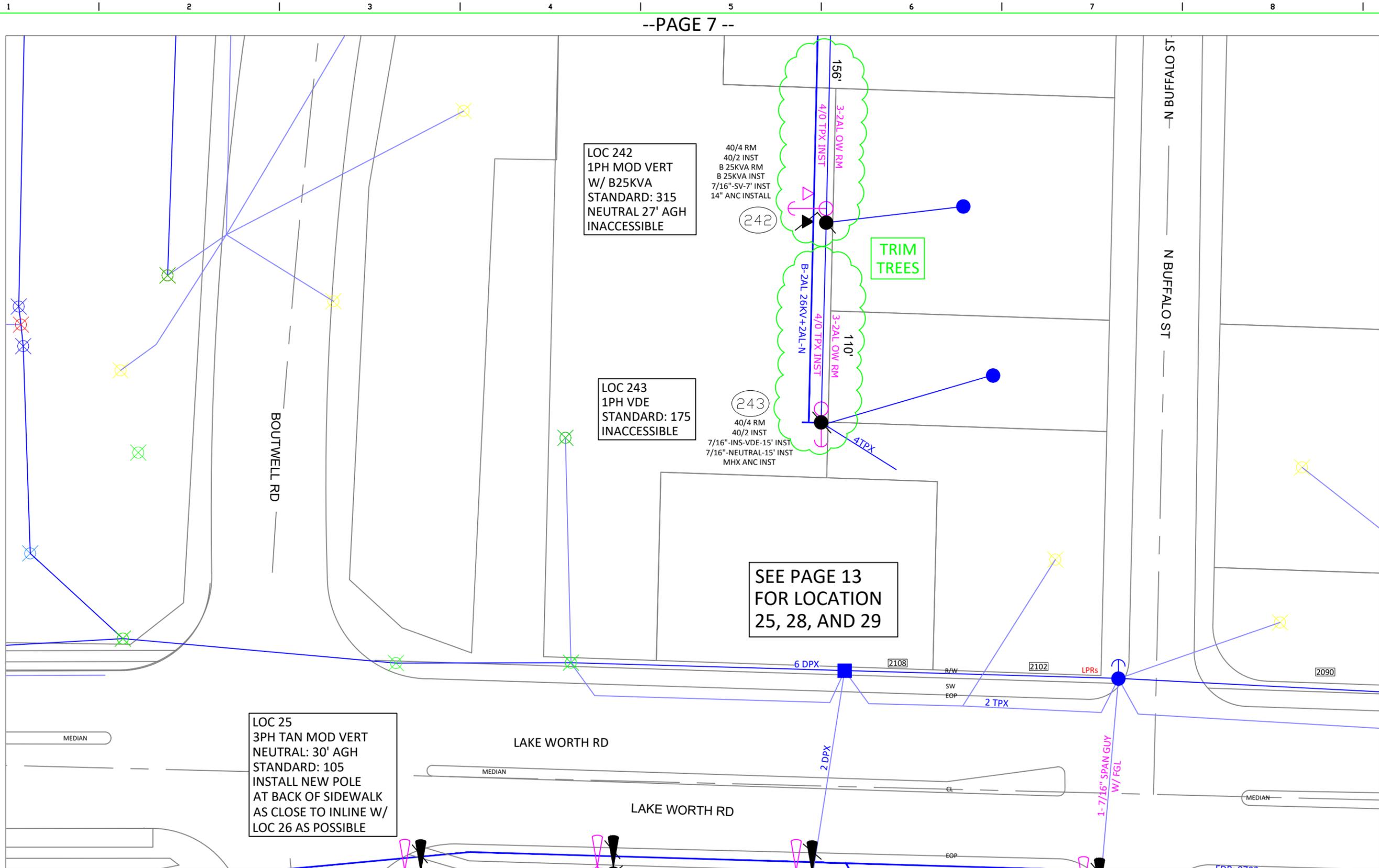
--PAGE 20--

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES		JOB NUMBER	REV
0702 VOLTAGE CONVERSION PHASE 1 & 2		155789	2
FEEDERS 0702		DRAWING NUMBER	7/22



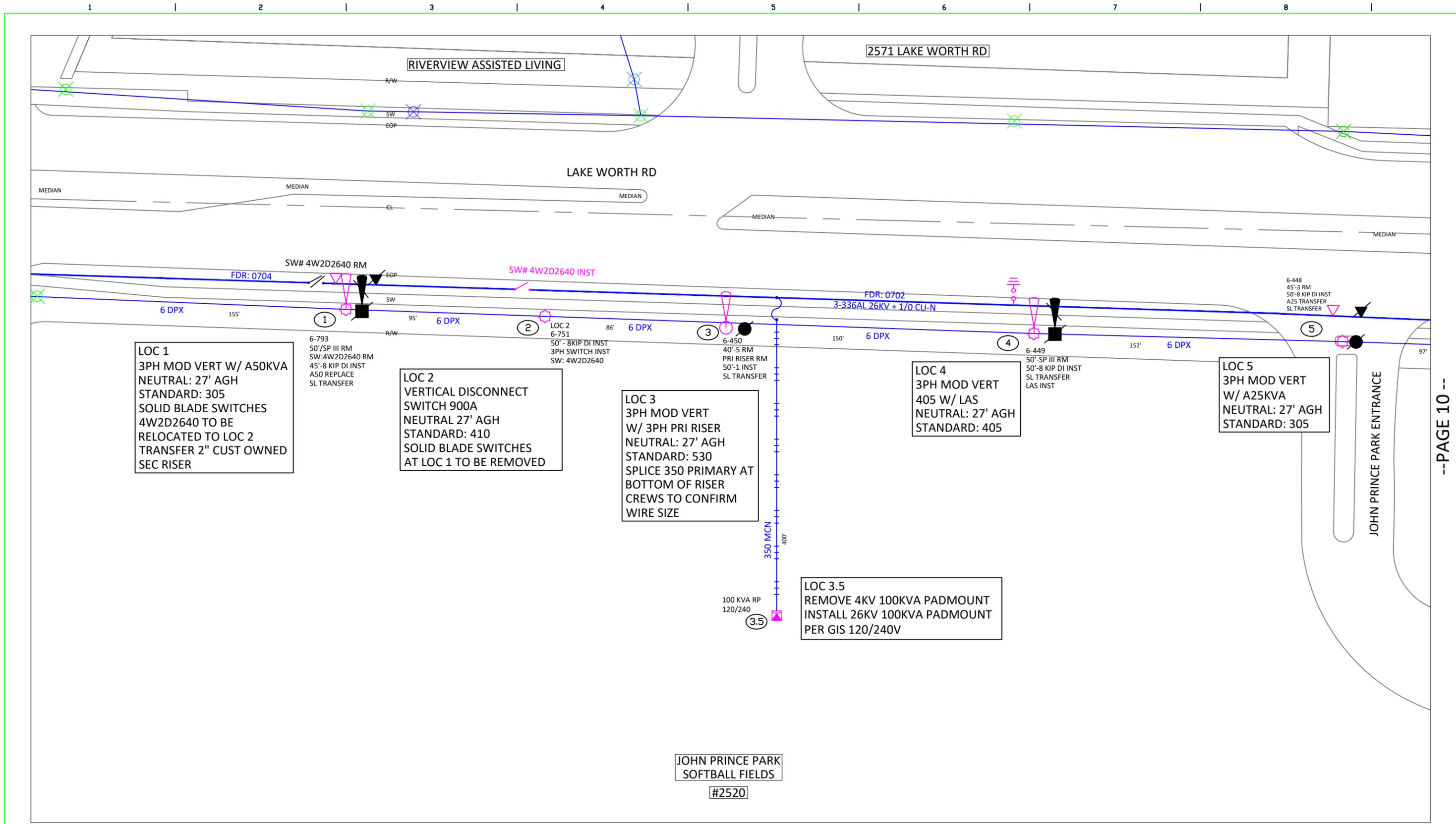
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
0702 VOLTAGE CONVERSION
PHASE 1 & 2
FEEDERS
0702

JOB NUMBER	155789	REV	2
DRAWING NUMBER	8/22		



LOC 1
 3PH MOD VERT W/ A50KVA
 NEUTRAL: 27' AGH
 STANDARD: 305
 SOLID BLADE SWITCHES
 4W2D2640 TO BE
 RELOCATED TO LOC 2
 TRANSFER 2" CUST OWNED
 SEC RISER

6-793
 50'-SP III RM
 SW:4W2D2640 RM
 45'-8 KIP DI INST
 A50 REPLACE
 SL TRANSFER

LOC 2
 VERTICAL DISCONNECT
 SWITCH 900A
 NEUTRAL 27' AGH
 STANDARD: 410
 SOLID BLADE SWITCHES
 AT LOC 1 TO BE REMOVED

LOC 2
 6-751
 50'-8KIP DI INST
 3PH SWITCH INST
 SW: 4W2D2640

LOC 3
 3PH MOD VERT
 W/ 3PH PRI RISER
 NEUTRAL: 27' AGH
 STANDARD: 530
 SPLICE 350 PRIMARY AT
 BOTTOM OF RISER
 CREWS TO CONFIRM
 WIRE SIZE

6-450
 40'-5 RM
 PRI RISER RM
 50'-1 INST
 SL TRANSFER

LOC 3.5
 REMOVE 4KV 100KVA PADMOUNT
 INSTALL 26KV 100KVA PADMOUNT
 PER GIS 120/240V

100 KVA RP
 120/240

LOC 4
 3PH MOD VERT
 405 W/ LAS
 NEUTRAL: 27' AGH
 STANDARD: 405

6-449
 50'-SP III RM
 50'-8 KIP DI INST
 SL TRANSFER
 LAS INST

LOC 5
 3PH MOD VERT
 W/ A25KVA
 NEUTRAL: 27' AGH
 STANDARD: 305

6-448
 45'-3 RM
 50'-8 KIP DI INST
 A25 TRANSFER
 SL TRANSFER

JOHN PRINCE PARK
 SOFTBALL FIELDS
 #2520

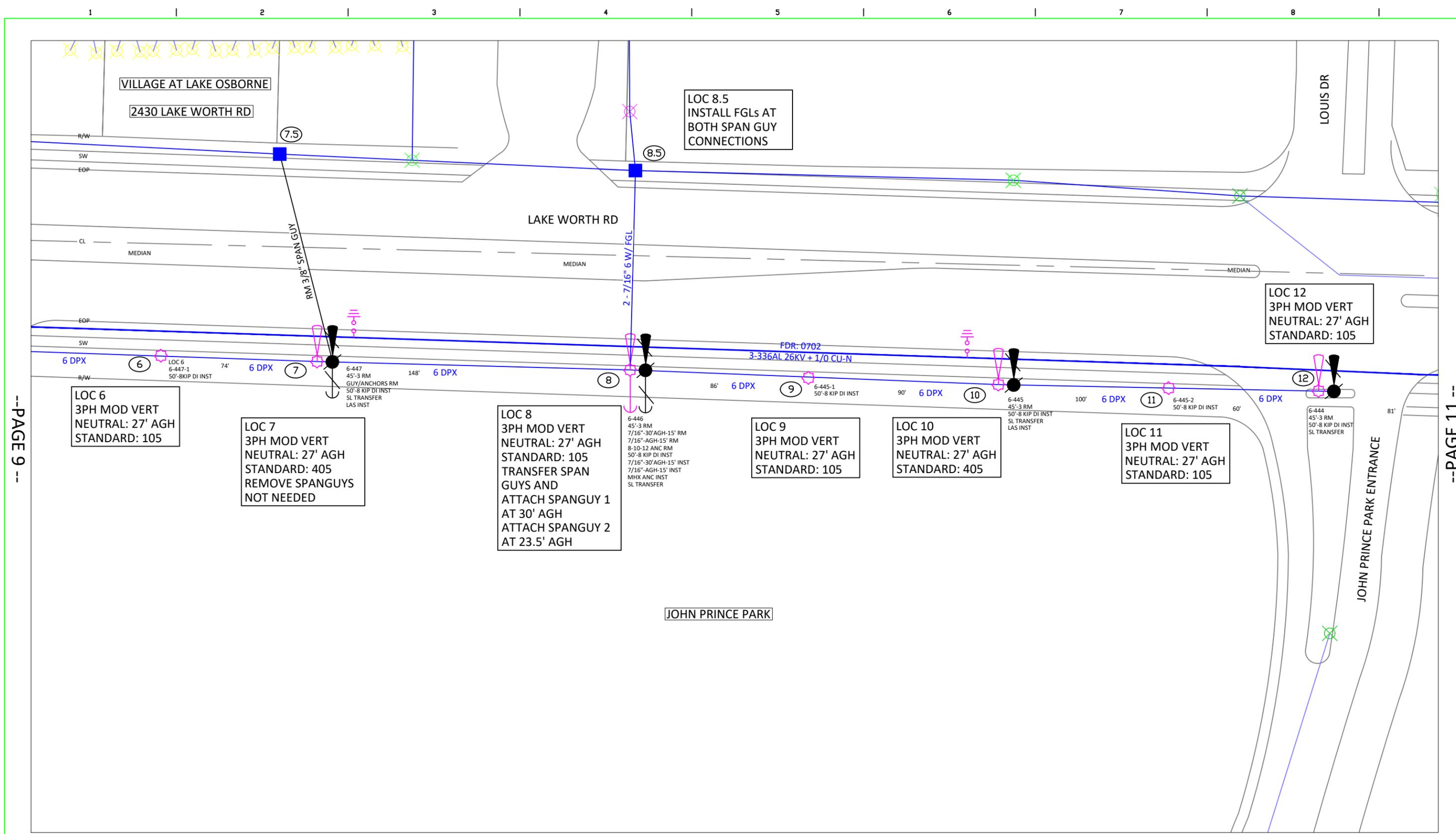
--PAGE 10--

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued For Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES 0702 VOLTAGE CONVERSION PHASE 1 & 2 FEEDERS 0702	JOB NUMBER 155789	REV 2
	DRAWING NUMBER 9/22	



--PAGE 9--

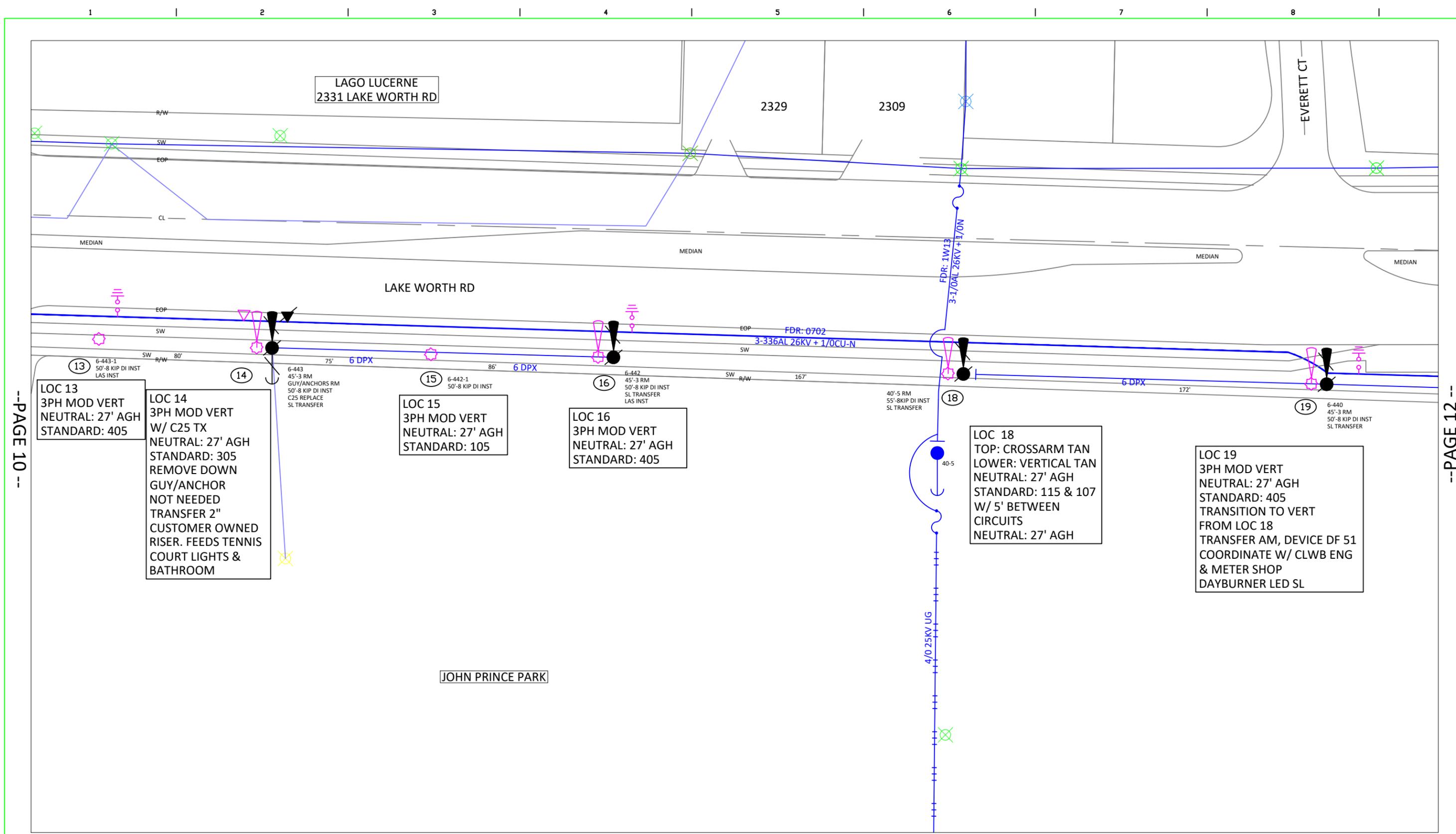
--PAGE 11--

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES		JOB NUMBER	REV
0702 VOLTAGE CONVERSION PHASE 1 & 2		155789	2
FEEDERS 0702		DRAWING NUMBER	10/22



--PAGE 10--

--PAGE 12--

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

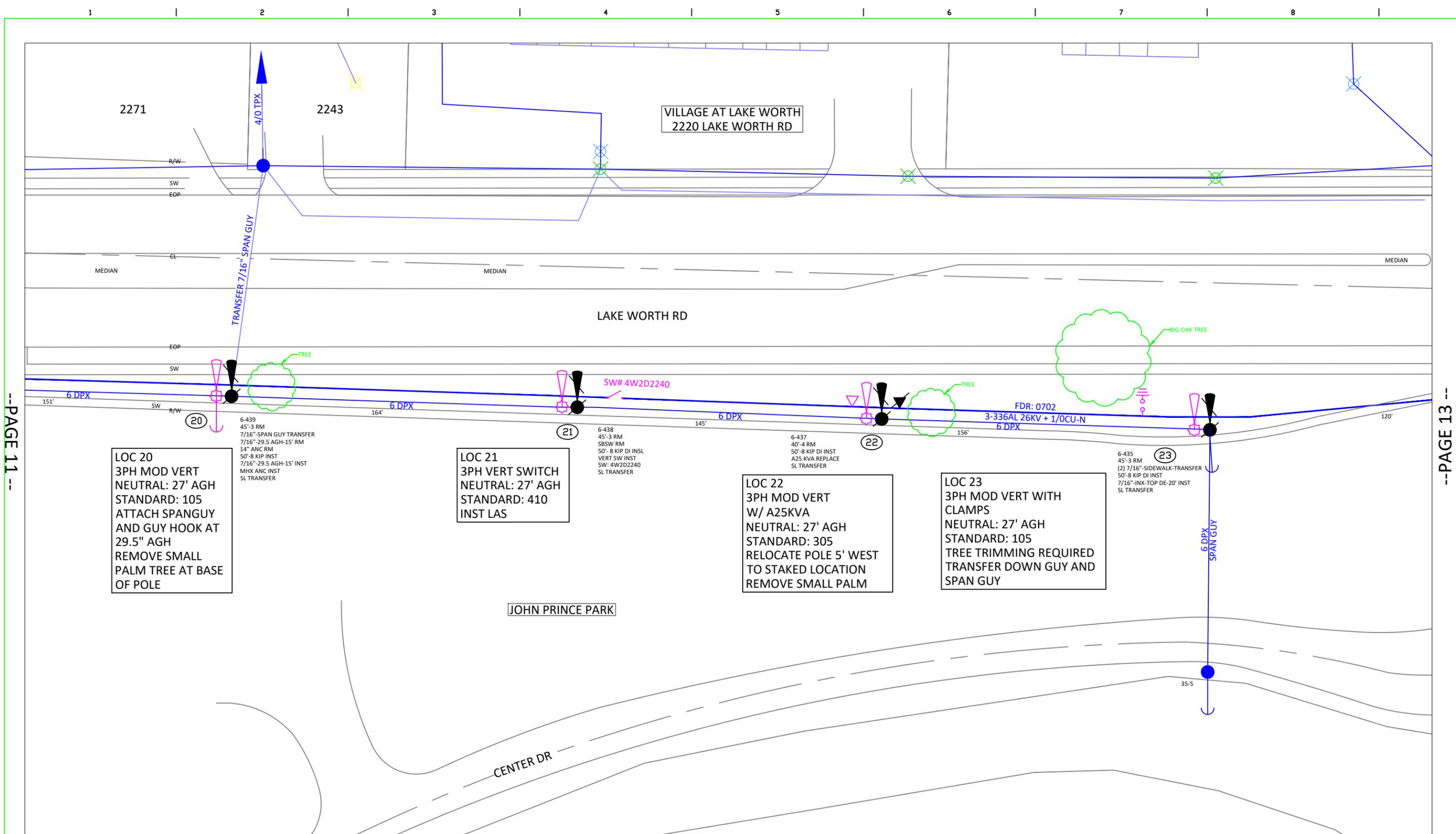
DSGN	PEI
DRN	PEI
CKD	PEI
SCALE	1" = 20'



