



AGENDA
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 30, 2024 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Reinaldo Diaz

AGENDA - Additions / Deletions / Reordering:

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

- A. Electric Utility Update by Ed Liberty, Electric Utility Director
- B. [Water Utility update by Sam Heady, Water Utility Director](#)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [November 28, 2023](#)

UNFINISHED BUSINESS:

- A. [Electric Utility Storm Fund Discussion](#)
- B. [Purchased Power Cost Adjustment \(PCA\)](#)

NEW BUSINESS:

- A. [Approval of Agreements with Plan B Solutions, LLC and Reinhausen Manufacturing, Inc. to furnish and install Dissolved Gas Monitors for analysis of the condition of substation power transformers](#)
- B. [Approval of contract with Meyer Utility Structures, LLC to provide Spun Concrete Transmission Poles for new transmission line installations for the Electric Utility System Hardening and Reliability Improvement Program.](#)
- C. [Schweitzer Engineering Laboratories, Inc.'s Blueframe Software Contract Proposal to manage the EU's devices on the Operational Technology \(OT\) network](#)
- D. [Resolution No. 03-2024 – 2020 Consolidated Utility Revenue Bond Reauthorization](#)
- E. [Resolution No. 04-2024 – 2020 Non-Ad Valorem Consolidated Utility Revenue Bond Reauthorization](#)
- F. [Resolution No. 05-2024 – 2022 Consolidated Utility Revenue Bond Reauthorization](#)
- G. [Change Order #1 for Globaltech, Inc. adding additional vessels and membranes to existing Reverse Osmosis Trains](#)
- H. [Change Order #2 with Globaltech, Inc. for the Flash Mixer Improvement](#)
- I. [Task Order #17 for Mock Roos and Associates, Inc. to provide design and bid phase services for the 10th and 13th Avenues North Project](#)

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 81-2022). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

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



WATER UTILITY DEPARTMENT
301 COLLEGE STREET
LAKE WORTH BEACH, FL 33460

MEMORANDUM

Date: January 11, 2024
To: Lake Worth Beach City Council
From: Sam Heady, Utility Director
RE: Water Utility Grant Funding Update

A monthly updated list of active funding applications and awards is attached. Below is a summary of changes since the last City Council update.

Recent Awards:

- The Water Utility Department has been awarded a technical assistance grant from the Environmental Protection Agency's Environmental and Climate Justice Community Change Grants Program. This program is a new initiative funded by the Inflation Reduction Act, worth \$2 billion, aimed at supporting community-driven projects that enable communities to face environmental and climate justice challenges, enhance their climate resilience, and promote clean energy.
- The Technical Assistance will help with:
 1. Designing a water, wastewater, and/or stormwater project.
 2. Preparing a grant application that can fund projects between \$10-20 million.
 3. Developing and facilitating the required partnerships, as the grant requires a partnership with a community-based, non-profit organization.
 4. Post-funding support to manage, oversee, perform, and report on the grants

Active Applications:

No applications are currently active, but we are working to identify a suitable project and partnerships to pursue a larger Environmental and Climate Justice Community Change grant for implementation.

Grants under Consideration:

The Water Utility Department is currently working with a consultant to assess the 5-year Capital Improvement Plan (CIP) for potential grant and loan funding opportunities.

Status Summary of Active and Awarded Funding Opportunities
Water Utility Department

STATUS	FUNDING SOURCE	PROJECT/NEED	FUNDING YEAR	REQUESTED or AWARDED AMOUNT	MATCH REQ
APPLIED	FDEP Resilient Florida Implementation	2nd Ave S & Golfview Stormwater Resilience Upgrades	2023	\$ 200,000	\$ 200,000
APPLIED	FDEP Resilient Florida Implementation	Eden Place Additional Funding	2023	\$ 458,875	\$ 458,875
APPLIED	FDEP Resilient Florida Planning	Parrot Cove Stormwater Improvement Additional Funding	2023	\$ 250,000	\$ 250,000
APPLIED	FDEP Wetlands/Protection	9th Ave Stormwater Pump Station	2023	\$ 750,000	\$ 750,000
APPLIED	FDEP Resilient Florida Planning	9th Ave Stormwater Pump Station	2023	\$ 150,000	\$ 150,000
APPLIED	LMS Palm Beach County	LMS Grant Palm Beach County 5 Generators	2023	\$ 2,750,000	\$ -
		<i>Total of Applied; awaiting Notification</i>		\$ 4,558,875	\$ 1,808,875
Awarded	Environmental & Climate Justice Community Change	Project TBD	2024	Technical Assistance	
Awarded	FDEP SRF Loan	Lead Service Line Inventory	2023	\$ 950,000.00	\$ -
Awarded	State of Florida Legislative Request/FDEP	Parrot Cove Infrastructure Upgrades	2021	\$ 450,000.00	\$ -
Awarded	FDEO CDBG-MIT	WTP Roof Replacement	2022	\$ 989,262.00	\$ -
Awarded	FDEP Resilient Florida Implementation	FDEP/Eden Place Mitigation (16th Ave N)	2021	\$ 300,000.00	\$ 300,000.00
Awarded	FDEP Resilient Florida Implementation	10th, 13th Ave N Outfall Upgrades	2022	\$ 352,500.00	\$ 352,500.00
Awarded	FDEP Resilient Florida Implementation	FDEP/ South Palm Park Mitigation (18th Ave S stormwater)	2021	\$ 300,000.00	\$ 300,000.00
		<i>Total Awarded to Date</i>		\$ 3,341,762.00	\$ 952,500.00

Blue text indicates a change from previous update.

**MINUTES
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, NOVEMBER 28, 2023 - 6:00 PM**

The meeting was called to order by Mayor Betty Resch on the above date at 6:05 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:17)

Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Y. Davis, Assistant City Attorney Christy L. Goddeau and Deputy City Clerk Shayla Ellis.

PLEDGE OF ALLEGIANCE: (0:41) led by Vice Mayor Christopher McVoy.

AGENDA - Additions/Deletions/Reordering: (1:11)

Consent, Item C – Deductive Change Order No. 1 to Insituform Technologies, LLC was added to the agenda.

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the agenda as amended.

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

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

A. Water Utility Update by Sam Heady, Water Utility Director (1:46)

B. Electric Utility Update by Ed Liberty, Electric Utility Director (6:45)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (16:06)

APPROVAL OF MINUTES: (19:37)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve the following minutes:

A. October 30, 2023

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

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items) (19:48)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the Consent Agenda.

- A. Fourth Amendment to Task Order No. 2 with Power Engineers, Inc. to complete additional revisions to voltage conversion plans
- B. Resolution No. 53-2023 – Drinking Water State Revolving Fund Program application
- C. (added) Deductive Change Order No. 1 to Insituform Technologies, LLC

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

UNFINISHED BUSINESS:

- A. PCA Discussion (19:58)

NEW BUSINESS:

- A. Resolution No. 52-2023 – Establishment of an Electric Utility Storm Fund (1:12:35)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 52-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ESTABLISHING AN ELECTRIC UTILITY STORM FUND TO PROVIDE FINANCIAL RESOURCES FOR THE EFFICIENT AND TIMELY RESTORATION OF THE ELECTRIC UTILITY INFRASTRUCTURE FOLLOWING STORM EVENTS; AUTHORIZING THE TRANSFER OF \$500,000 EXCESS POWER COST ADJUSTMENT REVENUES TO THE STORM FUND; SETTING GENERAL GUIDELINES FOR THE STORM FUND; AND, PROVIDING FOR REPEAL OF CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve Resolution No. 52-2023 – Establishment of an Electric Utility Storm Fund which would be initially funded \$500,000 from the PCA balance revenues available as of August 2023 and directing staff to bring to the commission a proposed mock-up for updating the customer bills to show the current monthly utility contributions the customer contributed and the fund balance.

Action: Motion amended by Vice Mayor McVoy and seconded by Commissioner Diaz to approve Resolution No. 52-2023, establishment of an Electric Utility Storm Fund, which would be initially funded with \$500,000 from the PCA balance revenues as of August 2023 adding language in Section 3, Number 2 that the funds be placed in an interest bearing account and a requirement for commission approval to access the fund for payment or reimbursement.

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

Action: Consensus to have the Electric Utility bring back a presentation from a rates consultant to address the required amount for the Storm Fund and assist with the establishment of when to add to or access the storm fund.

B. Purchase authorization for Quicklime from Lhoist North America of Alabama, LLC for the Water Treatment Plant (1:42:52)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve the purchase of quicklime from Lhoist North America of Alabama, LLC, for an amount not to exceed \$234,648.75 in FY 24, \$258,116.25 in FY 25, and \$283,925.25 in FY 26.

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

C. Task Order No. 1 for WGI, Inc. Architecture Consulting Services Water Treatment Plant (1:43:01)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the Task Order No. 1 for WGI, Inc. to provide architecture consulting services for the Water Treatment Plant Roof Storm Hardening Project.

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

D. Agreements with Gresco Supply, Inc and ULS Corporate, Inc. for the purchase and delivery of three-phase, pad-mounted distribution transformers (1:43:22)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve agreements with Gresco Supply, Inc. and ULS Corporate, Inc. for the purchase and delivery of three-phase, pad-mounted distribution transformers at a cost not to exceed \$2,500,000 per year per agreement.

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

E. Third Amendment to Task Order No. 3 with Power Engineers, Inc. to provide additional civil, substation, and construction support engineering services for the 138 kV Canal switchyard (1:53:07)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the Third Amendment to Task Order No. 3 with Power Engineers, Inc., to complete additional engineering design services for the 138kV Canal Switchyard in the amount not to exceed \$55,140 for FY 2024.

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

F. Contractor Agreement with The Davey Tree Expert Company (1:53:26)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the contractor agreement with The Davey Tree Expert Company for utility easement and right-of-way vegetation management services for the Electric, Water & Sewer Utility Departments at stipulated unit prices up to the funds available in FY 2024.

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

ADJOURNMENT: (2:00:16)

Action: Motion made by Commissioners Malega and seconded by Commissioner Stokes to adjourn the meeting at 8:07 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Minutes Approved: January 30, 2024

Item time stamps correspond to the meeting recording on YouTube.

CITY OF LAKE WORTH BEACH, FLORIDA

Electric Utility Storm Fund

PRESENTED BY: Craig Shepard, Project Manager

January 30, 2024



Storm Fund - Goals

- ▶ Build up a Storm Fund Reserve to Help with Expenses Related to Storm Preparation and Recovery
- ▶ Have Fund Available While Waiting for FEMA Reimbursement
- ▶ Use Storm Fund Instead of Other Reserves or Raising Rates

Storm Fund

- ▶ The Investor Owned Utilities (IOUs) in Florida have a Separate Storm Fund Charges on Customer Bills, Approved by the PSC
- ▶ Some Municipal Utilities Include Funds for Storm Preparation and Recovery in their General Reserve Fund
- ▶ Set a Target Storm Fund Balance
- ▶ Preparation for Recent Hurricane Threats:
 - Dorian \$2.9 Million; Ian \$0.9 Million; Nicole \$1.6 Million
- ▶ Current Available Balance is \$500,000

LWB Electric Utility's Recent Storm Expenses

- ▶ Dorian; September 2019 \$2.954 Million
- ▶ Ian; October 2022 \$0.889 Million
- ▶ Nicole; November 2022 \$1.631 Million
- ▶ Costs do not include internal labor costs

Examples of Storm Charges

Line No.	Description	Cents/kWh	Notes
1	FPL Storm Protection Charge FPL Consolidated Interim Storm	0.557	Residential Effective January 1, 2024
2	Restoration Recovery Surcharge	0.665	Residential Effective January 1, 2024
3	Total	1.222	\$12.22 per 1,000 kWh
4	Duke Storm Protection Charge	0.414	Residential Effective Sept 1, 2023
5	Duke Storm Cost Recovery Surcharge	1.314	Residential Effective April 2023 through March 2024
6	Total	1.728	\$17.28 per 1,000 kWh

Examples of Storm Charges

Line No.	Description	Cents/kWh	Notes
7	TECO Storm Protection Charge	0.373	Residential Effective Jan 1, 2023
	TECO Storm Cost Recovery		Residential Effective April 2023
8	Surcharge	<u>1.022</u>	through March 2024
9	Total	1.395	\$13.95 per 1,000 kWh
10	Keys Energy Storm Surcharge	0.135	All customers to fund the Disaster Reserve and Mitigation Fund \$1.35 per 1,000 kWh

Sample Storm Fund Target Balance

- ▶ Lake Worth Beach Fiscal Year 2024 Energy Sales = 460,000,000 kWh
- ▶ \$1 per 1,000 kWh for 2 Years = $\$.001 \times 460,000,000 \times 2$
= \$920,000
- ▶ \$1 per 1,000 kWh for 4 Years = $\$.001 \times 460,000,000 \times 4$
= \$1,840,000
- ▶ \$2 per 1,000 kWh for 2 Years = $\$.002 \times 460,000,000 \times 2$
= \$1,840,000
- ▶ \$2 per 1,000 kWh for 4 Years = $\$.002 \times 460,000,000 \times 4$
= \$3,680,000
- ▶ \$3 per 1,000 kWh for 2 Years = $\$.003 \times 460,000,000 \times 2$
= \$2,760,000
- ▶ \$3 per 1,000 kWh for 4 Years = $\$.003 \times 460,000,000 \times 4$
= \$5,520,000

Recommendations

- ▶ Establish Storm Fund
- ▶ Establish Separate Charge for Storm Fund on Customers' Bills
- ▶ Implement Storm Fund Charges Until Target Balance is Attained
- ▶ Proposed Target Fund Balance = \$3 Million

Questions / Comments

POINTS OF CONTACT

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STAFF REPORT UTILITY MEETING

AGENDA DATE: January 30, 2024

DEPARTMENT: Electric Utility

TITLE:

Purchased Power Cost Adjustment (PCA)

SUMMARY:

The City's electric utility provides electricity to its customers using a variety of electric production resources. Among them are the City's entitlements in various Florida Municipal Power Agency (FMPA) St. Lucie and Stanton 1 Projects, the City's own solar farm atop City's closed landfill, the City's power plant, and a contract with Orlando Utilities Commission for supplemental energy and capacity (the "OUC Agreement").

As determined during the electric utility rate making process certain electric utility expenses largely related to the purchase of electric capacity, debt service, operations and maintenance, general fund transfer, and City shared internal service costs are recovered via the Base Energy Charge on customers' bills and are not included in the Purchased Power Cost Adjustment (PCA).

Expenses largely related to the purchase of electric energy from the aforementioned electric production resources, as well as the electric energy and capacity purchases under the OUC Agreement, and electric transmission costs, are recovered or returned via the Purchased Power Cost Adjustment (PCA) on customers' bills. As per City Resolution 92-2021 the PCA "shall be established for a projected 3-month period for energy sales during that period..."

In determining the PCA recommendation for March 1, Staff has calculated actual incurred purchased power costs beginning with September '23 (when the Commission approved the transfer of PCA funds to the RSF and Storm Fund) through December '23 together with a forecast of purchased power costs for the upcoming 3-month and 6-month periods (January '24 – March '24 and January '24 – June '24).

In performing its analysis Staff then calculates a True-Up amount representing the over or under recovery of purchased power costs from the prior period (Sep '23 – Dec '23), which are then credited or debited to the following period accordingly.

BACKGROUND AND JUSTIFICATION:

Due to the stability of natural gas costs on wholesale power costs Staff has developed two cases for evaluation by the City Commission. The cases include a Base Case in which the True-Up recovery amount would be deferred allowing for favorable reduction in the PCA over the next 3-month period, and an Alternate Case in which the True-Up recovery amount would also be deferred resulting in a favorable PCA reduction over the next 6-month period. Both Case's would benefit our customer base reflected in lower monthly electric bills.

Staff develops its estimates of future purchased power costs using widely published and publicly available values for natural gas futures contracts for the applicable months. City does not actually purchase natural gas futures contracts, it merely used published prices as a forecasting tool.

Section 3 of City's Resolution 92-2021 defines the Purchased Power Cost Adjustment (PCA) and formula for calculation as follows:

$$PCA = (A + B + C) / D$$

Where:

A = The projected purchased power costs for the projected 3-month period comprised of costs such as the FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity; energy and directly related costs, Lake Worth Beach electric utility power plant generating fuel; and transmission costs:

B = A true-up amount representing the over or under recovery of purchased power costs from the prior period

C = The amount transferred to or from the Rate Stabilization Fund for the projected period

D = The projected total retail sales in MWh for the projected 3-month period

Accordingly, the recommended PCA elements effective March 1, 2024 under a Base Case are as follows:

A = \$2,675,737 (January '24 – March '24)

B = \$0 (deferred)

C = \$0

D = 101,055 MWh

PCA = \$26.48 per MWh (Reduction of \$6.95 from current PCA of \$33.43)

Base Case PCA; Residential First 1,000 kWh per month = \$0.02438 per kWh

Base Case PCA; Residential Additional kWh above 1,000 kWh per month = \$0.03438 per kWh

Base Case PCA; Average; Commercial and Demand = \$0.02648 per kWh

Alternatively, the recommended PCA elements effective March 1, 2024 under the Alternate Case are as follows:

A = \$6,199,798 (January '24 – June '24)

B = \$0 (deferred)

C = \$0

D = 214,039 MWh

PCA = \$28.97 per MWh (Reduction of \$4.46 from current PCA of \$33.43)

Alternate Case PCA; Residential First 1,000 kWh per month = \$0.002687 per kWh

Alternate Case PCA; Residential Additional kWh above 1,000 kWh per month = \$0.03687 per kWh

Alternate Case PCA; Average; Commercial and Demand = \$0.02897 per kWh

If approved, the PCA for all customer rate classes will change effective March 1, 2024. For comparison purposes the monthly bill for the benchmark 1,000 kWh per month Residential Customer will be reduced by \$6.95 per month under the Base Case, or by \$4.46 per month under the Alternate Case.

MOTION:

Move to approve/disapprove the PCA as presented under the Base Case or Alternate Case effective May 1, 2024.

ATTACHMENT(S):

Resolution 92-2021

PCA Base Case Template for Rates Effective March 1, 2024

PCA Alternate Case Template for Rates Effective March 1, 2024

PCA Revenues vs Expenses Cumulative Graph

PCA Balance

Rate Stabilization Fund Balance

Total PCA Funds

Delivered MW Plus PCA Base Case Graph

Delivered MW Plus PCA Alternate Graph

RESOLUTION NO. 92-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES, AND REGULATIONS FOR ALL ELECTRICITY SOLD BY THE CITY OF LAKE WORTH BEACH, FLORIDA FOR USE OF ELECTRIC LIGHT AND POWER SYSTEM; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

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

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

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

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

- A. "Shall" is always mandatory and not merely directory.
- B. "Net Metering Accounts" are those customer accounts with the City's Electric Utility where the customer has applied to the City's Electric Utility; installed a Customer-Owned Renewable Generation System (as defined in the Net Metering Program Rules and Regulations); executed a City Interconnection Agreement; has been approved by the Electric Utility for interconnection with the City's electric system; and, remains in compliance with the City's Net Metering Program. All rates applicable to Net Metering Accounts are governed by Resolution No. 45-2019 (as may be amended from time to time).
- C. "Purchased Power Cost Adjustment (PCA)" The cost of electricity is affected by the price of fuel and the purchase price of power supply. The PCA is an adjustment charge caused by an increased or decreased in the cost to purchase or supply power to customers. It is shown on the customer's bill as a credit or a surcharge to the price per kilowatt-hour. The customer's utility bill may have a credit, as the cost of power supply decreases, or it may have a surcharge when the costs increase.

