



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

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Vice Mayor Christopher McVoy

AGENDA - Additions / Deletions / Reordering:

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

- A. Water Utility update by Sam Heady, Water Utility Director
- B. Electric Utility Update by Ed Liberty, Electric Utility Director

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [October 30, 2023](#)

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

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

UNFINISHED BUSINESS:

- A. [PCA Discussion](#)

NEW BUSINESS:

- A. [Resolution No. 52-2023 – Establishment of an Electric Utility Storm Fund](#)
- B. [Purchase authorization for Quicklime from Lhoist North America of Alabama, LLC for the Water Treatment Plant](#)
- C. [Task Order No. 1 for WGI, Inc. Architecture Consulting Services Water Treatment Plant](#)
- D. [Agreements with Gresco Supply, Inc and ULS Corporate, Inc. for the purchase and delivery of three-phase, pad-mounted distribution transformers](#)
- E. [Third Amendment to Task Order No. 3 with Power Engineers, Inc. to provide additional civil, substation, and construction support engineering services for the 138 kV Canal switchyard](#)
- F. [Contractor Agreement with The Davey Tree Expert Company](#)

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
MONDAY, OCTOBER 30, 2023 - 6:00 PM**

The meeting was called to order by Vice Mayor McVoy on the above date at 6:04 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:30)

Present were Vice Mayor Christopher McVoy, Commissioners Sarah Malega (via Zoom), Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Y. Davis, Assistant City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne. Mayor Betty Resch was absent.

PLEDGE OF ALLEGIANCE: (0:51) led by Commissioner Reinaldo Diaz.

AGENDA - Additions/Deletions/Reordering:

There were no changes to the agenda.

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

A. Water Utility Update by Sam Heady, Water Utility Director (2:07)

B. Electric Utility Update by Ed Liberty, Electric Utility Director (4:54)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (8:45)

APPROVAL OF MINUTES: (11:44)

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

A. September 26, 2023

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

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items) (12:09)

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

A. Resolution No. 42-2023 of The City of Lake Worth Beach, Florida, to approve Locally

Funded Agreement with the Florida Department of Transportation for Street Lighting Improvements along A1A within the boundaries of the City; and providing for Repeal of Conflicts and an Effective Date.

- B. Florida Municipal Electric Association, Inc (FMEA) Mutual Aid Agreement Supplement for Reimbursement and Documentation Matters
- C. Amendment No. 1 to Agreement 22FRP70 with the Florida Department of Environmental Protection
- D. Task Order No. 12 for Mock Roos and Associates to conduct the Initial Lead Service Line Inventory

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

UNFINISHED BUSINESS:

- A. Purchased Power Cost Adjustment Update (PCA) (12:25)
- B. Discussion regarding the frequency of PCA updates and the types of information to include, brought forward by Commissioner Stokes (33:39)

Action: Consensus to have PCA updates every quarter with a short update regarding balances on a monthly basis and a graph including 12 months of the rate stabilization fund with trends regarding over or under collection.

There will be examples of the graphs to discuss at the next utility meeting.

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to extend the discussion for five minutes.

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

NEW BUSINESS:

- A. Agreement with PJ's Land Clearing & Excavating, Inc. for removal and disposal of lime sludge for Water Utilities (1:19:19)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Stokes to approve the Agreement with PJ's Land Clearing & Excavating, Inc. for removal and disposal of lime sludge for Water Utilities.

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

- B. Resolution No. 48-2023 -- Excessive Force Policy (1:20:20)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve Resolution No. 48-2023 -- Excessive Force Policy.

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 48-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING A POLICY FOR THE PROTECTION OF INDIVIDUALS ENGAGING IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE

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

C. Agreement with Powerserve Technologies, Inc. for the Construction of the new Canal Distribution Substation (1:23:09)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the Agreement with Powerserve Technologies, Inc. for the Construction of the new Canal Distribution Substation.

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

D. Task Order No. 2 with RCM Technologies (USA) Inc., for Engineering Services to design the first of two (2) new 26kV feeder circuits from the Main Yard to the new 6th Ave South substation (1:26:00)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Stokes to approve Task Order No. 2 with RCM Technologies (USA) Inc., for Engineering Services to design the first of two (2) new 26kV feeder circuits from the Main Yard to the new 6th Ave South substation.

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

E. Task Order No. 3 with RCM Technologies (USA) Inc., for Engineering Services to design the second of two (2) new 26kV feeder circuits from the Main Yard to the new 6th Ave South substation (1:30:34)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Stokes to approve Task Order No. 3 with RCM Technologies (USA) Inc., for Engineering Services to design the second of two (2) new 26kV feeder circuits from the Main Yard to the new 6th Ave South substation.

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

F. Wireless Data Communications Services Agreement with Kirms Communication LLC (1:31:00)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the Wireless Data Communications Services Agreement with Kirms Communication LLC.

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

ADJOURNMENT: (1:34:39)

Action: Motion made by Commissioners Diaz and seconded by Commissioner Stokes to adjourn the meeting at 7:38 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Minutes Approved: November 28, 2023

Item time stamps correspond to the meeting recording on YouTube.

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 28, 2023

DEPARTMENT: Electric Utility

TITLE:

Fourth Amendment to Task Order No. 2 with Power Engineers, Inc. to complete additional revisions to voltage conversion plans

SUMMARY:

Fourth Amendment to Task Order No. 2 authorizes Power Engineers Inc., additional design work scope for the French Ave voltage conversion project in the amount not to exceed \$4,000.00. Prior amendments have exceeded \$50,000 necessitating Commission approval.

BACKGROUND AND JUSTIFICATION:

City issued a Request for Qualifications (RFQ 18-303) to provide letters of interest and Professional Qualifications from consulting companies/firms for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, energy management and engineering services.

On August 30, 2022, the City Manager approved Third Amendment to Task Order No. 2 with Power Engineers for additional design revisions and permit preparation work in the amount of \$31,998. We have exceeded the amount of \$50,000.

This Fourth Amendment to Task Order No. 2 with Power Engineers is for additional design revisions to comply with the underground and overhead power line modifications required by the Lake Worth Drainage District (LWDD) so that the permit to for the planned relocation of power poles from the LWDD Right-of-Way may be accomplished, at a cost not to exceed \$4,000.

This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project and for which bonds were sold in November 2020.

MOTION:

Move to approve/disapprove Fourth Amendment to Task Order No. 2 with Power Engineers, Inc., to complete additional voltage conversion plans and profile permitting packages and record drawing in the amount not to exceed \$4,000 for Fiscal Year 2024.

ATTACHMENT(S):

Fiscal Impact Analysis
4th Amendment to TO#2

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$4,000	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

Contract Award – Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric Utility
Division	T & D
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	SH2128
Requested Funds	\$4,000
Remaining Balance	\$1,016,083
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	2020 Bond

FOURTH AMENDMENT TO TASK ORDER NO. 2

Additional Design Services for the Distribution – Voltage Conversion Work Plan (4DR01 and 4R0704 Circuits)

THIS FOURTH AMENDMENT TO TASK ORDER No. 2 (“Amendment”) is made as of _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City”) and **Power Engineers, Inc.**, a Florida corporation (“Consultant”).

1.0 Project Description:

The City desires the Consultant to provide those additional services as identified herein as they relate to **Distribution – Voltage Conversion Work Plan (4DR01 and 4R0704 Circuits) (original scope under Task Order No. 2)** (the “Project”).

2.0 Scope

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

3.0 Schedule

The services to be provided under this Amendment shall be completed within 90 calendar days from the City's approval of this Amendment.

4.0 Compensation

This Amendment is issued for a time and expense, not to exceed amount of **\$4,000.00**. The attached proposal identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Ivette Sanchez, phone: 407-341-6907; email: ivette.sanchez@powereng.com; and, the Project Manager for the City is Marcel Korman phone: 561-533-7353; email: mkorman@lakeworth.org

6.0 Progress Meetings

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

7.0 Limitation of Liability

The City agrees to limit CONSULTANT's liability, to the City and to those under contract with the City to perform the work under the scope of the Project, for insurable events arising from the CONSULTANT's performance under this Amendment to One-Million Dollars (\$1,000,000.00). Except for the CONSULTANT's agreement and obligation to indemnify and hold harmless under the Agreement, the CONSULTANT's liability for non-insurable events including breach of contract shall not exceed \$4,000.00 under the proposed Amendment

8.0 Authorization

This Amendment to Task Order No. 2 is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services for Electric Transmission and Generation Options between the City of Lake Worth and the Consultant, dated May 1st, 2018 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Amendment shall take precedence over any other more general description of services.

9.0 Confidentiality

The information provided to the Consultant under this Amendment and Task Order No. 2 by the City will contain proprietary business information, trade secret information and information that is otherwise confidential and/or exempt from public disclosure under Florida law. Accordingly, the Consultant shall keep confidential, and shall not disseminate to any third party or use for any purpose other than the performance of this Amendment and Task Order No. 2 (except with the written authorization from the City), any information received from the City arising from or related to the performance of this Amendment and Task Order No. 2. If Consultant receives a request and/or legal process to disclose any City information, the Consultant shall promptly notify the City and provide the City an opportunity to take appropriate action to address the request and/or legal process. The Consultant shall include a similar confidentiality provision in any subcontractor agreements.

10.0 Amendment

Except for the provisions of Task Order No. 2 specifically amended by this Amendment, all other terms and conditions of Task Order No. 2 and the Agreement remain in full force and effect. This Amendment shall not become binding and effective until approved by the Consultant and City Commission. None of the provisions contained in this Amendment may be modified or altered except by written instrument executed by both parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment to Task Order No. 2 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Carmen Y. Davis, City Manager

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: **Power Engineers, Inc**

By: Aaron Crespin Notary Public Seal

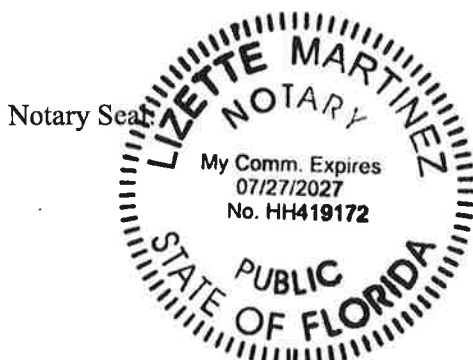
[Corporate Seal]

Print Name: Aaron Crespin

Title: Sr. PM

STATE OF Florida)
COUNTY OF Orange)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 5 day of October 2023, by Aaron Crespin, as the Sr. PM [title] of **Power Engineers, Inc** a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



[Signature]
Notary Public Signature



Project Change Request

PCR issue Date: 9/28/2023

PCR Number: 03

To: Ashely Sirdar, Marcel Korman

PCR Revision No.: 1.0

Originator: Ivette Sanchez

PCR Name: City of Lake Worth Beach

Related PCN: NA

Project Number 155789

PCN Issue Date: NA

Project Name: Distribution Voltage Conversion

PCN Approval Date: NA

Developed By: Ivette Sanchez

Event/ Decision Justifying Change:

Additional engineering, drafting and project management needed to provide multiple revisions of the French Avenue construction drawings and LWDD permit drawings requested by CLWB. The total estimated time-and-expense cost that took to revise these drawing is **\$4,000**.

Task Order #2:	\$ 194,242
TO #2 Amend#1:	\$ 165,962
Total P.O.:	\$ 360,204
TO #2 Amend #2:	\$ 48,699
Current P.O. :	\$ 408,903
TO #2 Amend #3:	\$ 31,988
Total P.O.:	\$ 440,891
TO #2 Amend #4:	\$ 4,000
Total P.O.:	\$ 444,891

Change Description:

- Updated construction drawings per LWDD comments. Drawings '1W13_FRENCH AVE_UG_06-23-2023' and '1W13_FRENCH AVE_OH-06-23-2023' submitted to CLWB on 6/23/2023.
- Additional revisions performed on the French Avenue drawings. Drawing '1W13_FRENCH AVE_OH_08-07-2023' submitted to CLWB on 08/07/2023.
- Additional revisions incorporated on the French Avenue drawings: '1W13_FRENCH AVE_UG_08-14-2023' and '1W13_FRENCH AVE_OH-08-14-2023'. Updated drawings per CLWB comments submitted to CLWB on 08/14/2023.

Assumptions (to complete project):

- None

Requested PCR Approval Date: 9/29/2023

Estimated Additional Cost:

Activities	Budget
1. Project Supervision/Control (1.5 hrs)	\$ 270
2. Multiple revisions French Ave. construction prints and LWDD/French drawings (24 hrs)	\$ 3,730



Project Change Request

Total Change Order (\$)	\$ 4,000
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Impact on Schedule:
None

Impact on Deliverables:
None

Potential Impacts to other Project(s)/Department(s):
None

Submitted by: Ivette Sanchez

Approved by: Marcel Korman, David Martyniuk

Date: 9/29/2023

Date: _____

Disciplines Impacted (check appropriate boxes):

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Project Mgmt. | <input checked="" type="checkbox"/> Electrical | <input type="checkbox"/> Environ. /ROW |
| <input type="checkbox"/> Project Control | <input type="checkbox"/> Controls | <input type="checkbox"/> POWER 360 |
| <input type="checkbox"/> Civil | <input type="checkbox"/> Substation | <input type="checkbox"/> Communications |
| <input type="checkbox"/> Structural | <input type="checkbox"/> Line | <input type="checkbox"/> Construction Mgmt. |
| <input type="checkbox"/> Mechanical | <input type="checkbox"/> Studies | <input type="checkbox"/> Testing and commissioning |
| <input type="checkbox"/> Other | | |

cc:

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: November 28, 2023

DEPARTMENT: Water Utilities

TITLE:

Resolution No. 53-2023 -- Drinking Water State Revolving Fund Program application

SUMMARY:

Authorizes an application to the Florida Department of Environmental Protection for \$1,500,000 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 has applied for \$1,500,000 in low-interest loan funding under the Drinking Water State Revolving Fund Program to conduct potential repairs found during the water system's lead water service line material inventory. This will include digging up the old service line and replacing it with a new and approved material. The City owns and maintains approximately 14,000 water meters that are fed from these water services, many of which multiple meters are served from one line. This inventory will identify the line materials as lead, galvanized, non-lead, or unknown lead status and the city will need to replace the material from the city-owned meter to the residential or business plumbing.

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

MOTION:

Move to approve/disapprove Resolution No. 53-2023 authorizing an application to the Florida Department of Environmental Protection for \$1,500,000 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
Resolution 53-2023

RESOLUTION NO. 53-2023 -- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA DIRECTING CITY STAFF TO PREPARE A LOAN APPLICATION IN THE AMOUNT OF \$1,500,000 TO THE DRINKING WATER STATE REVOLVING FUND FOR CAPITAL IMPROVEMENTS TO THE CITY'S UTILITY SYSTEM AND FOR OTHER PURPOSES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission has determined that an assessment should be made of the City Drinking Water Distribution System in compliance with state requirements to determine if lead service lines potentially exist in the system; and

WHEREAS, the City Commission has further determined that a loan from the Drinking Water State Revolving Fund to fund such assessment and related repair services is in the best interests of the City and serves a valid public purpose.

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

SECTION 1: The foregoing recitals are incorporated into this Resolution as true and correct findings of the City Commission.

SECTION 2: The City Commission of Lake Worth Beach hereby directs city staff to apply for capital improvement loans from the Safe Drinking Water State Revolving Fund in the amount of \$1,500,000 (the Loan Application) to fund an assessment and related improvements to the City Water Distribution System. City staff is further authorized to execute such other documents as are reasonably necessary to submit the Loan Application.

SECTION 3: This Resolution shall take effect immediately upon passage.