CITY OF LAKE WORTH UTILITIES
 0702 VOLTAGE CONVERSION
 PHASE 1 & 2
 FEEDERS
 0702

JOB NUMBER	155789	REV	2
DRAWING NUMBER	11/22		

FDR 36x24 DWG ONLY



--PAGE 11--

--PAGE 13--

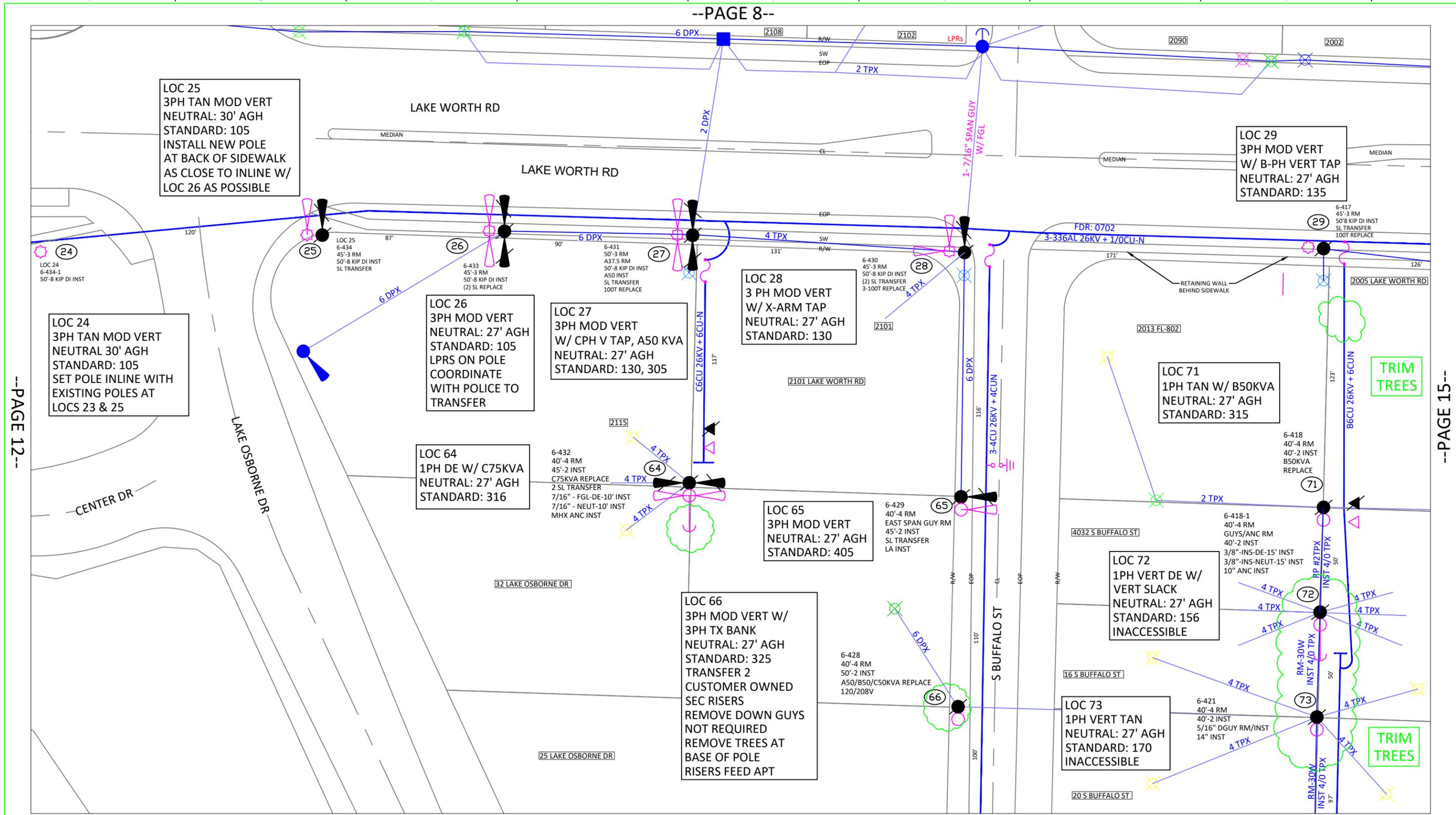
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
0702 VOLTAGE CONVERSION
PHASE 1 & 2
FEEDERS
0702

JOB NUMBER	155789	REV	2
DRAWING NUMBER	12/22		



--PAGE 12--

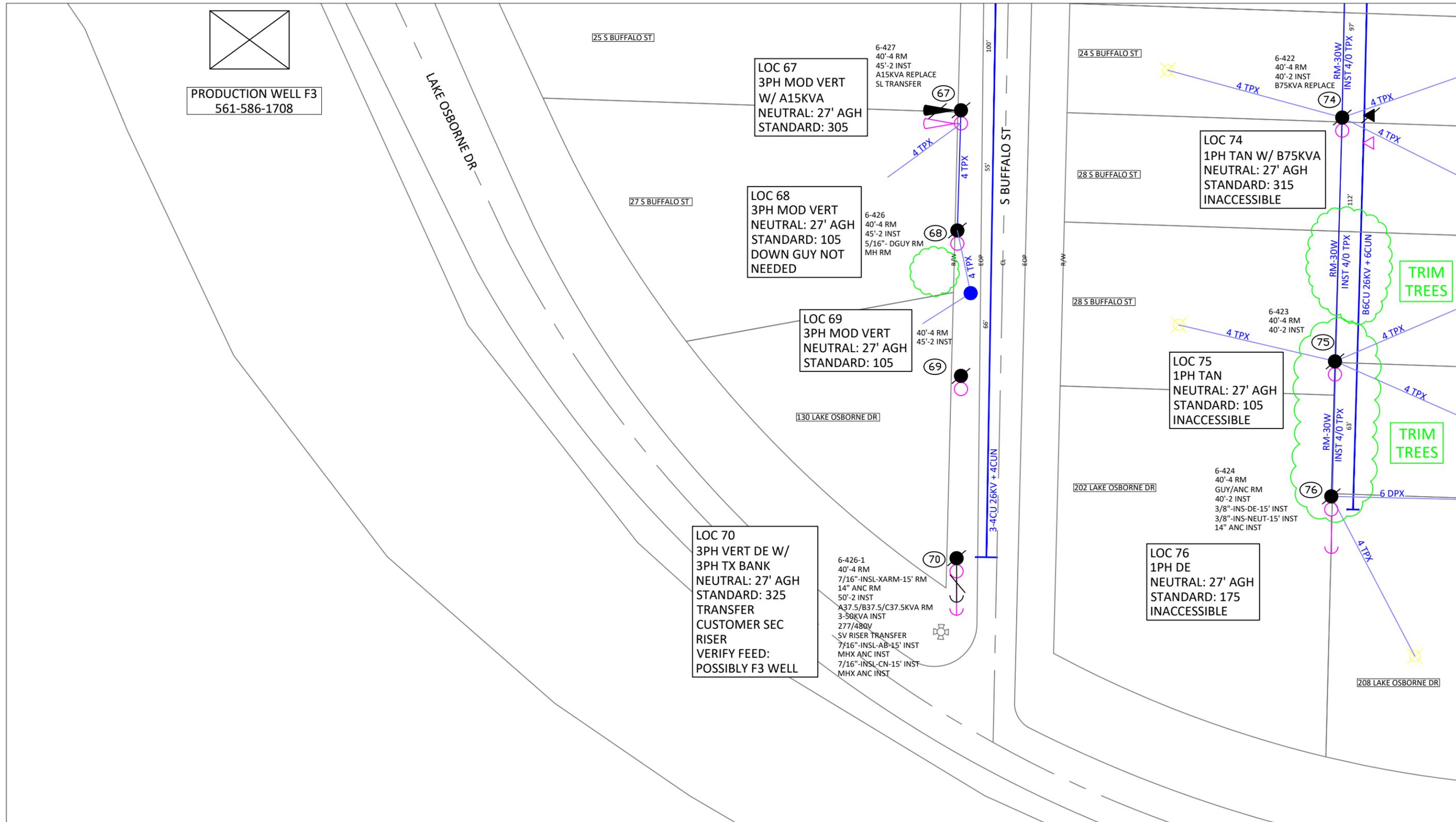
--PAGE 15--

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued For Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES 0702 VOLTAGE CONVERSION PHASE 1 & 2 FEEDERS 0702	JOB NUMBER 155789	REV 2
	DRAWING NUMBER 13/22	



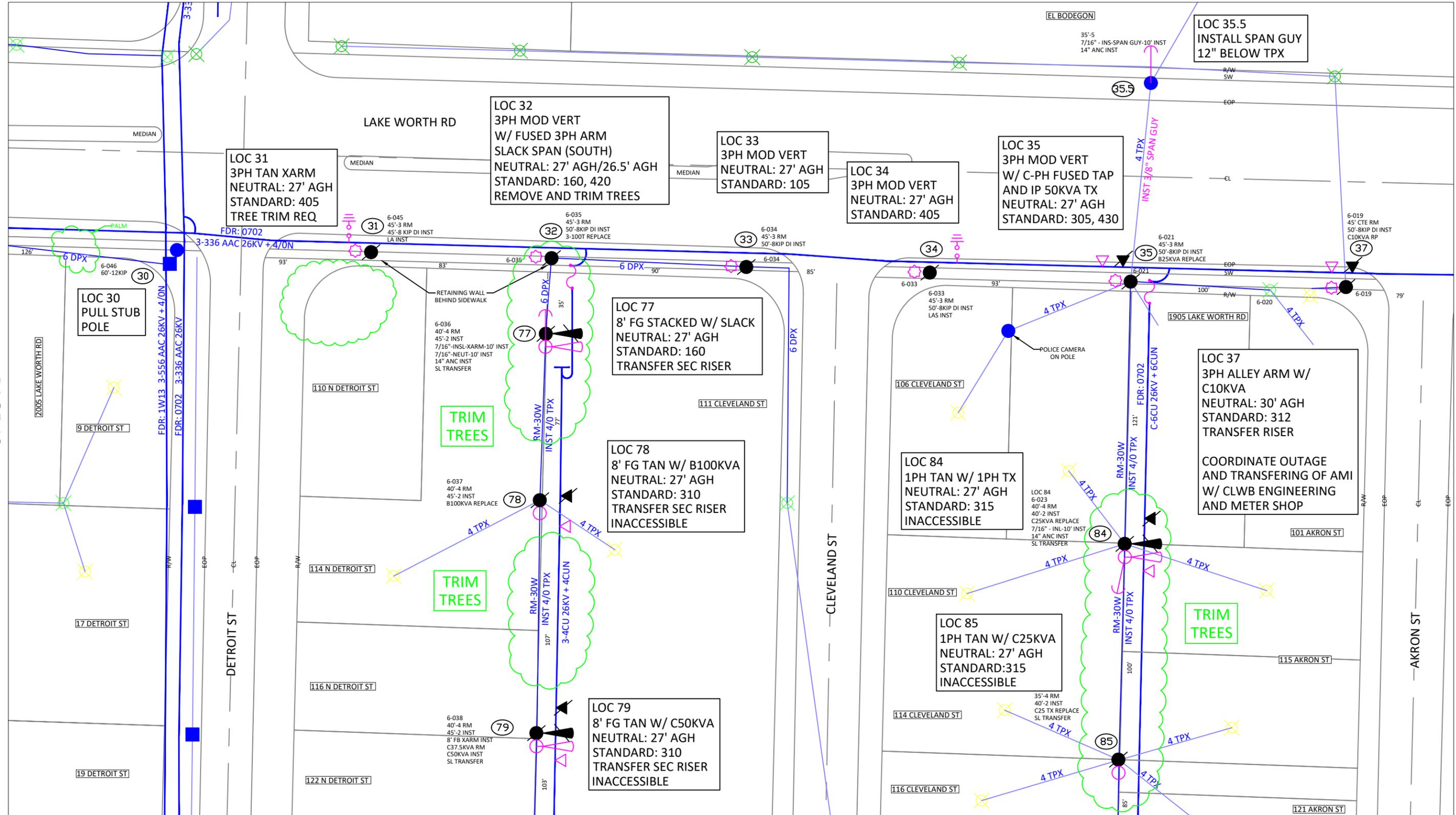
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
0702 VOLTAGE CONVERSION
PHASE 1 & 2
FEEDERS
0702

JOB NUMBER	155789	REV	2
DRAWING NUMBER	14/22		



--PAGE 13--

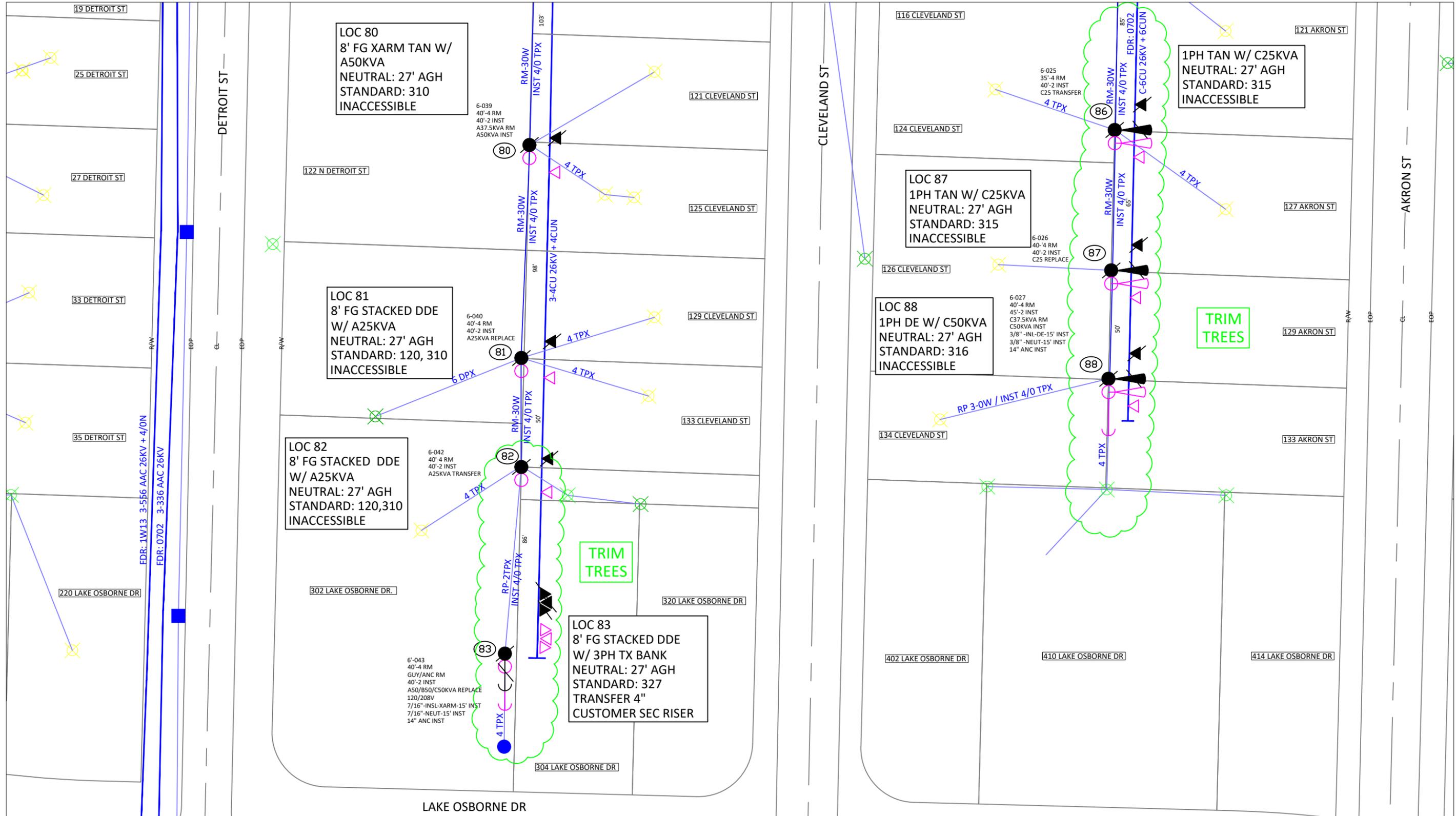
--PAGE 17--

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES		JOB NUMBER	REV
0702 VOLTAGE CONVERSION PHASE 1 & 2		155789	2
FEEDERS 0702		DRAWING NUMBER	15/22



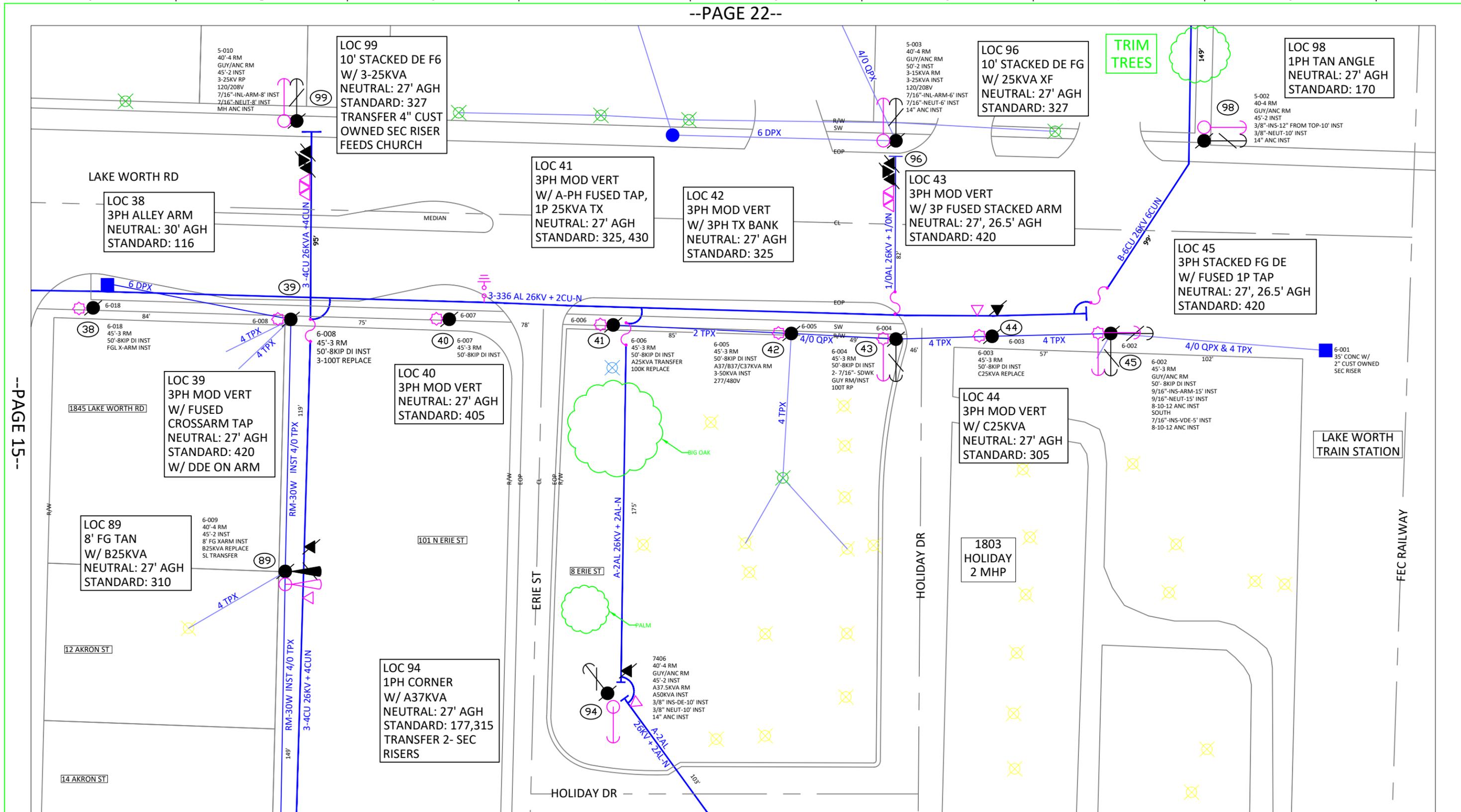
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
 0702 VOLTAGE CONVERSION
 PHASE 1 & 2
 FEEDERS
 0702

JOB NUMBER	155789	REV	2
DRAWING NUMBER	16/22		



--PAGE 15--

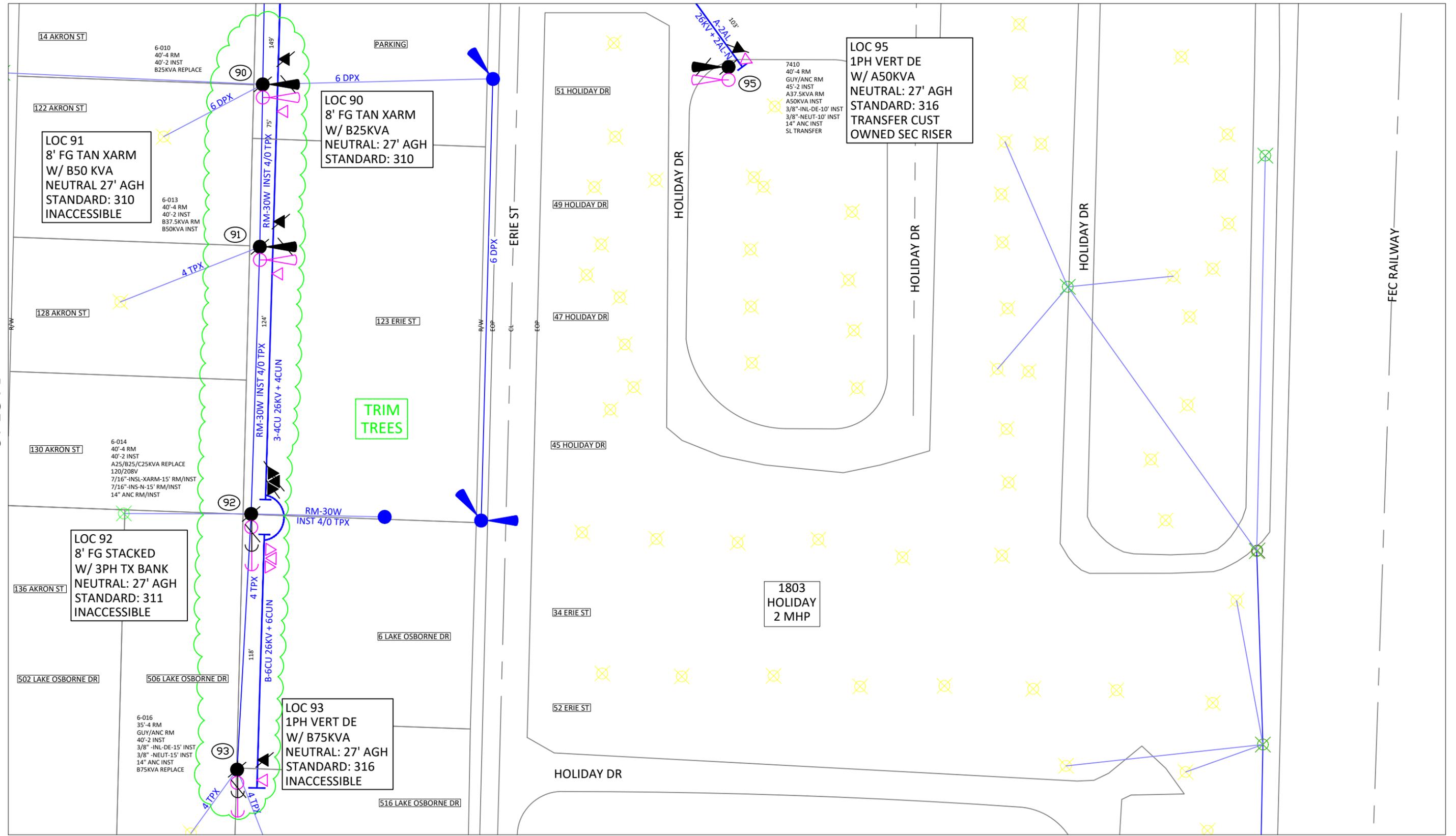
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'

