



AGENDA
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING (REVISED)
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 30, 2023 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Sarah Malega

AGENDA - Additions / Deletions / Reordering:

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

- A. Electric Utility Advisory Board Update
- B. Presentation by Jason Bailey, Assistant Director of System Operations, on the deployment of the new Electric Outage Map and reporting tool
- C. Electric Utility Update by Ed Liberty, Electric Utility Director

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [April 25, 2023](#)

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

- A. [First Amendment to Agreement with Utility Service Co., Inc. for Elevated Water Tanks Maintenance Services](#)

UNFINISHED BUSINESS:

- A. [Rate Stabilization Fund](#)

NEW BUSINESS:

- A. [Fourth Amendment to Agreement and Work Order #5 with B&B Underground Construction, Inc. for Murry Hills watermain service line replacement](#)
- B. [Agreement with Insituform Technologies, LLC for Gravity Sewer Lining Phase 1 Project](#)
- C. [Continuing Contracts for Professional Services for Energy Management and Engineering Services](#)
- D. [Advanced Metering Infrastructure \(AMI\) Opt-Out Program](#)
- E. [Sole Source Purchase from TransGard for animal deterrent electric fence](#)
- F. [Payment of Siemens Solar Maintenance FY22](#)
- G. [Interim Annual Service Agreement for Siemens to Maintain Solar Array](#)
- H. [Resolution No. 17-2023 -- Removing the annual production limitation on individual systems and creating a two \(2\) tiered Program](#)

- I. [Emergency Weld Repairs for the Heat Recovery Steam Generator \(HRSG\) at the Power Plant](#)
- J. [Florida Municipal Power Agency \("FMPA"\) Municipal Solar Project III Solar Energy Exchange Agreement](#)

ADJOURNMENT:

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

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

**MINUTES
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, APRIL 25, 2023 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:03 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:35)

Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Kimberly Stokes (via Zoom) and Reinaldo Diaz (via Zoom). Also present were City Manager Carmen Davis, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne. Commissioner Sarah Malega was absent. There being no physical quorum, no action could take place and the meeting was conducted as a work session, with several items discussed in an order chosen by the Commission.

PLEDGE OF ALLEGIANCE: (9:07) led by Vice Mayor Christopher McVoy.

AGENDA - Additions/Deletions/Reordering: (no action)

There were no changes to the agenda.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (9:32)

APPROVAL OF MINUTES: (no action)

A. March 28, 2023

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items) (no action)

A. Sovereignty Submerged Lands Easement Renewal

PRESENTATIONS: (53:43) (there is no public comment on Presentation items)

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

NEW BUSINESS: (58:42)

A. (New Business H on the agenda) Rate Stabilization Fund

UNFINISHED BUSINESS: (1:18:40)

A. Purchased Power Cost Adjustment Update (PCA)

NEW BUSINESS: (1:43:21)

A. (New Business E on the agenda) FMPA Municipal Solar Phase III Project Power Sales Contract (1:44:41) (no action)

- B. (New Business A on the agenda) Resolution No. 10-2023 – Adopting a FY 2023 Budget Amendment for Subregional Wastewater Payment to ECR (no action)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 10-2023, BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET TRANSFER OF \$240,863 FROM THE FISCAL YEAR 2023 SUBREGIONAL SEWER EQUITY FUND BALANCE TO PAY THE CITY OF WEST PALM BEACH EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY RENEWAL AND REPLACEMENT FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE

- C. (New Business B on the agenda) Resolution No. 11-2023 for the 2020 Non-Ad Valorem and 2020 Consolidated Utility Revenue Bonds Reauthorization (no action)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 11-2023, A GENERAL RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, TO REALLOCATE AND REAUTHORIZE 2020 NON-AD VALOREM REVENUE BOND AND 2020 CONSOLIDATED UTILITY REVENUE BOND AMONG BOND FUNDED PROJECTS AND PROVIDING FOR AN EFFECTIVE DATE

- D. (New Business C on the agenda) Continuing Contracts for Professional Services for Energy Management and Engineering Services (no action)
- E. (New Business D on the agenda) Agreement with Solar Energy Loan Fund (SELF) (no action)
- F. Exercise of City's extension rights under the OUC Supplemental Energy and Capacity Agreement (no action)
- G. Work Order No. 10 with L.E. Myers Co. to complete construction work for the French Ave Voltage Conversion Project (no action)

ADJOURNMENT: (2:12:52)

The meeting adjourned at 8:16 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: May 30, 2023

Item time stamps correspond to the meeting recording on YouTube.

STAFF REPORT UTILITY MEETING

AGENDA DATE: May 30, 2023

DEPARTMENT: Water Utilities

TITLE:

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

SUMMARY:

First Amendment to Agreement with Utility Service Co., Inc. for Elevated Water Tanks Maintenance Services for a total cost of \$90,424.00.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposals #22-202 for maintenance of the water utility's two elevated water storage tanks, one located at the water plant site and one at 22nd Avenue North and N D St. The City requested additional scope of work from Utility Service Co., Inc. to provide more detail and design, including the City logo, to the proposed painting of the elevated water tank located at the Water Treatment Plant. The proposed rendering appears to look like a beach ball with the City logo on two sides of the tank.

MOTION:

Move to approve/disapprove First Amendment to Agreement with Utility Service Co., Inc. for Elevated Water Tanks Maintenance Services for a total cost of \$90,424.00.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital					
Current Appropriation	90,424	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Water
Division	Treatment
GL Description	Other Contractual Services
GL Account Number	402-7022-533.34-50
Project Number	N/A
Requested Funds	\$90,424.00

**FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES
(ELEVATED WATER TANKS MAINTENANCE)**

THIS FIRST AMENDMENT to the Agreement for Maintenance Services is made as of _____, by and between the **City of Lake Worth Beach**, Florida, a Florida municipal corporation (“CITY”) and **Utility Service Co., Inc.**, a Corporation authorized to do business in the State of Florida (“CONTRACTOR”).

WHEREAS, on December 12, 2022 after a competitive selection process under the Request for Proposals #22-202, the CITY and CONTRACTOR entered into a Maintenance Services Agreement for CONTRACTOR to provide the City with annual inspection, painting, and maintenance service on elevated potable water storage tanks in accordance with Florida Administrative Code Chapter 62-550 (“RFP”); and

WHEREAS, the CITY has requested and the CONTRACTOR has submitted a proposal to provide the CITY with additional Scope of Work to add the more design and the City of Lake Worth Beach Logo on the Local Plant South Tank; and

WHEREAS, the CITY finds the proposal acceptable and in the best interest of the CITY; and

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

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

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

1. **Recitals.** The above recitals are incorporated herein as true and correct statements.
2. **Scope of Services.** The parties agree that the scope of services is amended to include the additional services described as Exterior Renovation - Logo option 1B. The price includes all material and labor to provide new logo. Logo will be applied with Tnemec Series 700 on two sides of the Local Plant South Tank located at 301 College Street, Lake Worth Beach, FL 33460 as per the Exterior Design as detailed in **Exhibit “A”**.
3. **Compensation to Contractor.** The compensation to be paid by the CITY to the CONTRACTOR for the additional services as described in this Amendment shall not exceed Ninety Thousand Four Hundred Twenty-Four dollars (\$90,424.00).
4. **Entire Contract.** The CITY and the CONTRACTOR agree that the Agreement (as previously amended) and this First Amendment (including all exhibits hereto) set forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement (as

previously amended) and this First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Except for the provisions of the Agreement as amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

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

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

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: UTILITY SERVICE CO., INC.

By: Edward Faust
Print Name: Edward Faust
Title: SVP, Sales, Marketing, & Prod Mgt.



GEORGIA
~~STATE OF FLORIDA~~)
~~COUNTY OF PALM BEACH~~)
HOUSTON

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this **12th** day of **May** 2023, by **Edward Faust**, as the **SVP, Sales, Marketing, & Prod Mgt.** [title] of **Utility Service Co., Inc.**, a corporation authorized to do business in the State of Florida, who is personally known to me ~~or who has produced~~ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Notary Seal:



Lara A. Townsend
Notary Public Signature

EXHIBIT "A"

Exterior Renovation Design (11 pages)



Colors displayed are for representation purposes only. Actual color selected may vary. Refer to the manufacturers color charts.

City of Lake Worth Beach, FL
300,000 Gallon Single Pedestal
Local Plant South Tank

Revision Date: 4/8/23 Rev 7

Approval

Signature _____

Name _____ Date _____

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USG WATER
 SOLUTIONS



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City of Lake Worth Beach, FL
 300,000 Gallon Single Pedestal
 Local Plant South Tank

Revision Date: 4/8/23 Rev 7

Approval

Signature _____

Name _____ Date _____

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USG WATER
 SOLUTIONS



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City of Lake Worth Beach, FL
300,000 Gallon Single Pedestal
Local Plant South Tank

Revision Date: 4/8/23 Rev 7

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USG WATER
 SOLUTIONS



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City of Lake Worth Beach, FL
300,000 Gallon Single Pedestal
Local Plant South Tank

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Signature _____

Name _____ Date _____

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USG WATER
 SOLUTIONS



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City of Lake Worth Beach, FL
300,000 Gallon Single Pedestal
Local Plant South Tank

Revision Date: 4/8/23 Rev 7

Approval

Signature _____

Name _____ Date _____

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USG WATER
 SOLUTIONS



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City of Lake Worth Beach, FL
300,000 Gallon Single Pedestal
Local Plant South Tank

Revision Date: 4/8/23 Rev 7

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Signature _____

Name _____ Date _____

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USG WATER
 SOLUTIONS



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City of Lake Worth Beach, FL
300,000 Gallon Single Pedestal
Local Plant South Tank

Revision Date: 4/8/23 Rev 7

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Signature _____

Name _____ Date _____

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USG WATER
 SOLUTIONS



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City of Lake Worth Beach, FL
300,000 Gallon Single Pedestal
Local Plant South Tank

Revision Date: 4/8/23 Rev 7

Approval

Signature _____

Name _____ Date _____

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USG WATER
 SOLUTIONS



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City of Lake Worth Beach, FL
300,000 Gallon Single Pedestal
Local Plant South Tank

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Approval

Signature _____
 Name _____ Date _____

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City of Lake Worth Beach, FL
300,000 Gallon Single Pedestal
Local Plant South Tank

Revision Date: 4/8/23 Rev 7

Approval

Signature _____

Name _____ Date _____

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USG WATER
 SOLUTIONS



City of
Lake Worth
BeachSM
FLORIDA



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City of Lake Worth Beach, FL
 300,000 Gallon Single Pedestal
 Local Plant South Tank

Revision Date: 4/8/23 Rev 7

Approval

Signature _____
 Name _____ Date _____

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STAFF REPORT UTILITY MEETING

AGENDA DATE: May 30, 2023

DEPARTMENT: Electric Utility

TITLE:

Rate Stabilization Fund

SUMMARY:

Development of a Rate Stabilization Fund

BACKGROUND AND JUSTIFICATION:

On April 25, 2023, the City Commission approved funding a Rate Stabilization Fund in the initial amount of \$500,000, with additional funding to be determined following further discussion on the desired size of the fund and timing.

The City's electric rate consultant at Leidos has prepared retrospective examples of how a rate stabilization fund would have performed to date using a December of 2021 start date with hypothetical funding amounts of \$2 million, \$3 million, and \$4 million.

Staff is seeking a consensus on the minimum and maximum funding limits for the Rate Stabilization Fund, and a guiding policy for utilization of the fund. Formal approval would come at a subsequent meeting.