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

Mayor Betty Resch
Vice Mayor 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, MMC, City Clerk

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 28, 2023

DEPARTMENT: Water Utilities

TITLE:

Deductive Change Order No. 1 to Insituform Technologies, LLC

SUMMARY:

The Gravity Sewer Lining Project, Phase 1, has a deductive change order for an unused Owner's Allowance line item.

BACKGROUND AND JUSTIFICATION:

The Gravity Sewer Lining Project had an Owner's Allowance of \$200,000 for point repairs, overruns in specialty cleaning and lateral reinstatement line items, or other unforeseen conditions. The project has been completed, and now the Utility is reconciling the financial aspect of the project. As part of this process, a deductive change order of (\$104,871.58) is in place to adjust ending balances and close out the project financially.

MOTION:

Move to approve/disapprove Change Order No. 1, deductive change order for unused Owner's Allowance Line Item.

ATTACHMENT(S):

Change Order No. 1



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

CHANGE ORDER

Project Number: IFB#23-107 **Contractor:** Insituform Technologies, LLC.

Project Name: Gravity Sewer Lining Project, Phase 1

Change Order Number: 01

Change Order Effective Date: 11/16/2023 **Contractor Phone:** 305-887-5007

Change Order Type: Decrease **Existing Purchase Order Number:** 192336

Description of Change:

1. Reduction of contract price by \$104,871.58 for unused Owner's Allowance line item.
-

Price of Original Contract: \$1,349,203.36

Current Price of Contract (including Change Orders): \$1,349,203.36

Price of Current Change Order: \$(104,871.58)

New Contract Price: \$1,244,331.78

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


Contract Time Change

No Change Extended Decreased by work days

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

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

Reviewed and Accepted by: Insituform Technologies, LLC.
(Contractor Name)

 Sr. Project Mgr. 11/17/2023
Contractor Representative (Signature) Title Date

Approved by: _____
Water Department Director (Date)

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

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Betty Resch, Mayor

APPROVED FOR FINANCIAL
SUFFICIENCY

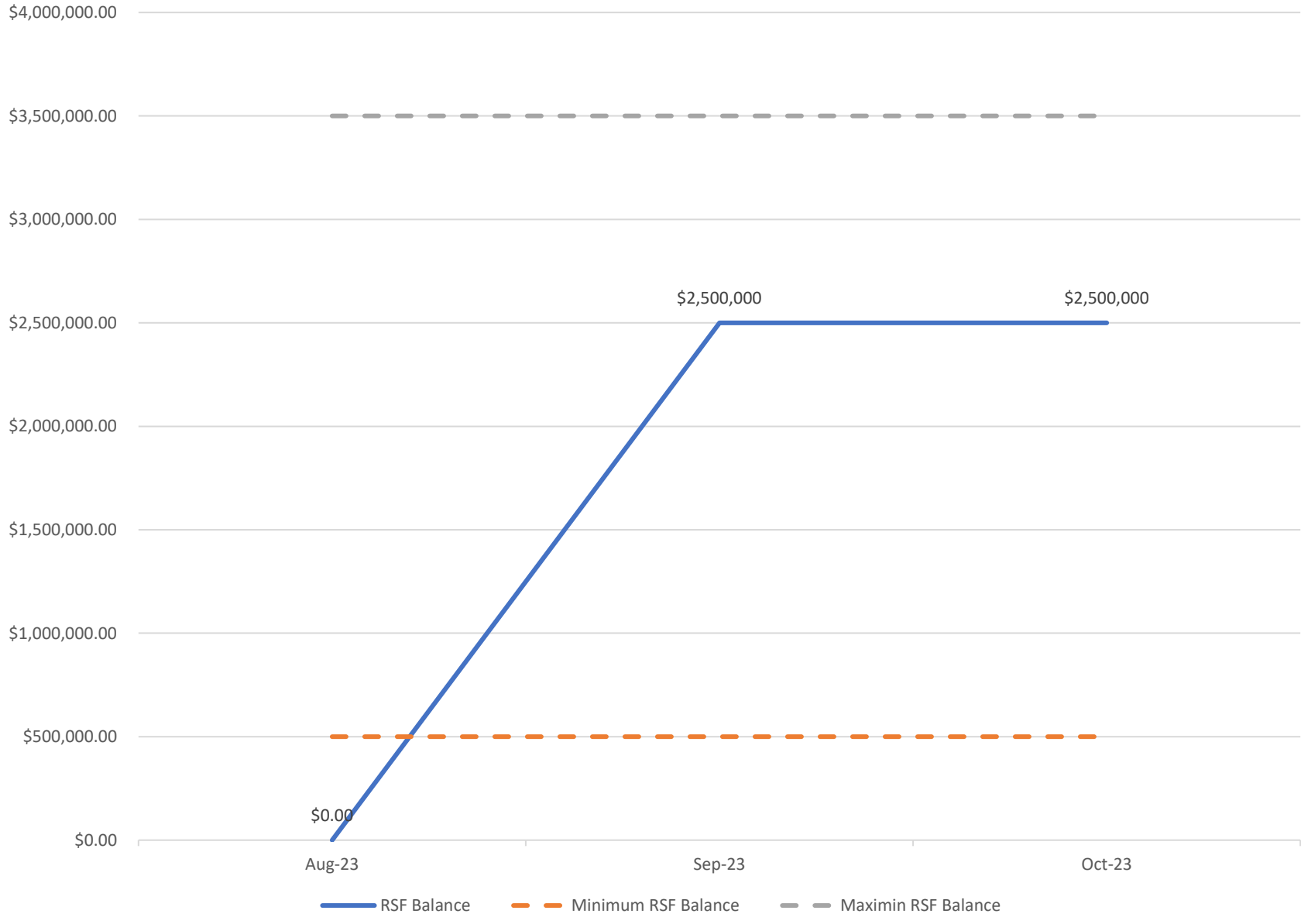
By: _____
Yannick Ngendahayo, Financial Services Director

Total PCA Funds

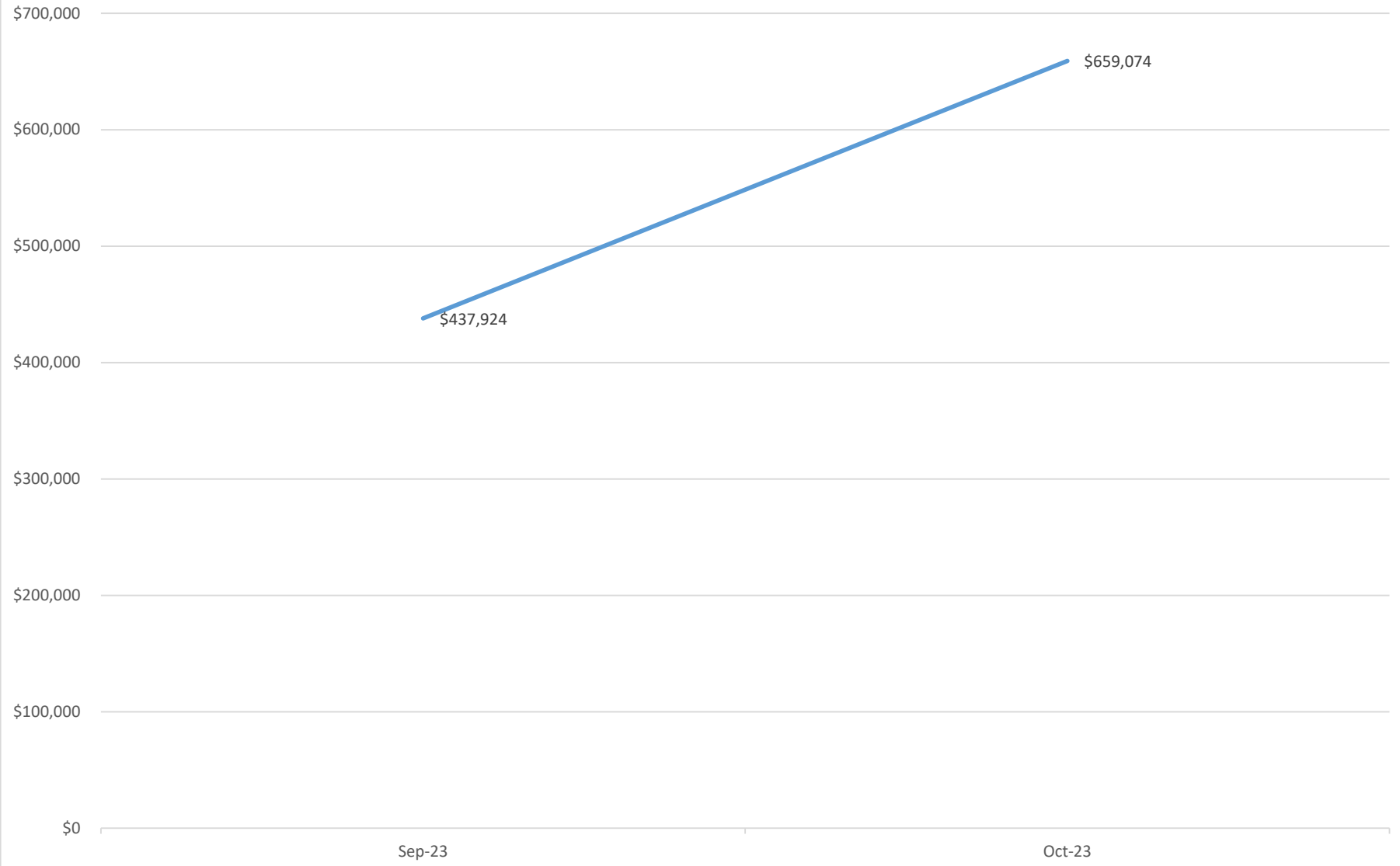


		Actual Invoices					
Month	PCA Revenues	OUC	Stanton Energy	FPL Transmission	Power Plant Gas	Total PCA Expenditures	Difference
PCA balance after creation of Rate Stabilization Fund and Storm Fund ----->>>>							\$431,039
Sep-23	\$1,599,657	\$1,105,761	\$193,712	\$293,299	\$0	\$1,592,772	\$6,885
Oct-23	\$1,508,742	\$960,029	\$82,049	\$245,514	\$0	\$1,287,593	\$221,149
TOTALS	\$3,108,399	\$2,065,790	\$275,762	\$538,813	\$0	\$2,880,365	\$659,073

Rate Stabilization Fund Balance



PCA Balance Through Oct'23



PCA Review Oct 22 - Sept 2023

Oct 22 PCA \$/MWh
 Nov 22 PCA \$/MWh
 Dec 22 PCA \$/MWh
 Jan 23 PCA/\$MWh
 Feb 23 PCA \$/MWh
 Mar 23 PCA \$/MWh
 April 23 PCA \$/MWh
 May 23 PCA \$/MWh
 June 23 PCA \$/MWh
 July 23 PCA \$/MWh
 Aug 23 PCA \$/MWh
 Sept 23 PCA \$/MWh

PCA \$/MWhr	
PCA Projection (\$/MWhr)	PCA Charge to Customers (\$/MWhr)
\$38.96	\$60.92
\$33.06	\$60.92
\$29.97	\$60.92
\$30.44	\$60.92
\$33.08	\$60.92
\$41.55	\$60.92
\$25.92	\$60.92
\$35.58	\$53.63
\$33.03	\$31.33
\$46.56	\$31.33
\$50	\$31.33
\$48.22	\$31.33

Actual PCA Expense Incurred (\$/MWh)	PCA Sales (MWhr)		PCA Expense (\$)	
	Projected MWh Sales	Actual MWh Sales	Projected PCA Expense	Actual PCA Expense
\$38.47	45,573	43,063	\$1,775,541	\$1,656,627
\$36.32	33,529	36,153	\$1,108,437	\$1,313,150
\$26.69	35,793	35,541	\$1,072,766	\$948,626
\$23.56	32,861	33,374	\$1,000,344	\$786,317
\$30.23	28,320	29,313	\$936,685	\$886,202
\$28.79	30,894	36,387	\$1,283,666	\$1,047,496
\$27.66	36,886	32,851	\$956,104	\$908,816
\$31.05	34,740	36,934	\$1,235,877	\$1,146,676
\$27.08	41,479	40,984	\$1,370,203	\$1,109,974
\$41.25	45,370	44,049	\$2,112,400	\$1,817,096
\$39.41	48,178	46,774	\$2,406,901	\$1,843,451
\$34.28	47,862	46,468	\$2,307,918	\$1,592,772

PCA Revenue (\$)		Monthly Balance (\$)
Projected PCA revenues	Actual PCA Revenues	PCA Revenue vs Expense
\$2,776,289.07	\$2,754,939	\$1,098,312
\$2,042,566.60	\$2,305,698	\$992,548
\$2,180,502.81	\$2,267,120	\$1,318,494
\$2,001,892.12	\$2,123,484	\$1,337,167
\$1,725,254.40	\$1,864,011	\$977,809
\$1,882,062.48	\$2,074,694	\$1,027,198
\$2,247,095.12	\$2,295,461	\$1,386,645
\$1,863,106.20	\$2,064,788	\$918,112
\$1,299,537.07	\$1,398,726	\$288,752
\$1,421,442.10	\$1,522,057	-\$295,039
\$1,509,416.74	\$1,667,765	-\$175,686
\$1,499,516.46	\$1,599,657	\$6,885

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 28, 2023

DEPARTMENT: Electric Utility

TITLE:

Resolution No. 52-2023 – Establishment of an Electric Utility Storm Fund

SUMMARY:

Resolution No. 52-2023 establishes a new Special Revenue Fund titled “Electric Utility Storm Fund” to provide financial resources for the efficient and timely restoration of the electric utility infrastructure following storm events.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach recognizes the vulnerability of the electric utility infrastructure to storms, posing significant challenges in terms of repair costs and service interruptions. The Electric Utility Storm Fund will enhance the city's emergency preparedness by providing a dedicated financial mechanism for swift and effective responses to storm-related damages.

On September 26, 2023, the City Commission approved the transfer of \$500,000 into a Storm Fund using excess Power Cost Adjustment (PCA) revenues accumulated as of August 2023 by the Electric Fund.

The Fund shall be administered by the Electric Utility and Financial Services Department.

MOTION:

Move to approve/disapprove Resolution No. 52-2023 to establish a new Special Revenue Fund titled “Electric Utility Storm Fund” which will be funded by excess PCA revenues accumulated as of August 2023.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 52-2023

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	\$500,000	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	\$500,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Budget Transfer Impact		
	Revenue Source	Expenditure
Department	EU Storm Fund (New)	Electric Fund
Division	N/A	Non-Departmental
GL Description	Transfers In	Transfers Out
GL Account Number	TBD (New GL Account)	TBD (New GL Account)
Project Number	N/A	N/A
Requested Funds	\$500,000	\$500,000

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

WHEREAS, The City of Lake Worth Beach recognizes the vulnerability of the electric utility infrastructure to storms, posing significant challenges in terms of repair costs and service interruptions; and

WHEREAS, an Electric Utility Storm Fund will enhance the city's emergency preparedness by providing a dedicated financial mechanism for swift and effective responses to storm-related damages and

WHEREAS, consistent with the desires of the Electric Utility Department, the Financial Services Department, and the City Commission, the City seeks to establish an Electric Utility Storm Fund; and

WHEREAS, the City Commission finds establishing a Storm Fund serves a valid public purpose.

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

Section 1. The City hereby establishes the Electric Utility Storm Fund (“The Fund”) to serve as a dedicated financial reserve for responding to storm-related damages and emergencies.

Section 2. The City Commission authorizes the transfer of \$500,000 from the Electric Utility’s excess Power Cost Adjustment (PCA) revenues as of August 2023 into The Fund.