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

A. Regular Residential Electric (Schedule R-S)

1. Designation: Regular Residential Electric
2. Applicable: For domestic electric purposes in private residences and individually metered apartments. Residential rates shall apply for electric energy used in commonly-owned facilities in condominiums and cooperative apartment buildings, subject to the following criteria:
 - a. 100% of the energy is used exclusively for the co-owner's benefit.
 - b. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
 - c. Each point of delivery will be separately metered and billed.
 - d. A responsible legal entity is established as the customer to whom the City of Lake Worth Beach can render its bills for said service.
 - e. A cooperative or condominium requesting residential rates shall apply for the rate and establish the above criteria.
3. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder. Recognized rooming houses, tourist homes and dwellings accommodating more than four paying guests supplied through a single meter will not be served under this schedule.
4. Service: Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill. \$10.55 per month.
 - b. Energy Charge per kWh

	First 1,000 KWH's	Excess
Base Energy	\$0.06900	\$0.08900
Power Cost Adjustment	\$0.03490	\$0.04490
Capacity	N/A	N/A
Total	\$0.1039	\$0.1339

6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be charged at \$35.00 per month.

B. Regular Commercial Service (Schedule C-S)

1. Designation: Regular Commercial Electric.
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill. \$17.00 per month.
 - b. Energy Charge per kWh.

	All kWhs
Base Energy	\$0.08700
Power Cost Adjustment	\$0.03700
Capacity	N/A
Total	\$0.12400

6. The rates listed above includes all administrative charges from the City of Lake Worth Beach.
7. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$50.00 per month for single phase service and \$100.00 per month for poly phase service.

C. Demand Commercial Service (Schedule CD-S)

1. Designation: Demand Commercial Electric
2. Applicable: For customers who qualifies for service under Schedule C-S above and has a peak demand of 25 kW or greater for three (3) consecutive months:
3. Limitations: Auxiliary or stand-by service or resale not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill. \$130.00 per month.
 - b. Energy Charge per KWH

	All kWhs	Demand - KW
Base Energy	\$0.05200	\$12.00
Power Cost Adjustment	\$0.03700	
Capacity Charge	N/A	
Total	\$0.08900	\$12.00

6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
8. Power Factor Adjustment: When demand is measured with a kW meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
9. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
10. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
11. Minimum Bill: The minimum bill for electric use shall be \$250.00 per month.

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

1. Designation: Time of Use Commercial Service
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill. \$30.00 per month.
 - b. Energy Charge:
 - i. Off Peak \$0.0840 per kWh
 - ii. On Peak \$0.2600 per kWh
 - iii. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.

6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$50.00 per month for single phase service and \$100.00 per month for poly phase service.

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

1. Designation: Time of Use Demand Commercial Service
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard 416 voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each Electric account receiving a bill. \$140.00 per month.
 - b. Energy Charge:
 - i. Off Peak \$0.0620 per kWh
 - ii. On Peak \$0.2400 per kWh
 - iii. Demand Charge: \$7.00 per kW.
 - iv. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
 - v. Power Factor Adjustment: When demand is measured with a kW 438 meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
 - vi. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day.
 - vii. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.
6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.

8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$140.00 per month.

F. Electric Vehicle Charging Level II (Schedule EV2-S)

1. Designation: Electric Vehicle Charging Level II
2. Applicable: For City owned public electric vehicle Level II charging stations.
 - a. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
 - b. Each point of delivery will be separately metered and billed.
 - c. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.

3. Energy Charge per kWh

	All KWH's
Base Energy	\$0.05148
Power Cost Adjustment	\$0.03578
Capacity	\$0.01020
Total	\$0.09746

4. The rates listed above include all administrative charges from the City of Lake Worth Beach.
5. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
6. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

G. Private Area Lighting (Schedule L-P)

1. Designation: Private Area Lighting
2. Applicable: For year-round outdoor security lighting of yards, driveways, walkways, parking lots, parks, and other areas, under the following conditions:
 - a. Lights to be served hereunder shall be at locations that are easily and economically accessible to the City of Lake Worth Beach equipment and personnel for construction and maintenance.
 - b. Original location of lighting fixtures shall be by mutual agreement and shall not be located so as to create a public nuisance.
 - c. Any relocation requested by customer after installation shall be made at customer's expense. All new lighting units provided under this Schedule shall be the high pressure sodium vapor (conservation lighting) type.
3. Limitations:
 - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
 - b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

4. **Service:** Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day and maintenance of facilities. The City of Lake Worth Beach will replace all burned out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the customer that such work is necessary. The City of Lake Worth Beach shall be permitted to enter the customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities. Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
5. **Term of Service:** Not less than one (1) year.
6. **Monthly Rates:** A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
 - a. **Standard Lighting:**

Description Unit Cost per Month

175 Watt (7,000 Lumen) Mercury –Vapor Street Light Unit on Existing Pole	\$12.21
400 Watt (20,500 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$19.15
1,000 Watt (55,000 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$37.68
100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$9.93
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$14.26
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$17.05
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$17.15
48 Watt LED Street Light Unit on Existing Pole	\$9.00
70 Watt LED Street Light Unit on Existing Pole	\$9.70
80 Watt LED Street Light Unit on Existing Pole	\$9.70
101 Watt LED Street Light Unit on Existing Pole	\$16.30
110 Watt LED Street Light Unit on Existing Pole	\$16.30
133 Watt LED Street Light Unit on Existing Pole	\$16.30
150 Watt LED Street Light Unit on Existing Pole	\$16.30
Wood Pole and span of Overhead Conductors or Pole used only for Light	\$10.00
Concrete Pole and Span of Overhead Conductors or Pole used only for Light	\$15.00
Underground Conductors up to 150 feet	\$1.33
Underground Conductors from 150 feet to 300 feet	\$2.68

7. **Purchased Power Cost Adjustment Charge:** A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. **Outside City Limits Surcharge:** A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

H. Street Lighting (Schedule L-S)

1. Designation: Street Lighting
2. Applicable: For lighting of public right-of ways.
3. Limitations:
 - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
 - b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.
 - c. Should the City of Lake Worth Beach be required by the customer to replace the street light(s) with a light (or lights) of another type or rating, then the customer may be required to pay the estimated labor, vehicle use and other direct costs involved in replacing the fixtures.
4. Service: Service includes lamp renewals, energy from approximately dusk each day until dawn the following day and maintenance of City of Lake Worth Beach owned street lighting systems.
5. Term of Service: For not less than ten (10) years for City of Lake Worth Beach facilities or customer will be required to pay depreciated cost of installed facilities plus cost of removal.
6. Monthly Rates:
 - a. A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
 - b. Conservation Lighting:

Description Unit Cost per Month

100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$7.85
150 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$9.33
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$12.26
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$15.19
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$17.09
48 Watt LED Street Light Unit on Existing Pole	\$9.00
70 Watt LED Street Light Unit on Existing Pole	\$9.70
80 Watt LED Street Light Unit on Existing Pole	\$9.70
101 Watt LED Street Light Unit on Existing Pole	\$16.30
110 Watt LED Street Light Unit on Existing Pole	\$16.30
133 Watt LED Street Light Unit on Existing Pole	\$16.30
150 Watt LED Street Light Unit on Existing Pole	\$16.30

c. Appurtenances:

Description Unit Cost per Month

Wood Pole and span of Overhead Conductors \$10.00 or Pole used only for Light
 Concrete Pole and Span of Overhead Conductors \$15.00 or Pole used only for Light
 Underground Conductors up to 150 feet \$1.33
 Underground Conductors from 150 feet to 300 feet \$2.68

7. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge:
 - A. Surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

Section 3. Purchased Power Cost Adjustment (PCA): A Purchased Power Cost Adjustment Charge (PCA) shall be established for a projected 3 month period for energy sales during that period as follows:

$$PCA = (A + B + C) / D$$

where:

A = The projected purchased power costs for the projected 3 month period comprised of costs such as the FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity, energy and directly related costs, Lake Worth Beach electric utility power generating fuel, and transmission costs

B = A true-up amount representing the over or under recovery of purchased power costs from the prior period

C = The amount transferred to or from the Rate Stabilization Fund for the projected period

D = The projected total retail sales in MWh for the projected 3 month period

The purchased power cost adjustment charge will be reconciled quarterly and trued up between estimated costs and billing units and actual costs and billing units.

Section 4. Surcharge For Service Outside The Municipal Limits: With respect to any residents, premises and/or users outside the corporate limits of the City of Lake Worth Beach, Florida, where such residents, premises and/or users now or hereafter have or use electrical utility service with the electrical system of the City of Lake Worth Beach, they shall be charged a rate for the electricity they use equal to the charge established for service to the residents, premises and/or users within the City of Lake Worth Beach, Florida, plus any applicable taxes or fees that are required in the Code of Ordinances or Resolutions of the specific jurisdiction in which those accounts reside. Such taxes and fees are collected by the City of Lake Worth Beach and remitted directly to the appropriate County or Municipal entity.

Section 5. Nothing in this resolution shall prohibit the City of Lake Worth Beach from entering into an agreement to provide electricity and electric utility services to or within any unit of government or governmental subdivision with terms and conditions other than contained herein.

Section 6. All resolutions or parts of resolutions in conflict herewith are expressly repealed.

Section 7. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 8. This resolution shall be in effect for billings issued on or after January 1, 2022.

The passage of this resolution was moved by Commissioner McVoy, seconded by Commissioner Malega and upon being put to a vote, the vote was as follows:

Mayor Betty Resch	AYE
Vice Mayor Herman Robinson	AYE
Commissioner Sarah Malega	AYE
Commissioner Christopher McVoy	AYE
Commissioner Kimberly Stokes	AYE

The Mayor thereupon declared this resolution duly passed and enacted on the 14th day of December 2021.

LAKE WORTH BEACH CITY COMMISSION

By: _____

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk



CITY OF LAKE WORTH BEACH, FLORIDA
POWER COST ADJUSTMENT CALCULATION
BASE CASE - \$6.95 RATE REDUCTION - EFFECTIVE MARCH 1 2024

1 Projected Period Jan 2024 - Mar 2024
2 Prior Period True-Up Sept 2023 - Dec 2023

PCA = (A + B + C) / D

3	A = Projected Power Costs for the 3 months (FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity, energy and directly related costs, Lake Worth Beach electric utility power generating fuel, and transmission costs)	\$2,675,737	Based on anticipated Purchased Power, Gas futures; planned outages and transmission projections.
	B = True up amount for prior period		
4	Actual Power Costs	\$4,741,212	OUC bill, Stanton Energy only, Transmission & Power Plant Gas
5	Actual PCA Revenues	\$5,694,251	PCA Revenues ACTUAL
6	Difference	-\$953,039	
7	B = Recovery amount this period	\$0	
8	Deferred Costs to be Recovered	-\$953,039	
9	A + B =	\$2,675,737	
10	C = Amount transferred to or from the Rate Stabilization Fund	\$0	
11	D = Projected retail sales in MWh for the 3 months	101,055	Derived from Jan - March '23 actual sales plus 2% added for growth
12	PCA = (A + B + C) / D =	<u>\$26.48</u>	per MWh
13		<u>\$0.02648</u>	per kWh
14		\$26.48	per 1,000 kWh
15	Current PCA (Average - Commercial, Demand)	\$0.03343	per kWh
16	Current PCA (First 1,000 kWh Residential)	\$0.03133	per kWh
17	Current PCA (Additional kWh Residential)	\$0.04133	per kWh
18	Current PCA (Average - Commercial, Demand)	\$33.43	per 1,000 kWh
19	Change in PCA	-\$0.00695	per kWh
20	Monthly Change in Bill for 1,000 kWh Residential Customer and other customers per 1,000 kWh	-\$6.95	
21	Proposed PCA (Average - Commercial, Demand)	\$0.02648	per kWh
22	Proposed PCA (First 1,000 kWh Residential)	\$0.02438	per kWh
23	Proposed PCA (Additional kWh Residential)	\$0.03438	per kWh

CITY OF LAKE WORTH BEACH, FLORIDA
POWER COST ADJUSTMENT CALCULATION
ALTERNATE CASE - \$4.46 RATE REDUCTION - RATES EFFECTIVE MARCH 1 2024

1 Projected Period Jan 2024 - Jun 2024
2 Prior Period True-Up Sept 2023 - Dec 2023

PCA = (A + B + C) / D

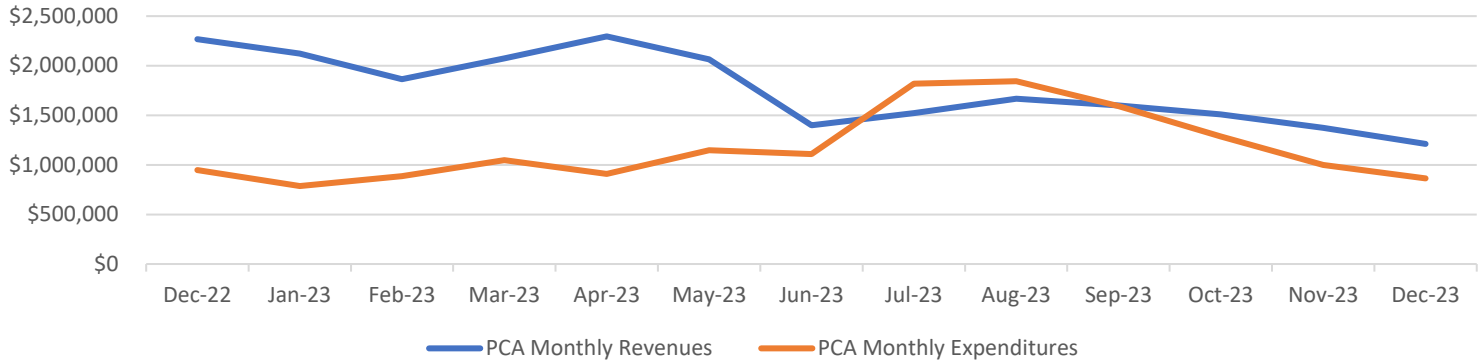
3	A = Projected Power Costs for the 3 months (FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity, energy and directly related costs, Lake Worth Beach electric utility power generating fuel, and transmission costs)	\$6,199,798	Based on anticipated Purchased Power, Gas futures; planned outages and transmission projections.
	B = True up amount for prior period		
4	Actual Power Costs	\$4,741,212	OUC bill, Stanton Energy only, Transmission & Power Plant Gas
5	Actual PCA Revenues	\$5,694,251	PCA Revenues ACTUAL
6	Difference	-\$953,039	
7	B = Recovery Amount this period	\$0	
8	Deferred Costs to be Recovered	-\$953,039	
9	A + B =	\$6,199,798	
10	C = Amount transferred to or from the Rate Stabilization Fund	\$0	
11	D = Projected retail sales in MWh for the 3 months	214,039	Derived from Jan - June '23 actual sales plus 2% added for growth
12	PCA = (A + B + C) / D =	<u>\$28.97</u>	per MWh
13		<u>\$0.02897</u>	per kWh
14		\$28.97	per 1,000 kWh
15	Current PCA (Average - Commercial, Demand)	\$0.03343	per kWh
16	Current PCA (First 1,000 kWh Residential)	\$0.03133	per kWh
17	Current PCA (Additional kWh Residential)	\$0.04133	per kWh
18	Current PCA (Average - Commercial, Demand)	\$33.43	per 1,000 kWh
19	Change in PCA	-\$0.00446	per kWh
20	Monthly Change in Bill for 1,000 kWh Residential Customer and other customers per 1,000 kWh	<u>-\$4.46</u>	
21	Proposed PCA (Average - Commercial, Demand)	\$0.02897	per kWh
22	Proposed PCA (First 1,000 kWh Residential)	\$0.02687	per kWh
23	Proposed PCA (Additional kWh Residential)	\$0.03687	per kWh

PCA Table & Graphs

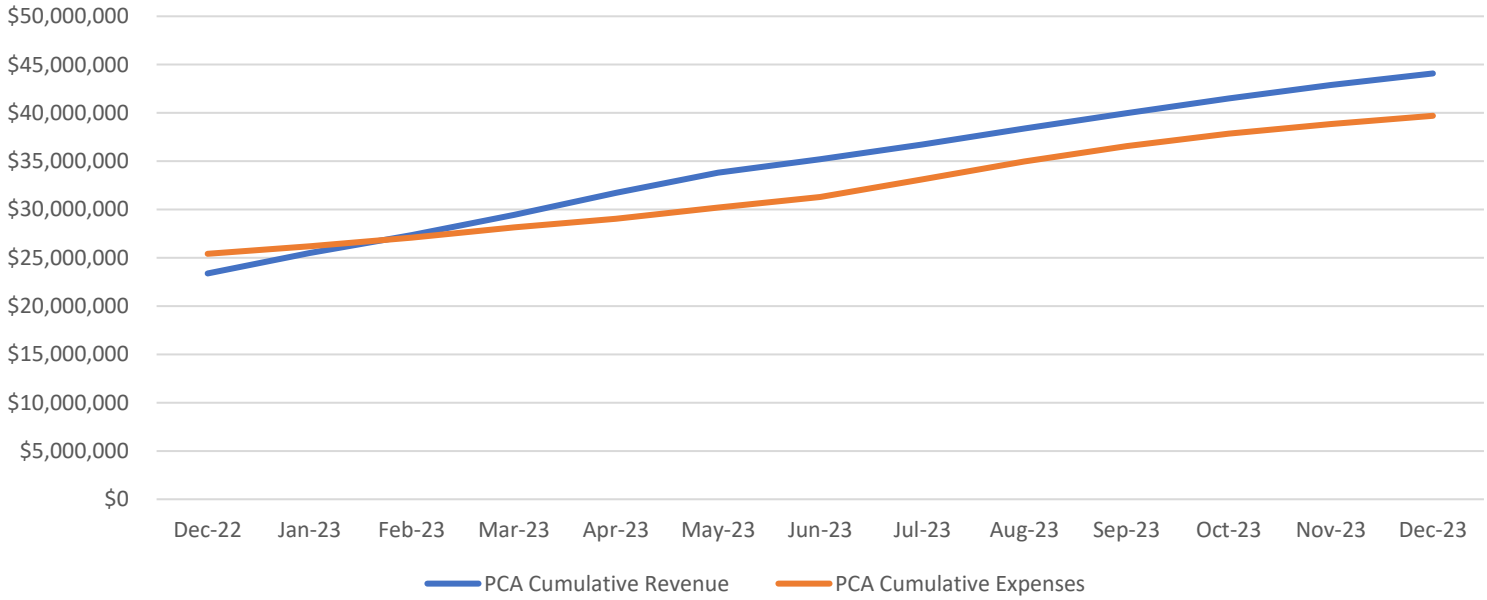
Month	PCA Monthly Revenues	PCA Monthly Expenditures	Difference
Dec-21	\$1,103,969	\$942,601	\$161,368
Jan-22	\$1,194,586	\$1,023,131	\$171,455
Feb-22	\$1,025,360	\$926,824	\$98,536
Mar-22	\$1,119,913	\$1,273,434	(\$153,521)
Apr-22	\$1,347,197	\$1,591,498	(\$244,301)
May-22	\$1,266,715	\$2,310,587	(\$1,043,872)
Jun-22	\$1,758,533	\$2,583,598	(\$825,065)
Jul-22	\$1,959,972	\$3,743,037	(\$1,783,065)
Aug-22	\$2,229,001	\$3,782,608	(\$1,553,607)
Sep-22	\$3,044,528	\$3,315,729	(\$271,201)
Oct-22	\$2,754,939	\$1,656,627	\$1,098,312
Nov-22	\$2,305,698	\$1,313,150	\$992,548
Dec-22	\$2,267,120	\$948,626	\$1,318,494
Jan-23	\$2,123,484	\$786,317	\$1,337,167
Feb-23	\$1,864,011	\$886,202	\$977,809
Mar-23	\$2,074,694	\$1,047,496	\$1,027,198
Apr-23	\$2,295,461	\$908,816	\$1,386,645
May-23	\$2,064,788	\$1,146,676	\$918,112
Jun-23	\$1,398,725	\$1,109,974	\$288,751
Jul-23	\$1,522,057	\$1,817,096	(\$295,039)
Aug-23	\$1,667,765	\$1,843,451	(\$175,686)
Sep-23	\$1,599,657	\$1,592,772	\$6,885
Oct-23	\$1,508,742	\$1,287,593	\$221,149
Nov-23	\$1,374,662	\$998,410	\$376,252
Dec-23	\$1,211,190	\$862,438	\$348,752
TOTALS	\$44,082,767	\$39,698,691	\$4,384,076