MOTION:

N/A

ATTACHMENT(S):

Rate Stabilization Fund Slides by Leidos
Sample Adjusted PCA Expenditures with \$2, \$3, or \$4 million Rate Stabilization Fund
PCA Table & Graphs
Draft Resolution
Sample Policy for Winter Park

CITY OF LAKE WORTH BEACH, FLORIDA

Electric Utility Rate Stabilization Fund

PRESENTED BY: Craig Shepard, Project Manager

May 30, 2023



Rate Stabilization Fund - Goals

- ▶ Provide Rate Stability
- ▶ Mitigate Fluctuating Power Costs
- ▶ Help Determine Power Cost Adjustment (PCA)
- ▶ Smooth the Impact to Customers
- ▶ Recover Power Costs Over Time
- ▶ Continue to Provide Competitive Rates

Rate Stabilization Fund

- ▶ Many Municipal Electric Utilities in Florida have a Rate Stabilization Fund
- ▶ Amounts are Deposited or Withdrawn from the Fund During Times of Fluctuating Costs to Smooth the Impact to Customers Through the PCA
- ▶ Set a Target Fund Balance
- ▶ Fund Balance Can Fluctuate During the Year

Sample Rate Stabilization Funds

- ▶ Municipal Electric Utilities in Florida Experienced Large Increases in Power Costs in 2021 and 2022
- ▶ Rate Stabilization Funds Helped to Smooth Impact to Customers' Bills
- ▶ Amounts are Deposited into the Fund during Times of Decreasing Power Costs
- ▶ Amounts are Withdrawn from the Fund during Times of Increasing Power Costs

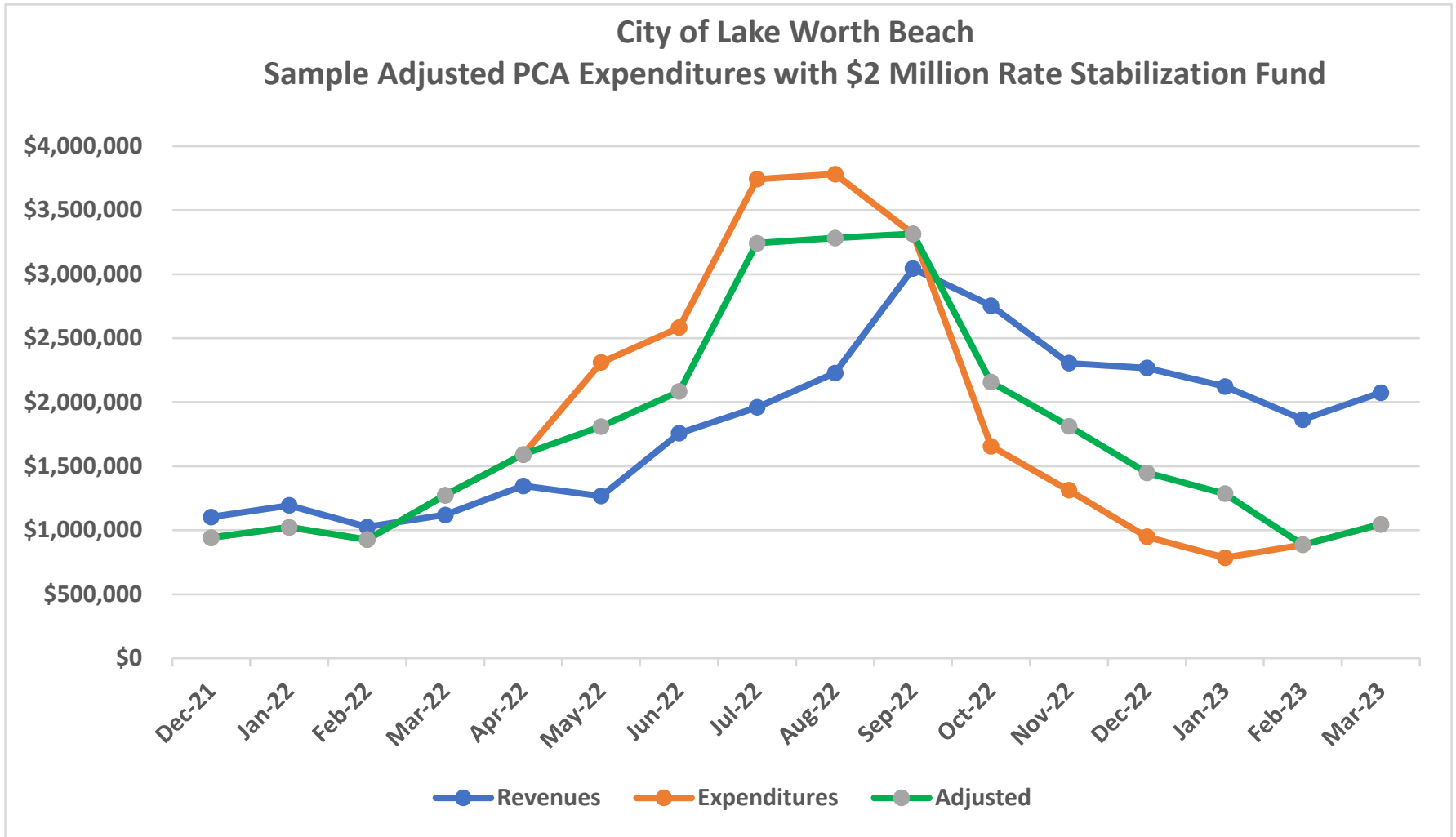
Examples of Rate Stabilization Funds

<u>Utility</u>	<u>Annual GWh</u>	<u>Rate Stabilization Fund</u>
Keys Energy Services	744	\$3.0 Million Balance
Kissimmee Utilities Authority	1,620	\$5.0 Million Minimum 25% of Annual Budget Maximum
Ocala Utility Services	1,300	15% of Projected Fuel Costs Minimum 25% of Projected Fuel Costs Maximum
City of Winter Park	420	10% of Annual Fuel Budget
City of Lake Worth Beach	480	To Be Determined

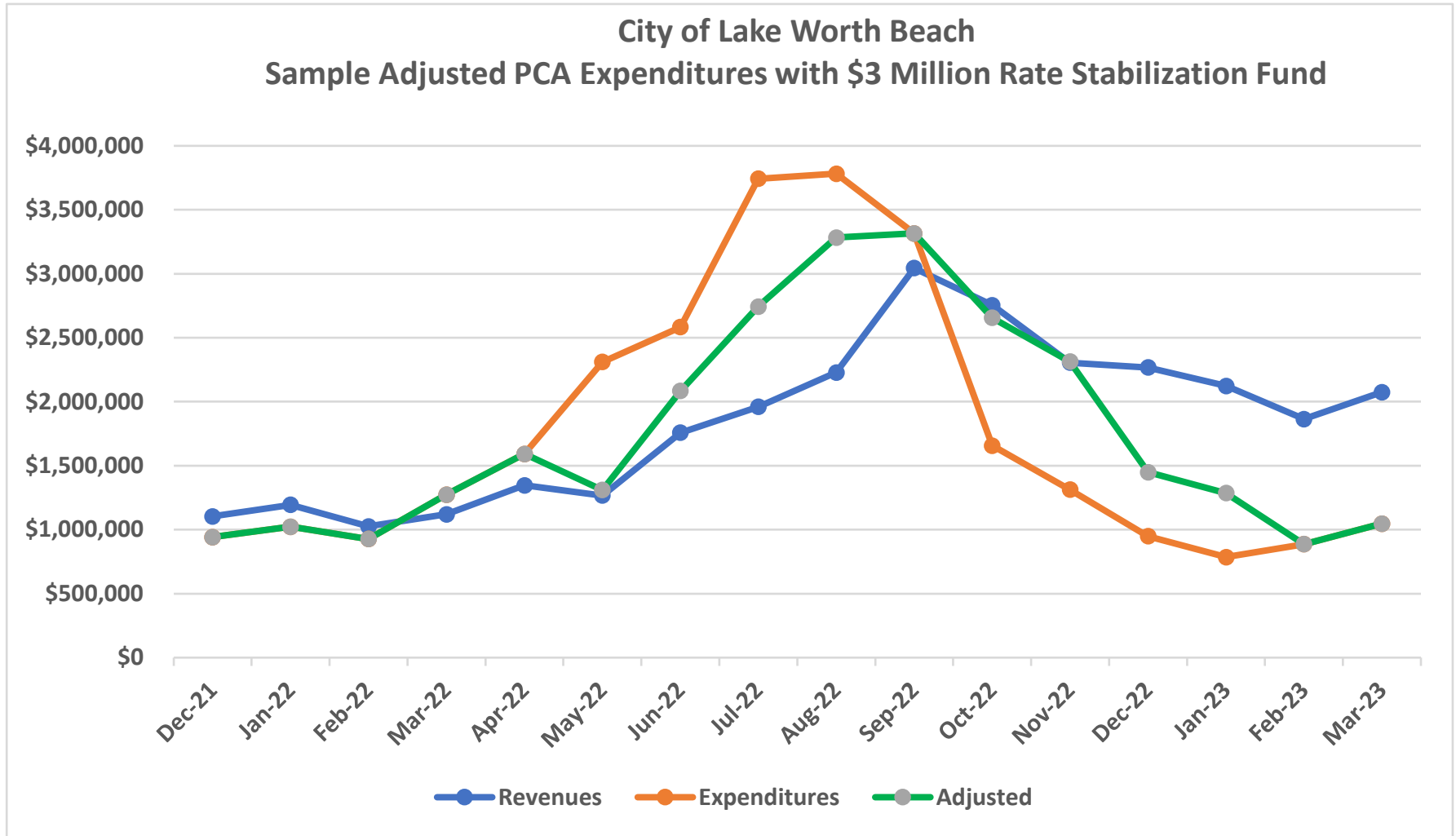
Sample Rate Stabilization Fund Target Balance

- ▶ Lake Worth Beach Fiscal Year 2024 PCA Projected Power Costs = \$16,500,000
- ▶ 15% x \$16,500,000 = \$2,475,000
- ▶ 20% x \$16,500,000 = \$3,300,000
- ▶ 25% x \$16,500,000 = \$4,125,000
- ▶ Keys Energy Ratio = \$3,000,000 x 480/744 = \$1,935,000
- ▶ KUA Ratio = \$5,000,000 x 480/1620 = \$1,481,000

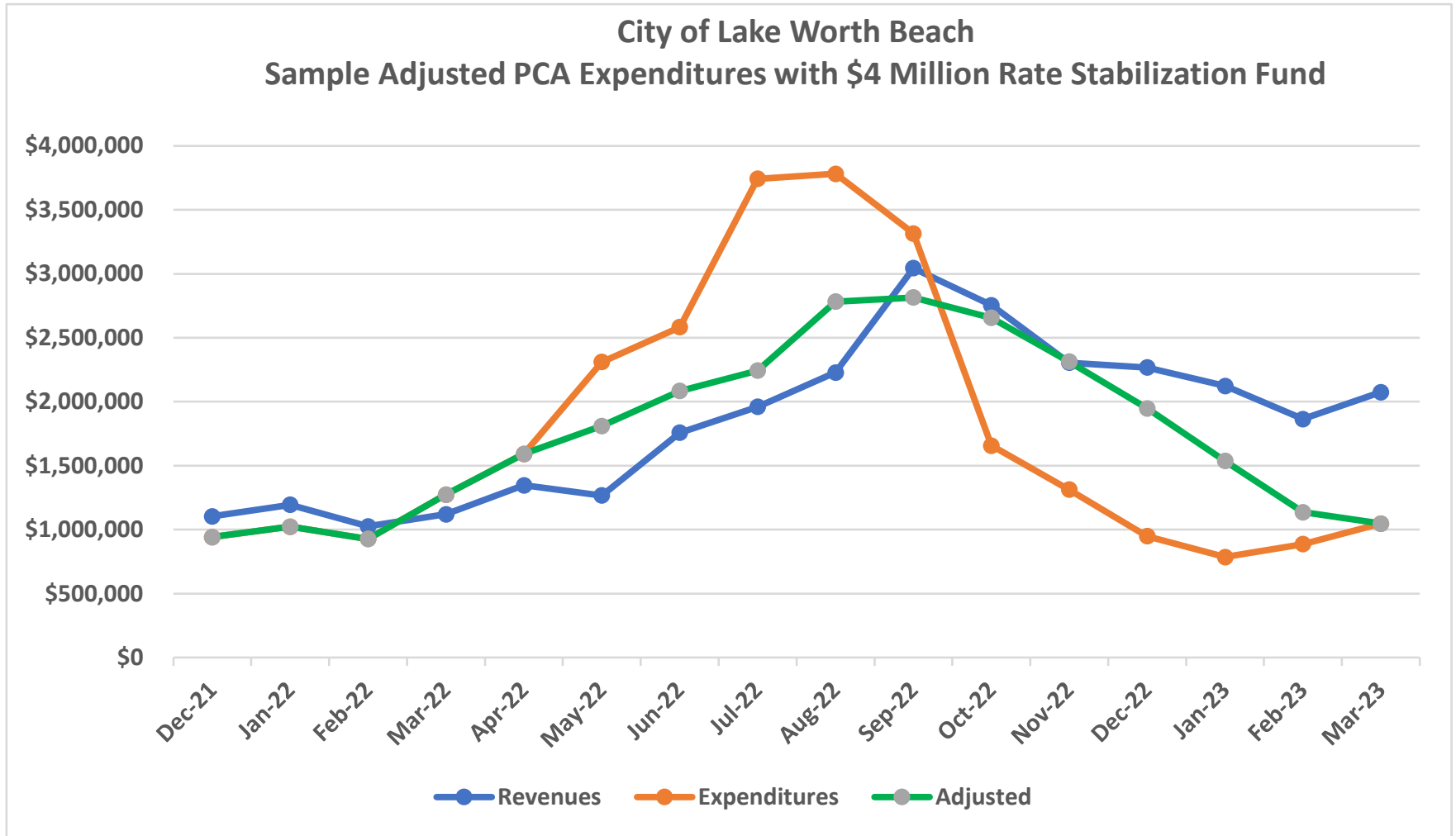
Sample \$2 Million Fund Balance



Sample \$3 Million Fund Balance



Sample \$4 Million Fund Balance



Recommendations

- ▶ Establish Rate Stabilization Fund
- ▶ Plan to Make Deposits into Fund
- ▶ Example: Target of 15% - 25% of Annual PCA Power Costs for Fund Balance
- ▶ Example: Target \$2.0 - \$4.0 Million for Fund Balance
- ▶ Proposed Target Fund Balance =
20% of Annual PCA Power Costs = \$3.3 Million