FOR 36x24 DWG ONLY



CITY OF LAKE WORTH UTILITIES		JOB NUMBER	REV
0702 VOLTAGE CONVERSION PHASE 1 & 2		155789	2
FEEDERS 0702		DRAWING NUMBER	17/22



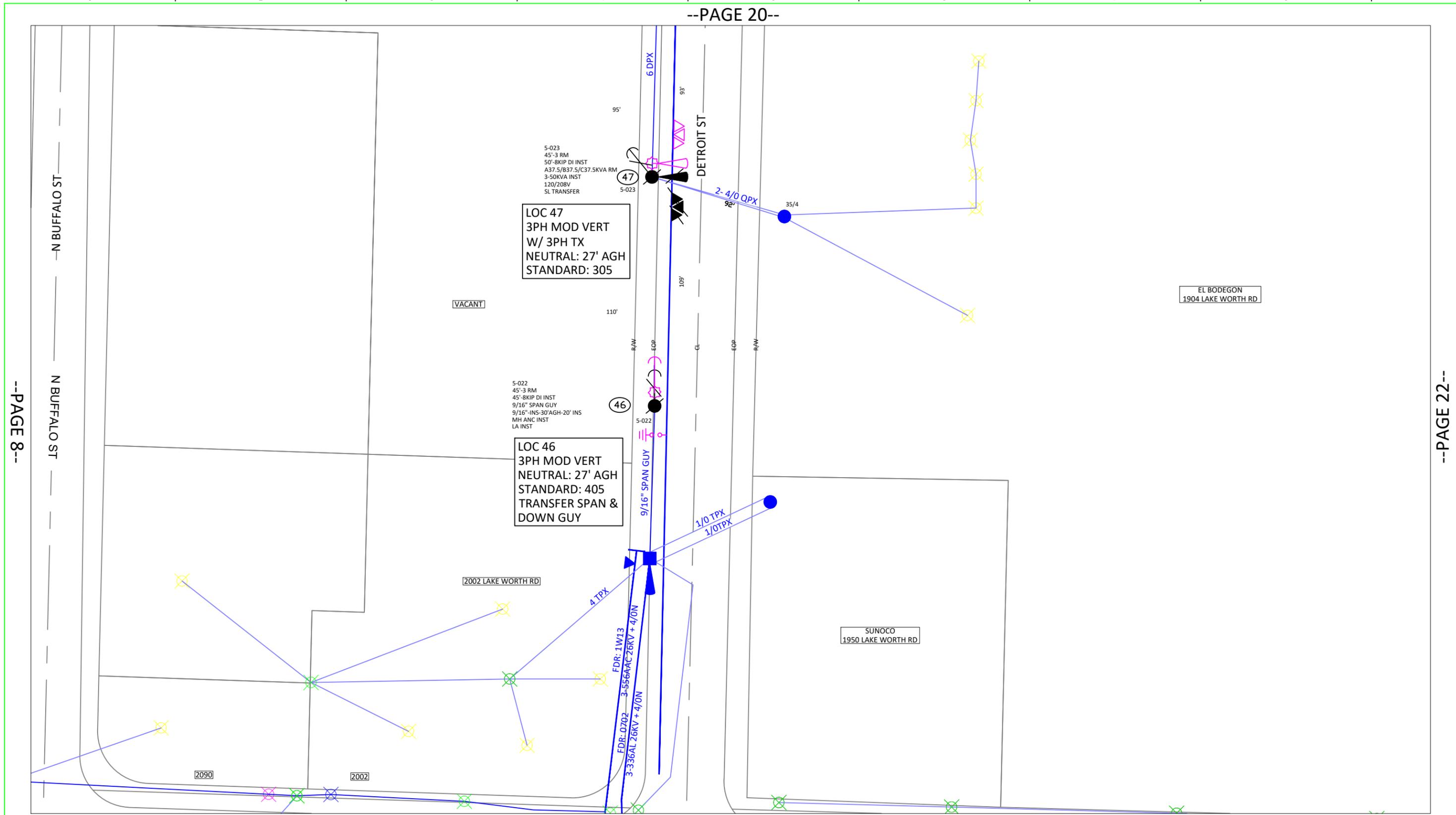
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
 0702 VOLTAGE CONVERSION
 PHASE 1 & 2
 FEEDERS
 0702

JOB NUMBER
 155789
 DRAWING NUMBER
 18/22



--PAGE 8--

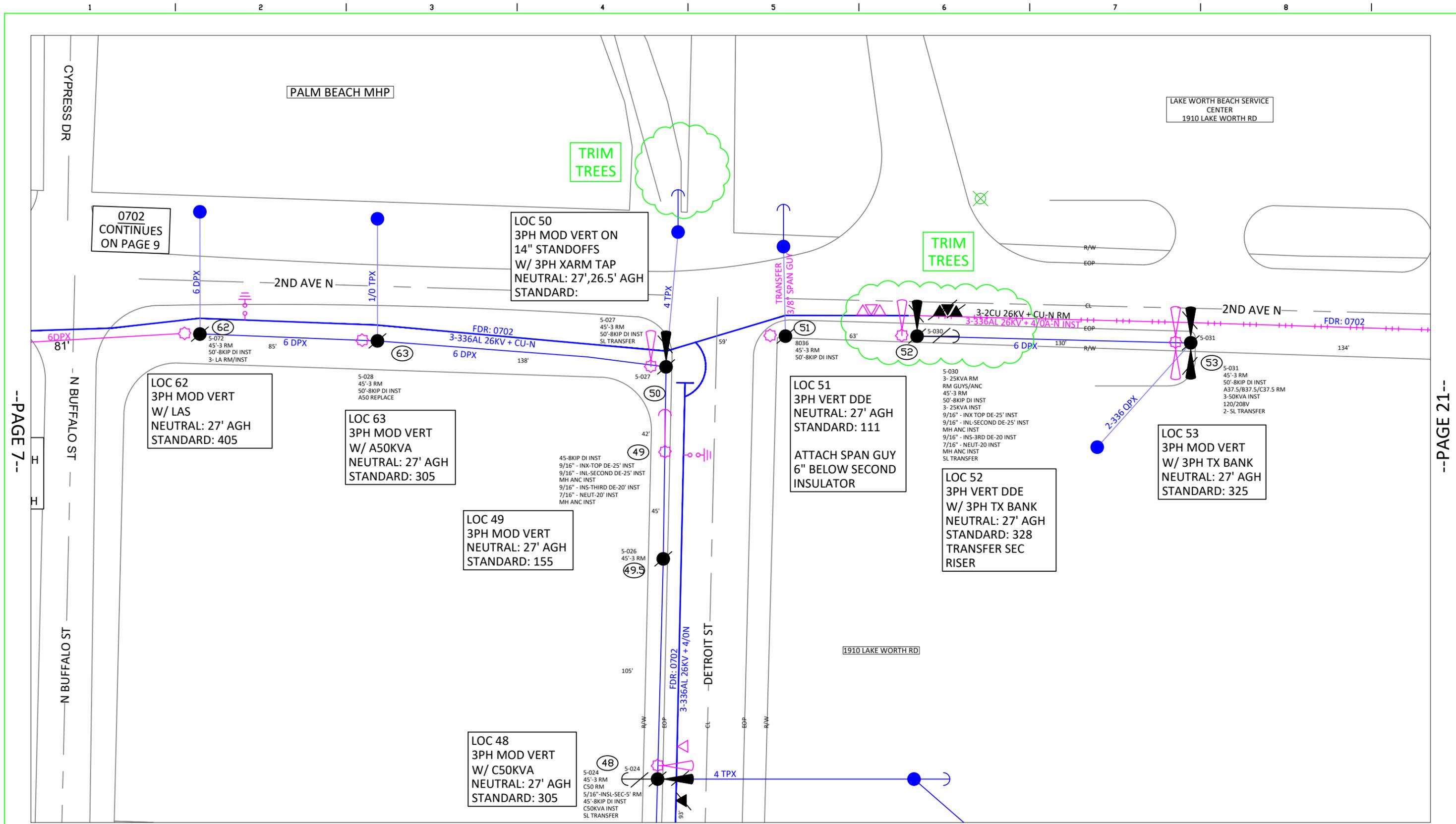
--PAGE 22--

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES 0702 VOLTAGE CONVERSION PHASE 1 & 2 FEEDERS 0702	JOB NUMBER 155789	REV 2
	DRAWING NUMBER 19/22	

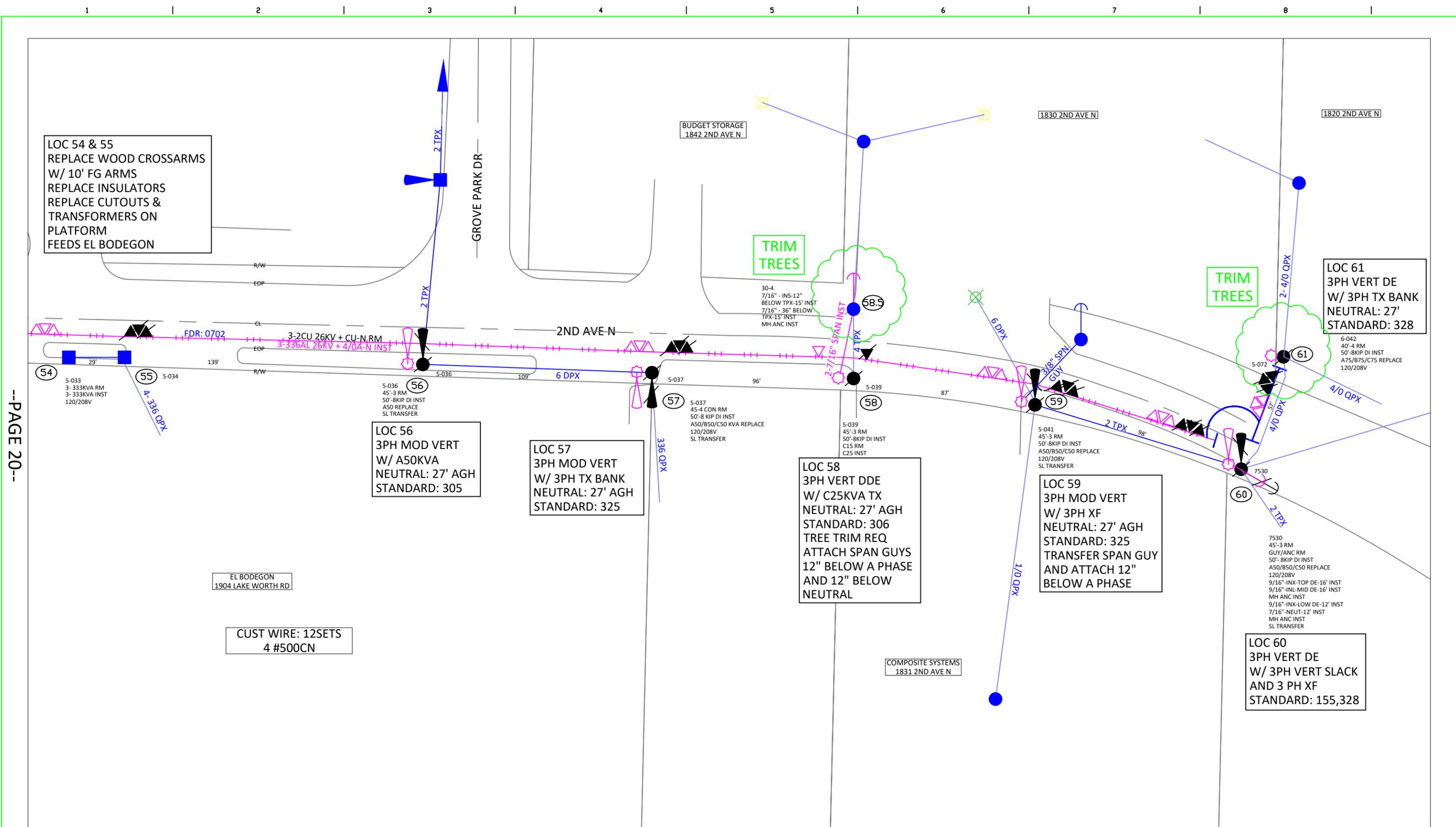


REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES		JOB NUMBER	REV
0702 VOLTAGE CONVERSION PHASE 1 & 2		155789	2
FEEDERS 0702		DRAWING NUMBER	20/22



--PAGE 20--

--PAGE 22--

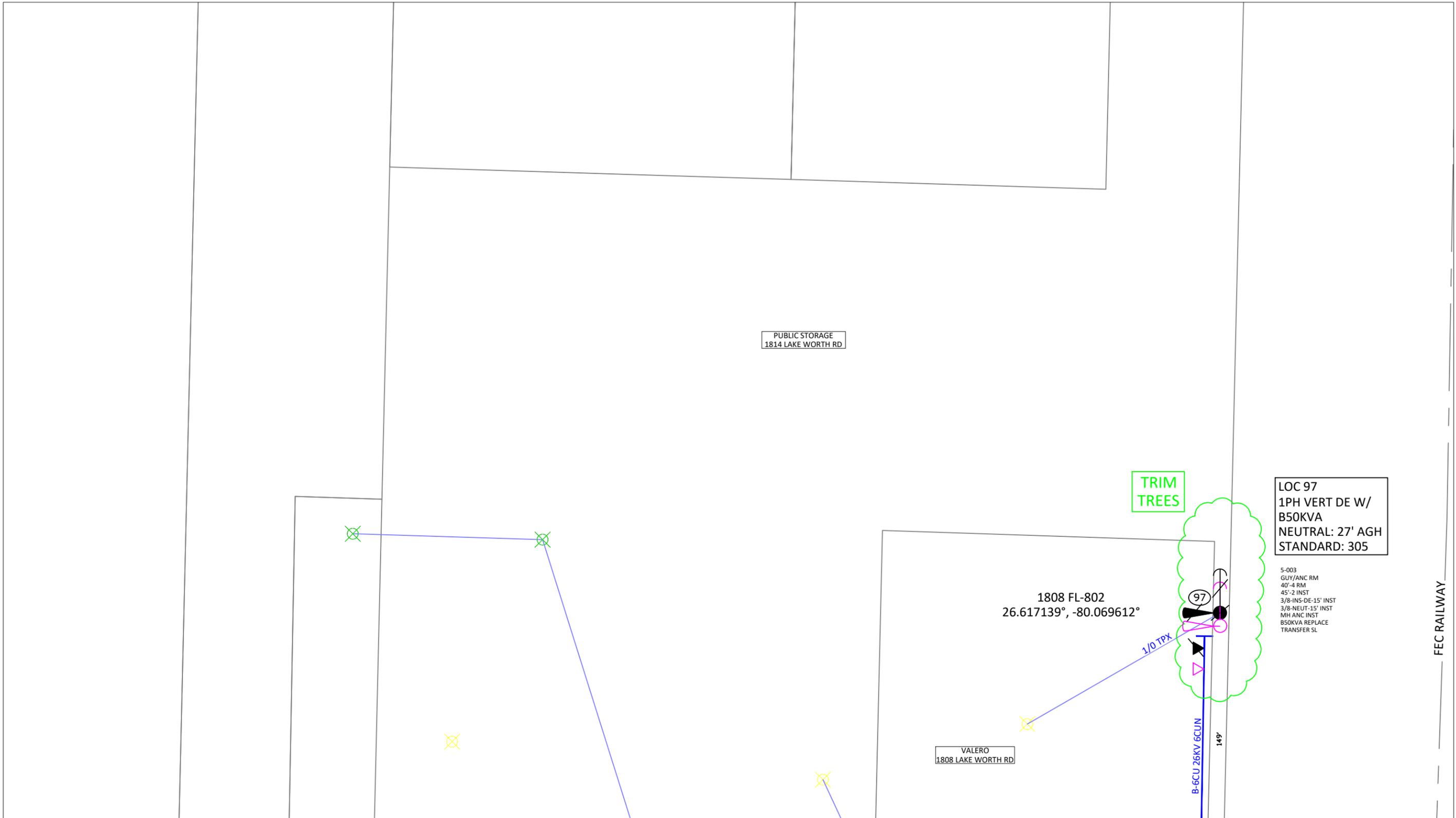
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
 0702 VOLTAGE CONVERSION
 PHASE 1 & 2
 FEEDERS
 0702

JOB NUMBER
 155789
 DRAWING NUMBER
 21/22



REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review Phase 2	5/29/2020	PEI	PEI	PEI		
1	90% Review Phase 1	5/15/2020	PEI	PEI	PEI	*	

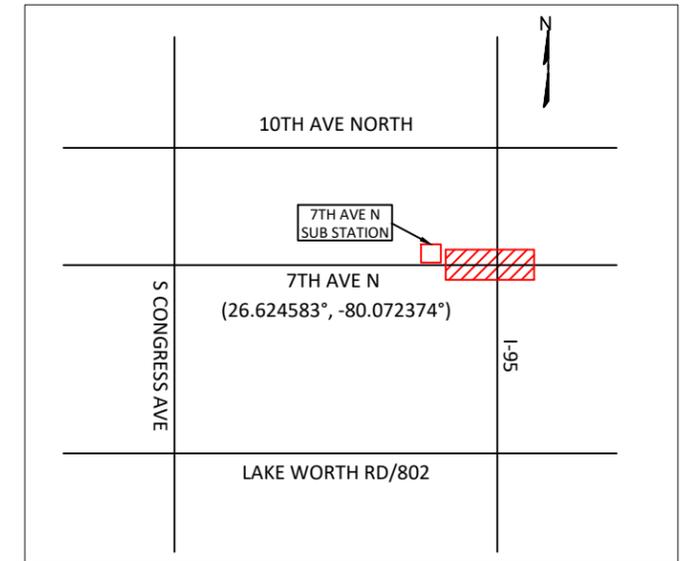
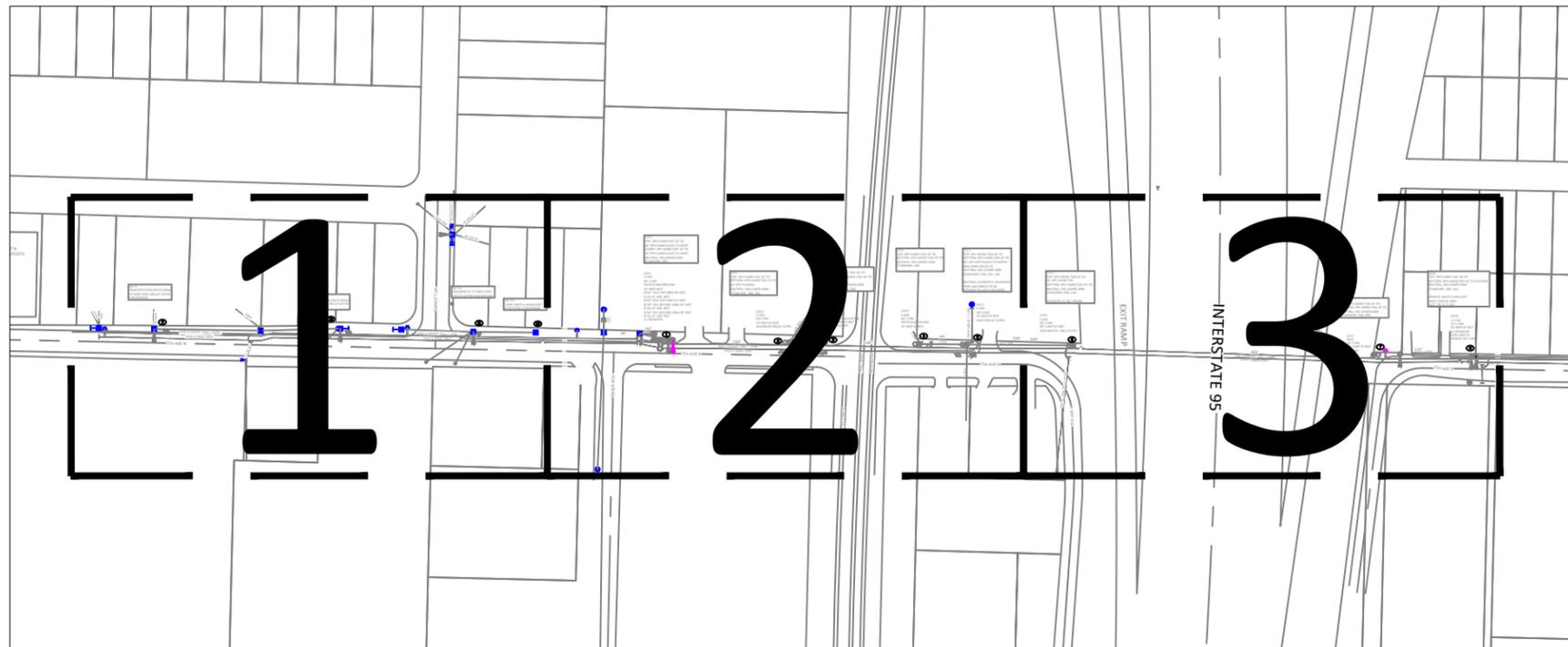
DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
 0702 VOLTAGE CONVERSION
 PHASE 1 & 2
 FEEDERS
 0702

