



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**UTILITY CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, JUNE 27, 2023 - 6:00 PM**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:** led by Commissioner Kimberly Stokes

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

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

A. Electric Utility Update by Ed Liberty, Electric Utility Director

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

**APPROVAL OF MINUTES:**

A. [May 30, 2023](#)

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

- A. [Purchase Order with PSI Technologies, Inc for a BBA Sewage and Trash Pump with Trailer for the Water Utilities Department](#)
- B. [Authorize Drinking Water State Revolving Fund Program application for a loan for conducting Lead Service Line Inventory of water system service lines](#)
- C. [Resolution No. 23-2023 – Designate Sam Heady as the City’s Board Member for the East Central Regional Water Reclamation Facility \(ECR\) representing Lake Worth Beach](#)

**NEW BUSINESS:**

- A. [Purchase Order with Ametek Power Instruments.](#)
- B. [Third Amendment to LE Myers Work Order No. 7](#)
- C. [Agreement with ABB Inc. for the purchase of magnetically actuated 38kV vacuum circuit breakers](#)
- D. [Agreement with Powell Electrical for the 6<sup>th</sup> Ave S. Substation Metal-Clad Switchgear Building](#)
- E. [Consent to Easement within the Federal Right-of-Way of the Intracoastal Waterway in the Lake Worth Lagoon to be issued by the US Army Corps of Engineers \(USACE\)](#)

**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)

**MINUTES  
CITY OF LAKE WORTH BEACH  
UTILITY CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, MAY 30, 2023 - 6:00 PM**

The meeting was called to order by Mayor 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:** (0:30)

Present were Mayor Betty Resch, Vice Mayor Christopher McVoy (arrived at 6:11 PM). Commissioners Sarah Malega and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne. Commissioner Kimberly Stokes was absent.

**PLEDGE OF ALLEGIANCE:** (1:06) led by Commissioner Sarah Malega.

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

There were no changes to the agenda.

**PRESENTATIONS:** (2:01) (there is no public comment on Presentation items)

- A. Electric Utility Advisory Board Update (2:05)
- B. Presentation by Jason Bailey, Assistant Director of System Operations, on the deployment of the new Electric Outage Map and reporting tool (7:12)
- C. Electric Utility Update by Ed Liberty, Electric Utility Director (23:33)

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

No one from the public commented.

**APPROVAL OF MINUTES:** (35:20)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the following minutes:

- A. April 25, 2023

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

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items) (35:26)

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

A. First Amendment to Agreement with Utility Service Co., Inc. for Elevated Water Tanks Maintenance Services

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

**UNFINISHED BUSINESS:** (35:36)

A. Rate Stabilization Fund

**Action:** Consensus to have funding limits between \$3 and \$4 million and for Mr. Liberty to bring back specific language for the guiding policy on the fund's use.

**NEW BUSINESS:** (1:24:17)

A. Fourth Amendment to Agreement and Work Order #5 with B&B Underground Construction, Inc. for Murry Hills watermain service line replacement (1:24:21)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the Fourth Amendment to the Agreement and Work Order #5 with B&B Underground Construction, Inc. for Murry Hills watermain service line replacement.

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

B. Agreement with Insituform Technologies, LLC for Gravity Sewer Lining Phase 1 Project (1:28:30)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve the Agreement with Insituform Technologies, LLC for Gravity Sewer Lining Phase 1 Project.

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

C. Continuing Contracts for Professional Services for Energy Management and Engineering Services (1:29:36)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve the Agreements for Continuing Contracts for professional services for Energy Management and Engineering services with Power Engineers, Inc. and Kiewit Engineering Group.

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

D. Advanced Metering Infrastructure (AMI) Opt-Out Program (1:31:19)

**Action:** Direction to bring back a resolution incorporating the charges and parameters of the Opt-Out Program to a future meeting.

E. Sole Source Purchase from TransGard for animal deterrent electric fence (1:49:12)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the Sole Source Purchase from TransGard for animal deterrent electric fence.

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

F. Payment of Siemens Solar Maintenance FY22 (1:49:38)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve payment of FY22 Solar Maintenance fees in the amount of \$41,794 using FY23 funds.

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

G. Interim Annual Service Agreement for Siemens to Maintain Solar Array (1:49:54)

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the Interim Annual Service Agreement for Siemens to Maintain Solar Array.

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

H. Resolution No. 17-2023 -- Removing the annual production limitation on individual systems and creating a two (2) tiered Program (1:50:20)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 17-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE ELECTRIC UTILITY RULES AND REGULATIONS AND APPLICATION FOR INTERCONNECTION UNDER ITS NET METERING PROGRAM TO REMOVE THE PREVIOUSLY ESTABLISHED ANNUAL PRODUCTION LIMIT, TO ESTABLISH A TWO TIERED SYSTEM, AND FOR OTHER PURPOSES; PROVIDING FOR AN APPLICATION FEE FOR TIER II SYSTEMS, REPEAL OF CONFLICTS AND AN EFFECTIVE DATE

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to table the item to a future meeting to allow for more research on the subject.

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

I. Emergency Weld Repairs for the Heat Recovery Steam Generator (HRSG) at the Power Plant (2:02:27)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve Emergency Weld Repairs for the Heat Recovery Steam Generator (HRSG) at the Power Plant.

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

J. Florida Municipal Power Agency (“FMPA”) Municipal Solar Project III Solar Energy Exchange Agreement (2:02:338)

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the Florida Municipal Power Agency (“FMPA”) Municipal Solar Project III Solar Energy Exchange Agreement.

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

**ADJOURNMENT:** (2:03:05)

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to adjourn the meeting at 8:08 PM.

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

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

ATTEST:

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

Minutes Approved: June 27, 2023

Item time stamps correspond to the meeting recording on YouTube.

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** June 27, 2023

**DEPARTMENT:** Water Utilities

**TITLE:**

Purchase Order with PSI Technologies, Inc for a BBA Sewage and Trash Pump with Trailer for the Water Utilities Department

**SUMMARY:**

The Purchase Order with PSI Technologies Inc authorizes the purchase of a BBA Sewage and Trash Pump for the Water Utilities Department at a cost not to exceed \$65,950.00.

**BACKGROUND AND JUSTIFICATION:**

The Water Utilities Department Sewer Pumping Division actively engages in the process of cleaning the City's Wastewater Lift Station wet wells, sewer piping and manhole system. The pump is an essential piece of equipment in ensuring the City's lift station and sewer infrastructure is clean, free from blockages, and intact.

The purchase of a new Sewage Trash Pump ensures reliability as an emergency back up pump to the pumping system should pumps have system failure at stations and or an unforeseen event at stations. The Purchase Order with PSI Technologies Inc. is for a cost not to exceed \$65,950.00 and will be purchased through the Florida Sheriff's Association Cooperative Purchase Program, which the City utilizes often for purchases as it has been competitively advertised.

**MOTION:**

Move to approve/disapprove Purchase Order with PSI Technologies Inc for a BBA Sewage and Trash Pump with Trailer for the Water Utilities Department for a cost not to exceed \$65,950.00.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Invoice

Florida Sheriff's Association Cooperative Purchase Agreement Item #267, BBA PUMPS, BA150E

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
<b>Inflows</b>					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows</b>					
Operating	\$65,950.00	0	0	0	0
Capital	\$	0	0	0	,
<b>Net Fiscal Impact</b>	<b>\$65,950.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time Employee Positions</b>					
	0	0	0	0	0

<b>Contract Award - Existing Appropriation</b>	
	<b>Expenditure</b>
<b>Department</b>	<b>Sewer</b>
<b>Division</b>	<b>Collection</b>
<b>GL Description</b>	<b>Mains Sewer</b>
<b>GL Account Number</b>	<b>403-7231-535.46-45</b>
<b>Project Number</b>	
<b>Requested Funds</b>	<b>\$65,950.00</b>

**Florida Sheriffs Association Cooperative Purchasing Program**

Contract: FSA20-EQU18.0, Heavy Equipment

Group: PUMP: 6 Inch Mobile Pump Package

Item: 267, BBA Pumps, BA150E

Zone	Vendor	Base Model	Base Price
Western	BBA Pumps	BA150E	\$ 47,383.00
Northern	BBA Pumps	BA150E	\$ 46,740.00
Central	BBA Pumps	BA150E	\$ 46,740.00
Southern	BBA Pumps	BA150E	\$ 47,383.00

Order No.#	Description	Add/Deduct	Pricing
<b>4" Pump Options</b>			
BA100KD193SA	BA100K D193 - sound attenuated - no trailer	deduct	\$ (2,366.00)
BA100KD193SATM	BA100K D193 - sound attenuated - with trailer	add	\$ 3,717.00
BA100ED265SA	BA100E D265 - sound attenuated - no trailer	add	\$ 8,626.00
BA100ED265SATM	BA100E D265 - sound attenuated - with trailer	add	\$ 15,341.00
BA100ED265SAUTI	BA100E D265 - sound attenuated - trailer mounted with hose rack & 150 gallon fuel tank	add	\$ 28,199.00
47962	4" male camlock x 150lb flange		\$ 138.28
47961	4" female camlock x 150lb flange		\$ 179.56
<b>6" Pump Options</b>			
BA150ED285SA	BA150E D285 - sound attenuated - no trailer	add	\$ 9,343.00
BA150ED285SATM	BA150E D285 - sound attenuated - with trailer	add	\$ 16,058.00
BA150ED285SAUTI	BA150E D285 - sound attenuated - trailer mounted with hose rack & 150 gallon fuel tank	add	\$ 28,916.00
BA150KSD285SA	BA150KS D285 - screw impeller - sound attenuated - no trailer	add	\$ 8,701.00
BA150KSD285SATM	BA150KS D285 - screw impeller - sound attenuated - with trailer	add	\$ 15,416.00
BA150KSD285SAUTM	BA150KS D285 - screw impeller - sound attenuated - trailer mounted with hose rack & 150 gallon fuel tank	add	\$ 28,274.00
BA150KSD285SUBSA	BA150KS D285 SUB - hydraulic submersible - screw impeller - sound attenuated - no trailer	add	\$ 32,013.00



BA150KSD285SUBSATM	BA150KS D285 SUB - hydraulic submersible - screw impeller - sound attenuated – with trailer	add	\$ 38,728.00
24488	6" male camlock x 150lb flange		\$ 303.40
24489	6" female camlock x 150lb flange		\$ 324.05
<b>8" Pump Options</b>			
BA180ED328SA	BA180E D328 - sound attenuated - no trailer	add	\$ 46,841.00
BA180ED328SATM	BA180E D328 - sound attenuated - with trailer	add	\$ 56,247.00
BA180KSD315SA	BA180KS D315 - screw impler - sound attenuated - no trailer	add	\$ 12,186.00
BA180KSD315SATM	BA180KS D315 - screw impler - sound attenuated - with trailer	add	\$ 18,901.00
BA200ED405SA	BA200E D405 - sound attenuated - no trailer	add	\$ 71,911.00
BA200ED405SATM	BA200E D405 - sound attenuated - with trailer	add	\$ 84,018.00
8MCAM	8" male camlock x 150lb flange		\$ 680.31
8FCAM	8" female camlock x 150lb flange		\$ 757.04
<b>18" Pump Options</b>			
BA-C400S8D559	BA-C400S8 D559 - sound attenuated - no trailer	add	\$ 248,617.00
Warranty	BBA Pumps standard 4-year limited warranty		Standard
Startup	Authorized factory representative and/or authorized vendor representative to perform initial startup and field testing of unit after delivery. At the same time, authorized personnel will provide training on all necessary operation and field maintenance.		Included
Freight	Shipment and delivery of all pump orders		Included



## **BBA BA150KS - 6” Sewage and Trash Pump Proposal**

***Based on FSA Contract # FSA20-EQU18.0 for Heavy Equipment***

1 piece - BBA model # BA150KS D285, 6” pumps, sound attenuated, skid mounted, diesel driven Hatz 3H50TIC. Includes:

- Max. flow ..... 2150 US gpm (490 m3/hour)
- Max. pressure ..... 135 ft. / 58 PSI (41 mwc)
- Connections ..... 6" (DN150)
- Solids handling ..... 3.94" (100 mm)
- Impeller type ..... Screw channel impeller
- Priming system ..... BBA MP50
- Engine ..... Hatz 3H50TIC
- Emission standard ..... Tier 4 final
- Canopy ..... M10-23X
- Sound level ..... Approx. 64 dB(A) at 33 ft.
- Dry weight ..... 3575 lbs. (1625 kg)

**Please see attached spec sheet for more information.**

*1 Day of Commissioning Services Included  
Freight is included.*

**Items not specifically listed above, are NOT included.**

**Exceptions:**

- *Taxes not included*

**Pricing**

- ***With M10-23UTI DOT approved trailer, including electric jack and toolbox (Just Like the Demo Model) = \$65,950.00***

**Lead Time / 16-18 weeks**

Approved By / Date: \_\_\_\_\_


**Pump specifications:**

Type.....	BA150KS D285
Max. flow .....	2150 US gpm (490 m3/hour)
Max. pressure.....	135 ft. / 58 PSI (41 mwc)
Connections.....	6" (DN150)
Solids handling .....	3.94" (100 mm)
Impeller type .....	Screw channel impeller
Priming system .....	BBA MP50
Engine .....	Hatz 3H50TIC
Emission standard .....	Tier 4 final
Canopy .....	M10-23X
Sound level.....	Approx. 64 dB(A) at 33 ft.
Dry weight.....	3575 lbs. (1625 kg)

**FEATURES**
**BA auto prime pump**

The BA range of pumps has been designed with a clear focus on reliability, efficiency and durability. Featuring a fully automatic priming system, the BA series pumps quickly prime and re-prime, even from dry conditions. The heavy build style of both pump and canopy make the BA range perfect for use in the demanding construction market.

**World-class performance**

The BA range is built to be deployed on the most demanding applications. Using high efficiency pumps and state-of-the-art diesel engines, the pumps offer maximum performance at minimal cost, fully in-sync with the company philosophy of "Lowest cost of ownership".

**Sustainability**

- High efficiency pumps minimising fuel consumption
- Corrosion free hot dip galvanized canopy
- Corrosion free composite door panels and powder coated plating
- 100% Oil-spill free priming system
- Fully self-contained unit featuring a double wall fuel containment tank and fluid containment system eliminating fuel/oil spills at all times

**Complete package designed & built by BBA Pumps**

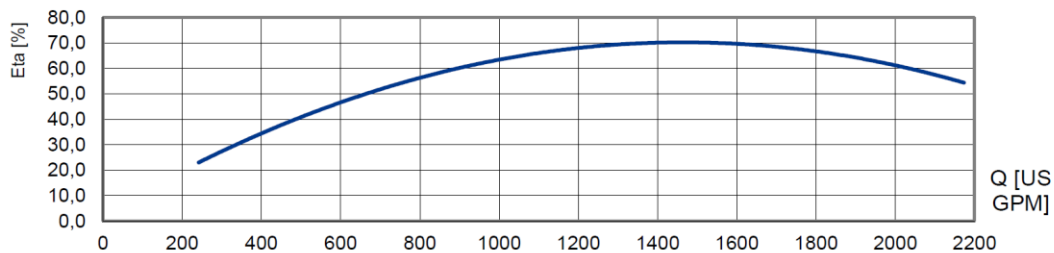
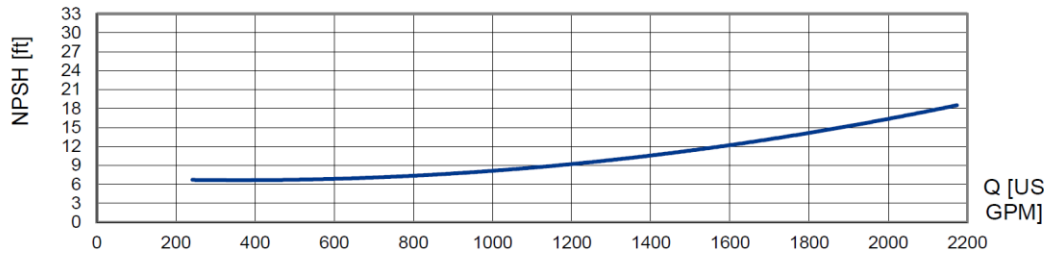
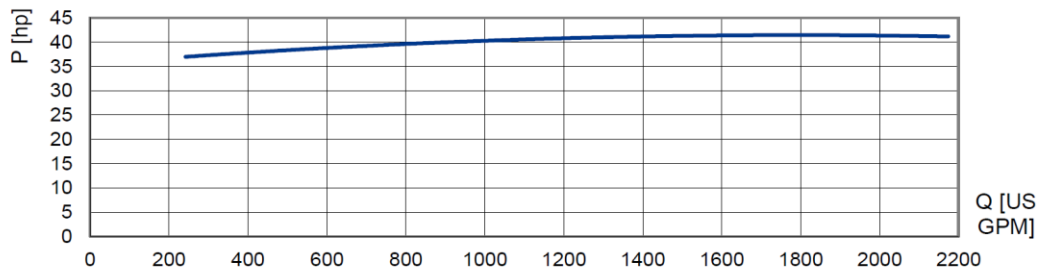
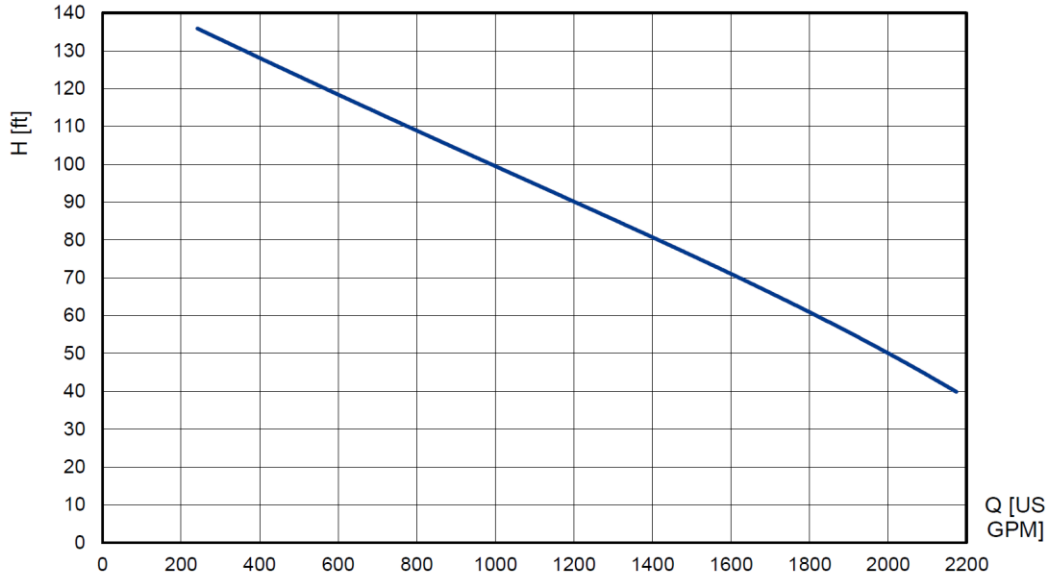
- Complete in-house design & production
- Over 60 years of experience in the market
- Extensive testing facility in-house
- Contemporary & functional design
- Durable & eco-friendly materials
- Custom builds available

**After sales service & product support**

- Single supplier for parts, spares & accessories
- Dedicated customer help-desk (24h service)
- Dedicated service department in-house
- Global parts distribution network
- Optional global on-site servicing
- Extensive training options available (technical & commercial), on-site or in-house

### PERFORMANCE CURVES (2100 RPM)

Continuous duty according ISO 9906



**STANDARD TECHNICAL SPECIFICATIONS**

**BBA auto prime pump**

Pump type.....	BA150KS D285
Max. flow.....	2150 US GPM (490 m <sup>3</sup> /hour)
Max. head.....	135 feet / 58 PSI (41 mwc)
Impeller type .....	Screw channel impeller
Solids handling .....	3.94 inch (100 mm)
Pump casing.....	Cast iron GG20
Impeller w/ cutter slots.....	Chrome Moly 42CrM04
Suction piece .....	Chrome Moly 42CrM04
Backplate w/ cutting edges..	GG25
Pump shaft.....	42CrV6
Shaft seal.....	Mechanical seal
Seal faces .....	Tung/Sic
Seal rubbers .....	Viton



**BBA priming system**

Pump type.....	BBA MP50 Diaphragm pump
Air handling capacity .....	30 CFM (50 m <sup>3</sup> /h)
Max. vacuum .....	29 inHg (8.5 m)
Drive .....	Toothed belt (continuous drive)
Float box .....	Aluminium
Non return valve .....	Cast iron GG25
Check valve disc.....	Buna-N



**Engine**

Engine brand .....	Hatz
Engine type.....	3H50TIC
Max. power output .....	59 Hp (43.7 kW)
Variable engine speed.....	1300 - 2100 RPM
Fuel consumption .....	225 g/kWh
Displacement.....	1.464 cm <sup>3</sup>
Number of cylinders.....	3
Aftertreatment.....	EGR, DOC
Exhaust emission US .....	Tier 4 Final

**BBA control panel LC40**

- Auto start/stop system
- Two float switches included (10m cable)
- Key switch
- Rpm. control with push buttons
- Warning lights
- 4.3" LCD display



**Fuel system**

- PE fuel tank 80 US Gallon (300 L.) net
- Fuel tank cap Ø 4" (100 mm)
- Electronic fuel injection system

**Electrical system & safety features**

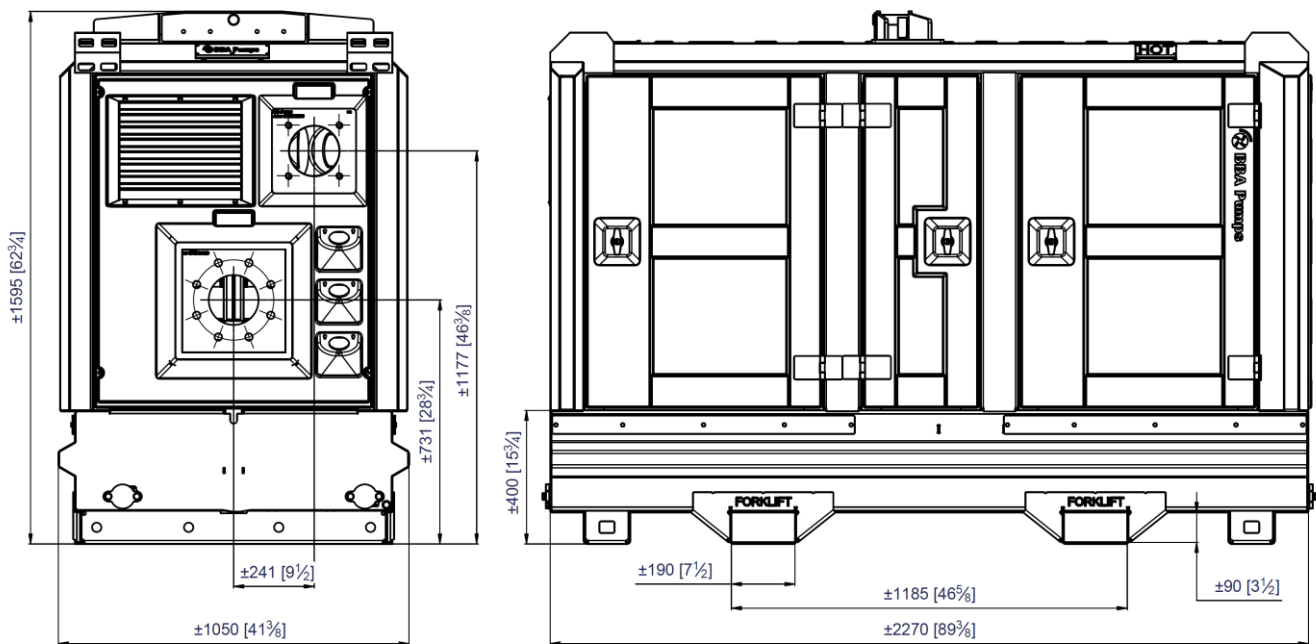
- Nominal voltage 12 Volt
- Premium quality battery
- Low oil pressure shut down

**CANOPY M10-23X**
**BBA sound attenuating canopy**

Canopy type.....	M10-23X
Dimensions L x W x H .....	89.4 x 41.3 x 62.8 inch
Dimensions L x W x H .....	2270 x 1050 x 1595 mm
Basic frame.....	Hot dip galvanized
Doors .....	6 lockable composite doors
Fuel tank .....	PE net 80 US Gallon (300 ltr)
Fuel tank autonomy .....	30-35 hours (at 2100 rpm BEP)
Fuel tank cap .....	4 inch (100mm)
Forklift pockets.....	Fitted with 2 forklift pockets
Lifting point .....	Fitted with single lifting point
Stackable .....	Canopy is stackable
Exhaust system .....	Fully integrated in canopy
Additional .....	Fitted with oil-water separator and battery isolator switch
Connections.....	Please consult "auxiliary items" in overleaf
Documentation box.....	BBA user manual and warranty book

**BBA E-lift® system**

The M10-23X canopy has been fitted with the BBA E-lift® system. By removing the roof panel, the pump and diesel engine as a whole can be removed from the canopy effortlessly allowing easy preventative maintenance on the pump and diesel engine. In addition, as the canopy is not fitted with padding or insulation materials, it can be cleaned quickly using a pressure washer.



Actual dimensions (in mm & inches) may vary depending on selected quick couplings.



**Screw channel impeller**  
This special designed closed screw impeller is a real waste warrior. Even at higher speed, or with pumping air bubbles, the pump runs vibration-free. The best choice for your sewer bypass jobs.



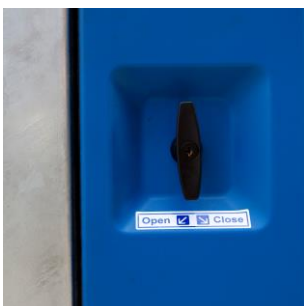
**Large inspection covers**  
Easy access to float box, impeller and non-return valve.



**Easy inspection**  
Oil glasses, drain valves and fill plugs are all easily accessible.



**Fuel tank**  
Fully banded, corrosion-free, 80 US Gallon, high-density polyethylene (HDPE) fuel tank, located in base of canopy.



**Safety**  
Extremely durable and lockable T-locks offering perfect grip.




**4 Year limited warranty**  
The BBA limited warranty covers years or operating hours whichever occurs first. For more details please consult the BBA warranty book.