Questions / Comments

POINTS OF CONTACT

Craig R. Shepard

PRINCIPAL ANALYST / PROJECT MANAGER

407.648.3538

12901 Science Drive

Orlando, FL 32826

craig.r.shepard@leidos.com

Selvin H. Dottin

QUALITY ASSURANCE / QUALITY CONTROL REVIEWER

407.648.3534

12901 Science Drive

Orlando, FL 32826

selvin.h.dottin@leidos.com

Visit us at energy.leidos.com

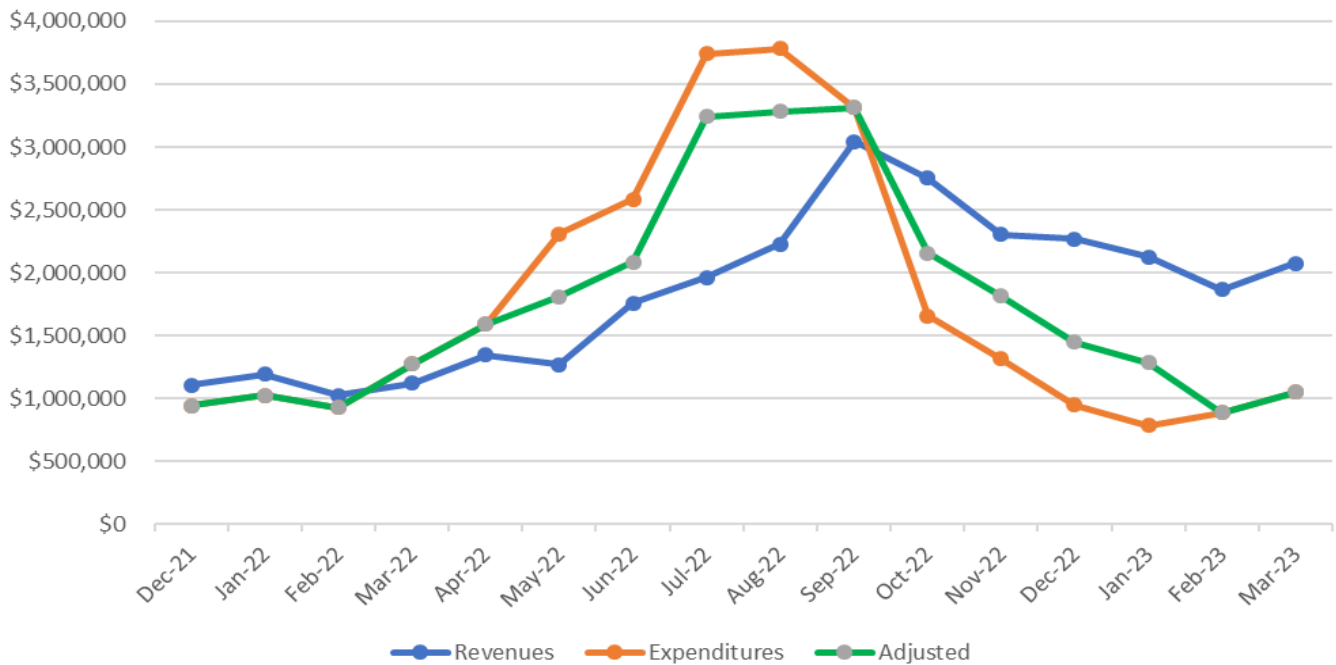
City of Lake Worth Beach

Sample Adjusted PCA Expenditures with \$2 Million Rate Stabilization Fund

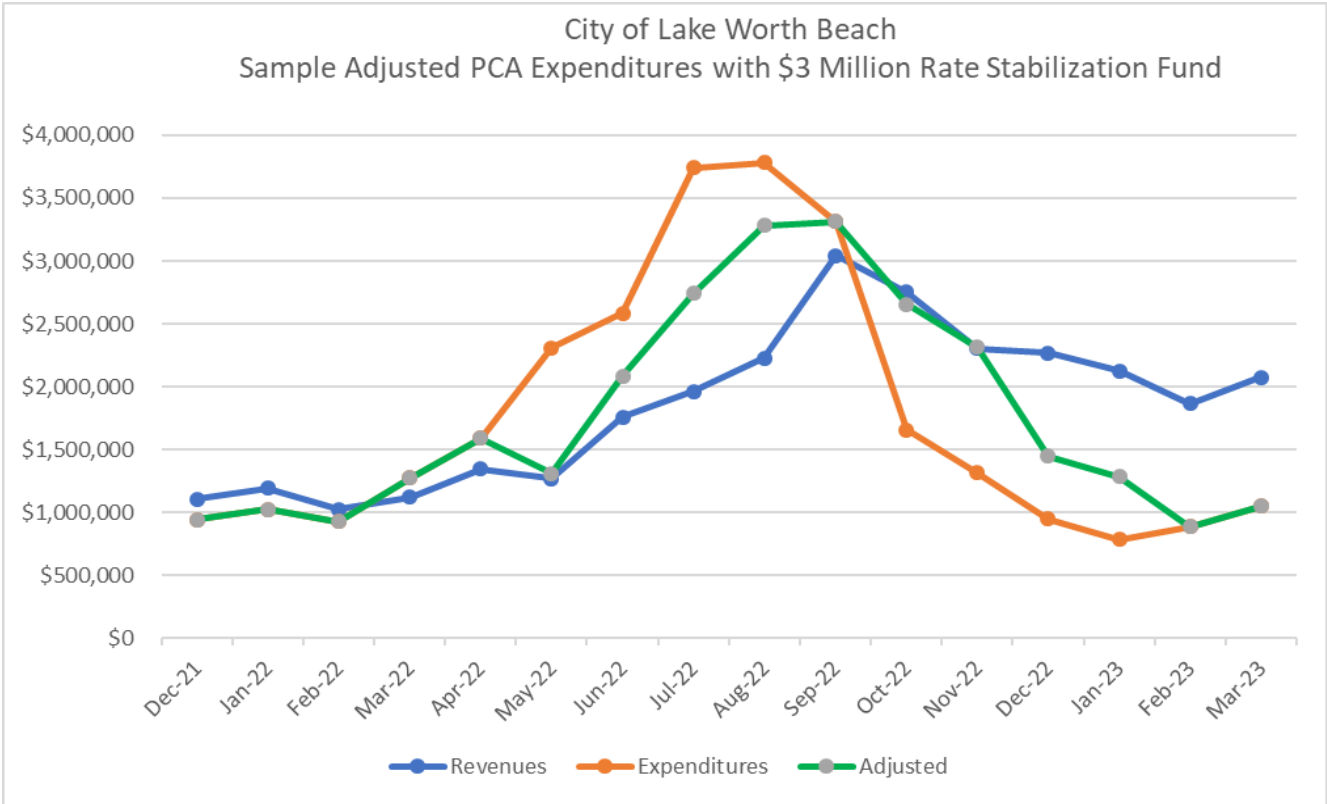
Month	PCA Revenues	PCA Expenditures	PCA Adjusted	Difference	To/(From) Fund	Fund Balance
Dec-21	\$1,103,969	\$942,601	\$942,601	\$161,368	\$0	\$2,000,000
Jan-22	\$1,194,586	\$1,023,131	\$1,023,131	\$171,455	\$0	\$2,000,000
Feb-22	\$1,025,360	\$926,824	\$926,824	\$98,536	\$0	\$2,000,000
Mar-22	\$1,119,931	\$1,273,434	\$1,273,434	(\$153,503)	\$0	\$2,000,000
Apr-22	\$1,347,197	\$1,591,498	\$1,591,498	(\$244,301)	\$0	\$2,000,000
May-22	\$1,266,715	\$2,310,587	\$1,810,587	(\$1,043,872)	(\$500,000)	\$1,500,000
Jun-22	\$1,758,533	\$2,583,598	\$2,083,598	(\$825,065)	(\$500,000)	\$1,000,000
Jul-22	\$1,959,972	\$3,743,037	\$3,243,037	(\$1,783,065)	(\$500,000)	\$500,000
Aug-22	\$2,229,001	\$3,782,608	\$3,282,608	(\$1,553,607)	(\$500,000)	\$0
Sep-22	\$3,044,528	\$3,315,729	\$3,315,729	(\$271,201)	\$0	\$0
Oct-22	\$2,754,939	\$1,656,627	\$2,156,627	\$1,098,312	\$500,000	\$500,000
Nov-22	\$2,305,698	\$1,313,150	\$1,813,150	\$992,548	\$500,000	\$1,000,000
Dec-22	\$2,267,120	\$948,626	\$1,448,626	\$1,318,494	\$500,000	\$1,500,000
Jan-23	\$2,123,484	\$786,317	\$1,286,317	\$1,337,167	\$500,000	\$2,000,000
Feb-23	\$1,864,011	\$886,202	\$886,202	\$977,809	\$0	\$2,000,000
Mar-23	\$2,074,694	\$1,047,496	\$1,047,496	\$1,027,198	\$0	\$2,000,000

City of Lake Worth Beach

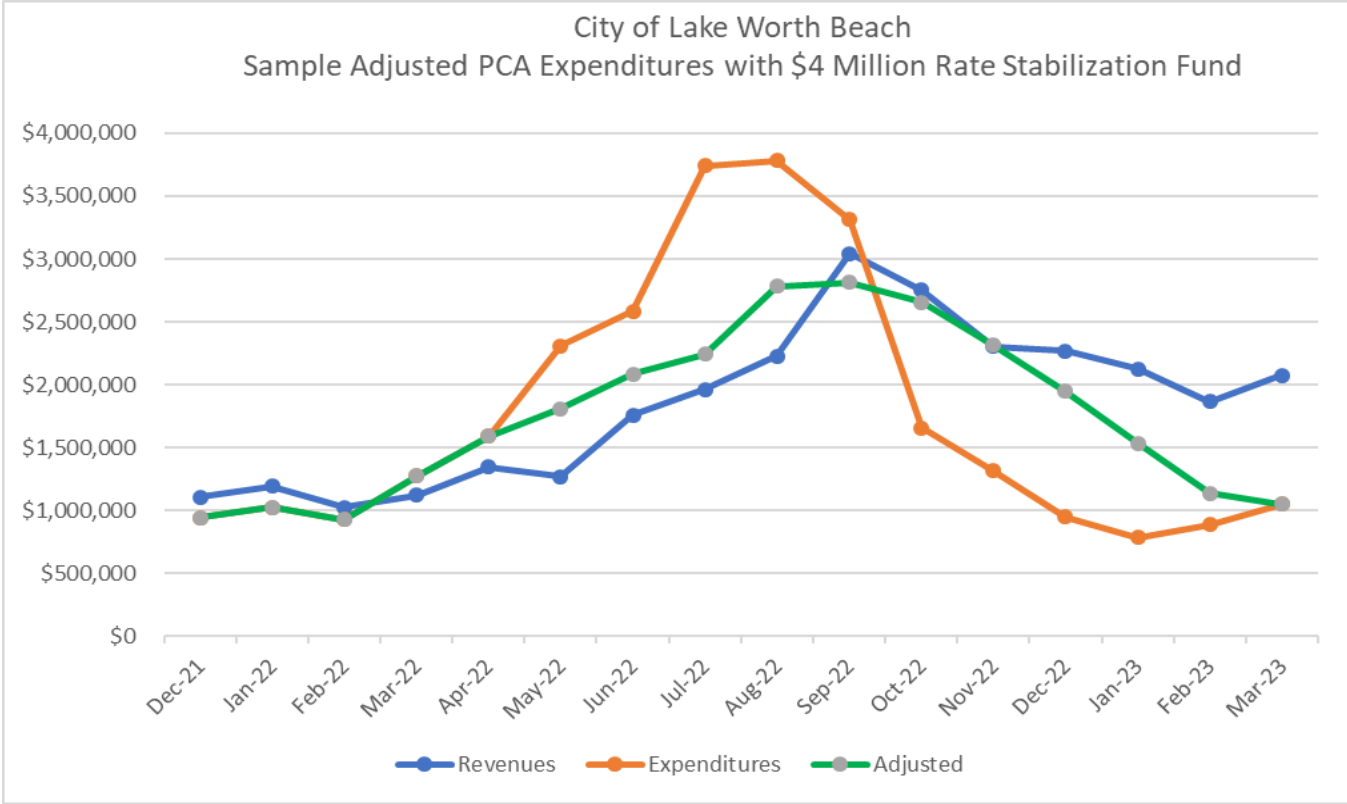
Sample Adjusted PCA Expenditures with \$2 Million Rate Stabilization Fund



City of Lake Worth Beach							
Sample Adjusted PCA Expenditures with \$3 Million Rate Stabilization Fund							
Month	PCA Revenues	PCA Expenditures	PCA Adjusted	Difference	To/(From) Fund	Fund Balance	
Dec-21	\$1,103,969	\$942,601	\$942,601	\$161,368	\$0	\$3,000,000	
Jan-22	\$1,194,586	\$1,023,131	\$1,023,131	\$171,455	\$0	\$3,000,000	
Feb-22	\$1,025,360	\$926,824	\$926,824	\$98,536	\$0	\$3,000,000	
Mar-22	\$1,119,931	\$1,273,434	\$1,273,434	(\$153,503)	\$0	\$3,000,000	
Apr-22	\$1,347,197	\$1,591,498	\$1,591,498	(\$244,301)	\$0	\$3,000,000	
May-22	\$1,266,715	\$2,310,587	\$1,310,587	(\$1,043,872)	(\$1,000,000)	\$2,000,000	
Jun-22	\$1,758,533	\$2,583,598	\$2,083,598	(\$825,065)	(\$500,000)	\$1,500,000	
Jul-22	\$1,959,972	\$3,743,037	\$2,743,037	(\$1,783,065)	(\$1,000,000)	\$500,000	
Aug-22	\$2,229,001	\$3,782,608	\$3,282,608	(\$1,553,607)	(\$500,000)	\$0	
Sep-22	\$3,044,528	\$3,315,729	\$3,315,729	(\$271,201)	\$0	\$0	
Oct-22	\$2,754,939	\$1,656,627	\$2,656,627	\$1,098,312	\$1,000,000	\$1,000,000	
Nov-22	\$2,305,698	\$1,313,150	\$2,313,150	\$992,548	\$1,000,000	\$2,000,000	
Dec-22	\$2,267,120	\$948,626	\$1,448,626	\$1,318,494	\$500,000	\$2,500,000	
Jan-23	\$2,123,484	\$786,317	\$1,286,317	\$1,337,167	\$500,000	\$3,000,000	
Feb-23	\$1,864,011	\$886,202	\$886,202	\$977,809	\$0	\$3,000,000	
Mar-23	\$2,074,694	\$1,047,496	\$1,047,496	\$1,027,198	\$0	\$3,000,000	