JOB NUMBER
155789
 DRAWING NUMBER
22/22

A
B
C
D
E



BLOCKS & LEGEND

REMOVE	EXISTING	PROPOSED	
			OH FUSE SWITCH
			OH LIGHTING ARRESTOR
			OH DS SWITCH
			OH TRANSFORMER
			OH AFS/RECLOSER
			STANDARD STREETLIGHT
			OUTSIDE LIGHT
			WOOD POLE
			CONCRETE POLE
			CABLE RISER
			DUCTILE IRON POLE
			GUY
			COMMS CABINET
			CAPACITOR
			LOCS
			UG TX
			FIRE HYDRANT
			0704 OH FEEDER
			1W13 OH PRIMARY
			UG SVC
			UG PRIMARY
			SECONDARY
			WATER
			FIBER
			SEWER

GUY ANNOTATION
 GUY SIZE - INSULATOR IF REQUIRED - ATTACHMENT ON POLE - DISTANCE TO GUY
 INSULATOR ABBREVIATIONS: INS-18", INL-90", INX-144"

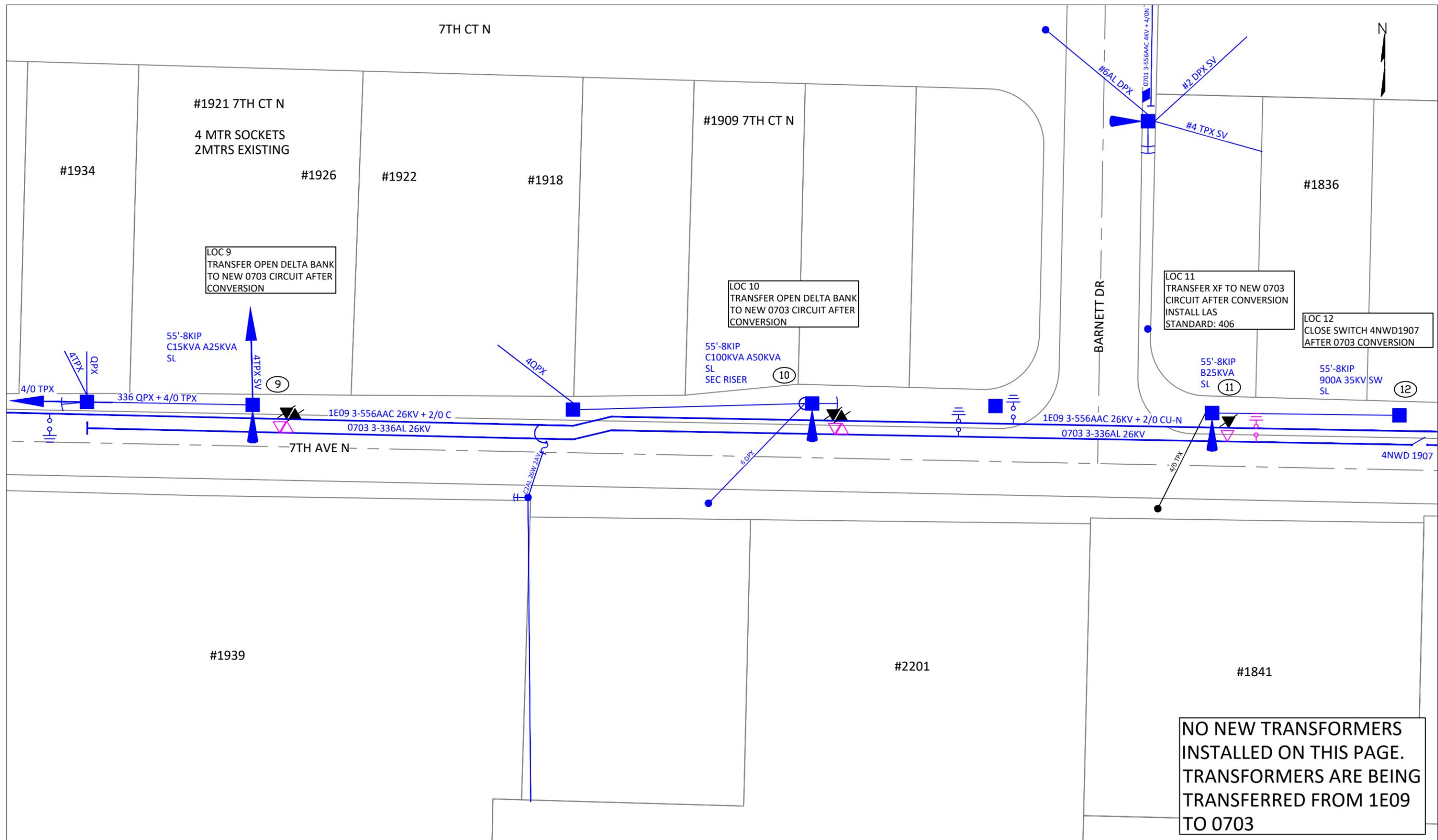
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review	6/30/2020	PEI	PEI	PEI	*	
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'



CITY OF LAKE WORTH UTILITIES		JOB NUMBER	REV
MAIN 26KV		155789	2
0703		DRAWING NUMBER	GP1

FOR 36x24 DWG ONLY



--PAGE 1--

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review	6/30/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE	1" = 20'
FOR 36x24 DWG ONLY	

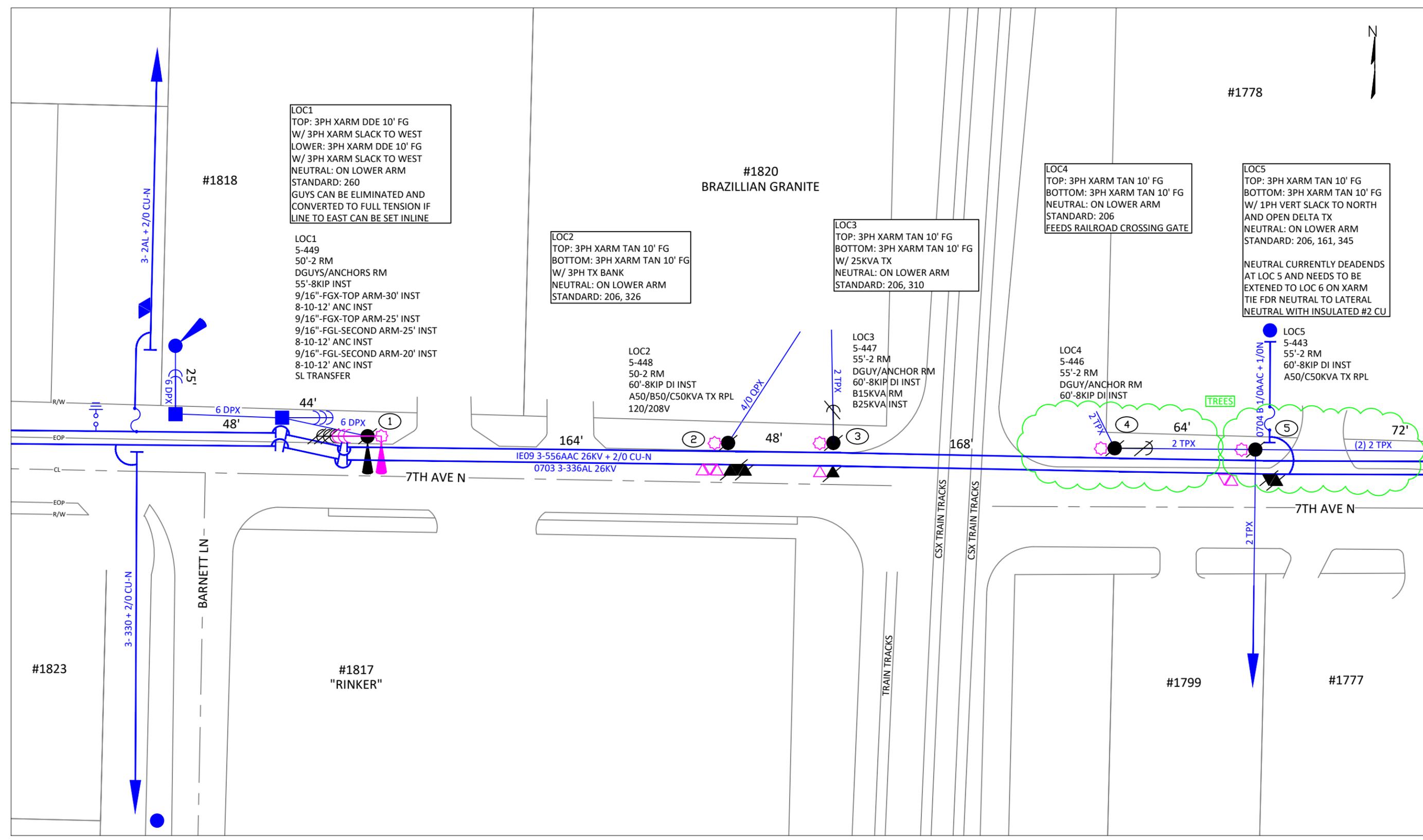


CITY OF LAKE WORTH UTILITIES
MAIN
26KV
0703

JOB NUMBER	155789	REV	2
DRAWING NUMBER	1/3		

--PAGE 1--

--PAGE 3--



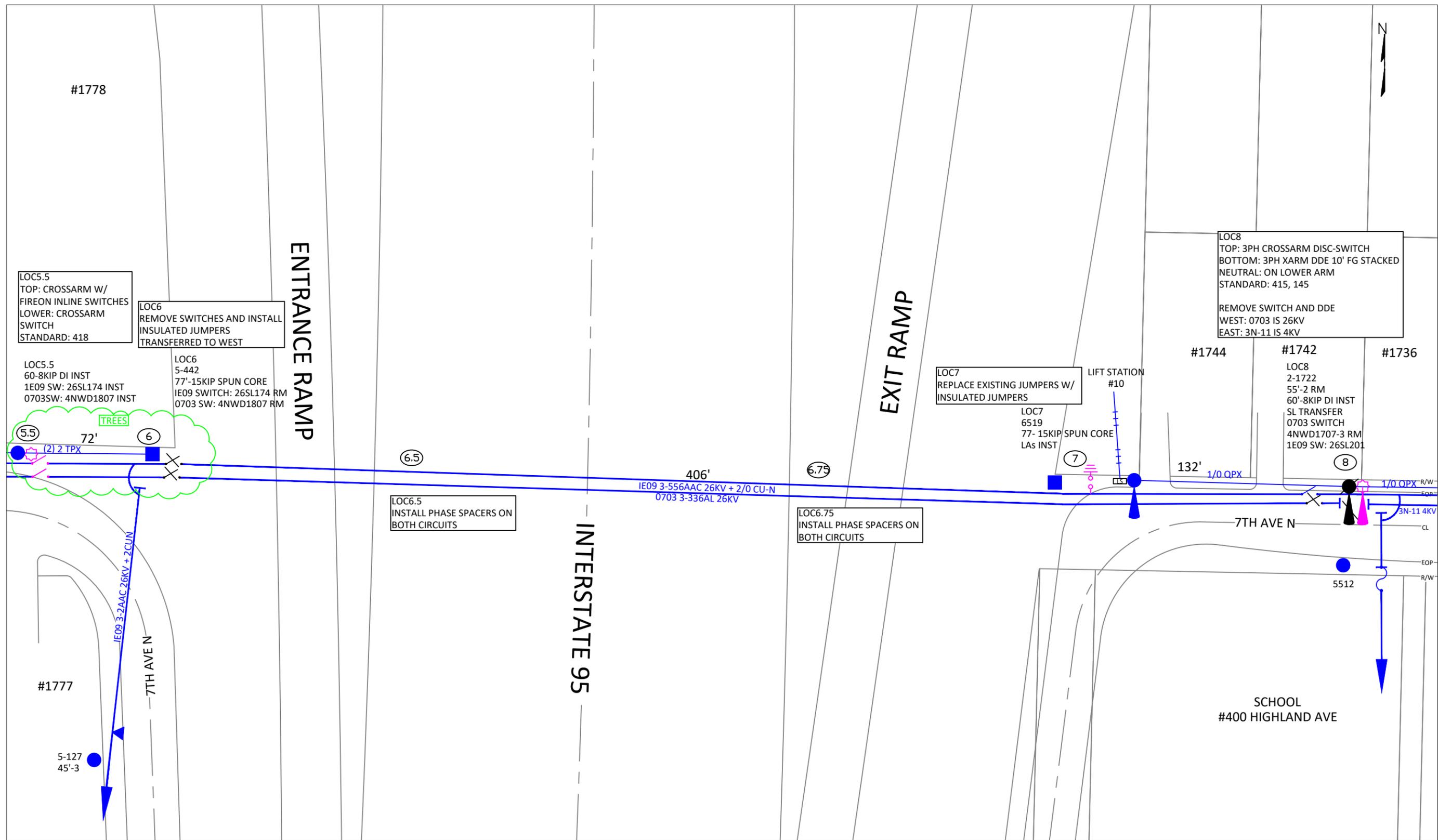
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review	6/30/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES	
MAIN	0703
26KV	

JOB NUMBER	155789	REV	2
DRAWING NUMBER	2/3		



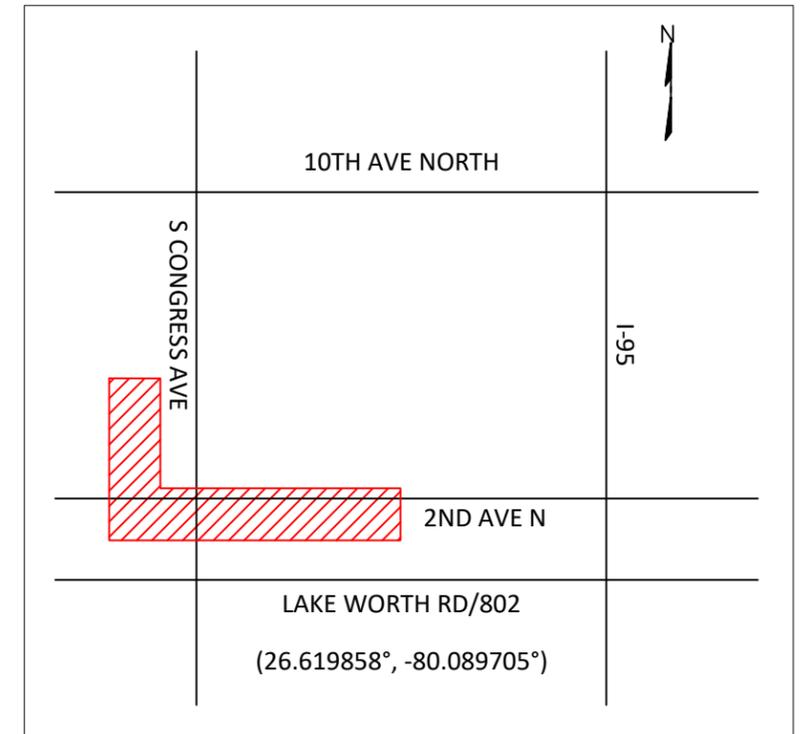
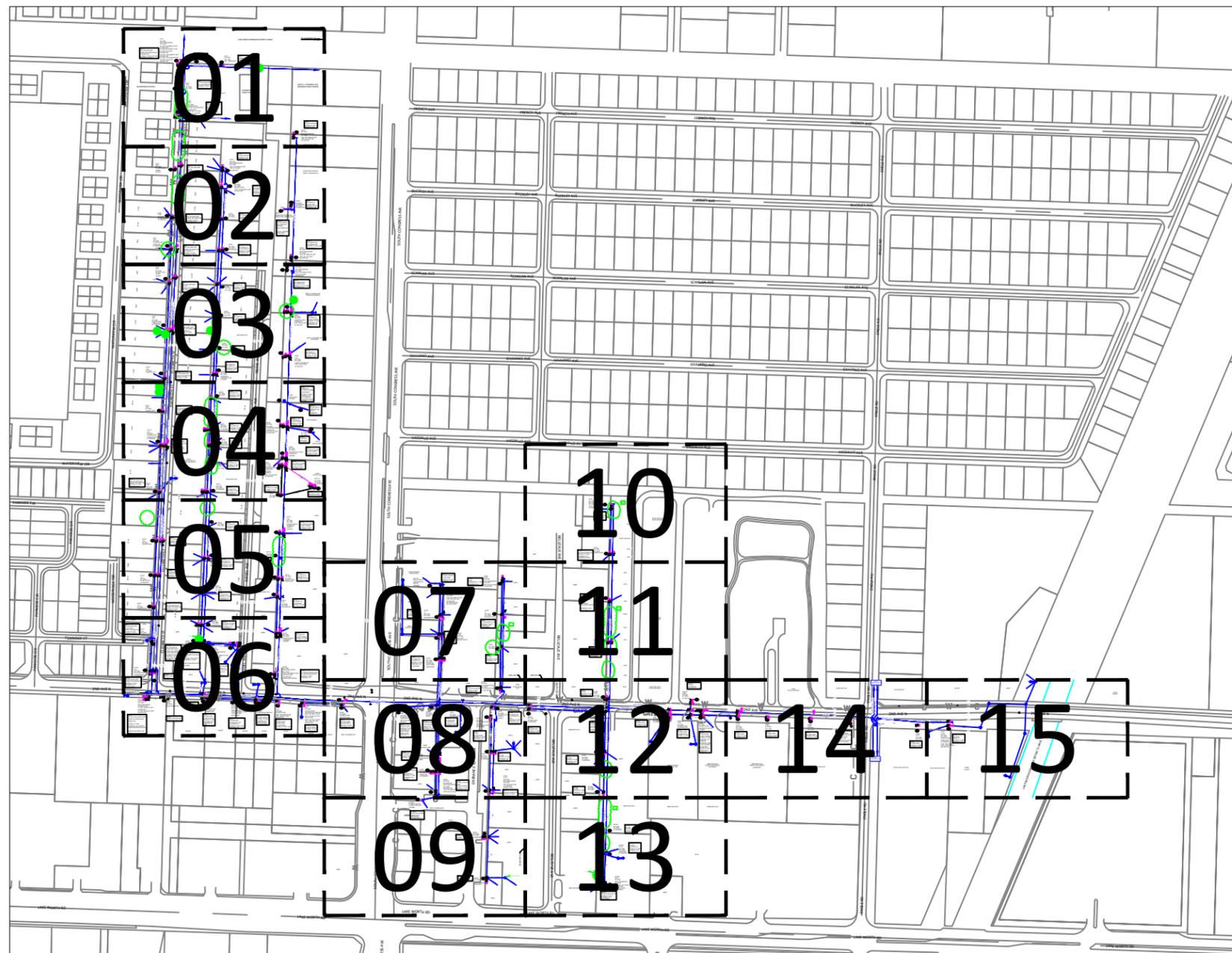
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review	6/30/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 20'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES	
MAIN	26KV
0703	

JOB NUMBER	155789	REV	2
DRAWING NUMBER	3/3		



BLOCKS & LEGEND

REMOVE	EXISTING	PROPOSED	
			OH FUSE SWITCH
			OH LIGHTING ARRESTOR
			OH DS SWITCH
			OH TRANSFORMER
			OH AFS/RECLOSER
			STANDARD STREETLIGHT
			OUTSIDE LIGHT
			WOOD POLE
			CONCRETE POLE
			CABLE RISER
			DUCTILE IRON POLE
			GUY
			COMMS CABINET
			CAPACITOR
			LOCS
			TX
			FIRE HYDRANT
			0704 OH FEEDER
			1W13 OH PRIMARY
			UG SVC
			UG PRIMARY
			SECONDARY
			WATER
			FIBER
			SEWER

GUY ANNOTATION
 GUY SIZE - INSULATOR IF REQUIRED - ATTACHMENT ON POLE - DISTANCE TO GUY
 INSULATOR ABBREVIATIONS: INS-18", INL-90", INX-144"

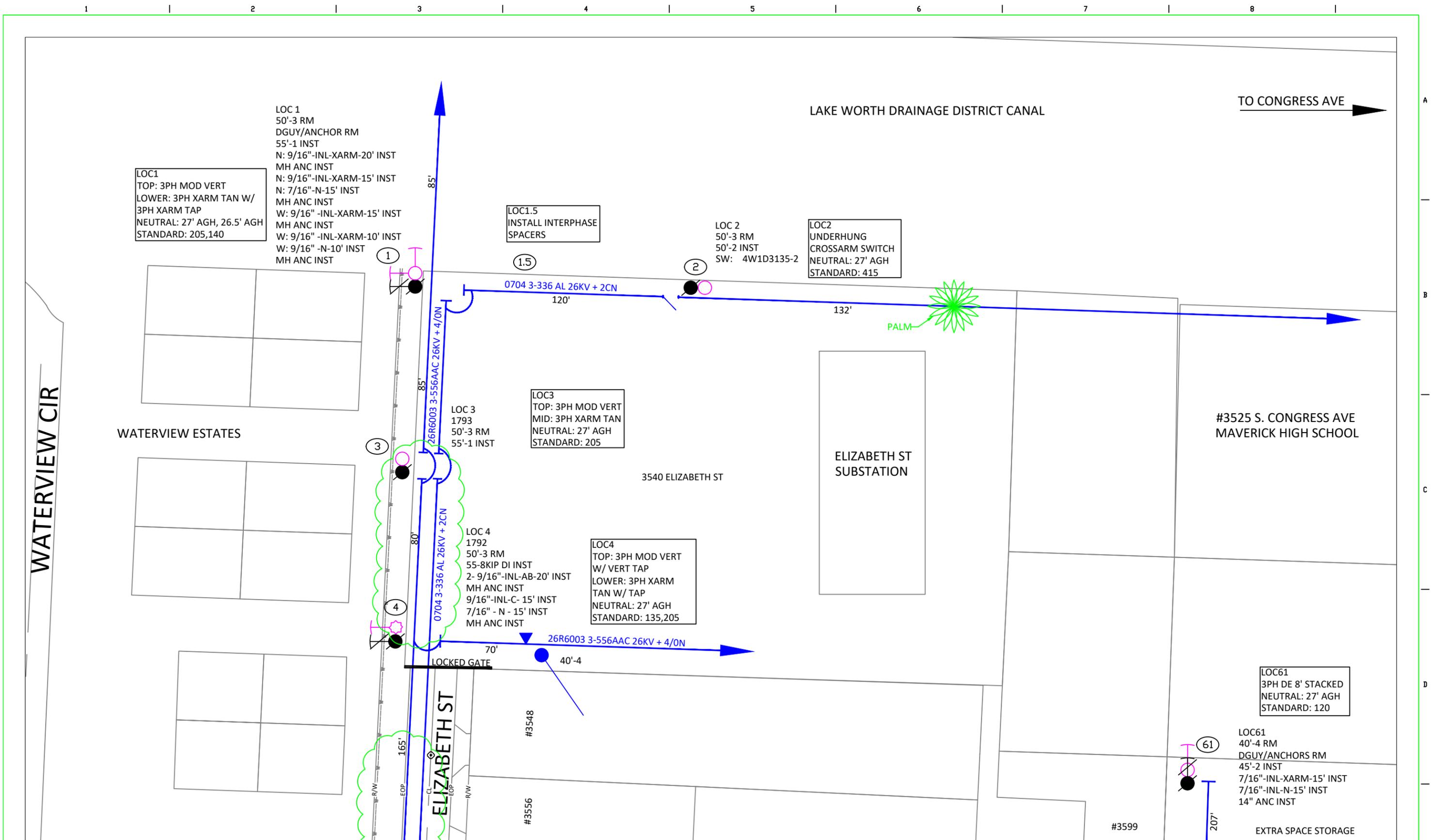
GENERAL NOTES:

1. ALL POLES TO BE SET APPROXIMATELY 2' FROM EXISTING POLE EXCEPT WHERE NOTED.
2. LIZARD WRAPS TO BE INSTALLED ON ALL WOOD POLES
3. INSTALL POLE ID TAGS ON ALL POLES.