PCA Cumulative Revenue	PCA Cumulative Expenses	Monthly MWhs Purchased (PCA ONLY)
\$1,103,969	\$942,601	19,587
\$2,298,555	\$1,965,732	19,302
\$3,323,915	\$2,892,556	15,861
\$4,443,828	\$4,165,990	21,660
\$5,791,025	\$5,757,488	22,861
\$7,057,740	\$8,068,075	29,099
\$8,816,273	\$10,651,673	31,937
\$10,776,245	\$14,394,710	37,470
\$13,005,246	\$18,177,318	38,288
\$16,049,774	\$21,493,047	38,962
\$18,804,713	\$23,149,674	27,425
\$21,110,411	\$24,462,824	24,219
\$23,377,531	\$25,411,450	18,541
\$25,501,015	\$26,197,767	16,911
\$27,365,026	\$27,083,969	21,664
\$29,439,720	\$28,131,465	27,129
\$31,735,181	\$29,040,281	24,704
\$33,799,969	\$30,186,957	28,376
\$35,198,694	\$31,296,931	31,029
\$36,720,751	\$33,114,027	37,905
\$38,388,517	\$34,957,478	38,244
\$39,988,173	\$36,550,250	32,234
\$41,496,915	\$37,837,843	27,899
\$42,871,577	\$38,836,253	21,796
\$44,082,767	\$39,698,691	19,495

Monthly PCA Expenses (red) and Revenues (blue) Dec '22 - Dec '23

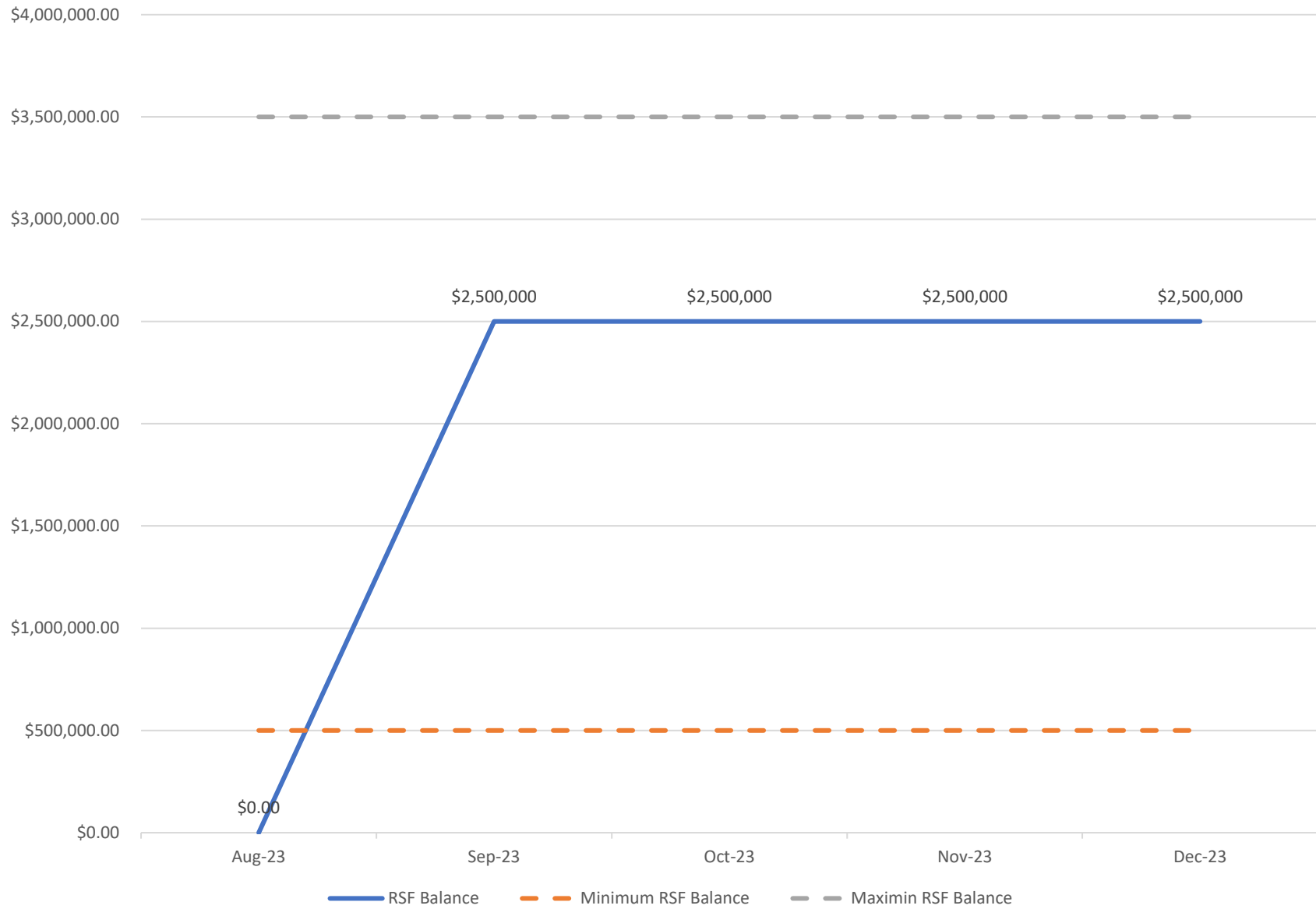


Cumulative PCA Expenses (red) and Revenues (blue), Dec '22 - Nov '23

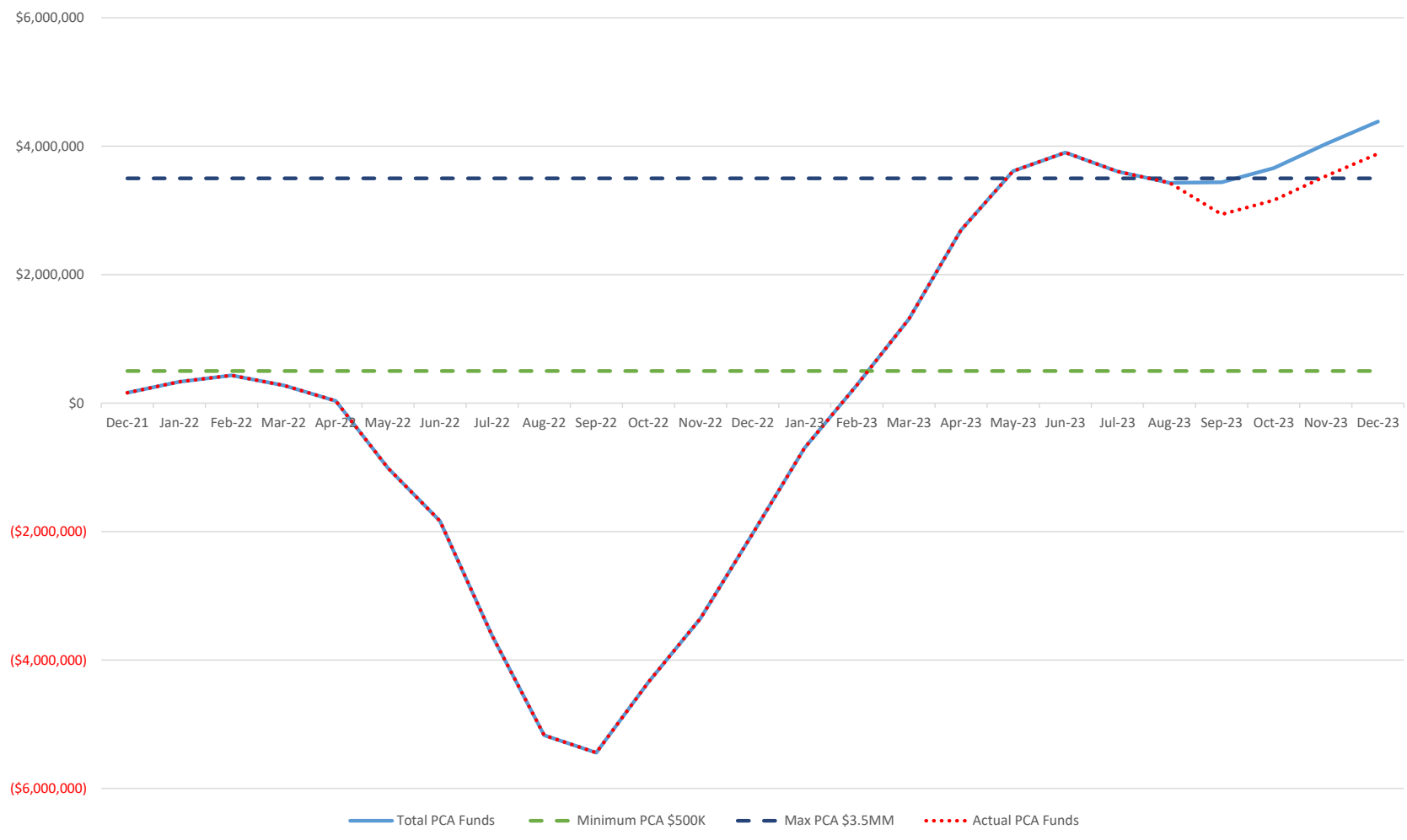


		Actual Invoices					
Month	PCA Revenues	OUC	Stanton Energy	FPL Transmission	Power Plant Gas	Total PCA Expenditures	Difference
PCA balance after creation of Rate Stabilization Fund and Storm Fund ----->>>>							\$431,039
Sep-23	\$1,599,657	\$1,105,761	\$193,712	\$293,299	\$0	\$1,592,772	\$6,885
Oct-23	\$1,508,742	\$960,029	\$82,049	\$245,514	\$0	\$1,287,593	\$221,149
Nov-23	\$1,374,662	\$671,450	\$111,685	\$215,275	\$0	\$998,410	\$376,253
Dec-23	\$1,211,190	\$548,688	\$107,600	\$206,150	\$0	\$862,438	\$348,752
TOTALS	\$5,694,251	\$3,285,927	\$495,047	\$960,238	\$0	\$4,741,212	\$1,384,078

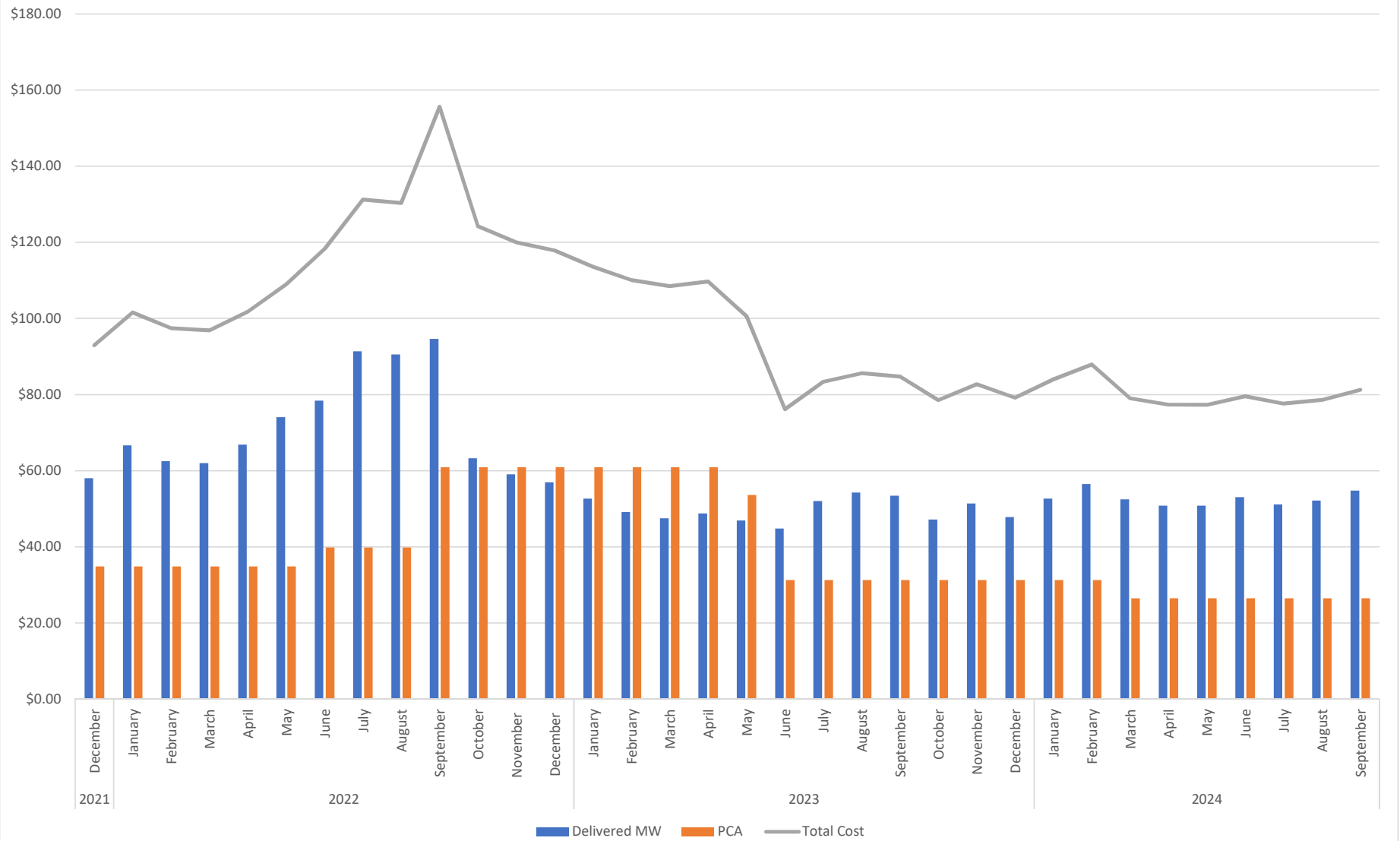
Rate Stabilization Fund Balance as of Dec' 23 - \$2,500,000



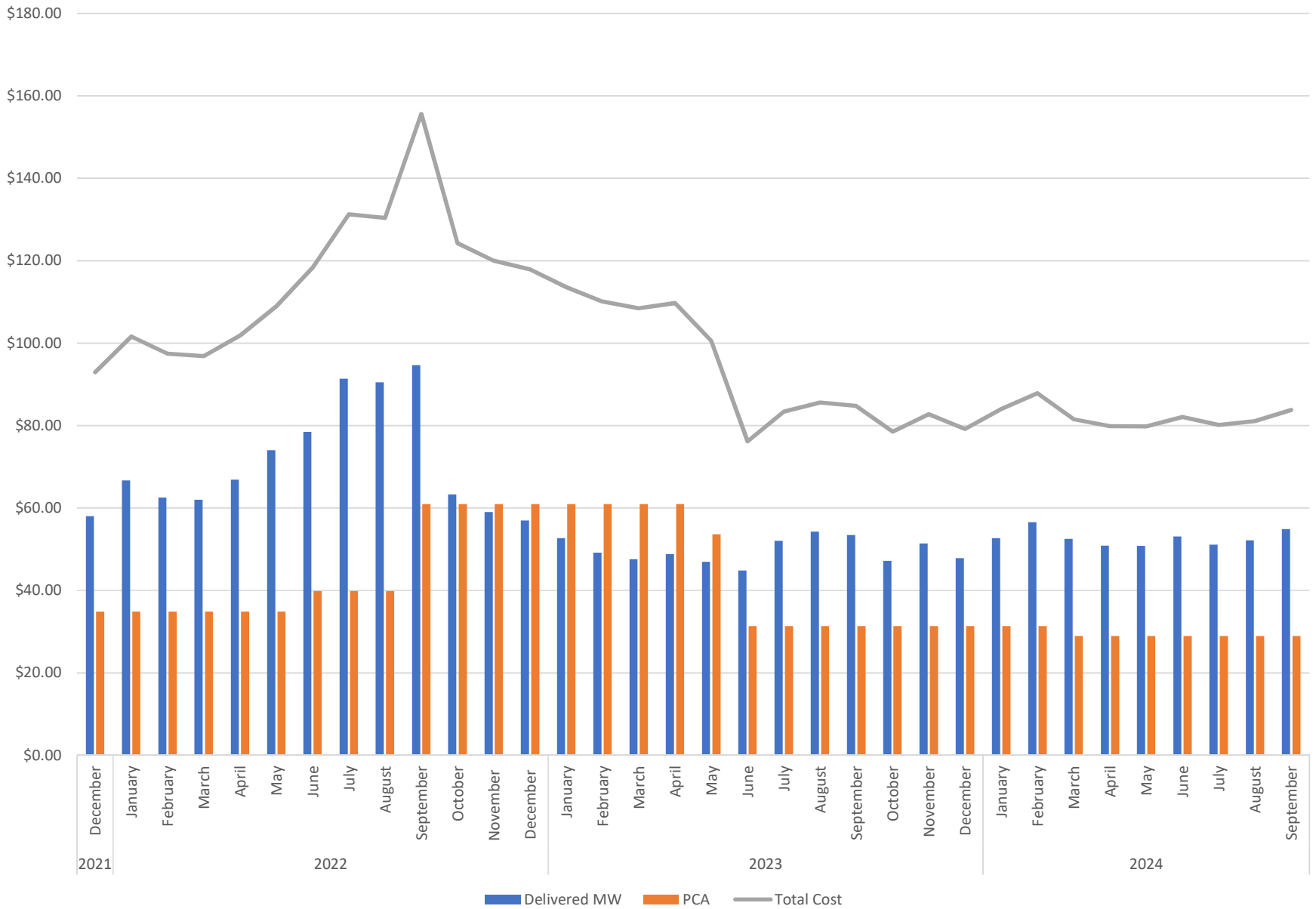
Total PCA Funds as of December 2023 - \$3,884,078 (\$2.5MM in RSF)



LWB Total Customer Cost Per MW Delivered PLUS PCA Cost
 BASE CASE \$6.95 REDUCTION IN PCA PROJECTED THROUGH SEPT 24



LWB Total Customer Cost Per MW Delivered PLUS PCA Cost
 ALTERNATE CASE \$4.46 REDUCTION IN PCA PROJECTED THROUGH SEPT 24



STAFF REPORT UTILITY MEETING

AGENDA DATE: January 30, 2024

DEPARTMENT: Electric Utility

TITLE:

Approval of Agreements with Plan B Solutions, LLC and Reinhausen Manufacturing, Inc. to furnish and install Dissolved Gas Monitors for analysis of the condition of substation power transformers.

SUMMARY:

Approval of agreements for Good and Services with Plan B Solutions, LLC for Three-Gas Monitors and with Reinhausen Manufacturing, Inc. for Five-Gas Monitors have been prepared. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

Analysis of cooling oil in transformer is used detecting the presence of dissolved gases associated with degradation and possible impending failure of a transformer. Early detection of dissolved gases in transformer cooling oil is critical in scheduling maintenance and repair in order to prevent transformer damage and possible catastrophic failure.

The Electric Utility plans to install Dissolved Gas Monitors on all substation power transformers as part of the numerous hardening and reliability improvements to the City's electrical systems for a total cost \$223,750.00 from both Dissolved Gas Monitor providers.

The City issued an Invitation for Bid (IFB#23-117) for qualified providers for Three-Gas monitors and Five-Gas monitors to include commissioning and staff training. Vendor selection is based on a schedule of unit prices included with each contract, to furnish and install Dissolved Gas Monitors. Two providers have been selected as an outcome of the IFB.

Plan B Solutions, LLC. is to provide five (5) Three-Gas Monitors and one (1) Five-Gas Monitor with installation of one monitor and training for a total of \$73,750.00.

Reinhausen Manufacturing, Inc. is to provide six (6) Five-Gas Monitors for a total of \$150,000.00 to include installation of one monitor and training.