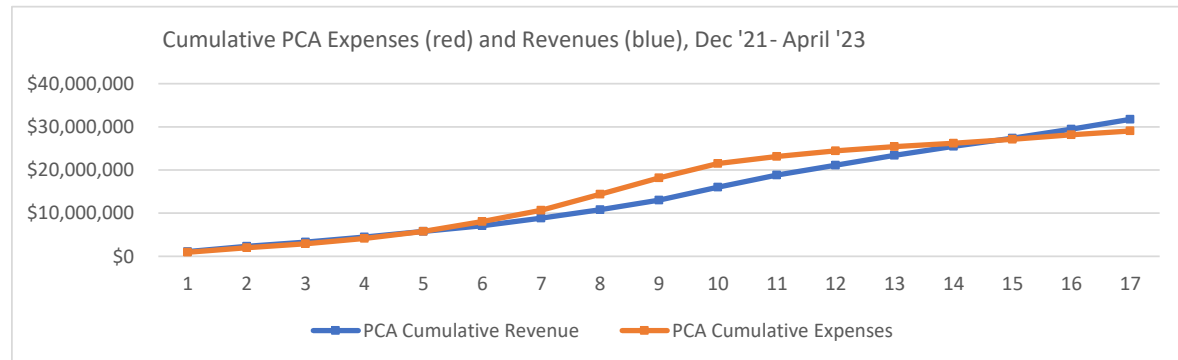
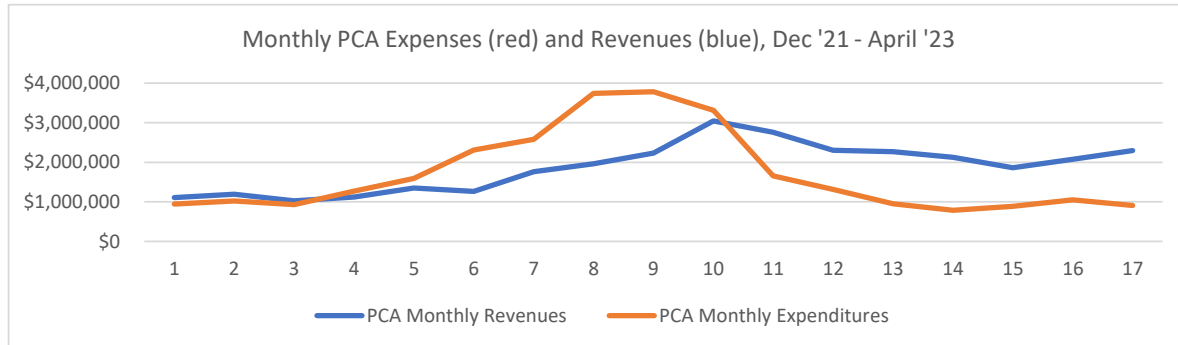
City of Lake Worth Beach							
Sample Adjusted PCA Expenditures with \$4 Million Rate Stabilization Fund							
Month	PCA Revenues	PCA Expenditures	PCA Adjusted	Difference	To/(From) Fund	Fund Balance	
Dec-21	\$1,103,969	\$942,601	\$942,601	\$161,368	\$0	\$4,000,000	
Jan-22	\$1,194,586	\$1,023,131	\$1,023,131	\$171,455	\$0	\$4,000,000	
Feb-22	\$1,025,360	\$926,824	\$926,824	\$98,536	\$0	\$4,000,000	
Mar-22	\$1,119,931	\$1,273,434	\$1,273,434	(\$153,503)	\$0	\$4,000,000	
Apr-22	\$1,347,197	\$1,591,498	\$1,591,498	(\$244,301)	\$0	\$4,000,000	
May-22	\$1,266,715	\$2,310,587	\$1,810,587	(\$1,043,872)	(\$500,000)	\$3,500,000	
Jun-22	\$1,758,533	\$2,583,598	\$2,083,598	(\$825,065)	(\$500,000)	\$3,000,000	
Jul-22	\$1,959,972	\$3,743,037	\$2,243,037	(\$1,783,065)	(\$1,500,000)	\$1,500,000	
Aug-22	\$2,229,001	\$3,782,608	\$2,782,608	(\$1,553,607)	(\$1,000,000)	\$500,000	
Sep-22	\$3,044,528	\$3,315,729	\$2,815,729	(\$271,201)	(\$500,000)	\$0	
Oct-22	\$2,754,939	\$1,656,627	\$2,656,627	\$1,098,312	\$1,000,000	\$1,000,000	
Nov-22	\$2,305,698	\$1,313,150	\$2,313,150	\$992,548	\$1,000,000	\$2,000,000	
Dec-22	\$2,267,120	\$948,626	\$1,948,626	\$1,318,494	\$1,000,000	\$3,000,000	
Jan-23	\$2,123,484	\$786,317	\$1,536,317	\$1,337,167	\$750,000	\$3,750,000	
Feb-23	\$1,864,011	\$886,202	\$1,136,202	\$977,809	\$250,000	\$4,000,000	
Mar-23	\$2,074,694	\$1,047,496	\$1,047,496	\$1,027,198	\$0	\$4,000,000	



PCA Table & Graphs

Month	PCA Monthly Revenues	PCA Monthly Expenditures	Difference
1 21-Dec	\$1,103,969	\$942,601	\$161,368
2 22-Jan	\$1,194,586	\$1,023,131	\$171,455
3 22-Feb	\$1,025,360	\$926,824	\$98,536
4 22-Mar	\$1,119,931	\$1,273,434	(\$153,503)
5 22-Apr	\$1,347,197	\$1,591,498	(\$244,301)
6 22-May	\$1,266,715	\$2,310,587	(\$1,043,872)
7 22-Jun	\$1,758,533	\$2,583,598	(\$825,065)
8 22-Jul	\$1,959,972	\$3,743,037	(\$1,783,065)
9 22-Aug	\$2,229,001	\$3,782,608	(\$1,553,607)
10 22-Sep	\$3,044,528	\$3,315,729	(\$271,201)
11 22-Oct	\$2,754,939	\$1,656,627	\$1,098,312
12 22-Nov	\$2,305,698	\$1,313,150	\$992,548
13 22-Dec	\$2,267,120	\$948,626	\$1,318,494
14 23-Jan	\$2,123,484	\$786,317	\$1,337,167
15 23-Feb	\$1,864,011	\$886,202	\$977,809
16 23-Mar	\$2,074,694	\$1,047,496	\$1,027,198
17 23-Apr	\$2,295,461	\$908,816	\$1,386,645
TOTALS	\$31,735,199	\$29,040,281	\$2,694,918

PCA Cumulative Revenue	PCA Cumulative Expenses
1 \$1,103,969	\$942,601
2 \$2,298,555	\$1,965,732
3 \$3,323,915	\$2,892,556
4 \$4,443,846	\$4,165,990
5 \$5,791,043	\$5,757,488
6 \$7,057,758	\$8,068,075
7 \$8,816,291	\$10,651,673
8 \$10,776,263	\$14,394,710
9 \$13,005,264	\$18,177,318
10 \$16,049,792	\$21,493,047
11 \$18,804,731	\$23,149,674
12 \$21,110,429	\$24,462,824
13 \$23,377,549	\$25,411,450
14 \$25,501,033	\$26,197,767
15 \$27,365,044	\$27,083,969
16 \$29,439,738	\$28,131,465
17 \$31,735,199	\$29,040,281



RESOLUTION NO. XX-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ESTABLISHING A RATE STABILIZATION FUND FOR THE ELECTRIC UTILITY; PROVIDING FOR REPEAL OF CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the Electric Utility of the City of Lake Worth Beach desires to maintain rates competitive with other utilities, mitigate against potential increased costs of purchased power, and provide rate stability for the customers of the Electric Utility; and

WHEREAS, due to sudden increases in the costs of natural gas in 2022-2023 and other factors impacting the City's power costs, the City is in need of a fund to assist in stabilizing the rates paid by the Electric Utility customers, which fund can assist in reducing the impact of sudden changes in the City's power costs; and

WHEREAS, consistent with the Electric Utility's desires and the City's desires, the City seeks to establish an Electric Utility Rate Stabilization Fund; and

WHEREAS, City Commission finds establishing a Rate Stabilization Funds 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 a Rate Stabilization Fund for the purpose of maintaining rate competitiveness and rate stability by mitigating cost increases that would otherwise be passed along to the customers of the Electric Utility.

Section 2. The Rate Stabilization Fund shall be administered by the Electric Utility and Financial Services Departments consistent with the Rate Stabilization Policy attached hereto as **Exhibit "A"** and incorporated herein. The Rate Stabilization Fund will remain operational until the City Commission determines that the need for such fund no longer exists.

Section 3. The Electric Utility, with the approval of the City Commission, will appropriate each year from the Electric Fund an amount not to exceed % of the expected annual PCA expense with a minimum of \$ to the Rate Stabilization Fund, provided the accumulated balance does not exceed % of the average annual PCA expenses for the preceding 3 years (as reported in the most recent Annual Audited Financial Reports).

Section 4. The City Commission authorizes the City Manager and Finance Director, collectively, to deposit funds into and withdraw funds from the Rate Stabilization Fund in accordance with Section 2 of this Resolution.

Section 5. All resolutions or parts of resolutions are hereby amended to the extent that they are in conflict with this Resolution.

Section 6. 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, City Clerk

Fuel Adjustment Factor

The Fuel Adjustment Factor is designed to recover the cost of fuel that is included in the cost of wholesale power supply incurred by the City to provide electric service to its customers. The Fuel Adjustment Factor will be determined periodically by the City. Review of the adequacy of the Fuel Adjustment Factor will occur at least quarterly. Generally, if the fuel Adjustment Factor under-recovers fuel cost, the City will increase the Fuel Adjustment to collect the under-recovery. If the Fuel Adjustment Factor over-recovers fuel cost, the City will decrease the fuel adjustment to credit back to customers the over-recovery. In order to stabilize fluctuations in the fuel adjustment factor, the City Manager may determine to phase in such increases or decreases over time. It is the intention of the City to maintain the fuel cost recovery fund balance between the minimum and maximum trigger points as defined in the table below. Specific changes to the Fuel Adjustment Factor will be made in accordance with the criteria defined in the table below:

Target Fuel Cost Stabilization Fund Balance	10% of the fiscal year's annual fuel budget rounded up to the next \$100,000 without appropriate adjustments to the fuel adjustment
Minimum trigger point for an increase in Fuel Adjustment Factor	Preceding month's Fuel Cost Stabilization Fund Balance is less than half of the Target Fuel Cost Stabilization Fund Balance
Maximum trigger point for a decrease in Fuel Adjustment Factor	Preceding month's Fuel Cost Stabilization Fund Balance is more than 150% of the Target Fuel Cost Stabilization Fund Balance

If the Fuel Cost Stabilization Fund Balance drops below the Minimum Trigger point the Fuel Adjustment Factor will be set at a rate that would project to replenish the balance to the Target Fuel Cost Stabilization Fund Balance over a six-month period. This adjustment factor may have to be modified over that six-month period to reflect actual results if they are substantially different from predicted results.

If the Fuel Cost Stabilization Fund Balance exceeds the Maximum Trigger point the Fuel Adjustment Factor will be set at a rate that would project to reduce the balance to the Target Fuel Cost Stabilization Fund Balance over a four-month period. This adjustment factor may have to be modified over that four-month period to reflect actual results if they are substantially different from predicted results.

STAFF REPORT UTILITY MEETING

AGENDA DATE: May 30, 2023

DEPARTMENT: Water Utilities

TITLE:

Fourth Amendment to Agreement and Work Order #5 with B&B Underground Construction, Inc. for Murry Hills watermain service line replacement

SUMMARY:

The Fourth Amendment to Agreement provides extension of the agreement, additional unit price items and unit price item cost adjustments while Work Order #5 with B&B Underground Construction, Inc. provides replacement of galvanized steel water service lines with polyvinyl chloride (PVC) and brass water service lines in the Murry Hills condo development along Lake Osborne Drive for a cost not to exceed \$198,503.00.

BACKGROUND AND JUSTIFICATION:

The City has three agreements with contractors for Emergency Utility Repairs for Water, Wastewater and Stormwater. The Fourth Amendment to Agreement provides extension of one additional year, adds additional line items and prices and provides updated costs on existing items from the bid in 2020.