Section 3. The Fund shall be administered by the Electric Utility and Financial Services Department. The general guidelines for The Fund are as follows:

1. The Fund’s primary purpose includes, but is not limited to, financing infrastructure repairs, equipment replacement, and covering emergency response costs, with the ultimate goal of maintaining the continuity and reliability of electric utility services during and after storm events.

2. The City Commission shall periodically review and may adjust the funding mechanism to ensure the ongoing viability of the Fund.
3. The Electric Utility in conjunction with the Financial Services Department shall provide a status of The Fund as needed to the City Commission and a recommendation regarding any proposed changes to The Fund.

Section 4. All resolutions or parts of resolutions are hereby amended to the extent that they are in conflict with this Resolution.

Section 5. This Resolution shall become effective immediately upon passage.

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, MMC, City Clerk

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 28, 2023

DEPARTMENT: Water Utilities

TITLE:

Purchase authorization for Quicklime from Lhoist North America of Alabama, LLC for the Water Treatment Plant

SUMMARY:

Authorization of the purchase of Quicklime from Lhoist North America of Alabama LLC, for an amount not to exceed \$234,648.75 in FY24, \$258,116.25 in FY25, and \$283,925.25 in FY26.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach is a member of a SE Florida Governmental Purchasing Group. The City of Tamarac is the lead agency on this cooperative bid. As a member of the cooperative purchase the Cities are able to leverage its purchasing power with its neighboring utilities to provide a critical chemical at a price point that would be otherwise unattainable.

Quicklime is a necessary chemical which, when added to the raw water supply, precipitates the coagulation process necessary to remove hardness, color and iron content, as well as other contaminants.

The City of Tamarac bid the purchase in August 2023. Lhoist North America of Alabama, LLC was the lowest responsive bidder. The purchase agreement was authorized to September 12, 2023, by the City of Tamarac on November 01, 2023, with a price of \$446.95 per ton. The original agreement is valid for three (3) years with one (1) additional one (3) year renewal options.

MOTION:

Move to approve/disapprove purchase of quicklime from Lhoist North America of Alabama, LLC, for an amount not to exceed \$234,648.75 in FY24, \$258,116.25 in FY25, and \$283,925.25 in FY26.

ATTACHMENT(S):

Fiscal Impact Analysis
Cooperative Group Contract Award

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$203,860.00	\$258,116.25	\$283,925.25	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Water Utilities
Division	Water Treatment
GL Description	Operating Supplies/Chemicals
GL Account Number	402-7022-533.52-30
Project Number	N/A
Requested Funds	\$203,860.00
Remaining Balance	\$1.60
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Current Revenue / Paygo



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to RWhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. 23-36B

Description/Title: Furnish, Deliver and Discharge of Quicklime

Initial Contract Term: Start Date: November 1, 2023 End Date: October 31, 2026

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 3 Years (Period of Time)

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

SECTION #1 VENDOR AWARD

Vendor Name: Lhoist North America of Alabama, LLC

Vendor Address: 5600 Clearfork Main Street, Suite 300, Fort Worth, TX 76109

Contact: Dale James, Florida Sales Manager or Elizabeth Hart. FL Sales Coordinator

Phone: (863) 698-8769 (Orders) & (877) 644-9010 Fax: (863) 644-9030

Cell/Pager: (314) 614-4950 Email Address: dale.james@lhoist.com / elizabeth.hart@lhoist.com

Website: http://www.lhoist.com FEIN: 63-1002780

VENDOR AWARD

Vendor Name: Carmeuse Lime and Stone, Inc. (City of Hollywood Hi Cal Granular Lime Only)

Vendor Address: 11 Stanwix St., 21st Floor, Pittsburgh, PA 15222

Contact: Inside Sales

Phone: (866) 780-0974 Fax: _____

Cell/Pager: _____ Email Address: salesinquiries@carmeuse.com

Website: http://www.carmeuse.com FEIN: 25-1254420

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

SECTION #2

AWARD/BACKGROUND INFORMATION

Award Date: October 11, 2023 Resolution/Agenda Item No.: R-2023-122

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3

LEAD AGENCY

Agency Name: City of Tamarac

Agency Address: 7525 NW 88th Avenue, Room 108

Agency Contact: Rhonda Kaplan, PPA Email: Rhonda.kaplan@tamarac.org

Telephone: (954) 597-3566 Fax: (954) 597-3565

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

LHOIST NORTH AMERICA OF ALABAMA, LLC.

THIS AGREEMENT is made and entered into this 11th day of OCTOBER, 2023 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Lhoist North America of Alabama, LLC., an Alabama corporation with principal offices located at 5600 Clearfork Main Street, Suite 300, Fort Worth, Texas 76109 (the "Contractor") to provide for Furnishing, Delivery and Discharge of Quicklime.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 23-36B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 23-36B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 23-36B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 23-36B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and

regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

- 2.1.4 Contractor shall be required to complete and provide the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 23-36B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.
- 2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

- 3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

- General Liability - \$1M per occ. / \$2M aggregate
- Automobile – \$1M per occ. / \$1M aggregate
- Workers Comp – Statutory

3.3 Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The contract term shall be for an initial period of three (3) years, beginning November 1, 2023. The City reserves the right to renew the contract for one additional three (3) year period or up to three (3) additional (1) year periods, whichever is in the best interest of the City and the Southeast Florida Governmental Purchasing Cooperative providing all parties agree to the extension and renewal terms. In the event that the agreement is set to expire, and no replacement agreement is in place, the Agreement shall continue on a month-to-month basis until a new Agreement is in place for a period of not to exceed six (6) months from the original date of scheduled expiration.

5. Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton, F.O.B. Destination. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 23-36B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A for the initial year of the Agreement shall be firm for the period from November 1, 2023 through October 31, 2024; Pricing shown in Contract Exhibit A for the second year of the Agreement shall be firm for the period from November 1, 2024 through October 31, 2025 and Pricing shown in Contract Exhibit A for the third year of the Agreement shall be firm from November 1, 2025 through October 31, 2026.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the as indicated in Exhibit A for each year of the contract for the periods from November 1, 2023 through October 31, 2024; November 1, 2024 through October 31, 2025 and November 1, 2025 through October 31, 2026.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract. Such surcharges shall be updated quarterly with notice being provided to the City as detailed in Section 5.2.3 herein.

5.2.1 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

- 5.2.2 Trucking Surcharge** - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp.
- 5.2.3** The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #23-36B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.
- 5.2.4** Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.
- 5.3 Adjustment of Price for the Effects of Government Action:** Notwithstanding anything else contained herein to the contrary, the price shall be adjusted for all costs incurred by Supplier hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the Effective Date including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Supplier warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Supplier's performance under this Agreement), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Agreement, Supplier shall determine prospectively the cost per ton to Supplier of complying with such laws, regulations or orders and advise Purchaser of such costs, verified by adequate supporting documentation. The amount so determined shall be added to the payment price as an adjustment to become effective as and when such costs are incurred by Supplier. When the actual costs are known, Supplier shall provide Purchaser with appropriate data showing net effect of change. This data shall be subject to

Purchaser's audit. For this audit Supplier shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Purchaser as appropriate for the difference between Supplier's initial assessment and the results of the final determination of the audit.

5.4 Hardship: Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

5.5 Pricing for Subsequent Renewal Terms: Contractor shall propose pricing for renewal terms which shall be submitted to the City at least sixty (60) calendar days prior to the expiration of the initial contract term. Contractor shall include with the price proposal, justification and back-up materials which shall be used to validate any price increase. Contractor may utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. Additionally, Contractor may include copies of correspondence and invoices from suppliers of material, services and transportation providers which may include, but not be limited to any additional documentation which will provide validation for such increases. Contractor shall also offer the City any decreases which may apply at the time of contract renewal. Under no circumstances will the City allow for any increase to Contractor's profit at the time of renewal. Increases shall reflect a direct pass-through of any applicable costs.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 23-36B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material & Warranties

7.1. All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

7.2. Warranties. Supplier warrants that the Product shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. SUPPLIER MAKES NO FURTHER WARRANTIES

OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.

8 Indemnification

- 8.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 8.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
 - ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- 8.3** The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.
- 8.4** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status,

sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue

Tamarac, FL 33321

With a copy to the City Attorney at the same address:

CONTRACTOR

Lhoist North America of Alabama, LLC.

Dr. Phillip Niemann, President / CEO

5600 Clearfork Main Street, Suite 300

Fort Worth, Texas, 76109

13 Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14.3 Hardship. Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon

the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

15 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. SUPPLIER'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING PRODUCT OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING PRODUCT

16 Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

17 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

19 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22 Scrutinized Companies -- 287.135 AND 215.473

22.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

22.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

23 Public Records

23.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

23.1.1 Keep and maintain public records required by the City in order to perform the service;

23.1.2 Upon request from the City's custodian of public records, provide the public agency 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 or as otherwise provided by law.

23.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

23.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

23.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

24 E-Verify Compliance

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the City for a violation

of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

25 Public Records Custodian

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

TAMARAC

The City For Your Life

City of Tamarac

Purchasing and Contracts Division

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President / CEO duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez

Michelle J. Gomez, Mayor

10/12/2023

Date

Levent Sucuoglu
Levent Sucuoglu, City Manager

10/12/23

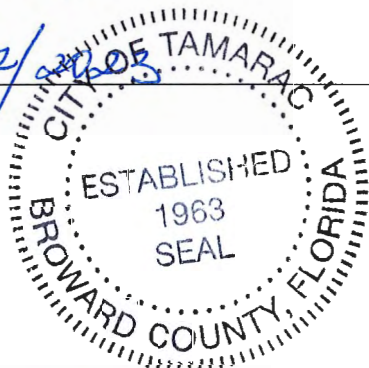
Date

ATTEST:

Kimberly Dillon
for Kimberly Dillon, CMC
City Clerk

Date

10/12/2023



ATTEST:

Kenneth Cortez
Signature of Corporate Secretary

Kenneth Cortez
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Approved as to form and legal sufficiency:

Hans Ottinot
Hans Ottinot, City Attorney

Date

Lhoist North America of Alabama, LLC.

Company Name

Dr. Philipp Niemann
Signature of Dr. Philipp Niemann,
President/CEO

Dr. Philipp Niemann

Name of President/CEO

Date

9/21/23

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 28, 2023

DEPARTMENT: Water Utilities

TITLE:

Task Order No. 1 for WGI, Inc. Architecture Consulting Services Water Treatment Plant

SUMMARY:

The Consultant will provide Architecture consulting services for storm hardening the Water Treatment Plant Roof.

BACKGROUND AND JUSTIFICATION:

The Water Treatment Plant in the City applied for a grant funding through the Rebuild Florida Critical Facilities Hardening program to evaluate and replace the roof on the lime-softening building. Due to age, drainage issues, and leaks, the flat roof needs repair to strengthen the building, which houses the City's Emergency Operations Center (EOC). WGI, Inc. has been hired as the City's architecture consultant to provide design and construction services for this project.

MOTION:

Move to approve/disapprove Task Order No. 1 for WGI, Inc. to provide Architecture consulting Services for the Water Treatment Plant Roof Storm Hardening Project.

ATTACHMENT(S):

Fiscal Impact Analysis

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$236,656.00	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		
Remaining Balance	N/A	

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Water Utilities
Division	Water Treatment
GL Description	Improve Other than Build
GL Account Number	422-7022-533.63-00
Project Number	FG2201
Requested Funds	\$236,656.00
Remaining Balance	\$752,606.00
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Grant Funded

TASK ORDER No. 01

**CONTINUING PROFESSIONAL SERVICES
(Architecture)**

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

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated May 31, 2023, and services are generally described as: Water Treatment Plant Roof Storm Hardening (the “Project”).

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach with Architecture consulting services for the Project as specified in the **CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit “A” Scope.**

3.0 Schedule

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

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of \$236,656.00.

5.0 Project Manager

The Project Manager for the CONSULTANT is Eric Luttmann, AIA, phone: 727-656-6449; email: eric.luttmann@wginc.com; and, the Project Manager for the City is Garry E. Baker II (Plant Manager), phone: 561-586-1713; email: gabaker@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Architecture) based on RFQ# 23-300 between the City of Lake Worth Beach and the CONSULTANT, dated March 24, 2023 (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 01 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT:

WGI, Inc.



By: _____

Print Name: Eric Luttmann, AIA

Title: Director, Architecture

STATE OF Florida)
COUNTY OF Hillsborough)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 26th day of October, 2023, **WGI, Inc.**, by a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Carrie Donelan Fisher
Notary Public Signature

Notary Seal:



Exhibit "A" Scope



August 21, 2023

Garry E. Baker II
Water Plant Manager
City of Lake Worth Beach, Water Utilities Department
301 College Street
Lake Worth Beach, FL 33460

gabaker@lakeworthbeachfl.gov

Re: City of Lake Worth Beach Continuing Professional Services – Architecture
Water Treatment Plant Roof Storm Hardening Project
Task Order (TO) #1

Greetings Garry,

WGI is pleased to provide this proposal to City of Lake Worth Beach (CLIENT) for architectural/engineering services in relation to the above-mentioned project. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to the corresponding Continuing Professional Services Agreement with the City of Lake Worth Beach dated March 24, 2023.

PROJECT UNDERSTANDING:

The Water Treatment Plant Roof Storm Hardening Project (PROJECT) consists of an existing conditions review, design, grant assistance, and construction administration services for the replacement of the City's Water Treatment Plant roofing system to remediate observable ponding and drainage concerns. The PROJECT is funded through a current Florida Department of Economic Opportunity (FDEO) grant agreement (I0129) and will be bid on conjunction with the East Clearwell Roof Membrane Replacement (CLEARWELL) that has been previously designed by WGI.

SCOPE OF SERVICES:

WGI will provide the following professional services for the PROJECT:

1. GRANT ADMINISTRATION

WGI will provide grant administration assistance services to the CLIENT consisting of the following activities only:

- a. Review grant requirements;
- b. Review grant agreement particularly regarding the Davis Bacon Wage Requirements and assist CLIENT with review of contractor compliance submittals during construction; and
- c. Attend up to two (2) coordination meetings with grant administration consultant and/or FDEO Grant Manager.

2. DESIGN DEVELOPMENT

WGI will visit the site to review existing conditions, document findings in a report style format for Work Areas as defined in Figure 1 below and prepare Design Development documents for the PROJECT consisting of cost estimate and plans to illustrate general design intent for the new roofing system, roof drainage improvements, and associated architectural components for the roofing system replacement only. Reasonable CLIENT review comments will be addressed accordingly and incorporated into the following submittal. Architecture staff will attend one (1)

project kick-off meeting and one (1) review meeting with CLIENT and project team to discuss Design Development comments.

3. 90% CONSTRUCTION DOCUMENTS

WGI will prepare 90% Construction Documents consisting of cost estimate, plans, and sheet specifications illustrating design intent and technical detailing based on the approved Design Development. Reasonable CLIENT review comments will be addressed accordingly and incorporated into the next submittal. Architect will attend one (1) review meeting with CLIENT and project team to discuss 90% Construction Documents comments. PROJECT will utilize specifications developed for the East Clearwell Roof Membrane Replacement project and WGI will coordinate with CLIENT for front end specification documents.

4. 100% CONSTRUCTION DOCUMENTS

WGI will prepare 100% Construction Documents based on the approved 90% Construction Documents. The 100% Construction Documents will consist of cost estimate, plans, sheet specifications, and other information as required for submittal to the Authority Having Jurisdiction's (AHJ) Building Department.