MOTION:

Move to approve/disapprove the Goods and Services agreements for dissolved gas monitors with Plan B Solutions, LLC., at a cost not to exceed \$73,750.00 and Reinhausen Manufacturing, Inc. at a cost not to exceed \$150,000.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Plan B Solutions LLC Agreement
Reinhausen Manufacturing Inc. Agreement
Bid Tab

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	\$223,750	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric Utility
Division	Transmission and Distribution
GL Description	Improve other than Build / Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	SH2215
Requested Funds	\$223,750.00
Remaining Balance	\$1,250.00
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	2022 Utility Bond Series

**AGREEMENT FOR GOODS AND SERVICES
(Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformers)**

THIS AGREEMENT FOR GOODS AND SERVICES ("Agreement") is made on 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 **Plan B Solutions, LLC**, a Florida Limited Liability Company with its principal office located at 404 Marshall Street, Safety Harbor, FL 34695 ("CONTRACTOR").

RECITALS

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

WHEREAS, the CITY issued Invitation for Bid #23-127 for supply and delivery of Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformers ("IFB") for the City of Lake Worth Beach Electric Utility, which IFB is incorporated by the reference into this Agreement; and

WHEREAS, the CITY received four (4) timely responses to the IFB; and

WHEREAS, the CONTRACTOR was found to be one of the responsive and responsible bidders and was recommended for the award; and

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

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

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

1. TERM

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

2. SPECIFICATIONS

2.1 The specifications set forth in the IFB details the purchase, installation and training for the Dissolved Gas Analysis ("DGA") Monitors for Three-Phase Power Transformers to be provided to the CITY. The CONTRACTOR's bid specifications, attached hereto as **Exhibit "A"** and incorporated herein, set forth further details for the furnishing of goods and services under this Agreement for the purchase of five (5) Three-Gas DGA Monitors and one (1) Five-Gas DGA Monitor for Three-Phase Power Transformers including installation of one (1) DGA monitor and training for the City's Electric Utility.

2.2 The CONTRACTOR represents to the CITY that all goods and services provided under this Agreement shall be in accordance with accepted and established trade practices and

procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

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

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

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

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

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

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

4. MATERIALS

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

5. FEE AND ORDERING MECHANISM

5.1 The CITY shall utilize a City Purchase Order for the purchase of five (5) Three-Gas DGA Monitors and one (1) Five-Gas DGA Monitor for Three-Phase Power Transformers including installation of one (1) DGA monitor and training under this Agreement; however, the terms and conditions of the City Purchase Order shall not apply.

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

5.3 The CITY's ordering mechanism is a CITY issued Purchase Order; however, the terms and conditions stated in this Agreement and any amendment thereto will apply. CONTRACTOR

shall not exceed amounts expressed herein or in any CITY issued Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year. Except for purchases authorized in a prior fiscal year and fully appropriated and funded, the CITY cannot authorize the purchase of additional goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

6. MAXIMUM COSTS

6.1 The CITY shall compensate the CONTRACTOR in accordance with the CONTRACTOR's bid prices, which are attached hereto and incorporated herein as **Exhibit "A"**. The total cost to be paid by the CITY to the CONTRACTOR for the purchase of five (5) Three-Gas DGA Monitors and one (1) Five-Gas DGA Monitor for Three-Phase Power Transformers including installation of one (1) DGA monitor and training shall not exceed **Seventy-Three Thousand Seven-Hundred Fifty Dollars (\$73,750)**.

7. INVOICE

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

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

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

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

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

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

12. DEFAULTS, TERMINATION OF AGREEMENT

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

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

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

13. INSURANCE

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

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

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

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

14. WAIVER OF BREACH

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

15. INDEMNITY

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

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

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

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

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

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may be executed electronically and such electronic signature shall be treated as an original signature of the party executing this Agreement electronically.

17. ASSIGNMENT

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

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

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF TRIAL BY JURY

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

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

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

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

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (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

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

PLAN B SOLUTIONS, LLC
Attn: Steven Baker, Managing Director
404 Marshall Street
Safety Harbor, FL 34695

23. SEVERABILITY

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

24. DELAYS AND FORCES OF NATURE

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

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

25. COUNTERPARTS

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

26. PUBLIC ENTITY CRIMES

26.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit

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

27. PREPARATION

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

28. PALM BEACH COUNTY INSPECTOR GENERAL

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

29. ENFORCEMENT COSTS

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

30. PUBLIC RECORDS

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

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

and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

31. COPYRIGHTS AND/OR PATENT RIGHTS

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

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

33. FEDERAL AND STATE TAX

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

34. PROTECTION OF PROPERTY

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

35. DAMAGE TO PERSONS OR PROPERTY

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

36. WARRANTY

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

37. SCRUTINIZED COMPANIES

37.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

37.2 If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or 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.

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

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

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

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

38. E-VERIFY

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

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

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

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

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

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

38.6 Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded 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.

39. SURVIVABILITY

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformers) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: PLAN B SOLUTIONS, LLC.

By: _____
[Signature]

[Corporate Seal]

Print Name: STEVE BAKER

Title: MANAGING DIRECTOR

STATE OF FLORIDA)
COUNTY OF PINELLAS)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 30 day of NOVEMBER 2023, by STEVE BAKER, as the MANAGING DIRECTOR [title] of Plan B Solutions, LLC, a Florida Limited Liability Company, who is personally known to me or who has produced FL DRIVER LICENSE 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.

[Signature]
Notary Public Signature


Notary Seal:  Scott Towson
Notary Public
State of Florida
My Commission Expires 05/24/2024
Commission No. GG 963923

Exhibit "A"

Contractor's Schedule of Unit Prices (2 page)

(B4)

IFB#23-127 Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformers

SCHEDULE OF UNIT PRICES


In order to evaluate the total Bid amount, each Bidder must identify the unit prices for the materials set forth in the Specifications. City does not guarantee a minimum order and City intends to purchase these items on as needed basis during the contract duration. Prices shall be delivered FOB destination, City of Lake Worth Beach Electric Utility, freight allowed and prepaid. The Bidder shall maintain fixed pricing for the initial period of the contract. The City will not accept bids that have no shipping prices included in their unit price.

Unit Pricing

Item Description	Unit Price:
DGA Monitor for Three-Gas requirement delivered FOB destination	\$ 9,000
Delivery in weeks:	24 weeks
Units Available:	30
	Unit Price:
DGA Monitor for Five Gas requirement delivered FOB destination	\$ 25,500
Delivery in weeks:	24 weeks
Units Available:	21

Warranty: 18 months warranty from the date of shipment against poor or inferior quality or workmanship

Failure to supply Manufacturer's Data Sheet may result in rejection of the Bid.

Name of Bidder: Plan B Solutions, LLC
 Address: 404 Marshall Street City: Safety Harbor ST: FL Zip: 34695
 Phone: (727) 460-0349 Email: steve.baker@plan-b-solutions.com
 Print Name: Steven Baker Title: Managing Director
 SIGNATURE:  Date: 10/09/23

(B4)

IFB#23-127 Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformers

SCHEDULE OF ADDITIONAL PRICES

Additional Pricing to be provided below:

Note: Additional pricing will not be taken into consideration when determining the winning bidder. The City reserves the right to award any or none of the below listed pricing and negotiate below listed prices.

Installation/Total Cost of Technician Services for installation of one unit

Cost of installation for 1 unit - \$ 2,000
Cost of training - \$ 1,250
Total cost of installation and training - \$ 3,250

Training Cost and details:

The training involves installation, operation, coordination using MOEFIRENF protocol instructions.

**AGREEMENT FOR GOODS AND SERVICES
(Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformers)**

THIS AGREEMENT FOR GOODS AND SERVICES (“Agreement”) is made on 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 **Reinhausen Manufacturing, Inc.**, a Foreign Corporation registered to do business in the State of Florida with its principal office located at 2549 N. 9th Ave, Humboldt, TN 38343 (“CONTRACTOR”).

RECITALS

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

WHEREAS, the CITY issued Invitation for Bid #23-127 for supply and delivery of Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformers (“IFB”) for City of Lake Worth Beach Electric Utility, which IFB is incorporated by the reference into this Agreement; and

WHEREAS, the CITY received Four (4) timely response to the IFB; and

WHEREAS, the CONTRACTOR was found to be one of the responsive and responsible bidders and was recommended for the award; and

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

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

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

1. TERM

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

2. SPECIFICATIONS

2.1 The specifications set forth in the IFB details the purchase, installation and training for the Dissolved Gas Analysis (“DGA”) Monitors for Three-Phase Power Transformers to be provided to the CITY. The CONTRACTOR’s bid specifications, attached hereto as Exhibit “A” and incorporated herein, set forth further details for the furnishing of goods and services under this Agreement for the purchase of six (6) Five-Gas DGA Monitor for Three-Phase Power Transformers including installation of one (1) DGA monitor and training for the City’s Electric Utility.

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

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

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

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

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

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

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

4. MATERIALS

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

5. FEE AND ORDERING MECHANISM

5.1 The CITY shall utilize a City Purchase Order for the purchase of six (6) Five-Gas DGA Monitor for Three-Phase Power Transformers including installation of one (1) DGA monitor and training under this Agreement; however, the terms and conditions of the City Purchase Order shall not apply.

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

5.3 The CITY's ordering mechanism is a CITY issued Purchase Order; however, the terms and conditions stated in this Agreement and any amendment thereto will apply. CONTRACTOR shall not exceed amounts expressed herein or in any CITY issued Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year. Except for purchases authorized in a prior fiscal year and fully appropriated and funded, the CITY cannot authorize the purchase of additional goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

6. MAXIMUM COSTS

6.1 The CITY shall compensate the CONTRACTOR in accordance with the CONTRACTOR's bid prices, which are attached hereto and incorporated herein as Exhibit "A". The total cost to be paid by the CITY to the CONTRACTOR for the purchase of six (6) Five-Gas DGA Monitors for Three-Phase Power Transformers including installation of one (1) DGA monitor and training shall not exceed One Hundred Fifty Thousand Dollars (\$150,000).

7. INVOICE

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

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

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

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

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

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

12. DEFAULTS, TERMINATION OF AGREEMENT

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

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

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

13. INSURANCE

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

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

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

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

14. WAIVER OF BREACH

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

15. INDEMNITY

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

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

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

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

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

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may be executed electronically and such electronic signature shall be treated as an original signature of the party executing this Agreement electronically.

17. ASSIGNMENT

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

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

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF TRIAL BY JURY

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

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

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

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

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (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

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

Reinhausen Manufacturing, Inc.
Attn: Jarrad Weiss, ASM
2549 N. 9TH Ave.
Humboldt, TN 38343

23. SEVERABILITY

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

24. DELAYS AND FORCES OF NATURE

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

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

25. COUNTERPARTS

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

26. PUBLIC ENTITY CRIMES

26.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit

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

27. PREPARATION

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

28. PALM BEACH COUNTY INSPECTOR GENERAL

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

29. ENFORCEMENT COSTS

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

30. PUBLIC RECORDS

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

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

and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

31. COPYRIGHTS AND/OR PATENT RIGHTS

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

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

33. FEDERAL AND STATE TAX

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

34. PROTECTION OF PROPERTY

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

35. DAMAGE TO PERSONS OR PROPERTY

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

36. WARRANTY

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

37. SCRUTINIZED COMPANIES

37.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

37.2 If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or 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.

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

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

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

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

38. E-VERIFY

Pursuant to Section 448.095(2), CONTRACTOR shall:

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

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

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

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

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

38.6 Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded 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.

39. SURVIVABILITY

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services for Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformers on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **REINHAUSEN MANUFACTURING, INC.**

By: _____

[Corporate Seal]

Print Name: Jarrad Weiss

Title: ASM

STATE OF Georgia
COUNTY OF Effingham

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 17 day of November 2023, by Jarrad Weiss, as the ASM [title] of Reinhausen Manufacturing, Inc., a Corporation, who is personally known to me or who has produced Georgia Drivers License 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.

Lori Anne Mastronardi
Notary Public Signature

Notary Seal:

LORIANNE MASTRONARDI
NOTARY PUBLIC
Bryan County
State of Georgia
My Commission Expires:
01/26/2027

~~Restrictive Endorsement. By endorsing this check, the payee warrants that Georgia Heritage Federal Credit Union appears as a Security Interest Holder on the application for Georgia Certificate of title for:~~

~~Year Make VIN~~

Exhibit "A"

Contractor's Schedule of Unit Prices (2 page)

(B4)

IFB#23-127 Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformers

SCHEDULE OF UNIT PRICES

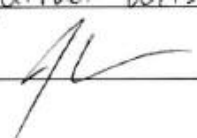
In order to evaluate the total bid amount, each Bidder must identify the unit prices for the materials set forth in the Specifications. City does not guarantee a minimum order and City intends to purchase these items on as needed basis during the contract duration. **Prices shall be delivered FOB destination, City of Lake Worth Beach Electric Utility, freight allowed and pre-paid.** The Bidder shall maintain fixed pricing for the initial period of the contract. The City will not accept bids that have no shipping prices included in their unit price.

Unit Pricing

Item Description	Unit Price:
DGA Monitor for Three-Gas requirement delivered FOB destination	\$12,500
Delivery in weeks:	30
Units Available:	6
Item Description	Unit Price:
DGA Monitor for Five-Gas requirement delivered FOB destination	\$25,000
Delivery in weeks:	30
Units Available:	6

Warranty: _____

Failure to supply Manufacturer's Data Sheet may result in rejection of the Bid.

Name of Bidder: Reinhausen Manufacturing
 Address: 2549 N. 9th Ave. City: Humboldt ST TN Zip 38343
 Phone: (731) 618-9267 Email: j.weiss@us.reinhausen.com
 Print Name: Jarrod Weiss Title: ASM
 SIGNATURE:  Date: 10/10/23

(B4)

IFB#23-127 Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformers

SCHEDULE OF ADDITIONAL PRICES

Additional Pricing to be provided below:

Note: Additional pricing will not be taken into consideration when determining the winning bidder. The City reserves the right to award any or none of the below listed pricing and negotiate below listed prices.

Installation/Total Cost of Technician Services for installation of one unit:

Will give free install on 1st unit if needed.

Training Cost and details:

Will train first unit for free and offer unlimited support



City of Lake Worth Beach

IFB#23-127 Dissolved Gas Analysis (DGA) Monitors for Three-Phase Power Transformers

Bid Tab

	Plan B Solutions, LLC	Reinhausen Manufacturing	Hitachi Energy Inc/TRES	MP Predictive Technologies, Inc.
Description	Unit Price	Unit Price	Unit Price	Unit Price
DGA Monitor for Three-Gas requirement delivered FOB destination:	\$9,000.00	\$12,500.00	\$9,700.00	\$41,346.50
Delivery in Weeks:	24	30	6-8	4-6
Units Available:	30	6	12 or more	made to order
DGA Monitor for Five-Gas requirement delivered FOB destination:	\$25,500.00	\$25,000.00	\$47,900.00	\$54,650.70
Delivery in Weeks:	24	30	16-18	4-6
Units Available:	21	6	12 or more	made to order
Warranty:	18 months	did not indicate on form	12/18 see letter	60 months
Bid Cover Sheet (B1)	Submitted	Submitted	Submitted	Submitted
Bidder's Minimum Qualifications (B2)	Submitted	Submitted	Submitted	Submitted
Bid (B3)	Submitted	Submitted	Submitted	Submitted
Schedule of Unit Prices and Delivery Details (B4)	Submitted	Submitted	Submitted	Submitted
Substitution Sheet (B5)	Submitted	Submitted	Submitted	Submitted
Manufacturer Verification Form (B6)	Submitted	Submitted	not completed	Submitted
Reference List (B7)	Submitted	Submitted	Submitted	Submitted
Non-Collusion Affidavit (B8)	Submitted	Submitted	Submitted	Submitted
Drug Free Certification (B9)	Submitted	Submitted	Submitted	Submitted
Campaign Contribution Statement (B10)	Submitted	Submitted	Submitted	Submitted
Scrutinized Companies Certification (B11)	Submitted	Submitted	Submitted	Submitted
Veteran Owned Enterprise, Small Business and/or Local Preference (B12)	N/A	n/a	n/a	N/A
Manufacturer Data Sheets	Submitted	Submitted	Submitted	Submitted
Installation and Training details:	Total cost of installation of 1 unit and training: \$3,250	Installation and training at no charge	Total cost of installation of 1 unit and training: \$9,250	Installation and Training: \$5000/per 8 hour day for each
Comments:	Award with purchase of (5) Three-gas monitors and (1) Five-gas monitor.	Award with purchase of (6) Five-gas monitors.	Included T&C's - Conditional Bid - Hitachi general terms and conditions of sale apply.	Highest unit price for both monitors.
Compliance:	Compliant	Compliant	Non compliant	Compliant

STAFF REPORT UTILITY MEETING

AGENDA DATE: January 30, 2024

DEPARTMENT: Electric Utility

TITLE:

Approval of contract with Meyer Utility Structures, LLC to provide Spun Concrete Transmission Poles for new transmission line installations for the Electric Utility System Hardening and Reliability Improvement Program.

SUMMARY:

The Agreement authorizes Meyer Utility Structures, LLC to furnish 5 specified concrete utility transmission poles for the construction of the 138 kV transmission line to the Canal substation at a cost not to exceed \$96,397.00.

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB 24-100) seeking bids from qualified companies to provide Spun Concrete Transmission Poles from qualified materials providers to comply with engineering drawings provided. The engineering drawings specified spun concrete utility transmission pole applications to determine unit transmission pole prices.

Three (3) spun concrete pole respondents provided unit pricing. Additionally, Meyer Utility Structures, LLC is a manufacturer of spun concrete poles and has provided the best unit prices for each specified transmission pole type.

Based on the results of the solicitation and the thorough review of the proposals of the respondents, it has been determined that Meyer Utility Structures, LLC is the best value to the City and is being recommended for award of the solicitation at a cost not to exceed \$96,397.00 to provide 5 specified spun concrete transmission poles for the new 138 kV transmission line to the Canal substation.

MOTION:

Move to approve/disapprove the Agreement with Meyer Utility Structures, LLC, to provide spun concrete utility poles at a cost not to exceed \$96,397.00 for the Electric Utility System Hardening and Reliability Improvement Project.

ATTACHMENT(S):

Fiscal Impact Analysis
Bid Tab
Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	\$96,397.00	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric Utility
Division	Transmission and Distribution
GL Description	Improve other than Build / Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	SH2113
Requested Funds	\$96,397.00
Remaining Balance	\$347,952.05
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Utility BOND 2020 Series

**AGREEMENT FOR GOODS AND SERVICES
(Spun Concrete Transmission Poles)**

THIS AGREEMENT FOR GOODS AND SERVICES (“Agreement”) is made on _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation (“CITY”) with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Meyer Utility Structures, LLC**, a Delaware Limited Liability Company authorized to do business in the State of Florida with its principal address at 500 N. Akard Street, Ste 400, Dallas, TX 75201 (“CONTRACTOR”).

RECITALS

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

WHEREAS, the CITY issued Invitation for Bid #24-100 for the purchase of Spun Concrete Transmission Poles (“IFB”) for the City of Lake Worth Beach Electric Utility, which IFB is incorporated by the reference into this Agreement; and

WHEREAS, the CITY received three (3) timely responses to the IFB; and

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

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

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

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

1. TERM

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

2. SPECIFICATIONS

2.1 The specifications set forth in the IFB detail the purchase of the Spun Concrete Transmission Poles to be provided to the CITY. The CONTRACTOR’s bid specifications, not attached hereto but incorporated by the reference, set forth further details for the furnishing of goods and services under this Agreement for the purchase of the Spun Concrete Transmission Poles for the City’s Electric Utility.

2.2 The CONTRACTOR represents to the CITY that all goods and services provided under this Agreement shall be in accordance with accepted and established trade practices and

procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

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

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

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

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

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

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

4. MATERIALS

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

5. FEE AND ORDERING MECHANISM

5.1 The CITY shall utilize a City Purchase Order for the purchase of the Spun Concrete Transmission Poles under this Agreement; however, the terms and conditions of the City Purchase Order shall not apply.