The City reached out to B&B Underground Construction, Hinterland Group and Johnson-Davis Incorporated for proposals to complete the City-owned water service line replacements, a watermain tap and restoration of the area in condo development of Murry Hills to buildings 15, 16, 17, 22 and 23. There have been numerous leaks and breaks of two inch and various size water service lines in this development over the past year and they are beyond their useful life; older than 40 years. The City has completed service line replacements to the rest of the buildings and this is the last portion desperately needing replacement. The work is of an emergency nature due to the age and number of breaks. Work Order #5 with B&B Underground Construction included the lowest, responsive estimate of the three contractors.

The Fourth Amendment to Agreement with B&B Underground for Emergency Utility Repairs for Water, Wastewater and Stormwater extends the term of the agreement one year to July 10, 2024. The Amendment also includes additional unit price items and updated pricing from the Original Agreement. Additional terms are added to the Agreement for services not covered by unit pricing when such services are funded by the City with non-federal funds and additional federal clauses necessary for services funded by federal funds.

MOTION:

Move to approve/disapprove Fourth Amendment to Agreement and Work Order #5 with B&B Underground Construction, Inc. for Murry Hills watermain service line replacement for a cost not to exceed \$198,503.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Fourth Amendment
Work Order #5
Bid Tab

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	\$198,503	0	0	0	0
Net Fiscal Impact	\$198,503	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

New Appropriation Fiscal Impact:		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		

Budget Transfer Impact		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		

Contract Award - Existing Appropriation		
	Expenditure	
Department	Water Utilities	
Division	Distribution	
GL Description	Improve other than Build Infrastructure	
GL Account Number	422-7034-533.63-15	
Project Number	WT1902	
Requested Funds	\$198,503	

**FOURTH AMENDMENT TO CONTRACTOR AGREEMENT
(Emergency Utility Repairs for Water, Wastewater and Stormwater)**

THIS FOURTH AMENDMENT (“Amendment”) to the Agreement is made as of _____, by and between the City of Lake Worth Beach, a Florida municipal corporation (“CITY”) and B&B Underground Construction, Inc. (“CONTRACTOR”).

WHEREAS, on July 10, 2020, pursuant to a competitively bid procurement, the CITY entered into the Contractor Agreement with the CONTRACTOR for the Emergency Utility Repairs for Water, Wastewater and Stormwater (“Agreement”); and

WHEREAS, on February 23, 2021 the CITY and CONTRACTOR amended the Agreement to include the new statutory E-Verify provision and to add additional unit price items which the CITY has determined are necessary and reasonable for CITY’s funded projects; and

WHEREAS, on November 1, 2021, the CITY and the CONTRACTOR amended the Agreement with two (2) Amendments to add additional unit price items, which the CITY determined were necessary and reasonable for CITY’s funded projects; and

WHEREAS, the CITY and the CONTRACTOR wish to amend the Agreement to add additional unit price items and update pricing from the original Agreement as shown in Exhibit “1”; to renew the Agreement for one additional year consistent with the existing terms of the Agreement; to add additional terms to the Agreement for services not covered by unit pricing when such services are funded by the CITY with non-federal funds; and, to add additional federal clauses necessary for services funded by federal funds; and

WHEREAS, the CITY has reviewed the new unit prices proposed by CONTRACTOR and, based on the CITY’s review of similar services from other vendors and pricing in the current marketplace, the CITY finds such unit prices to be fair and reasonable and acceptable to the CITY; and,

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

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

1. **Recitals**. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. **Fee and Ordering Mechanism**. The Agreement is amended at Section 5, Fee and Ordering Mechanism, by amending **Exhibit “C”** of the Agreement, to add the additional unit price items set forth in **Exhibit “1”** attached hereto and incorporated herein. These additional unit price items shall only apply to projects funded by the CITY.

3. **Term of Agreement**. The parties agree that the term of the Agreement is hereby extended to July 9, 2024.

4. **Additional Negotiated Services.** For CITY projects which are wholly funded by CITY funds or other non-federal funds, the CITY may need additional services from the CONTRACTOR which are not covered by current unit prices under this Agreement. In such instance, the CITY may request the CONTRACTOR provide a pricing proposal for such additional services and the CITY shall negotiate with the CONTRACTOR the pricing proposal for such additional services to ensure the price is fair and reasonable given current market conditions and the total scope of services requested by the CITY. If the CITY finds the negotiated pricing for such additional services is fair and reasonable, the CITY may enter a Work Order or Purchase Order which includes such additional services. **Notwithstanding the foregoing, in no event shall the total project cost inclusive of the additional negotiated services exceed \$200,000 (Two Hundred Thousand Dollars) unless the pricing proposal is for additional services which are documented by the CITY as necessary to address an emergency. “Emergency” for purposes of this paragraph means an unexpected turn of events that causes: (a) an immediate danger to the public health or safety; (b) an immediate danger of loss of public or private property; or, (c) an interruption in the delivery of an essential government service.**

5. **Additional Federal Clauses.** The additional federal clauses attached hereto as **Exhibit “2”** are incorporated into this Agreement and made a part hereof.

6. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement (as previously amended) and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated in the Agreement (as previously amended) and herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

8. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment. The parties may sign this Amendment electronically and such electronic signature will be treated as an original signature of the signing party.

9. **Amendment.** Except for the provisions of the Agreement previously amended and specifically amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment to the Contractor Agreement on the day and year first above written:

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Anne 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: B&B UNDERGROUND CONSTRUCTION, INC.

By: _____
[Signature]

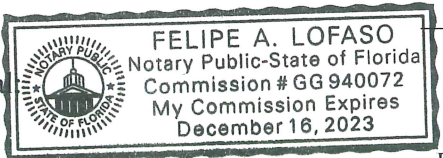
Print Name: Stephen Decker

Title: President

[Corporate Seal]

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 11 day of May 2023, by Stephen Decker, as the President [title] of **B&B Underground Construction, Inc.**, a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal 

[Signature]
Notary Public Signature

EXHIBIT "1"
(adding the following unit price items to Exhibit "C")

<u>ADDITIONAL ITEMS NOT IN CONTRACT</u>					
X	Additional poly service beyond 50' long	275	LF	\$ 10.00	\$ 2,750.00
X	Remove and dispose of 4" thick concrete	600	SF	\$ 4.00	\$ 2,400.00
X	Water Service material escalations	1	LS	\$ 3,180.00	\$ 3,180.00
X	Asphalt escalations	100	SY	\$ 30.00	\$ 3,000.00
X	Concrete escalations	600	SF	\$ 8.00	\$ 4,800.00
X	Irrigation Restoration	1	LS	\$ 4,000.00	\$ 4,000.00
X	Striping restoration	1	LS	\$ 1,500.00	\$ 1,500.00
X	Landscape restoration	35	EA	\$ 250.00	\$ 8,750.00
X	Preconstruction Video	1	LS	\$ 1,500.00	\$ 1,500.00

		B & B Underground Construction, Inc.		
ITEM	DESCRIPTION	-	UNIT	PRICE
GENERAL CONDITIONS				
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs		LS	\$3,000.00
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs		LS	\$3,000.00
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs		LS	\$2,000.00
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs		LS	\$2,000.00
GC-5	Record Drawing (less than 40 LF of Utility Work)		LS	\$1,500.00
GC-6	Record Drawing (more than 40 LF of Utility Work)		LS	\$1,500.00
GC-7	Construction Survey		LS	\$1,000.00
GC-8	M.O.T. Residential Street		EA	\$350.00
GC-9	M.O.T. City Arterial Roadway		EA	\$1,000.00
GC-10	M.O.T. DOT Roadway		EA	\$4,000.00
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)		ALLOWANCE	N/A
GC-12	Density Tests (actual cost reimbursement by City)		---	N/A
GC-13	Proctor Tests (actual cost reimbursement by City)		---	N/A
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)		---	N/A
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)		---	N/A
GC-16	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)		---	N/A
GC-17	Applicable Permits (actual cost reimbursement by City)		---	N/A
WASTEWATER				
WASTEWATER FORCEMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation				
F-1	Furnish & Install 4-Inch C-900 DR-18 PVC Sewer Main		LF	\$97.89
F-2	Furnish & Install 4-Inch Class 350 DIP Sewer Main		LF	\$167.62
F-3	Furnish & Install 6-Inch C-900 DR-18 PVC Sewer Main		LF	\$110.82
F-4	Furnish & Install 6-Inch Class 350 DIP Sewer Main		LF	\$189.69
F-5	Furnish & Install 8-Inch C-900 DR-18 PVC Sewer Main		LF	\$151.87
F-6	Furnish & Install 8-Inch Class 350 DIP Sewer Main		LF	\$217.00
F-7	Furnish & Install 10-Inch C-900 DR-18 PVC Sewer Main		LF	\$188.67
F-8	Furnish & Install 10-Inch Class 350 DIP Sewer Main		LF	\$269.43
F-9	Furnish & Install 12-Inch C-900 DR-18 PVC Sewer Main		LF	\$307.14
F-10	Furnish & Install 12-Inch Class 350 DIP Sewer Main		LF	\$381.12
F-11	Furnish & Install 16-Inch C-905 DR-18 PVC Sewer Main		LF	\$552.33
F-12	Furnish & Install 16-Inch Class 350 DIP Sewer Main		LF	\$547.77
F-13	Furnish & Install 18-Inch C-905 DR-18 PVC Sewer Main		LF	\$866.98
F-14	Furnish & Install 18-Inch Class 350 DIP Sewer Main		LF	\$869.83
F-15	Furnish & Install 20-Inch C-905 DR-18 PVC Sewer Main		LF	\$968.58
F-16	Furnish & Install 20-Inch Class 350 DIP Sewer Main		LF	\$965.90
F-17	Furnish & Install 24-Inch C-905 DR-18 PVC Sewer Main		LF	\$1,378.95
F-18	Furnish & Install 24-Inch Class 350 DIP Sewer Main		LF	\$1,354.48
F-19	Furnish & Install 30-Inch C-905 DR-21 PVC Sewer Main		LF	\$2,009.06
F-20	Furnish & Install 30-Inch Class 350 DIP Sewer Main		LF	\$2,477.98
F-21	Furnish & Install 36-Inch C-905 DR-21 PVC Sewer Main		LF	\$2,755.25
F-22	Furnish & Install 36-Inch Class 350 DIP Sewer Main		LF	\$2,864.21
F-23	Furnish & Install 42-Inch Class 350 DIP Sewer Main		LF	\$3,777.75
GRAVITY SANITARY SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation				
F-24	Furnish & Install 8-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$77.50
F-25	Furnish & Install 8-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$97.50
F-26	Furnish & Install 8-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$260.15
F-27	Furnish & Install 8-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$177.00
F-28	Furnish & Install 8-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$267.00
F-29	Furnish & Install 10-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$131.60
F-30	Furnish & Install 10-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$231.60
F-31	Furnish & Install 10-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$332.19
F-32	Furnish & Install 10-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$253.68
F-33	Furnish & Install 10-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$393.68
F-34	Furnish & Install 12-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$144.33
F-35	Furnish & Install 12-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$169.33
F-36	Furnish & Install 12-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$389.37
F-37	Furnish & Install 12-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$235.07
F-38	Furnish & Install 12-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$305.07
F-39	Furnish & Install 15-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$171.91
F-40	Furnish & Install 15-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$231.91
F-41	Furnish & Install 15-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$563.41
F-42	Furnish & Install 15-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$422.08
F-43	Furnish & Install 15-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$442.08
F-44	Furnish & Install 18-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$534.18
F-45	Furnish & Install 18-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$574.18
F-46	Furnish & Install 18-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$704.18
F-47	Furnish & Install 18-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$775.59
F-48	Furnish & Install 18-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$835.59
F-49	Furnish & Install 21-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$412.46
F-50	Furnish & Install 21-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$482.46