5. PERMITTING/BIDDING ASSISTANCE

WGI will submit digitally signed 100% Construction Documents to the AHJ, coordinate the building permit process with the AHJ, and assist the client during the bidding process as follows:

- a. Respond to reasonable AHJ permit comments and revise plans accordingly;
- b. Conduct on-site pre-bid meeting in coordination with CLIENT and issue minutes;
- c. Respond to up to ten (10) contractor Request for Information (RFI) during the bidding process;
- d. Assist CLIENT in bid review process and propose bid recommendation;
- e. Assist CLIENT with grant coordination efforts between CLIENT, FDEO, and contractor;
- f. Prepare and issue addenda; and
- g. Issue digitally signed Conformed Set of documents in PDF format including permit comment and bidding process revisions to the CLIENT.

6. CONSTRUCTION ADMINISTRATION

WGI will provide architectural Construction Administration Services for this PROJECT and CLEARWELL as follows:

- a. Virtually attend one (1) PROJECT pre-construction meeting;
- b. Virtually attend up to six (6) construction progress meetings;
- c. Respond to up to 10 (10) contractor RFI;
- d. Review architectural submittals and shop drawings;
- e. Attend three (3) construction progress site visits per week and document findings in associated field observation reports;
- f. Attend one (1) Substantial Completion walkthrough and provide associated Punchlist;
- g. Provide interpretation of plans and specifications. Assist with review of contractor's proposals for any changes of work, assist with negotiations, and provide recommendations to CLIENT;
- h. Review and recommend disposition to CLIENT regarding contractor payment applications;
- i. Review closeout documentation; and
- j. Prepare Record Drawings for the project based on red-lined drawings provided by the Contractor. Digital copies (PDF and AutoCAD versions) of Record Drawings will be provided to the CLIENT.

BASIS OF SCOPE:

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project will include, but may not be limited to, the building floor plans; plumbing, utilities, and roof drain plans; environmental assessments; geotechnical reports; and survey (with CAD file);
2. Additional submittals and coordination with permitting agencies not due to WGI's work will be invoiced on an hourly basis;
3. Scope of Services and fee associated with PROJECT are based on correspondence with, and document titled "2022.07.18 CFHP Budget Workplan.xlsm" as provided by CLIENT;
4. The limits of the project will only include the Work Areas described as defined in Figure 1 below;
5. Scope outlined herein are the Basic Services associated with the Proposed Fee included. Any services outside these Basic Services shall be considered Additional Services and for which WGI will receive additional compensation. Additional Services must be authorized by CLIENT in writing and accepted by WGI;
6. The PROJECT and CLEARWELL project (previously designed) will be designed, permitted, bid, and constructed under one (1) phase. It is assumed the CLEARWELL project will be inserted as-is into a comprehensive permitting and bid package;
7. Specific roofing system requirements and products will be coordinated with CLIENT;
 - a. Coordinate language and line item/allowance in the Construction Documents to accommodate destructive demolition of observable soft areas within existing roof conditions.
8. Structural Engineering is included only to field review potential damage to substrate or structure beneath roofing system to be replaced and consult with CLIENT as to extent of damage. All design and/or engineering is excluded and will be coordinated with CLIENT as additional services based on extent of effort determined by field observation;
9. This proposal explicitly excludes:
 - a. Value Engineering Services and/or the subsequent revisions to the Contract Documents, nor any revisions to the Contract Documents resulting from changes proposed by other parties;
 - b. Any modifications to the CLEARWELL project design aside from administrative/formatting the documents into the comprehensive permitting and bid package;
 - c. Design or professional consulting for anything not explicitly identified in this proposal, including but not limited to improvements to any other portions or installations at the water treatment building or facility;
 - d. Structural Engineering design and/or engineering;
 - e. Grant assistance or writing beyond the activities explicitly listed in the proposal;
 - f. Geotechnical Engineering (Soils analysis and investigation with full report including foundation recommendations to be procured separately by CLIENT.);
 - g. Green building certification services as well as energy modelling;
 - h. WGI is not responsible for identifying or documenting the removal of any hazardous materials such as asbestos, lead-based paint, etc.;
 - i. Project review fees, inspection fees, fiscal surety, permit fees, and other associated project-related fees are not part of this scope and remain the responsibility of the CLIENT;
 - j. Site visits or additional field reviews beyond those explicitly included; and
 - k. Reproduction or printing of any kind not explicitly identified in this proposal.
10. All submittals to CLIENT will be in digital PDF format only;
11. Significant modifications or revisions to work that has already been completed and approved will require an amendment to this contract. WGI will submit a separate proposal for those services; and
12. Additional submittals and coordination with AHJ or other permitting agencies not due to WGI's work will be invoiced on an hourly basis.

We appreciate the opportunity to continue to be of service to City of Lake Worth Beach. Upon acceptance of this proposal, please sign and return an executed copy to this office.

Respectfully submitted,
WGI



Eric Luttmann, AIA, NCARB
Director, Architecture

ATTACHMENTS:

Exhibit B – Fee Spreadsheet

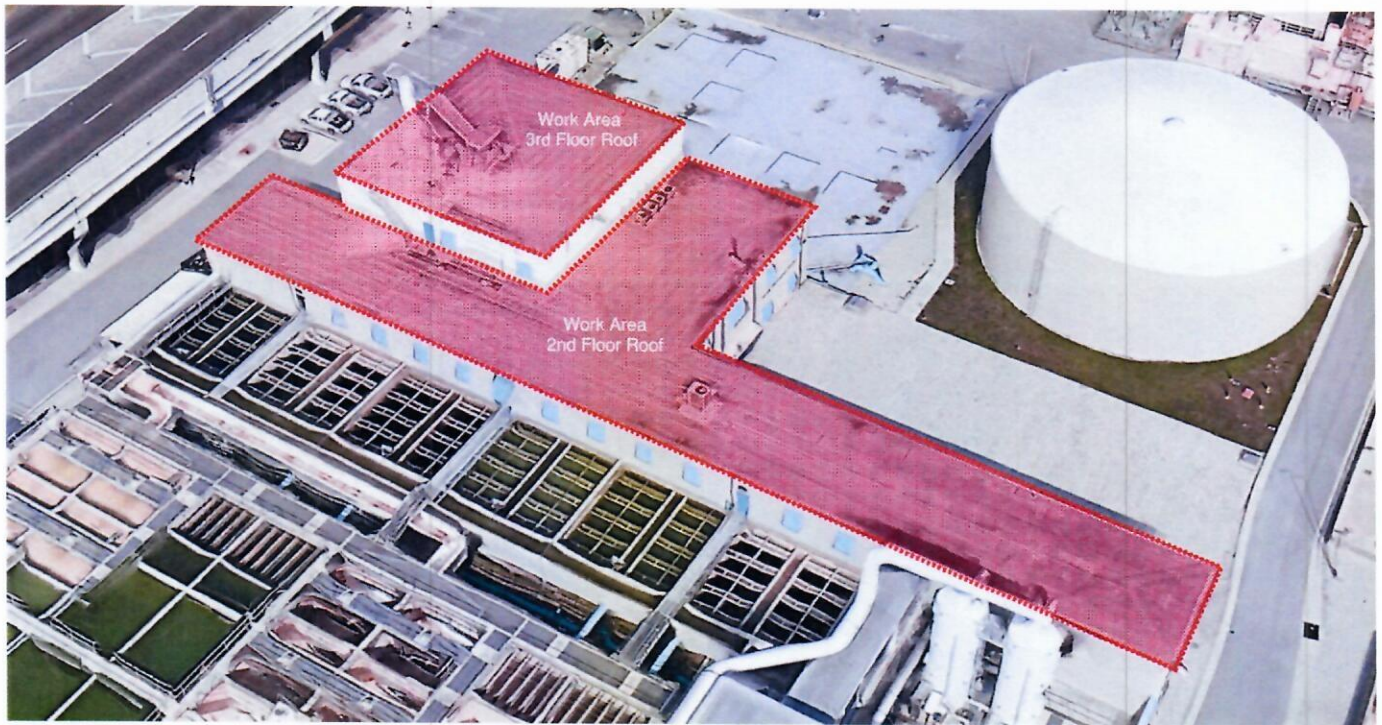


Figure 1 – PROJECT Work Areas Extents

Exhibit "B" Fee

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 28, 2023

DEPARTMENT: Electric Utility

TITLE:

Agreements with Gresco Supply, Inc and ULS Corporate, Inc. for the purchase and delivery of three-phase, pad-mounted distribution transformers

SUMMARY:

Agreements with Gresco Supply, Inc and ULS Corporate, Inc. for the purchase and delivery of three-phase, pad-mounted distribution transformers for the City's Electric Utility under City of Lake Worth Beach solicitation (IFB# 23-109). Materials purchased under this agreement are essential elements of the City's Electric Utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in Bond Series 2020 and 2022.

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB# 23-109) seeking bids from qualified vendors for the supply of three-phase, pad-mounted distribution transformers. Gresco Supply, Inc. and ULS Corporate, Inc. were two (2) of five (5) vendors to bid and were found to be responsive and responsible bidders and were recommended for the award. Gresco Supply, Inc was selected as the awardee of the primary contract and ULS Corporate, Inc. was selected as the awardee of the secondary contract, based upon price.

The City is currently implementing the Electric Utility System Hardening and Reliability Improvement Program (SHRIP). As part of this project, old three-phase, pad-mounted transformers are replaced to improve system reliability and storm resiliency. Additionally, many locations within the service territory will be converted from 4kV to 26kV, which also requires the materials purchased under this agreement. Distribution transformers purchased under this agreement will be utilized for both Capital and Operations & Maintenance projects and will be charged out to the projects accordingly. The duration of the Agreements is three (3) years, with the option to renew for two (2) additional one (1) year periods. The total cost shall not exceed \$2,500,000 per year per Agreement.

MOTION:

Move to approve/disapprove Agreements with Gresco Supply, Inc. and ULS Corporate, Inc. for the purchase and delivery of three-phase, pad-mounted distribution transformers at a cost not to exceed \$2,500,000 per year per Agreement.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreements
IFB# 23-109 Bid Tab

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric Utility
Division	Transmission /Distribution
GL Description	Improve Other than Build/ Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	Various
Requested Funds	\$25,000,000
Remaining Balance	\$18,924,134.39
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Bond

**AGREEMENT FOR GOODS AND SERVICES
(Three Phase Pad Mounted Distribution Transformers)**

THIS AGREEMENT FOR GOODS AND SERVICES ("Agreement") is made on _____, 2023, 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 **Gresco Supply, Inc.**, a Georgia corporation ("CONTRACTOR") with its office located at 1135 Rumble Road., Forsyth, GA 31029.

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 23-109 for the procurement of Three Phase Pad Mounted Distribution Transformers for use on a grounded 60-Hertz distribution system for the City of Lake Worth Beach on an as needed basis ("IFB"); and

WHEREAS, CONTRACTOR submitted a bid to provide three phase mounted distribution transformers as described and set out in the IFB; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid (with the CONTRACTOR's bid price schedule attached hereto as **Exhibit "A"**) in order for CONTRACTOR to render the goods and services to the CITY as provided herein; and

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

WHEREAS, the CITY finds awarding the IFB to the CONTRACTOR as described herein serves a valid public purpose.

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

1. TERM

1.1 The term of this Agreement shall be for initial period of three (3) years for a supply of three phase pad-mounted distribution transformers. This Agreement may be renewed for two (2) additional one (1) year renewal periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the CITY's City Commission. The renewal term may be approved by the City Manager. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes supply and delivery of three phase pad mounted distribution transformers for use on a grounded 60-Hertz distribution system on an as needed basis as more specifically set forth in the IFB's Scope of Work. Work shall commence upon the issuance of a Purchase Order by the City.

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

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 All deliveries of the transformers shall be made as provided in the CONTRACTOR's bid. In the event of a natural disaster as determined by the CITY, such as a hurricane, and the CITY places an order, such delivery shall be made on a "first priority" basis. Deliveries shall only occur between the hours of 8:00 am to 3:00 pm Monday through Friday.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

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

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

4. MATERIALS

4.1 The CONTRACTOR shall provide all three-phase pad mounted distribution transformers as more specifically set forth in the IFB.

5. FEE AND ORDERING MECHANISM

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual goods provided and accepted by the CITY at the price identified in CONTRACTOR'S bid, which price is attached as **Exhibit "A"**. The price shall remain firm for the initial term of this Agreement.

5.2 Should the CITY require additional similar type of distribution transformers, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional goods being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Work (including each order of transformers) under this Agreement will be by a City issued Purchase Order(s); however, except for the select goods and total pricing identified, the terms and conditions stated in a City Purchase Order(s) shall not apply. CONTRACTOR shall not provide goods under this Agreement without a City Purchase Order specifically for the stated goods. CONTRACTOR shall provide the amount of requested goods and price listed in each Purchase Order and not exceed amounts expressed on any Purchase Order. CONTRACTOR shall be liable for any excess goods or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new Purchase Order(s) each Fiscal Year for required and approved goods.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total not to exceed cost for this Agreement shall be the total of all City issued Purchase Orders under this Agreement. For purposes of budgeting and setting a fiscal year limitation, the total not to exceed amount of this Agreement for each fiscal year is **Two Million Five Hundred Thousand Dollars (\$2,500,000)**, and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty(30) days of receipt of an approved invoice for work.

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

8. AUDIT BY CITY

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

9. COPIES OF DATA/DOCUMENTS

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

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

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

12. DEFAULTS, TERMINATION OF AGREEMENT

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

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

13. INSURANCE

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

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

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

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

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

14. WAIVER OF BREACH

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

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, 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; Exhibit "A" (the Contractor's bid price); and, the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

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

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

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

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

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

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in all respects under this Agreement.

22. NOTICES

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

City of Lake Worth Beach
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:

Gresco Supply, Inc.
Attn: Melissa Williams
1135 Rumble Road
Forsyth, GA 31209

23. SEVERABILITY

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

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be

extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed electronically.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

27. PUBLIC ENTITY CRIMES

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

28. PREPARATION

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

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

31. PUBLIC RECORDS

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY

**OF LAKE WORTH BEACH, ATTN: CITY CLERK, 7 NORTH DIXIE
HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

32. COPYRIGHTS AND/OR PATENT RIGHTS

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

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the CITY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor/Contractor be authorized to use the CITY's tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

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

36. DAMAGE TO PERSONS OR PROPERTY

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

37. SCRUTINIZED COMPANIES

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

certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

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

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

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

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

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

38. E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is

terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

39. SURVIVABILITY

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

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

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Three Phase Pad Mounted Distribution Transformers) 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:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: GRESKO SUPPLY, INC.

By: M. Williams

Print Name: Melissa Williams

Title: CFO



STATE OF GEORGIA
COUNTY OF MONROE

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 13th day of October 2023, by Melissa S. Williams as the CFO [title] of Gresko Supply, Inc., a Georgia Corporation, who is personally known to me or who has produced DRIVERS LICENSE as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Kimberly L. Diponzo
Notary Public Signature
Notary Seal:



Exhibit "A"

IFB# 23-109 Three Phase Pad Mounted Distribution Transformers SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the materials set forth in the Specifications. Quantities provided are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

Prices shall be inclusive of all fees and be FOB Destination, Electric Utility, Lake Worth Beach, Florida. All items must be delivered within 6 months after receiving the order.

Bidders shall fill out all the pages for all items they can offer. All fields must be completed on the offered item to be considered for award. Bidders are also required to submit their prices on Excel form provided on USB drive. In the case of discrepancies prices on the bid form will prevail.