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

5.3 The CITY's ordering mechanism is a CITY issued Purchase Order; however, the terms and conditions stated in this Agreement and any amendment thereto will apply. CONTRACTOR shall not exceed amounts expressed herein or in any CITY issued Purchase Order. The CITY's

Fiscal Year ends on September 30th of each calendar year. Except for purchases authorized in a prior fiscal year and fully appropriated and funded, the CITY cannot authorize the purchase of additional goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

6. MAXIMUM COSTS

6.1 The CITY shall compensate the CONTRACTOR in accordance with the CONTRACTOR's bid prices, which are attached hereto and incorporated herein as **Exhibit "A"**. The total cost to be paid by the CITY to the CONTRACTOR for the purchase of Spun Concrete Transmission Poles shall not exceed Ninety-Six Thousand Three Hundred Ninety-Seven Dollars (\$96,397)

7. INVOICE

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

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

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

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

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the specifications or goods and services to be provided or perform any additional work or provide any additional materials under this Agreement without first obtaining written authorization from the CITY for such additional services

or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

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

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

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

13. INSURANCE

13.1. Prior to commencing any work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure

to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributing basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

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

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

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

14. WAIVER OF BREACH

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

15. INDEMNITY

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

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

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

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

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

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may be executed electronically and such electronic signature shall be treated as an original signature of the party executing this Agreement electronically.

17. ASSIGNMENT

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

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

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF TRIAL BY JURY

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

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

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

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

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (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/Purchasing Division
7 North Dixie Highway
Lake Worth Beach, Florida 33460

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

Meyer Utility Structures, LLC
Attn: Hal Fonville, Vice President
500 N. Akard Street, Ste 400
Dallas, TX 75201

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions

hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

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

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

25. COUNTERPARTS

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

26. PUBLIC ENTITY CRIMES

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

TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

27. PREPARATION

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

28. PALM BEACH COUNTY INSPECTOR GENERAL

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

29. ENFORCEMENT COSTS

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

30. PUBLIC RECORDS

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

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

31. COPYRIGHTS AND/OR PATENT RIGHTS

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

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

33. FEDERAL AND STATE TAX

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

34. PROTECTION OF PROPERTY

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

35. DAMAGE TO PERSONS OR PROPERTY

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

36. WARRANTY

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

37. SCRUTINIZED COMPANIES

37.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

37.2 If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or 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.

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

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

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

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

38. E-VERIFY

Pursuant to Section 448.095, Florida Statutes, the CONTRACTOR shall:

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

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

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

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

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

38.6 Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded 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.

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.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Spun Concrete Transmission Poles) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director



CONTRACTOR:

MEYER UTILITY STRUCTURES, LLC

By: _____
[Signature]

Print Name: Hal Fonville

Title: Vice President

STATE OF TENNESSEE)
COUNTY OF SHELBY)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 19th day of December 2023, by Hal Fonville, as the Vice President [title] of **Meyer Utility Structures, LLC**, a Delaware Limited Liability Company 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.

[Signature]

Notary Public Signature

Notary Seal:



Exhibit "A"
Contractor's Schedule of Unit Prices (1 page)

(B4)

IFB#24-100 Spun Concrete Transmission Poles

SCHEDULE OF UNIT PRICES

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

Unit Pricing

Item #	Structure #	Drawing	Quantity	Unit Price	Total Offer
1	3/7	CTS-138-STR-018-0	1	\$ 22,430	\$ 22,430
2	3/8	CTS-138-STR-019-0	2	\$ 19,442	\$ 38,884
3	3/9	CTS-138-STR-020-0	1	\$ 19,358	\$ 19,358
4	3/10	CTS-138-STR-021-0	1	\$ 15,725	\$ 15,725
Total Bid:					\$ 96,397

Delivery Item #1: 70 _____ calendar days

Delivery Item #2: 70 _____ calendar days

Delivery Item #3: 70 _____ calendar days

Delivery Item #4: 70 _____ calendar days

The City intend to award the Contract in end of January 2024. The will allow maximum delivery time to May 2024. The City reserves the right to reject any bid that does not meet this timeline.

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

Name of Bidder: Meyer Utility Structures, LLC

Address: 15208 Brady Rd. Ext. City: Bay Minette ST: AL Zip: 36507

Phone: (251) 937-1540 Email: keegan.homan@arcosa.com

Print Name: Hal Fonville Title: Vice President

SIGNATURE:  Date: 12/6/23



City of Lake Worth Beach

BID TABULATION - IFB #24-100 Spun Concrete Transmission Polese

				MEYER UTILITY STRUCTURES, LLC			MICHELS POWER, INC.			VALMONT NEWMARK		
ITEM #	STRUCTURE #	DRAWING	QTY	DELIVERY (Calendar Days)	UNIT PRICE	TOTAL OFFER	DELIVERY (Calendar Days)	UNIT PRICE	TOTAL OFFER	DELIVERY (Calendar Days)	UNIT PRICE	TOTAL OFFER
1	3/7	CTS-138-STR-018-0	1	70	\$22,430.00	\$22,430.00	84	\$52,834.63	\$52,834.63	126	\$31,097.00	\$31,097.00
2	3/8	CTS-138-STR-019-0	2	70	\$19,442.00	\$38,884.00	84	\$38,776.32	\$77,552.64	126	\$28,212.00	\$56,424.00
3	3/9	CTS-138-STR-020-0	1	70	\$19,358.00	\$19,358.00	84	\$41,411.84	\$41,411.84	126	\$29,799.00	\$29,799.00
4	3/10	CTS-138-STR-021-0	1	70	\$15,725.00	\$15,725.00	84	\$35,622.40	\$35,622.40	126	\$25,545.00	\$25,545.00
TOTAL BID:					\$96,397.00			\$207,421.51			\$142,865.00	
Bid Package Cover Sheet (B1)				Completed			Completed			Incomplete		
Minimum Qualifications (B2)				Completed			Completed			Incomplete		
Bid (B3)				Completed			Completed			Completed		
Schedule of Unit Prices & Delivery (B4)				Completed			Completed			Completed		
Substitution Sheet (B5)				Completed - N/A			Completed - None			Completed - None		
Manufacturer Verification Form (B6)				Completed			Completed			Completed		
Reference List (B7)				Completed			Completed			Completed		
Affidavit Of Prime Bidder re Non-collusion (B8)				Completed			Completed			Not completed		
Drug Free Certification (B9)				Completed			Completed			Completed		
Campaign Contribution Statement (B10)				Completed			Completed			Completed		
Scrutinized Companies Certification (B11)				Completed			Completed			Not completed		
Veteran Business Enterprise, Small Business and/or Local Business Preference Form (B12)				Completed			Completed			Not completed		
Addendum Acknowledgment				Yes			Yes			Yes		
Manufacturer Data Sheet/Technical Specs/Drawings				Yes (Vendor is manufacturer)			Yes - Clarification letter provided			Not included		
Compliance				Compliant			Compliant			Non-Compliant		

STAFF REPORT UTILITY MEETING

AGENDA DATE: January 30, 2024

DEPARTMENT: Electric Utility

TITLE:

Schweitzer Engineering Laboratories, Inc.'s Blueframe Software Contract Proposal to manage the EU's devices on the Operational Technology (OT) network

SUMMARY:

Approval of the Schweitzer Engineering Laboratories, Inc.'s (SEL) Blueframe Software Contract Proposal with standard City addendum to license the Blueframe Operating System software for the Electric Utility Device Management Applications.

BACKGROUND AND JUSTIFICATION:

SEL is the sole source provider of the Blueframe Operating System software to provide automated monitoring of the electric distribution system and variances in device settings. The Electric Utility is requesting approval to purchase the SEL Blueframe Operating System software license at a total value of \$60,750.00.

The Electric Utility has existing SEL software licenses for which this additional Blueframe platform is to receive a credit of \$11,840.00. The financial impact to the City for the Blueframe Software is \$48,910.00

The Blueframe application platform is a secure and versatile system designed specifically for managing applications in an isolated (OT) network. Blueframe license manages up to a device limit of 225 devices to provide Data Management and Automation (DMA) Disturbance Monitoring, Configuration Monitoring, Custom Monitoring and Credential Management.

The platform employs a secure operating system to prevent unauthorized access and attacks, ensuring the reliability and safety of the network. Users can monitor the security of the Blueframe system, quickly identifying any changes or interactions that may impact security. Additionally, Blueframe supports the management of connections, allowing resources to have defined connections used by applications throughout the isolated OT network.

The Electric Utility is requesting authorization for the sole source procurement of the SEL's Blueframe Software contract proposal with the City's standard addendum under the City's Procurement Code, Section 2-112.

MOTION:

Move to approve/disapprove Schweitzer Engineering Laboratories, Inc.'s Blueframe Operating System software contract with City's standard addendum at a cost not to exceed \$48,910.00.

ATTACHMENT(S):

Fiscal Impact Analysis

Sole Source Letter

City Standard Addendum with Blueframe Software Contract

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	\$48,910.00	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric Utility
Division	Transmission and Distribution
GL Description	Improve other than Build / Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	SH2113
Requested Funds	\$48,910.00
Remaining Balance	\$444,349.05
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Utility Bond 2020 Series

**CITY OF LAKE WORTH BEACH STANDARD ADDENDUM
(Blueframe Software Contract Proposal)**

This Addendum is made as of the December 4, 2023, by and between the **City of Lake Worth Beach**, located at 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a Florida Municipal Corporation (“City”) and **Schweitzer Engineering Laboratories, Inc.**, a large corporation registered to do business in the State of Florida, located at 2350 NE Hopkins Court, Pullman WA 99163 (hereafter identified as “Vendor”).

In consideration of the mutual promises contained in this Addendum and contained within the Vendor’s Blueframe Software Contract Proposal (inclusive of Exhibits “A” and “B”), which is attached hereto as **Exhibit “1”** (with this Addendum and the Vendor’s Blueframe Software Contract Proposal hereafter jointly referred to as the “Contract Documents”), the City and Vendor agree as follows:

SECTION 1 – LIABILITY

1.1 Without waiving any rights to sovereign immunity, and subject to the limitations of and to the extent permitted by Section 768.28, Florida Statutes, as amended from time to time, City agrees to be responsible for its employees negligent acts or omissions arising out of or related to the Contract Documents. Nothing contained in this provision or in any of the Contract Documents 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. The City shall not be required to indemnify Vendor under the Contract Documents. The Vendor shall be responsible for the negligent acts or omissions of its employees arising out of or related to the Contract Documents.

1.2 Vendor shall defend all claims brought against City or its officers, agents, or employees (collectively “Indemnitees”) by a third party (collectively “Third-Party Claims”) and indemnify and hold Indemnitees harmless for all actual and substantiated losses, damages, judgments, costs, expenses, and fees (including reasonable attorney fees) (collectively “Damages”) resulting from Third-Party Claims.

**SECTION 2 – CONTROLLING LAW; VENUE; REMEDIES; ENFORCEMENT COSTS;
JURY TRIAL WAIVER**

2.1 The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action, including mediation, necessary to enforce the Contract Documents will be held exclusively in Palm Beach County, Florida. Disputes related to or arising out of the Contract Documents shall not be subject to binding or non-binding arbitration. Nothing in the Contract Documents shall be construed as a waiver of the City’s right to venue for all disputes in Palm Beach County, Florida.

2.2 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. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents. This provision shall supersede and specifically replace all other conflicting provisions in the Contract Documents.

SECTION 3 - AUTHORITY TO PRACTICE

3.1 Vendor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in conformance with all applicable laws. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 4 - SURVIVABILITY; SEVERABILITY; PREPARATION; WAIVER

4.1 Any provision of the Contract Documents which is of a continuing nature or imposes an obligation which extends beyond the term of the Contract Documents shall survive its expiration or earlier termination. If any term or provision of the Contract Documents, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision shall be deemed valid and enforceable to the extent permitted by law. The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 5 - PUBLIC ENTITY CRIMES, E-VERIFY, AND SCRUTINIZED COMPANIES

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

5.2 If applicable to the Vendor, pursuant to Section 448.095(5), Florida Statutes, the Vendor, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor and the subcontractor.

5.3 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Vendor certifies that it is not participating in a boycott of Israel. The City and Vendor agree that the City will have the right to terminate the Contract Documents if Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

SECTION 6 - ENTIRETY OF CONTRACTUAL AGREEMENT AND CONTROLLING PROVISIONS

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

6.2 The contract between the parties consists of this Addendum and the remaining Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 7 – TAXES

7.1 The City is exempt from payment of Florida State Sales and Use Tax. Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the City, nor is Vendor authorized to use the City's Tax Exemption Number in securing such materials. Vendor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to the Contract Documents.

SECTION 8 –PALM BEACH COUNTY IG

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

SECTION 9 – INDEPENDENT CONTRACTOR

9.1 Vendor is, and shall be, in the performance of all services under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the services performed pursuant to the Contract Documents shall at all times, and in all places, be an employee of Vendor and shall have no claim under the Contract Documents for compensation of any kind from the City under the Contract Documents or otherwise. Vendor shall be solely responsible for any and all compensation or payment to all persons engaged in any services performed pursuant to the Contract Documents on behalf of Vendor including, but not limited to, all wages, benefits and payroll taxes.

SECTION 10 – PUBLIC RECORDS LAW

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

- a. Keep and maintain public records required by the City to perform the services.
- b. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Documents following completion of the Contract Documents if the Vendor does not transfer the records to the City.
- d. Upon completion of the Contract Documents, transfer, at no cost, to the City all public records in possession of Vendor or keep and maintain public records required by the City to perform the service. If Vendor transfers all public records to the City upon completion of the Contract Documents, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract Documents, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

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

SECTION 11 – INFRINGEMENT INDEMNITY

11.1 Vendor 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 work, services, software, repair, materials or other deliverables ("deliverables" hereafter) provided by Vendor under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. Vendor 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) Vendor is promptly notified in writing of such claim or suit, (ii) Vendor will have the sole control of the defense and settlement thereof, and (iii) City furnishes Vendor, on reasonable request, information available to City for such defense. The City will not admit any such claim without prior consent of Vendor.

a. In the event of a claim of infringement, Vendor shall, at its option:

1. procure for City the right to continue using the deliverables provided under the Contract Documents; 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, Vendor will refund to City the fee actually paid by City under the Contract Documents (as amortized on a straight-line basis over the time in which the City was able to use the deliverables).

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

c. Vendor 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 the Contract Documents.

d. Vendor's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon Vendor whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

SECTION 12 – BUDGET AND APPROPRIATION

12.1 Vendor acknowledges and agrees that the City is a municipal corporation and political subdivision of the state of Florida, and as such, the Contract Documents are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated therewith in any fiscal year of the City. Based upon the timeframes set forth in the Contract Documents, the City agrees that it has the funding available for the current fiscal year (FY 2023-2024) and agrees to propose in each applicable fiscal year budget thereafter an amount to cover the City's payment obligations as stated in the Contract Documents; however, the City's future funding obligations as stated herein are all subject to the City's annual budgeting and appropriation process. Vendor understands and agrees that the City's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the City nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under the Contract Documents. 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 payment obligations in the Contract Documents in any fiscal year after the current fiscal year, then the City will notify Vendor of such occurrence and either the City or Vendor may terminate the Contract Documents 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 Vendor for all software delivered under the Contract Documents through the date of termination.

SECTION 13 – EVENT OF DEFAULT AND REMEDIES

13.1 Each of the following shall be an "Event of Default" under the Contract Documents: (a) Vendor fails to observe or perform any term, covenant, or condition of the Contract Documents which is required of VENDOR to be observed or performed, and Vendor fails to remedy the same within thirty (30) days after notice from the City; and (b) the City fails to observe or perform any term, covenant, or condition of the Contract Documents which is required of the City to be observed or performed, and the City fails to remedy the same within thirty (30) days after notice from Vendor. However, if the City's or Vendor's Event of Default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, the defaulting party shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that the defaulting party diligently commences such cure within the foregoing 30-day period and thereafter proceeds with the curing of the default.

13.2 Except for the City's non-payment due to a lack of budget and appropriation as set above, if an Event of Default is not cured within the timeframes set forth above by the City,

Vendor shall have all rights and remedies under the Contract Documents against the City. The City shall have all rights and remedies available to it under applicable law including termination of the Contract Documents for breach, the extend allowed herein.

SECTION 14 – NO CONSEQUENTIAL DAMAGES

14.1 In no event shall either party be liable to the other party for any incidental, special, indirect, liquidated, consequential, or punitive damages arising out of or related to the Contract Documents, whether such alleged damages are labeled in tort, contract, or otherwise, and even if a party has been advised of the possibility of such damages.

SECTION 15 – COUNTERPARTS

15.1 The Contract Documents may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this Contract Documents by electronic means and shall treat the same as an original.

SECTION 16 – COMPLIANCE AND REPORTING

16.1 Each of the parties agrees to perform its responsibilities under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance under the Contract Documents. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of the Contract Documents. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 17 – INSURANCE

17.1 Prior to commencing any services, the Vendor 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 the Vendor. 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>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations, insurance broad form property, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Worker's Compensation	\$ statutory limits
Cyber and Privacy Liability Insurance	\$1,000,000 per occurrence

The certificates shall clearly indicate that the Vendor 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 the Vendor of its liability and obligations under the Contract Documents.

SECTION 18 – NOTICE

18.1 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 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 Vendor as follows:

SEL
2350 NE Hopkins Court
Pullman, WA 99163

Either party may amend this provision by written notice to the other party.

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IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

CITY OF LAKE WORTH BEACH

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney
Director

By: _____
Yannick Ngendahayo, Financial Services

VENDOR:

SCHWEITZER ENGINEERING LABORATORIES, INC.

[Corporate Seal, if required]
STATE OF WASHINGTON
COUNTY OF Whitman

By: _____
Signature of Authorized Representative

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 4th day of December, 2023, by Jeremy Nickels [name], as Vice President of Finance [title] of Schweitzer Engineering Laboratories, Inc., a foreign corporation authorized to do business in the State of Washington, and who is personally known to me or who has produced the following as identification and who is authorized to bind the Vendor to the terms and conditions of the Contract Documents:
ID produced: company badge



Emmi Griffin
Signature of Notary Public

EXHIBIT "1"

Vendor's Blueframe Software Contract Proposal with Exhibit A and B (8 pages total)



Software Contract Proposal

City of Lake Worth ("Customer" or "Licensee").

Licensee and SEL enter into this Software License Agreement (the "Agreement") as of the Effective Date, under which SEL agrees to grant a license under certain Software as further agreed and in consideration of the Fees described herein.

In addition to this signature page, the Agreement includes the following Exhibits which are made part of and form the Agreement:

- A. Software Order Form; and,
- B. Contract Terms and Conditions.

This Agreement along with any additional terms incorporated herein by reference constitute the complete and exclusive understanding and agreement between the Parties and supersede any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to their subject matter without any prejudice against the drafter of the particular Agreement component. Any terms and conditions contained or referenced by either Party in a quote, purchase order, acceptance, invoice or any similar document purporting to modify the terms and conditions contained in this Agreement are disregarded and have no effect unless otherwise expressly agreed to by the Parties.

The License Term is five years starting on the Effective Date. During the License Term, Licensee may elect to renew the license by notifying SEL in writing prior to 30 days before the end of the License Term.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers or representatives:

City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460

Schweitzer Engineering Laboratories, Inc.
2350 NE Hopkins Court
Pullman, WA 99163

By: _____
Name: _____
Title: _____
Date: _____


By: 
Name: Jeremy Nickels
Title: Vice President of Finance
Date: 12/4/23

EXHIBIT A – SOFTWARE ORDER FORM

For a system containing up to 50 Simultaneous Connections, a software licensing quote is as follows:

Sales Item Numbers:

- 9180-BFCC-0001 (QTY 1 = \$0)

Blueframe Operating System Software:

Software Info	License Type	Sales Item Number	Permitted number of Computers	Annual License Fee
Blueframe OS	VM Deployment	9180-BFCC-0001	1	Included with Apps
Total:				Included with Apps

Device Management Applications:

Data Management and Automation DMA Disturbance Monitoring, Configuration Monitoring, Custom Monitoring, and Credential Management. License type is Device Management License for a Device Limit of 225.