DRN	PEI								
CKD	PEI								
SCALE:	1" = 40'								
2	Issued for Construction	10/16/2020	PEI	PEI	PEI				
1	90% Review	6/30/2020	PEI	PEI	PEI	*			
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS		

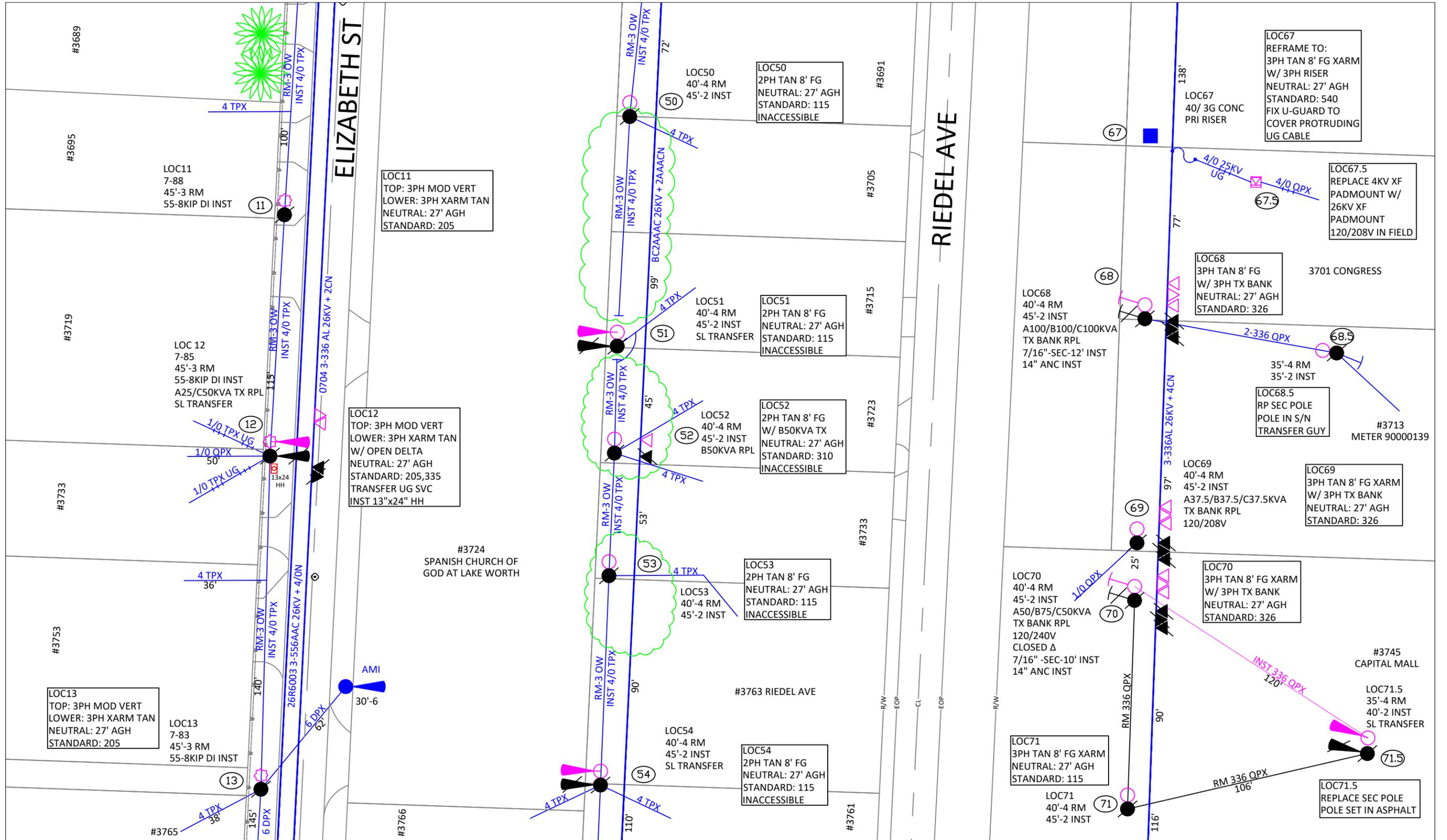


CITY OF LAKE WORTH UTILITIES		JOB NUMBER	REV
0704 VOLTAGE CONVERSION PHASE 1		155789	a
PEIPEI 0704		DRAWING NUMBER	
		GP1	



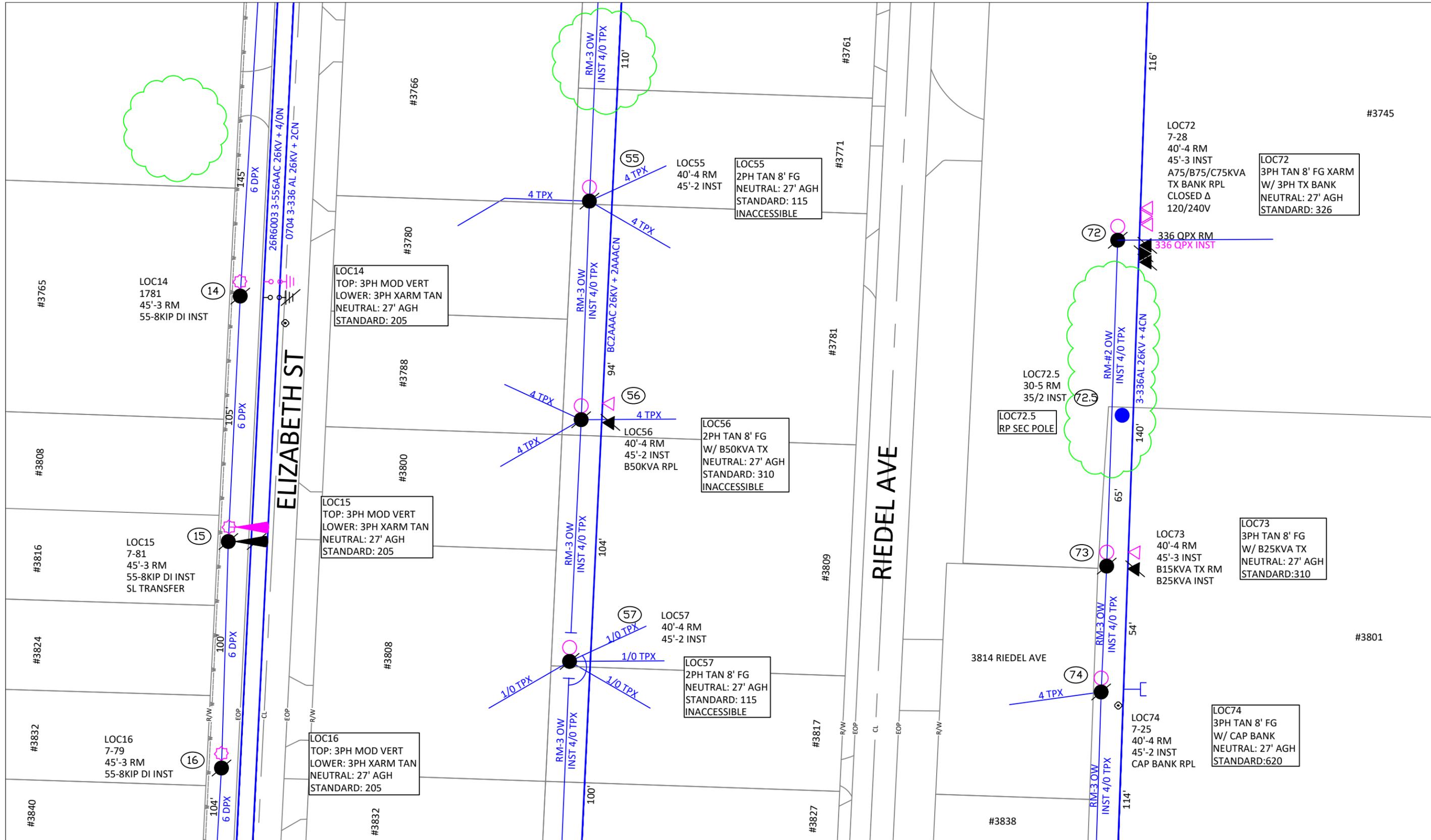
2	Issued for Construction	10/16/2020	PEI	PEI	PEI															
1	90% Review	6/30/2020	PEI	PEI	PEI	*														
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS													

	CITY OF LAKE WORTH UTILITIES 0704 VOLTAGE CONVERSION PHASE 1	JOB NUMBER 155789	REV a
	PEIPEI 0704	DRAWING NUMBER 1/15	
	SCALE: 1" = 40' FDR 36x24 DWG ONLY		



								DSGN		PEI		CITY OF LAKE WORTH UTILITIES		JOB NUMBER		REV	
								DRN		PEI		0704 VOLTAGE CONVERSION		155789		a	
								CKD		PEI		PHASE 1					
2		Issued for Construction		10/16/2020		PEI		PEI		PEI		PEIPEI		DRAWING NUMBER			
1		90% Review		6/30/2020		PEI		PEI		PEI		0704		4/15			
REV		REVISIONS		DATE		DRN		DSGN		CKD		APPD		REFERENCE DRAWINGS		FDR 36x24 DWG ONLY	

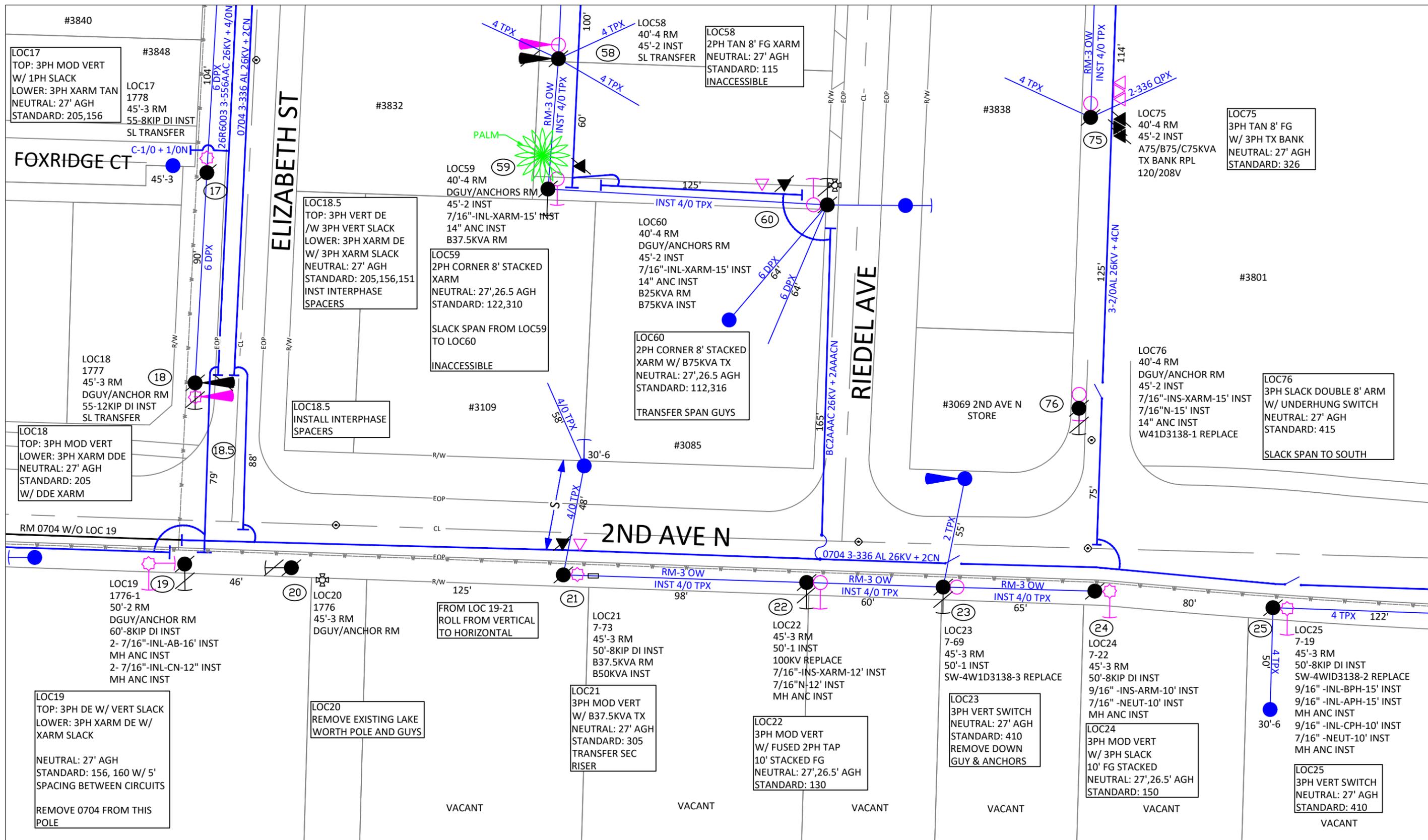




		DSGN		PEI			CITY OF LAKE WORTH UTILITIES		JOB NUMBER	REV
		DRN		PEI			0704 VOLTAGE CONVERSION PHASE 1		155789	a
		CKD		PEI			PEIPEI 0704		DRAWING NUMBER	5/15
2	Issued for Construction	10/16/2020	PEI	PEI	PEI					
1	90% Review	6/30/2020	PEI	PEI	PEI					
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS			

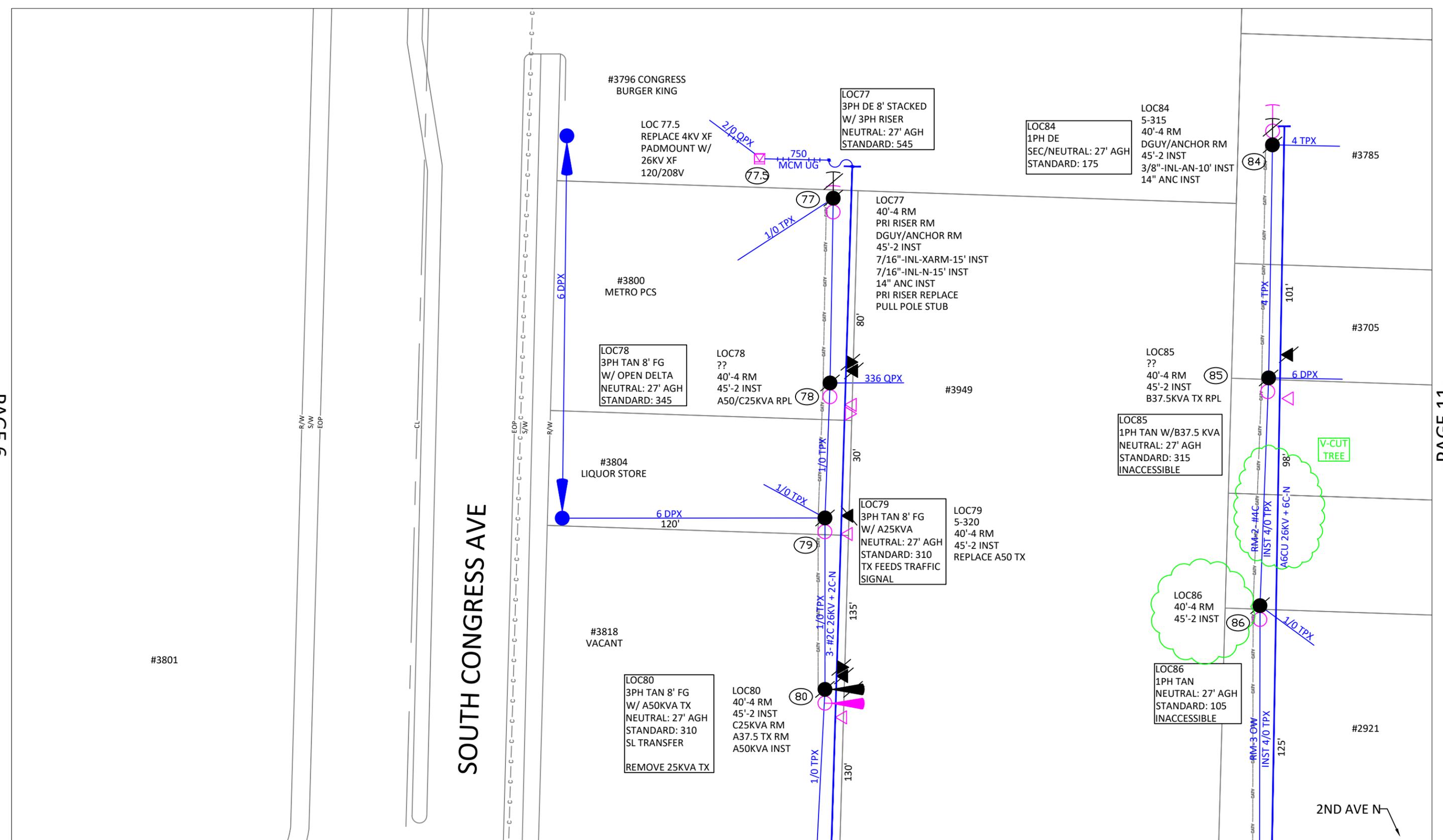


SCALE: 1" = 40'
FDR 36x24 DWG ONLY

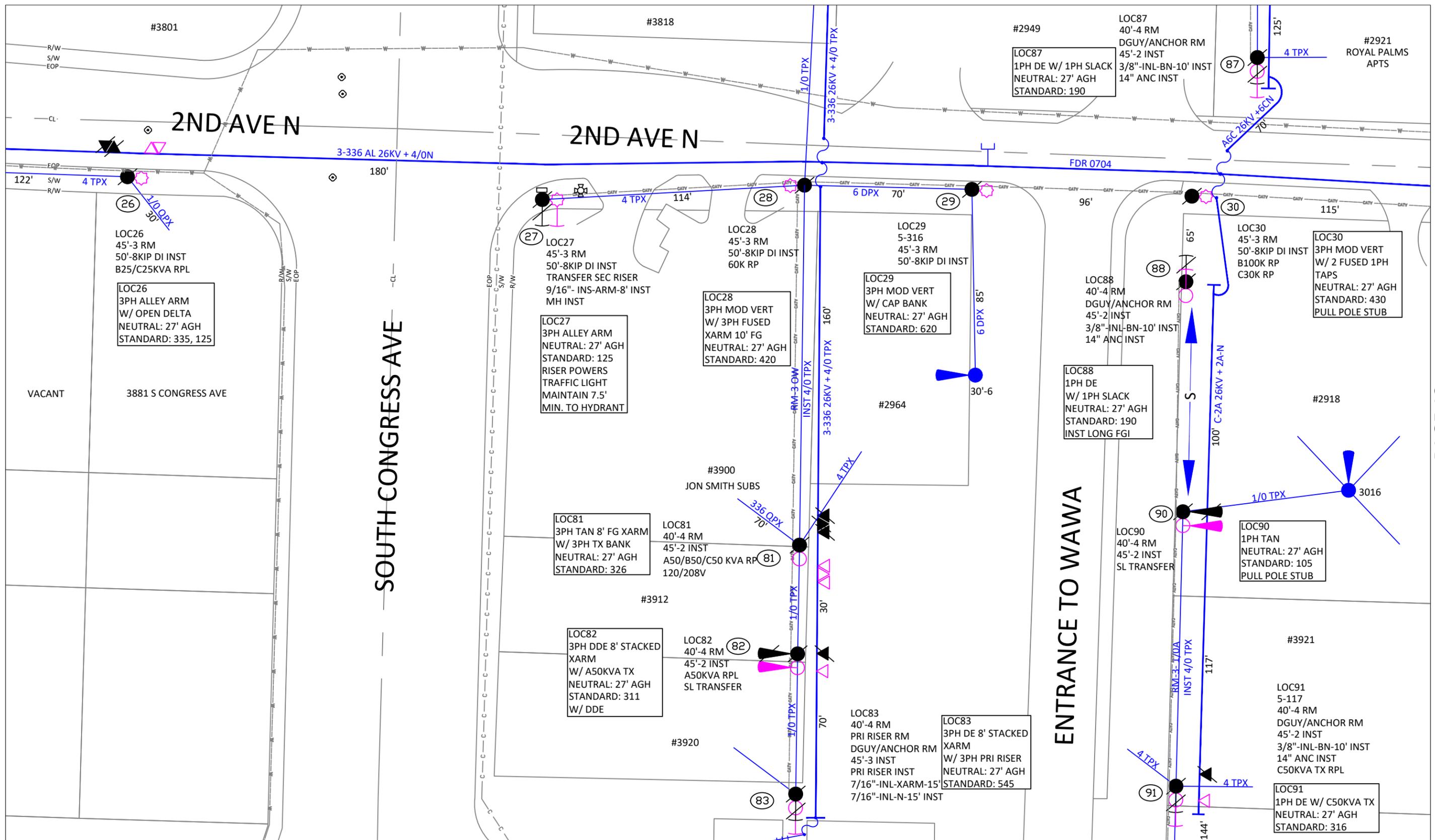


								DSGN PEI DRN PEI CKD PEI		 CITY OF LAKE WORTH UTILITIES 0704 VOLTAGE CONVERSION PHASE 1 PEIPEI 0704	JOB NUMBER 155789 DRAWING NUMBER 6/15	REV 2
2	Issued for Construction	10/16/2020	PEI	PEI	PEI	SCALE: 1" = 40'		FDR 36x24 DWG ONLY				
1	90% Review	6/30/2020	PEI	PEI	PEI							
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS					