**AUXILIARY ITEMS**


**Discharge connections**

Art.nr.		Ø inch	Ø mm	Connection
5080873	30°	6	150	ANSI/DIN Flange
5080899	30°	8	200	ANSI Flange
5080876	30° female (cup)	6	150	system B
5080881	30° male (ball/lever)	6	150	system B
5080813	30° female (cup)	8	200	system B
5080809	30° male (ball/lever)	8	200	system B




**Suction connections**

Art.nr.		Ø inch	Ø mm	Connection
5080884	30°	6	150	ANSI/DIN Flange
5080897	0°	8	200	ANSI Flange
5080889	30° female (cup)	6	150	system B
5080890	30° male (ball/lever)	6	150	system B
5080914	0° female (cup)	8	200	system B
5080911	0° male (ball/lever)	8	200	system B



**Suction hose with strainer L=6 metre**

Art.nr.	Ø inch	Ø mm	connection
7047055	6	150	ANSI/DIN Flange
7047058	8	200	Flange K295
7047008	6	150	System B male (ball/lever)
7047038	6	150	System C female (cup/lever)



**Recommended suction pipe diameter (maximum velocity = 4 m/sec)**

US gallons	M3/H	FLOW (L/sec)	4" 100	5" 125	6" 150	8" 200	10" 250	12" 300
1110	252	70	8.91	5.70	3.96	2.23	1.43	0.99
1268	288	80	10.19	6.52	4.53	2.55	1.63	1.13
1427	324	90	11.46	7.33	5.09	2.86	1.83	1.27
1585	360	100	12.73	8.15	5.66	3.18	2.04	1.41
1775	403	112	14.26	9.13	6.34	3.57	2.28	1.58
1902	432	120	15.28	9.78	6.79	3.82	2.44	1.70
2061	468	130	16.55	10.59	7.36	4.14	2.65	1.84
2219	504	140	17.83	11.41	7.92	4.46	2.85	1.98

Pictures used are for illustration purposes only.



# EXECUTIVE BRIEF UTILITY MEETING

**AGENDA DATE:** June 27, 2023

**DEPARTMENT:** Water Utilities

**TITLE:**

Authorize Drinking Water State Revolving Fund Program application for a loan for conducting Lead Service Line Inventory of water system service lines

**SUMMARY:**

Authorizes the submission of an application to the Florida Department of Environmental Protection for \$400,000 in funding assistance under the Drinking Water State Revolving Fund Program. These funds will be used to conduct the Environmental Protection Agency's required inventory of lead service lines in the water system.

**BACKGROUND AND JUSTIFICATION:**

The City Water Utilities Department proposes submitting an application for \$400,000 in low interest loan funding under the Drinking Water State Revolving Fund Program to conduct the water service line material inventory in the water system. This will include review of existing records, building permits, GIS data and field data to put into a Geographic Information System (GIS) map that is public facing and available to all residents on the City website, per the Lead and Copper Rule requirements. The City owns and maintains approximately 14,000 water meters which are fed from these water services, many of which multiple meters are served from one line. This inventory will include identifying the lines materials as lead, galvanized, non-lead or lead status unknown.

The Environmental Protection Agency revised the Lead and Copper Rule in 2022 to include requirements on maintaining an inventory of material type of water service lines, which are the lines between the City's distribution watermain and the customer, with the water meter located on these lines. The first such inventory shall be completed and in place by October 16, 2024.

**MOTION:**

Move to approve/disapprove authorization for the submission of an application to the Florida Department of Environmental Protection for \$400,000 in funding assistance under the Drinking Water State Revolving Fund Program for the Lead Service Line Inventory of the water system service lines.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Draft Application – due 6/30/23



# Florida Department of Environmental Protection

## REQUEST FOR INCLUSION ON THE DRINKING WATER PRIORITY LIST

Drinking Water State Revolving Fund Program  
Douglas Building, 3900 Commonwealth Blvd, Tallahassee, Florida 32399-3000

The information in this Request for Inclusion (RFI) application is used to determine project eligibility and priority scoring. The priority score is used to rank projects for placement on the State Revolving Fund (SRF) priority list. Only projects placed on the fundable portion of the priority list receive consideration for a loan. Please note that costs incurred before the adoption of the project on the fundable or waiting portion of the priority list are not eligible for reimbursement.

### 1. Applicant's Name and Address.

Project Sponsor: City of Lake Worth Beach      Contact Person: Sam Heady      Title: Water Utilities Director  
301 College Street  
(street address)  
Lake Worth Beach      Palm Beach      33460  
(city)      (county)      (zip code)  
(561) 586 -1675      sheady@lakeworthbeachfl.gov  
(telephone)      (ext.)      (e-mail)

Contact Person Address (if different):  
(street address)      (city)      (state)      (zip code)

### 2. Name and Address of Applicant's Consultant (if any).

Firm: Chen Moore and Associates, Inc.      Contact Person: Brent Whitfield      Title:  
500 S Australian Avenue #850  
(street address)  
West Palm Beach      33401  
(city)      (zip code)  
(561) 295 -1716      bwhtifield@chenmoore.com  
(telephone)      (ext.)      (e-mail)

### 3. Type of Loan Requested in this Application. (select only one loan category and project type)

Planning Loan <input checked="" type="checkbox"/>	Design Loan <input type="checkbox"/>	Planning and Design Loan <input type="checkbox"/>	Construction Loan <input type="checkbox"/>
---	--------------------------------------	---	--

Project Type: Design/Bid/Build       Design/Build (D/B)       Construction Manager at Risk (CMR)

Note: Procurement of professional services must meet the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, F.S.

**Eligibility for a Loan.** In order to be considered for a priority listing, the following conditions must be met:

- The respondent to this solicitation must qualify as a "project sponsor" as defined in subsection 62-552.200(27), F.A.C.
- The minimum construction loan amount is \$75,000.
- The project sponsor must agree to submit biddable plans and specifications within 1-year after execution of the loan agreement to qualify for a combined planning and design loan.
- The project is part of a public water system as defined in subsection 62-552.200(28), F.A.C., and may include drinking water supply, storage, transmission, treatment, disinfection, distribution, residuals management, and appurtenant facilities.

# REQUEST FOR INCLUSION ON THE DRINKING WATER PRIORITY LIST

## 4. Median Household Income, Population and Principal Forgiveness Percentage (PF%). (complete a. through e. below)

- a. Median household income (MHI): \$51,134 (current U.S. Census data or verifiable estimates)
- b. State median household income (SMHI): \$61,777 (current U.S. Census data)
- c. Population (P) served \$51,908 = number of service connections \$14,248 times 2.5 persons per connection to include proposed connections.
- d. Is the project sponsor applying for a planning and/or design loan with principal forgiveness? Yes  No . If yes, then PF is 50%. *Only a sponsor that qualifies as a financially disadvantaged small community is eligible for a planning/ design loan with PF.*
- e. Is the project sponsor applying for a construction loan with principal forgiveness? Yes  No . If yes, then PF% is calculated using the formula:  $PF\% = 1760/9 - 160 \times (MHI/SMHI) - 7/4500 \times P$ .

Calculate PF% for a construction loan using the above formula: \_\_\_\_\_ (minimum 20% and maximum 90%).

If the sponsor is connecting a financially disadvantaged small community as defined below, a maximum 50% PF is available.

Please note that the calculated PF% is an estimate and the actual percentage will be determined by the Department. The amount of loan available with principal forgiveness for a project is dependent upon the amount of funds allocated for the fiscal year.

**Eligibility for a loan with principal forgiveness.** In order to be considered for a loan with principal forgiveness, the following conditions must be met:

- The project sponsor must qualify as a financially disadvantaged small community public water system as defined in Rule 62-552.200, F.A.C., unless the sponsor is specifically exempted from this requirement.
- The median household income (MHI) of the sponsor's service area must be less than the state median household income (SMHI) as reported from the current U.S. Census data or from verifiable estimates, unless the sponsor is specifically exempted from this requirement.
- The population (P) of the sponsor's service area must be less than 10,000 (to include the population from the project's proposed future connections), unless the sponsor is specifically exempted from this requirement.
- The project sponsor is allowed only one open loan with principal forgiveness. A loan is deemed open until the final disbursement of the project has been paid by the department.
- A project sponsor is eligible for a construction loan with principal forgiveness (maximum 50%) if connecting a community with less than 250 residential wells; an existing public water system with less than 250 service connections; or a separate, non-interconnected public water system owned by the sponsor. The project area must qualify as a financially disadvantaged small community.
- A financially disadvantaged community with a population of 10,000 or more is eligible for a construction loan with 20% principal forgiveness if dollars are available after funding all eligible financially disadvantaged small communities.
- A project sponsor that is a for-profit entity is not eligible for principal forgiveness.
- A construction project for a financially disadvantaged small community that uses a Construction Manager at Risk delivery method is ineligible for principal forgiveness.

## 5. Interest Rate Percentage.

The interest rate for a loan with the Department is determined using the following formula:

$$\% \text{ of MR} = 40 \times (MHI/SMHI) + 15 \qquad \% \text{ of MR} = \text{Percentage of Market Rate.}$$

Calculate and enter the % of MR below:

$$\% \text{ of MR for a loan: } \underline{48.109} \qquad (35\% \leq \% \text{ of MR} \leq 75\%)$$

Please note that the calculated % of MR is an estimate and the actual interest rate will be determined by the Department. The interest rate for a loan shall not be less than 0.2 percent.

## 6. Base Priority Score. Each project shall receive a base priority score (BPS) dependent on the weighted average of its components. The BPS shall be determined using the below formula where CPS means the component priority score and CCC means component construction cost.

$$BPS = [CPS_1 \times CCC_1 + \dots + CPS_n \times CCC_n] / \text{Total Construction Cost}$$

Select each component and component score in Table 1 below that apply to the project, enter the estimated construction costs, and calculate the base priority score.

- Component priority scores that are based on contaminant levels must be justified by sample analytical data (see exception in notes at bottom of Table 1). The date of sample collection must be less than 24-months from the submittal date of the Request for Inclusion.
- The project sponsor must provide documentation demonstrating that contaminant levels (e.g. disinfection byproducts) cannot be reduced by adjusting system operations, if applicable.
- A compliance-1 category component score of 400 points, if selected in Table 1, must be supported by documentation demonstrating the need for the project; otherwise, a component score of 300 points shall be assigned.

# REQUEST FOR INCLUSION ON THE DRINKING WATER PRIORITY LIST

*Table 1*

<u>Project Component</u> (select all components that apply)	<u>Component Priority Score</u>	<u>Component Construction Cost</u>
<b>Acute Public Health Risk</b> <input type="checkbox"/> <b>1a.</b> E-Coli or Fecal Coliform Exceed MCL (62-550.310(5), F.A.C.) <input type="checkbox"/> <b>1b.</b> Nitrate, Nitrite, or Total Nitrogen Exceed MCL (62-550.310(1), F.A.C., Table 1) <input type="checkbox"/> <b>1c.</b> Lead or Copper Exceed Action Level (62-550.800, F.A.C.) <input type="checkbox"/> <b>1d.</b> Surface Water Filtration/Disinfection Noncompliance (62-550.817(2), F.A.C.)	800 points <input type="checkbox"/>	_____
<b>Potential Acute Public Health Risk</b> <input type="checkbox"/> <b>2a.</b> Nitrate, Nitrite, or Total Nitrogen 50% of MCL (62-550.310(1), F.A.C., Table 1) <input type="checkbox"/> <b>2b.</b> Microbiologicals Exceed MCL (62-550.310(5), F.A.C.) <input type="checkbox"/> <b>2c.</b> Surface Water Enhanced Filtration/Disinfection Noncompliance (62-550.817(3), F.A.C.) <input type="checkbox"/> <b>2d.</b> State Health Certification of Acute Health Risk, Unregulated Microbiological Contaminant <input type="checkbox"/> <b>2e.</b> Violation of Disinfection Requirements (62-555.320(12), F.A.C.)	700 points <input type="checkbox"/>	_____
<b>Chronic Public Health Risk</b> <input type="checkbox"/> <b>3a.</b> Inorganic/Organic Contaminant Exceed MCL (62-550.310(1) & (4), F.A.C., Tables 1,4,5) <input type="checkbox"/> <b>3b.</b> Disinfection Byproducts Exceed MCL (62-550.310(3), F.A.C., Table 3) <input type="checkbox"/> <b>3c.</b> Radionuclides Exceed MCL (62-550.310(6), F.A.C.)	600 points <input type="checkbox"/>	_____
<b>Potential Chronic Public Health Risk</b> <input type="checkbox"/> <b>4a.</b> Inorganic/Organic Contaminant 50% of MCL (62-550.310(1) & (4), F.A.C., Tables 1,4,5) <input type="checkbox"/> <b>4b.</b> Disinfection Byproducts 80% of MCL (62-550.310(3), F.A.C., Table 3) <input type="checkbox"/> <b>4c.</b> State Health Certification of Chronic Health Risk, Unregulated Chemical Contaminant	500 points <input type="checkbox"/>	_____
<b>Compliance-1 Projects (documentation must be attached or default to Compliance-2 score)</b> <input type="checkbox"/> <b>5a.</b> Infrastructure upgrades to facilities undersized, exceed useful life, or with equipment failures <input type="checkbox"/> <b>5b.</b> Insufficient water supply source, treatment capacity, or storage <input type="checkbox"/> <b>5c.</b> Water distribution system pressure less than 20 psi <input type="checkbox"/> <b>5d.</b> Eliminate dead ends and provide adequate looping in a distribution system <input type="checkbox"/> <b>5e.</b> Replace distribution mains to correct continual leaks, pipe breaks, and water outages <input type="checkbox"/> <b>5f.</b> New water system or extension of existing system to replace contaminated or low yield wells <input type="checkbox"/> <b>5g.</b> Lack of significant safety measures (e.g. chemical containment) <input type="checkbox"/> <b>5h.</b> Secondary Contaminant MCL Exceedance (62-550.320, F.A.C.) <input type="checkbox"/> <b>5i.</b> Drinking water supply project as defined in 403.8532(9)(a), F.S.	400 points <input type="checkbox"/>	_____
<b>Compliance-2 Projects</b> <input type="checkbox"/> <b>6a.</b> Treatment, Storage, Power, and Distribution Requirements (62-555.320, F.A.C.) <input type="checkbox"/> <b>6b.</b> Minimum Required Number of Wells (62-555.315(2), F.A.C.) <input type="checkbox"/> <b>6c.</b> Well Set-back and Construction Requirements (62-555.312 and 62-555.315, F.A.C.) <input type="checkbox"/> <b>6d.</b> Cross-Connection Control Requirements (62-555.360, F.A.C.) <input type="checkbox"/> <b>6e.</b> Physical Security Project Documented in a Vulnerability Analysis <input type="checkbox"/> <b>6f.</b> Consolidation or regionalization of public water systems <input type="checkbox"/> <b>6g.</b> Water or Energy Conservation Project	300 points <input type="checkbox"/>	_____
<input checked="" type="checkbox"/> <b>7. All Other Projects (including land or public water system acquisition projects)</b>	100 points <input checked="" type="checkbox"/>	_____

**Note:** Item 2d. and 4c. of Table 1 requires a State Health Officer to complete the form “Certification of a Public Health Risk”. If 50% or more of wells meet contaminant levels from Table 1 above, then select the appropriate health risk category in Table 1. Flooded wells and wells under the direct influence of surface water are considered an unregulated microbiological potential acute public health risk and require documentation of occurrence in lieu of sampling data.

**7. Affordability Score.** The extent of affordability existing in a small community to be served by the project shall be reflected in the priority score. Points shall be awarded based upon two affordability criteria: median household income (MHI) and population (P) served. These points are to be added to the base priority score. Calculate the affordability score using the following formulas:

$$\text{Affordability Score} = (\text{MHI Score} + \text{Population Score})$$

$$\text{MHI Score} = 100 \times (1.00 - \text{MHI}/\text{SMHI}), \text{ zero} \leq \text{MHI score} \leq 75, \text{ rounded to nearest whole number}$$

$$\text{Population Score} = 50.0 - (P/200), \text{ population score} \geq \text{zero}, \text{ rounded to nearest whole number}$$

**8. Water Conservation Score.** A project sponsor with a qualifying water conservation project is eligible to receive an additional 100 points added to their base priority score if the sponsor provides a water conservation plan in accordance with EPA’s Water Conservation Plan Guidelines document number EPA-832-D-98-001, August 6, 1998.

**9. Total Priority Score.** Total priority score equals the base priority score plus the affordability score. (complete a. through d. below)

# REQUEST FOR INCLUSION ON THE DRINKING WATER PRIORITY LIST

- a. Base priority score: 100 points.
- b. Affordability score: \_\_\_\_\_ points (> zero).
- c. Water Conservation score: 0 points.
- d. Total priority score: \_\_\_\_\_ points (sum of items a. and c.)

**10. Estimated Project Cost.** (complete a. through i. below)

(enter \$0 if activity is not applicable)

<u>Project Activity</u>	<u>Cost</u>
a. Planning.	<u>\$400,000</u>
b. Design (not applicable if a D/B project).	_____
c. Eligible land (necessary land divided by total land times purchase price).	_____
d. Constr., equip., material, demo. & related procurement (include design if D/B project).	_____
e. Construction contingency (10% of 'd', only applicable for Design/Bid/Build projects).	_____
f. Technical services during construction and after bid opening.	_____
g. Asset management plan per 62-552.700(7), F.A.C.	_____
h. <u>Total project costs</u> (sum of a. through g.).	_____
i. <u>Loan amount requested</u> by the sponsor in this RFI (assume no principal forgiveness).	<u>\$400,000</u>

List all funding sources (including grants for this project): City funds.

**11. Project Schedule.** (complete a. through d. below)

<u>Project Activity</u>	<u>(M/D/YY)</u>
a. Submit planning documents.	_____
b. Submit design/bid documents or RFQ/RFP for CMR & D/B projects.	_____
c. Start construction.	_____
d. Complete construction.	_____

**12. Project Information.** Provide the following information, if applicable.

(select all items below that are attached to this RFI)

- Project description, location with lat/long (degrees), water system PWS ID, and project need (*this is a required attachment*).
- Map of city and county limits, existing and proposed service area, and project area (*this is a required attachment*).
- Lab data, lab data with operational records, or substantiated documentation in lieu of lab data for public health risk projects.
- Certification of a Public Health Risk form completed by a State Health Officer.
- Supporting documentation for projects identified under the Compliance-1 project categories from Table 1 above.
- Project schedule showing plans and specs completion within 1-year of the execution date of a planning/design loan.
- Supporting documentation if MHI not taken from current U.S. Census data.
- Water Conservation Plan in accordance with EPA guidelines.

**13. Certification by an Authorized Representative.** I certify that this form and attachments have been completed by me or at my direction and that the information presented herein is, to the best of my knowledge, accurate and true.

shedy@lakeworthbeachfl.gov

(signature)	(date)	(e-mail)
Sam Heady	Water Utilities Director	
(print name)	(print title)	

Email the completed RFI form with attachments to [SRF.Reporting@dep.state.fl.us](mailto:SRF.Reporting@dep.state.fl.us) or mail to the Florida Department of Environmental Protection, State Revolving Fund Program, 3900 Commonwealth Blvd, Tallahassee, Florida 32399-3000.

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** June 27, 2023

**DEPARTMENT:** Water Utilities

**TITLE:**

Resolution No. 23-2023 – Designate Sam Heady as the City’s Board Member for the East Central Regional Water Reclamation Facility (ECR) representing Lake Worth Beach

**SUMMARY:**

This resolution is to designate Sam Heady, the new Water Utilities Director, as the Board Member representing the City of Lake Worth Beach at the ECR board and Julie Parham to continue as the Alternate Member.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach sends its wastewater to the ECR facility for treatment, along with its seven subregional partners’ wastewater. The City has an Interlocal Agreement with the City of West Palm Beach, who operates and maintains the facility, to be able to send the wastewater and to have a member on the Board to make decisions on the City’s behalf for the ECR facility. Currently, Brian Shields is the ECR Board member, but with his pending retirement, Sam Heady has started as Water Utilities Director and will represent the City as ECR Board Member. Julie Parham, Assistant Water Utilities Director, has served as the Alternate Member for the City and will continue to do so.

**MOTION:**

Move to approve/disapprove Resolution No. 23-2023 – Designate Sam Heady as the City’s Board Member for the East Central Regional Water Reclamation Facility (ECR) representing Lake Worth Beach.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution 23-2023

RESOLUTION NO. 23-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPOINTING SAM HEADY AS THE EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY BOARD MEMBER REPRESENTING THE CITY OF LAKE WORTH BEACH AS CURRENT BOARD MEMBER BRIAN SHIELDS IS RETIRING; WITH JULIE PARHAM TO CONTINUE AS ALTERNATE BOARD MEMBER IN THE ABSENCE OF SAM HEADY; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the City of Lake Worth Beach ("CITY") is a partner of the East Central Regional Water Reclamation Facility ("ECR") and has been sending its wastewater to the facility for over 30 years now as part of an Interlocal Agreement with the City of West Palm Beach, who owns and maintains the facility; and

WHEREAS, the City of Lake Worth Beach is one of five partners that have members on the board represented by each entity with an alternate member as well that attends monthly board meetings and other special meetings to approve budgets, procurements and keep abreast of projects and operating and maintenance work; and

WHEREAS, Brian Shields, the current City of Lake Worth Beach board member, is retiring and Sam Heady will be the new the Water Utility Director and as such will represent the City as the Board Member at the ECR.

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

SECTION 1: Sam Heady will be the ECR Board Member representing the City of Lake Worth Beach and Julie Parham will continue to be the Alternate Member.

SECTION 2: 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 Kimberly Stokes  
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** June 27, 2023

**DEPARTMENT:** Electric Utility

**TITLE:**

Purchase Order with Ametek Power Instruments

**SUMMARY:**

The Purchase Order authorizes Ametek Power Instruments to provide thirteen (13) new meters for the Power Plant at a cost not to exceed \$97,006.00. This project is to address obsolescence in technology that has limited the new communications protocols available for cross company data transfer.

**BACKGROUND AND JUSTIFICATION:**

The existing power plant meters were installed upon commission of the power plant and are used not only to know total power output of the units but to provide live metering to our power purchaser and tie-point partner. This metering equipment with our tie-point neighbor were identified as not allowing communication in such a manner that would cooperate with the newer protocols used. In addition, multiple meters no longer have digital readout capability and are being read manually by our partners to get the most accurate data on time. Through what seems as consistent failures and the start of repair services of these 50+ year old meters, a budget item was created by staff internally to address the more critical units for upgrade to modern metering equipment. The new meters are equipped with the newest communications protocol, safety measures, accuracy, and load data profiling which can internally track the use and trends internally over time. In collaboration with our neighboring utility and powerplant personnel we will be doing the direct replacements internally. Due to the age of the existing meters, retrofit options were not possible. These replacements will include complete removal of the existing unit and then rewiring to the new unit based on existing drawings followed by full testing to ensure accurate data using the City's internal staff. When finished with commissioning, the new meters will be able to provide the necessary data digitally to our neighbor and purchase partner as well as the city to ensure accurate power flow tracking.

**MOTION:**

Move to approve/disapprove the Purchase Order authorizes Ametek Power Instruments to provide thirteen (13) new meters for the Power Plant at a cost not to exceed \$97,006.00.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Ametek Quote  
Sole Source Letter

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
<b>Inflows</b>					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows</b>					
Operating	0	0	0	0	0
Capital	\$97,006.00	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$97,006.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time Employee Positions</b>					
	0	0	0	0	0

<b>Contract Award - Existing Appropriation</b>	
	<b>Expenditure</b>
<b>Department</b>	Electric Utility
<b>Division</b>	T & D
<b>GL Description</b>	Improve Other than Build / Infrastructure
<b>GL Account Number</b>	421-6020-531-6315
<b>Project Number</b>	EL2302
<b>Requested Funds</b>	\$97,006.00



**POWER INSTRUMENTS**

**Northeast & East Canada Regional**

255 North Union Street, Rochester, NY 14605 U.S.A.  
Telephone: 585-238-478-4860 Fax: 585-454-7805  
E-mail: sal.cardella@ametek.com

**To: Lake Worth Beach Utilities  
1900 2nd Avenue North  
Lake Worth Beach, FL 33461**

**Date: May 15, 2023**

**Attn: David Martyniuk Tel.**

**From: Sal Cardella Tel: 585-478-4860/Fax: 585-454-7805**

**Subject: JEMStar II Meter Quote**

\*\*\*\*\*

**Quote #: 051523SC01**  
**Validity: 90 Days**  
**Lead Time: 4-6 Weeks**  
**Shipping Terms: Factory Prepaid & Add**  
**Payment Terms: Net 30**  
**Warranty: 5 Years from shipment**

\*\*\*\*\*

Dear David,

Thank you for the opportunity to quote the JEMStar II Revenue Meter and your interest in Ametek Power Instruments.

High precision and ease of use best describe the JEMSTAR II revenue meter. Quick intuitive setup using Windows based software makes configuration a breeze. For revenue and billing, the JEMSTAR's II 10 year guaranteed high accuracy of 0.05% guarantees that every measurement is properly accounted for. The JEMStar II has a 10 digit color graphical display which will help the operator view registers as well as full site diagnostics. Anticipate loads in advance with our demand prediction option. Our advanced communication options provide many choices and protocol platforms for easy access to our metering data. For peace of mind, your site conditions are continuously monitored with our diagnostic tools that notify you quickly of any impending problem.

Please see the following pages for the JEMStar II options we can provide. Should you have any questions, please do not hesitate to contact me.