Sales Item Numbers:

- 9180-DMAC-0004 (QTY 225 = \$40,500)
- 9180-BFMN-0001 (QTY 1 = \$20,250)

Payment Option	Year 1	Year 1	Year 2	Year 3	Year 4	Year 5	Total
1) Total Annual Cost	\$40,500.00	\$4,050.00	\$4,050.00	\$4,050.00	\$4,050.00	\$4,050.00	\$60,750.00
2) Capital Payment	\$60,750.00	\$-	\$-	\$-	\$-	\$-	\$60,750.00
3) Amortized Payment	\$12,150.00	\$-	\$12,150.00	\$12,150.00	\$12,150.00	\$12,150.00	\$60,750.00

AcSELerator TEAM Value Transfer Eligible Purchases:

The following purchases will apply as a one-time credit to the Blueframe DMA purchase.

Purchase Year	Notes	Value
2019	SO-1166180	\$2,000
2022	SO-1842245	\$9,840
	Total Credit	\$11,840

Total Capital Cost (without taxes or fees): \$60,750.00

Total Capital Cost with Credits (without taxes or fees): \$48,910

Effective Date: Upon Delivery

Notice Contact Information:

Support Contacts: automation_support@selinc.com

EXHIBIT B – CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS.

- 1.1 **"Computer"** means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, including without limitation virtual machines, servers, desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of a wide variety of software applications.
- 1.2 **"Device"** means a contiguous piece of equipment that generates data that is acted upon by the Software.
- 1.3 **"Enhancements"** means any Updates, upgrades, releases, fixes, enhancements, or modifications to the current version of the Software released by SEL.
- 1.4 **"Extensions"** mean any separate downloadable suite, add-on, command, function, or application, including any example or test module that extends the functionality of the current version of the Software.
- 1.5 **"Internal Business Purpose"** means the use of any of the Software, as applicable, for Licensee's internal business use with Licensee's systems, networks, Devices, and data. Such use includes use of Licensee's systems, networks, or Devices as part of the service offerings offered by Licensee. Such use does not include use of Software for the benefit of third-parties independent of services offered by Licensee.
- 1.6 **"Licensee"** means the person or company named as such in the Order Document(s), if applicable, or the person or legal entity that obtained the Software and on whose behalf it is used. The term Licensee includes any Permitted Affiliates, but expressly excludes any other parent companies, sister companies, subsidiary companies, or other affiliated organizations.
- 1.7 **"Maintenance"** and **"Support"** include the maintenance and support services made available to Licensee under this Agreement (if any), including without limitation as described in Exhibit E.
- 1.8 **"Order Document(s)"** mean the quotation, purchase order, or any equivalent ordering document and the order confirmation that detail the components, solutions, and quantities of Licensee's purchase of the Software either through SEL or one of its authorized resellers. Each Order Document properly issued and accepted by Licensee is deemed to reference this Agreement with respect to the Software.
- 1.9 **"Permitted Affiliates"** means any companies that are affiliated with the Licensee and specified in the Order Document(s).
- 1.10 **"Permitted Number"** means the maximum number of Computers that may be under this Agreement. The "Permitted Number" is one (1) unless otherwise specified in this Agreement or specified in the Software Order Form.
- 1.11 **"Software"** means the SEL Software made available to Licensee, including: (a) all of the information with which this Agreement is provided, including but not limited to: (i) all software files and other computer information; (ii) sample materials provided by SEL; (iii) related explanatory written materials and files (including without limitation user manuals, training guides, other written documentation, executable files, help files and other files); and (b) any modified versions and copies of, and upgrades, updates, and additions to, such information, provided to Licensee by SEL at any time, to the extent not provided under separate terms (collectively, "Updates").
- 1.12 **"Warranty Period"** extends from the Effective Date for a period of 180 days.

2. **LICENSE GRANTS.** Subject to Licensee's continuous compliance with the terms and conditions of this Agreement, including Licensee's timely payment of any applicable License Fees and Support Fees set forth in the Software Order Form, SEL grants to Licensee a non-exclusive, non-transferable, personal, revocable, and limited license to install and use the Software (a) subject to the Special Requirements, (b) during the term of such license ("**License Term**"), (c) limited to the Permitted Number and within the Device Limit; and (d) in a manner consistent with the terms of this Agreement. Unless otherwise defined in this Agreement or related documentation, or at the time of purchase, the License Term is annual. Upon expiration or termination of the License Term, Licensee may not use the Software unless Licensee has renewed the license. SEL licenses (and not sells) the Software to Licensee and no title or ownership interest in the Software is transferred to Licensee. Licensee will take all reasonably appropriate actions, whether by instruction, contract or otherwise, to ensure that Licensee's employees and agents comply with the terms of this Agreement.

- 2.1 **Intellectual Property.** The Software is copyrighted and possibly patented and contains proprietary information and trade secrets belonging to SEL or its affiliates and subsidiaries. Licensee will not remove or obscure any copyright or other intellectual property notices on Software.

- 2.2 Software Enhancements.** SEL grants a license to any Software Enhancement / Extension offered by SEL provided that Licensee hereby acknowledges that use of such Enhancement / Extension is subject to the terms of this Agreement and subsequently executed amendment(s).
- 2.3 Third Parties.** Any consultant, contractor, or agent hired to perform services for Licensee may operate the Software on Licensee's behalf under these terms and conditions, provided that: (a) Licensee is responsible for ensuring that any such third party agrees to abide by and fully comply with the terms of this Agreement on the same basis as applicable to Licensee; (b) such use is only in connection with Licensee's Internal Business Purpose; (c) such use does not represent or constitute an increase in the scope of the licenses provided hereunder; and (d) Licensee remains fully liable for any and all acts or omissions by such third parties related to this Agreement.
- 2.4 Software Restrictions.** Licensee agrees not to: (a) use the Software except as expressly authorized in this Agreement and its Order Document(s); (b) copy the Software (except as expressly permitted herein and as required to run the Software and for reasonable backup purposes); (c) modify, decompile, disassemble, decrypt, extract, or otherwise reverse-engineer Software or otherwise attempt to derive the Software source code or create derivative works based upon all or part of Software; (d) sublicense, transfer, loan, rent, lease, make available via a service provider on a hosted or time sharing basis, or assign the Software or this Agreement to any other person or entity without the prior written consent of SEL (e) disclose to any third party the results of any benchmark tests or other evaluation of the Software; or (f) authorize any third parties to do any of the above except as expressly provided by this Agreement. Licensee may not copy written documentation provided with the Software (except as expressly permitted herein, and then solely for Licensee's Internal Business Purposes).

3. SPECIAL REQUIREMENTS. In addition to the terms as set forth in Section 2, the following Special Requirements apply to the particular Software as indicated in Exhibit A:

- 3.1 VM License.** During the Term, the operating system under the VM License may be executed on the Permitted Number of computers (including servers) for production purposes, and additionally on up to 2 additional Computers for test purposes only. The operating system under the VM License may be used for hardware services, core services, and connection services.
- 3.2 Hardened Compute License.** During the Term, the operating system may be deployed on the Permitted Number of Computers under the Hardened Compute License in an industrial critical deployment installation only on hardened edge computing as an independent control system that is part of the enterprise deployment.
- 3.3 Site Management License.** During the Term, the operating system may be deployed on the Permitted Number of Computers under the Site Management License for the purpose of centrally managing operating systems licensed under the VM License or Hardened Compute License.
- 3.4 Device Management License.** During the Term, the device management Software may be used as an application of the operating system under the VM License, Hardened Compute License or Site Management License for management of a number of devices up to the listed Device Limit for the particular Software. For switch management software, the Devices comprise the managed communication switches.

4. OWNERSHIP. SEL, its suppliers, and/or its licensors own all worldwide right, title and interest in and to the Software, including all existing or pending worldwide patent rights (including patent applications and disclosures); copyright rights (including copyright registrations and unregistered copyrights), trademarks, trade secrets and other rights with respect to confidential or proprietary information and any other intellectual and industrial property rights, whether or not subject to registration or protection; and all rights under any license or other arrangement with respect to the foregoing. Except as expressly stated in this Agreement, SEL does not grant to Licensee any intellectual property rights in the Software, and all right, title, and interest in and to all copies of the Software not expressly granted remain with SEL, its suppliers and/or its licensors. The Software is copyrighted and protected by the laws of the United States and other countries and international treaty provisions. Licensee may not remove or obscure any copyright, trademark, and/or any other intellectual property or proprietary notices from the Software.

5. FEES AND INVOICING.

- 5.1** In order to access and use the Software, Licensee is required to pay to SEL the License Fees set forth in the Order Document(s). The License Fees will be due and payable in accordance with the terms set forth herein. Any failure to pay the License Fees in accordance with an Order Document may result in automatic revocation

and termination of this Agreement. All License Fees are non-refundable once paid except as explicitly allowed herein.

- 5.2** SEL will issue an invoice to Licensee for License Fees and Support Fees. Payment terms are net 30 (payment will be made within 30 days of invoice date) at the address for receipt of invoices stated in the invoice. SEL may, at its own discretion, impose a late charge equal to the lesser of 1.5% per month or the highest applicable rate allowed by law on all amounts not paid when due.
- 5.3** All prices and other charges quoted by SEL under this Agreement are exclusive of any applicable VAT or equivalent tax imposed or levied.
- 6. SOFTWARE VERIFICATION AND AUDIT.** At SEL's written request, Licensee will furnish SEL with a certification signed by an authorized representative verifying that the Software is being used in accordance with the terms and conditions of this Agreement. Upon at least ten (10) days prior written notice and subject to reasonable security requirements, SEL may audit use of the Software to ensure compliance with the terms of this Agreement, including compliance with the Permitted Number and Device Limit. Any such audit will be conducted no more than once annually during regular business hours at Licensee's facilities by SEL personnel, and will not unreasonably interfere with Licensee's business activities. Licensee will provide SEL personnel with reasonable access to the relevant records and facilities relating to the Software. If an audit reveals that Licensee has exceeded the scope of the license under this Agreement and/or the Order Documents, then SEL will issue an invoice to Licensee, and Licensee will promptly (within 30 days) pay SEL any underpaid fees based on SEL's then current price list in effect at the time the audit is completed. If the underpayment exceeds ten percent (10%) of the cumulative annual License Fees paid to SEL by Licensee, then Licensee will also pay SEL's reasonable costs of conducting the audit. If the audit reveals no discrepancy then SEL will not audit Licensee for at least twelve (12) months. This Section survive expiration or termination of this Agreement for a period of three (3) years.
- 7. SOFTWARE WARRANTY.** SEL warrants that for the Warranty Period the Software will substantially achieve any material function described in documentation for the Software as published by SEL. As SEL and its affiliates, licensors, and suppliers' sole liability and Licensee's sole remedy for any failure of the Software to conform to this warranty, SEL will use commercially reasonable efforts to repair or replace (at SEL's option) Licensee's copy of the Software and if SEL is unable to do so within thirty (30) days from the time Licensee gives SEL notice of non-conformance, then SEL will refund all related License Fees paid by Licensee for the non-conforming Software, and this Agreement immediately terminates. Licensee acknowledges that Software is of such complexity that it may have inherent defects. SEL does not provide any warranty if Software's nonconformance is a result of Licensee's abuse, improper use, or unauthorized modification of Software.
- 8. WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 7 ABOVE, SEL, ITS AFFILIATES, LICENSORS, AND SUPPLIERS PROVIDE THE SOFTWARE AS-IS AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. LICENSEE AGREES THAT, AS BETWEEN LICENSEE AND SEL, LICENSEE IS RESPONSIBLE FOR THE ACCURACY AND QUALITY OF LICENSEE'S DATA INPUT INTO ANY SEL SOFTWARE. BECAUSE THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME STATES OR JURISDICTIONS, THE ABOVE DISCLAIMER MAY NOT APPLY IN ALL SITUATIONS.
- 9. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW SEL'S TOTAL CUMULATIVE LIABILITY TO LICENSEE ARISING FROM THE PURCHASE AND/OR USE OF THE SOFTWARE, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID BY LICENSEE TO SEL UNDER THE APPLICABLE ORDER DOCUMENT(S) GIVING RISE TO SUCH LIABILITY IN THE TWELVE MONTHS PRIOR TO THE EVENT. IN NO EVENT WILL SEL BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, DATA, OR PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SEL SOFTWARE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SUPPORT OR THE USE OR PERFORMANCE OF THE SEL SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN

IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY IN ALL JURISDICTIONS. SEL MAY BE ACTING ON BEHALF OF ITS AFFILIATES, LICENSORS, AND SUPPLIERS FOR THE PURPOSE OF DISCLAIMING, EXCLUDING, AND LIMITING OBLIGATIONS, WARRANTIES AND LIABILITY, BUT IN NO OTHER RESPECTS AND FOR NO OTHER PURPOSES.

10. TERM AND TERMINATION.

10.1 This Agreement will commence on the Effective Date and continue until expiration or termination. Unless otherwise stated, the initial term of this Agreement is one year from the Effective Date, and the Agreement automatically renews for additional one-year term(s) unless either Party elects to terminate by giving written notice to the other Party at least 30 days before automatic renewal.

10.2 This Agreement may be terminated upon written notice under any of the following:

10.2.1 by either Party if the other Party ceases to carry on business as a going concern, is unable to pay its debts as they fall due, or any distress or execution is levied or threatened against it, or a receiver is appointed in respect of all or any of its assets, or it passes a valid resolution for closing its operations;

10.2.2 By SEL if Licensee attempts to assign, transfer, or materially change any of the rights or responsibilities hereby granted or if there is a material change or transfer in the control or ownership of Licensee, regardless of whether such control ownership is changed or transferred in one transaction or in a series of transactions. This clause does not apply to any such event pursuant to a corporate restructuring or by operation of law or if Licensee obtains written consent of SEL, which consent will not be unreasonably withheld.

10.3 Licensee's rights to the Software terminate upon any violation or termination of this Agreement (including, without limitation, failure to timely pay License Fees) or upon expiration of the License Term. Upon any expiration or termination of this Agreement, the rights and licenses granted hereunder will automatically terminate, and Licensee agrees to immediately cease using the Software and to return or destroy all copies of the Software, including any documentation, and other SEL proprietary or confidential information in Licensee's possession or control and certify in writing the completion of such return or destruction. In the event of termination of this Agreement for any reason other than a material breach by SEL, SEL will have no obligation to refund any License Fees or other fees received from Licensee during the Term. Sections 1, 3, 4, 6, 8, 9, 12, 14, and 16 survive termination of this Agreement.

11. SEVERABILITY. Unless otherwise provided herein, all rights and remedies, whether conferred hereunder or by any other instrument or law, will be cumulative and may be exercised singularly or concurrently. The failure by either Party to enforce any provisions of this Agreement will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. The terms and conditions stated herein are declared to be severable. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

12. EXPORT. Licensee will comply fully with all relevant export laws and regulations of the United States and any other country ("Export Laws") where Licensee uses any of the Software. Licensee certifies that Licensee is not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals, and the Commerce Department's List of Denied Persons or Entity List. Licensee further certifies that Licensee will not export, re-export, ship, transfer, or otherwise use the Software in any country subject to an embargo or other sanction by the United States, including Iran, Syria, Cuba, Sudan and North Korea and that Licensee will not use the Software for any purpose prohibited by the Export Laws, including, but not limited to, nuclear, chemical, missile or biological weapons related end uses.

13. THIRD PARTY CONTENT DISCLAIMER. Certain SEL products embed/contain software code licensed by SEL from one or more third party software licensors ("Third Party Software"). If Third Party Software is provided as a separate package, SEL does not warrant or indemnify any Third Party Software, and such Third Party Software is subject to the standard warranties and terms of use provided by Third Party Software suppliers (copies of which

may be obtained from an SEL customer service representative). Separate executable programs are deemed stand-alone packages, regardless of whether such executable programs are provided on the same media or are available from the same source.

14. CHOICE OF LAW AND DISPUTES. The laws of the State of Washington, USA, excluding conflict of laws principles, govern this Agreement. The Parties reject any applicability of the United Nations Convention on Contracts for the International Sale of Goods. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the arbitration award may be entered in any court of competent jurisdiction. Arbitration will be held in Seattle, Washington, or another location agreed upon by the Parties, and will be conducted in English. The prevailing Party to any dispute is entitled to recover legal fees and other costs (including without limitation arbitration fees, disbursements, collection costs, and the allocated cost of in-house counsel).

15. SOFTWARE SUPPORT. If agreed herein, SEL will provide Licensee with standard SEL software support through SEL Sales and Customer Service.

16. MISCELLANEOUS.

16.1 Notices. Any notice to SEL pursuant to this Agreement is deemed given when sent by registered or certified mail (return receipt requested), overnight delivery or fax (confirmed receipt and sent by mail) to an authorized officer at the address or fax number provided on the Order Documents(s). Any notice to Licensee pursuant to this Agreement is deemed given when sent by registered or certified mail (return receipt requested), overnight delivery or fax (confirmed receipt and sent by mail) to an authorized officer at the address or fax number provided on the Order Document(s), or, if no such address or fax number is provided in the Order Document(s), at Licensee's registered headquarters.

16.2 Integration. This Agreement along with any additional terms incorporated herein by reference, including any Order Document and any Exhibits hereto, constitute the complete and exclusive understanding and agreement between the Parties and supersede any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to their subject matter without any prejudice against the drafter of the particular Agreement component. Any terms and conditions contained or referenced by either Party in a quote, purchase order, acceptance, invoice or any similar document purporting to modify the terms and conditions contained in this Agreement is disregarded and has no effect unless otherwise expressly agreed to by the Parties.

16.3 Waiver. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both Parties. No failure or delay by either party in exercising any right or remedy, or insisting upon strict compliance by the other party with any obligation in this Agreement, constitutes a waiver of any right thereafter to demand exact compliance with this Agreement.

16.4 Force Majeure. Neither Party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable or reasonably foreseeable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, acts of terror, riot, acts of God or governmental action.

16.5 U.S. Government Restricted Rights. Software (including documentation and embedded software) is provided as commercial and restricted computer software. Use, duplication or disclosure by the U.S. Government or any U.S. Government contractor or subcontractor is subject to the restrictions set forth in 48 CFR § 12.212, 48 CFR § 52.227-14, 48 CFR § 52.227-19, or 48 CFR § 227.7202, as applicable.



SCHWEITZER ENGINEERING LABORATORIES, INC.

2350 NE Hopkins Court • Pullman, WA 99163-5603 USA

Phone: +1.509.332.1890 • Fax: +1.509.332.7990

www.selinc.com • info@selinc.com

1/11/24

City of Lake Worth Beach
1900 2nd Ave N
Lake Worth Beach, FL 33460

To Whom It May Concern,

This letter is to notify you that Power Connections, Inc. is the sole source provider of SEL products for the following states in the southeast United States: Alabama, Florida, Georgia, Louisiana, Mississippi, Arkansas, and Tennessee. All request for quotes, purchase order submittals, and order processing will go through Power Connections, Inc.

We appreciate the opportunity to serve and do business with your company. Feel free to contact me directly with any questions or concerns.

Sincerely,

Frannie Morrison

Frannie Morrison
Regional Business Manager, Southeast
509.334.8196
Frannie_Morrison@selinc.com

STAFF REPORT REGULAR MEETING

AGENDA DATE: January 30, 2024

DEPARTMENT: Water Utilities

TITLE:

Resolution No. 03-2024 – 2020 Consolidated Utility Revenue Bond Reauthorization

SUMMARY:

The 2020 Consolidated Utility Revenue Bond Reauthorization resolution serves to re-authorize monies within the water utilities projects identified as part of the Bond obtained in 2020.