SOUTH CONGRESS AVE



						DSGN		PEI				CITY OF LAKE WORTH UTILITIES		JOB NUMBER	REV	
						DRN		PEI				0704 VOLTAGE CONVERSION PHASE 1		155789	2	
						CKD		PEI				PEIPEI 0704		DRAWING NUMBER 7/15		
2	Issued for Construction	10/16/2020	PEI	PEI	PEI			SCALE: 1" = 40'								
1	90% Review	6/30/2020	PEI	PEI	PEI	*		FOR 36x24 DWG ONLY								
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS									



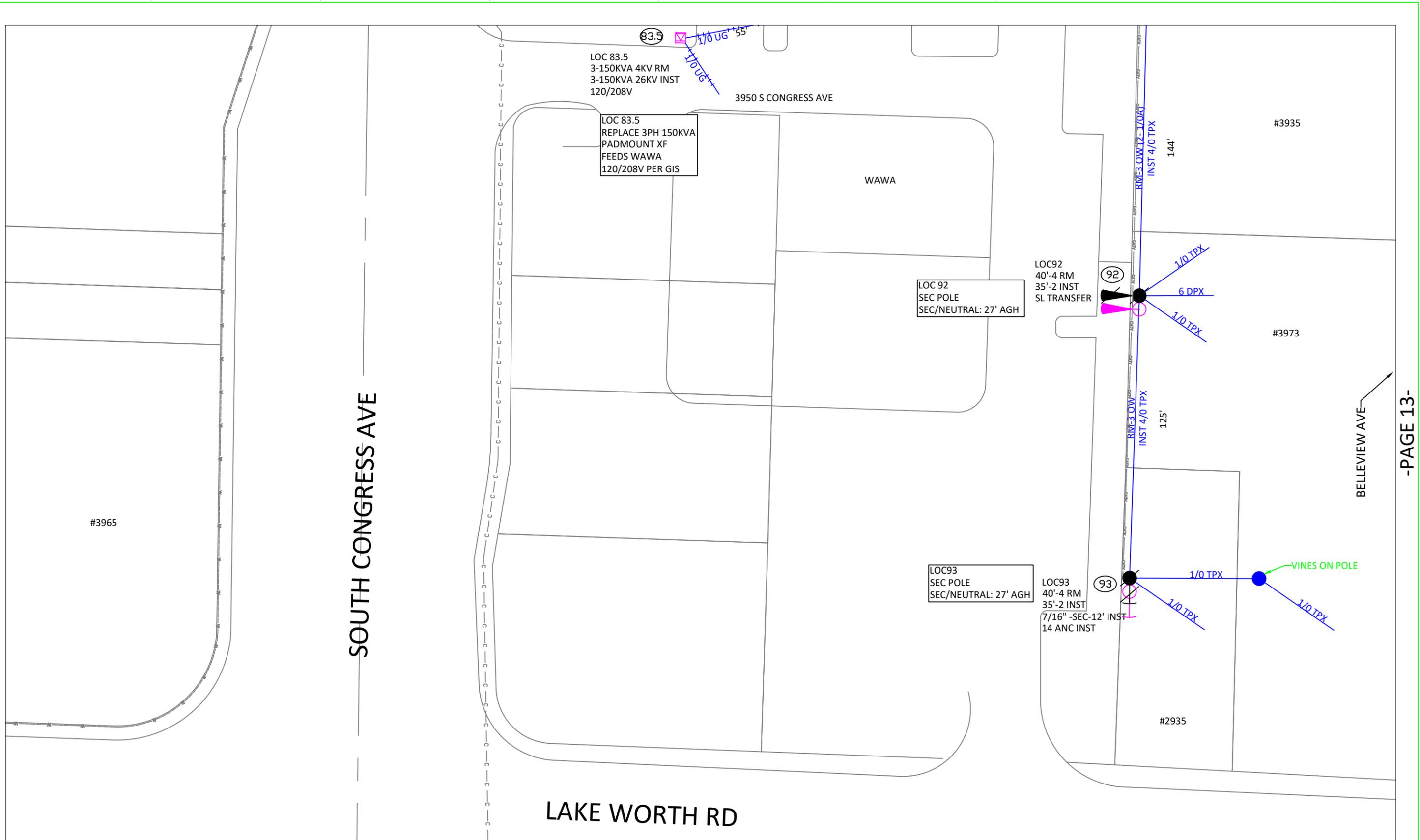
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review	6/30/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 40'



CITY OF LAKE WORTH UTILITIES
 0704 VOLTAGE CONVERSION
 PHASE 1
 PEIPEI
 0704

JOB NUMBER
 155789
 DRAWING NUMBER
 8/15



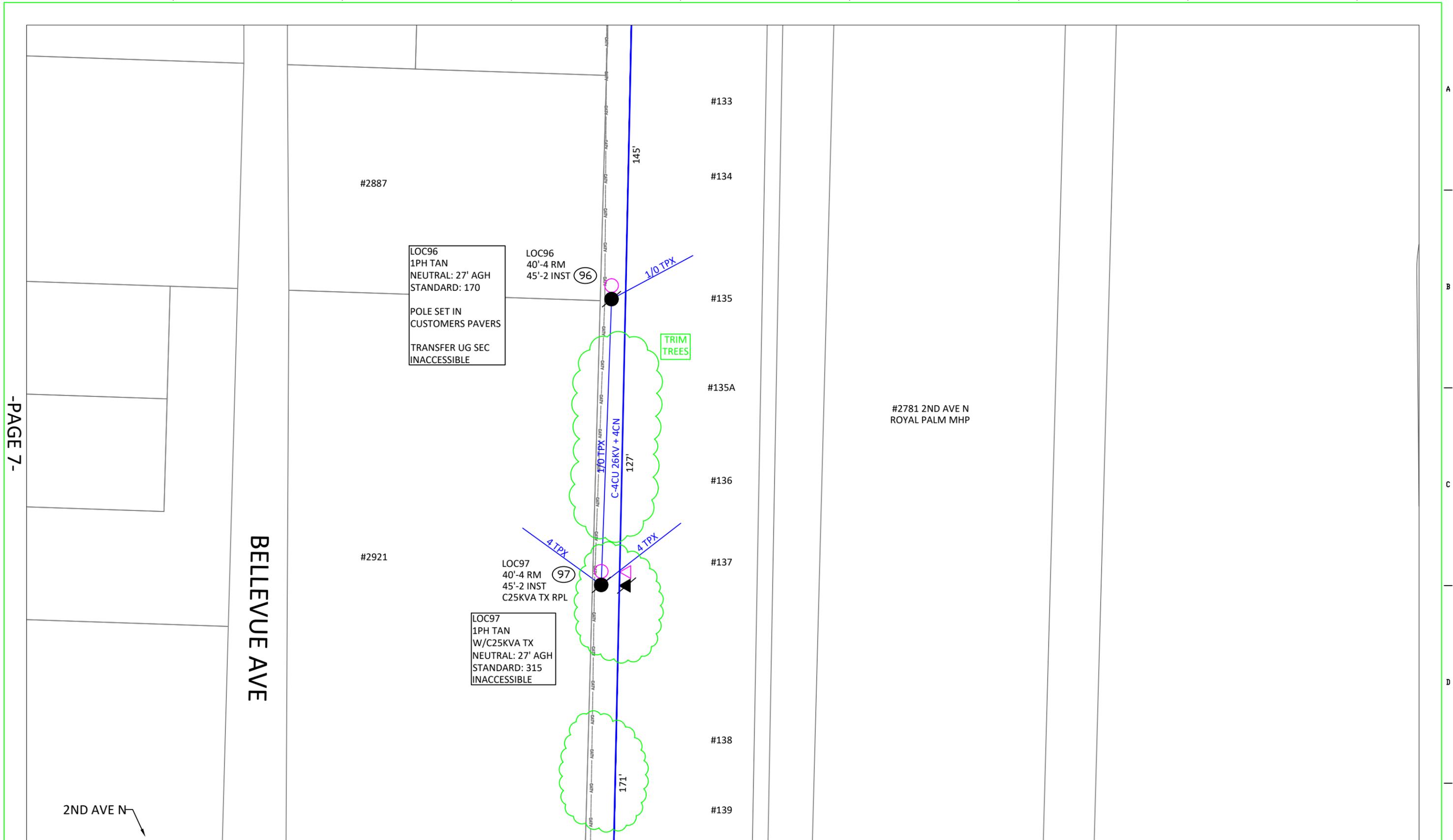
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review	6/30/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 40'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
0704 VOLTAGE CONVERSION PHASE 1
PEIPEI 0704

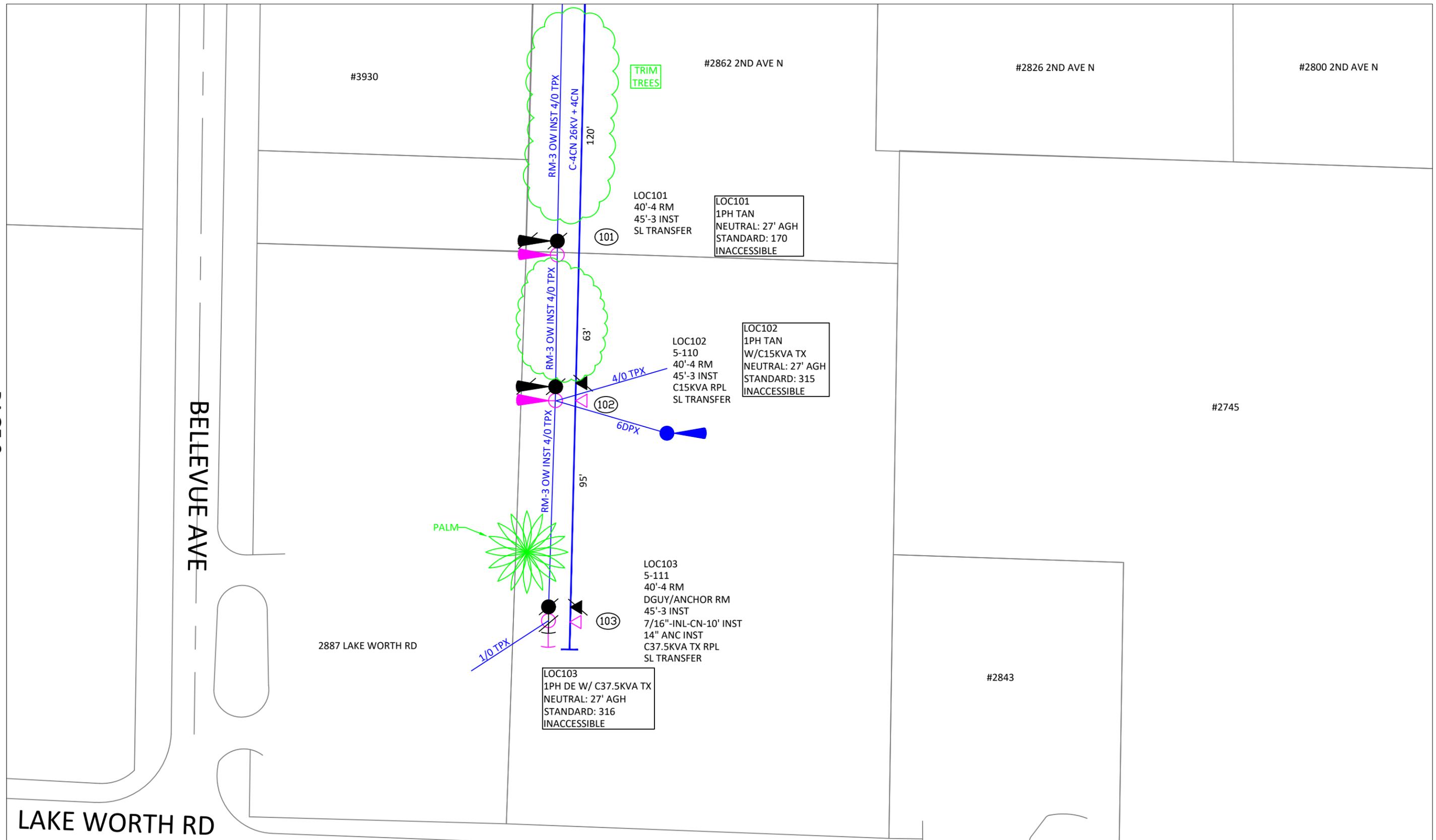
JOB NUMBER	155789
DRAWING NUMBER	9/15
REV	2



-PAGE 7-

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review	6/30/2020	PEI	PEI	PEI	*	

	CITY OF LAKE WORTH UTILITIES 0704 VOLTAGE CONVERSION PHASE 1 PEIPEI 0704	JOB NUMBER 155789 DRAWING NUMBER 11/15	DSGN PEI DRN PEI CKD PEI SCALE: 1" = 40' FOR 36x24 DWG ONLY
---	---	---	---



REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review	6/30/2020	PEI	PEI	PEI	*	

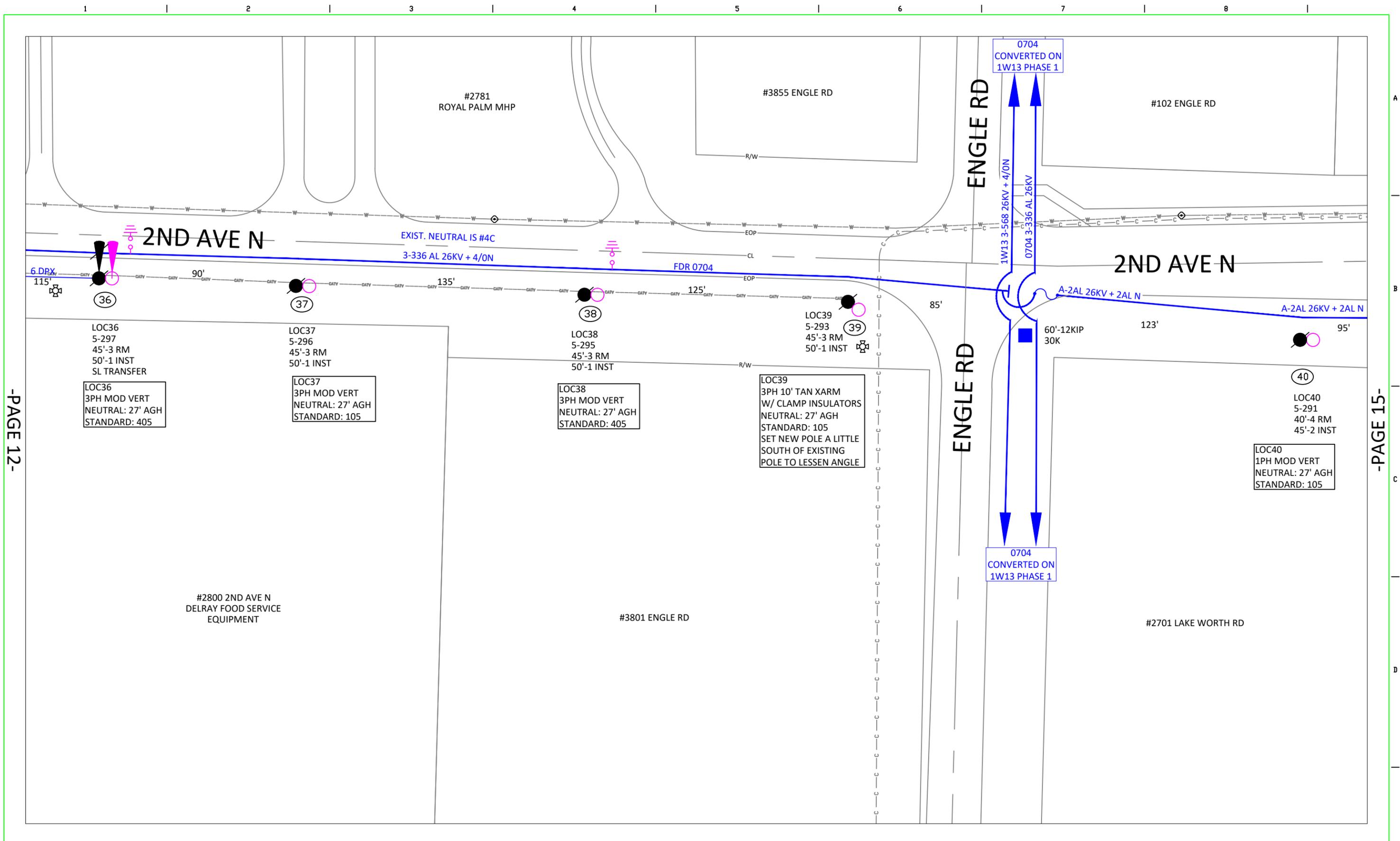
DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 40'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
 0704 VOLTAGE CONVERSION
 PHASE 1
 PEIPEI
 0704

JOB NUMBER	155789
DRAWING NUMBER	13/15





-PAGE 12-

-PAGE 15-

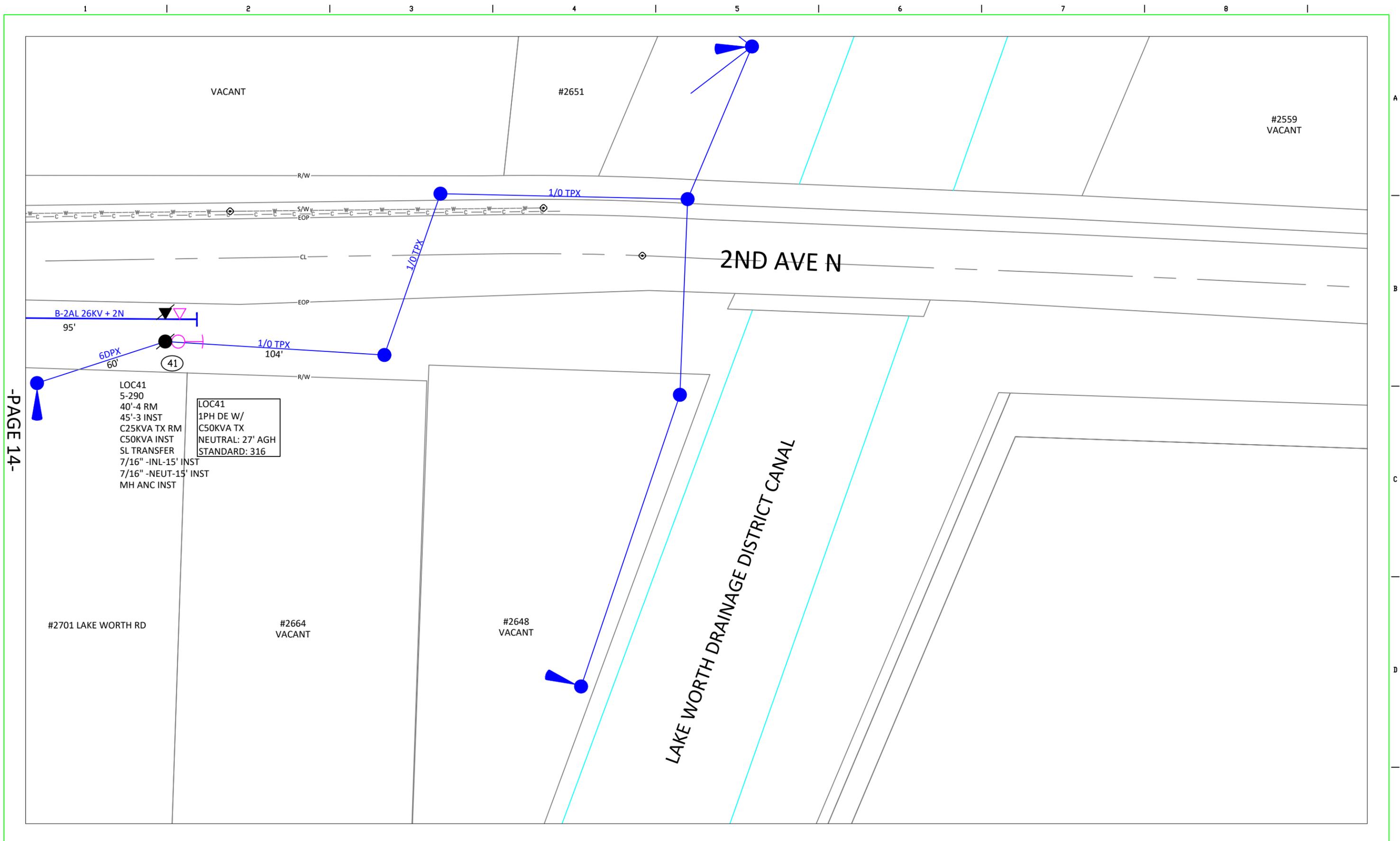
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review	6/30/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 40'
FDR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
 0704 VOLTAGE CONVERSION PHASE 1
 PEIPEI 0704

JOB NUMBER	155789
DRAWING NUMBER	14/15



-PAGE 14-

LOC41
 5-290
 40'-4 RM
 45'-3 INST
 C25KVA TX RM
 C50KVA INST
 SL TRANSFER
 7/16" -INL-15' INST
 7/16" -NEUT-15' INST
 MH ANC INST

LOC41
 1PH DE W/
 C50KVA TX
 NEUTRAL: 27' AGH
 STANDARD: 316

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	10/16/2020	PEI	PEI	PEI		
1	90% Review	6/30/2020	PEI	PEI	PEI	*	

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 40'
FDR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
 0704 VOLTAGE CONVERSION
 PHASE 1
 PEIPEI
 0704

JOB NUMBER 155789
 DRAWING NUMBER 15/15

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: March 25, 2021

DEPARTMENT: Electric Utility

TITLE:

Work Order No. 8 with The L.E. Myers Co. for 4DR01 Circuit Storm Hardening & Voltage Conversion construction services

SUMMARY:

Work Order No. 8 authorizes The L.E. Myers Co. to complete construction services for the 4DR01 Circuit storm hardening and voltage conversion in the amount not to exceed \$492,966.