	Description	Est. Annual Units	KVA	Primary Voltage	Secondary Voltage	Part #	Unit Price	AVG NL Losses	AVG LL Losses	Delivery in days ARO
1	Three-Phase, Padmounted Conventional	2	150	26450/152 40V Grounded Wye	120/208V		\$26,933	301	1825	18 wks 24-26 wks
2	Three-Phase, Padmounted Conventional	3	150	26450/152 40V Grounded Wye	277/480V		\$26,556	337	1500	18 wks 24-26 wks
3	Three-Phase, Padmounted Conventional	2	300	26450/152 40V Grounded Wye	120/208V		\$32,899	618	2408	18wks 24-26 wks
4	Three-Phase, Padmounted Conventional	1	300	26450/152 40V Grounded Wye	277/480V		\$31,809	610	2334	18 wks 24-26 wks
5	Three-Phase, Padmounted Conventional	2	300	26450/152 40V Grounded Wye	120/240V Delta		\$31,842	593	2541	18 wks 24-26 wks

6	Three-Phase, Padmounted Conventional	4	500	26450/152 40V Grounded Wye	120/208V		\$40,242	748	4383	18 wks 24-26 wks
7	Three-Phase, Padmounted Conventional	1	500	26450/152 40V Grounded Wye	277/480V		\$37,274	781	4103	18 wks 24-26 wks
8	Three-Phase, Padmounted Conventional	1	750	26450/152 40V Grounded Wye	120/208V		\$53,002	1038	5972	18 wks 80+ wks
9	Three-Phase, Padmounted Conventional	2	750	26450/152 40V Grounded Wye	277/480V		\$46,453	1060	5817	18 wks 80+ wks
10	Three-Phase, Padmounted Conventional	1	1000	26450/152 40V Grounded Wye	120/208V		\$65,256	1290	7759	18 wks 80+ wks
11	Three-Phase, Padmounted Conventional	1	1000	26450/152 40V Grounded Wye	277/480V		\$58,639	1359	6261	18 wks 80+ wks
12	Three-Phase, Padmounted Conventional	1	1500	26450/152 40V Grounded Wye	120/208V		\$103,753	1372	12400	18 wks 80+ wks
13	Three-Phase, Padmounted Conventional	1	1500	26450/152 40V Grounded Wye	277/480V		\$70,518	1863	9660	18 wks 80+ wks
14	Three-Phase, Padmounted Conventional	1	2500	26450/152 40V Grounded Wye	277/480V		\$96,070	2822	13893	18 wks 80+ wks
15	Three-Phase, Padmounted Conventional	1	150	4180/2400 V Grounded Wye	120/208V		\$23,396	310	1790	18 wks 24-26 wks

16	Three-Phase, Padmounted Conventional	1	150	4160/2400 V Grounded Wye	277/480V		\$22,355	337	1517	18 wks 24-26 wks
17	Three-Phase, Padmounted Conventional	1	300	4160/2400 V Grounded Wye	120/208V		\$30,284	626	2198	18 wks 24-26 wks
18	Three-Phase, Padmounted Conventional	1	300	4160/2400 V Grounded Wye	277/480V		\$28,043	589	2446	18 wks 24-26 wks
19	Three-Phase, Padmounted Conventional	1	300	4160/2400 V Grounded Wye	240/480V		\$28,436	676	2297	18 wks 24-26 wks
20	Three-Phase, Padmounted Conventional	1	300	4160/2400 V Grounded Wye	120/240V Delta		\$29,599	618	2278	18 wks 24-26 wks
21	Three-Phase, Padmounted Conventional	1	500	4160/2400 V Grounded Wye	120/208V		\$38,046	816	4033	18 wks 24-26 wks
22	Three-Phase, Padmounted Conventional	1	500	4160/2400 V Grounded Wye	277/480V		\$35,068	871	3246	18 wks 24-26 wks
23	Three-Phase, Padmounted Conventional	1	750	4160/2400 V Grounded Wye	120/208V		\$52,256	907	6311	18 wks 80+ wks
24	Three-Phase, Padmounted Conventional	1	750	4160/2400 V Grounded Wye	277/480V		\$45,277	1060	5853	18 wks 80+ wks
25	Three-Phase, Padmounted Conventional	1	1000	4160/2400 V Grounded Wye	120/208V		\$69,640	962	8232	18 wks 80+ wks

26	Three-Phase, Padmounted Conventional	1	1000	4160/2400 V Grounded Wye	277/480V		\$52,106	1323	7305	18 wks 80+ wks
27	Three-Phase, Padmounted Conventional	1	1500	4160/2400 V Grounded Wye	120/208V		NB			
28	Three-Phase, Padmounted Conventional	1	1500	4160/2400 V Grounded Wye	277/480V		NB			
29	Three-Phase, Padmounted Conventional	1	2500	4160/2400 V Grounded Wye	277/480V		NB			
30	Three-Phase, Padmounted Step-Down	2	1000	26450/152 40V Grounded Wye	4160/2400V		\$58,853	1418	5413	18 wks 80+ wks
31	Three-Phase, Padmounted Step-Down	2	3000	26450/152 40V Grounded Wye	4160/2400V		\$105,577	2953	21912	18 wks 80+ wks

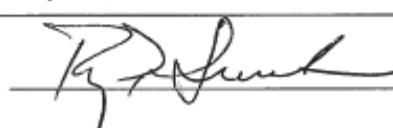
Bidder shall provide manufacturer data sheet with their bid. Failure to provide manufacturer data sheet may be cause for the bid rejection.

Name of Bidder: GRESKO

Address: 6421 CR 219 Wildwood ST FL Zip 34785

Phone: (813) 376-2840 Email: roy.lumsden@gresco.com

Print Name: Roy Lumsden Title: Account Manager

SIGNATURE:  Date: 5/15/2023

**AGREEMENT FOR GOODS AND SERVICES
(Three Phase Pad Mounted Distribution Transformers)**

THIS AGREEMENT FOR GOODS AND SERVICES ("Agreement") is made on July 27, 2023, 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 **ULS Corporate, Inc.**, a foreign corporation ("CONTRACTOR") with its office located at 1001 Finch Ave West, Suite 200A, North York, Ontario, M3C2J7, Canada.

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 23-109 for the procurement of Three Phase Pad Mounted Distribution Transformers for use on a grounded 60-Hertz distribution system for the City of Lake Worth Beach on an as needed basis ("IFB"); and

WHEREAS, CONTRACTOR submitted a bid to provide three phase mounted distribution transformers as described and set out in the IFB; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid (with the CONTRACTOR's bid price schedule attached hereto as **Exhibit "A"**) in order for CONTRACTOR to render the goods and services to the CITY as provided herein; and

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

WHEREAS, the CITY finds awarding the IFB to the CONTRACTOR as described herein serves a valid public purpose.

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

1. TERM

1.1 The term of this Agreement shall be for initial period of three (3) years for a supply of three phase pad-mounted distribution transformers. This Agreement may be renewed for two (2) additional one (1) year renewal periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the CITY's City Commission. The renewal term may be approved by the City Manager. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes supply and delivery of three phase pad mounted distribution transformers for use on a grounded 60-Hertz distribution system on an as needed basis as more specifically set forth in the IFB's Scope of Work. Work shall commence upon the issuance of a Purchase Order by the City.

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

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 All deliveries of the transformers shall be made as provided in the CONTRACTOR's bid. In the event of a natural disaster as determined by the CITY, such as a hurricane, and the CITY places an order, such delivery shall be made on a "first priority" basis. Deliveries shall only occur between the hours of 8:00 am to 3:00 pm Monday through Friday.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

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

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

4. MATERIALS

4.1 The CONTRACTOR shall provide all three-phase pad mounted distribution transformers as more specifically set forth in the IFB.

5. FEE AND ORDERING MECHANISM

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual goods provided and accepted by the CITY at the price identified in CONTRACTOR'S bid, which price is attached as **Exhibit "A"**. The price shall remain firm for the initial term of this Agreement.

5.2 Should the CITY require additional similar type of distribution transformers, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional goods being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Work (including each order of transformers) under this Agreement will be by a City issued Purchase Order(s); however, except for the select goods and total pricing identified, the terms and conditions stated in a City Purchase Order(s) shall not apply. CONTRACTOR shall not provide goods under this Agreement without a City Purchase Order specifically for the stated goods. CONTRACTOR shall provide the amount of requested goods and price listed in each Purchase Order and not exceed amounts expressed on any Purchase Order. CONTRACTOR shall be liable for any excess goods or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new Purchase Order(s) each Fiscal Year for required and approved goods.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total not to exceed cost for this Agreement shall be the total of all City issued Purchase Orders under this Agreement. For purposes of budgeting and setting a fiscal year limitation, the total not to exceed amount of this Agreement for each fiscal year is **Two Million Five Hundred Thousand Dollars (\$2,500,000)**, and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

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

8. AUDIT BY CITY

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

9. COPIES OF DATA/DOCUMENTS

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

52

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

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

12. DEFAULTS, TERMINATION OF AGREEMENT

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

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

13. INSURANCE

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

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

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

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

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

14. WAIVER OF BREACH

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

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, 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.

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

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

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

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

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

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

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

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in all respects under this Agreement.

22. NOTICES

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

City of Lake Worth Beach
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:

ULS Corporate Inc.
Att. Antonio Velazco, Business Manager
7901 4th St N Ste 300
St. Petersburg, FL 33702

23. SEVERABILITY

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

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be

extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed electronically.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

27. PUBLIC ENTITY CRIMES

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

28. PREPARATION

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

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

31. PUBLIC RECORDS

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY

**OF LAKE WORTH BEACH, ATTN: CITY CLERK, 7 NORTH DIXIE
HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

32. COPYRIGHTS AND/OR PATENT RIGHTS

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

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the CITY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor/Contractor be authorized to use the CITY's tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

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

36. DAMAGE TO PERSONS OR PROPERTY

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

37. SCRUTINIZED COMPANIES

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

certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

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

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

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

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

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

38. E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is




terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

39. SURVIVABILITY

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

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

A handwritten signature in blue ink, consisting of the initials 'JD', is enclosed within a hand-drawn blue circle.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Three Phase Pad Mounted Distribution Transformers) 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:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: ULS Corporate, INC.

By: Jose Valezco
Print Name: _____
Title: President

[Corporate Seal]

City
STATE OF Markham
COUNTY OF Ontario
Province

THE FOREGOING instrument was acknowledged before me by means of physical presence or • online notarization on this 27 day of July 2023, by Jose Valezco, as the president [title] of ULS Corporate, Inc., an Ontario, Canada Corporation, who is personally known to me or who has produced Driver's License as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

FRANK SI JI DU
Barrister & Solicitor, Notary Public and
Commissioner for Oaths in and for
the Province of Ontario.
LSO #81136P
frankdu333@hotmail.com
T: 647-860-8308

[Signature]
Notary Public Signature
Notary Seal:



Exhibit "A"

(B4)

IFB# 23-109 Three Phase Pad Mounted Distribution Transformers
SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the materials set forth in the Specifications. Quantities provided are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

Prices shall be inclusive of all fees and be FOB Destination, Electric Utility, Lake Worth Beach, Florida. All items must be delivered within 6 months after receiving the order.

Bidders shall fill out all the pages for all items they can offer. All fields must be completed on the offered item to be considered for award. Bidders are also required to submit their prices on Excel form provided on USB drive. In the case of discrepancies prices on the bid form will prevail.

	Description	Est. Annual Units	KVA	Primary Voltage	Secondary Voltage	Part #	Unit Price	AVG NL Losses	AVG LL Losses	Delivery In days ARO
1	Three-Phase, Padmounted Conventional	2	150	26450/152 40V Grounded Wye	120/208V	ULS-UF3034-0015	\$ 35,513.31	280	2625	180
2	Three-Phase, Padmounted Conventional	3	150	26450/152 40V Grounded Wye	277/480V	ULS-UF3034-0016	\$ 38,516.71	280	2625	180
3	Three-Phase, Padmounted Conventional	2	300	26450/152 40V Grounded Wye	120/208V	ULS-UF3034-0017	\$ 43,702.27	450	5250	180
4	Three-Phase, Padmounted Conventional	1	300	26450/152 40V Grounded Wye	277/480V	ULS-UF3034-0018	\$ 43,701.18	450	5250	180
5	Three-Phase, Padmounted Conventional	2	300	26450/152 40V Grounded Wye	120/240V Delta	ULS-UF3034-0019	\$ 44,911.08			180



6	Three-Phase, Padmounted Conventional	4	500	26450/152 40V Grounded Wye	120/208V	ULS-UF3034 -0020	\$ 51,803.63	750	7000	180
7	Three-Phase, Padmounted Conventional	1	500	26450/152 40V Grounded Wye	277/480V	ULS-UF3034 -0021	\$ 51,772.68	750	7000	180
8	Three-Phase, Padmounted Conventional	1	750	26450/152 40V Grounded Wye	120/208V	ULS-UF3034 -0022	\$ 66,458.09	1125	10500	180
9	Three-Phase, Padmounted Conventional	2	750	26450/152 40V Grounded Wye	277/480V	ULS-UF3034 -0023	\$ 66,401.82	1125	10500	180
10	Three-Phase, Padmounted Conventional	1	1000	26450/152 40V Grounded Wye	120/208V	ULS-UF3034 -0024	\$ 74,372.99	1300	14000	180
11	Three-Phase, Padmounted Conventional	1	1000	26450/152 40V Grounded Wye	277/480V	ULS-UF3034 -0025	\$ 73,172.66	1300	14000	180
12	Three-Phase, Padmounted Conventional	1	1500	26450/152 40V Grounded Wye	120/208V	ULS-UF3034 -0026	\$ 88,202.12	1950	19500	180
13	Three-Phase, Padmounted Conventional	1	1500	26450/152 40V Grounded Wye	277/480V	ULS-UF3034 -0027	\$ 87,079.66	1950	19500	180
14	Three-Phase, Padmounted Conventional	1	2500	26450/152 40V Grounded Wye	277/480V	ULS-UF3034 -0028	\$ 115,290.53	3250	32500	180
15	Three-Phase, Padmounted Conventional	1	150	4160/2400 V Grounded Wye	120/208V	ULS-UF3034 -0029	\$ 35,833.11	3250	2625	180

26 *f*

16	Three-Phase, Padmounted Conventional	1	150	4160/2400 V Grounded Wye	277/480V	ULS-UF3034-0030	\$ 36,714.63	280	2625	180
17	Three-Phase, Padmounted Conventional	1	300	4160/2400 V Grounded Wye	120/208V	ULS-UF3034-0031	\$ 43,427.98	450	5250	180
18	Three-Phase, Padmounted Conventional	1	300	4160/2400 V Grounded Wye	277/480V	ULS-UF3034-0032	\$ 44,253.75	450	5250	180
19	Three-Phase, Padmounted Conventional	1	300	4160/2400 V Grounded Wye	240/480V	ULS-UF3034-0033	\$ 44,078.83	450	5250	180
20	Three-Phase, Padmounted Conventional	1	300	4160/2400 V Grounded Wye	120/240V Delta	ULS-UF3034-0034	\$ 45,182.60			180
21	Three-Phase, Padmounted Conventional	1	500	4160/2400 V Grounded Wye	120/208V	ULS-UF3034-0035	\$ 53,030.68	750	7000	180
22	Three-Phase, Padmounted Conventional	1	500	4160/2400 V Grounded Wye	277/480V	ULS-UF3034-0036	\$ 53,583.56	750	7000	180
23	Three-Phase, Padmounted Conventional	1	750	4160/2400 V Grounded Wye	120/208V	ULS-UF3034-0037	\$ 68,563.35	1125	10500	180
24	Three-Phase, Padmounted Conventional	1	750	4160/2400 V Grounded Wye	277/480V	ULS-UF3034-0038	\$ 68,432.45	1125	10500	180
25	Three-Phase, Padmounted Conventional	1	1000	4160/2400 V Grounded Wye	120/208V	ULS-UF3034-0039	\$ 74,536.25	1300	14000	180

27

26	Three-Phase, Padmounted Conventional	1	1000	4160/2400 V Grounded Wye	277/480V	ULS-UF3034-0040	\$ 73,464.42	1300	14000	180
27	Three-Phase, Padmounted Conventional	1	1500	4160/2400 V Grounded Wye	120/208V	ULS-UF3034-0041	\$ 88,177.62	1950	19500	180
28	Three-Phase, Padmounted Conventional	1	1500	4160/2400 V Grounded Wye	277/480V	ULS-UF3034-0042	\$ 87,233.29	1950	19500	180
29	Three-Phase, Padmounted Conventional	1	2500	4160/2400 V Grounded Wye	277/480V	ULS-UF3034-0043	\$ 116,401.74	3250	32500	180
30	Three-Phase, Padmounted Step-Down	2	1000	26450/152 40V Grounded Wye	4160/2400V	ULS-UF3034-0044	\$ 75,488.51	1300	14000	180
31	Three-Phase, Padmounted Step-Down	2	3000	26450/152 40V Grounded Wye	4160/2400V	ULS-UF3034-0045	\$ 123,443.41	3900	39000	180

Bidder shall provide manufacturer data sheet with their bid. Failure to provide manufacturer data sheet may be cause for the bid rejection.