BACKGROUND AND JUSTIFICATION:

The City acquired Non-Ad Valorem and Consolidated Utility Revenue Bonds Series 2020 in November 2020 to finance capital improvement projects related to water utilities for Fiscal Years 2020 and 2021. The project aims to enhance the quality of water by adding new water quality equipment to the water treatment plant and north and south booster stations. The equipment includes ammonia analyzers, chlorine analyzers, and pH analyzers, as well as new water tank mixing systems. The mixing systems are designed to eliminate stagnant water layers, prevent nitrification, and protect against disinfection by-products, such as trihalomethanes.

To fund this project, the City staff has prepared a resolution to reauthorize and reallocate bond funds from previously similar water projects. Bond counsel has advised the City accordingly.

MOTION:

Move to approve/disapprove Resolution No. 03-2024 -- 2020 Consolidated Utility Revenue Bond Reauthorization

ATTACHMENT(S):

Resolution No. 03-2024

RESOLUTION NO. 03-2024, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET AMENDMENT TO REALLOCATE 2020 CONSOLIDATED UTILITY REVENUE BOND FUNDING AMONG BOND FUNDED PROJECTS

WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously issued Consolidated Utility Revenue Bonds in November 2020 for the financing, refinancing the acquisition, construction and equipping of capital improvements to the City.

WHEREAS the City finds it is necessary and essential to reauthorize the budgeted project costs amongst the project list as shown in Exhibit A; and

WHEREAS adoption of this FY 2024 Budget amendment set forth herein serves a valid public purpose.

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

SECTION 1: The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this resolution.

SECTION 2: As hereinafter stated in this resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2023, and ending and including September 30, 2024.

SECTION 3: The funds and available resources and revenues that are set out and attached as Exhibit A and incorporated herein by reference, be, and the same hereby are, reallocated and appropriated to provide monies to be used to pay the necessary capital project expenses of the respective funds and departments of the City for the fiscal year.

SECTION 4: The sums, which are set out in Exhibit A and herein incorporated by reference, listed as capital expenses of the respective funds and departments of the City, be, and the same hereby are, reallocated and appropriated and shall be paid out of the Consolidated Utility Revenue Bonds acquired in November 2020.

SECTION 5: The revenues and expenses for which appropriations are hereby made, all set forth above, shall be as set out in the Amended City of Lake Worth Beach Capital Budget for the fiscal year as attached in Exhibit A.

SECTION 6: The sums set out in Exhibit A are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City Manager and the Finance

Director, shall be, and the same hereby are, fixed and adopted as the amended budget for the enterprises for the fiscal year.

SECTION 7: Except as amended in Exhibit A hereto, the remainder of the FY 2024 Annual Capital Budget for the fiscal year remains in full force and effect.

SECTION 8: This resolution shall become effective upon adoption.

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

Mayor Betty Resch
Vice Mayor Christopher McVoy
Commissioner Sarah Malega
Commissioner Kim Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the _____ day of _____, 2024.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

EXHIBIT A

2020 CONSOLIDATED BOND REALLOCATION						
		Budget Amount	Already spent:	FROM:	TO:	TOTAL:
<i>Water Fund</i>						
WT2100	Well #17	\$ 619,933.00	\$ (185,729.34)	\$ (434,203.66)	\$ -	\$ 434,203.66
WT2101	Raw Water Main for Well #16,17,and 18	\$ 340,000.00	\$ -	\$ (340,000.00)	\$ -	\$ 340,000.00
TBD	Water Quality Improvements Tank Mixers	\$ -		\$ -	\$ 774,203.66	\$ -
	Total:	\$ 959,933.00	\$ (185,729.34)	\$ (774,203.66)	\$ 774,203.66	\$ 774,203.66

STAFF REPORT UTILITY MEETING

AGENDA DATE: January 30, 2024

DEPARTMENT: Water Utilities

TITLE:

Resolution No. 04-2024 – 2020 Non-Ad Valorem Consolidated Utility Revenue Bond Reauthorization

SUMMARY:

The 2020 Non-Ad Valorem Consolidated Utility Revenue Bond Reauthorization resolution reauthorizes funds for water utility projects from the 2020 Bond.

BACKGROUND AND JUSTIFICATION:

In June 2020, the City acquired Non-Ad Valorem Consolidated Utility Revenue Bonds Series 2020A to fund water utility capital improvement projects for Fiscal Years 2020 and 2021. However, the City has decided to use these funds for different projects now.

The construction cost for Gravity Sewer Lining, also known as Project LS-2002, was reduced by \$104,781.69 due to a quantity amount reconciliation. The amount saved from LS-2002 will be used to cover the change order for the flash mixer project, which amounts to \$92,692.00 plus contingency costs.

To authorize these changes, the City staff has prepared a resolution to reallocate bond funds from similar water projects to these two projects. The bond counsel has advised the City on this matter.

MOTION:

Move to approve/disapprove Resolution No. 04-2024 – 2020 Non-Ad Valorem Consolidated Utility Revenue Bond Reauthorization

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Resolution 04-2024

RESOLUTION NO. 04-2024, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET AMENDMENT TO REALLOCATE 2020 NON-AD VALOREM REVENUE BOND FUNDING AMONG BOND FUNDED PROJECTS

WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously issued Non-Ad Valorem Revenue Bonds, Series 2020A and Taxable Series 2020B in June 2020 for the financing, refinancing the acquisition, construction and equipping of capital improvements to the City.

WHEREAS the City finds it is necessary and essential to reauthorize the budgeted project costs amongst the project list as shown in Exhibit A; and

WHEREAS adoption of this FY 2024 Budget amendment set forth herein serves a valid public purpose.

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

SECTION 1: The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this resolution.

SECTION 2: As hereinafter stated in this resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2023, and ending and including September 30, 2024.

SECTION 3: The funds and available resources and revenues that are set out and attached as Exhibit A and incorporated herein by reference, be, and the same hereby are, reallocated and appropriated to provide monies to be used to pay the necessary capital project expenses of the respective funds and departments of the City for the fiscal year.

SECTION 4: The sums, which are set out in Exhibit A and herein incorporated by reference, listed as capital expenses of the respective funds and departments of the City, be, and the same hereby are, reallocated and appropriated and shall be paid out of the Non-Ad Valorem Revenue Bonds, Series 2020A and Taxable Series 2020B acquired in June 2020.

SECTION 5: The revenues and expenses for which appropriations are hereby made, all set forth above, shall be as set out in the Amended City of Lake Worth Beach Capital Budget for the fiscal year as attached in Exhibit A.

SECTION 6: The sums set out in Exhibit A are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City Manager and the Finance Director, shall be, and the same hereby are, fixed and adopted as the amended budget for the enterprises for the fiscal year.

SECTION 7: Except as amended in Exhibit A hereto, the remainder of the FY 2024 Annual Capital Budget for the fiscal year remains in full force and effect.

SECTION 8: This resolution shall become effective upon adoption.

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

Mayor Betty Resch
Vice Mayor Christopher McVoy
Commissioner Sarah Malega
Commissioner Kim Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the _____ day of _____, 2024.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

EXHIBIT A

2020 NON-AD VALOREM BOND REALLOCATION									
		Budget Amount	Already spent:	FROM:LS2002	TO: TBD Water	TOTAL:	Useful Life:	Bond Amortization	Useful life >= Bond Amortization
<i>Sewer Fund</i>									
LS2002	Gravity Sewer Lining Phase 1	\$ 700,000.00	\$ (595,218.31)	\$ (104,781.69)	\$ -	\$ 104,781.69	30	20	YES
TBD	Change Order #2 Globaltech Flash Mixer Repair				\$ 104,781.69		30	20	YES
	Total:	\$ 700,000.00	\$ (595,218.31)	\$ (104,781.69)	\$ 104,781.69	\$ 104,781.69			

STAFF REPORT UTILITY MEETING

AGENDA DATE: January 30, 2024

DEPARTMENT: Water Utilities

TITLE:

Resolution No. 05-2024 – 2022 Consolidated Utility Revenue Bond Reauthorization

SUMMARY:

The 2022 Consolidated Utility Revenue Bond Reauthorization resolution serves to re-authorize monies within the water utilities projects identified as part of the Bond obtained in 2022.

BACKGROUND AND JUSTIFICATION:

In May 2022, the City obtained Consolidated Utility Revenue Bonds Series 2022. These bonds were meant to fund capital improvement projects for Fiscal Years 2022 and 2023. However, the reverse osmosis membranes that play a crucial role in the water treatment process have reached the end of their useful life. As a result, they are no longer producing water efficiently, causing the plant to operate under higher pressure. This, in turn, has led to higher power usage and increased electric bills.

To address this issue, the City has decided to use the additional funding to upgrade the existing Reverse Osmosis (RO) trains. This will involve adding six additional pressure vessels and membrane elements as part of the membrane replacement project.

The bond counsel has advised City staff to prepare a resolution to reallocate and reauthorize bond funds from like projects to like projects within the water fund.

MOTION:

Move to approve/disapprove Resolution No. 05-2024 – 2022 Consolidated Utility Revenue Bond Reauthorization

ATTACHMENT(S):

Resolution No. 05-2024

RESOLUTION NO. 05-2024, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET AMENDMENT TO REALLOCATE 2022 CONSOLIDATED UTILITY REVENUE BOND FUNDING AMONG BOND FUNDED PROJECTS

WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously issued Consolidated Utility Revenue Bonds, Series 2022 Consolidated Utility Revenue Bonds for the financing, refinancing the acquisition, construction and equipping of capital improvements to the City.

WHEREAS the City finds it is necessary and essential to reauthorize the budgeted project costs amongst the project list as shown in Exhibit A; and

WHEREAS adoption of this FY 2024 Budget amendment set forth herein serves a valid public purpose.

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

SECTION 1: The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this resolution.

SECTION 2: As hereinafter stated in this resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2023, and ending and including September 30, 2024.

SECTION 3: The funds and available resources and revenues that are set out and attached as Exhibit A and incorporated herein by reference, be, and the same hereby are, reallocated and appropriated to provide monies to be used to pay the necessary capital project expenses of the respective funds and departments of the City for the fiscal year.

SECTION 4: The sums, which are set out in Exhibit A and herein incorporated by reference, listed as capital expenses of the respective funds and departments of the City, be, and the same hereby are, reallocated and appropriated and shall be paid out of the Consolidated Utility Revenue Bonds, Series 2022 acquired in May 2022.

SECTION 5: The revenues and expenses for which appropriations are hereby made, all set forth above, shall be as set out in the Amended City of Lake Worth Beach Capital Budget for the fiscal year as attached in Exhibit A.

SECTION 6: The sums set out in Exhibit A are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City Manager and the Finance

Director, shall be, and the same hereby are, fixed and adopted as the amended budget for the enterprises for the fiscal year.

SECTION 7: Except as amended in Exhibit A hereto, the remainder of the FY 2024 Annual Capital Budget for the fiscal year remains in full force and effect.

SECTION 8: This resolution shall become effective upon adoption.

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

Mayor Betty Resch
Vice Mayor Christopher McVoy
Commissioner Sarah Malega
Commissioner Kim Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the _____ day of _____, 2024.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

EXHIBIT A

2022 BOND REALLOCATION									
		Budget Amount	Already spent:	FROM:WT2201	TO: TBD Water	TOTAL:	Useful Life:	Bond Amortization	Useful life >= Bond Amortization
<i>Water Fund</i>									
WT2201	Water Main Directional Drill Project	\$ 1,000,000.00	\$ 118,378.30	\$ (300,000.00)	\$ -	\$ 300,000.00	30	20	YES
TBD	R.O. Membrane Replacement				\$ 300,000.00		30	20	YES
	Total:	\$ 1,000,000.00	\$ 118,378.30	\$ (300,000.00)	\$ 300,000.00	\$ 300,000.00			

STAFF REPORT UTILITY MEETING

AGENDA DATE: January 30, 2024

DEPARTMENT: Water Utilities

TITLE:

Change Order #1 for Globaltech, Inc. adding additional vessels and membranes to existing Reverse Osmosis Trains

SUMMARY:

The city plans to upgrade the existing Reverse Osmosis (RO) trains by adding six additional pressure vessels and membrane elements as part of the membrane replacement project.

BACKGROUND AND JUSTIFICATION:

The membrane replacement project aims to upgrade the Reverse Osmosis (RO) trains. The current configuration consists of three RO trains, each equipped with 36 pressure vessels that contain 7 RO membrane elements. The system currently uses 24 pressure vessels for Stage 1 and 12 for Stage 2, producing 1.5 million gallons per day (MGD) of permeate from 2.0 MGD of feed water at a 75% recovery rate.

To increase the production of permeate, six open slots per RO train are available for additional pressure vessels. Four slots are allocated for Stage 1 expansion, and two for Stage 2 expansion. The objective is to enhance the permeate output from 1.5 MGD to 1.75 MGD, which requires an increase in feed water from 2.0 MGD to 2.33 MGD. However, the original design's 75% recovery rate is maintained throughout the modification.

Adding additional pressure vessels provides several benefits, such as improved energy efficiency, system reliability, and water quality. The funding will come from the reallocation of the bond money from Resolution 05-2024.

MOTION:

Move to approve/disapprove Change Order #1 to Globaltech, Inc. for additional membranes and vessels.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Change Order #1
Membrane Train & Pump Photo
Membrane Train Pressure Vessels Photo



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

CHANGE ORDER

Project Number: WO-08

Contractor: Globaltech, Inc.

Project Name: Membrane Replacement

Change Order Number: 01

Change Order Effective Date: _____

Contractor Phone: 561-997-6433

Change Order Type: Addition

Existing Purchase Order Number: _____


Description of Change:

The work associated with this change order includes the following:

- Evaluate the existing trains for adding additional pressure vessels.
- Evaluate the system capacity for expansion.
- Evaluate the membrane projection for additional membrane elements.
- Obtaining a health department permit.
- 378 extra membrane elements
- 18 extra pressure vessels
- 18 new J-Bends and grooved couplings

Contract Time

- An additional 60 days to be added due to delays in the pending 4-log approval from DOH. The new substantial completion date will be 12/28/2024, and the new completion date will be 01/27/2025.



1	2	3	4	5	6
Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
1	Construction	1	LS	\$486,001.26	\$486,001.26
2	Engineering	1	LS	\$39,854.00	\$39,854.00
3	Bonds	1	LS	\$14,390.00	\$14,390.00
	Total Amount:	<u>1</u>	<u>LS</u>	<u>\$540,245.26</u>	<u>\$540,245.26</u>

Price of Original Contract: \$634,691.00 (authorized by Commission on 9/14/23 Agenda Item (#X))

Current Price of Contract (including Change Orders): \$634,691.00

Price of Current Change Order: \$540,245.26

New Contract Price: \$1,174,936.26

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

Contract Time Change

No Change Extended Decreased by 60 work days

The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the parties' complete agreement concerning these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any claims that it may have against the OWNER under the subject contract, including, but not limited to, claims for equitable adjustments that occurred or accrued before the effective date of this CHANGE ORDER.

This Change Order may be executed in counterparts and is not effective until approved by the City Manager or City Commission (as designated on the last page of this Change Order).


Reviewed and accepted by Bruce Rahmani, P.E.
(Contractor Name)

B. Rahmani
Contractor Representative (Signature)

VP of Construction
Title

12/05/2023
Date

Approved by: _____
(Department Director) (Date)



IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. 1 to the _____ Project on _____, 2023

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Betty Resch, Mayor

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director






Exhibit 2 Cost Breakdown

12/01/23

City of Lake Worth Beach
172408 LWB Membrane Replacement

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Job: 172408 LWB Membrane Replacement						
Bid Item: 110 Change Order						
	CREDITS					
	Credit From Original Contract	LOT	-1	6,235.60	-6,235.60	-7,672.90
	ADDITIONS					
	Sr. Estimator	HR	20	242.00	4,840.00	4,840.00
	Estimator	HR	10	75.00	750.00	750.00
	Submittal Labor	HR	20	146.00	2,920.00	2,920.00
	Progress Meetings	HR	20	242.00	4,840.00	4,840.00
	Construction Scheduler	HR	30	152.00	4,560.00	4,560.00
	Construction PM 6	HR	50	242.00	12,100.00	12,100.00
	Construction PM 4	HR	100	146.00	14,600.00	14,600.00
	Construction PM 2	HR	60	98.00	5,880.00	5,880.00
	Purchasing & Subcontract	HR	10	181.00	1,810.00	1,810.00
	Construction Assistant	HR	60	76.00	4,560.00	4,560.00
	Temporary Facilities					
	Container Rental	EA	4	300.00	1,200.00	1,476.60
	Sanitary	MONTH	4	400.00	1,600.00	1,968.80
	Job Site Office Supplies	LS	1	300.00	300.00	369.15
	Waste Hauling	EA	5	874.00	4,370.00	5,377.29
	Startup Crew	CR-D	4	2,480.00	9,920.00	9,920.00
	Punch Out Crew	CR-D	2	2,480.00	4,960.00	4,960.00
	Hydraulics Membranes	EA	294	505.00	148,470.00	182,692.34
	Freight	LS	1	6,000.00	6,000.00	7,383.00
	Pressure Vessels	EA	18	1,746.34	31,434.12	38,679.69

Cost Breakdown
Continued...