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 main campus buildings at Palm Beach State College are supplied power via two alternate circuits, the 4DR01 and 0704. The source of the 4DR01 circuit is from Canal Substation and the source of the 0704 circuit is 7th Avenue North Substation. The two circuits are connected by way of a tie-point and the power supply can be switched from either the 7th Ave. North Substation or the Canal Substation to minimize power disruptions. The 0704 circuit currently operates at 4kV and is scheduled for storm hardening and voltage conversion to 26kV as part of the 7th Ave. North Substation and 7th Ave. North Circuits storm hardening and voltage conversion projects. In order to maintain a common voltage supply to the College, the 4DR01 circuit must also be converted to 26kV in an effort to maintain two alternate power sources.

The Electric Utility is requesting the services of L.E. Myers to complete storm hardening and voltage conversion for the 4DR01 circuit as part of the 7th Ave. North Substation and 7th Ave. North Circuits projects in accordance with the City's System Hardening and Reliability Improvements Program. The work is anticipated to be completed in six weeks in the amount not exceed \$492,966.

MOTION:

Move to approve/disapprove Work Order No. 8 to The L.E. Myers Co. to complete construction services for the 4DR01 Circuit Storm Hardening & Voltage Conversion in the amount not to exceed \$492,966.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order No.8

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$492,966	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	\$492,966	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. 421-6034-531-63.15, Project No. SH2122.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2122	\$694,000	\$694,000	-\$492,966	\$201,034

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
WORK ORDER NO. 8
4DR01 Circuit Storm Hardening & Voltage Conversion**

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

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: **4DR01 Circuit Storm Hardening & Voltage Conversion** (the “Project”). The Project is more specifically described in the proposal prepared by The L.E. Myers Co., dated March 4th, 2021 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 **45** calendar days from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **55** 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 \$ 492,965.30. 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. 8 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, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

The L.E. Myers Co.,

By: Jeff Webber

Print Name: Jeff Webber

Title: Regional Manager

[Corporate Seal]

STATE OF Florida)
COUNTY OF Lake)

The foregoing instrument was acknowledged before me this 8th day of March, 2021, by Jeff Webber, who was physically present, as Regional 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 Personally Known as identification.

Notary Public

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

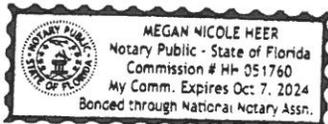
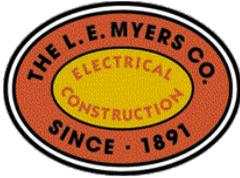


EXHIBIT "1"
Contractors Proposal



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

407-466-4663 Phone

Raymond Richards
District Manager

Equal Opportunity Employer

March 4th, 2021
Paul Nicholas
Engineering Manager
City of Lake Worth

RE: Circuit 4DR01, System Hardening and Reinsulate.
Prices effective until December 31, 2021

Dear Paul:

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

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

Total Lump Sum Price: \$462,965.30

Pricing Breakdown:

- Circuit 4DR01
 - \$324,948.00 (Labor & Exp.)
 - \$ 90,167.30 (Equip.)
 - \$ 9,900.00 (Restoration)
 - \$ 37,950.00 (MOT)

Total \$462,965.30

Crew Composition:

Our crew structure will be compromised of one (1), five (5) man crew, and below we will detail their composition & work sequencing.

Crew 1, Circuit 4DR01:

These five (5) men will complete all aspects of this task order. The crew will start the project by replacing hardware on the underbuilt portion of the circuit. They will start from the Davis Substation and work towards the college. Upon completion of hardware replacements, they will venture back over to Davis Substation and start replacing poles.

- 1-FM, 2-JL, 2-Ap
 - Pick-up
 - 55' Material Handler Bucket
 - 55' Material Handler Bucket
 - Line Truck
 - Pole Trailer
 - Air Compressor
 - 40T Crane
 - Material Trailer

Schedule:

Estimated duration for this project, is one (1) and a half month. Our pricing is based on utilizing 1 crew to facilitate construction. We anticipate construction starting March and ending mid-late April.

In closing, we truly appreciate the opportunity and look forward to working with Paul and his team, to complete another portion of the system conversion/hardening.

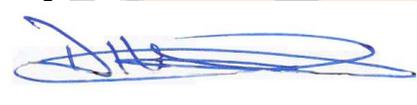
We hope this meets with your approval. If you have any questions, do not hesitate to contact Raymond Richards @ 407-466-4663.

Sincerely,
The L. E. Myers Co.

Raymond Richards
District Manager

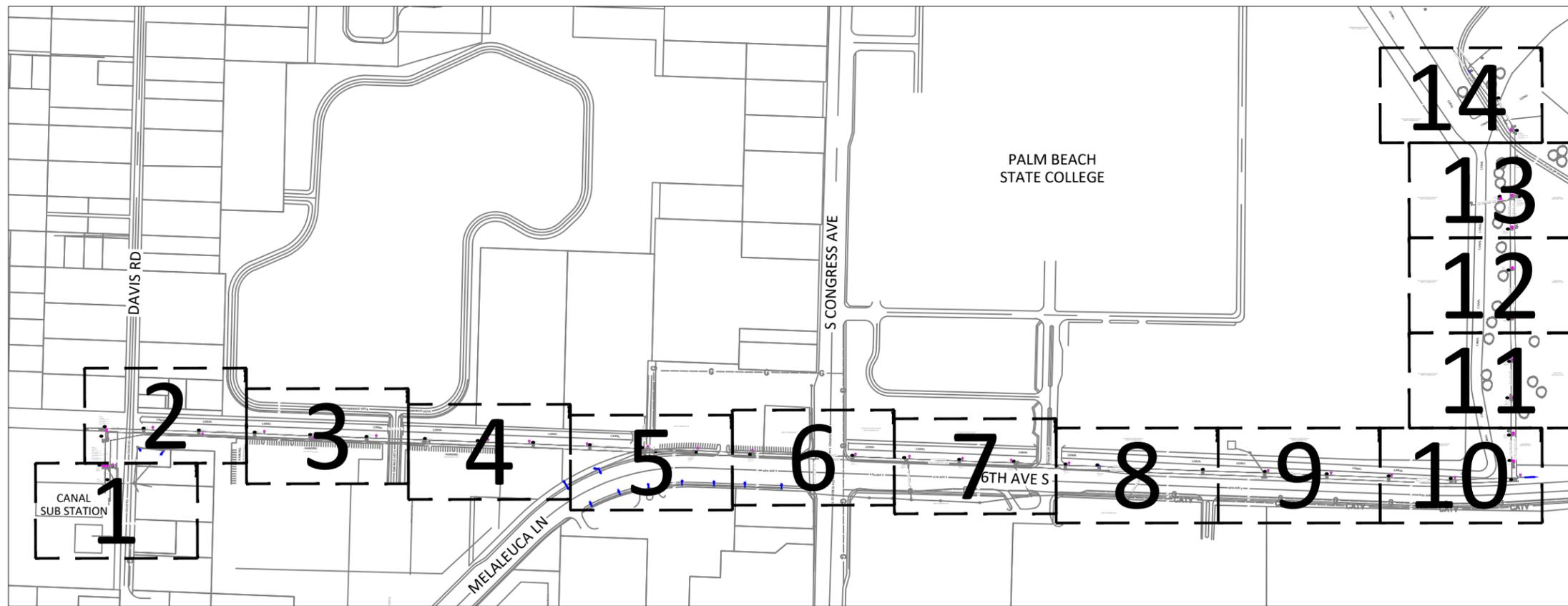
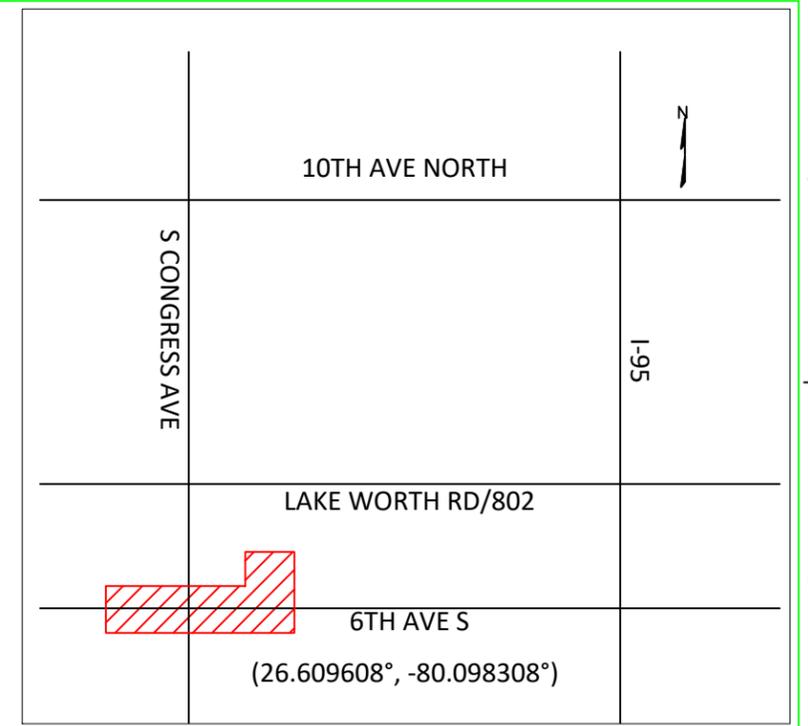


Danny Gessman
Regional Vice President




Assumptions / Clarifications:

- Roadside sidewalk restoration is included in this proposal.
- Any backyard fences, patios, rutting, or other access or restoration costs will be the responsibility of the city of Lake Worth. The L.E. Myers can perform the work at subcontractor cost +5%.
- Concrete pole installation has been removed from our proposal. This new proposal includes installation of ductile iron and wood poles only.
- All materials to be furnished by others, and on site prior to mobilization.
- All MOT will be the responsibility of L.E. Myers Co.
- Road Permits have not been acquired; delays may be encountered.



BLOCKS & LEGEND

REMOVE	EXISTING	PROPOSED	
			OH FUSE SWITCH
			OH LIGHTING ARRESTOR
			OH DS SWITCH
			OH TRANSFORMER
			OH AFS/RECLOSER
			STANDARD STREETLIGHT
			OUTSIDE LIGHT
			WOOD POLE
			CONCRETE POLE
			CABLE RISER
			DUCTILE IRON POLE
			GUY
			TRANSMISSION POLE
			CAPACITOR
			LOCS
			TX
			FIRE HYDRANT
			4DR01 OH FEEDER
			UG SVC
			UG PRIMARY
			SECONDARY
			WATER
			FIBER
			SEWER
			GAS

GUY ANNOTATION
 GUY SIZE - INSULATOR IF REQUIRED - ATTACHMENT ON POLE - DISTANCE TO GUY
 INSULATOR ABBREVIATIONS: INS-18", INL-90", INX-144"

DSGN	PEI					
DRN	PEI					
CKD	PEI					
SCALE:	1" = 40'					
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD
2	Issued for Construction	11/20/2020	PEI	PEI	PEI	
1	90% SUBMITTAL	08/07/2020	PEI	PEI	PEI	
	REVISIONS	DATE	DRN	DSGN	CKD	APPD
						REFERENCE DRAWINGS

FDR 36x24 DWG ONLY

CITY OF LAKE WORTH UTILITIES

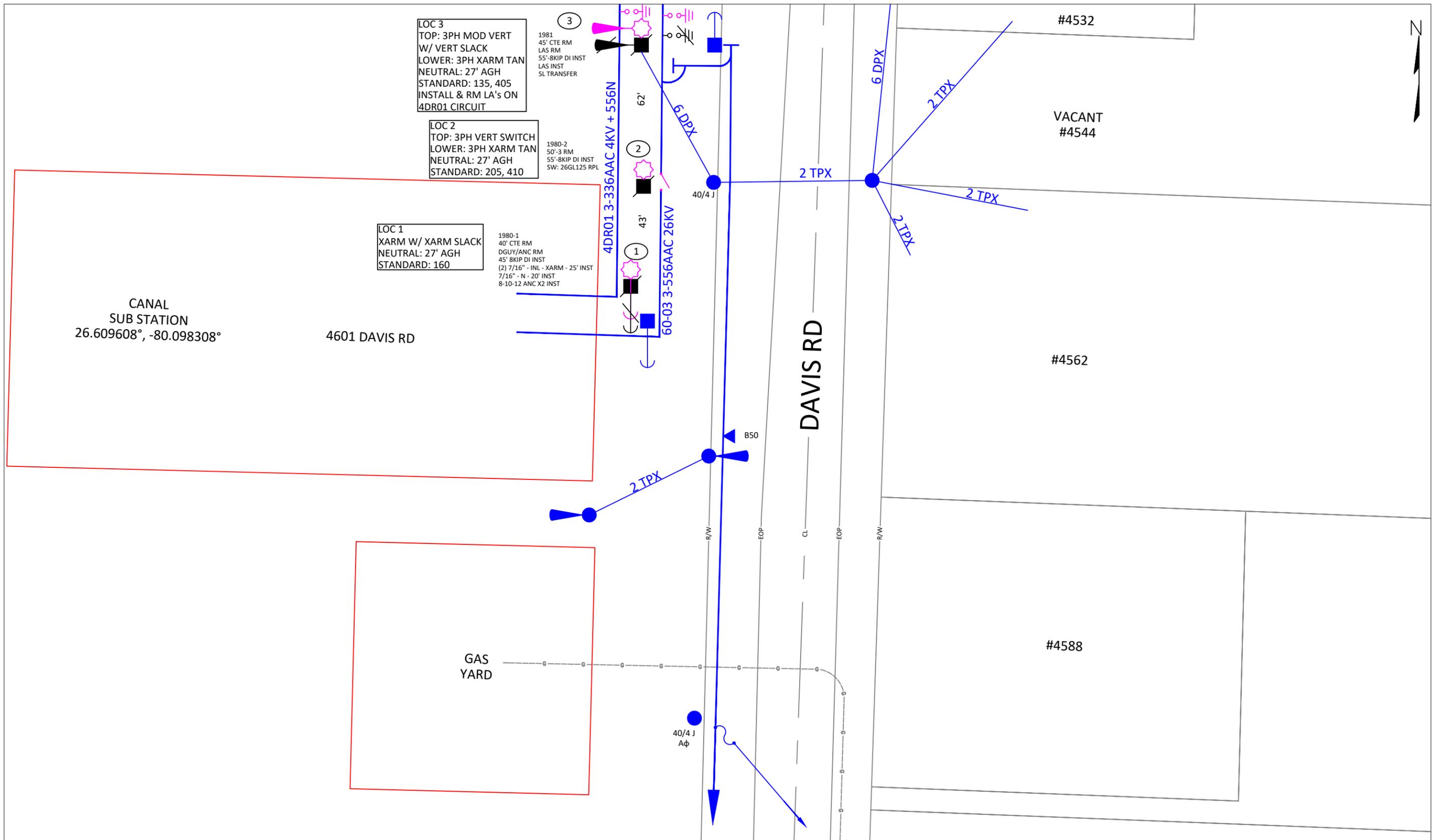
4DR01 VOLTAGE CONVERSION PHASE 1

4DR01

JOB NUMBER
155789

DRAWING NUMBER
GP1

REV
a



LOC 3
 TOP: 3PH MOD VERT
 W/ VERT SLACK
 LOWER: 3PH XARM TAN
 NEUTRAL: 27' AGH
 STANDARD: 135, 405
 INSTALL & RM LA's ON
 4DR01 CIRCUIT

1981
 45' CTE RM
 LAS RM
 55'-8KIP DI INST
 LAS INST
 SL TRANSFER

LOC 2
 TOP: 3PH VERT SWITCH
 LOWER: 3PH XARM TAN
 NEUTRAL: 27' AGH
 STANDARD: 205, 410

1980-2
 50'-3 RM
 55'-8KIP DI INST
 SW: 26GL125 RPL

LOC 1
 XARM W/ XARM SLACK
 NEUTRAL: 27' AGH
 STANDARD: 160

1980-1
 40' CTE RM
 DGUY/ANC RM
 45' 8KIP DI INST
 (2) 7/16" - INL - XARM - 25' INST
 7/16" - N - 20' INST
 8-10-12 ANC X2 INST

CANAL
 SUB STATION
 26.609608°, -80.098308°

4601 DAVIS RD

GAS
 YARD

#4532

VACANT
 #4544

#4562

#4588

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	11/20/2020	PEI	PEI	PEI		
1	90% SUBMITTAL	08/07/2020	PEI	PEI	PEI		

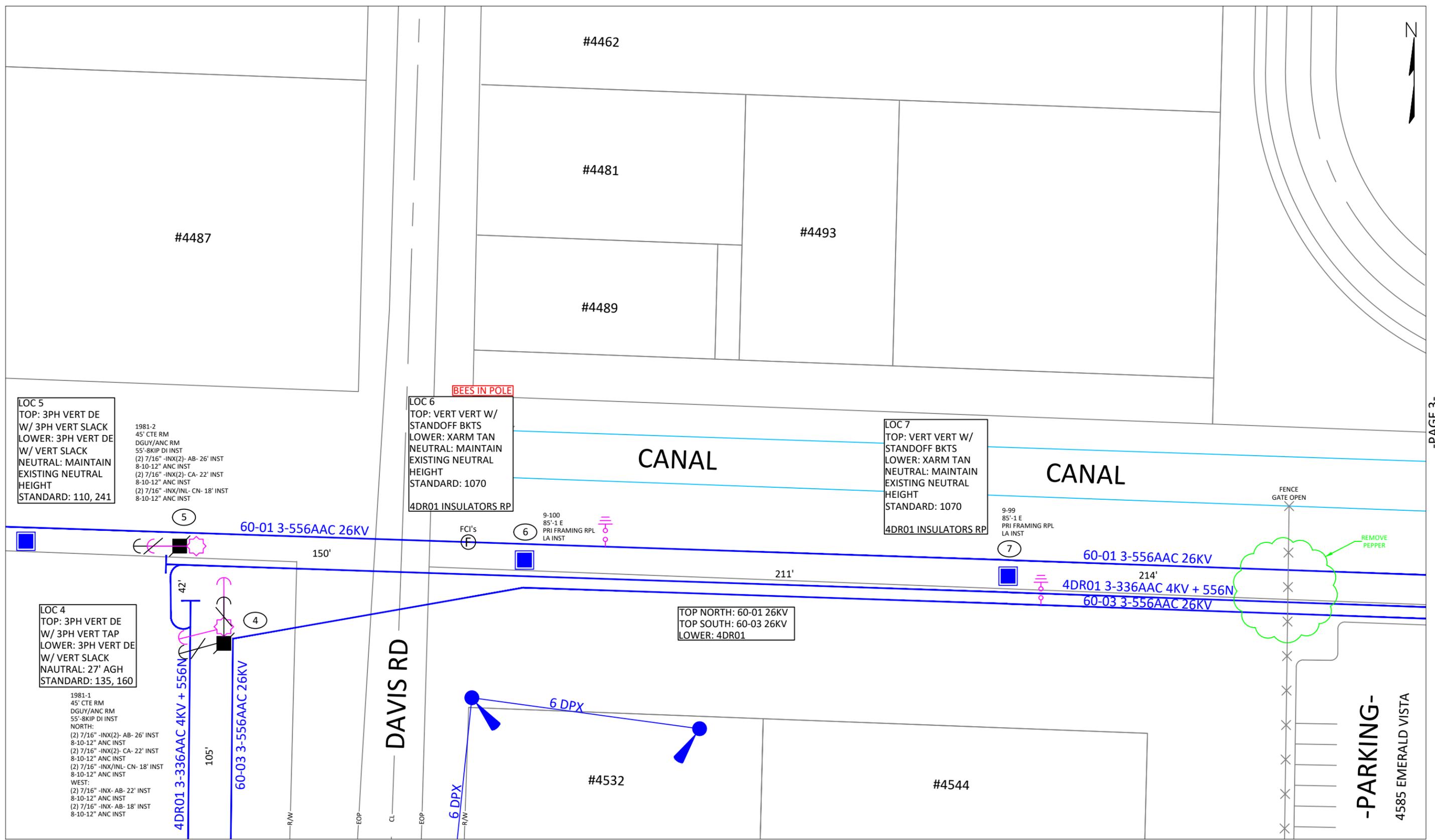
DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 40'