Regards,

*Sal Cardella*

Sal Cardella  
Regional Manager – Southeast  
Ametek Power Instruments  
585-478-4860  
Sal.cardella@ametek.com

**The following is a summary of the unit specifications:**

- Auto ranging potentials 55-530 Vac
- Available current class 20, 10, and 2
- Universal power supply
  - 55-530 Vac, 90-265 Vdc
  - Standard with all switchboard meters
  - Special ordered with socket and A-base meters
- Meter forms 5, 6, and 8, 9, 45 Universal available
- Highest accuracy on the market. Watt-hour 0.05% guaranteed 0.01% typical. Certified to ANSI 12.20 and IEC 687.
- Advanced Color Graphic display enables real time vector diagram, communication status, alarms page and custom customer messages and headers.
- Programmable using our Windows based software JEMWare II and also using our panel buttons on the front of the meter.
- Easy to set up display registers with up to 50 normal, 50 alternate and 50 test registers
- Display registers can be set up as 6 -10 digits
- Displays registers can auto scroll or be manually scrolled when configured with Jemware II.
- 4 quadrant metering as well as per phase quantities
- 16 channels load profile standard and can be upgraded at the factory and in the field for Qty (2) 16 channels separately configurable load profile channels (Extra fee required)
- Load profile information can be turned on and off by a contact input if a DI/DO board is added.
- 8 Time of Use rates standard
- TLC and line loss configured with Jemware II.
- Site monitor and threshold alarms for sags, swells, per phase, V, I, PF, Power Reversal, etc.
- Demand prediction standard
- 4 scalable analog outputs optional (additional fee). User defined functions using JEMWare II.
- Three simultaneous serial communication ports available (RS232, RS232/RS485, RS232/RS485)
- 56K Internal modem available
- Ethernet – DHCP or Fixed IP Address, Single or Dual (Up to 12 simultaneous users each)
- An optical port standard
- Modbus and DNP 3.0 protocols standard
- Analog & contact I/O (optional) internal to the meter

**Item 1 - JEMStar II Electricity Revenue Meter**

**Model Code:** JSII-UR6010-1B/2B/3A/DIO/AO1-IB-PQ

**Quantity:** 13

- JSII** -- JEMSTAR II revenue meter w/ DNP, ModBus and 16 Channels Load Profile
- U** -- Universal Form 5/9, 3 Phase, 4 Wire WYE, 3 Wire Delta (Available with A-base & SWBD Only)
- R** -- Switchboard Enclosure
- 60** -- 60 Hz Operation
- 10** -- Current Class 10
- 1B** -- Dual Serial Port (1 Port Configurable for RS232/RS485)
- 2B** -- Dual Ethernet port
- 3A** -- Analog Modem
- A01** -- Qty (4) Analog Outputs (0 – 1 mAdc)
- IB** -- IRIG-B Time Sync
- PQ** -- PQ Ready

-

**Item 1 - Price Each (Ex-Works Rochester, NY) .....Price: \$7,462.00 USD Each**

**Quantity: 13 .....Price: \$97,006.00 USD**

## Meter Packaging (Retrofits Available Upon Request)



Switchboard Meter



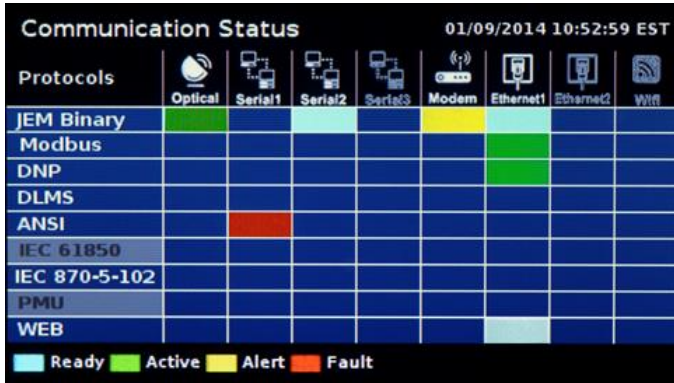
Socket Meter

## Register Screens

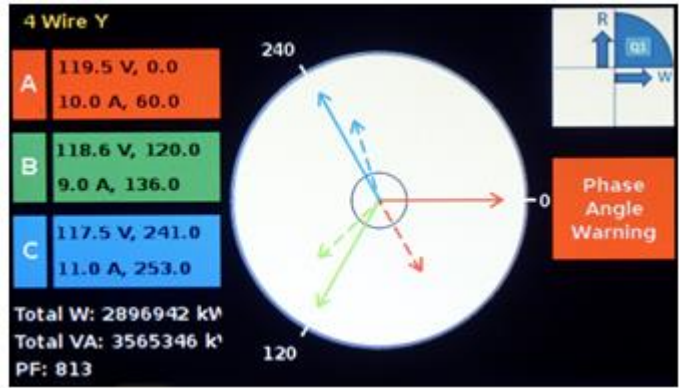


Configurable Registers per Screen (1, 2, 3 or 4 registers)

## Diagnostic Screens



Communication Status



Site Diagnostics (Vector Screen)

## Meter Display Menu



Available Using Five Grey Buttons under the Globe

# Meter Security

The JEMStar II includes security features that satisfy NERC CIPS requirements. Username & password combinations are required to access secure data and configuration details. The meter communications are password protected to prevent unauthorized access. Ethernet connections can be restricted to select IP addresses. Audit logs store all access attempts; including meter connection, configuration, firmware changes and data access with username and time/date for each occurrence. The audit log requires permission to view and cannot be modified or deleted from the meter.

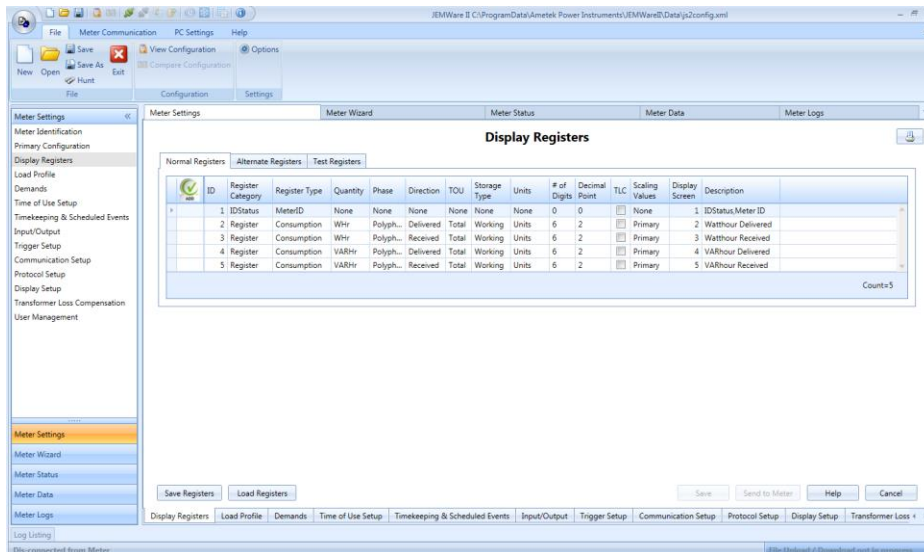


## Item 2 – Meter Software

**JEMWare II - Meter configuration software** - The JEMStar II is easy to configure with AMETEK’s intuitive JEMWARE Software that includes a Configuration Wizard to guide you through the necessary set-ups for your metering application.

- True Windows based software
- Built in Configuration Wizard
- Help menus available for all screens
- Admin and Individual logins (Up to 12)
- View real time data on-site
- Vector Diagrams to verify site status.
- TLC & LLC configuration
- Individual configuration files
- Can be programmed off-line.
- View Registers Values & Load Profile

### View Events and Alarms



**Price per copy ..... Price: Included with Meter**



## JEMStar II Retrofits

The AMETEK JEMStar High Accuracy Revenue meter is available in several plug and play configurations to retrofit your old meters. This speeds up your installation time and reduces your costs by re-using your existing meter enclosure and wiring. The JEMStar is a form-fit-function replacement of your old meter and provides the added advantage of higher accuracy, more communication choices and more capabilities.

### **Cost Effective Upgrade**

The JEMStar Retrofit can be installed in a fraction of the amount of time required for other replacements. In most cases, it can be done without disconnecting power or removing any wiring. The retrofit kit includes all materials and hardware for a plug and play installation into your existing enclosure. It's as simple as:

1. Remove the enclosure cover
  2. Pull out meter stab plate and old meter
  3. Insert the new meter cover adaptor
  4. Slide in new JEMStar retrofit
  5. Insert the meter stab plate and new cover
- Your done!

The JEMStar Retrofit can be easily cost-justified by the reduced installation cost alone.



<b>J1</b>	JEM-1 Tall Switchboard Retrofit
<b>J1F</b>	JEM-1 Front Mounted Terminals
<b>J2</b>	JEM-2 Retrofit (Includes Cradle & Door Assembly)
<b>J10</b>	JEM-10 Retrofit
<b>JS</b>	JEMStar Retrofit
<b>Q</b>	Quantum 121 & 220 Replacement (Includes Cradle and Door Assembly)
<b>Q4</b>	Quad 4 Retrofit
<b>TD</b>	MarkV Switchboard Retrofit
<b>G1</b>	GE DS63 Retrofit
<b>G2</b>	GE DSW63 Retrofit (must include 5KYZ option)
<b>G3</b>	GE DS64 Retrofit
<b>G4</b>	GE DSW64 Retrofit (must include 5 KYZ option)
<b>G5</b>	GE Phase 3 Retrofit
<b>G6</b>	GE DS65 Retrofit
<b>W1</b>	Westinghouse Retrofit (Westinghouse D2B-2F, D4B-8F)



**POWER INSTRUMENTS**

**Rochester**

255 North Union Street, Rochester, NY 14605  
Telephone: 585-478-4860 Fax: 585-454-7805  
E-mail: Sal.Cardella@ametek.com

**May 11, 2023**

To whom it may concern at Lake Worth Beach Electrical Utilities:

Subject: AMETEK Factory Authorized Sales Agent for JEMStar II Meters for Florida.

This letter is to acknowledge that GHMR is the single source Sales Agent representing AMETEK JEMStar II Meters for Southeast Florida.

Feel free to contact me directly should you have any questions or concerns; I am looking forward to assisting you.

Best Regards,

Sal Cardella

A handwritten signature in black ink that reads "Sal Cardella".

Southeast Regional Manager

**SCIENTIFIC  
COLUMBUS**



**Pulsar**

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** June 27, 2023

**DEPARTMENT:** Electric Utility

**TITLE:**

Third Amendment to LE Myers Work Order No. 7

**SUMMARY:**

This Third Amendment to Work Order No. 7 authorizes The L.E. Myers Co., to complete additional construction services for the 7th Ave. North Circuits voltage conversion and storm hardening project in the amount not to exceed \$504,009.20.

**BACKGROUND AND JUSTIFICATION:**

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

On March 25, 2021, the City Commission approved Work Order No. 7 with The L.E. Myers Co., to complete storm hardening and voltage conversion for the 0702, 0703 & 0704 circuits.

The 7<sup>th</sup> Avenue North circuits 0702, 0703 and 0704 previously operated at 4kV and are supplied power from the 7<sup>th</sup> Avenue North substation. The new 7<sup>th</sup> Ave North substation will have an operating voltage of 26kV thus requiring voltage upgrades from 4kV to 26kV on 0702, 0703 and 0704 feeders.

During the construction phase of the project, additional work was identified to continue construction coordination efforts with the 7<sup>th</sup> Avenue North substation build and the storm hardening and voltage conversion projects. The original project construction included the overhead section over I-95 for system hardening by replacing utility structure on both sides of the highway and adding spacers between the conductors. This work was originally quoted for \$195,757.28. The City of Lake Worth Beach was forced to change the design for safety and reliability and convert the section of 0703 that ties to 3N11 from overhead to underground that is over the highway. The change will also include undergrounding a section of 1E09 to completely eliminate any overhead wires spanning over the highway. This will eliminate any future possible failure and greatly increase the safety to the public traveling on the highway. The revised scope of work will cost an additional \$504,009.20 to be implemented. Since L.E. Myers was already contracted for all 7<sup>th</sup> Ave. N. storm hardening and voltage conversion which included the tie-point of 3N11 and 0703 circuits, the City of Lake Worth Beach chose to keep the contractor for the modified scope. The costs to complete the additional work is not to exceed \$504,009.20.

**MOTION:**

Move to approve/disapprove Third Amendment to Work Order No. 7 to The L.E. Myers Co. to complete 7<sup>th</sup> Ave. N. circuits 0702, 0703, 0704 storm hardening and voltage conversion in the amount not to exceed \$504,009.20.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Third Amendment

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Inflows					
Current Appropriation	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					
Operating	0	0	0	0	0
Capital	\$504,009.20	0	0	0	0
Net Fiscal Impact	\$504,009.20	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric Utility
Division	T & D
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-531-63-15
Project Number	SH 2121 & SH 2239
Requested Funds	\$504,009.20

## THIRD AMENDMENT TO WORK ORDER NO. 7

### Additional Construction Services for the 7<sup>th</sup> AVE N Circuits 0702, 0703 and 0704 Storm Hardening & Voltage Conversion

**THIRD AMENDMENT to WORK ORDER NO. 7** for System Hardening and Reliability Improvements ("Amendment" hereafter) is made on \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and The L. E. Myers Co., a Florida corporation ("Contractor").

#### **1.0 Project Description:**

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: 7<sup>th</sup> AVE N Circuits 0702, 0703 and 0704 Storm Hardening & Voltage Conversion (the "Project").

#### **2.0 Scope**

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

#### **3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Amendment shall be within 180 calendar days from the Effective Date of this Amendment. Final completion of all services and work (and all punch-list items (if any)) under this Amendment shall be within 180 calendar days from the Effective Date of this Amendment. The Effective Date of this Amendment is the date following the parties' execution of this Amendment and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Amendment, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

**Liquidated Damages.** The City and Contractor recognize that time is of the essence under this Amendment and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Amendment and the Contract Documents are not completed within the times specified in this Amendment. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City 1 dollar (\$1 .00) for each day that expires after the time specified in this Amendment.

#### **4.0 Compensation**

This **Amendment** is issued for a not to exceed amount of \$ 504,009.20 . The attached Change Order identifies all costs and expenses included in the lump sum, not to exceed amount.

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

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#### **5.0 Project Manager**

The Project Manager for the Contractor is Raymond Richards, phone: 407-466-4663; email: [RRichards@mygroup.com](mailto:RRichards@mygroup.com); and, the Project Manager for the City is Jean St. Simon, phone: 561-586-1699; email: [jssimon@lakeworthbeachfl.gov](mailto:jssimon@lakeworthbeachfl.gov)

#### **6.0 Progress Meetings**

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

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

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

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

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

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

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

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

**8.0 Warranty**

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

**7.0 Authorization**

This Second Amendment to Work Order No. 7 is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated May 15, 2018 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Contract, the terms and conditions of the Contract shall prevail.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Work Order No. 7 on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

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

CONTRACTOR: **L.E. Myers Co.**

By: [Signature]

[Corporate Seal]

Print Name: Raymond RICHARDS

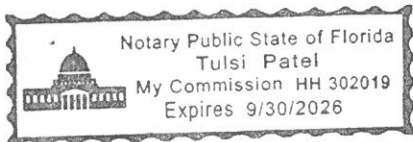
Title: SR OPS MANAGER

STATE OF FLORIDA )  
COUNTY OF lake )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 15 day of May 2023, by Raymond Richards, as the SR OPS Manager [title] of L.E. Myers Co., a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced FID 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 "1"**  
**Contractors Change Order**



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

407-466-4663 Phone

**Raymond Richards**  
District Manager

Equal Opportunity Employer

May 11th, 2023  
Jean St Simon  
Engineering  
City of Lake Worth

**RE: 7<sup>th</sup> Ave. OH to UG I-95 Crossing**

Dear Jean:

Thank you for allowing us the opportunity to work with you and the City of Lake Worth for your upcoming 7<sup>th</sup> Ave. OH to UG I-95 Crossing. L.E. Myers recognizes that this work is critical to your system and we are committed to working hand and hand with the City to achieve the success of this project as well as their system wide program goals.

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

**Original Scope: \$ 195,757.28**

**Revised Scope of Work: \$ 699,766.48**

**Total Lump Sum Increase: \$ 504,009.20**

**Pricing Breakdown:**

- LE Myers additional scope **\$ 224,469.20**
  - Install 3 new ductile iron 60' poles.
  - Install 2 new wood 50'-60' poles.
  - Reframe 4 locations.
  - Install 2 new spans of 1/0
  - Remove 3 existing spans of 1/0
  - Remove 2 additional feeder spans of 556.
  - Install additional guying and anchoring.
  - Traffic control for all new scope work.
  
- WILCO additional scope **\$ 279,540.00**
  - Furnish Bore Pipe.
  - Install Directional Bore.
  - Install Cable.
  - Build Risers.
  - Provide MOT.
  - Does not include supplying cable or terminations.
  - Quote is dependent upon obtaining an area to layout, fuse and pull conduit.
  - Additional Measures needed for pipe layout would require a change order.

### **LE Myers Crew Composition:**

Our crew structure will be compromised of one (1), six (6) man crew, and below we will detail their composition:

These six (6) men crew, will work the design based on the three stages provided on BHI's drawings. We will first install the new locations, reframe existing pole locations, and relocate circuits taps. Wilco will begin directional boring and building risers. LEM will remobilize and remove conductors across I-95 and ancillary pole locations.

- 1-FM, 2-JL, 3-Ap
  - Pick-up
  - 55' Material Handler Bucket
  - 55' Material Handler Bucket
  - 105' Bucket
  - 105' Bucket
  - 60' Digger Derrick
  - Pole Trailer
  - Material Trailer
  - Air Compressor
  - Light Plants

### **Schedule:**

Estimated duration for this project is four (4) weeks. We anticipate construction to start late August to early September. I-95 permitting is expected to require 3 months to obtain. This process will begin upon LEM receiving a PO. I-95 permitting is a critical task that possess inherent scheduling risk that must be taken in consideration when determining construction start and in-service dates. Our pricing is firm until 12/31/23.

In closing, we truly appreciate the opportunity and look forward to working with the team at the CLWB. We are confident we will complete this project with great success.

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

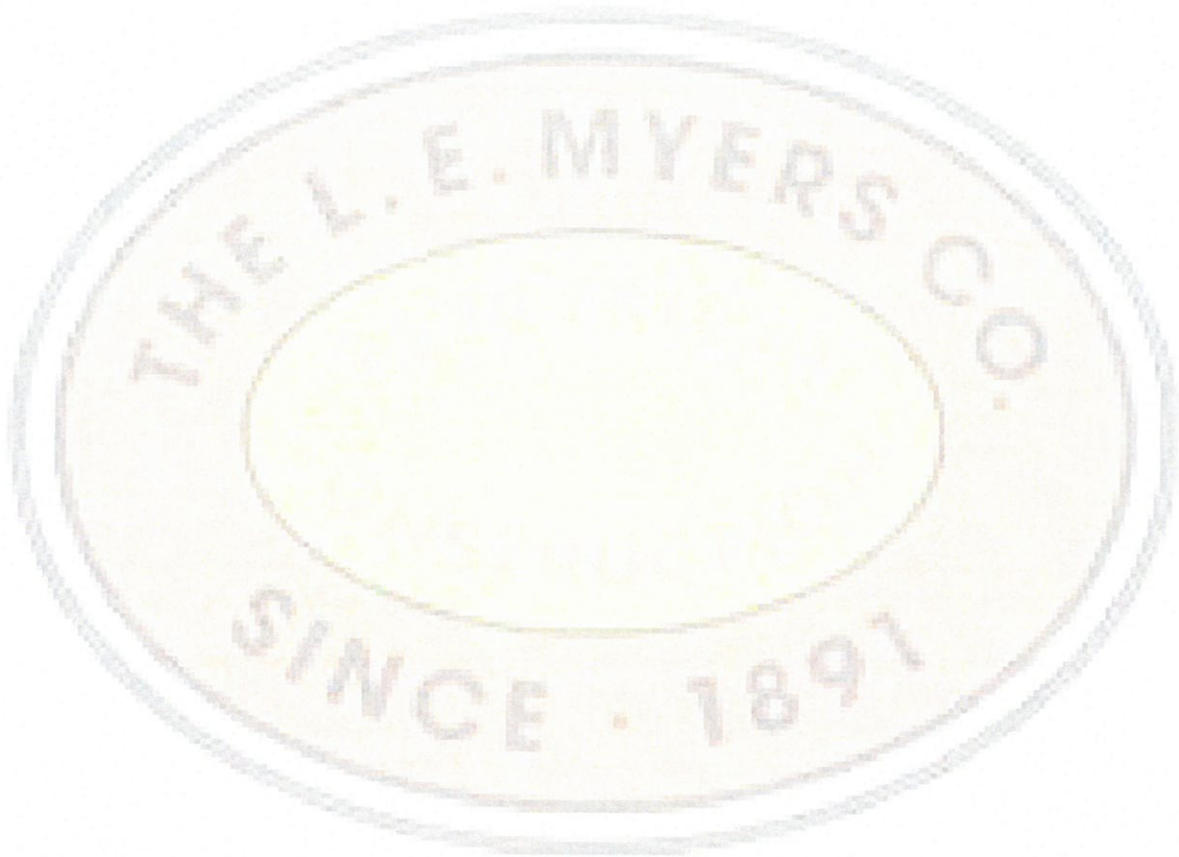
Sincerely,  
The L. E. Myers Co.

Raymond Richards  
Sr. Ops. Manager



Assumptions / Clarifications:

- *It is our understanding that locations 1 & 6 will be risers for circuit 703.*
- *It is our understanding that locations 2 & 5 will be risers for circuits E09.*
- *Night work is not included, with exception of the I-95 wire removal.*
- *All materials to be furnished by others, and on site prior to mobilization.*
- *All MOT will be the responsibility of L.E. Myers Co.*
- *Railroad flagman have not been included.*
- *Road Permits have not been acquired; delays may be encountered.*
- *Two Mobilizations are included in our proposal, it is assumed all work can be performed in a continuous manner during these mobilizations.*





**Change of Scope**

**TO:** All Interested Parties

**FROM:** Jakub Pajak

**DATE:** May 11, 2023


**REF:** Justification of Change of Scope for Project: 7<sup>th</sup> Ave. N. Circuits 0702, 0703 and 0704 Storm Hardening & Voltage Conversion

**SUBJECT:** Justification of Change of Scope

Project generally described as 7<sup>th</sup> Ave N Circuits 0702, 0703 and 0704 Storm Hardening & Voltage Conversion was proposed and quoted by L.E. Myers Co. on March 4<sup>th</sup>, 2021. The construction design for storm hardening consists of overhead utility pole replacement with larger and stronger structures to mitigate any damage and eliminate long duration outages caused by large storms such as hurricanes. The voltage conversion reduces overloading as identified in a system study performed on the distribution system. In preparations for voltage conversion from 4kV to 26kV the original scope included hardening and tie-connection to circuit 3N11 in order for the conversion to place load on the 0703 circuit. The location of this circuit hardening and tie-connection is directly over I-95 and spans parallel to 7<sup>th</sup> Ave. North. Additionally, circuit 1E09 was also hardened as it is attached to the same utility poles as circuit 3N11.

On January 22<sup>nd</sup>, 2022 the overhead conductors directly over I-95 along 7<sup>th</sup> Ave. N. failed and ripped apart to fall down onto the highway at 11:39 AM. Specifically this was the location where circuit 0703 connected to 3N11 that failed. This situation created a serious safety risk to the public traveling on the highway, as large metal conducting wires landed perpendicular to the traveling directions of the highway.

The original project construction included the overhead section over I-95 for system hardening by replacing utility structure on both sides of the highway and adding spacers between the conductors. This work was originally quoted for \$195,757.28. Due to the failure of the wire over I-95 the plans and scope changed to include the repair of the overhead equipment. The cost of the overhead repair was not insignificant when compared to underground and the long-term benefits analysis for underground versus over I-95 were not comparable. City of Lake Worth Beach was inclined to change the design for safety and reliability and convert the section of 0703 that ties to 3N11 from overhead to underground that is over the highway. The change will also include undergrounding a section of 1E09 to completely eliminate any overhead wires spanning over the highway. This will eliminate any future possible failure and greatly increase the safety to the public traveling on the highway.



The revised scope of work will cost an additional \$504,009.20 to be implemented. Since L.E. Myers was already contracted for all 7<sup>th</sup> Ave. N storm hardening and voltage conversion which included the tie-point of 3N11 and 0703 circuits, City of Lake Worth Beach chose to keep the contractor for the modified scope.

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** June 27, 2023

**DEPARTMENT:** Electric Utility

**TITLE:**

Agreement with ABB Inc., for the purchase of magnetically actuated 38kV vacuum circuit breakers

**SUMMARY:**

Agreement with ABB Inc. (ABB), authorizes ABB to provide magnetically actuated 38kV vacuum circuit breakers for use at the City's electrical substations at a cost not to exceed \$450,000. The magnetically actuated 38kV vacuum circuit breakers have been identified as critical components for the City's electric utility System Hardening and Reliability Improvement Projects (SHRIP) and for which bonds were sold in November 2020.

**BACKGROUND AND JUSTIFICATION:**

In 2023, the City issued Request for Proposals (IFB 23-105) for the procurement of magnetically actuated 38kV vacuum circuit breakers for use on the City's electrical substations.

The magnetically actuated 38kV vacuum circuit breakers will be installed in City's substations as they are rebuilt and updated with new, technologically advanced equipment, including the Canal 8-Bay distribution substation. The breakers serve as electric system protection devices on the 26.4 kV feeders and sub-transmission loops in order to increase service and reliability to thousands of customers.

The ABB R-Mag breakers operate in similar fashion to breakers found in a household breaker panel. When a fault on the power line is experienced, the breaker will open and disrupt power based on voltage and current thresholds programmed in the breaker relay device. This function is critical in life-safety protection as well as protecting system equipment when a fault is experienced.

The R-MAG® is truly the next generation in medium voltage vacuum circuit breaker technology. ABB is the first to combine the unique benefits of vacuum interrupter technology with a magnetic actuator designed to exploit these capabilities. Using a flux-shifting device with integral permanent magnets, the R-MAG mechanism has only one moving part. With simple open and close coils, an electronic controller and capacitors for energy storage, the R-MAG circuit breaker mechanism is capable of 10,000 load operations. These are a few of the features that mark departure from the conventional spring-operated mechanism, introducing new capabilities and benefits for a smarter distribution system. To continue with the SHRIP program, the City is requesting the purchase of additional magnetically actuated 38kV vacuum circuit breakers and is requesting a not-to-exceed increase in the Agreement with ABB.

Agreement with ABB, authorizes ABB to provide magnetically actuated 38kV vacuum circuit breakers for use on the City's electrical distribution systems and substations at a cost not to exceed \$250,000 for Fiscal Year 2023.