12/01/23

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Freight	LS	1	6,000.00	6,000.00	7,383.00
	Sample Panel Tubing & Fittings	LS	1	1,500.00	1,500.00	1,605.00
	1-1/4" SS Victaulic Couplings	EA	40	350.00	14,000.00	17,227.00
	J-Bends, Vic Gasket & Shims	LS	1	18,200.00	18,200.00	22,395.10
	Gaskets, seals & End Connector Parts	LS	1	10,882.20	10,882.20	13,390.54
	Disinfection & Lubrication	LS	1	2,000.00	2,000.00	2,461.00
	Membrane & Vessel Installation	CR-D	24	3,056.00	73,344.00	73,344.00
	Construction Superintendent	HR	100	156.00	15,600.00	15,600.00
	Construction Assistant	HR	100	76.00	7,600.00	7,600.00
	Warehouse Forklift	LS	2	2,200.00	4,400.00	5,414.20
	Scissor Lift	Month	2	1,200.00	2,400.00	2,953.20
	Safety Coordination	HR	8	242.00	1,936.00	1,936.00
	Safety Program	LS	1	3,300.00	3,300.00	3,630.00
	Safety Equipment	LS	1	500.00	500.00	615.25
	Misc Tools & Equipment	LS	1	2,500.00	2,500.00	3,076.25
	Equipment Fuel	GAL	50	6.90	345.00	396.75
	Offloading & Staging	CR-D	2	2,480.00	4,960.00	4,960.00
	Engineering	LOT	1	39,854.00	39,854.00	39,854.00
	Bonds	LS	1	14,390.00	14,390.00	14,390.00
	Bid Item Totals:				482,589.72	540,245.26
	Grand Totals:				482,589.72	540,245.26

Attachment A
Work Order #8 CO1
Membrane Replacement

	E6	E5	E2	E1	SCHEDULER	ADMIN 3	ADMIN 2	ADMIN 1	Total Labor	Subconsultant Services	Subconsultant	Contractual Labor Rates \$/Hr.	
												\$276.00	\$58.00
Task 1													
Engineering Services													
Develop Work Order	2	4		4	10			2	2			\$ 3,320.00	
Membrane Evaluation	2	2	16	4			2	2	2			\$ 3,700.00	
System Evaluation for Expansion	10	10	20	4			2					\$ 8,144.00	
Review Specifications for Pressure Vessel	2	2	20	2				1	1			\$ 3,784.00	
Prepare Purchasing Documents	2	4	6	2			1	2	2			\$ 2,625.00	
Coordinate with PBCHD	2	6						2	2			\$ 2,054.00	
Review Submittals	2	2	6		1			1	1			\$ 1,940.00	
Conduct Pre-Installation Inspections	2	12										\$ 3,324.00	
Installation Protocol and Documentation	2	2	10					4	4			\$ 2,506.00	
Project Meetings (2)	10	6	6	2			4	3	3			\$ 5,546.00	
Project Closeout	2	4	6	6			3	3	3			\$ 2,661.00	
	38	54	90	12	6	11	12	17	17			\$ 39,604.00	\$ -
Subtotal Task 1													
Total	38	54	90	12	6	11	12	17	17			\$ 39,604.00	\$ -
Subconsultants													\$ -
Markup													\$ -
Total Subconsultant													\$ -
Reimbursable Expenses													\$ 250.00
Total													\$ 39,854.00

←~ PERMEATE ←~

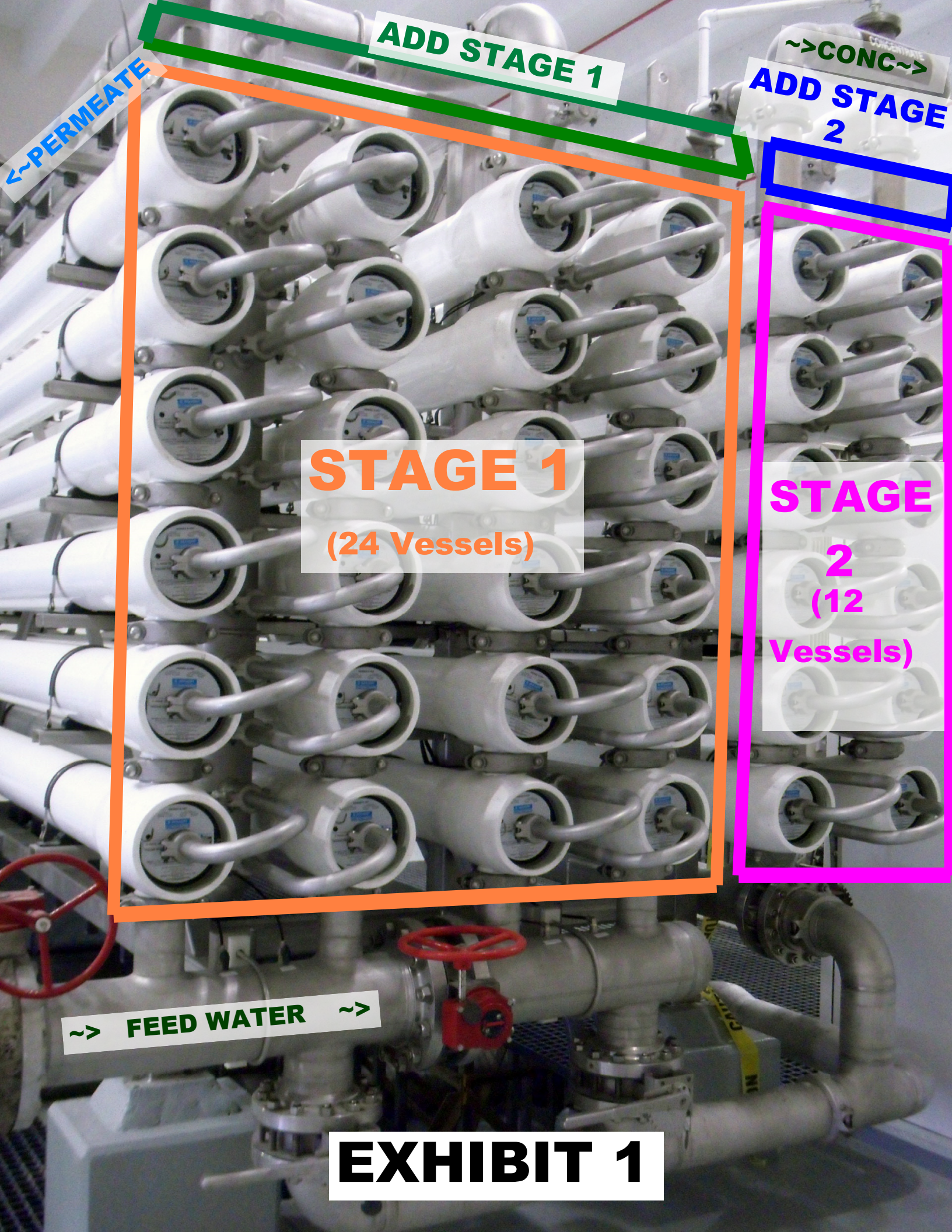
ADDITIONAL STAGE 1 PRESSURE VESSELS

STAGE 1

~> PERMEATE ~>

~> FEED WATER ~>

EXHIBIT 2



ADD STAGE 1

ADD STAGE 2

~>PERMEATE

STAGE 1
(24 Vessels)

STAGE 2
(12 Vessels)

~> FEED WATER ~>

~>CONC~>

EXHIBIT 1

STAFF REPORT UTILITY MEETING

AGENDA DATE: January 30, 2024

DEPARTMENT: Water Utilities

TITLE:

Change Order #2 with Globaltech, Inc. for the Flash Mixer Improvement

SUMMARY:

Globaltech, Inc. has issued a change order for \$92,692.00 to complete design-build services for improving the Water Treatment Plant Flash Mixer.

BACKGROUND AND JUSTIFICATION:

The utility has started a project to repair and improve the flash mixer equipment used in the lime treatment facility. At the same time, the water treatment plant is working to obtain approval for a 4-log removal for the facility. The utility administration had anticipated receiving the 4-log approval before Globaltech began with the flash mixer repair and upgrade. However, the approval process is taking longer than expected, and the current state of the flash mixer has reached a critical stage. This has left the water treatment plant with no other option but to proceed with the repairs.

The project was originally scheduled to start on May 10, 2021, and currently, about 25% of the project has been completed. The utility has requested that Globaltech continue with the repair of the flash mixer, and as such, Globaltech is seeking reimbursement for project delays, general conditions, and a fee increase to account for the 2.5-year delay. The compensation for the 645 days will be calculated from the original final completion date of April 29, 2022, to the new final completion date of November 09, 2024. The remaining \$12,089.69 will be allocated for contingency. The funding will come from the reallocation of the bond money from Resolution 04-2024.

MOTION:

Move to approve/disapprove Change Order #2 to Globaltech, Inc. for additional cost.

ATTACHMENT(S):

Fiscal Impact Analysis -- N/A
Change Order #2
Notice to Proceed



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

CHANGE ORDER

Project Number: WO-06

Contractor: Globaltech, Inc.

Project Name: WTP Flash Mixer Improvements

Change Order Number: 02

Change Order Effective Date: _____

Contractor Phone: 561-997-6433

Change Order Type: Addition

Existing Purchase Order Number: 185740

Description of Change:

On May 10, 2021, The City of Lake Worth Beach Commission approved Work Order 6 – Flash Mixer Improvements, authorizing Globaltech Inc. to conduct design-build services for improving the Water Treatment Plant (WTP) Flash Mixer. It was the understanding of FIRM and OWNER that an ongoing project (4-Log Certification of the WTP) would be completed before Globaltech embarked on the design phase of Work Order 6. The 4-Log Certification project became delayed.

This resulted in a 2.5-year delay in the kick-off of the Flash Mixer Improvement Project. During the delay, Globaltech continued to experience administrative charges on the project, and our construction fee was eroded by over 30 months of inflation. Under Change Order 2, Globaltech, Inc. seeks reimbursement for administrative charges incurred during the project delay, a fee increase to adjust engineering and construction labor rates to current levels, and a project extension through November 9, 2024.

Contract Time

An additional 645 days will be added due to the project being on hold per the OWNER and delays on the 4-log approval from DOH. The new substantial completion date will be 9/25/2024, and the new completion date will be 11/09/2024.

1	2	3	4	5	6
Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
1	Construction	1	LS	\$79,860.84	\$79,860.84
2	Engineering	1	LS	\$10,761.21	\$10,761.21
3	Bonds	1	LS	\$2,069.95	\$2,069.95
	Total Amount:	<u>1</u>	<u>LS</u>	<u>\$92,692.00</u>	<u>\$92,692.00</u>

Price of Original Contract: \$563,912.58 (authorized by Commission on 5/10/21)

Current Price of Contract (including Change Orders): \$728,578.72

Price of Current Change Order: \$92,692.00

New Contract Price: \$821,270.72

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

Contract Time Change

No Change Extended Decreased by 645 work days

The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the parties' complete agreement concerning these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any claims that it may have against the OWNER under the subject contract, including, but not limited to, claims for equitable adjustments that occurred or accrued before the effective date of this CHANGE ORDER.

This Change Order may be executed in counterparts and is not effective until approved by the City Manager or City Commission (as designated on the last page of this Change Order).

Reviewed and accepted by Bruce Rahmani, P.E.
(Contractor Name)

B. Rahmani
Contractor Representative (Signature)

VP of Construction
Title

1/9/2024
Date

Approved by: _____
(Department Director) (Date)

IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. 2 to the _____ Project on _____, 2024.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

**City of Lake Worth Beach
172106 LWB WTP Flash Mixer Improvements**

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Job: 172106 LWB WTP Flash Mixer Improvements						
Bid Item: 101 Change Order #2						
	Extended Overhead					
	Construction PM (5Hr/Month-12 Months)	HR	60	146.00	8,760.00	8,760.00
	Construction Assistant (5Hr/Month-12 Months)	HR	60	87.00	5,220.00	5,220.00
	Rate Increase on Remaining Work					
	Submittal Labor	HR	8	21.00	168.00	168.00
	O&M Manual	HR	19	21.00	394.80	394.80
	Progress Meetings	HR	20	86.00	1,720.00	1,720.00
	Construction Scheduler	HR	20	58.00	1,160.00	1,160.00
	Construction PM 3	HR	72	52.00	3,744.00	3,744.00
	Construction PM 1	HR	19	56.00	1,075.20	1,075.20
	Construction Superintendent	HR	96	62.00	5,952.00	5,952.00
	Purchasing & Subcontract	HR	14	17.00	238.00	238.00
	Bldg Permits Application & Coordination	HR	8	21.00	168.00	168.00
	Mob/Demob	LOT	1	1,755.00	1,755.00	1,755.00
	Container Rental	EA	12	200.00	2,400.00	2,953.20
	Sanitary	MONTH	4	120.00	480.00	590.64
	Startup Crew	CR-D	2	680.00	1,360.00	1,360.00
	Punch Out Crew	CR-D	2	680.00	1,360.00	1,360.00
	Installation (Metals)	CR-D	4	680.00	2,720.00	2,720.00
	Installation (Finishes)	CR-D	5	680.00	3,400.00	3,400.00
	Electrical PM	HR	32	45.00	1,440.00	1,440.00
	Installation Rapid Mixer	CR-D	12	680.00	8,160.00	8,160.00

Cost Breakdown

01/09/24

Continued...

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Permeate Flow Improvements					
	Remove Existing SS Pipe, Fittings & Valve	CR-D	2	928.00	1,856.00	1,856.00
	Field Welding & Cutting	CR-D	4	680.00	2,720.00	2,720.00
	Installation	CR-D	10	928.00	9,280.00	9,280.00
	General Conditions (LW)	LOT				
	Progress Meetings	HR	10	86.00	860.00	860.00
	Construction Scheduler	HR	10	58.00	580.00	580.00
	Construction PM 4	HR	20	86.00	1,720.00	1,720.00
	Construction PM 3	HR	40	17.00	680.00	680.00
	Purchasing & Subcontract	HR	10	17.00	170.00	170.00
	Rapid-Mix Bypass Piping					
	Installation	CR-D	3	680.00	2,040.00	2,040.00
	Construction Superintendent	HR	8	62.00	496.00	496.00
	Grating Support Modification					
	Installation & Concrete Repair	CR-D	5	680.00	3,400.00	3,400.00
	Construction Superintendent	HR	20	62.00	1,240.00	1,240.00
	Ultrasonic Transducer					
	Installation	CR-D	1	680.00	680.00	680.00
	Electrical PM	HR	40	45.00	1,800.00	1,800.00
	Engineering	LOT	1	10,761.21	10,761.21	10,761.21
	Bonds	LOT	1	2,069.95	2,069.95	2,069.95
				Bid Item Totals:	92,028.16	92,692.00
				Grand Totals:	92,028.16	92,692.00



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

May 19, 2021

Mr. Troy Lyn, P.E.
Vice President, Globaltech Inc.
6001 Broken Sound Parkway NW, Ste 610
Boca Raton, FL 33489

Subj: Lake Worth Beach Work Order 6 – Flash Mixer Improvements

Dear Mr. Lyn,

The City of Lake Worth Beach has executed Work Order No. 6 for the Flash Mixer Improvements Project. The Contract Time will commence to start on May 19, 2021; Globaltech can start performing the obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion with readiness for final payment are March 14, 2022 and April 29, 2022.

Please execute one copy of the Notice to Proceed where provided below and return it to me immediately. Should you have any questions, please call me at (561) 586-1640.

Sincerely,

Julie Parham, P.E.
Assistant Director

Receipt of this Notice to Proceed is hereby acknowledged this ^{15-JP} 19 day of May, 2021.

By: Globaltech, Inc. – Troy Lyn, P.E.

Authorized Signature

Executive Vice President.

Title

STAFF REPORT UTILITY MEETING

AGENDA DATE: January 30, 2024

DEPARTMENT: Water Utilities

TITLE:

Task Order #17 for Mock Roos and Associates, Inc. to provide design and bid phase services for the 10th and 13th Avenues North Project

SUMMARY:

The City has requested that Mock Roos provide evaluation, design, bid, permitting, and grant assistance services to the City for the stormwater improvements to the 10th and 13th Avenues North outfalls through the City's golf course.

BACKGROUND AND JUSTIFICATION:

The City of Lake Work, as part of the Department of Environmental Protection's Resilience Grant, is conducting the 10th and 13th Avenues North Stormwater Improvements for the Intracoastal Resilience Project. This project aims to upgrade stormwater systems in the area, including the installation of backflow prevention devices on the three existing outfalls to the Lagoon. The current lack of controls on the stormwater pipes has left the upstream residential and commercial properties within the Northeast Lucerne Historic Preservation District and Parrot Cove neighborhood vulnerable to tidal flooding. With rising sea levels, this issue is expected to become more severe. The project will also involve lining or replacing stormwater pipes as needed to prevent sediment discharge through the joints. Additionally, the project will restore the living shoreline surrounding these outfalls to protect the area and promote nature-based stability through plant recruitment.

MOTION:

Move to approve/disapprove Task Order 17 for Mock Roos to provide Engineering Services.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order 17

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	102,830.00	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Public Services
Division	Stormwater
GL Description	Improve Other than Build / Infrastructure
GL Account Number	428-5090-538.63-15
Project Number	GT2403
Requested Funds	\$102,830.00
Remaining Balance	\$602,170.00
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Grant

TASK ORDER No. 17

CONTINUING PROFESSIONAL SERVICES (Civil Engineering – Water)

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order”) is made on the day of _____, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Mock Roos & Associates, Inc.** a State of Florida, CORPORATION (“CONSULTANT”).

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated December 15, 2023, and services are generally described as: **10th and 13th Avenues North Design and Bid Phase Services Resilient Florida Grant Assistance** (the “Project”).

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach Water Utilities with civil engineering related to water consulting 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 365 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 on a lump sum basis in the amount of **\$102,830**. The attached proposal identifies all costs and expenses included in the lump sum.

5.0 Project Manager

The Project Manager for the CONSULTANT is Garry G. Gruber, phone: (561) 683-3113, ext. 293; email: garry.gruber@mockroos.com; and, the Project Manager for the City is Sam Heady, phone: (561) 586-1075; email: sheady@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 pursuant to the Continuing Professional Services Agreement (Civil Engineering – water) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated March 28, 2023 (“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 No. 17
_____ as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: **MOCK ROOS & ASSOCIATES, INC.**

By: _____
Garry G. Gruber, P.E. Senior Vice President

[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 15th day of December, 2023, by **Mock Roos & Associates, Inc.** a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Rachel Caballero-Forberger

Notary Public Signature

Notary Seal:

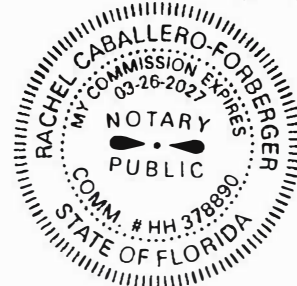


Exhibit “1”

**Mock•Roos
Proposal to Provide Professional Engineering Services to the
City of Lake Worth Beach for the
10th and 13th Avenues North Stormwater Outfall Improvement Project
Evaluation, Design and Bid Phase Services
Resilient Florida Grant Assistance
Task Order No. ____**

A. Project Description:

The City of Lake Worth Beach (City) has received a Resilient Florida grant to assist in funding the proposed stormwater improvements to the 10th and 13th Avenues North outfalls through the City’s golf course. The City has requested that Mock•Roos provide evaluation, design, bid, permitting, and grant assistance services to the City. Mock•Roos will provide the services as outlined in the **Scope of Services** below.

B. Scope of Services:

Mock•Roos will perform the following tasks, as needed:

1. Perform a site visit and photo document the project site.
2. Review Technical Report prepared by Craig A. Smith & Associates, Inc., dated September 20, 2019, including daily inspection reports and DVD videos of pipelines.
3. Perform limited topographic survey at both outfall locations.
4. Prepare basemap using aerials, LiDAR data and limited topographic survey information.
5. Coordinate with manufacturers on outfall backflow device options and discuss with the City staff
6. Prepare preliminary design and submit 50-percent level design documents to the City, including construction drawings, a list of proposed specifications and a preliminary Engineer’s Opinion of Probable Construction Cost (EOPCC); meet with City staff to review submittal. Provide the services of a structural engineer as necessary.
7. Incorporate City staff review comments and prepare 90-percent level design documents (including construction drawings, project specifications, and proposed schedule of values) and update preliminary EOPCC based on the 90-percent design; meet with City staff to review submittal.
8. Prepare and submit final construction documents for competitive bidding by the City. Provide a signed/dated/sealed full-size hard copy and electronic pdf version of the final construction documents for the City’s records/use.

9. Provide Resilient Florida Grant-related assistance, as requested by the City to successfully manage the grant.
10. Prepare and submit permit applications to Florida Department of Environmental Protection and the U.S. Army Corps of Engineers for work associated with the outfall to the intracoastal waterway (Lake Worth Lagoon).
11. Provide limited bid phase assistance; this will include providing written answers or clarification to assist the City with answering bidder's written questions, reviewing of the apparent low bidder submittal, and providing a letter of recommendation of award to the City.

C. Fee and Rates:

The total fee estimated to provide the Scope of Services as outlined above is **\$102,830**. Mock•Roos will complete the Scope of Services for a lump sum fee. See Attachment A for an estimate of hours required.

Mock•Roos can provide Additional Services at the Mock•Roos rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

D. Signature:

Mock•Roos

Signed:  _____

Name: Garry G. Gruber, P.E.

Title: Senior Vice President

Date: 12/15/2023

Attachment A to Proposal

City of Lake Worth Beach

10th & 13th Avenues North Outfalls Project Design and Bid Phase Services

		Labor Classification							
		Principal/ Corporate Officer	Senior Project Manager	Senior Project Engineer	Project Engineer	Engineer Intern	Project Coordinator	Subconsultant	Totals
Task	Task Description	\$240	\$225	\$205	\$170	\$125	\$95		
1	Perform Site Visit - Photo Document	4	4			8	2		\$3,050
2	Review Technical Report, Logs, DVDs, etc.	2	2	16			2		\$4,400
3	Limited Topographic Survey		4				4	\$15,000	\$16,280
4	Prepare Basemap		4		8	16			\$4,260
5	Coordinate Manufacturers/Backflow Devices	2		8	8		4		\$3,860
6	50-Percent Submittal	4	8	12		40	4	\$15,000	\$25,600
7	90-Percent Submittal	2	8	16		40	4		\$10,940
8	Final Documents	2	4	8		8	2		\$4,210
9	Grant Assistance	4	8	40			2		\$11,150
10	Permitting	2	16	24	16		4		\$12,100
11	Limited Bid Phase Services	4	8	16		4	2		\$6,730
	<i>Hours Subtotal</i>	26	66	140	32	116	30		
								Sub Total	\$102,580
								Reimbursables	\$250
								Project Total	\$102,830