F-51	Furnish & Install 21-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$957.73
F-52	Furnish & Install 20-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$857.19
F-53	Furnish & Install 20-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$867.19
F-54	Furnish & Install 24-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$1,072.20
F-55	Furnish & Install 24-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$1,132.20
F-56	Furnish & Install 24-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$1,208.41
F-57	Furnish & Install 24-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$1,146.01
F-58	Furnish & Install 24-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$1,216.01
F-59	Furnish & Install 30-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$2,316.06
F-60	Furnish & Install 30-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$2,356.06
F-61	Furnish & Install 30-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$2,369.24
F-62	Furnish & Install 30-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$2,568.70
F-63	Furnish & Install 30-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$2,558.70
F-64	Furnish & Install 36-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$2,458.70
F-65	Furnish & Install 36-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$2,674.50
F-66	Furnish & Install 36-Inch DR-21 PVC Sewer Main	12' + Deep	LF	\$2,844.50
F-67	Furnish & Install 36-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$2,711.30
F-68	Furnish & Install 36-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$1,819.98
Sanitary Sewer Lateral Clean-Out including cut-in wye and all appurtenances for complete installation				
F-69	Sanitary Sewer 6" Lateral & Clean-out (single)	<7' depth to main	EA	\$1,279.98
F-70	Sanitary Sewer 6" Lateral & Clean-out (double)	<7' depth to main	EA	\$1,552.43
F-71	Sanitary Sewer 6" Lateral & Clean-out (single)	>7' depth to main	EA	\$2,279.98
F-72	Sanitary Sewer 6" Lateral & Clean-out (double)	>7' depth to main	EA	\$2,552.43
F-73	Sanitary Sewer 8" Lateral & Clean-out (single)		EA	\$1,762.78
F-74	Sanitary Sewer 8" Lateral & Clean-out (double)		EA	\$1,776.53
Furnish & Install Gate Valve & Valve Box				
F-75	4" Gate Valve & Valve Box		EA	\$1,375.05
F-76	6" Gate Valve & Valve Box		EA	\$1,636.05
F-77	6" Plug Valve & Valve box		EA	\$1,721.95
F-78	8" Plug Valve & Valve box		EA	\$2,774.85
F-79	10" Plug Valve & Valve box		EA	\$3,862.25
F-80	12" Plug Valve & Valve box		EA	\$5,017.45
F-81	16" Plug Valve & Valve box		EA	\$10,979.75
F-82	20" Plug Valve & Valve box		EA	\$18,079.00
Furnish & Install Tapping Sleeve with Valve & Valve Box				
F-83	4"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$6,442.98
F-84	6"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$6,476.50
F-85	6"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,522.34
F-86	8"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$6,478.73
F-87	8"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,267.34
F-88	8"x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$7,111.73
F-89	10" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$6,968.95
F-90	10" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,678.14
F-91	10" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$6,581.65
F-92	10" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$11,097.15
F-93	12" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$7,963.59
F-94	12" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$6,857.49
F-95	12" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$8,154.63
F-96	12" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$10,046.45
F-97	12" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$12,829.33
F-98	16" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$8,278.21
F-99	16" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$9,526.55
F-100	16" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$11,453.45
F-101	16" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$13,587.93
F-102	16" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$26,664.13
F-103	18" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$7,236.66
F-104	18" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$8,394.98
F-105	18" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$9,906.93
F-106	18" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$12,753.10
F-107	18" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$15,566.73
F-108	18" x 18" Tapping Sleeve w/Valve & Valve Box		EA	\$41,442.75
F-109	20" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$8,331.74
F-110	20" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$10,626.03
F-111	20" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$12,582.20
F-112	20" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$16,365.65
F-113	20" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$27,090.43
F-114	20" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$50,447.24
F-115	36" x 18" Tapping Sleeve w/Valve & Valve Box		EA	\$37,171.75
F-116	36" x 24" Tapping Sleeve w/Valve & Valve Box		EA	\$56,997.68
F-117	36" x 30" Tapping Sleeve w/Valve & Valve Box		EA	\$91,347.30
F-118	Wastewater Force Main 2" Air Release Valve w/Manhole		EA	\$23,811.80
F-119	Wastewater Force Main 2" or 3" Air/Vacuum Valve		EA	\$8,327.64
F-120	Wastewater Force Main 2"x1", 2"x2", 2"x3" Combination Air Valve w/Manhole		EA	\$21,361.80
Furnish & Install Line Stop inclusive of all appurtenances for a complete installation				
F-121	4" Insertion Line Stop		EA	\$4,000.00
F-122	6" Insertion Line Stop		EA	\$6,000.00
F-123	8" Insertion Line Stop		EA	\$8,000.00

F-124	10" Insertion Line Stop		EA	\$10,000.00
F-125	12" Insertion Line Stop		EA	\$13,000.00
F-126	16" Insertion Line Stop		EA	\$23,000.00
F-127	18" Insertion Line Stop		EA	\$26,000.00
F-128	20" Insertion Line Stop		EA	\$27,000.00
F-129	24" Insertion Line Stop		EA	\$30,000.00
F-130	30" Insertion Line Stop		EA	\$56,000.00
F-131	36" Insertion Line Stop		EA	\$65,000.00
Furnish & Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench work and Ring and Cover including City approved coatings (inside and out) at a depth of:				
F-132	0' - 4' FT Deep		EA	\$8,000.00
F-133	4' - 6' FT Deep		EA	\$11,000.00
F-134	6' - 8' FT Deep		EA	\$14,000.00
F-135	8' - 10' FT Deep		EA	\$18,000.00
F-136	10' - 12' FT Deep		EA	\$21,000.00
F-137	12' - 14' FT Deep		EA	\$22,750.00
F-138	14' - 16' FT Deep		EA	\$31,620.00
F-139	16' - 20' FT Deep		EA	\$52,800.00
MISCELLANEOUS				
F-140	Core drill exist manhole (Any size)		EA	\$4,000.00
F-141	SANITARY CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$1,800.00
WATERMAIN**				
**Prices Quoted in the Water Main Section are Interchangeable with Raw Water Lines as needed				
WATERMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation. Includes testing: density, pressure and bacteriological.				
W-1	Furnish & Install 4-Inch C-900 DR-18 PVC Water Main		LF	\$104.74
W-2	Furnish & Install 4-Inch Class 350 DIP Water Main		LF	\$141.06
W-3	Furnish & Install 6-Inch C-900 DR-18 PVC Water Main		LF	\$127.03
W-4	Furnish & Install 6-Inch Class 350 DIP Water Main		LF	\$131.46
W-5	Furnish & Install 8-Inch C-900 DR-18 PVC Water Main		LF	\$181.88
W-6	Furnish & Install 8-Inch Class 350 DIP Water Main		LF	\$179.90
W-7	Furnish & Install 10-Inch C-900 DR-18 PVC Water Main		LF	\$205.75
W-8	Furnish & Install 10-Inch Class 350 DIP Water Main		LF	\$200.96
W-9	Furnish & Install 12-Inch C-900 DR-18 PVC Water Main		LF	\$280.75
W-10	Furnish & Install 12-Inch Class 350 DIP Water Main		LF	\$275.80
W-11	Furnish & Install 16-Inch C-905 DR-18 PVC Water Main		LF	\$455.79
W-12	Furnish & Install 16-Inch Class 250 DIP Water Main		LF	\$426.52
W-13	Furnish & Install 18-Inch C-905 DR-18 PVC Water Main		LF	\$624.86
W-14	Furnish & Install 18-Inch Class 250 DIP Water Main		LF	\$571.26
W-15	Furnish & Install 20-Inch C-905 DR-18 PVC Water Main		LF	\$690.05
W-16	Furnish & Install 20-Inch Class 250 DIP Water Main		LF	\$620.52
W-17	Furnish & Install 24-Inch C-905 DR-18 PVC Water Main		LF	\$842.10
W-18	Furnish & Install 24-Inch Class 200 DIP Water Main		LF	\$718.99
W-19	Furnish & Install 30-Inch C-905 DR-21 PVC Water Main		LF	\$1,281.29
W-20	Furnish & Install 30-Inch Class 200 DIP Water Main		LF	\$1,220.89
W-21	Furnish & Install 36-Inch C-905 DR-21 PVC Water Main		LF	\$1,219.70
W-22	Furnish & Install 36-Inch Class 200 DIP Water Main		LF	\$1,513.44
Furnish & Install Gate Valve & Valve Box				
W-23	4" Gate Valve & Valve Box		EA	\$1,474.48
W-24	6" Gate Valve & Valve Box		EA	\$1,835.48
W-25	8" Gate Valve & Valve Box		EA	\$2,658.68
W-26	10" Gate Valve & Valve Box		EA	\$4,062.43
W-27	12" Gate Valve & Valve Box		EA	\$5,336.23
W-28	16" Gate Valve & Valve Box		EA	\$11,884.23
Furnish & Install Butterfly Valve & Valve Box				
W-29	14" Butterfly Valve & Valve Box		EA	\$5,947.03
W-30	16" Butterfly Valve & Valve Box		EA	\$7,256.38
W-31	18" Butterfly Valve & Valve Box		EA	\$8,956.73
W-32	20" Butterfly Valve & Valve Box		EA	\$10,211.78
W-33	24" Butterfly Valve & Valve Box		EA	\$14,847.23
W-34	30" Butterfly Valve & Valve Box		EA	\$25,565.93
W-35	36" Butterfly Valve & Valve Box		EA	\$31,553.58
Furnish & Install Tapping Sleeve with Valve & Valve Box				
W-36	4" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$6,442.40
W-37	6" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$6,425.93
W-38	6" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,521.76
W-39	8" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$6,478.15
W-40	8" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,266.76
W-41	8" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$7,111.15
W-42	10" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$6,968.38
W-43	10" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,677.56
W-44	10" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$6,581.08
W-45	10" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$11,096.58
W-46	12" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$7,963.01
W-47	12" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$6,856.91

W-48	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$8,154.05
W-49	12" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$10,045.88
W-50	12" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$14,828.75
W-51	16" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$8,277.64
W-52	16" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$9,525.98
W-53	16" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$11,452.88
W-54	16" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$13,587.35
W-55	16" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$26,663.55
W-56	18" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$7,236.09
W-57	18" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$8,394.40
W-58	18" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$9,906.35
W-59	18" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$12,752.53
W-60	18" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$15,574.15
W-61	18" x 18" Tapping Sleeve w/Valve & Valve Box	EA	\$41,442.18
W-62	20" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$8,331.16
W-63	20" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$10,625.45
W-64	20" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$12,481.63
W-65	20" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$16,365.08
W-66	20" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$27,089.85
W-67	20" x 20" Tapping Sleeve w/Valve & Valve Box	EA	\$49,446.66
W-68	24" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$41,703.25
W-69	24" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$43,678.35
W-70	24" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$46,961.75
W-71	24" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$50,175.00
W-72	24" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$53,850.48
W-73	24" x 20" Tapping Sleeve w/Valve & Valve Box	EA	\$60,565.76
W-74	30" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$53,170.91
W-75	30" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$54,900.88
W-76	30" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$57,807.08
W-77	30" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$60,637.30
W-78	30" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$63,786.65
W-79	30" x 20" Tapping Sleeve w/Valve & Valve Box	EA	\$73,250.01
W-80	36" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$65,460.56
W-81	36" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$66,072.73
W-82	36" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$69,270.45
W-83	36" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$71,776.95
W-84	36" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$73,592.95
W-85	36" x 20" Tapping Sleeve w/Valve & Valve Box	EA	\$82,086.79
W-86	36" x 24" Tapping Sleeve w/Valve & Valve Box	EA	\$90,557.48
W-87	36" x 30" Tapping Sleeve w/Valve & Valve Box	EA	\$98,912.30
Furnish & Install Line Stop includes all appurtenances for a complete installation			
W-88	4" Insertion Line Stop	EA	\$4,000.00
W-89	6" Insertion Line Stop	EA	\$6,000.00
W-90	8" Insertion Line Stop	EA	\$8,000.00
W-91	10" Insertion Line Stop	EA	\$10,000.00
W-92	12" Insertion Line Stop	EA	\$13,000.00
W-93	16" Insertion Line Stop	EA	\$23,000.00
W-94	18" Insertion Line Stop	EA	\$26,000.00
W-95	20" Insertion Line Stop	EA	\$27,000.00
W-96	36" Insertion Line Stop	EA	\$65,000.00
Fire Hydrants, Sample Points, ARVs			
W-97	Fire Hydrant Assembly w/ 6" Gate Valve, restraints, etc.	EA	\$8,589.23
W-98	Remove & Replace Fire Hydrant Assembly	EA	\$8,253.75
W-99	Bollards for Fire Hydrant	LS	\$2,483.00
W-100	Sample Points w/double strap saddle & corp stop	EA	\$595.45
W-101	Sample Points on Fire Hydrants	EA	\$118.40
W-102	2" Blowoff piping with box	EA	\$1,605.80
W-103	Water Main 1" Combination Air Release Valve w/Manhole (pipes 4"-16")	EA	\$23,817.00
W-104	Water Main 2" Combination Air Release Valve w/Manhole (pipes larger than 16")	EA	\$29,200.10
Water Services			
W-105	Short Single service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter	EA	\$1,648.35
W-106	Short Double Service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter	EA	\$2,296.70
W-107	Short Service for Meter Bank (2" Poly) (up to 10' long) (includes up to 3 services)	EA	\$2,500.00
W-108	Additional services on short service meter bank	EA	\$700.00
W-109	Long Single Service (1-2" poly w/3" casings) (up to 50' Long)	EA	\$2,751.85
W-110	Long Double Service (1-2" poly w/3" casings) (up to 50' Long)	EA	\$3,437.00
W-111	Long Service for Meter Bank (2" Poly) (up to 50' long) (includes up to 3 services)	EA	\$3,700.00
W-112	Additional services on long service meter bank	EA	\$700.00
Abandonment			
W-113	Cut existing watermain and connect proposed watermain	EA	\$3,000.00
W-114	Cut and plug existing watermain to be abandoned	EA	\$1,000.00
W-115	Abandon & grout fill existing 4-6" watermain	LF	\$6.00
W-116	Remove & dispose existing watermain	LF	\$9.00
W-117	Remove & Dispose AC Water Main (actual cost reimbursement by City)	--	N/A
Miscellaneous			