**MOTION:**

Move to approve/disapprove Agreement with ABB Inc. for the purchase of magnetically actuated 38kV vacuum circuit breakers at a cost not to exceed \$250,000 for Fiscal Year 2023.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement  
Bid Tab

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Inflows					
Current Appropriation	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					
Operating	0	0	0	0	0
Capital	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Net Fiscal Impact	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric Utility
Division	T & D
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6020-531-6315
Project Number	SH2113
Requested Funds	\$ 250,000



**AGREEMENT FOR GOOD AND SERVICES**  
**(Magnetically Actuated 38kV 1200/2000A Outdoor Vacuum Circuit Breaker)**

**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 **ABB, Inc.**, a Delaware Corporation with its principal office located at 305 Gregson Dr., North Carolina, 27511 (“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 # 23-105 for Magnetically Actuated 38kV 1200/2000A Outdoor Vacuum Circuit Breaker (“IFB”) for City of Lake Worth Beach Electric Utility, which IFB is incorporated by the reference into this Agreement; and

WHEREAS, the CITY received two (2) responses to the IFB including one (1) from the CONTRACTOR before the deadline; and

WHEREAS, the CONTRACTOR submitted the lowest, responsive and compliant bid; and

WHEREAS, the CITY requested minor changes in CONTRACTOR’s specifications and the CONTRACTOR submitted a revised specification under the same bid price with the revised specifications attached hereto as an Exhibit “B”; and

WHEREAS, the CITY desires to accept the CONTRACTOR’s revised bid specifications for CONTRACTOR to render the goods and services to the CITY as provided therein pursuant to the terms and conditions of this Agreement; 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 for initial period of one (1) year for a supply of Magnetically Actuated 38kV 1200/2000A Outdoor Vacuum Circuit Breaker with the option to renew for four (4) additional one (1) year periods for the supply of multiple units depending on an annual appropriation of the funds by the City Commission and mutual agreement by both parties. Rates shall remain firm for the 6 months of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after that term. During the renewal option(s), the City may utilize this Agreement to purchase additional Magnetically Actuated 38kV 1200/2000A Outdoor Vacuum Circuit Breakers. Should the City

require additional Magnetically Actuated 38kV 1200/2000A Outdoor Vacuum Circuit Breakers, the CITY and successful bidder will prepare and execute a written amendment to the Agreement setting forth the additional materials and/or services and the total not to exceed cost for the same prior to any such additional materials or services being provided by the successful bidder.

## **2. SPECIFICATIONS**

2.1 The specifications set forth in the IFB details the Magnetically Actuated 38kV 1200/2000A Outdoor Vacuum Circuit Breakers to be provided to the CITY. The CONTRACTOR's revised bid specifications, attached hereto as **Exhibit "B"** and incorporated herein, set forth further details for the furnishing of full engineering specifications, fabrication, testing, and delivery of the Magnetically Actuated 38kV 1200/2000A Outdoor Vacuum Circuit Breakers for the City's Electric Utility department.

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 ordering of the Magnetically Actuated 38kV 1200/2000A Outdoor Vacuum Circuit Breaker under this Agreement; however, the terms and conditions of the City Purchase Order shall not apply.

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

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

## **6. MAXIMUM COSTS**

6.1 The CITY shall compensate the CONTRACTOR in accordance with the CONTRACTOR's bid pricing, which is attached hereto and incorporated herein as **Exhibit "A"**. The total cost to be paid by the CITY to the CONTRACTOR shall not exceed \$250,000.00 (Two Hundred Fifty Thousand Dollars) annually. The maximum price change during the semiannual review shall be no more than 10% of the previous price.

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

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

## **17. ASSIGNMENT**

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

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

## **18. SUCCESSORS AND ASSIGNS**

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

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

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

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

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

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

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

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

## **22. NOTICES**

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach  
Attn: City Manager  
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:

ABB, Inc.

Attn: Konrad Izbinski, Sales Support Manager  
305 Gregson Drive  
Cary, NC 27511  
United States

### **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](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV) OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

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

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

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

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

**33. FEDERAL AND STATE TAX**

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

**34. PROTECTION OF PROPERTY**

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

**35. DAMAGE TO PERSONS OR PROPERTY**

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

### **36. WARRANTY**

36.1 CONTRACTOR warrants 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, beginning on January 1, 2021, 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.

### 40. PRICE ESCALATION CLAUSE

40.1 The baseline prices are the prices in effect on the Effective Date of a Blanket Purchase order. The baseline pricing that will be used for the semiannual price review will refer to the prices established at the start of the contract or the most recently revised pricing if a price change had been triggered per the stipulations below. For example, if the contract starts in January 2023, this will be the baseline pricing used when evaluating the pricing in July 2023.

- (a) For the BLS indices, a minimum threshold of 1% must be reached before a price change is initiated.
- (b) BLS data is from the Bureau of Labor Statistics website: <https://data.bls.gov/pdq/querytool.jsp?survey=pc>
- (c) The below shows the actual baseline price composition of the R-MAG product offering. The baseline will be calculated based on the three (3) month average BLS index value. The change will be calculated based on the indices three (3) month value from the same month term as the baseline. The variation from the base multiplied by the material cost listed in the table below. A spreadsheet with the matrix and calculation for new pricing will be supplied by ABB one (1) month prior to the price change.

#### Basic R-MAG

BLS Series ID	Description	% of total cost
PCU335313335313A	PPI industry data for Switchgear and switchboard apparatus <u>mfg</u> -Switchgear, excluding ducts and relays	100%

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services for Magnetically Actuated 38kV 1200/2000A Outdoor Vacuum Circuit Breaker on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

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

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

CONTRACTOR: **ABB, INC.**

By: *Konrad Izbinski*

[Corporate Seal]

Print Name: Konrad Izbinski

Title: Sales Support Manager

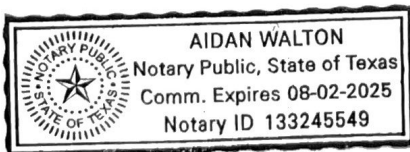
STATE OF Texas  
COUNTY OF Montgomery

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 2nd day of May 2023, by Konrad Izbinski, as the Sales Support Manager [title] of **ABB, Inc.** a North Carolina, corporation, who is personally known to me or who has produced TX DL 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"**

**Bid Pricing**

**IFB#23-105 MAGNETICALLY ACTUATED 28 TO 38kV 1200/2000A OUTDOOR VACUUM  
CIRCUIT BREAKERS**

**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, 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.

Description	Part#	Unit Price
Magnetically Actuated 28 to 38kV 1200A Outdoor Vacuum Circuit Breaker (as specified in Exhibit "A")	MB3015DMMSH5KBZ4	\$ 53,708.85 /per item
Magnetically Actuated 28 to 38kV 2000A Outdoor Vacuum Circuit Breaker (as specified in Exhibit "A")	MB3025DUUSH5KBZ4	\$ 57,034.58 /per item

Delivery: 196 Days (28 Weeks) calendar days

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

Name of Bidder: ABB Inc

Address: 680 Century Point Suite 1050 ST FL Zip 32746

Phone: (346) 236-7878 Email: konrad.izbinski@us.abb.com

Print Name: Konrad Izbinski Title: Sales Support Manager

SIGNATURE:  Date: 03/09/2023

## Exhibit "B"

### Technical Specifications



#### Technical Data Sheet

#### Item 1 (Standard Line Item)

ABB Product ID: MB3015DMMSH5KBZ4

Type	R-MAG
Types Rating	MB3015 - 38 kV 1250 Amp 200 kV BIL 31.5 kA
Voltage	38 kV
BIL	200 kV BIL
Current	1250A
Interrupting Current	31.5
Power Frequency	60 Hz
Auxiliary Switches	D - (2) 16 deck snap action rotary switch
CTs 1-3-5	M - 2 Set 1200/5 C400 TR 2.00 (8.24")
CTs 2-4-6	M - 2 Set 1200/5 C400 TR 2.00 (8.24")
Material Type	Stainless Steel
Enclosure Material	S - Standard R-MAG Stainless Steel Cabinet with galvanized legs & provisions for ground lugs (38kV, 1200A/2000A)
BCT Shorting Type	G.E. EB27 shorting type terminal blocks
BCT Wiring	#10 AWG; All taps wired to term block
ED2.0 board	H - 85-264 VAC or 77-280 VDC High Voltage Board (38 kV)
Control Voltage	5 - 125 VDC Operating Voltage
Circuit Protection	K - Fused knife switches provided for control circuits
Bushing Creep	Standard Creep Bushing
Bushing Type	Standard Bushing (38 kV, 1200/1250 Amp, 200 kVBIL)
Bushing Terminal Connectors	4 - 4 Hole NEMA Pad (1200/1250 Amp)
Control Type	B - Basic Unit
Panel Configuration	Z - Special panel
Control Wiring	#14 AWG; Control Wire (Standard)
Control Wiring Lugs	Insulated Lugs (Standard)
Control Terminal Blocks	Standard terminal blocks as required.
Heaters	Special Heater Two 100W, 230 VAC continuously operated cabinet heaters
Local/Remote Switch	(1) Standard local/remote switch provided
Test Switches	No test switches provided
Digital Meters	No digital meters provided
Thermostats	(1) Standard thermostat included. Operating Range: 70°F to 80°F
Wire Markers	Brady wire marker sleeves as required.
Control Switch	No Control Switch Provided
Legacy Material	No
Special Final Assembly	Special Final Assembly None
Shipping Special	Special Shipping Requirements No
Seismic Option	No Seismic qualification is being provided



**DYNAMIC ACCESSORIES**

Dynamic Accessories	Copper ground bus bar (Qty 1)
Dynamic Accessories	Loss of DC supply voltage (Qty 1)
Dynamic Accessories	Cap discharge switch (Qty 1)
Dynamic Accessories	Loss of AC Relay (240 VAC) (Qty 1)
Dynamic Accessories	Device Nameplates (Qty 1)
Dynamic Accessories	120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet. (Qty 1)
Dynamic Accessories	120 VAC relay cabinet light mounted inside relay control cabinet (Qty 1)
Dynamic Accessories	Ground Clamps (#4 - 4/0) (Qty 1)
Dynamic Accessories	Special Accessory 1 (Qty 1) No vented door

**Accessories**

**ABB Internal Order Entry Information**

**CID Code:** 9AAC30400486

**Source Location Code:** 9AAE324912 **Manufacturing:** 3407, Mexico - San Luis Potosi





## Item 2 (Standard Line Item)

ABB Product ID: MB3025DUUSH5KBZ4

Type	R-MAG
Types Rating	MB3025 - 38 kV 2000 Amp 200 kV BIL 31.5 kA
Voltage	38 kV
BIL	200 kV BIL
Current	2000A
Interrupting Current	31.5
Power Frequency	60 Hz
Auxiliary Switches	D - (2) 16 deck snap action rotary switch
CTs 1-3-5	U - 2 Sets 2000/5 C400 TR 2.00(4.76")
CTs 2-4-6	U - 2 Sets 2000/5 C400 TR 2.00(4.76")
Material Type	Stainless Steel
Enclosure Material	S - Standard R-MAG Stainless Steel Cabinet with galvanized legs & provisions for ground lugs (38kV, 1200A/2000A)
BCT Shorting Type	G.E. EB27 shorting type terminal blocks
BCT Wiring	#10 AWG; All taps wired to term block
ED2.0 board	H - 85-264 VAC or 77-280 VDC High Voltage Board (38 kV)
Control Voltage	5 - 125 VDC Operating Voltage
Circuit Protection	K - Fused knife switches provided for control circuits
Bushing Creep	Standard Creep Bushing
Bushing Type	Standard Bushing (38 kV, 2000 Amp, 200 kVBIL)
Bushing Terminal Connectors	4 - 4 Hole NEMA Pad (2000 Amp)
Control Type	B - Basic Unit
Panel Configuration	Z - Special panel Provide cutout only for Qty. 1 (One) SEL-351S relay 3U and Qty. 2 (Two) FT style isolation switches
Control Wiring	#14 AWG; Control Wire (Standard)
Control Wiring Lugs	Insulated Lugs (Standard)
Control Terminal Blocks	12 point G.E. EB25 type terminal blocks
Heaters	Special Heater Two 100W, 230 VAC continuously operated cabinet heaters
Local/Remote Switch	(1) Standard local/remote switch provided
Test Switches	No test switches provided
Digital Meters	No digital meters provided
Thermostats	(1) Standard thermostat included. Operating Range: 70°F to 80°F
Wire Markers	Brady wire marker sleeves as required.
Control Switch	No Control Switch Provided
Legacy Material	Yes 1VAS000742-0001
Special Final Assembly	Special Final Assembly None
Shipping Special	Special Shipping Requirements No
Seismic Option	No Seismic qualification is being provided



#### DYNAMIC ACCESSORIES

Dynamic Accessories	120 VAC relay cabinet light mounted inside relay control cabinet (Qty 1)
Dynamic Accessories	External Bushing Identification Stickers (Qty 1)
Dynamic Accessories	120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet. (Qty 1)
Dynamic Accessories	Cap discharge switch (Qty 1)
Dynamic Accessories	Ground Clamps (#4 - 4/0) (Qty 1)
Dynamic Accessories	Seal and Gasket Procedure (Qty 1)
Dynamic Accessories	Copper ground bus bar (Qty 1)
Dynamic Accessories	Loss of AC Relay (240 VAC) (Qty 1)
Dynamic Accessories	Special Accessory 1 (Qty 1) No vented door
Dynamic Accessories	Device Nameplates (Qty 1)
Dynamic Accessories	Loss of DC supply voltage (Qty 1)

#### Accessories

#### ABB Internal Order Entry Information

CID Code: 9AAC30400486

Source Location Code: 9AAE324912 Manufacturing: 3407, Mexico - San Luis Potosi

City of Lake Worth Beach

IFB 23-105 Magnetically Actuated 28 to 38 kV 12002000A Outdoor Vacuum Circuit Breakers

Bid Tab



			ULS Corporate, Inc.		ULS Corporate, Inc.		ABB, Inc. c/o Superior Power Products	
			2		3		1	
ITEM #	DESCRIPTION	QTY Rank:	Part#	TOTAL	Part#	TOTAL	Part#	TOTAL
1	Magnetically Actuated 28 to 38kV 1200A Outdoor Vacuum Circuit Breaker (as specified in Exhibit "A")	1	VOX-200-25-12-LS-1-F-1-LSEA	\$66,623.50	R-mag-MB30146MMSH5KBL4	\$99,629.78	MB3015DMMSH5KBZ4	\$53,708.85
2	Magnetically Actuated 28 to 38kV 2000A Outdoor Vacuum Circuit Breaker (as specified in Exhibit "A")	1	VOX-200-25-20-SS-1-F-1-LSEA	\$68,692.00	R-mag-MB30246UUSH5KBL4	\$107,279.16	MB3025DUUSH5KBZ4	\$57,034.58
	Bid Form (B1)		Submitted		Submitted		Submitted	
	Bidder's Minimum Qualifications (B2)		Submitted		Submitted		Submitted	
	Bid (B3)		Submitted		Submitted		Submitted	
	Schedule of Unit Prices & Delivery Details (B4)		Submitted		Submitted		Submitted	
	Substitution Sheet (B5)		Submitted		Submitted		Submitted	
	Manufacturer Verification Form (B6)		Submitted		Submitted		Submitted	
	Reference List (B7)		Submitted		Submitted		Submitted	
	Affidavit Non-Collusion (B8)		Submitted		Submitted		Submitted	
	Drug Free Certification (B9)		Submitted		Submitted		Submitted	
	Campaing Contribution Statement (B10)		Submitted		Submitted		Submitted	
	Scrutinized Companies Certification (B11)		Submitted		Submitted		Submitted	
	Veteran Business Enterprise, Small Business and/or Local Business Preference Claimed (B12)		N/A		N/A		N/A	
	Manufacturer Data Sheet/Technical Specifications/Technical Drawings (must be submitted)		Not Compliant		Compliant		Compliant	
	<b>BID COMPLIANCE</b>		<b>Not Compliant</b>		<b>Compliant</b>		<b>Compliant</b>	

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** June 27, 2023

**DEPARTMENT:** Electric Utility

**TITLE:**

Agreement with Powell Electrical for the 6<sup>th</sup> Ave S. Substation Metal-Clad Switchgear Building

**SUMMARY:**

Five year continuing contract with Powell Electrical to provide Metal-Clad Switchgear Buildings. This initial request is for the new 6<sup>th</sup> Ave S. Substation location on 7<sup>th</sup> Ave S. and H Street in Lake Worth Beach at a cost not to exceed \$2,993,891.

**BACKGROUND AND JUSTIFICATION:**

The city issued an Issue for Bid (IFB 23-102) from qualified entities to design and fabricate up to six (6), single-story, stainless-steel, metal-clad switchgear buildings. Powell Electrical was determined to be the lowest and most responsible bidder. The term of the Agreement is for three (3) years with two (2) single-year extension options. These new types of building differ from the recent new concrete relay vaults in that they provide a nearly fully enclosed substation experience. Each building ordered will contain a full suite of switchgear that is in an air controlled and highly protected environment using state of the art digital protection such as high-speed fault detection and fiber optic arc flash protection. Bringing the feeders that are normally in the environmental elements inside helps with longevity, reliability, and improved maintenance costs. Its additional benefits include isolation from animal contact and reduced structures near residential neighborhoods along with reduced construction time and costs on-site. The new buildings will contain top-level protection and communication equipment to provide complete electrical redundancy and response while maintaining a low maintenance footprint. Due to the salt air environment that resulted in previous outdoor equipment failures in the last few years, staff believes that the move to an indoor air-controlled solution will further enhance the longevity and reliability of the grid and provide our operators with more options to restore power quickly and safely.

**MOTION:**

Move to approve/disapprove the Agreement with Powell Electrical for the 6th Ave S. Substation Metal-Clad Switchgear Building at a cost not to exceed \$2,993,891.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement  
Bid Tab

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
<b>Inflows</b>					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows</b>					
Operating	0	0	0	0	0
Capital	\$2,993,891	0	0	0	
<b>Net Fiscal Impact</b>	<b>\$2,993,891</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Contract Award - Existing Appropriation</b>	
	<b>Expenditure</b>
<b>Department</b>	<b>Electric Utility</b>
<b>Division</b>	<b>T &amp; D</b>
<b>GL Description</b>	<b>Improve Other than Build / Infrastructure</b>
<b>GL Account Number</b>	<b>421-6034-531-6315</b>
<b>Project Number</b>	<b>SH2211</b>
<b>Requested Funds</b>	<b>\$2,993,891</b>

**AGREEMENT FOR GOODS AND SERVICES  
(Metal Clad Switchgear Building)**

**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 **Powell Electrical Systems**, a Delaware corporation with its principal office located at 8550 Mosley Rd, Houston Tx 77075 (“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 #23-102 for supply of Metal Clad Switchgear Building (“IFB”) for City of Lake Worth Beach Electric Utility C, which IFB is incorporated by the reference into this Agreement; and

WHEREAS, the CITY received four (4) responses to the IFB including one (1) from the CONTRACTOR before the deadline; and

WHEREAS, the CONTRACTOR submitted the lowest, responsive and compliant bid; and

WHEREAS, the CITY requested minor changes in CONTRACTOR’s specifications and the CONTRACTOR submitted a revised specifications under the same bid price with the revised specifications attached hereto as an Exhibit “A” ; and

WHEREAS, the CITY desires to accept the CONTRACTOR’s revised bid specifications for CONTRACTOR to render the goods and services to the CITY as provided therein pursuant to the terms and conditions of this Agreement; 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 for initial period of three (3) years for a supply of Metal Clad Switchgear Building with the option to renew for two (2) additional one (1) year periods for the supply of additional units depending on an annual appropriation of the funds by the City Commission and mutual agreement by both parties. During the renewal option(s), the City may utilize this Agreement to purchase an additional Metal Clad Switchgear Building(s). Should the City require additional Metal Clad Switchgear Building(s), the CITY and CONTRACTOR will prepare and execute a written amendment to this Agreement

setting forth the additional materials and/or services and the total cost for the same prior to any such additional materials or services being provided by the CONTRACTOR.

## **2. SPECIFICATIONS**

2.1 The specifications set forth in the IFB details the Metal Clad Switchgear Building to be provided to the CITY. The CONTRACTOR's revised bid specifications, attached hereto as **Exhibit "A"** and incorporated herein, set forth further details for the furnishing of full engineering design, fabrication, testing, and delivery Metal Clad Switchgear Building for the City's Electric Utility department.

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 ordering of the Metal Clad Switchgear Building under this Agreement; however, the terms and conditions of the City Purchase Order shall not apply.

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

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

## **6. MAXIMUM COSTS**

6.1 The CITY shall compensate the CONTRACTOR in accordance with the CONTRACTOR's bid pricing, which is attached hereto and incorporated herein as **Exhibit "A"**. The total cost to be paid by the CITY to the CONTRACTOR shall not exceed \$3,004,890 (Three Million, Four Thousand, Eight Hundred Ninety Dollars), which includes \$11,000 (Eleven Thousand Dollars) for Switchgear and Breaker Training. Since additional items and costs may be necessary to complete the scope of work identified in the CONTRACTOR's bid, the CITY's Electric Utility Director or designee is authorized an additional contingency amount of no more than \$150,000 (One Hundred and Fifty Thousand Dollars) to complete the scope identified in the CONTRACTOR's revised bid specifications. Use of the contingency amount must be pre-approved in writing by the Electric Utility Director or designee before any additional costs are added to the CONTRACTOR's bid pricing and before the CITY is responsible or liable for payment of any sums from the contingency amount to the CONTRACTOR.

## **7. INVOICE**

7.1 The CONTRACTOR shall submit its invoice(s) to the CITY for the goods and services in accordance with the agreed to milestone payment schedule set forth in Exhibit "A". 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. Notwithstanding anything in this Article 8 to the contrary, the cost makeup of lump-sum pricing shall not be subject to audit so long as the CITY's payment is based on agreed to lump-sum pricing.

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

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

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

## **22. NOTICES**

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address

and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach  
Attn: City Manager  
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:

Powell Electrical Systems  
8550 Mosley Rd  
Houston, TX 77075

### **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 reasonable discretion, the time of completion shall be extended for any reasonable time that the CITY, in its reasonable 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 reasonable discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

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

## **25. COUNTERPARTS**

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

## **26. PUBLIC ENTITY CRIMES**

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

## **27. PREPARATION**

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

## **28. PALM BEACH COUNTY INSPECTOR GENERAL**

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

## **29. ENFORCEMENT COSTS**

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

## **30. PUBLIC RECORDS**

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

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

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

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

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

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

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

### **33. FEDERAL AND STATE TAX**

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will provide the CONTRACTOR with a signed exemption certificate

submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the City's Tax Exemption Number in securing such materials.

#### **34. PROTECTION OF PROPERTY**

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage to the extent that such damage is caused by CONTRACTOR'S or its agent's negligence or willful misconduct. 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 or willful misconduct of the 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 to the extent that such damage is caused by CONTRACTOR'S or its agent's negligence or willful misconduct, 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 . The CONTRACTOR warrants to the CITY that CITY will have good title to the goods delivered hereunder, that the goods to be delivered hereunder are new, unless otherwise stated and agreed to by the CITY, and that subject to the conditions below, the goods will be free from defects in material or workmanship and will conform to specifications as separately approved in writing by CONTRACTOR. The CONTRACTOR warrants to the CITY that services, if any, will be performed in a good and workmanlike manner. The warranty of performance, if any, and against defects in goods and/or for services shall apply only to issues for which the CONTRACTOR receives written notice of during the applicable warranty period that appear during proper operation in normal use and service and which are due to causes other than those excluded below. For goods that are not installed by the CONTRACTOR, this warranty period is eighteen (18) months from the date of shipment by the CONTRACTOR or twelve (12) months from first energization, whichever comes first. For goods installed by the CONTRACTOR and/or service work, if any, this warranty period is twelve (12) months from the completion of installation or the services, as applicable, provided same is not unreasonably delayed by the CITY. The date and conditions of any tests shall be mutually agreed upon by CONTRACTOR and CITY.

Provided that the CONTRACTOR has timely received written notice of a valid warranty claim, the CONTRACTOR shall thereupon correct any defect or remedy any performance failure, either (at its option) by repairing any defective or damaged parts of the goods at the CONTRACTOR plant or at the location of the goods, or by making available at the CONTRACTOR's plant necessary repaired or replacement parts. The CITY shall be responsible for providing "free and clear" access to the affected portion of the goods and shall be reimbursed for any required costs for shipping the goods or the parts to the CONTRACTOR plant for all CONTRACTOR corrective work. The liability of the CONTRACTOR under this warranty (except as to title), or for any loss or damage to the goods whether the claim is based on contract or tort (including negligence), shall not in any



case exceed the cost of correcting defects in the goods and for services the CONTRACTOR's cost of reperforming the services and all related costs including the cost of shipping, as herein provided and upon the expiration of the warranty period all such liability shall terminate.

These warranties and remedies are applicable only to the extent CITY's receipt, handling, storage, installation, testing, operation and maintenance, including tasks incident thereto, of the goods are in accordance with the recommendations of the CONTRACTOR; and, such goods shall not have been operated in excess of limitations specified by CONTRACTOR and not have been subjected to accident, alteration, abuse or misuse unless at the CONTRACTOR's direction. CONTRACTOR expressly excludes any warranty for defect or failure of performance caused by reasonable erosion, corrosion or normal wear and tear.

THE WARRANTIES AND REMEDIES SET FORTH ABOVE IN THIS ARTICLE 36 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY (EXCEPT AS TO TITLE) WITH RESPECT TO THE PERFORMANCE OF THE GOODS AND SERVICES PROVIDED BY THE CONTRACTOR. THE CONTRACTOR DISCLAIMS AND MAKES NO OTHER WARRANTIES TO CITY OR ANY OTHER PERSON OR ENTITY REGARDING THE GOODS, WORK, ENGINEERING AND DESIGN SERVICES, FIELD INSTALLATION SERVICES OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT AND EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: (1) THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, PERFORMANCE AND SUITABILITY; (2) ANY WARRANTIES RELATING TO CITY-SPECIFIED THIRD-PARTY PARTS, COMPONENTS, PRODUCTS, SOFTWARE OR SERVICES; (3) ANY WARRANTIES RELATING TO LATENT DEFECT(S) BEYOND THE ORIGINAL WARRANTY PERIOD; AND/OR (4) ANY WARRANTIES THAT THE SERVICES, FIRMWARE OR SOFTWARE, IF ANY, WILL BE PROVIDED WITHOUT INTERRUPTION OR ERROR.

### **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, beginning on January 1, 2021, 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.

### **40. DAMAGE WAIVER AND LIMITATION OF LIABILITY**

40.1 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL EITHER PARTY OR THEIR SUBCONTRACTORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE OR PENAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED FACILITIES, DAMAGE TO ANY FACILITIES, COST OF CAPITAL, COST OF

SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS, OR CLAIMS OF THIRD PARTY'S FOR SUCH DAMAGES.