Name of Bidder: ULS CORPORATE INC

Address: 1001 FINCH AVE WEST OFFICE 200A, NORTH YORK, CANADA ST ON Zip M3J2C7

Phone: (647) 351-8574 Email: jvelazco@ulscorporate.com

Print Name: ANTONIO VELAZCO Title: BUSINESS MANAGER

SIGNATURE:  Date: MAY 15, 2023



	Gresco Utility Supply, Inc.										ULS Corporate Inc					Virginia Transformer Corp.					Wesco (ABB-Hitachi)					Wesco (Cooper Power Systems)														
Description	Est. Annual Units	KVA	Primary Voltage	Secondary Voltage	Part #	Unit Price	AVG		Delivery In days ARO	TOC	Part #	Unit Price	AVG		Delivery In days ARO	TOC	Part #	Unit Price	AVG		Delivery In days ARO	TOC	Part #	Unit Price	AVG		Delivery In days ARO	TOC	Part #	Unit Price	AVG		Delivery In days ARO	TOC						
							NL	LL					NL	LL					NL	LL					NL	LL					NL	LL			NL	LL	NL	LL	NL	LL
							Losses	Losses					Losses	Losses					Losses	Losses					Losses	Losses					Losses	Losses			Losses	Losses	Losses	Losses	Losses	Losses
1	Three-Phase, Padmounted Conventional	2	150	2645015240V Grounded Wye	120208V	\$ 26,933.00	301	1825	126	\$ 31,774.23	ULS-UF3034-0015	\$ 35,513.31	280	2625	180	\$ 41,806.52	no offer					Per Specification	\$ 51,196.00	286	1333	710	\$ 55,021.94	Per Specification	\$ 32,738.00	120	1882	805	\$ 36,896.10							
2	Three-Phase, Padmounted Conventional	3	150	2645015240V Grounded Wye	277480V	\$ 26,556.00	337	1500	126	\$ 30,927.73	ULS-UF3034-0016	\$ 36,516.71	280	2625	180	\$ 42,809.92	no offer					Per Specification	\$ 42,092.00	288	1333	710	\$ 45,926.71	Per Specification	\$ 32,827.00	117	2132	805	\$ 37,454.45							
3	Three-Phase, Padmounted Conventional	2	300	2645015240V Grounded Wye	120208V	\$ 32,899.00	618	2408	126	\$ 40,254.52	ULS-UF3034-0017	\$ 43,702.27	450	5250	180	\$ 55,806.67	\$ 68,101.00					Per Specification	\$ 58,393.00	714	1419	710	\$ 64,260.42	Per Specification	\$ 38,954.00	189	3447	805	\$ 46,434.91							
4	Three-Phase, Padmounted Conventional	1	300	2645015240V Grounded Wye	277480V	\$ 31,609.00	610	2334	126	\$ 38,786.64	ULS-UF3034-0018	\$ 43,701.18	450	5250	180	\$ 55,805.58	\$ 68,101.00					Per Specification	\$ 54,751.00	455	2513	710	\$ 61,594.90	Per Specification	\$ 38,700.00	195	3446	805	\$ 46,205.27							
5	Three-Phase, Padmounted Conventional	2	300	2645015240V Grounded Wye	120240V Delta	\$ 31,842.00	593	2541	126	\$ 39,344.66	ULS-UF3034-0019	\$ 44,811.08			180	\$ 44,811.08	\$ 68,101.00					Per Specification	\$ 60,000.00	476	2434	710	\$ 66,783.45	Per Specification	\$ 39,849.00	192	3144	805	\$ 46,758.26							
6	Three-Phase, Padmounted Conventional	4	500	2645015240V Grounded Wye	120208V	\$ 40,242.00	748	4383	126	\$ 51,978.93	ULS-UF3034-0020	\$ 51,803.63	750	7000	180	\$ 68,600.13	\$ 72,101.00					Per Specification	\$ 59,462.00	714	3336	710	\$ 69,029.23	Per Specification	\$ 47,188.00	266	5146	805	\$ 58,285.39							
7	Three-Phase, Padmounted Conventional	1	500	2645015240V Grounded Wye	277480V	\$ 37,274.00	781	4103	126	\$ 48,615.13	ULS-UF3034-0021	\$ 51,772.68	750	7000	180	\$ 68,569.18	\$ 72,101.00					Per Specification	\$ 58,971.00	803	3235	710	\$ 68,733.30	Per Specification	\$ 46,542.00	271	4642	805	\$ 56,688.58							
8	Three-Phase, Padmounted Conventional	1	750	2645015240V Grounded Wye	120208V	\$ 53,002.00	1038	5972	126	\$ 69,076.48	ULS-UF3034-0022	\$ 66,458.09	1125	10500	180	\$ 91,652.84	\$ 86,101.00					Per Specification	\$ 116,012.00	789	5995	1030	\$ 130,952.11	Per Specification	no offer											
9	Three-Phase, Padmounted Conventional	2	750	2645015240V Grounded Wye	277480V	\$ 46,453.00	1060	5817	126	\$ 62,324.73	ULS-UF3034-0023	\$ 66,401.82	1125	10500	180	\$ 91,596.57	\$ 86,101.00					Per Specification	\$ 105,607.00	909	5336	1030	\$ 119,888.72	Per Specification	\$ 59,009.00	356	6677	770	\$ 73,455.60							
10	Three-Phase, Padmounted Conventional	1	1000	2645015240V Grounded Wye	120208V	\$ 65,296.00	1290	7759	126	\$ 85,883.65	ULS-UF3034-0024	\$ 74,372.99	1300	14000	180	\$ 107,089.59	\$ 92,101.00					Per Specification	\$ 141,046.00	1214	7776	1030	\$ 161,373.43	Per Specification	no offer											
11	Three-Phase, Padmounted Conventional	1	1000	2645015240V Grounded Wye	277480V	\$ 58,639.00	1359	6261	126	\$ 76,677.87	ULS-UF3034-0025	\$ 73,172.66	1300	14000	180	\$ 105,889.26	\$ 92,101.00					Per Specification	\$ 126,937.00	1041	7209	1030	\$ 145,412.03	Per Specification	no offer											
12	Three-Phase, Padmounted Conventional	1	1500	2645015240V Grounded Wye	120208V	\$ 103,753.00	1372	12400	126	\$ 133,697.10	ULS-UF3034-0026	\$ 88,202.12	1950	19500	180	\$ 134,382.02	\$ 99,101.00					Per Specification	\$ 204,798.00	1185	11073	1030	\$ 231,361.56	Per Specification	no offer											
13	Three-Phase, Padmounted Conventional	1	1500	2645015240V Grounded Wye	277480V	\$ 70,518.00	1863	9660	126	\$ 97,325.47	ULS-UF3034-0027	\$ 87,079.66	1950	19500	180	\$ 133,259.56	\$ 99,101.00					Per Specification	\$ 149,041.00	1431	9983	1030	\$ 174,578.83	Per Specification	no offer											
14	Three-Phase, Padmounted Conventional	1	2500	2645015240V Grounded Wye	277480V	\$ 96,070.00	2822	13893	126	\$ 135,249.49	ULS-UF3034-0028	\$ 115,290.53	3250	32500	180	\$ 192,257.03	\$ 121,101.00					Per Specification	\$ 195,908.00	2172	14952	1030	\$ 234,283.06	Per Specification	no offer											
15	Three-Phase, Padmounted Conventional	1	150	41602400V Grounded Wye	120208V	\$ 23,396.00	310	1790	126	\$ 28,209.12	ULS-UF3034-0029	\$ 35,833.11	3250	2625	180	\$ 55,140.86	no offer					Per Specification	\$ 36,232.00	264	1460	710	\$ 40,206.65	Per Specification	no offer											
16	Three-Phase, Padmounted Conventional	1	150	41602400V Grounded Wye	277480V	\$ 22,355.00	337	1517	126	\$ 26,759.54	ULS-UF3034-0030	\$ 36,714.63	280	2625	180	\$ 43,007.84	no offer					Per Specification	\$ 31,631.00	256	1488	710	\$ 35,624.63	Per Specification	no offer											
17	Three-Phase, Padmounted Conventional	1	300	41602400V Grounded Wye	120208V	\$ 30,284.00	626	2198	126	\$ 37,269.27	ULS-UF3034-0031	\$ 43,427.98	450	5250	180	\$ 55,532.38	\$ 68,101.00					Per Specification	\$ 44,232.00	443	2592	710	\$ 51,175.79	Per Specification	no offer											
18	Three-Phase, Padmounted Conventional	1	300	41602400V Grounded Wye	277480V	\$ 28,043.00	589	2446	126	\$ 35,344.78	ULS-UF3034-0032	\$ 44,253.75	450	5250	180	\$ 56,358.15	\$ 68,101.00					Per Specification	\$ 43,052.00	461	2455	710	\$ 49,810.25	Per Specification	no offer											
19	Three-Phase, Padmounted Conventional	1	300	41602400V Grounded Wye	240480V	\$ 28,436.00	676	2297	126	\$ 35,831.44	ULS-UF3034-0033	\$ 44,078.83	450	5250	180	\$ 56,183.23	\$ 68,101.00					Per Specification	\$ 48,347.00	453	2534	710	\$ 55,222.87	Per Specification	no offer											
20	Three-Phase, Padmounted Conventional	1	300	41602400V Grounded Wye	120240V Delta	\$ 29,599.00	618	2278	126	\$ 36,703.62	ULS-UF3034-0034	\$ 45,182.60			180	\$ 45,182.60	\$ 68,101.00					Per Specification	\$ 49,006.00	440	2666	710	\$ 56,079.46	Per Specification	no offer											
21	Three-Phase, Padmounted Conventional	1	500	41602400V Grounded Wye	120208V	\$ 38,046.00	816	4033	126	\$ 49,405.40	ULS-UF3034-0035	\$ 53,030.68	750	7000	180	\$ 69,827.18	\$ 72,101.00					Per Specification	\$ 60,723.00	633	3986	710	\$ 71,189.79	Per Specification	no offer											
22	Three-Phase, Padmounted Conventional	1	500	41602400V Grounded Wye	277480V	\$ 35,068.00	871	3246	126	\$ 45,149.50	ULS-UF3034-0036	\$ 53,583.56	750	7000	180	\$ 70,380.06	\$ 72,101.00					Per Specification	\$ 57,041.00	665	3800	710	\$ 67,289.03	Per Specification	no offer											
23	Three-Phase, Padmounted Conventional	1	750	41602400V Grounded Wye	120208V	\$ 52,256.00	907	6311	126	\$ 68,410.70	ULS-UF3034-0037	\$ 66,563.35	1125	10500	180	\$ 91,758.10	\$ 86,101.00					Per Specification	\$ 106,463.00	882	5436	1030	\$ 120,819.40	Per Specification	no offer											
24	Three-Phase, Padmounted Conventional	1	750	41602400V Grounded Wye	277480V	\$ 45,277.00	1060	5853	126	\$ 61,218.21	ULS-UF3034-0038	\$ 66,432.45	1125	10500	180	\$ 91,627.20	\$ 86,101.00					Per Specification	\$ 101,584.00	755	6171	1030	\$ 116,802.44	Per Specification	no offer											
25	Three-Phase, Padmounted Conventional	1	1000	41602400V Grounded Wye	120208V	\$ 69,640.00	962	9232	126	\$ 91,673.24	ULS-UF3034-0039	\$ 74,536.25	1300	14000	180	\$ 107,252.85	\$ 92,101.00					Per Specification	\$ 129,243.00	999	7523	1030	\$ 148,140.01	Per Specification	no offer											
26	Three-Phase, Padmounted Conventional	1	1000	41602400V Grounded Wye	277480V	\$ 52,106.00	1323	7305	126	\$ 72,002.04	ULS-UF3034-0040	\$ 73,464.42	1300	14000	180	\$ 106,181.02	\$ 92,101.00					Per Specification	\$ 111,961.00	940	7850	1030	\$ 131,230.58	Per Specification	no offer											
27	Three-Phase, Padmounted Conventional	1	1500	41602400V Grounded Wye	120208V	NB					ULS-UF3034-0041	\$ 88,177.62	1950	19500	180	\$ 134,357.52	\$ 99,101.00					Per Specification	no offer					Per Specification	no offer											
28	Three-Phase, Padmounted Conventional	1	1500	41602400V Grounded Wye	277480V	NB					ULS-UF3034-0042	\$ 87,233.29	1950	19500	180	\$ 133,413.19	\$ 99,101.00					Per Specification	\$ 105,336.00	1477	9823	1030	\$ 130,766.60	Per Specification	no offer											
29	Three-Phase, Padmounted Conventional	1	2500	41602400V Grounded Wye	277480V	NB					ULS-UF3034-0043	\$ 116,401.74	3250	32500	180	\$ 193,368.24	\$ 121,101.00					Per Specification	\$ 198,047.00	1481	18144	1030	\$ 239,598.48	Per Specification	no offer											
30	Three-Phase, Padmounted Step-Down	2	1000	2645015240V Grounded Wye	41602400V	\$ 58,853.00	1418	5413	126	\$ 75,513.77	ULS-UF3034-0044	\$ 75,488.51	1300	14000	180	\$ 108,205.11	\$ 92,101.00					Per Specification	\$ 91,521.00	1009	7254	1030	\$ 109,942.66	Per Specification	\$ 68,137.00	1857	8078	770	\$ 91,864.91							
31	Three-Phase, Padmounted Step-Down	2	3000	264015240V Grounded Wye	41602400V	\$ 105,577.00	2953	21912	126	\$ 160,807.21	ULS-UF3034-0045	\$ 123,443.41	3900	39000	180	\$ 215,803.21	\$ 131,101.00					Per Specification	no offer					Per Specification	\$ 132,860.00	3773	18696	805	\$ 185,476.57							
Bid Form (B1)						submitted					submitted					submitted					submitted																			
Bidder's Minimum Qualifications (B2)						submitted					submitted					submitted					submitted																			
Bid (B3)						submitted					submitted					submitted					submitted																			
Schedule of Unit Prices & Delivery Details (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																			
BID COMPLIANCE						COMPLIANT					COMPLIANT					NOT COMPLIANT					CONDITIONAL BID																			
COMMENTS																No details or manufacturer data sheet provided to evaluate the bid					Bid is conditional. Two manufacturers: Cooper and Eton submitted for consideration/																			

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 28, 2023

DEPARTMENT: Electric Utility

TITLE:

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

SUMMARY:

Third Amendment to Task Order No. 3 authorizes Power Engineers Inc., additional engineering services for the canal 138 kV substation not to exceed \$55,140. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020 and May 2022.