W-118	WATER CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$1,800.00
STORM WATER				
STORM SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete Ins				
S-1	Furnish & Install 12-Inch PVC Sewer Main	0' - 6' Deep	LF	\$40.00
S-2	Furnish & Install 12-Inch PVC Sewer Main	6' - 8' Deep	LF	\$50.00
S-3	Furnish & Install 12-Inch RCP Sewer Main	0' - 6' Deep	LF	\$60.00
S-4	Furnish & Install 12-Inch RCP Sewer Main	6' - 8' Deep	LF	\$55.00
S-5	Furnish & Install 12-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$50.00
S-6	Furnish & Install 12-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$60.00
S-7	Furnish & Install 15-Inch RCP Sewer Main	0' - 6' Deep	LF	\$50.00
S-8	Furnish & Install 15-Inch RCP Sewer Main	6' - 8' Deep	LF	\$70.00
S-9	Furnish & Install 18-Inch PVC Sewer Main	0' - 6' Deep	LF	\$55.00
S-10	Furnish & Install 18-Inch PVC Sewer Main	6' - 8' Deep	LF	\$65.00
S-11	Furnish & Install 18-Inch RCP Sewer Main	0' - 6' Deep	LF	\$75.00
S-12	Furnish & Install 18-Inch RCP Sewer Main	6' - 8' Deep	LF	\$95.00
S-13	Furnish & Install 18-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$45.00
S-14	Furnish & Install 18-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$70.00
S-15	Furnish & Install 24-Inch PVC Sewer Main	0' - 6' Deep	LF	\$70.00
S-16	Furnish & Install 24-Inch PVC Sewer Main	6' - 8' Deep	LF	\$80.00
S-17	Furnish & Install 24-Inch RCP Sewer Main	0' - 6' Deep	LF	\$90.00
S-18	Furnish & Install 24-Inch RCP Sewer Main	6' - 8' Deep	LF	\$100.00
S-19	Furnish & Install 24-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$60.00
S-20	Furnish & Install 24-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$75.00
S-21	Furnish & Install 30-Inch PVC Sewer Main	0' - 6' Deep	LF	\$110.00
S-22	Furnish & Install 30-Inch PVC Sewer Main	6' - 8' Deep	LF	\$130.00
S-23	Furnish & Install 30-Inch RCP Sewer Main	0' - 6' Deep	LF	\$110.00
S-24	Furnish & Install 30-Inch RCP Sewer Main	6' - 8' Deep	LF	\$130.00
S-25	Furnish & Install 30-Inch RCP Sewer Main	8' - 10' Deep	LF	\$150.00
S-26	Furnish & Install 36-Inch PVC Sewer Main	0' - 6' Deep	LF	\$170.00
S-27	Furnish & Install 36-Inch PVC Sewer Main	6' - 8' Deep	LF	\$180.00
S-28	Furnish & Install 36-Inch RCP Sewer Main	0' - 6' Deep	LF	\$160.00
S-29	Furnish & Install 36-Inch RCP Sewer Main	6' - 8' Deep	LF	\$180.00
S-30	Furnish & Install 36-Inch RCP Sewer Main	8' - 10' Deep	LF	\$200.00
S-31	Furnish & Install 42-Inch PVC Sewer Main	0' - 6' Deep	LF	\$180.00
S-32	Furnish & Install 42-Inch PVC Sewer Main	6' - 8' Deep	LF	\$200.00
S-33	Furnish & Install 42-Inch RCP Sewer Main	0' - 6' Deep	LF	\$210.00
S-34	Furnish & Install 42-Inch RCP Sewer Main	6' - 8' Deep	LF	\$230.00
S-35	Furnish & Install 42-Inch RCP Sewer Main	8' - 10' Deep	LF	\$280.00
S-36	Furnish & Install 48-Inch RCP Sewer Main	0' - 6' Deep	LF	\$190.00
S-37	Furnish & Install 48-Inch RCP Sewer Main	6' - 8' Deep	LF	\$220.00
S-38	Furnish & Install 48-Inch RCP Sewer Main	8' - 10' Deep	LF	\$240.00
S-39	Furnish & Install 48-Inch RCP Sewer Main	10' - 12' Deep	LF	\$300.00
S-40	Furnish & Install 54-Inch RCP Sewer Main	0' - 6' Deep	LF	\$260.00
S-41	Furnish & Install 54-Inch RCP Sewer Main	6' - 8' Deep	LF	\$280.00
S-42	Furnish & Install 54-Inch RCP Sewer Main	8' - 10' Deep	LF	\$310.00
S-43	Furnish & Install 54-Inch RCP Sewer Main	10' - 15' Deep	LF	\$500.00
S-44	Furnish & Install 60-Inch RCP Sewer Main	0' - 6' Deep	LF	\$270.00
S-45	Furnish & Install 60-Inch RCP Sewer Main	6' - 8' Deep	LF	\$320.00
S-46	Furnish & Install 60-Inch RCP Sewer Main	8' - 10' Deep	LF	\$550.00
S-47	Furnish & Install 60-Inch RCP Sewer Main	10' - 15' Deep	LF	\$700.00
S-48	Furnish & Install 66-Inch RCP Sewer Main	0' - 6' Deep	LF	\$750.00
S-49	Furnish & Install 66-Inch RCP Sewer Main	6' - 8' Deep	LF	\$1,200.00
S-50	Furnish & Install 66-Inch RCP Sewer Main	8' - 10' Deep	LF	\$1,400.00
S-51	Furnish & Install 66-Inch RCP Sewer Main	10' - 15' Deep	LF	\$1,800.00
S-52	Furnish & Install 72-Inch RCP Sewer Main	0' - 6' Deep	LF	\$750.00
S-53	Furnish & Install 72-Inch RCP Sewer Main	6' - 8' Deep	LF	\$1,300.00
S-54	Furnish & Install 72-Inch RCP Sewer Main	8' - 10' Deep	LF	\$1,600.00
S-55	Furnish & Install 72-Inch RCP Sewer Main	10' - 15' Deep	LF	\$2,100.00
Furnish & Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:				
S-56	0' - 4' FT Deep		EA	\$7,500.00
S-57	4' - 6' FT Deep		EA	\$8,200.00
S-58	6' - 8' FT Deep		EA	\$9,250.00
S-59	8' - 10' FT Deep		EA	\$11,600.00
S-60	10' - 12' FT Deep		EA	\$18,500.00
S-61	12' - 14' FT Deep		EA	\$22,000.00
S-62	14' - 16' FT Deep		EA	\$24,000.00
S-63	16' - 20' FT Deep		EA	\$30,000.00
Outfall Check Valves - includes pipe cleaning and installation for complete system				
S-64	15" WAPRO Check Valve		EA	\$12,100.00
S-65	18" WAPRO Check Valve		EA	\$15,000.00
S-66	24" WAPRO Check Valve		EA	\$20,500.00
S-67	36" WAPRO Check Valve		EA	\$36,400.00
S-68	42" WAPRO Check Valve		EA	\$51,400.00

S-69	48" WAPRO Check Valve		EA	\$83,500.00
S-70	54" WAPRO Check Valve		EA	\$100,100.00
S-71	60" WAPRO Check Valve		EA	\$154,200.00
S-72	66" WAPRO Check Valve		EA	\$190,000.00
S-73	72" WAPRO Check Valve		EA	\$240,000.00
MISCELLANEOUS				
S-74	STORM CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$800.00
S-75	STORM CREW B - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair 36" to 72" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$1,600.00
RESTORATION				
R-1	Removal and disposal of 6" thick concrete		SF	\$6.00
R-2	Furnish & Install 4" Concrete without wire		SF	\$9.50
R-3	Furnish & Install 6" Concrete without wire		SF	\$12.00
R-4	Furnish & Install ADA compliant detectable surface		EA	\$250.00
R-5	Furnish & Install FDOT Type "D" Curb - by hand		LF	\$30.00
R-6	Furnish & Install FDOT Type "D" Curb - by machine		LF	\$25.00
R-7	Furnish & Install FDOT Type "F" Curb - by hand		LF	\$38.00
R-8	Furnish & Install FDOT Type "F" Curb - by machine		LF	\$22.00
R-9	Furnish & Install FDOT Valley Gutter - by hand		LF	\$38.00
R-10	Furnish & Install FDOT Valley Gutter - by machine		LF	\$25.00
R-11	Furnish & Install Bahia Sod - up to 1000 SF		SF	\$0.70
R-12	Furnish & Install Bahia Sod - over 1000 SF		SF	\$0.55
R-13	Furnish & Install Floratam Sod - up to 1000 SF		SF	\$1.00
R-14	Furnish & Install Floratam Sod - over 1000 SF		SF	\$0.90
R-15	Furnish & Install FDOT seed & mulch mix		SY	\$0.25
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix		HR	\$100.00
R-17	Removal and Disposal of Existing Asphalt Pavement		SY	\$9.00
R-18	Mill Existing Pavement (3/4" - 1" avg)		SY	\$15.00
R-19	Furnish and Install Asphalt Overlay, Type S-III (3/4" - 1" avg)		SY	\$25.00
R-20	Furnish and Install 1-1/2" Type S-I Asphalt First Course		SY	\$45.00
R-21	Furnish and Install 1" Type S-III Surface Course		SY	\$40.00
R-22	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/PBC Right of Way		SY	\$80.00
R-23	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/PBC Right of Way		SY	\$100.00
R-24	FDOT Flowable Fill (Excavatable)		CY	\$250.00
R-25	Leak Repairs (structures) - Grouting		GAL	\$300.00
R-26	Ground Stabilization Grouting		CY	\$210.00
R-27	6" Limerock/ Crushed Concrete Base, primed		SY	\$20.00
R-28	8" Limerock/ Crushed Concrete Base, primed		SY	\$22.00
R-29	12" Compacted Subgrade, 98% T-180		SY	\$7.00
R-30	Adjust manhole ring and cover to grade		EA	\$500.00
R-31	Adjust valve box to grade		EA	\$100.00
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)		SF	\$8.00
CURED-IN-PLACE PIPE LINING*				
*Cured-in-place lining prices shall be inclusive of pre-video, cleaning, post-video and anything else for a complete installation in gravity sanitary or storm sewer				
L-1	Furnish and install 6"-12" diameter CIPP sectional liner, up to 6-ft in length		EA	\$4,200.00
L-2	Furnish and install 6"-12" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	\$160.00
L-3	Furnish and install 15"-18" diameter CIPP sectional liner, up to 6-ft in length		EA	\$5,700.00
L-4	Furnish and install 15"-18" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	\$220.00
L-5	Furnish and install 21" diameter CIPP sectional liner, up to 6-ft in length		EA	\$7,500.00
L-6	Furnish and install 21" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	\$250.00
L-7	Furnish and install 8" diameter CIPP liner	0-8' depth	LF	\$40.00
L-8	Furnish and install 8" diameter CIPP liner	8-12' depth	LF	\$40.00
L-9	Furnish and install 8" diameter CIPP liner	12'+ depth	LF	\$45.00
L-10	Furnish and install 10" diameter CIPP liner	0-8' depth	LF	\$42.00
L-11	Furnish and install 10" diameter CIPP liner	8-12' depth	LF	\$42.00
L-12	Furnish and install 10" diameter CIPP liner	12'+ depth	LF	\$45.00
L-13	Furnish and install 12" diameter CIPP liner	0-8' depth	LF	\$48.00
L-14	Furnish and install 12" diameter CIPP liner	8-12' depth	LF	\$48.00
L-15	Furnish and install 12" diameter CIPP liner	12'+ depth	LF	\$50.00
L-16	Furnish and install 15" diameter CIPP liner	0-8' depth	LF	\$55.00
L-17	Furnish and install 15" diameter CIPP liner	8-12' depth	LF	\$55.00
L-18	Furnish and install 15" diameter CIPP liner	12'+ depth	LF	\$61.00
L-19	Furnish and install 18" diameter CIPP liner	0-8' depth	LF	\$110.00
L-20	Furnish and install 18" diameter CIPP liner	8-12' depth	LF	\$110.00
L-21	Furnish and install 18" diameter CIPP liner	12'+ depth	LF	\$120.00
L-22	Furnish and install 20-21" diameter CIPP liner	0-8' depth	LF	\$120.00
L-23	Furnish and install 20-21" diameter CIPP liner	8-12' depth	LF	\$160.00
L-24	Furnish and install 20-21" diameter CIPP liner	12'+ depth	LF	\$160.00
L-25	Furnish and install 24" diameter CIPP liner	0-8' depth	LF	\$160.00
L-26	Furnish and install 24" diameter CIPP liner	8-12' depth	LF	\$165.00

L-27	Furnish and install 24" diameter CIPP liner	12'+ depth	LF	\$190.00
L-28	Furnish and install 30" diameter CIPP liner	0-8' depth	LF	\$190.00
L-29	Furnish and install 30" diameter CIPP liner	8-12' depth	LF	\$200.00
L-30	Furnish and install 30" diameter CIPP liner	12'+ depth	LF	\$210.00
L-31	Furnish and install 36" diameter CIPP liner	0-8' depth	LF	\$210.00
L-32	Furnish and install 36" diameter CIPP liner	8-12' depth	LF	\$210.00
L-33	Furnish and install 36" diameter CIPP liner	12'+ depth	LF	\$240.00
BY-PASS PUMP SET UP WITH BY-PASS PUMPING				
BP-1	Bypass 4" Pump Including setup and monitoring		DAY	\$2,000.00
BP-2	Bypass 6" Pump Including setup and monitoring		DAY	\$4,000.00
BP-3	Bypass 8" Pump Including setup and monitoring		DAY	\$6,000.00
BP-4	Bypass 10" Pump Including setup and monitoring		DAY	\$8,000.00
WELL POINT SYSTEM AND DE-WATERING				
WP-1	Well Point system up to 50 points complete with pump and jetting equipment, and Monitoring		DAY	\$3,500.00
WP-2	Well Point system with more than 50 points complete with pump and jetting equipment, and Monitoring		DAY	\$4,000.00
IMPORTED BACKFILL & REMOVAL OF IN-SITU MATERIAL				
BF-1	Removal & Disposal of unsuitable in-situ material/soil		CY	\$12.00
BF-2	Imported Backfill & Compaction		CY	\$12.00