EXCEPT FOR EVENTS COVERED BY THE INSURANCE REQUIRED BY THIS AGREEMENT AND/OR DAMAGES DUE TO THE CONTRACTOR'S WILLFUL MISCONDUCT, CONTRACTOR'S OBLIGATION TO DELIVER TO CITY FULL LEGAL TITLE TO AND OWNERSHIP OF ALL OR ANY PORTION OF THE GOODS AND SERVICES , IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL THE CONTRACTOR'S TOTAL AGGREGATE LIABILITY TO CITY FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR RESULTING FROM, THIS CONTRACT, OR FROM THE CONTRACTOR'S PERFORMANCE OR BREACH, OR FROM THE GOODS OR SERVICES FURNISHED HEREUNDER, EXCEED THE PRICE SET FORTH IN THE PURCHASE ORDER WHICH GIVES RISE TO THE CLAIM.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services for Metal Clad Switch Building on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

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

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

CONTRACTOR:

**Powell Electrical Systems**

By: Bobby Joe Paul

[Corporate Seal]

Print Name: Bobby Joe PAUL

Title: SALES Director

STATE OF Texas )  
COUNTY OF Harris )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 16 day of May 2023, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of **Powell Electrical Systems** a Delaware corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Patricia Fielder  
Notary Public Signature

Notary Seal:



**Exhibit "A"**

**Contractor's Revised Bid Specifications and Bid Pricing (34 pages total)**



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**PROPOSAL NO. 252993 Rev 1**  
**February 24, 2023**

**REFERENCE: 23-102 Metal Clad Switchgear Building F**  
**SEALED BID**

**City of Lake Worth Beach**  
**1900- 2<sup>nd</sup> Ave N**  
**Lake Worth Beach, FL 33460**

**Attn: David Martyniuk**  
**Email: [dmartyniuk@lakeworthbeachfl.gov](mailto:dmartyniuk@lakeworthbeachfl.gov)**  
**Phone: 561.800.7248**

We are pleased to offer the following proposal, which is our understanding of your requirements, subject to acceptance within 30 days from the above date. Please advise us if there are any misunderstandings. This quotation is also subject to change upon notice.

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Powell is pleased to submit the following equipment proposal for your review and consideration.

The Equipment Descriptions and Bills of Material presented represent our best understanding of your equipment requirements based on the specifications, one-line drawings, and data sheets provided with the inquiry package.

Please review the content of our proposal and advise any changes or additions required to meet your specific project needs. Pricing submitted is based on the Bills of Material and Equipment Descriptions listed within this proposal.

Also note that any purchase order resulting from this proposal must reference the Powell proposal number in the contract documents.

Thank you for the opportunity to earn your business. Our Bill of Material and Pricing is as follows:

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**Power Control Room**  
**Tag Number: PCR REV1**

**One (1) Powell PCR®, Power Control Room suitable for installation in an unclassified area with approximate exterior dimensions of:**

21' 2" Wide with 6" wall thickness  
80' 0" Long with 6" wall thickness  
11' 0" High less base and roof cap (interior height)

Low ambient temperature: 40°F  
High ambient temperature: 110°F  
Altitude: 16 FT. above sea level

**Estimated shipping dimensions and weight:**

21' 11" Wide including 4.5" overhang on each side  
80' 5" Long including 2.5" overhang on each end  
13' 7" High including base and roof cap (approximate)  
Estimated weight including equipment: 188,230 LBS

Roof live load: 45 PSF  
Floor live load: 250 PSF  
Basic wind speed: 200 MPH

**Structural Base:**

- Welded channel construction, skid type, with structural supports and removable lifting lugs
- Steel floor, 1/4" thick with non-skid paint.
- 30 Floor penetrations, with surface mounted covers
- 1 Shipping Split Junction Boxes with Pull-Apart Terminal blocks (49 Points), Power Wire
- 1 Shipping Split(s) along the (width) of the building
- 1 Lot of installation of temporary supports for shipment along the width of the PCR.
- 1 Lot of installation of exterior plywood shipping barrier over the width of the enclosure.

**Metal Preparation and Paint Finish:**

- The welded base assembly is grit blasted to comply with the Commercial Blast Standard SSPC-6 as published by AISC.
- After blast, a primer is applied to the entire base using an industrial grade, high solid, and high build epoxy. The primer is applied to a minimum thickness of 4 mils.
- The structural elements of the base including all channels and angles are caulked to seal gaps and spaces that might allow moisture to collect.
- A second application of industrial grade, high solid, high-build epoxy is applied to the bottom of the base assembly. This application is BLACK in color and is applied to a minimum thickness of 4 mils.

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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- The sides of the base are finished using a black polyurethane paint with a minimum thickness of 2 mils.
- Total dry film thickness after coating:
  - For the top of the floor is 2 mils minimum
  - For the sides of the base is 6 mils minimum
  - For the bottom of the base is 8 mils minimum
- Exterior interlocking panels, will be White (ANSI 01) per Powell Application Procedure. All interlocking panels and interior wall liners are pre-painted prior to assembly. An all-weather sealant is applied to all seams.

**Exterior Wall, Interior Wall, Ceiling, and Roof Panels:**

- Exterior walls and roof to be constructed of interlocking Powell, Pow-R-Loc panels. The design as a minimum, is to meet wind load requirements of FBC 2020
- Wall panels of 16 gauge stainless steel Type 304L painted White (ANSI 01) (Smooth)
- Roof panels of 18 gauge stainless steel Type 304L painted White (ANSI 01) (Smooth)
- Interior wall liner panels 16 gauge galvanized steel painted White (ANSI 01) (Smooth)
- Interior ceiling panels 12 gauge galvanized steel with integral Powl Strut System painted White (ANSI 01) (Smooth)
- Roof will have a slope of 1/4 inches per foot minimum
- 180 Linear feet of Painted Aluminum Gutter with Downspouts

**Insulation for Base, Walls and Roof:**

- Polyurethane spray on foam (2" R-13.4), meets ASTM E84 Flame Spread Test
- 6" code compliant wall with effective R-18.3 continuous insulation
- Code compliant roof with effective R-19.4 continuous insulation

**Doors and Hardware:**

- 2 Sets of stainless steel panic door hardware, with door closer & key lock
- 1 Personnel door, single wide, 3' x 7', 304L Stainless Steel with 12" X 12" viewing window
- 1 Equipment door, double wide, 6' x 8', 304L Stainless Steel with 12" X 12" viewing window
- 14 304L stainless steel equipment rear access doors without split
- 14 4" Exiscan IR Window for PowIVac
- 1 Rain canopies over personnel doors (304L SS)
- 1 Rain canopies over double wide equipment doors (304L SS)



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**The PCR® will include the following accessory items:**

- 1 AC Panel 240/120VAC, 1 Phase, 3 Wire, 250A Main Bus, 42ckt with 150A Main Breaker, 22kAIC
- 1 Lot of Interior Vapor Tight LED lighting fixtures
- 2 Lighting contactor assembly for use with lighting fixtures as required
- 2 Light switches
- 2 Motion Sensor
- 25 Convenience receptacles
- 2 Exterior GFCI receptacles
- 2 Exit & Emergency Light Combo with dual LED lamps, 120/277 VAC
- 1 Lot of EMT conduit and wireway for interior and RGS for exterior building services
- 1 Lot of THHN/THWN wiring for utility lights, receptacles and space heater circuits

**Equipment Power and Control Wiring and Interconnections:**

- 380 Feet of cable tray 6", 12", or 18" wide x 4" deep Aluminum
- 3 Cable tray tees 4" deep 6", 12" or 18" wide
- 8 Cable tray elbows 4" deep 6", 12", or 18" wide
- PCR Power wiring limited to 110 Terminations
- PCR Control wiring limited to 44 Terminations
- PCR Instrumentation wiring limited to 150 Terminations
- PCR Communication wiring limited to 130 Terminations

**Grounding System:**

- 255 Linear feet of bare Copper ground bus 1/4" x 2"
- 2 Stainless steel ground pads on diagonal corners of building frame
- 16 Interconnection from each equipment ground bus to building ground loop

**Exterior Devices:**

- 1 Three Position (HOA) Control Switch with lighting contactor suitable for switching of exterior lights as required
- 2 General Purpose exterior light, LED Wall Pack with Photocell, 100W Metal Halide Equivalent

**UPS and DC System Components:**

- 1 Siemens DC Power Panel 250VDC, 250A Main Bus, 40ckt with 100A Main Breaker, 10KAIC

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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- 1 Battery exhaust fan and duct assembly
- 1 Hydrogen Gas Detector Powell standard
- 1 Eye Wash & Bowl
- 1 Mechanical installation of a Battery Charger Floor Mounted Type
- 1 Mechanical installation of a Battery Spill Pan
- 1 **Furnished and Install Fused 2-Pole Safety Switch battery Disconnect 100 Ampere**

**Fire Stop Equipment:**

- 2 CO<sub>2</sub> 10 LB. fire extinguisher rated B-C

**Standard HVAC System:**

- 1 Building HVAC system for a non-classified area, to include:
- 2 **6-Ton Wall mounted HVAC with 10kW electric heat unit, 208-230V, 1-phase, 60Hz to include:**
  - BARD 10.0 EER HVAC part no. W73AC-A10ZXAXXJ
  - Aluminum air conditioner cabinet
  - Economizer for equipment building with Enthalpy sensor for operation down to -40° Fahrenheit
  - Compressor control module located on the Back side, adjustable from 30 seconds to 5 minutes
  - Phase rotation monitor
  - High and Low pressure switches with built-in auto-reset
  - Factory installed internal disconnect switch, padlockable
  - MERV2 1-in disposable air filter
  - Dry contracts for remote alarm or lockout
  - Auto changeover digital thermostat
  - ANSI/UL 1995/CSA 22.2 No. 236-05

**HVAC Accessories:**

- 1 Lead lag controller with enhance alarm and Ethernet board, 2 units, MC4002-AC
- 1 High temperature alarm
- 2 GE heavy duty, non-fusible, external NEMA 3R disconnect (on/off) switch installed on wall mounted HVAC

**Mechanical Equipment Installation:**

- 1 Lot of installation of Powell furnished equipment to include:
  - 15 Sections of Medium Voltage Switchgear
  - 1 Mechanical installation of a circuit breaker test cabinet

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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- 2 Wall Mounted HVAC Unit(s)
- 2 Wall mounted ATS/MTS
- 2 Intrusion Alarm
- 4 Multi Cable Transit, Frames Only, Primed Steel, Max size 31"W x 14"H x 2"D

**Miscellaneous:**

- 1 Dimensions: 46" W x 22.5" D, Desk, Grainger part# 420G87
- 3 125Vdc interior LED light fixture, Marshall DC Lighting part# T8IN-2LED-125DC-20-WH
- 1 Generator Tap Box Appleton ADJA1033-125-RS
- 1 Brooks Meter Socket 652U3010C13-1624
- 1 SCADA & COMMS Cabinet 60"W x 20"D
- 1 Storage Cabinet, 36"W x 18" D, Grainger part# 1UEY1
- 1 Badge reader provisions
- 1 Lot of Internal device nameplates if required
- 1 Structural Analysis by Professional Engineer for the State of Florida to confirm PCR design and structural integrity per FBC 2020
- 1 State of Florida code compliance licensing fee

**REFERENCE: 23-102 Metal Clad Switchgear Building F****29.8kV ND Metal-Clad Switchgear****Tag Number: SWGR M1 M2 REV1**

One (1) line-up of PowIVac-ND® 27kV metal-clad switchgear with vacuum circuit breakers in accordance with ANSI standards C37.04, C37.09, C37.20.2, C37.20.7, C37.100.1 and rated as follows:

<b>Maximum Voltage Class:</b>	<b>29.8 kV</b>
<b>Service Voltage:</b>	<b>24.94 kV</b>
<b>Basic Impulse Level:</b>	<b>125 kV</b>
<b>Power Frequency Withstand:</b>	<b>60 kV</b>
<b>Voltage Range (K factor):</b>	<b>1</b>
<b>Short-circuit Current Rating:</b>	<b>25 kA rms</b>
<b>Close and Latch Capacity:</b>	<b>65 kA Peak</b>
<b>Close Voltage:</b>	<b>125 VDC</b>
<b>Trip Voltage:</b>	<b>125 VDC</b>
<b>Frequency:</b>	<b>60 Hz</b>

(9) **Vertical sections of metal clad switchgear each with the following common features:**

- Indoor enclosure, NEMA 1, 11 gauge steel, 36"W x 122"D x 105"H
- Basic one high construction including rear access door as an integral part of the PCR®
- Laminated plastic mimic bus
- Instrument compartment light 120 VAC LED type with switch
- Rear cable compartment light 120 VAC LED type with switch
- 2000A main bus, silver plated copper, 3 phase, 3 wire
- Flame retardant and track resistant Bonded Epoxy bus insulation system
- Epoxy main bus pass through insulators in a glass polyester mounting
- Carbon steel Grade 5 mounting hardware, plated for corrosion protection
- Phase polarity 1 2 3 or A B C, front to back, top to bottom, left to right
- 1/4" X 2" copper ground bus with plating to match main bus
- **Control terminal blocks, 600 volt, 30 ampere, SecuControl SAX**
- Control wiring, 14 gauge, 41 strand, type SIS with VW-1 flame retardant rating
- Control wire termination, insulated, locking fork tongue, crimp type
- Current transformer shorting type terminal blocks
- Current transformer control wiring, 10 gauge, 105 strand, type SIS with VW-1 flame retardant rating
- Current transformer terminations, insulated, ring tongue, crimp type
- Common DC bus #8 AWG SIS wire with seamless ring tongue terminations
- Raised profile nameplates with nylon push-in fasteners
- Wire markers, sleeve type

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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- Barrier behind the instrument compartment doors
- Texture powder coat paint finish
- ANSI-61, light gray exterior with white instrument panels

**(2) Sets incoming line voltage monitoring equipment, each to include:**

- Closed door racking type roll-out assembly complete with primary & secondary fuses

**3 Voltage transformers, 16000:120 volt**

**(2) Sets switchgear main bus voltage monitoring equipment, each to include:**

- Closed door racking type roll-out assembly complete with primary & secondary fuses

**3 Voltage transformers, 16000:120 volt**

**(2) MAIN circuit breaker equipment sets, each to include:**

- Circuit breaker cell rated 2000 ampere with riser bus, cell studs, insulated primary spouts, automatic isolating shutters, and cell interlocks as required by ANSI
- Silver plated copper runback bus assembly rated 2000A with boots
- Epoxy bus standoff assembly

**1 PowlVac drawout vacuum circuit breaker rated 27kV, 2000A, 25kA with onboard racking provision 27PV25SND, with 2 "a" & 2 "b" contacts**

1 Circuit breaker open/close control switch

4 Circuit breaker status indicating lights LED type

- Circuit breaker switch, MOC 9 circuit (5 a & 4 b)

- Circuit breaker switch, TOC 9 circuit (5 a & 4 b)

- Circuit breaker shutter position indicator

- Closed door racking to include viewing window, light 120 VAC LED type with switch

- Emergency push to trip switch with protective cover

1 Set close circuit disconnect fuse block with fuses

1 Set trip circuit disconnect fuse block with solid link

1 Set relay circuit disconnect fuse block with fuses

6 Current transformers, multi ratio, standard burden

- Set A-B chance ball stud with covers

1 Device 86, lockout relay LOR, 3 decks, 12 contacts

**3 10 pole test switch with rear wired connection and semi-flush mount, current or potential as required, SecuControl ST**

**1 SEL 751501ACACA7085A630**

1 Lot nameplates

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**(1) BUS TIE circuit breaker equipment set, each to include:**

- Circuit breaker cell rated 2000 ampere with riser bus, cell studs, insulated primary spouts, automatic isolating shutters, and cell interlocks as required by ANSI
- Silver plated copper tie bus assembly rated 2000A
- Epoxy bus standoff assembly

**1 PowIVac drawout vacuum circuit breaker rated 27kV, 2000A, 25kA with onboard racking provision 27PV25SND, with 2 "a" & 2 "b" contacts**

- 1 Circuit breaker open/close control switch
- 3 Circuit breaker status indicating lights LED type
- Circuit breaker switch, MOC 9 circuit (5 a & 4 b)
- Circuit breaker switch, TOC 9 circuit (5 a & 4 b)
- Circuit breaker shutter position indicator
- Closed door racking to include viewing window, light 120 VAC LED type with switch
- Emergency push to trip switch with protective cover
- 1 Set close circuit disconnect fuse block with fuses
- 1 Set trip circuit disconnect fuse block with solid link
- 1 Set relay circuit disconnect fuse block with fuses
- 6 Current transformers, multi ratio, standard burden
- 1 Device 10, Trip selector switch
- 1 Device 43, Auto/Manual selector switch
- 3 10 pole test switch with rear wired connection and semi-flush mount, current or potential as required, SecuControl ST**
- 1 SEL 751501ACACA7085A630**
- 1 Lot nameplates

**(6) FEEDER circuit breaker equipment sets, each to include:**

- Circuit breaker cell rated 1200 ampere with riser bus, cell studs, insulated primary spouts, automatic isolating shutters, and cell interlocks as required by ANSI
- Silver plated copper runback bus assembly rated 1200A with boots
- Epoxy bus standoff assembly

**1 PowIVac drawout vacuum circuit breaker rated 27kV, 1200A, 25kA with onboard racking provision 27PV25SND, with 2 "a" & 2 "b" contacts**

- 1 Circuit breaker open/close control switch
- 3 Circuit breaker status indicating lights LED type
- Circuit breaker switch, MOC 9 circuit (5 a & 4 b)
- Circuit breaker switch, TOC 9 circuit (5 a & 4 b)
- Circuit breaker shutter position indicator

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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- Closed door racking to include viewing window, light 120 VAC LED type with switch
- Emergency push to trip switch with protective cover
- 1 Set close circuit disconnect fuse block with fuses
- 1 Set trip circuit disconnect fuse block with solid link
- 1 Set relay circuit disconnect fuse block with fuses
- 6 Current transformers, multi ratio, standard burden
- Set A-B Chance rear grounding provision
- 3 10 pole test switch with rear wired connection and semi-flush mount, current or potential as required, SecuControl ST
- 1 SEL 751501ACACA7085A630
- 1 Lot nameplates

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**29.8kV ND Metal-Clad Switchgear****Tag Number: SWGR S1 S2 REV1**

One (1) line-up of PowIVac-ND® 27kV metal-clad switchgear with vacuum circuit breakers in accordance with ANSI standards C37.04, C37.09, C37.20.2, C37.20.7, C37.100.1 and rated as follows:

<b>Maximum Voltage Class:</b>	<b>29.8 kV</b>
<b>Service Voltage:</b>	<b>24.94 kV</b>
<b>Basic Impulse Level:</b>	<b>125 kV</b>
<b>Power Frequency Withstand:</b>	<b>60 kV</b>
<b>Voltage Range (K factor):</b>	<b>1</b>
<b>Short-circuit Current Rating:</b>	<b>25 kA rms</b>
<b>Close and Latch Capacity:</b>	<b>65 kA Peak</b>
<b>Close Voltage:</b>	<b>125 VDC</b>
<b>Trip Voltage:</b>	<b>125 VDC</b>
<b>Frequency:</b>	<b>60 Hz</b>

(5) **Vertical sections of metal clad switchgear each with the following common features:**

- Indoor enclosure, NEMA 1, 11 gauge steel, 36"W x 110"D x 105"H
- Basic one high construction including rear access door as an integral part of the PCR®
- Laminated plastic mimic bus
- Instrument compartment light 120 VAC LED type with switch
- Rear cable compartment light 120 VAC LED type with switch
- 2000A main bus, silver plated copper, 3 phase, 3 wire
- Flame retardant and track resistant Bonded Epoxy bus insulation system
- Epoxy main bus pass through insulators in a glass polyester mounting
- Carbon steel Grade 5 mounting hardware, plated for corrosion protection
- Phase polarity 1 2 3 or A B C, front to back, top to bottom, left to right
- 1/4" X 2" copper ground bus with plating to match main bus
- **Control terminal blocks, 600 volt, 30 ampere, SecuControl SAX**
- Control wiring, 14 gauge, 41 strand, type SIS with VW-1 flame retardant rating
- Control wire termination, insulated, locking fork tongue, crimp type
- Current transformer shorting type terminal blocks
- Current transformer control wiring, 10 gauge, 105 strand, type SIS with VW-1 flame retardant rating
- Current transformer terminations, insulated, ring tongue, crimp type
- Common DC bus #8 AWG SIS wire with seamless ring tongue terminations
- Raised profile nameplates with nylon push-in fasteners
- Wire markers, sleeve type



**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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- Barrier behind the instrument compartment doors
- Texture powder coat paint finish
- ANSI-61, light gray exterior with white instrument panels

**(2) Sets incoming line voltage monitoring equipment, each to include:**

- Closed door racking type roll-out assembly complete with primary & secondary fuses

3 Voltage transformers, 16000:120 volt

**(2) Sets switchgear main bus voltage monitoring equipment, each to include:**

- Closed door racking type roll-out assembly complete with primary & secondary fuses

3 Voltage transformers, 16000:120 volt

1 SEL 0387613X5H4X4XX

1 Test switch with rear wired connection and semi-flush mount, 10 pole, current or potential as required, SecuControl ST

**(2) MAIN circuit breaker equipment sets, each to include:**

- Circuit breaker cell rated 2000 ampere with riser bus, cell studs, insulated primary spouts, automatic isolating shutters, and cell interlocks as required by ANSI
- Silver plated copper runback bus assembly rated 2000A with boots
- Epoxy bus standoff assembly

1 PowlVac drawout vacuum circuit breaker rated 27kV, 2000A, 25kA with onboard racking provision 27PV25SND, with 2 "a" & 2 "b" contacts

1 Circuit breaker open/close control switch

4 Circuit breaker status indicating lights LED type

- Circuit breaker switch, MOC 9 circuit (5 a & 4 b)

- Circuit breaker switch, TOC 9 circuit (5 a & 4 b)

- Circuit breaker shutter position indicator

- Closed door racking to include viewing window, light 120 VAC LED type with switch

- Emergency push to trip switch with protective cover

1 Set close circuit disconnect fuse block with fuses

1 Set trip circuit disconnect fuse block with solid link

1 Set relay circuit disconnect fuse block with fuses

6 Current transformers, multi ratio, standard burden

- Set A-B chance ball stud with covers

1 Device 86, lockout relay LOR, 3 decks, 12 contacts

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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3 10 pole test switch with rear wired connection and semi-flush mount, current or potential as required, SecuControl ST

1 SEL 751501ACACA7085A630

1 Lot nameplates

**(1) BUS TIE circuit breaker equipment set, each to include:**

- Circuit breaker cell rated 2000 ampere with riser bus, cell studs, insulated primary spouts, automatic isolating shutters, and cell interlocks as required by ANSI
- Silver plated copper tie bus assembly rated 2000A
- Epoxy bus standoff assembly

1 **PowlVac drawout vacuum circuit breaker rated 27kV, 2000A, 25kA with onboard racking provision 27PV25SND, with 2 "a" & 2 "b" contacts**

1 Circuit breaker open/close control switch

3 Circuit breaker status indicating lights LED type

• Circuit breaker switch, MOC 9 circuit (5 a & 4 b)

• Circuit breaker switch, TOC 9 circuit (5 a & 4 b)

• Circuit breaker shutter position indicator

• Closed door racking to include viewing window, light 120 VAC LED type with switch

• Emergency push to trip switch with protective cover

1 Set close circuit disconnect fuse block with fuses

1 Set trip circuit disconnect fuse block with solid link

1 Set relay circuit disconnect fuse block with fuses

6 Current transformers, multi ratio, standard burden

1 Device 10, Trip selector switch

1 Device 43, Auto/Manual selector switch

3 10 pole test switch with rear wired connection and semi-flush mount, current or potential as required, SecuControl ST

1 SEL 751501ACACA7085A630

1 Lot nameplates

**(2) Sets of switchgear AC control power equipment, each to include:**

- Closed door racking type roll-out assembly complete with primary fuses
- Secondary molded case circuit breaker
- Set safety interlocks primary & secondary

1 Fixed mounted CPT, 25kVA, 27600-120/240V, 60Hz, single phase

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**(1) Set of switchgear accessories to include:**

- 1 Manual charging handle
- 1 Circuit breaker racking handle
- 1 Interlock override
- 1 Circuit breaker test cabinet with secondary disconnect plug
- 1 Test coupler
- 1 Circuit breaker lift truck
- 1 Quart of touch up paint
- 1 FT Test Kit
- 1 Lot of Coax cable
- 1 Installation of fiber optic cable and pads for Arc Flash Sensing

REFERENCE: 23-102 Metal Clad Switchgear Building F

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125 VDC System

**Energys OPzS Series 20 Year VRLA  
125VDC 20 Year VLA Tubular Plate Lead Selenium Station Battery sized per the below  
parameters:**

Number of Cells: <b>60</b>	Minimum Temperature: <b>77 °F</b>
Number of Jars: <b>60</b>	Design Margin: <b>1.10</b>
Final volts per cell: <b><u>1.75 vpc (average)</u></b>	Aging Factor: <b>1.25</b>
Parallel Strings: <b>1</b>	

Profile: Step Load  
Step 1: 68.20 amps for 1 minutes  
Step 2: 25.00 for 2878 minutes  
Step 3: 68.200 for 1 minutes  
Random Amp: N/A  
Random Time: N/A  
Total Time: 2880 minutes  
AH Removed: 1201.44

Battery:  
**Model: 11OPzS 1375**  
Specific Gravity: 1.24  
C8 Rating to 1.75ECV @ 77f: **1631Ah**  
C8 Rating to 1.75ECV @ 77f: **171.25kW**  
% of Requirement: 115%

Number of Cells: 60  
Number of Jars: 60  
Number of Plates: 33

**Jar Weight: 239..8 lbs.**  
**Battery Weight: 14,388 lbs.**

Battery String Information:  
Float vDC: 133.8 vDC Nominal Float (2.23vDC per cell)  
Max vDC: 144. vDC Nominal Equalize (2.4vDC per cell)

**Electrolyte Volume:**  
**Per cell: 7.3 gal**  
**Per string: 438 gal (60 cells in the string)**

**Heat Loss @ 25 amp discharge:**

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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Heat Generated Per 72 hr. Cycle: 117,922 BTU  
Heat Generated on 48 hr. Discharge: 35,377 BTU  
Heat Generated on 24 hr. Charge: 82,546 BTU  
Heat Generated on Float Charge: 127.8 BTU/hr

**Hydrogen Evolution: (ml H<sub>2</sub> / Hour) at float voltage**

Per Cell: 379.17 ml/hour

**Per String: 23 liters/hour (60 cells in the string)**

Cell vDC: **2.23** vDC

Temperature: 77.0 °F

**Hydrogen Evolution: (ml H<sub>2</sub> / Hour) at equalize voltage**

Per Cell: 2.9 liters/hour

**Per String 176 liter/hour (60 cells in the string)**

Cell vDC: **2.40** vDC

Temperature: 77.0 °F

Cell Resistance & Short Circuit:

Short Circuit Current: **8800 max. amps.** Maximum calculated Short Circuit Current in Amperes

Cell Resistance: 0.000220 ohms. Resistance expressed in ohms, for Cell + 1 Connector

**Standard Jar: Styrene Acrylonitrile (SAN)**

Safety Vent: vent plugs with flame arrestor

Terminals: Lead alloy leak proof terminal and fully insulated solid copper inter-cell connectors

**125VDC 20 Year Flooded Station Battery System Terminal Covers | Including terminal plate**

Qty 5 - 827437 COVER, CONN,6'LONG,GRAY(SS=250)

Qty 4 - 825472 COVER, TERM.PLATE,SMALL (30)

**2 Tier Seismic Battery Rack**

**Qty: 2**

(Includes 58 spacers per rack EGD-SPCR10-33-39)

**Model: AR12T1RERE2BP144**

Style: 2 Tier

Rails: Powder Coated

'Painted' Rail

Rating: IBC 2012 (AC-156) SDs=1.0, Ip=1.5, z/h=1.0 (top of building) | SDs=1.6, Ip=1.5,

z/h=0.0 (at/below grade)

IEEE - 693 Moderate Qualification

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**Dimensions of a single rack**

**Length: 144 in**

**Width: 21.5 in.**

**Height: 67.19 in.**

**Height to top of Battery: 83 in.**

**Weight: 492 lbs. X 2 Racks = 984 lbs**

**Spill Containment System**

**Qty: 2**

**Enviroguard Eagle System – EAGLE-31-88**

Length 88 in.