BACKGROUND AND JUSTIFICATION:

Additional substation design and construction support is required for substation landscaping design, substation perimeter wall design, redesign of access to property necessitated by Palm Beach County permitting requirements causing delays. In addition, civil engineering support is needed for stormwater management routing minimum separation from feeder pipe conduits, for project management and responses to contractor clarification requests. The additional work is to be completed concurrently with the initial scope of services under Task Order No. 3 at a cost not to exceed \$55,140.

This Amendment is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services for Electric Transmission and Generation Options between the City of Lake Worth Beach and Power Engineers, Inc., dated May 1st, 2018.

MOTION:

Move to approve/disapprove Third Amendment to Task Order No. 3 with Power Engineers, Inc., to complete additional engineering design services for the 138kV Canal Switchyard in the amount not to exceed \$55,140 for Fiscal Year 2024.

ATTACHMENT(S):

Fiscal Impact Analysis
Amendment #3
Change Request

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	\$55,140	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

Contract Award – Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric Utility
Division	T & D
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-531-63.16
Project Number	SH2001
Requested Funds	\$55,140
Remaining Balance	\$1,806,002.82
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	2020 Bond

THIRD AMENDMENT TO TASK ORDER NO. 3
(Additional Engineering Services – 138kV Canal Switchyard)

THIS THIRD AMENDMENT TO TASK ORDER No. 3 (“Amendment”) 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 **Power Engineers, Inc.**, a Florida corporation (“Consultant”).

1.0 Project Description:

The City desires the Consultant to provide those additional services as identified herein and generally described as: **Additional scope of work and design for the 138kV Canal Switchyard Station** (the “Project”). The Project is described in the consultant’s Project Change Request, dated October 6th, 2023, and is attached hereto as **Exhibit “1”** and incorporated herein.

2.0 Scope

Under this Amendment, the Consultant will provide additional professional services to the City as detailed in the **Consultant’s Project Change Request attached hereto and incorporated herein as Exhibit “1”**. Additional services to be provided under this amendment include; Additional protection and control engineering and design services; additional project supervision and control support required to complete temporary relay settings for the 138kV Switchyard and Canal 8-Bay Distribution Substation.

3.0 Schedule

The services to be provided under this Amendment shall be completed concurrently with the initial scope of work under Task Order No. 3. An additional **120** calendar days will be added to the overall project duration following the City's approval of this Amendment or the issuance of a Notice to Proceed.

4.0 Compensation

This Amendment is issued for a time and expense, not to exceed amount, of **\$55,140**. The attached proposal identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Ivette Sanchez, phone: 407-341-6907; email: ivette.sanchez@powereng.com; and, the Project Manager on behalf of the City is Carl Turner, P.E.; with the Florida Municipal Power Agency, phone: 321-239-1054; email: Carl.Turner@fmpa.com; and the Project Manager for the City is David Martynuik, phone: 561-586-1629; email: dmartynuik@lakeworthbeachfl.gov

6.0 Progress Meetings

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

7.0 Limitation of Liability

The City agrees to limit CONSULTANT's liability, to the City and to those under contract with the City to perform the work under the scope of the Project, for insurable events arising from the CONSULTANT's performance under this Task Order to Two Million Five Hundred Thousand Dollars (\$2,500,000.00). Except for the CONSULTANT's agreement and obligation to indemnify and hold harmless under the Agreement, the CONSULTANT's liability for non-insurable events including breach of contract shall not exceed \$55,140 under the proposed Amendment for this project.

8.0 Authorization

This Amendment is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services for Electric Transmission and Generation Options between the City of Lake Worth and the Consultant, dated May 1st, 2018 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Amendment shall take precedence over any other more general description of services.

9.0 Confidentiality

The information provided to the Consultant under this Amendment by the City will contain proprietary business information, trade secret information and information that is otherwise confidential and/or exempt from public disclosure under Florida law. Accordingly, the Consultant shall keep confidential, and shall not disseminate to any third party or use for any purpose other than the performance of this Amendment (except with the written authorization from the City), any information received from the City arising from or related to the performance of this Amendment. If Consultant receives a request and/or legal process to disclose any City information, the Consultant shall promptly notify the City and provide the City an opportunity to take appropriate action to address the request and/or legal process.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the task order no. 3 on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR:

POWER ENGINEERS, INC.

By: Aaron Crespin
Digitally signed by Aaron Crespin
DN: cn=Aaron Crespin, ou=PE, ou=Employees, ou=PE,
c=United States of America
Reason: I attest to the accuracy and integrity of this document
Contact: 404-414-0077
Date: 2023.11.08 08:38:50-0500

[Corporate Seal]

Print Name: Aaron Crespin

Title: Sr. Project Manager

STATE OF Florida
COUNTY OF Orange

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 8 day of November 2023, by Aaron Crespin, as the Sr. Project Manager [title] of **Power Engineers, Inc.**, a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:



[Signature]
Notary Public Signature

EXHIBIT "1"

(Consultants Project Change Request No. 3)



Project Change Request

PCR issue Date: 10/6/2023

PCR Number: 03

To: David Martyniuk

PCR Revision No.: 1.0

Originator: Ivette Sanchez

PCR Name: City of Lake Worth Beach

Related PCN: NA

Project Number 170415

PCN Issue Date: NA

Project Name: 138kV Canal Switchyard Station

PCN Approval Date: NA

Developed By: Ivette Sanchez

Event/ Decision Justifying Change:

Additional civil, substation design and construction support as outlined and described below:

1. POWER/WGI Landscape Design Coordination
2. Canal Stations Perimeter Walls Drafting and Specifications
3. Canal Switchyard – Coconut Road Entrance Removal
4. M7035 Local Control/Test Switches
5. Drainage & Stormwater Pipe Conduit Concern
6. Engineering Support During Construction
7. Project Management

Change Description:

1. **POWER/WGI Landscape Design Coordination**
POWER/WGI landscaping design coordination on PBC Landscaping code requirements and comments resolution. Adjustment to civil construction plans for WGI Landscaping. Attend meetings with WGI team members, PBC Landscape Reviewer through the planning and approval process via teleconference.
2. **Canal Stations Perimeter Wall Specifications and Drafting**
Drafted on the IFC plans the northern most wall and southern most wall on the property, so the construction contractor knows what to install. Drafted details on the corners of property to show how the transition from a wall to the chain link fence. Created CMU- Blockwall specifications.
3. **Canal Switchyard Station – Coconut Road Entrance Removal**
Removal from civil plans of additional entrance to Canal Switchyard from Coconut Road.
4. **M7035 Local Control/Test Switches**
Rework on the schematics and wiring and panel layouts to add a SEL9510 instead of originally proposed SEL-487B pushbuttons for local control of 138kV MOD M7035 between the two (2) 138kV busses.
5. **Drainage & Stormwater Pipe Conduit Concern**
Provide engineering support for the stormwater system to avoid installed electrical feeder conduits. Confirm that stormwater system maintains minimum separation distances from electrical feeders, meets project stormwater permitting requirements, and provides adequate drainage for design storms from electrical pads to basin. Update the material quantities, grading plan and profile drawings to reflect the required stormwater changes. Reissuance of stamped Civil drawing package.



Project Change Request

6. Engineering Support During Construction

Provide technical support to the Contract Administrator and Construction Inspectors during construction as Station energization date extended to March 2024. Attend weekly construction calls. Review material and test reports for required material and coordinate the resolution of any problems associated with the material tests and construction specifications. Sixty (60) hours allocated for this task for civil engineer (40 hrs @ \$169), substation lead engineer and structural lead engineer (20 hrs @ \$250).

7. Project Management

Additional project supervision and control/invoicing to support Canal Switchyard Station projects as Station energization date extended to March 2024. Thirty (30) hours allocated for this task.

Assumptions (to complete project):

- None

Requested PCR Approval Date: 10/9/2023

Estimated Additional Cost:

Activities	Budget
1. POWER/WGI Landscape Design Coordination	\$ 5,750
2. Canal Stations Perimeter Wall Specifications and Drafting	\$ 7,580
3. Canal Switchyard – Coconut Road Entrance Removal	\$ 4,200
4. M7035 Local Control/Test Switches	\$ 4,500
5. Drainage & Stormwater Pipe Conduit Concern	\$ 14,330
6. Engineering Support During Construction	\$ 11,760
7. Project Management	\$ 7,020
Total Change Order (\$)	\$ 55,140

Impact on Schedule:

None

Impact on Deliverables:

None

Potential Impacts to other Project(s)/Department(s):

None

Submitted by: Ivette Sanchez

Approved by: David Martyniuk

Date: 10/6/2021

Date: _____



Project Change Request

Disciplines Impacted (check appropriate boxes):

- | | | |
|--|--|--|
| <input type="checkbox"/> Project Mgmt. | <input type="checkbox"/> Electrical | <input type="checkbox"/> Environ. /ROW |
| <input type="checkbox"/> Project Control | <input type="checkbox"/> Controls | <input type="checkbox"/> POWER 360 |
| <input type="checkbox"/> Civil | <input checked="" type="checkbox"/> Substation | <input type="checkbox"/> Communications |
| <input type="checkbox"/> Structural | <input type="checkbox"/> Line | <input type="checkbox"/> Construction Mgmt. |
| <input type="checkbox"/> Mechanical | <input type="checkbox"/> Studies | <input type="checkbox"/> Testing and commissioning |
| <input type="checkbox"/> Other | | |

cc:

Project Change Request**PCR issue Date:** 10/6/2023**PCR Number:** 03**To:** David Martyniuk**PCR Revision No.:** 1.0**Originator:** Ivette Sanchez**PCR Name:** City of Lake Worth Beach**Related PCN:** NA**Project Number** 170415**PCN Issue Date:** NA**Project Name:** 138kV Canal Switchyard Station**PCN Approval Date:** NA**Developed By:** Ivette Sanchez**Event/ Decision Justifying Change:**

Additional civil, substation design and construction support as outlined and described below:

1. POWER/WGI Landscape Design Coordination
2. Canal Stations Perimeter Walls Drafting and Specifications
3. Canal Switchyard – Coconut Road Entrance Removal
4. M7035 Local Control/Test Switches
5. Drainage & Stormwater Pipe Conduit Concern
6. Engineering Support During Construction
7. Project Management

Change Description:**1. POWER/WGI Landscape Design Coordination**

POWER/WGI landscaping design coordination on PBC Landscaping code requirements and comments resolution. Adjustment to civil construction plans for WGI Landscaping. Attend meetings with WGI team members, PBC Landscape Reviewer through the planning and approval process via teleconference.

2. Canal Stations Perimeter Wall Specifications and Drafting

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3. Canal Switchyard Station – Coconut Road Entrance Removal

Removal from civil plans of additional entrance to Canal Switchyard from Coconut Road.

4. M7035 Local Control/Test Switches

Rework on the schematics and wiring and panel layouts to add a SEL9510 instead of originally proposed SEL-487B pushbuttons for local control of 138kV MOD M7035 between the two (2) 138kV busses.

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Provide engineering support for the stormwater system to avoid installed electrical feeder conduits. Confirm that stormwater system maintains minimum separation distances from electrical feeders, meets project stormwater permitting requirements, and provides adequate drainage for design storms from electrical pads to basin. Update the material quantities, grading plan and profile drawings to reflect the required stormwater changes. Reissuance of stamped Civil drawing package.

Project Change Request

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7. Project Management

Additional project supervision and control/invoicing to support Canal Switchyard Station projects as Station energization date extended to March 2024. Thirty (30) hours allocated for this task.

Assumptions (to complete project):

- None

Requested PCR Approval Date: 10/9/2023

Estimated Additional Cost:

Activities	Budget
1. POWER/WGI Landscape Design Coordination	\$ 5,750
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6. Engineering Support During Construction	\$ 11,760
7. Project Management	\$ 7,020
Total Change Order (\$)	\$ 55,140

Impact on Schedule:

None

Impact on Deliverables:

None

Potential Impacts to other Project(s)/Department(s):

None

Submitted by: Ivette Sanchez



Approved by: David Martyniuk

Date: 10/6/2021

Date: _____



Project Change Request

Disciplines Impacted (check appropriate boxes):

- | | | |
|--|--|--|
| <input type="checkbox"/> Project Mgmt. | <input type="checkbox"/> Electrical | <input type="checkbox"/> Environ. /ROW |
| <input type="checkbox"/> Project Control | <input type="checkbox"/> Controls | <input type="checkbox"/> POWER 360 |
| <input type="checkbox"/> Civil | <input checked="" type="checkbox"/> Substation | <input type="checkbox"/> Communications |
| <input type="checkbox"/> Structural | <input type="checkbox"/> Line | <input type="checkbox"/> Construction Mgmt. |
| <input type="checkbox"/> Mechanical | <input type="checkbox"/> Studies | <input type="checkbox"/> Testing and commissioning |
| <input type="checkbox"/> Other | | |

cc:

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 28, 2023

DEPARTMENT: Electric, Water, Sewer

TITLE:

Contractor Agreement with The Davey Tree Expert Company

SUMMARY:

A Contractor Agreement with The Davey Tree Expert Company (Davey Tree) authorizing Davey Tree to provide utility easement and right-of-way vegetation management and clearance services for the Electric, Water & Sewer Utility Departments at unit prices stipulated in the Contractor Agreement rate schedule with the City up to the total available funds.

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB 23-122) for the procurement of responsible and experienced tree trimming contractors to cut, clear and maintain the City's easements and rights-of-way for the Electric, Water and Sewer Utility Departments. Davey Tree was the lowest bidder of 2 bidders and was selected to perform vegetation management services.

Davey Tree Expert Company is performing right-of-way vegetation management services for the City under a current agreement with a December 15, 2023 expiration. The new Contractor Agreement for right-of-way vegetation management services is for an initial period of three (3) years with two (2) additional single year renewal options.

The Contractor has submitted a rate schedule for the services to be provided under this Contractor Agreement. The rates provided have been evaluated and continue to offer the City the best value under the new Contractor Agreement.

The costs for these services will be funded by Electric (84%), Water (8%) and Sewer (8%).

MOTION:

Move to approve/disapprove the Contractor Agreement with The Davey Tree Expert Company for utility easement and right-of-way vegetation management services for the Electric, Water & Sewer Utility Departments at stipulated unit prices up to the funds available in Fiscal Year 2024.

ATTACHMENT(S):

Fiscal Impact Analysis
Contract Agreement
Bid Tab

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$841,000	\$1,109,000	\$1,109,000	\$1,109,000	\$1,109,000
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric Utility
GL Description	Contractual Services / Maintenance
GL Account Number	401-6034-531-34.10
Project Number	N/A
Requested Funds	\$712,000.00
Remaining Balance	\$712,000.00
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Current Revenue
	Expenditure
Department	Water
GL Description	Contractual Services / Maintenance
GL Account Number	402-7034-533-34.50
Project Number	N/A
Requested Funds	\$64,500.00
Remaining Balance	\$65,120.66
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Current Revenue
	Expenditure
Department	Sewer
GL Description	Contractual Services / Maintenance
GL Account Number	403-7231-535-34.50
Project Number	N/A
Requested Funds	\$64,500.00
Remaining Balance	\$245,399.71
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Current Revenue

**CONTRACTOR AGREEMENT
(Right-of- Way Vegetation Management)**

THIS CONTRACTOR AGREEMENT (“Agreement”) is made this _____, between the **City of Lake Worth Beach, Florida**, a municipal corporation with its principle office located at 7 North Dixie Highway, Florida 33460, herein referred to as the “CITY”, and **The Davey Tree Expert Company**, a corporation authorized to do business in the State of Florida, with its principle office located at 1500 N. Mantua Street, Kent, OH 44240-5193, hereinafter referred to as the “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 # 23-122 (“IFB”) for the procurement of responsible and experienced tree trimming contractors to cut clear and maintain the easements and rights of way (incorporated herein); and

WHEREAS, CONTRACTOR submitted a bid to perform the work described and set out in the IFB (a portion of which is attached hereto as Exhibit “A”); and

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

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

WHEREAS, the CITY finds awarding the IFB to the CONTRACTOR as described herein serves a valid public purpose.