CITY OF LAKE WORTH UTILITIES
 4DR01 VOLTAGE CONVERSION
 PHASE 1

 4DR01

JOB NUMBER 155789
 DRAWING NUMBER 1/14



-PAGE 3-

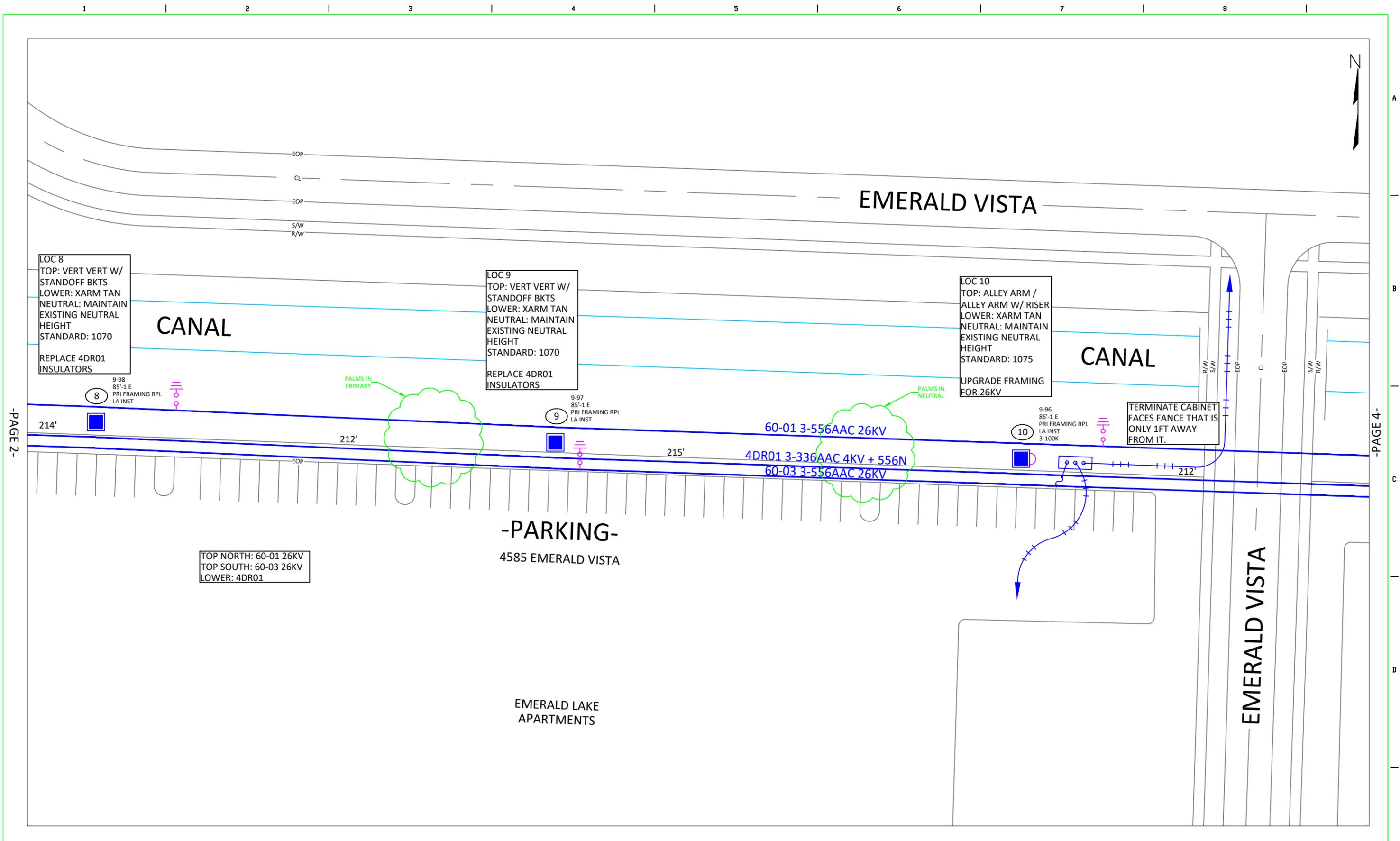
-PAGE 1-

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	11/20/2020	PEI	PEI	PEI		
1	90% SUBMITTAL	08/07/2020	PEI	PEI	PEI		

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 40'



CITY OF LAKE WORTH UTILITIES 4DR01 VOLTAGE CONVERSION PHASE 1 **** 4DR01	JOB NUMBER	155789
	DRAWING NUMBER	2/14



-PAGE 2-

-PAGE 4-

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	11/20/2020	PEI	PEI	PEI		
1	90% SUBMITTAL	08/07/2020	PEI	PEI	PEI		

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 40'
FDR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
 4DR01 VOLTAGE CONVERSION
 PHASE 1

 4DR01

JOB NUMBER	155789
DRAWING NUMBER	3/14

EMERALD VISTA

CANAL

LAKE WORTH DRAINAGE DISTRICT

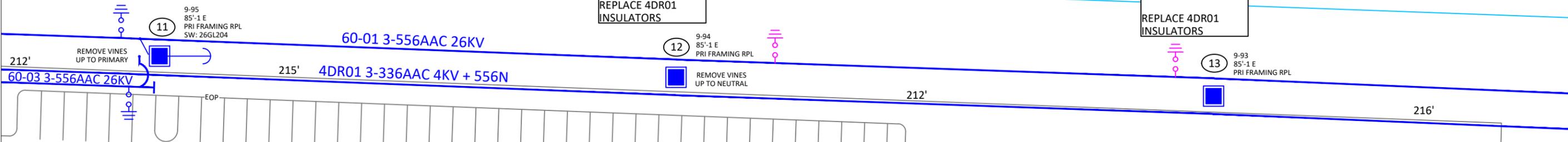
CANAL



LOC 11
 TOP: DBL XARM TAN
 MID: XARM DE
 LOWER: XARM TAN
 NEUTRAL: MAINTAIN
 EXISTING NEUTRAL
 HEIGHT
 STANDARD: 175, 206, 415
 REPLACE 4DR01
 INSULATORS

LOC 12
 TOP: VERT TAN W/
 STANDOFF BKTS
 LOWER: XARM TAN
 NEUTRAL: MAINTAIN
 EXISTING NEUTRAL
 HEIGHT
 STANDARD: 205
 REPLACE 4DR01
 INSULATORS

LOC 13
 TOP: VERT TAN W/
 STANDOFF BKTS
 LOWER: XARM TAN
 NEUTRAL: MAINTAIN
 EXISTING NEUTRAL
 HEIGHT
 STANDARD: 205
 REPLACE 4DR01
 INSULATORS



-PARKING-
 4585 & 4614
 EMERALD VISTA

LA's EXISTING
 TOP NORTH: 60-01 26KV
 TOP SOUTH: 60-03 26KV
 LOWER: 4DR01

-PAGE 3-

-PAGE 5-

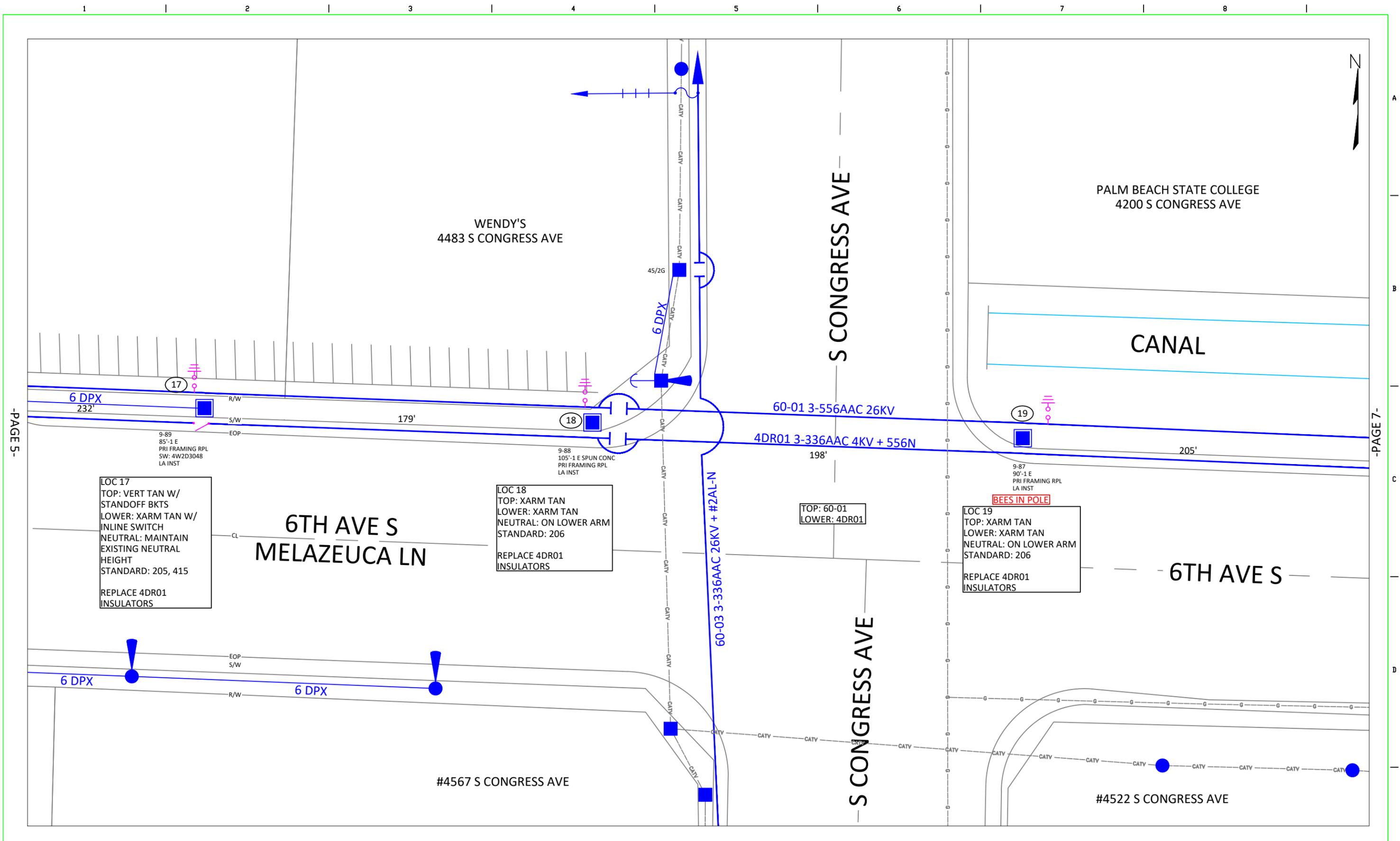
MELAZEUCA LN

DSGN	PEI						
DRN	PEI						
CKD	PEI						
SCALE:	1" = 40'						
2	Issued for Construction	11/20/2020	PEI	PEI	PEI		
1	90% SUBMITTAL	08/07/2020	PEI	PEI	PEI		
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS



CITY OF LAKE WORTH UTILITIES	JOB NUMBER	REV
4DR01 VOLTAGE CONVERSION PHASE 1	155789	a
**** 4DR01	DRAWING NUMBER	
	4/14	

FDR 36x24 DWG ONLY



PAGE 5-

-PAGE 7-

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	11/20/2020	PEI	PEI	PEI		
1	90% SUBMITTAL	08/07/2020	PEI	PEI	PEI		

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 40'
FDR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
4DR01 VOLTAGE CONVERSION
PHASE 1

4DR01

JOB NUMBER	155789
DRAWING NUMBER	6/14



PALM BEACH STATE COLLEGE
4200 S CONGRESS AVE

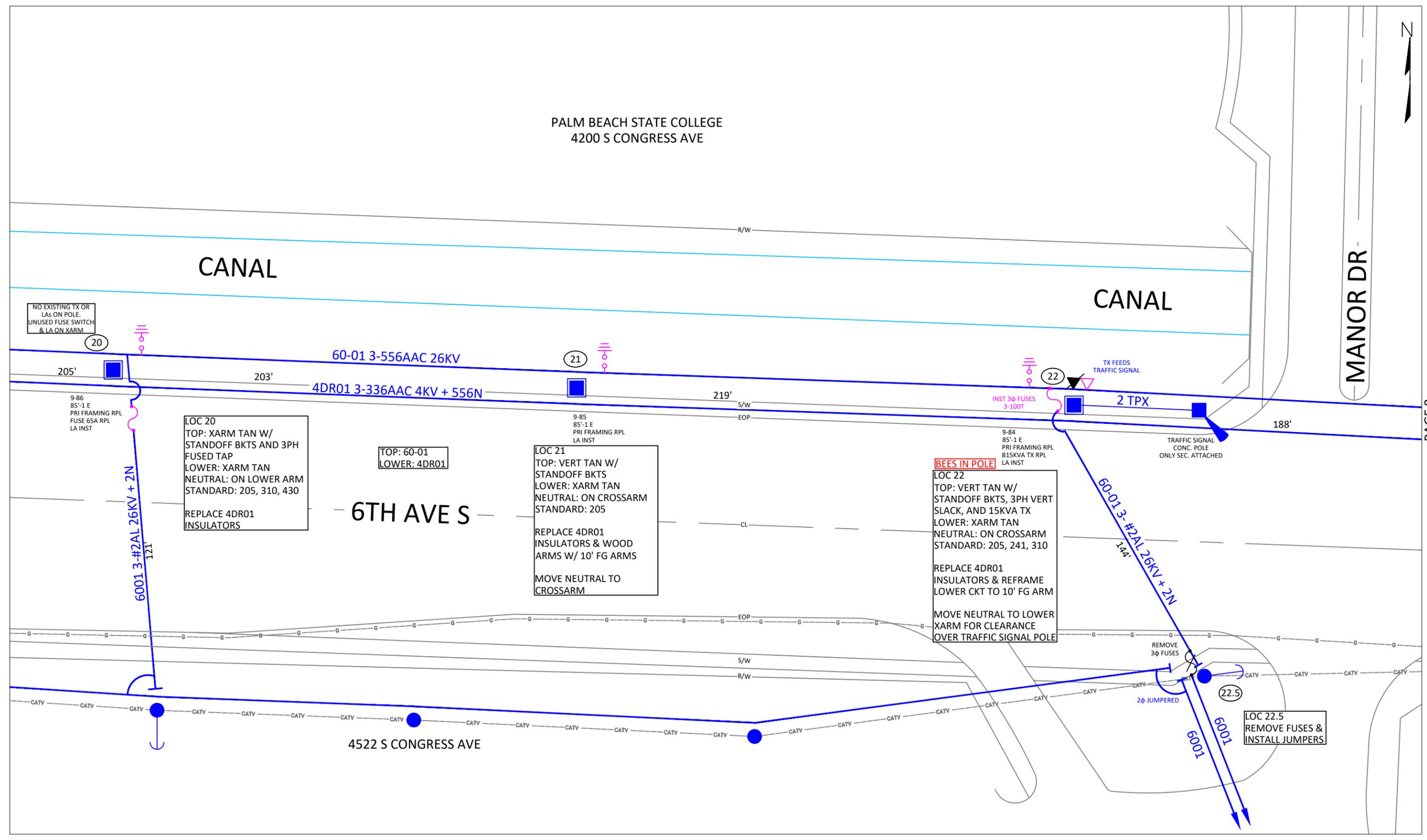
CANAL

CANAL

MANOR DR

-PAGE 6-

-PAGE 8-



2	Issued for Construction	11/20/2020	PEI	PEI	PEI															
1	90% SUBMITTAL	08/07/2020	PEI	PEI	PEI															
REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS													

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 40'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES		JOB NUMBER	REV
4DR01 VOLTAGE CONVERSION PHASE 1		155789	2
**** 4DR01		DRAWING NUMBER	7/14

PALM BEACH STATE COLLEGE
4200 S CONGRESS AVE

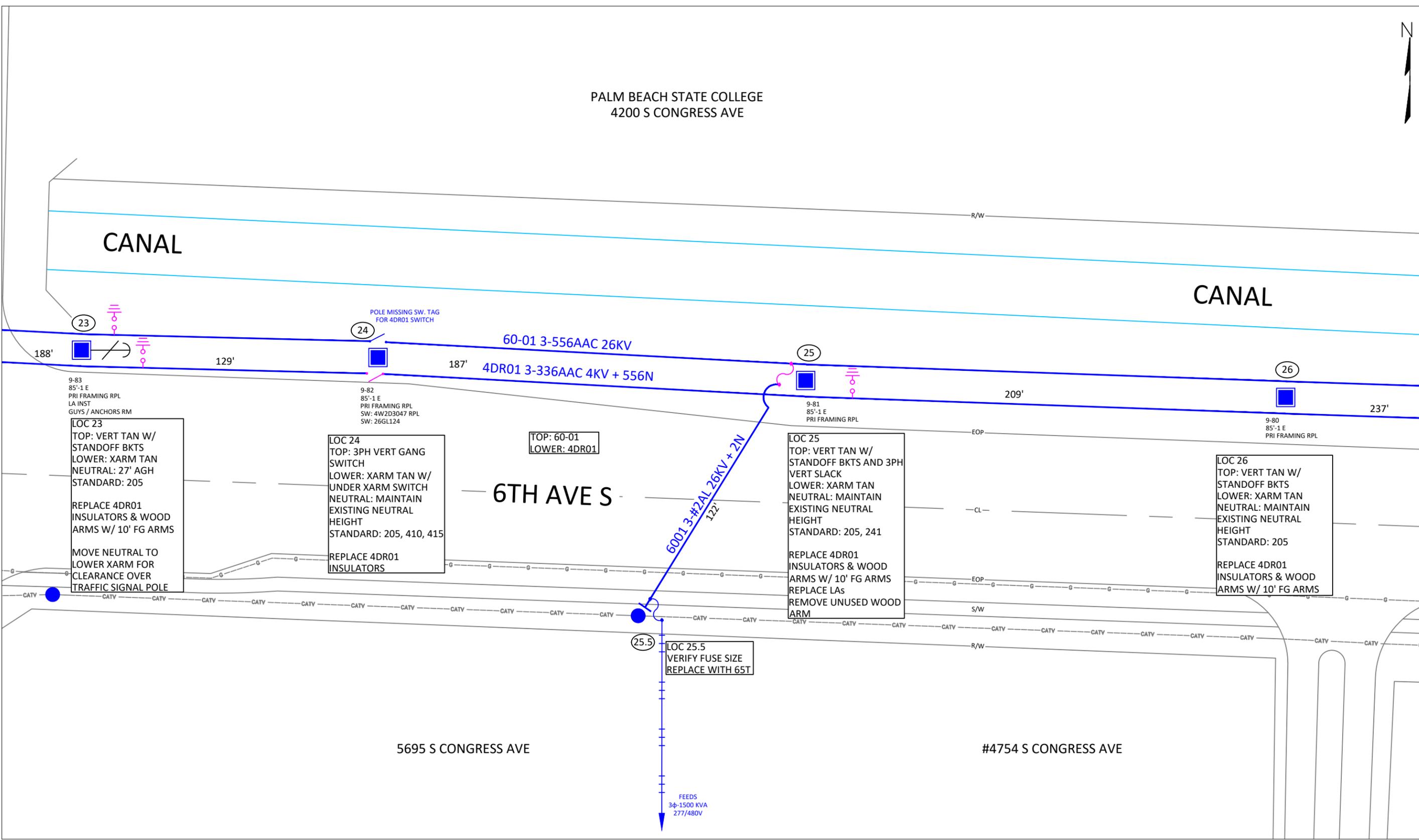


CANAL

CANAL

-PAGE 7-

-PAGE 9-



TOP: 60-01
LOWER: 4DR01

LOC 23
TOP: VERT TAN W/
STANDOFF BKTS
LOWER: XARM TAN
NEUTRAL: 27' AGH
STANDARD: 205

REPLACE 4DR01
INSULATORS & WOOD
ARMS W/ 10' FG ARMS

MOVE NEUTRAL TO
LOWER XARM FOR
CLEARANCE OVER
TRAFFIC SIGNAL POLE

LOC 24
TOP: 3PH VERT GANG
SWITCH
LOWER: XARM TAN W/
UNDER XARM SWITCH
NEUTRAL: MAINTAIN
EXISTING NEUTRAL
HEIGHT
STANDARD: 205, 410, 415

REPLACE 4DR01
INSULATORS

LOC 25
TOP: VERT TAN W/
STANDOFF BKTS AND 3PH
VERT SLACK
LOWER: XARM TAN
NEUTRAL: MAINTAIN
EXISTING NEUTRAL
HEIGHT
STANDARD: 205, 241

REPLACE 4DR01
INSULATORS & WOOD
ARMS W/ 10' FG ARMS
REPLACE LAs
REMOVE UNUSED WOOD
ARM

LOC 26
TOP: VERT TAN W/
STANDOFF BKTS
LOWER: XARM TAN
NEUTRAL: MAINTAIN
EXISTING NEUTRAL
HEIGHT
STANDARD: 205

REPLACE 4DR01
INSULATORS & WOOD
ARMS W/ 10' FG ARMS

LOC 25.5
VERIFY FUSE SIZE
REPLACE WITH 65T

FEEDS
3φ-1500 KVA
277/480V

REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	11/20/2020	PEI	PEI	PEI		
1	90% SUBMITTAL	08/07/2020	PEI	PEI	PEI		

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 40'
FOR 36x24 DWG ONLY	



CITY OF LAKE WORTH UTILITIES
4DR01 VOLTAGE CONVERSION
PHASE 1

4DR01

JOB NUMBER
155789
DRAWING NUMBER
8/14

PALM BEACH STATE COLLEGE
4200 S CONGRESS AVE



LIFT STATION #12

1/0 OPX
58'

1/0 OPX
100'

CANAL

CANAL

-PAGE 8-

-PAGE 10-

237'

238'

236'

60-01 3-556AAC 26KV

4DR01 3-336AAC 4KV + 556N

9-80
85'-1 E
PRI FRAMING RPL
B15/C25KVA TX BANK RPL
W/ B25 & C25
LA INST

9-78
85'-1 E
PRI FRAMING RPL
LA INST

6TH AVE S

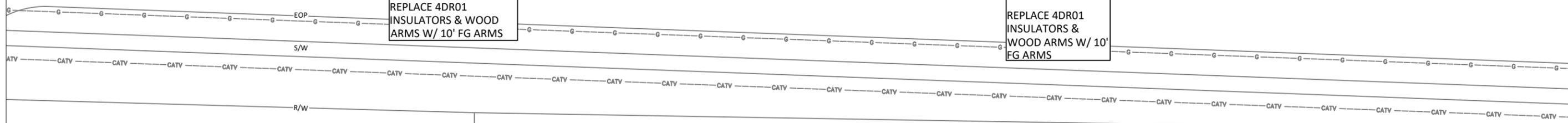
LOC 27
TOP: VERT TAN W/
STANDOFF BKTS
LOWER: XARM TAN W/
OPEN DELTA BANK
NEUTRAL: MAINTAIN
EXISTING NEUTRAL
HEIGHT
STANDARD: 205, 345

REPLACE 4DR01
INSULATORS & WOOD
ARMS W/ 10' FG ARMS

TOP: 60-01
LOWER: 4DR01

LOC 28
TOP: VERT TAN W/
STANDOFF BKTS
LOWER: XARM TAN
NEUTRAL: MAINTAIN
EXISTING NEUTRAL
HEIGHT
STANDARD: 205

REPLACE 4DR01
INSULATORS &
WOOD ARMS W/ 10'
FG ARMS



REV	REVISIONS	DATE	DRN	DSGN	CKD	APPD	REFERENCE DRAWINGS
2	Issued for Construction	11/20/2020	PEI	PEI	PEI		
1	90% SUBMITTAL	08/07/2020	PEI	PEI	PEI		

DSGN	PEI
DRN	PEI
CKD	PEI
SCALE:	1" = 40'



CITY OF LAKE WORTH UTILITIES
4DR01 VOLTAGE CONVERSION
PHASE 1

4DR01

JOB NUMBER 155789
DRAWING NUMBER 9/14

A
B
C
D
E