Width 31 in.

Weight 186 lbs X 2 racks = 372 lbs

**Alpha ACS-WM-125**

**240V 1 phase input | 125VDC 70 amp output | Single Charger Configuration**

*Charger capacity calculations:  $1.1 \times 1201.44\text{Ah removed}/24 \text{ hr. recharge} + 25 \text{ amp continuous} = 80.06 \text{ amps}$ . Use 70 amp charger. (Next step up from 70 amps is 105 amps which required a 3Ph input)*

***Thus actual recharge time is 29 hours with this charger***

**Model: Part number to be determined, Normally this charge is floor mounted but they configured for wall, No part number yet**

ACS Wall Mount Charger: 125VDC/8.8KW(70A) \$9,995.97 \$9,995.97

Part No: TBD

Input: 208/240VAC/1phase/60Hz

Output: 125VDC/70A

Dimensions: 22.25" W x 20.25" D x 21.39" H

Consisting of

NEMA 1 Enclosure, Wall Mounted, Color:RAL 9005

1 x Cordex HP Controller

2 x Cordex CXRC 125-4.4Kw

3 x Cordex 4.4 Kw Module Blank

1 x Cordex 19" Flush Mount Shelf, 5xCXRC

1 x Breaker Panel

208/240VAC 1 Phase Input CB

125VDC Output CB

Alarms: AC Fail, Low Charger Output Voltage, High Charger Output Voltage, Charger Fault, & Ground Fault

DNP3 Adapter and Associated Power Supply

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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Lead Time: 24 - 34 Weeks ARO

**Dimensions and Weight Single Charger**

**Height 21.39 in**

**Width 2.25 in**

**Depth 20.25 in**

**Weight 160 lbs**

**Floor mount | top cable entry**

**Heat Loss 600 Btu/Hr. at 100% charger capacity**

**Input Amps required @ 240V – 80 amps**

**Battery Charger Approval Drawings**

**Certified Copy of Factory Test Results**

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**SCADA and Communication Cabinet**

**(1) SCADA and Communication Cabinet to include:**

- QTY 2 EA: RACK ASSEMBLY - 90.125"H X 30"W X 20.125"D, 48 RU, W/DUAL ENDCOVER HCUDW903, MATERIAL 125 5052 H32 ALUMINUM BRUSHED (HARCRAFT #HCURC001)
- QTY 15 EA: BLANKING PANEL - 1RU, ALUMINUM (HARCRAFT #HCUH01)
- QTY 2 EA: BLANKING PANEL - 3RU, ALUMINUM (HARCRAFT #HCUH03)
- QTY 1 EA: BLANKING PANEL - 20RU, ALUMINUM (HARCRAFT #HCUH20)
- QTY 1 EA: BLANKING PANEL - 8RU, ALUMINUM (HARCRAFT #HCUH08)
- QTY 1 EA: BLANKING PANEL - 10RU, ALUMINUM (HARCRAFT #HCUH10)
- QTY 1 EA: BLANKING PANEL - 9RU, ALUMINUM (HARCRAFT #HCUH09)
- QTY 4 EA: 19" RACK PANEL EACH W/ 3 X 10P SAX TERMINAL BLOCKS FOR POTENTIAL / SIGNAL
- QTY 1 EA: TEST PLUG FOR SAX TERMINAL BLOCK
- QTY 1 EA: MINIATURE CIRCUIT BREAKER - 32A, 2P, 125VDC, 10KAIC, DIN RAIL MOUNT (EATON #FAZ-C32/2-DC OR AVAILABLE EQUAL)
- QTY 9 EA: MINIATURE CIRCUIT BREAKER - 3A, 2P, 125VDC, 10KAIC, DIN RAIL MOUNT (EATON #FAZ-C3/2-DC OR AVAILABLE EQUAL)
- QTY 4 EA: MANAGED HARDENED GIGABIT ETHERNET SWITCH - POE+ RACK MOUNTABLE, (24) 10/100/1000BASE-T, POE+ PORTS + (4) 100/1000BASE-X SFP SLOTS + (4) 1G/10GBASE-X SFP+ SLOTS (TRANSITION NETWORKS #SISPM1040-3248-L)
- QTY 2 EA: REAL-TIME AUTOMATION CONTROLLER - 8GB RAM, 32GB SSD, 2.0GHZ (SEL #3555-9CP2)
- QTY 1 EA: SATELLITE-SYNCHRONIZED NETWORK CLOCK - SEL-2488 W/ ANTENNA (SEL #24880RAA1181AX23X)
- QTY 1 EA: DISCRETE PROGRAMMABLE AUTOMATION CONTROLLER (DPAC) - SEL 2440, HORIZONTAL PANEL MOUNT (SEL #24402H12A6311640 /2440#B624)
- QTY 4 EA: COAX CONNECTOR - BNC MALE FOR RG-58 COAX CABLE (SCHWEITZER #915900505)
- QTY 2 EA: 2RU PATCH PANEL - 4 ADAPTER PLATES, LC DUPLEX 24 SM OS1/2, NO PIGTAILS, 2 SPLICE TRAYS, 1 STRAIN RELIEF CLAMP (RLH INDUSTRIES#PRO-2B-1-B53-N2-1)



**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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- QTY 15 EA: ETHERNET CABLE - CAT 5E, BLUE, 14FT, RJ45 MALE TO RJ45 MALE (AUTOMATION DIRECT #C5E-STPBL-S14)
- QTY 2 EA: COAXIAL CABLE - RG-6 CABLE (SCHWEITZER #C960)
- QTY 3 EA: TERMINAL STRIP - 30A, 600VAC/DC, 12 POINT (MARATHON #1512STD)
- QTY 1 EA: GROUNDING BAR - 12 PORT, #14 - #4AWG, 2/0 MAIN, TIN-PLATED COPPER (PANDUIT #UGB2/0-414-12)
- QTY 2 EA: DIN RAIL - TS35 X 7.5, ZINC PLATED, SLOTTED, 2M STICK (WEIDMULLER #0514500000)

**Minor Materials**

- Nameplates & Labels (Manufacturer, Customer & Component ID)
- Controls - #14AWG SIS Wire, Terminals, Non-Rotating Wire Markers
- Control Power & Potential - 10-12AWG SIS Wire, Terminals, Non-Rotating Wire Markers
- Component Bonding - #14-10AWG Green
- Main Bonding - #6AWG Green
- Zinc Component Mounting Hardware
- Wire Protection & Securing
- Nameplates

**Includes 120 Internal Panel Wires - Additional Wires Subject to Price Adder**

**Customer Supplied Materials**

- None

**Labor & Other**

- All Labor to Securely Mount, Assemble, Wire & Bond to Constitute a Complete System (As Applicable)
- Procurement, Professional Engineering & Project Management Oversight
- Standard Internal QC, Inspection, Test
- Shipping Preparation & Packing to Ensure Secure Domestic Transportation

**Other Available Options**

- Consult Zarlec Factory

**Physical Data**

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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- Dimensions: 90.125"H X 60"W X 20.125"D
- Weight: 320 Lbs
- External Power Circuits: 1 X 30A/2P
- Heat Loss: 250W

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**Fire Detection System**

Provide Notifier addressable fire alarm control panel with smoke detectors, manual pull stations and notification devices for City of Lake Worth Beach project. This project include design, calculations, a submittal package, and a complete installation, which is to be performed at Powell facility.

FL Fire Marshal Plan Submittal and Final Checkout with Fire Marshal:

**Building fire Alarm Bill of Materials Per Building:**

<b>Qty.</b>	<b>Part No.</b>	<b>Description</b>
1	MS-4	Firelite Conventional Fire Alarm Panel
3	2W-B	System Sensor smoke detector
2	BG-12L	Firelite Conventional Pull Station
2	P2RL	System Sensor Weatherproof Horn/Strobe
1	MR-201-C/R	Space Age Multi Voltage Relay
2	PS1270	Power Sonic 12V 7AH Battery

Lot – Licensed Fire Alarm Installation Labor

Lot – Installation Materials

Lot – Programming Labor

Lot – Design & Submittal Package

**SCOPE OF WORK:**

- Provide shop drawings, calculations, and manufacturer’s datasheet and manual.
- Furnish labor and materials for the installation of all Vanguard supplied equipment.
- FAT Testing in the presence of the Authority Having Jurisdiction at Powell’s facility.
- Provide “as-built” drawings and “Operation Manuals” subsequent to the completion of the installation.
- The fire alarm system is based on the building dimensions stated above.
- Vanguard has proposed conventional fire alarm system for the proposed building.
- Vanguard will utilize 1900 & 40 boxes for building split.
- Florida fire Marshal permit and final commissioning at the end user location is included in this proposal.
- Vanguard has proposed surface mounted fire system devices under this proposal.
- Fire extinguishers shall be supplied by others.

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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- Any site orientation classes, drug testing and background check fees and technicians' hours is not included under this proposal.
- Any delay during commissioning at Florida site will be billed at time and material basis.
- Vanguard is not responsible for connecting the building fire panel to the site wide fire alarm system.

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**PROPOSAL SUMMARY**

Powell Automation Division (PAD) is pleased to provide this proposal to the City of Lake Worth Beach for programming of OnBoard Racking utilizing Powell’s Sentry Technology and an **OPTION** for Circuit Breaker Monitoring. This proposal is based on hardware provided by Powell Electrical

**ONBOARD® RACKING (OBR)**

Statistics indicate that the manual racking of a circuit breaker on and off a live bus carries one of the greatest safety risks for operations personnel. At Powell, our primary goal is to continue the development of safety-centered products for the protection of personnel and assets. The OnBoard racking product epitomizes this goal.

For each switchgear lineup, PAD will provide Sentry OnBoard Racking (OBR) units to allow for remote racking-in/out of the circuit breakers.

Installation of the monitoring equipment is to be done by the switchgear manufacturer. The quantity of devices are listed in **Section 4.1: BILL OF MATERIALS**

**1.1 BILL OF MATERIALS**

**SOURCE SWGR S1 S2**

MANUFACTURER	DESCRIPTION	QTY
POWELL	SENTRY™ CONTROL UNIT	3
POWELL	PROXIMITY SENSOR	3
POWELL	LOCKOUT/TAGOUT SWITCH	3
POWELL	REMOTE CONTROL PORT ASSEMBLY	3
POWELL	HAND-HELD CONTROLLER	1
MISCELLANEOUS	TERMINAL BLOCKS, FUSES, ETC.	1 LOT

**LOAD SWGR M1 M2**

MANUFACTURER	DESCRIPTION	QTY
POWELL	SENTRY™ CONTROL UNIT	9
POWELL	PROXIMITY SENSOR	9
POWELL	LOCKOUT/TAGOUT SWITCH	9
POWELL	REMOTE CONTROL PORT ASSEMBLY	9
POWELL	HAND-HELD CONTROLLER	1
MISCELLANEOUS	TERMINAL BLOCKS, FUSES, ETC.	1 LOT

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**DELIVERABLES**

**By Powell Automation Division**

- ✓ Configured Sentry™ Units
- ✓ Communication Drawings

**By Powell Electrical Division Houston**

- ✓ Hardware Installation

**By Customer**

- ✓ Any special device addressing formats

**CIRCUIT BREAKER MONITOR (CBM) OPTION**

The breaker mounted CBM module uses advanced algorithms, analyzing past and present circuit breaker data to determine your breaker health and informing of potential faults or problems. Interfaced with the Powell BreakerView™ software, a client can further analyze data from their computer, as it offers intuitive data dashboards, alert management functions, maintenance reports and trending of data, together with its baseline.

Included in this proposal are the Infrared Interface Module (IRIM) & External Interface Module (EIM) which are required for data collection from the onboard CBM module, which will be installed into the breaker cubicle door. The client can then communicate remotely with the CBM through the IRIM module by Modbus with an RS485 interface, or locally through the EIM via USB port.

**1.2 BILL OF MATERIAL**

**SOURCE SWGR S1 S2**

MANUFACTURER	DESCRIPTION	QTY
POWELL	CIRCUIT BREAKER MONITOR (PROVIDED BY SWGR MANUFACTURER)	3
POWELL	IRIM MODULE	3
POWELL	EIM MODULE	3

**LOAD SWGR M1 M2**

MANUFACTURER	DESCRIPTION	QTY
POWELL	CIRCUIT BREAKER MONITOR (PROVIDED BY SWGR MANUFACTURER)	9
POWELL	IRIM MODULE	9
POWELL	EIM MODULE	9

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**DELIVERABLES**

**By Powell Automation Division**

- ✓ Configured CBM—IRIM/EIM Units
- ✓ BreakerView™ License
- ✓ Communication Drawings

**By Powell Electrical Division Houston**

- ✓ Product Installation

**By Customer**

- ✓ Any special device addressing formats

**WORKSTATION**

PAD will provide the following workstation for HMI visualization of the BreakerView servers:

**ENCLOSURE: BREAKERVIEW WORKSTATION**

DESCRIPTION	QTY
WALL MOUNTED ENCLOSURE	1
INDUSTRIAL COMPUTER (BREAKERVIEW)	1
19" LCD TOUCHSCREEN MONITOR	1
24V DC POWER SUPPLY	1
TERMINAL BLOCKS, NAMEPLATES, ETC.	1 LOT

**DELIVERABLES**

**By Powell Automation Division**

- ✓ As-Built Drawings for MCS Enclosures
- ✓ Procurement and Construction of MCS Enclosure
- ✓ Configured Breakerview EdgeServer

**SERVICES INCLUDED/NOT INCLUDED**

**Included**

- ✓ Project Management from Order Entry to Delivery
- ✓ Coordination with Electrical and Mechanical for Drawing and Manufacturing
- ✓ FAT Plan – For Approval/Final

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**Not Included**

- ✓ Professional Engineering Studies
- ✓ Determination or programming of relay protection settings
- ✓ Customer witnessed Factory Acceptance Testing
- ✓ Field service of any kind



**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**COMMENTS and CLARIFICATIONS**

Commercial & technical comments, clarifications and exceptions will be detailed in either:

- Powell's standard Clarification Log SAE-FO-033, or
- The customer supplied clarification log which was provided with the RFP

The applicable clarification log will accompany this proposal as a separate attachment and shall be referenced as a part of any resulting contract or purchase order.

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**COMMERCIAL SUMMARY**

Power Control Room (PCR) PCR_REV1 .....	<b>\$1,056,428.00</b>
DC Charging Systems.....	<b>\$18,853.00</b>
Battery Ship to Customer .....	<b>\$124,820.00</b>
Cabinets / Relay Panels/SCADA .....	<b>\$115,564.00</b>
Fire Systems Ship .....	<b>\$8,978.00</b>
PV System 27 kV ND Switchgear and Accessories SWGR_S1_S2 REV1 .....	<b>\$470,222.00</b>
PV System 27 kV ND Switchgear and Accessories SWGR_M1_M2 REV1 .....	<b>\$782,381.00</b>
Technologies and Systems On-Board Racking.....	<b>\$94,136.00</b>
Powell Standard Documentation.....	INCLUDED
2 days site supervision.....	\$27,000.00
Estimated Freight.....	<b>\$295,508.00</b>
<b>TOTAL.....</b>	<b>\$2,993,890.00</b>

**OPTIONS**

SWGR_S1&S2 Circuit Breaker Monitor Adder.....	<b>\$4,526.00</b>
SWGR_M1&M2 Circuit Breaker Monitor Adder .....	<b>\$11,083.00</b>
FL Fire Marshal Plan Submittal and Final Checkout with Fire Marshal.....	\$5,071.00
Start-Up Spare Parts.....	\$10,290.00
Two-Years Spare Parts .....	\$71,189.00

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**Freight/Risk Transfer:**

**Freight Prepaid: DAP Gate at customer jobsite**

(INCOTERMS 2010 – freight allowed and included in quoted price)

Equipment will be delivered DAP to gate at customer site by Powell nominated carrier. Risk shall pass at customer gate.

Good faith pricing for above prepaid freight options based on:

- Gate - to - gate transport only
- Standard heavy haul tractor/trailer configurations with air ride trailers
- Approved routings based on DOT information at time of bid
- Fuel rates at time of bid
- Bucket trucks (if required)
- Permits and Escorts as required by overall weights and dimensions
- Quantity and size of each shipping section at time of bid
- Four hours of free time are included at jobsite, after which \$325 per hour demurrage charges may apply

Pricing for prepaid shipping may be impacted by the following:

- Inability of Powell's designated carrier to transport to an offload location within the customer facility using the standard tractor/trailer configuration which was used as the basis of this estimate
- The requirement for specialized transport equipment such as SPMT's (self-propelled motorized transports) within the customer facility due to tight turn radius or in-plant obstructions.
- Detention/Demurrage charges due to unforeseen re-routing or delays as directed by Department of Transportation, State, or City officials. This may be due to weather conditions, new road construction, traffic accidents, or other factors beyond Powell's knowledge or control at the time of this estimate.
- Significant increases in fuel rates or surcharges.
- Scope and design changes during the project that result in increases to overall weights and dimensions of one or more shipping sections.

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**TERMS & DELIVERY**

**General:**

Powell's standard Terms and Conditions shall apply to any contract resulting from this quotation, unless negotiated otherwise prior to acceptance of order.

Drawings shall be submitted in Powell's standard format.

Factory acceptance testing of equipment manufactured by Powell shall be per Powell's established ISO QA/QC procedures, and in accordance with applicable IEEE industry standards.

Factory acceptance testing of major buy-out items, if required, shall take place at the factory of origin and at buyer's expense. Major buy-out components may include, but are not limited to: packaged HVAC systems, DC Systems, UPS systems, third-party LV motor control, VFDs, etc.

**Project Schedule:**

**Drawings for Approval:**  
**Submitted 24 to 25 Weeks after acceptance and confirmed agreement of purchase order.**

**Shipment:**  
**52 to 54 weeks after return of all drawings approved, with full release for manufacture.**

Lead-times for drawings and delivery are based on engineering and shop loading at the time of proposal submission. Lead-times may vary based on actual contract award date. Please contact your Powell Sales Representative to discuss potential expedited drawing or delivery options to meet your specific project needs.

Note: Design/Scope changes during drawing approvals and/or after RTM or Record drawing submittals may result in schedule and/or cost impacts.

**Drawings and IOM Manuals:** Powell issues drawings and manuals electronically to a customer specified FTP site, or via Powell Pitstop web based email. Powell generated drawings will be submitted as PDF, but native formats are available upon request. Electronic

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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**Drawing Submittals:**

drawing formats from sub-suppliers will be provided as available from each sub-supplier.

For all projects, Powell will submit (4) drawing packages. The purpose and content of the packages are explained in order of submittal below.

**Approval Drawings:**

**(See Project Schedule Above for Lead Times)**

Approval drawing lead-time is inclusive of our Technical Review Process, which allows Powell to verify that we are in receipt of the latest project design information.

Tech Review will be completed within 1-3 weeks of order entry. Any resulting questions/clarifications will be submitted for customer acceptance and/or response before Powell completes and issues approval drawings.

**Release to Manufacturing Drawings:**

**Submitted (3-4) Weeks after return of approval drawings.**

RTM drawings will incorporate approved-as-noted customer mark-ups after return of approval drawings. This documents that the changes have been captured and incorporated into the final design for released to fabrication.

**Record Drawing Package:**

**Submitted (4-6) weeks after issue of RTM drawings.**

The Record drawing package will include:

- All previously submitted drawings with changes incorporated
- Detailed wiring diagrams
- PCR interconnection schedules (if applicable)
- Conduit schedules (if applicable).

Scope changes requested after completion of Record drawing package will be documented on final As-Built drawings which are submitted after shipment.

**As-Built Drawings:**

**Submitted (2-4) Weeks after shipment from Powell Factory.**

Certified As-Built Drawings will reflect the final design and construction of the equipment as it left the Powell factory upon completion.

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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<b>Pricing:</b>	Pricing is firm through Powell's quoted drawing and delivery schedule.
<b>Taxes and Duties:</b>	None included in base proposal.
<b>Terms of Payment:</b>	Net (30) days from invoice date.
<b>Milestone Billing:</b>	<p>The following progress payments are applicable to this proposal:</p> <ul style="list-style-type: none"><li>20% : At Order Acceptance</li><li>25% : At Approval Drawing Submittal</li><li>35% : At Release to Manufacture (RTM)</li><li>20% : At Ship</li></ul>
<b>Cancellation Charges:</b>	<p>The following cancellation percentages are applicable to this proposal:</p> <ul style="list-style-type: none"><li>25% : After Order Acceptance</li><li>50% : After Submittal of Approval Drawings</li><li>90% : After Release to Manufacture</li><li>100% : After Start of Fabrication</li></ul>
<b>Shipping Preparation:</b>	Standard domestic preparation is included in quoted price.
<b>Warranty:</b>	<p>Powell standard warranty, 12 months from energization or 18 months from date of shipment, whichever occurs first.</p> <p>Note: Extended warranty terms available upon request. Please contact your Powell Sales Executive for more information.</p>
<b>Spare Parts Quotation:</b>	Will be supplied upon completion of customer approved bill of material.
<b>Customer Witness Testing:</b>	<p>(4) Standard testing days (virtual or onsite), Monday thru Friday, included in quoted price. Additional days, if requested, will be billed at \$2,500 per day.</p> <p>Custom or non-standard testing scenarios can be accommodated. Please consult your Powell Sales Representative for details for pricing.</p>
<b>Field Services:</b>	Not included in quoted scope of supply. Please refer to attached

**REFERENCE: 23-102 Metal Clad Switchgear Building F**

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Powell Field Service Rate Schedule.

For Proposals that specify a split-PCR shipment, Powell recommends that a factory certified technician be present in an advisory capacity to the installing contractor during re-assembly. Please provide advance notice of 7-10 working days, allowing Powell adequate time to schedule a technician for this service at your site.

Thank you for the opportunity for Powell to serve you. Should you have any questions or additional requirements please contact me.

Submitted by:



Matt Smith  
Sales Representative  
713.947.4656  
[Matt.smith@powellind.com](mailto:Matt.smith@powellind.com)

/pf

**City of Lake Worth Beach**  
**IFB 23-102 Metal Clad Switchgear Building**  
**Bid Tab**



			Eaton	National Breaker Services	Powell Electrical	Siemens Industry Inc
			3	2	1	4
ITEM #	DESCRIPTION	QTY	TOTAL	TOTAL	TOTAL	TOTAL
1	total price for complete Metal Clad Switchgear set delivered, FOB Destination Lake Worth Beach Electric Utility(Excluding training)	1	\$3,238,025.37	\$3,216,250.00	\$2,993,890.00	\$3,381,525.00
	<b>Final Total Cost:</b>		<b>\$3,238,026.37</b>	<b>\$3,216,251.00</b>	<b>\$2,993,891.00</b>	<b>\$3,381,526.00</b>
	<b>Swithgear and Break Training Cost</b>	1	<b>\$5,313.46</b>	<b>\$6,500.00</b>	<b>\$11,000.00</b>	<b>\$10,000.00</b>
	Bid Form (B1)		Submitted	Submitted	Submitted	Submitted
	Bidder's Minimum Qualifications (B2)		Submitted	Submitted	Submitted	Submitted
	Bid (B3)		Submitted	Submitted	Submitted	Submitted
	Substitution Sheet & Delivery (B4)		Submitted	Submitted	Submitted	Submitted
	Substitution Sheet (B5)		Submitted	Submitted	Submitted	Submitted
	Manufacturer Verification Form (B6)		Submitted	Submitted	Submitted	Submitted
	Reference List (B7)		Submitted	Submitted	Submitted	Submitted
	Affidavit Non-Collusion (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 Business Enterprise, Small Business and/or Local Business Preference Claimed (B12)		N/A	N/A	N/A	N/A
	Manufacturer Data Sheet/Technical Specifications/Technical Drawings (must be submitted)		Submitted	Submitted	Submitted	Submitted
	<b>BID COMPLIANCE</b>		<b>compliant</b>	<b>compliant</b>	<b>compliant</b>	<b>compliant</b>



# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** June 27, 2023

**DEPARTMENT:** Electric Utility

**TITLE:**

Consent to Easement within the Federal Right-of-Way of the Intracoastal Waterway in the Lake Worth Lagoon to be issued by the US Army Corps of Engineers (USACE)

**SUMMARY:**

A USACE permit is required to perform undersea soil borings in the Lake Worth lagoon. This work is to confirm the feasibility of the future path for the cables and piping to be installed under the seabed from the mainland to the Casino complex on the barrier island.

**BACKGROUND AND JUSTIFICATION:**

The design plan for the new underground cables and piping to cross under the Intracoastal Waterway to the beach Casino complex requires confirmation of the feasibility of the proposed pathway. The identified pathway's seabed composition needs to be evaluated using geotechnical survey test borings.