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

1. Term

1.1 The term of this Agreement shall be for an initial term commencing upon the expiration of the prior contract, December 15, 2023, and ending three (3) years therefrom, with two (2) additional single year renewal options. The option(s) to renew may be exercised by the City Manager. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

2. Scope of Work/Services

2.1 The nature and extent of work/services to be rendered by the CONTRACTOR are to perform Vegetation Management Services (“VMS”) for rights-of-way and easements that contain electric transmission and distribution and water distribution and sewer collection lines within the City’s electrical, water and sewer service territories (as set forth more specifically set forth in the IFB, which is incorporated herein by reference). The services being sought include, but are not limited to all labor, supervision, equipment, necessary permits, traffic control including road closure plans and permits, debris removal and incidentals necessary to complete the requested services. Additional services may be requested on an as-needed basis.

- a. The Contractor shall provide all supervision, labor, equipment and supplies necessary to undertake the work identified herein. Contractor shall have a phone number at which they can be immediately contacted twenty-four hours a day.
- b. The Contractor shall work with designated City employees to develop schedules for the respective locations. The work shall be scheduled such that it does not disrupt City functions and normal day-to-day operations of the City.
- c. Project Manager – The Contractor shall provide a project manager who shall be responsible for the overall management and coordination of this Agreement and who shall act as the central point of contact with the City.
- d. On-Site Supervisor – The Contractor shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and possess the necessary competency to make sufficient daily inspections to insure that work has been and is being performed as required under this contract.
- e. The Contractors normal work week will be four (4) ten (10) hour shifts, Monday through Friday, 7:00 am to 5:30 pm, excluding holidays. The City observes fourteen (14) holidays per year. No work is allowed outside these specified times or the City’s Legal Holidays without the City’s or designated representatives prior authorization.
- f. The City reserves the right to adjust and or modify the hours of operation, work week, crew schedule and crew size as needed to meet the work requirements.

2.2 All requirements in the IFB and any exhibits or addenda issued therewith are incorporated in this Agreement by reference and in full force and effect unless superseded by the terms of this Agreement.

2.3 The CONTRACTOR represents to the CITY that the work to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR’S trade in general and that the CONTRACTOR’S work/services shall conform to the highest standards and in accordance with this Agreement.

2.4 The CONTRACTOR represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the work/services provided for herein in a professional and competent manner.

3. USE OF AGENTS OR ASSISTANTS

3.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its duties 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 its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

4. PROJECT MANAGEMENT

4.1 Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the CONTRACTOR under this Agreement. The project manager appointed by the CITY

will oversee the daily administration of the tasks to be performed by the CONTRACTOR under this Agreement.

5. EQUIPMENT

5.1 The CONTRACTOR shall provide the equipment necessary to complete the various work/services to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR shall meet and confer with the CITY before work/services commences. In the event the CITY's equipment is to be utilized, any costs chargeable to the CONTRACTOR shall be agreed upon in advance of the commencement of work/services.

6. FEE AND ORDERING MECHANISM

6.1 For materials, labor and equipment necessary to provide the services under this Agreement, the CONTRACTOR shall be entitled to a fee for actual work performed and accepted by the City in accordance with the IFB and in an amount not to exceed the hourly rates in the CONTRACTOR's bid submittal in response to the IFB. The schedule of Unit Prices is included herein as **Exhibit "A"**.

6.2 Should the CITY require additional or unforeseen work not included in this Agreement fees and payment for such work/services will be set forth in a separate amendment to this Agreement as authorized by the CITY prior to any such additional work/services being performed by the CONTRACTOR.

6.3 The City's ordering mechanism for all work performed under this Agreement shall be a City Purchase Order. CONTRACTOR shall not perform work under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not perform work which is out of scope, nor exceed any not to exceed amounts expressed on the Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for this work/services in any subsequent Fiscal Year. The City will issue a new Purchase Order each Fiscal Year, for required and approved work/services.

7. MAXIMUM COSTS

7.1 The CONTRACTOR expressly acknowledges and agrees that the hourly rates to complete all work as specified herein and no additional costs shall be authorized without prior written approval from CITY.

8. Billing

8.1 The CONTRACTOR shall submit an itemized bill to the Project Manager for approval prior to receiving compensation. Billing shall include an itemized summary of total costs billed and shall be made at such intervals as stipulated in paragraph 6. All billings shall include a description of the status of efforts, a brief itemization of costs associated with each task or project phase and the total task or project costs to date.

8.2 The CONTRACTOR shall normally be paid within thirty (30) days of the receipt of an approved invoice for work/services.

9. AUDIT BY CITY

9.1 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 per performed under this Agreement.

10. COPIES OF DATA/DOCUMENTS

10.1 Copies or original documents prepared by the CONTRACTOR in relation to work/services 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.

11. OWNERSHIP

11.1 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.

12. WRITTEN AUTHORIZATION REQUIRED

12.1 The CONTRACTOR shall not make changes in the Scope of Work/Services or perform any additional work/services or provide any additional material under this Agreement without first obtaining written amendment from the CITY for such additional work/services or materials. Additional labor or materials provided without written amendment shall be done at the CONTRACTOR's risk and without payment.

13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the work/services specified in this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23 of this Agreement.

A. If the CONTRACTOR does not remedy defaults within ten (10) days or commence steps to remedy default to the reasonable satisfaction of the Project Manager, the CITY may provide for such work/services from another CONTRACTOR and the CITY may withhold any money due or which may become due to the CONTRACTOR for such work/services related to the claimed default; or

B. If after ten (10) days the CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time upon thirty (30) days' notice. At such time, the CONTRACTOR would be compensated only for that work/services which has been satisfactorily completed to the date of termination.

No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

14. INSURANCE

14.1 Prior to the effective date of this contract, CONTRACTOR shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, the coverage set forth in the IFB.

14.2 All insurance, other than Worker's Compensation shall specifically include the CITY as an "Additional Insured".

14.3 Coverage must be maintained during the full term of this Agreement. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the CONTRACTOR to insure it or the Insurance carrier, notifies the City at least thirty (30) days before expiration of or any changes to the policy.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

14.4.1 The CONTRACTOR shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) before the CITY signs this Agreement.

14.4.2 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the work/services of another CONTRACTOR without the CITY incurring any liability to the CONTRACTOR.

15. WAIVER OF BREACH

15.1 The waiver of either parts 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.

16. INDEMNITY

16.1 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, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death 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 and expert fees) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the CONTRACTOR's performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed).

16.2 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.

16.3 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.

17. ENTIRE AGREEMENT

17.1 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.

18. ASSIGNMENT

18.1 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.

18.2 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.

19. SUCCESSORS AND ASSIGNS

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

20. WAIVER OF TRIAL BY JURY

20.1 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.

21. GOVERNING LAW

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

22. TIME IS OF THE ESSENCE

22.1 Time is of the essence in the completion of tasks and services as specified herein. The CONTRACTOR and the CITY agree that the ongoing performance and completion of all tasks and services specified in this Agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

22.2 The CITY may recover from the CONTRACTOR any amounts paid by the CITY for damages suffered to third parties as a result of the CONTRACTOR's failure to complete the tasks and services as required in this Agreement.

23. NOTICES

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office to the address indicated below; or on the next day following delivery by a nationally recognized overnight courier to the address indicated below. Should the CITY of 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 Hwy
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:

The Davey Tree Expert Company
Attn: Brent Reppening
Executive Vice President
1500 N Mantua Street
Kent, OH 44240

24. SEVERABILITY

24.1 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.

25. FORCES OF NATURE

25.1 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. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

26. COUNTERPARTS

26.1 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 version of this Agreement.

27. PUBLIC ENTITY CRIMES

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

28. PREPARATION

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. PUBLIC RECORDS

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

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
- D. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the 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 or designee, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: City Clerk, 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 proposal 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 sign an 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 contractor 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. SAFETY: ACCIDENT PREVENTION

36.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation including without limitation Chapter 23 CFR 635. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this Agreement.

36.2 It is a condition of this Agreement, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Agreement (if authorized), that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

36.3 Pursuant to 29 CFR 1926.3, it is a condition of this Agreement that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

37. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to all federally funded contracts and any subcontracts of \$100,000 or more).

37.1 By execution of this Agreement, CONTRACTOR, if applicable, will be deemed to have stipulated as follows:

- (a) Any CITY facility or property that is or will be utilized in the performance of this Agreement, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (b) CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a CITY facility or property that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

38. SCRUTINIZED COMPANIES

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

of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

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

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

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

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

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

39. **E-VERIFY**

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

39.1. 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;

39.2. 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;

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

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

39.5. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement;

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

39.7 Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 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.

40. SURVIVABILITY

40.1 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.

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

IN WITNESS WHEREOF the parties hereto have made and executed this Contractor Agreement for Right-of-Way Vegetation Management 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: **The Davey Tree Expert Company**

By: [Signature]
Print Name: Brent R. Repenning
Print Title: Executive Vice President

[Corporate Seal]

STATE OF Ohio)
COUNTY OF Portage)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 26 day of October 2023, by Brent R. Repenning, as the Executive Vice President [title] of **The Davey Tree Expert Company**, a Florida corporation, who is personally known to me or who has produced Drivers license as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal: [Signature]
Notary Public Signature



KAYLEE YUTZY
Notary Public
State of Ohio
My Comm. Expires
August 22, 2028

**EXHIBIT A
UNIT PRICES**

IFB #23-122 RIGHT-OF-WAY VEGETATION MANAGEMENT

(B4)

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

Bidders shall provide unit prices for all items to be considered for award.

ITEM #	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED TOTAL
LABOR RATES					
1	Routine Service Rate (normal hours) for Tree Crew Foreman	HR	7,500	\$ 35.91	\$ 269,325.00
2	Routine Service Rate (normal hours) for Mowing Crew Foreman	HR	3,800	\$ 31.98	\$ 121,524.00
3	Routine Service Rate (normal hours) for General Foreman	HR	1,900	\$ 41.74	\$ 79,306.00
4	Routine Service Rate (normal hours) for Tree Trimmer	HR	13,000	\$ 26.79	\$ 348,270.00
5	Routine Service Rate (normal hours) for Groundman	HR	7,600	\$ 26.14	\$ 198,664.00
6	Routine Service Rate (normal hours) for Groundman with CDL	HR	500	\$ 28.75	\$ 14,375.00
EQUIPMENT RATES					
7	2WD Aerial Bucket Truck – 55' minimum working height	HR	5,000	\$ 19.11	\$ 95,550.00
8	2WD Aerial Bucket Truck – 70' minimum working height	HR	1,000	\$ 22.95	\$ 22,950.00
9	4WD Mimi Bucket with Dump	HR	8,640	\$ 21.90	\$ 189,216.00
10	Disc Chipper	HR	8,712	\$ 7.09	\$ 61,768.08

IFB #23-122 RIGHT-OF-WAY VEGETATION MANAGEMENT

ITEM #	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED TOTAL
11	Gas Saw	HR	18,960	\$ 0.87	\$ 16,495.20
12	Zero Turn Mower	HR	4,272	\$ 9.72	\$ 41,523.84
13	Trailer	HR	360	\$ 1.31	\$ 471.60
14	Weed Eater	HR	3,972	\$ 1.13	\$ 4,488.36
15	Pickup Truck	HR	6,192	\$ 13.67	\$ 84,644.64
TOTAL:					\$ 1,548,571.72

Name of Bidder: The Davey Tree Expert Company

Address: 1500 North Mantua Street City: Kent ST OH Zip 44240

Phone: (330) 548-1931 Email: EUBids@davey.com

Print Name: Brent R. Repenning Title: Executive Vice President

SIGNATURE:  Date: 8/16/2023



City of Lake Worth Beach

IFB #23-122 RIGHT-OF-WAY VEGETATION MANAGEMENT

Bid Tab

Scheduled of Values				The Davey Tree Expert Company		XYLEM Tree Experts	
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Total	Unit Price	Extended Total
LABOR RATES							
1	Routine Service Rate (normal hours) for Tree Crew Foreman	HR	7,500	\$35.91	\$269,325.00	\$44.81	\$336,037.50
2	Routine Service Rate (normal hours) for Mowing Crew Foreman	HR	3,800	\$31.96	\$121,524.00	\$41.23	\$156,683.90
3	Routine Service Rate (normal hours) for General Foreman	HR	1,900	\$41.74	\$79,306.00	\$48.40	\$91,966.64
4	Routine Service Rate (normal hours) for Tree Trimmer	HR	13,000	\$26.79	\$348,270.00	\$39.44	\$512,178.49
5	Routine Service Rate (normal hours) for Groundman	HR	7,600	\$26.14	\$198,664.00	\$31.37	\$238,432.03
6	Routine Service Rate (normal hours) for Groundman with CDL	HR	500	\$28.75	\$14,375.00	\$34.06	\$74,030.86
EQUIPMENT RATES							
7	2WD Aerial Bucket Truck – 55’ minimum working height	HR	5,000	\$19.11	\$95,550.00	\$23.00	\$115,000.00
8	2WD Aerial Bucket Truck – 70’ minimum working height	HR	1,000	\$22.95	\$22,950.00	\$28.15	\$28,150.00
9	4WD Mimi Bucket with Dump	HR	8,640	\$21.90	\$189,216.00	\$22.60	\$195,264.00
10	Disc Chipper	HR	8,712	\$7.09	\$61,768.08	\$5.60	\$48,787.20
11	Gas Saw	HR	18,960	\$0.87	16,495.20	\$1.05	\$19,908.00
12	Zero Turn Mower	HR	4,272	\$9.72	\$41,523.84	\$3.05	\$13,029.60
13	Trailer	HR	360	\$1.31	\$471.60	\$3.26	\$1,174.32
14	Weed Eater	HR	3,972	\$1.13	\$4,488.36	\$1.03	\$4,091.16
15	Pickup Truck	HR	6,192	\$13.67	\$84,644.64	\$12.54	\$77,672.45
Civil/Mechanical Subtotal:				\$1,548,571.72		\$1,855,946.45	
Bid Package Cover Sheet (B1)				submitted		submitted	
Minimum Qualifications (B2)				submitted		submitted	
Bid (B3)				submitted		submitted	
Schedule of Unit Prices and Additional Price List (B4)				submitted		submitted	
Schedule of Sub-contractors (B5)				submitted		submitted	
Contractor Verification (B6)				submitted		submitted	
Reference List (B7)				submitted		submitted	
Affidavit Of Prime Bidder re Non-Collusion (B8)				submitted		submitted	
Drug Free Certification (B9)				submitted		submitted	
Campaign Contribution Statement (must be submitted) (B10)				submitted		submitted	
Scrutinized Companies Certification (B11)				submitted		submitted	
Veteran Business Enterprise, Small Business and/or Local Business Preference Form (B12)				submitted		submitted	
Addendums Acknowledgment				No		submitted	
Additional Documentation				Certified Arborist, Commercial Applicator License, Insurance		Arborist Certification	
Bid Compliance				Compliant		Compliant	