This Federal Right-of-Way falls within the jurisdiction of the USACE. A requirement for USACE Permit SAJ-2022-03657 is that the City of Lake Worth Beach to execute the USACE Consent to Easement.

The Consent has been reviewed by our City Attorney who has confirmed that it is legally sufficient.

**MOTION:**

Move to approve/disapprove the Consent to Easement for Permit SAJ-2022-03657 to be issued by USACE in the Federal right-of-way.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Consent to Easement Transmittal from USACE  
Consent to Easement Agreement  
Geotechnical Survey Investigations Permit



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT  
701 SAN MARCO BOULEVARD  
JACKSONVILLE, FLORIDA 32207-8175

May 4, 2023

City of Lake Worth Beach  
Attn: Brian F. King  
1900 2<sup>nd</sup> Avenue North  
Lake Worth Beach, Florida 33461  
Sent via email only to [bking@lakeworthbeachfl.gov](mailto:bking@lakeworthbeachfl.gov)

Dear Mr. King:

This letter is in reference to the Department of the Army Permit No. SAJ-2022-03657 (NW-JKA) that authorizes the construction of the requested structures within the Federal right-of-way of the Intracoastal Waterway, Jacksonville to Miami Project, Palm Beach County, Florida. Since the authorized construction is within the Federal right-of-way of the Intracoastal Waterway, a Consent to Easement must be executed by you and the Government.

Accordingly, my office has enclosed Department of the Army Consent to Easement No. DACW17-9-23-0108 for your review and signature. Please ensure that you sign the Consent in the presence of two witnesses, but do not date the Consent as it will be dated when signed on behalf of the Government. Once signed, please return the Consent no later than sixty (60) days from the date of this letter by email to [christopher.f.kelly@usace.army.mil](mailto:christopher.f.kelly@usace.army.mil). After the Consent is signed on behalf of the Government, the executed Consent will be forwarded to you.

Please note that this Consent does not authorize construction of any other upland structures within the Federal right-of-way, and any unauthorized structures are subject to removal. Thank you for your cooperation. Should you have any questions, please contact Christopher F. Kelly at [christopher.f.kelly@usace.army.mil](mailto:christopher.f.kelly@usace.army.mil).

Sincerely,

*Timothy H. McQuillen*  
Timothy H. McQuillen  
Chief, Real Estate Division

Enclosure

**DEPARTMENT OF THE ARMY  
CONSENT TO EASEMENT  
TO USE CORPS OF ENGINEERS RIGHT-OF-WAY**

Consent No. DACW17-9-23-0108  
Project: Intracoastal Waterway,  
Jacksonville to Miami  
Palm Beach County, Florida  
Tract No. 629

**THIS CONSENT TO EASEMENT AGREEMENT**, made by and between the **UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY**, hereinafter referred to as the "Government", acting by and through the Real Estate Contracting Officer, Chief, Real Estate Division, hereinafter referred to as "said officer," and **CITY OF LAKE WORTH BEACH**, hereinafter referred to as the "Grantee":

**WHEREAS**, the Government has acquired a right-of-way easement over the above-numbered tract of land, which easement, by its terms, reserves to the Government, in perpetuity, the right to use said easement for the construction, improvement, and maintenance of the Intracoastal Waterway, Jacksonville to Miami, Palm Beach County, Florida; and

**WHEREAS**, the Grantee has requested to construct, use, maintain, control, operate, and repair structures on, across, over, and under a portion of the lands identified as Tract No. 629, Section 27, Township 44 South, Range 43 East, Palm Beach County, Florida. The general location of which is shown in red on Exhibit "A", attached hereto and made a part hereof; and

**WHEREAS**, the Government has issued Department of the Army Permit No. SAJ-2022-03657 (NW-JKA) authorizing the Grantee's construction of the specified structures under certain conditions, including the requirement that the Grantee obtain a Consent to Easement Agreement from the Government.

**NOW THEREFORE**, this Consent to Easement Agreement is granted and accepted under the following conditions:

1. That construction shall be in accordance with the drawings attached hereto and made a part hereof as Exhibit "B" and to Department of the Army Permit No. SAJ-2022-03657 (NW-JKA), incorporated herein by reference.
2. That it is understood that this consent is effective only insofar as the property rights of the Government in the land to be occupied are concerned, and that it does not relieve the Grantee from the necessity of obtaining grants from the owners of the fee and/or other interests, therein, nor does it obviate the requirement that the Grantee obtain State or local assent required by law for the activity authorized herein.

3. That any proposed improvements or use authorized herein shall not be commenced until appropriate rights shall have been obtained by the Grantee from the record owners and encumbrances of the fee title to the lands involved, or until the Grantee has obtained all Federal, State, or local permits required by law.

4. That the proposed improvements or use authorized herein shall be consistent with the terms and conditions of this consent; and that any improvements or use not specifically identified and authorized shall constitute a violation of the terms and conditions of this consent which may result in a revocation of this consent and in the institution of such legal proceedings as the Government may consider appropriate, whether or not this consent has been revoked or modified.

5. That the exercise of the privileges hereby consented to shall be without cost or expense to the Government and under the supervision of and subject to the approval of the said officer having immediate jurisdiction over the property and subject to such regulations as he may from time to time prescribe, including, but not limited to, the specific conditions, requirements, and specifications set forth in paragraph 1.

6. That the Grantee shall supervise and maintain the said improvements and cause it to be inspected at reasonable intervals and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said improvements or the making of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

7. That any property of the Government damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the Grantee shall, if so required by said officer and at his option, pay to the Government an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of Government property.

8. That the Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee, or the persons of Grantee's officers, agents, servants, or employees, or others who may be on said premises at the invitation of the Grantee or the invitation of one of them, arising from Governmental activities on or in the vicinity of the said premises, and the Grantee shall hold the Government harmless from any and all claims.

9. That the Government shall in no case be liable for any damage, either hidden or known, to any improvements herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, or that may result from the future operations undertaken by the Government, and no claim or right to compensation

shall accrue from such damage, and if further operations of the Government require the alteration or removal of any improvements herein authorized, the Grantee shall, upon due notice, from said officer, alter or remove said improvements without expense to the Government and subject to the supervision and approval of the said officer and no claim for damages shall be made against the Government on account of such alterations or removal.

10. That construction and/or operation, maintenance, and use of any improvement's incident to the exercise of the privileges herein granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights nor to endanger lives and safety of the public.

11. That this consent may be terminated by the Government or said officer upon reasonable notice to the Grantee if the Government or said officer shall determine that any improvements or use to which consent is herein granted interferes with the use of said land or any part thereof by the Government, and this consent may be annulled and forfeited by the declaration of the Government or said officer for failure to comply with any or all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

12. That upon relinquishment, termination, revocation, forfeiture, or annulment of this consent, the Grantee shall vacate the premises, remove all property of the Grantee therefrom, and restore the premises to a condition satisfactory to the said officer. If the Grantee shall fail or neglect to remove the said property and so restore the premises, then at the option of the Government or said officer, the said property shall either become the property of the Government without compensation therefor, or the Government or said officer, may cause it to be removed, and the premises to be so restored at the expense of the Grantee, and no claim for damages against the Government, or its officer or agents, shall be created by or made on account of such removal and restoration.

13. That the Grantee within the limits of his respective legal powers shall comply with all Federal, interstate, State, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

14. That the Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the District Engineer, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and the site and the material shall be protected by the Grantee from further disturbance until a professional examination of them can be made or until a clearance to proceed is authorized by the District Engineer.

15. That no additional structures shall be constructed waterward of the Government's right-of-way line and that any structures currently within the right-of-way must be

removed by the Grantee, at Grantee's expense, if future needs of the Government so require.

16. That this consent may not be transferred to a third party without the prior written notice to the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and by the transferee's written agreement to comply with and be bound by all the terms and conditions of this consent. In addition, if the Grantee transfers the improvements authorized herein by conveyance of realty, the deed shall reference this consent and the terms and conditions herein and the consent shall be recorded along with the deed in the Registrar of Deeds or with another appropriate official.

This consent is not subject to Title 10, United States Code, Section 2662.

**IN WITNESS WHEREOF**, I have hereunto set my hand, by authority of the Secretary of the Army, this \_\_\_\_\_, day of \_\_\_\_\_ 2023.

**UNITED STATES OF AMERICA**

BY: \_\_\_\_\_  
TIMOTHY H. MCQUILLEN  
Real Estate Contracting Officer  
Chief, Real Estate Division

**AGREED TO AND ACCEPTED**

**CITY OF LAKE WORTH BEACH**

\_\_\_\_\_  
WITNESS (PRINT NAME)

By: \_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
WITNESS (SIGNATURE)

\_\_\_\_\_  
**SIGN**

\_\_\_\_\_  
WITNESS (PRINT NAME)

\_\_\_\_\_  
WITNESS (SIGNATURE)

**EXHIBIT A**



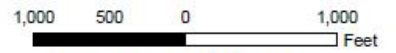
**EXHIBIT A**

Map for Consent to Easement  
 Consent No. DACW17-9-23-0108  
 Permit No. SAJ-2022-03657(NW-JKA)  
 Grantee: City of Lake Worth Beach  
 Near Lake Avenue Bridge Crossing  
 Lake Worth Beach, Palm Beach County, Florida  
 Section 27 - T 44 S - R 43 E  
 11 April 2023

Intracoastal Waterway, Jacksonville to Miami  
 Affects Tract 629

**LEGEND**

- CONSENT AREA
- IIWW PERPETUAL EASEMENT



SCALE: 1 INCH = 1,000 FEET



VICINITY MAP



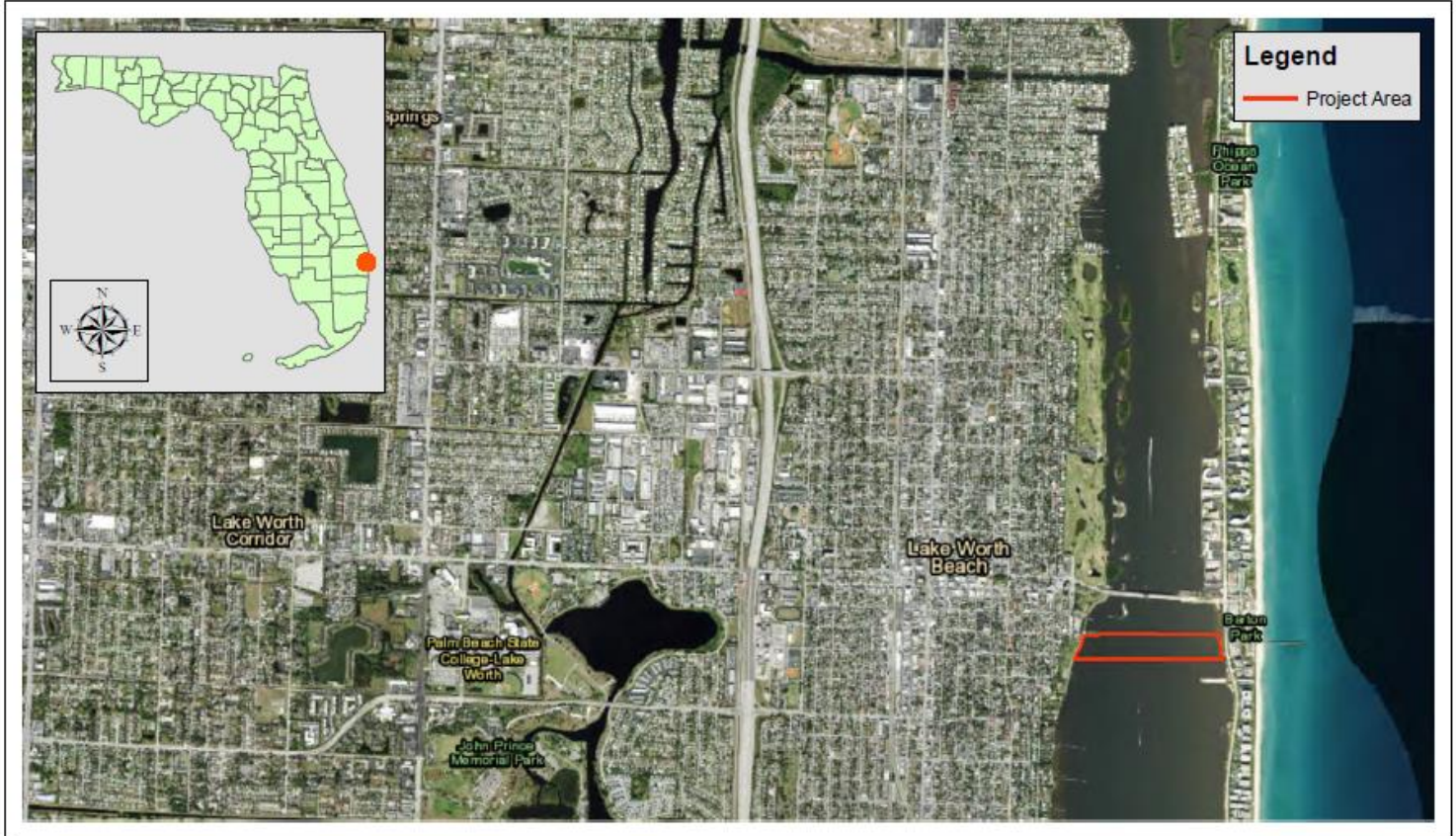
Prepared by:  
 Department of the Army  
 Corps of Engineers  
 Jacksonville District  
 Real Estate Division  
 Technical Services Branch



# EXHIBIT B

U.S. Army Corps of Engineers  
SAJ-2022-03657 (NW-JKA)  
ATTACHMENT 1  
Sheet 1 of 4  
03/09/2023

## LOCATION MAP



**FIGURE 1.0**

Date: 09/08/2022

0.45 0.225 0 0.45 Miles



**CITY OF LAKE WORTH BEACH  
LAKE WORTH LAGOON/INTRACOASTAL WATERWAY  
PALM BEACH COUNTY, FL**

Source: WorldInagery(WGS84)/ArcGIS Online



**EXHIBIT "B", Pg. 1 of 4  
DACW17-9-23-0108**





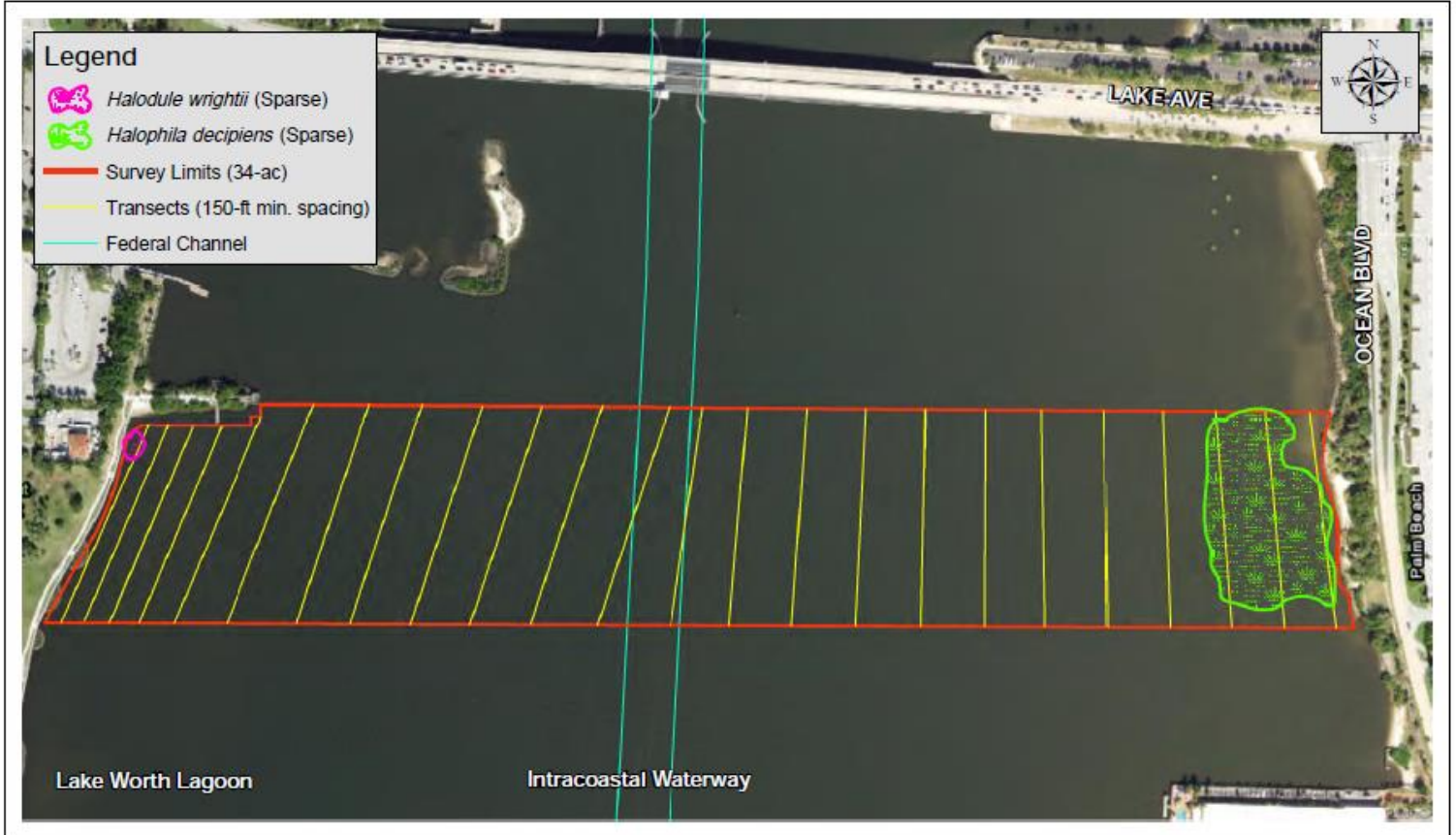
REVISIONS			Drawn By	Checked By	Reviewed By	Date	Scale	Sheet Title	Sheet No.
			AM	AM	AM	02/09/2023	CITY OF LAKE WORTH BEACH	BORING LOCATION PLAN	1
			AM	AM	AM	02/09/2023	CITY OF LAKE WORTH BEACH	BORING LOCATION PLAN	1
			AM	AM	AM	02/09/2023	CITY OF LAKE WORTH BEACH	BORING LOCATION PLAN	1
			AM	AM	AM	02/09/2023	CITY OF LAKE WORTH BEACH	BORING LOCATION PLAN	1
			AM	AM	AM	02/09/2023	CITY OF LAKE WORTH BEACH	BORING LOCATION PLAN	1

<b>ENGINEER OF RECORD</b> ANDREW NELSON, P.E., No. 17430 <b>RADISE International</b> 4151 Road One North, Suite 1114 Palm Beach, Florida, 33481 TEL: 561-841-8700 FAX: 561-841-8704 URL: 18507 www.radise.net		<b>CITY OF LAKE WORTH BEACH</b> COUNTY: PALM BEACH CLIENT: CITY OF LAKE WORTH BEACH		SCALE: VERTICAL: N.T.S. SCALE: HORIZONTAL: N.T.S.	SHEET TITLE: BORING LOCATION PLAN PROJECT NAME: LAKE WORTH BEACH HDD PROJECT	SHEET NO.: 1 RADISE PROJECT NO.: 02-22-100
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**EXHIBIT "B", Pg. 3 of 4  
 DACW17-9-23-0108**

## SEAGRASS SURVEY MAP



**FIGURE 2.0**

Survey Date: 09/08/2022  
300 150 0 300 Feet

CITY OF LAKE WORTH BEACH  
LAKE WORTH LAGOON / INTRACOASTAL WATERWAY  
PALM BEACH COUNTY, FL

Source: WorldInagery(WGS84)/ArcGIS Online



EXHIBIT "B", Pg. 4 of 4  
DACW17-9-23-0108



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT  
4400 PGA BOULEVARD, SUITE 500  
PALM BEACH GARDENS, FLORIDA 33410

March 9, 2023

Regulatory Division  
South Branch  
Palm beach Gardens Permits Section  
SAJ-2022-03657(NW-JKA)

Brian F. King  
City of Lake Worth Beach  
1900 2nd Avenue North  
Lake Worth Beach, Florida 33461  
Sent via email: [bking@lakeworthbeachfl.gov](mailto:bking@lakeworthbeachfl.gov)

Dear Mr. King:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit received on December 16, 2022. Your application was assigned file number SAJ-2022-03657. A review of the information and drawings provided indicates that the proposed work would result in the implementation of three geotechnical survey investigations for future utility line to be installed by horizontal directional drill. Each boring location will have a 6-inch diameter (including casing) and extend to a depth of 100 feet. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403). The project is located in the Intracoastal Waterway and Lake Worth Lagoon immediately south of the Lake Avenue Bridge where it crossing the Intracoastal Waterway, Section 27, Township 44 South, Range 43 East, Lake Worth, Palm Beach County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) 6 (Survey Activities). **This verification is valid until March 14, 2026.** In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. You can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book webpage for links to view NWP information at:

<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once

there, you will need to select "Nationwide Permits." Among other things, this part of the Source Book contains links to the federal register containing the text of the pertinent NWP authorization and the associated NWP general conditions, as well as separate links to the regional conditions applicable to the pertinent NWP verification.

You must comply with all of the special and general conditions for NWP-6, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

**General Conditions (33 CFR PART 320-330):**

1. The time limit for completing the work authorized ends on **March 14, 2026**.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner on the transfer form attached to this letter and forward a copy to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Project Specific Special Conditions:**

The following project specific special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:
  - a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).
  - b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, Florida 32232-0019.

The Permittee shall reference this permit number, SAJ-2022-03657 (NW-JKA), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" Form (Attachment 2).
3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attachment 3) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
4. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
5. **Consent to Easement:** A portion of the authorized work may be located within the Federal right-of-way and therefore, may require a Department of the Army

Consent to Easement. The Permittee shall complete the “Application for Consent to Cross U.S. Government Easement” (Attachment 4) and submit to the Corps Real Estate Division SAJ-RE-Consent@usace.army.mil or Post Office Box 4970, Jacksonville, Florida 32232-0019 or by telephone at 904-570-4514. The application should include a boundary survey map along with the authorized construction plans and specifications for the project. Prior to commencement of construction, the Permittee shall provide a copy of the Corps approved Consent to Easement, or correspondence from the Real Estate Division indicating that a Consent to Easement is not required, to the address identified in the **Reporting Address Special Condition**.

6. **Manatee Conditions:** The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” (Attachment 5). The most recent version of the Manatee Conditions must be utilized.

7. **Jacksonville District Programmatic Biological Opinion (JAXBO):**  
Jacksonville District Programmatic Biological Opinion (JAXBO): Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Johnson’s seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson’s seagrass and its critical habitat are no longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at:  
<http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

8. **Cultural Resources/Historic Properties:**
  - a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.
  - b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease



all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.

- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
- d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

9. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.
  
10. **In the Event of a Frac-Out:** Should a frac-out and release of drilling fluids occur within navigable waters of the U.S., and in-water work is required to remediate the action, the Permittee shall comply with the frac-out contingency plan (Attachment 6).

**Jurisdictional Determination:**

A jurisdiction determination was not completed with this request. Therefore, this is not an appealable action. However, you may request an approved JD, which is an appealable action, by contacting the Corps for further instruction.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this NWP verification or have issues accessing the documents reference in this letter, please contact Jerilyn Ashworth at the letterhead address above, via telephone at 561-545-3171, or via e-mail at [Jerilyn.Ashworth@usace.army.mil](mailto:Jerilyn.Ashworth@usace.army.mil).

Sincerely,



Jerilyn Ashworth  
Project Manager

Enclosures

Cc:

Amanda Montgomery, [Amanda.Montgomery@wginc.com](mailto:Amanda.Montgomery@wginc.com)  
CESAJ-RD-E

**DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST**

**DA PERMIT NUMBER: SAJ-2022-03675(NW-JKA)**

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 15 MB).

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(SUBDIVISION)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(LOT)

\_\_\_\_\_  
(BLOCK)

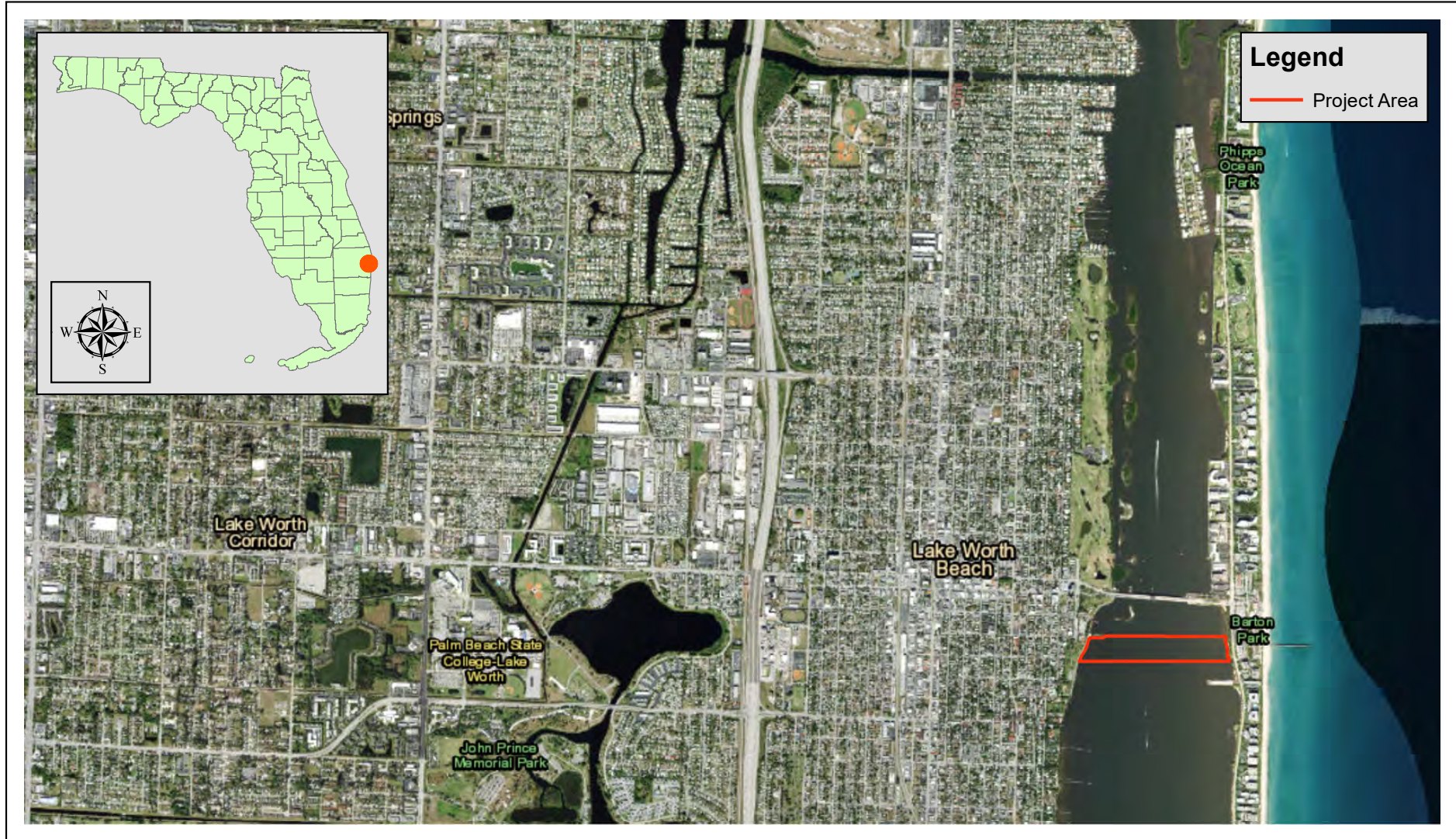
\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(MAILING ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

# LOCATION MAP



**FIGURE 1.0**

Date: 09/08/2022

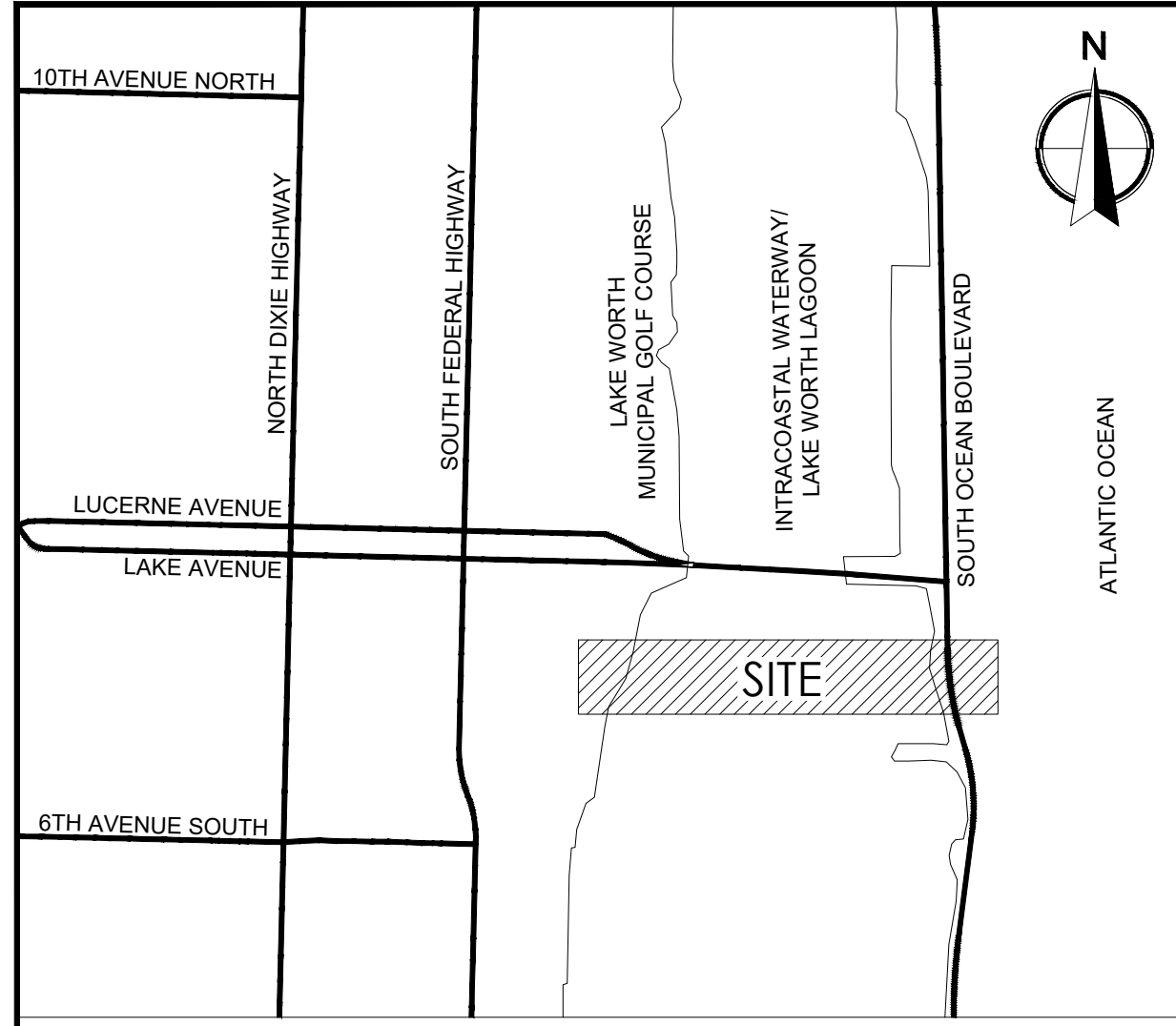
0.45 0.225 0 0.45 Miles



**CITY OF LAKE WORTH BEACH  
LAKE WORTH LAGOON/INTRACOASTAL WATERWAY  
PALM BEACH COUNTY, FL**

Source: WorldInagery(WGS84)/ArcGIS Online





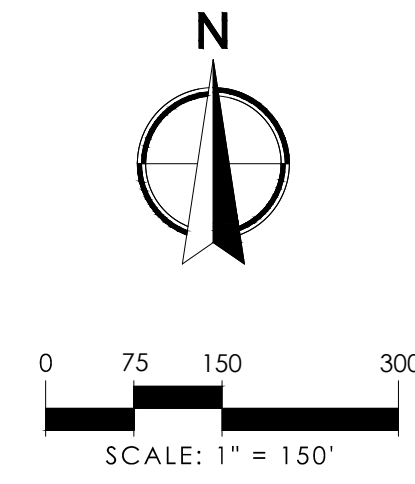
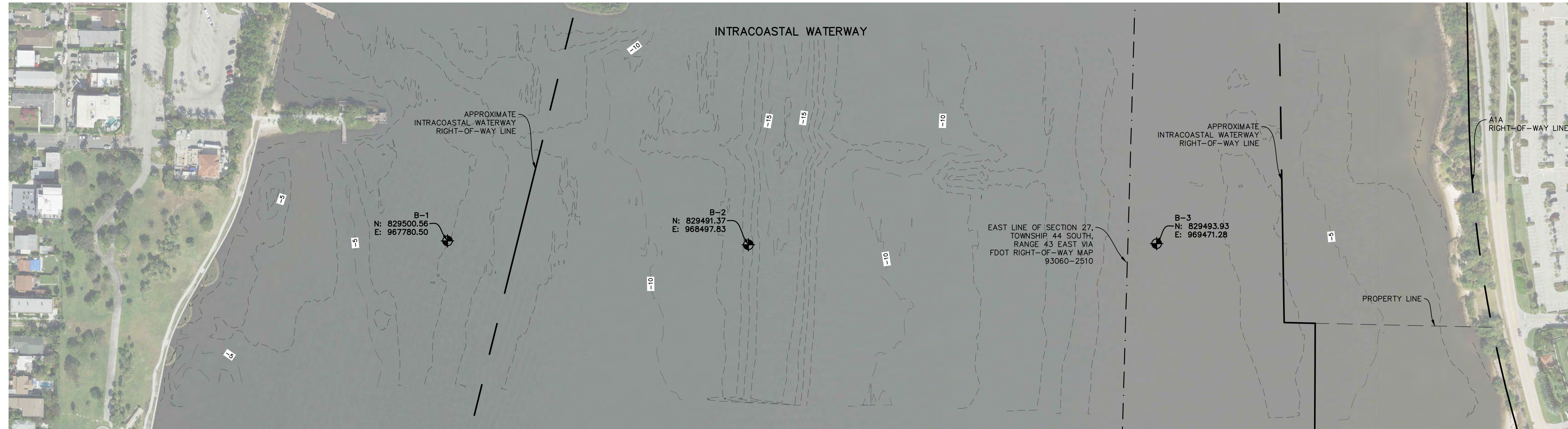
LOCATION MAP

# BORE HOLE EXHIBIT

## LAKE WORTH BEACH ICWW UTILITY CROSSING

### SECTION 26 AND 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST

### PALM BEACH COUNTY, FLORIDA



**LEGEND:**

- 0.00--- = MAJOR CONTOUR & ELEVATION
- - - - - = MINOR CONTOUR

**SURVEYOR NOTES:**

- THE LAST DATE OF FIELD SURVEY WAS NOVEMBER 7, 2022.
- THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
- THIS SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY NGS BENCHMARK P 317, HAVING A PUBLISHED ELEVATION OF 17.13'. TO CONVERT TO NGVD29 ADD 1.539'.
- THE FEATURES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS ESTABLISHED USING THE FDOT FPRN NETWORK OF FIXED BASE STATIONS.
- AERIAL IMAGERY SHOWN HEREON WAS OBTAINED FROM FDOT AND IS SHOWN FOR INFORMATIONAL PURPOSES. THE IMAGERY WAS ACQUIRED IN JANUARY OF 2021.
- UNDERGROUND IMPROVEMENTS WERE NOT LOCATED EXCEPT AS SHOWN.
- THE FEATURES SHOWN HEREON WERE ACQUIRED USING RTK GPS AND HYDROGRAPHIC SONAR METHODS AND WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS FOR ACCURACY.
- THE PROPOSED BORE LOCATIONS B-1, B-2, AND B-3 WERE PROVIDED USING THE FOLLOWING LATITUDE/LONGITUDE COORDINATES (IN DECIMAL DEGREES), AND THEN CONVERTED THROUGH THE NATIONAL GEODETIC SURVEY'S COORDINATE CONVERSION AND TRANSFORMATION TOOL:  
 B-1: W80.046286, N26.612561  
 B-2: W80.044091, N26.612521  
 B-3: W80.041112, N26.612508
- COPYRIGHT ©2023 BY WGI, INC.

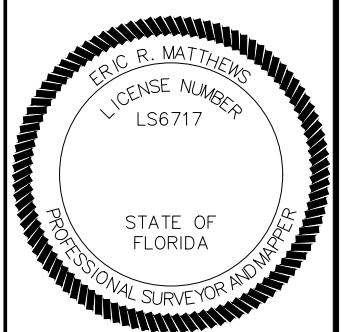


2035 VISTA PARKWAY, WEST PALM BEACH, FL 33411  
 PHONE NO. 888.909.2220 WWW.WGIC.COM  
 CERT. NO. 6091 - LB. NO. 7055

REVISIONS			BY
NO.	DATE	DESCRIPTION	

CAD-DRAWING/ISSUED/DWG	4899.13	ALEX L.	ERIC M.	2022-01-06
JOB NO.		DRAWN BY	CHECK BY	DATE

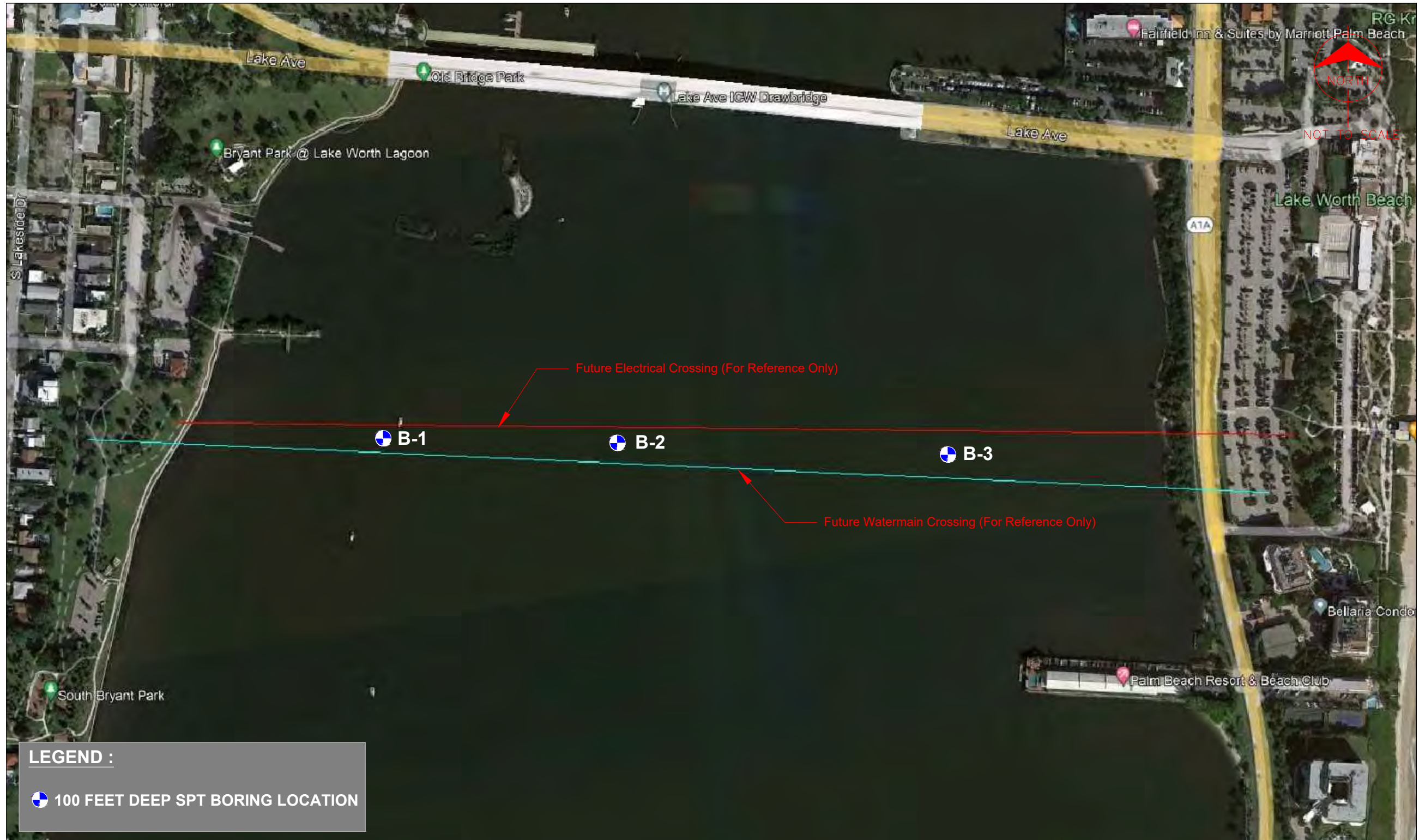
SURVEYOR OF RECORD  
 ERIC R. MATTHEWS  
 PSM# 6717



**BORE HOLE EXHIBIT**  
**LAKE WORTH BEACH**  
**ICWW UTILITY CROSSING**  
**SECTIONS 26 AND 27, TOWNSHIP 44 S, RANGE 43 E**  
**PALM BEACH COUNTY, FLORIDA**

SHEET:  
**1 OF 1**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ERIC R. MATTHEWS  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA LICENSE NO. 6717

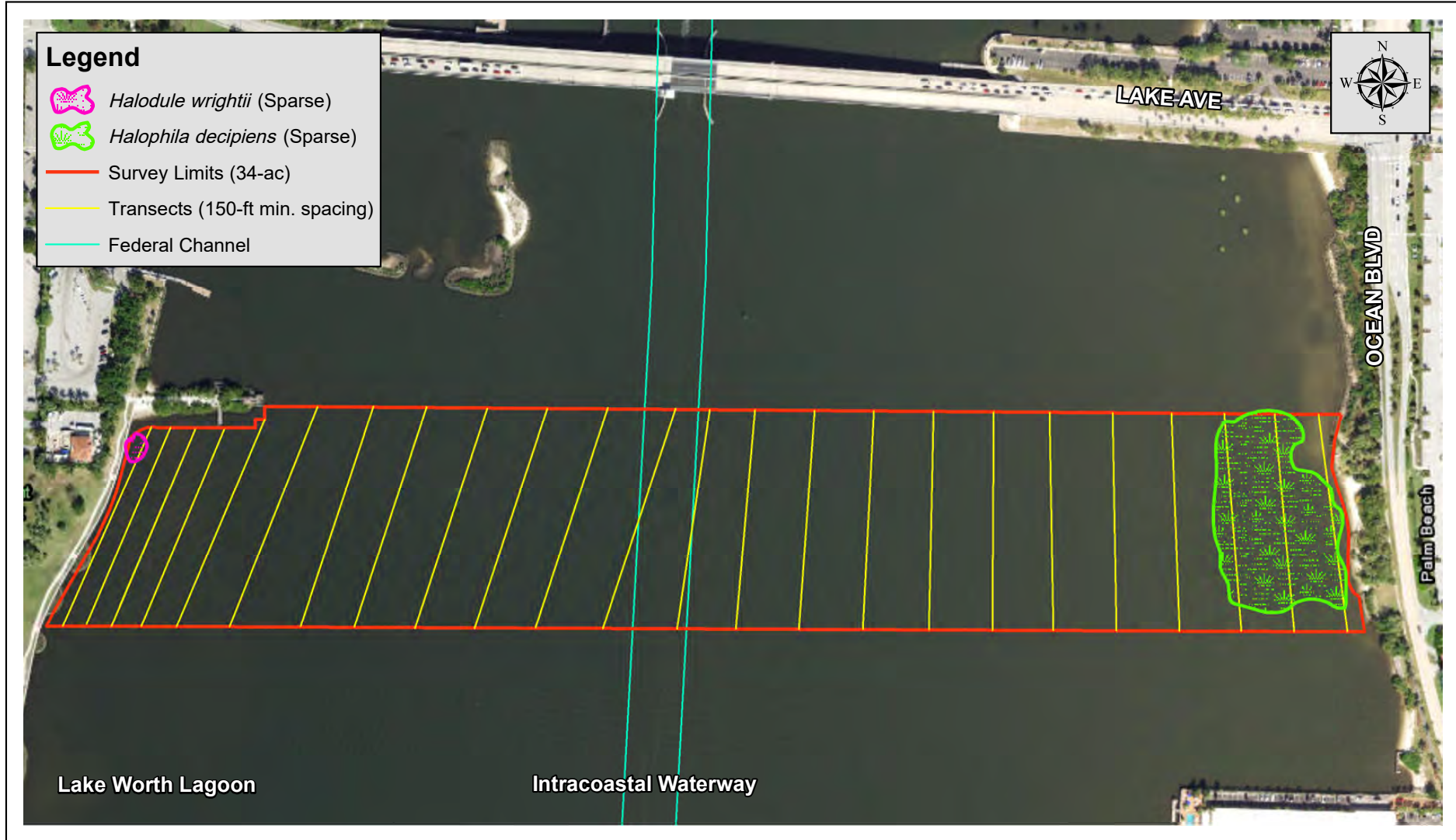


**LEGEND :**  
 100 FEET DEEP SPT BORING LOCATION

Date		By		Descriptions		Names		Dates		CITY OF LAKE WORTH BEACH		SCALE:		SHEET TITLE:		SHEET NO.	
						Drawn by	AM	12/08/2022			PALM BEACH		VERTICAL	BORING LOCATION PLAN		1	
						Checked by	NK	12/08/2022			CITY OF LAKE WORTH BEACH		N.T.S.	PROJECT NAME:		RADISE PROJECT NO:	
						Designed by	AB	12/08/2022			CLIENT		HORIZONTAL	LAKE WORTH BEACH HDD PROJECT		02-22-100	
						Checked by	AB	12/08/2022			CITY OF LAKE WORTH BEACH		N.T.S.				
						Approved by	AN										

**RADISE INTERNATIONAL**  
 LICENSE NO. - 8901  
 ENGINEER OF RECORD  
 ANDREW NIXON (P.E.No. - 71458)  
 RADISE International  
 4152 West Blue Heron Boulevard, Suite 1114  
 Riviera Beach, Florida, 33404  
 TEL 561-841-0103 FAX 561-841-0104  
 URL : <http://www.radise.net>

# SEAGRASS SURVEY MAP



**FIGURE 2.0**

Survey Date: 09/08/2022

300 150 0 300 Feet



**CITY OF LAKE WORTH BEACH  
LAKE WORTH LAGOON / INTRACOASTAL WATERWAY  
PALM BEACH COUNTY, FL**

Source: WorldInagery(WGS84)/ArcGIS Online





**COMMENCEMENT NOTIFICATION**

*Within ten (10) days of initiating the authorized work, submit this form via electronic mail to [saj-rd-enforcement@usace.army.mil](mailto:saj-rd-enforcement@usace.army.mil) (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

**1. Department of the Army Permit Number:** SAJ-2022-03657(NW-JKA)

**2. Permittee Information:**

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

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**3. Construction Start Date:** \_\_\_\_\_

**4. Contact to Schedule Inspection:**

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Date

**SELF-CERTIFICATION STATEMENT OF COMPLIANCE**

*Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ-2022-03657(NW-JKA)

2. **Permittee Information:** Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

3. **Date Authorized Work Started:** \_\_\_\_\_ **Completed:** \_\_\_\_\_

4. **Contact to Schedule Inspection:** Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

5. **Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. **Acreage or Square Feet of Impacts to Waters of the United States:** \_\_\_\_\_

7. **Describe Mitigation completed (if applicable):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

8. **Describe any Deviations from Permit (attach drawing(s) depicting the deviations):**

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

I certify that all work and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Date

**APPLICATION FOR CONSENT TO CROSS U.S. GOVERNMENT EASEMENT**

APPLICATION IS MADE for a Department of the Army Consent to Easement to construct, maintain, control, operate and repair a (state type of structure) \_\_\_\_\_

\_\_\_\_\_ over, under, across, in, or upon the Easement vested in the United States of America as shown on the attached [include boundary survey map with legal description/construction plans and specifications of project], and situated in Section\_\_\_\_, Township\_\_\_\_ South, Range\_\_\_\_ East, County of\_\_\_\_\_, Florida.

Names and Mailing Addresses of Record Owners: \_\_\_\_\_

\_\_\_\_\_

Physical Address (location of project work): \_\_\_\_\_

\_\_\_\_\_

Email Address \_\_\_\_\_

Applicant understands that permanent structures affixed to the land or otherwise constructed or situated in a manner lasting or meant to last indefinitely and not expected to change in status, condition, or place are not permitted within the U.S. Easement. Unauthorized structures include, but are not limited to, residential and commercial buildings, swimming pools, patios, outbuildings, fences, gazebos, satellite dishes, oil and gas wells, boat ramps and seawall enclosures of docking areas or other structures as defined in CFR Title 36, Section 327.20. Noncompliance may subject the Applicant to possible removal and enforcement action.

The undersigned agrees that construction of the facility or structure involved in this application shall not begin until the Consent to Cross U.S. Government Easement, herein applied for, shall have been granted and appropriate rights shall have been acquired from the record owners and encumbrances of the underlying fee in the land involved.

\_\_\_\_\_  
Property Owner(s) Name (Print)

\_\_\_\_\_  
Property Owner(s) Name (Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

**RETURN TO:** US Army Corps of Engineers, Jacksonville District  
ATTN: Real Estate Division  
P.O. Box 4970  
Jacksonville, FL 32232-0019

**STANDARD MANATEE CONDITIONS FOR IN-WATER WORK**

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com)
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.

# CAUTION: MANATEE HABITAT

All project vessels

**IDLE SPEED / NO WAKE**

When a manatee is within 50 feet of work  
all in-water activities must

**SHUT DOWN**

Report any collision with or injury to a manatee:



**Wildlife Alert:**

**1-888-404-FWCC(3922)**

cell \*FWC or #FWC

## **Proposed Methods for Protection of Water Quality for Standard Penetration Test Borings**

### **Best Management Practices**

The City of Lake Worth Beach and the selected Contractor (RADISE International) will implement the following Best Management Practices (BMPs) to minimize the potential for adverse environmental impacts during Standard Penetration Testing (SPT) drilling and sampling activities:

- BMPs for erosion control within the barge launching area and SPT boring sites, shall be implemented and maintained at all times to prevent turbid discharges in excess of State Water Quality Standards pursuant to Rule 62-302, F.A.C.
- Methods shall include but are not limited to the placement of borehole casing and turbidity containment devices including mud pans and cleanup pads on the drilling barge to contain the drilling mud.

### **Frac-Out Plan**

To provide an additional level of resource protection, the following measures shall be taken to monitor any potential releases of drilling fluid:

- Measures used to prevent frac-out during the drilling operation include using steel casing during the drilling and sampling processes. Casing use will be sufficient to prevent frac-out when drilling within the waterway since SPT borings are performed in unpressurized boreholes.
- Hydrostatic pressures would have to exceed the effective vertical pressures at the bottom of the borehole for any potential fracking to occur and is not possible particularly with the water levels at this site and so long as drilling slurry is returning to the surface up the borehole casing.
- Should drill slurry return be lost in the borehole drilling, pumping pressures shall be observed and noted to document that excessive pressure in the pumping operation is not developing. Drill slurry losses into the ground formations are a common occurrence in the fractured and solutioned limerock and loose sand formations in the south Florida region.
- At all times, adequate protection will be taken to avoid impacts to the waterway and contiguous wetlands. This shall include but is not limited to temporarily halting of drilling operations and cleanup of any minor drilling slurry spills on the drilling barge.

### **Release Procedure:**

- If a frac-out is confirmed, all construction activity contributing to the frac-out shall cease immediately.
- If a frac-out has occurred during drilling activities, the permittee shall notify the FDEP/USACE within 24 hours of the occurrence. The notification shall include the time of the frac-out and the environmental conditions of the affected area.

**Drilling Mud Containment Plan:**

- SPT drilling muds will be contained within a drilling mud pan located on the drilling barge. Any escaped drilling slurry will be cleaned up using absorbent pads.
- Drilling pressures and casing return will be closely monitored to prevent the development of any potential frac-out conditions in the waterway.
- Excess drilling slurry from the drilling mud pan will be pumped into containment barrels or containers upon completion of drilling operations.
- Drilling pressures and casing return will be closely monitored to prevent the development of any potential frac-out conditions.
- Should an on-barge spill occur, the spill is immediately remediated, using absorbent pads. Pads shall be properly disposed of in an approved/permitted upland disposal site.
- After containment/recovery of the drilling material/resources, a detailed written report shall be submitted to the regulatory agencies, within 10 business days, indicating the location of the spill and the estimated amount of drilling material discharged, the amount of drilling mud recovered, the process with which the drilling mud was recovered, and the area that was affected by the drilling discharge.