FIRST AMENDMENT

1-1	Bypass Pumping 15" Gravity Sewer	EA	\$4,000.00
1-2	Manhole Rehabilitation	EA	\$4,200.00
1-3	Pavement Markings	LS	\$3,500.00

SECOND AMENDMENT

2-1	Manhole coating Strong Seal	SF	\$21.15
2-2	Pipe Cost Increase	LF	\$10.19
2-3	Fence Replacement	LF	\$42.00
2-4	Rock Stabilization	LD	\$800.00
2-5	2" Temporary watermain w/ services	EA	\$14,318.69

THIRD AMENDMENT

3-1	Brace Plates (3x24)	EA	\$85.00
3-2	Wall Anchors	EA	\$30.00
3-3	Valve Stem Bracket	EA	\$250.00

FOURTH AMENDMENT

4-1	Additional poly service beyond 50' long	LF	\$10.00
4-2	Remove and dispose of 4" thick concrete	SF	\$4.00
4-3	Water Service material escalations	LS	\$3,180.00
4-4	Asphalt escalations	SY	\$30.00
4-5	Concrete escalations	SF	\$8.00
4-6	Irrigation restoration	LS	\$4,000.00
4-7	Striping Restoration	LS	\$1,500.00
4-8	Landscape Restoration	EA	\$250.00
4-9	Preconstruction video	LS	\$1,500.00

Exhibit “2”
Additional Federal Clauses

1. “Domestic Preference for Procurements”

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

2. “Prohibition on Contracting for Covered Telecommunications Equipment or Services”

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit the Contractor from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

- ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
 - (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
 - (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

End of Additional Federal Clauses

**CONTRACTOR AGREEMENT
(EMERGENCY UTILITY REPAIRS FOR WATER, WASTEWATER AND STORMWATER)
WORK ORDER NO. 5**

THIS WORK ORDER for Emergency Utility Repairs for Water, Wastewater and Stormwater ("Work Order" hereafter) is made on the _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **B & B Underground Construction, INC.** a Florida corporation ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Emergency Utility Repairs for Water, Wastewater and Stormwater project generally described as: Murry Hills Water Service Line replacement project (the "Project"). ~~The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.~~

2.0 Scope

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

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **60 calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **75 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City five hundred dollars (\$500.00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a unit price, not to exceed amount of \$198,503.00 (One Hundred Ninety Eight Thousand Five Hundred and Three Dollars). The attached proposal identifies all costs and expenses included in the unit price, not to exceed amount.

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

5.0 Project Manager

The Project Manager for the Contractor is Felipe Lofaso, phone:561-249-0341; email: flofaso@bbuconst.com; and, the Project Manager for the City is Judith Love, phone:561-586-1719; email: jlove@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Contractor's Representations

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

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

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

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

7.4 Contractor has correlated the results of all such observations, examinations,

investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

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

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

9.0 Authorization

This Work Order is issued pursuant to the Emergency Utility Repairs for Water, Wastewater and Stormwater Contract between the City of Lake Worth Beach and the Contractor, dated July 10, 2020 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order 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, 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
422-7034-533.63-15

CONTRACTOR: **B & B Underground Construction INC.**

By: _____
[Signature]

Print Name: Stephen Decker

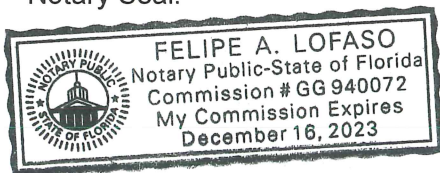
Title: President

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 13 day of March, 2023, by Stephen Decker, as the president (title), of **B & B Underground Construction INC.**, a Company which is authorized to do business in the State of Florida, and 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:



Notary Public Signature

Exhibit 1

CITY OF LAKE WORTH BEACH					
EMERGENCY UTILITY REPAIRS FOR WATER, WASTEWATER, AND STORM DRAINAGE					
MURRY HILLS - WATER SERVICE CONVERSIONS					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
GENERAL					
GC-2	Emergency Mobilization / Demobilization Costs for Utility Right of Way Repairs	1	LS	\$ 3,000.00	\$ 3,000.00
GC-8	MOT Residential Street	5	EA	\$ 350.00	\$ 1,750.00
W-1	Furnish and Install 4" C-900 DR18 PVC watermain	80	LF	\$ 78.00	\$ 6,240.00
W-37	6"x4" Tapping Sleeve w/ Valve and Valve box	1	EA	\$ 3,333.00	\$ 3,333.00
W-109	Long Single Service (up to 50' long)	5	EA	\$ 2,500.00	\$ 12,500.00
W-110	Long Double Service (up to 50' long)	30	EA	\$ 3,000.00	\$ 90,000.00
W-112	Additional services on long service meter bank	54	EA	\$ 700.00	\$ 37,800.00
R-2	Furnish and Install 4" concrete without wire	600	SF	\$ 6.00	\$ 3,600.00
R-13	Furnish and Install Floratam sod - up to 1,000SF	600	SF	\$ 1.00	\$ 600.00
R-17	Removal and Disposal of Existing Asphalt Pavement	100	SY	\$ 9.00	\$ 900.00
R-21	Furnish and Install 1" Type S-3 surface course	100	SY	\$ 40.00	\$ 4,000.00
R-28	8" Limerock / Crushed Concrete base, primed	100	SY	\$ 22.00	\$ 2,200.00
R-29	12" Compacted subgrade	100	SY	\$ 7.00	\$ 700.00
<u>ADDITIONAL ITEMS NOT IN CONTRACT</u>					
X	Additional poly service beyond 50' long	275	LF	\$ 10.00	\$ 2,750.00
X	Remove and dispose of 4" thick concrete	600	SF	\$ 4.00	\$ 2,400.00
X	Water Service material escalations	1	LS	\$ 3,180.00	\$ 3,180.00
X	Asphalt escalations	100	SY	\$ 30.00	\$ 3,000.00
X	Concrete escalations	600	SF	\$ 8.00	\$ 4,800.00
X	Irrigation Restoration	1	LS	\$ 4,000.00	\$ 4,000.00
X	Striping restoration	1	LS	\$ 1,500.00	\$ 1,500.00
X	Landscape restoration	35	EA	\$ 250.00	\$ 8,750.00
X	Preconstruction Video	1	LS	\$ 1,500.00	\$ 1,500.00
				TOTAL	\$ 198,503.00

B&B Underground Construction, Inc.



City of Lake Worth Beach
Emergency Utility Repairs for Murry Hills

Cost Tab

		Contractor:	B&B Underground Construction, Inc.	Johnson-Davis Incorporated	Hinterland
ITEM #	DESCRIPTION		Extended Cost	Extended Cost	Extended Cost
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way Repairs		\$ 3,000.00	\$ 3,000.00	NO BID
GC-8	MOT Residential Street		\$ 1,750.00	\$ 2,500.00	NO BID
GC-12	Density Test			\$ 4,500.00	NO BID
GC-13	Proctor Test			\$ 200.00	NO BID
W-1	Furnish and Install 4" C-900 DR18 PVC watermain		\$ 6,240.00		NO BID
W-2	4" CL350 Dip			\$ 2,160.00	NO BID
W-37	6"x4" Tapping Sleeve w/Valve and Valve Box (J&D Tap Assembly only)		\$ 3,333.00	\$ 4,000.00	NO BID
W-100	Sample Point			\$ 1,000.00	NO BID
W-106	Short Double Service			\$ 21,000.00	NO BID
W-109	Long Single Service (up to 50' long)		\$ 12,500.00		NO BID
W-110	Long Double Service (up to 50' long) (J&D Long Double Service)		\$ 90,000.00	\$ 40,000.00	NO BID
W-112	Additional services on long service meter bank		\$ 37,800.00		NO BID
W-118	Watermain Crew			\$ 36,540.00	NO BID
R-1	Remove and dispose of 6" Thick Concrete			\$ 2,700.00	NO BID
R-2	Furnish and Install 4" concrete without wire		\$ 3,600.00	\$ 4,860.00	NO BID
R-13	Furnish and install Floratam sod-up to 1,000sf		\$ 600.00	\$ 1,800.00	NO BID
R-16	Water Truck for Sod			\$ 400.00	NO BID
R-17	Removal and Disposal of Existing Asphalt Pavement		\$ 900.00	\$ 3,900.00	NO BID
R-20	Furnish and Install 1-1/2" Type S-1			\$ 30,420.00	NO BID
R-21	Furnish and Install 1" Type S-3 surface course		\$ 4,000.00		NO BID
R-27	6" Slime Rock			\$ 17,940.00	NO BID
R-28	8" Limerock w/Crushed Concrete base, primed (J&D Limerock only)		\$ 2,200.00	\$ 19,500.00	NO BID
R-29	12" Compacted subgrade		\$ 700.00	\$ 9,360.00	NO BID
					NO BID
X	Additional poly service beyond 50' long		\$ 2,750.00		NO BID
X	Remove and dispose of 4" thick concrete		\$ 2,400.00		NO BID
X	Water Service Material escalations		\$ 3,180.00		NO BID
X	Asphalt escalations		\$ 3,000.00		NO BID
X	Concrete escalations		\$ 4,800.00		NO BID
X	Irrigation Restoration		\$ 4,000.00		NO BID
X	Striping restoration		\$ 1,500.00		NO BID
X	Landscape restoration		\$ 8,750.00		NO BID
X	Preconstruction video		\$ 1,500.00		NO BID
					NO BID
		Total:	\$ 198,503.00	\$ 205,780.00	\$ -

STAFF REPORT UTILITY MEETING

AGENDA DATE: May 30, 2023

DEPARTMENT: Water Utilities

TITLE:

Agreement with Insituform Technologies, LLC for Gravity Sewer Lining Phase 1 Project

SUMMARY:

Agreement with Insituform Technologies, LLC for Gravity Sewer Lining Phase 1 Project for a total cost of \$1,349,203.36.

BACKGROUND AND JUSTIFICATION:

The City conducted an assessment of all 8-to12-inch gravity sewer mains in the local sewer service area. The mains were assessed according to the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) standards. The City has completed lining and repair of a small portion of the worst condition mains thus far. Once bond money was made available, the City prepared an Invitation for Bid #23-107 for installation of approximately 53,930 lineal feet (over 10 miles) of cured-in-place pipe lining in existing 8-inch vitrified clay gravity sewer mains. Work includes sewer main cleaning, pre- and post CCTV inspection and testing, point and sectional gravity main replacement and bypass pumping required for performing the works. Four proposals were received and reviewed by procurement and the water utility department. Insituform Technologies, LLC provided the lowest responsive, responsible bid. The project is scheduled to be completed in 270 days.

MOTION:

Move to approve/disapprove Agreement with Insituform Technologies, LLC for Gravity Sewer Lining Phase 1 Project for a total cost of \$1,349,203.36.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement
Bid Tab

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital		0	0	0	0
Current Appropriation	1,349,203.36	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Local Sewer
Division	Collection
GL Description	Other Contractual Services
GL Account Number	423-7231-535.63-15
Project Number	LS2201
Requested Funds	\$1,349,203.36

City of Lake Worth Beach
IFB#23-107
Gravity Sewer Lining Project, Phase 1

00500
AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____, by and between the **City of Lake Worth Beach** (hereinafter called Owner) and **Insituform Technologies, LLC** (hereinafter called Contractor).

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

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The installation of approximately 53,930 lineal feet of cured-in-place pipe lining in existing 8" vitrified clay gravity sewer main for the City of Lake Worth Beach Utilities. Work includes sewer main cleaning, pre- and post CCTV inspection and testing, point and sectional gravity main replacement, and bypass pumping required for the performing the works.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: City of Lake Worth Beach Gravity Sewer Lining Project Phase I.

ARTICLE 2. ENGINEER

The Project has been designed by **Holtz Consulting Engineers, Inc** who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed within 240 days from the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 270 days from the date when the Contract Time commences to run.

3.2 All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.3 LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a

penalty) Contractor shall pay Owner Five Hundred 00/100 dollars (\$ 500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.4 In the Owner's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

- A. For all Work other than Unit Price Work, a lump sum of: \$ _____ n/a _____.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

TOTAL OF ALL UNIT PRICES One Million Three Hundred Forty-Nine Thousand Two Hundred and Three Dollars and Thirty-Six Cents (\$ 1,349,203.36)

which is based on the unit price(s) in the Bid Form Unit Price Schedule.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 PROGRESS PAYMENTS. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract Documents.

- 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

95% of Work completed.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 98% of the Contract Price, less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

5.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, and settlement of all claims, including liquidated damages, if any, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.

ARTICLE 6. INTEREST.

6.1 All payments due and not made within the time prescribed by section 218.735, Florida Statutes, shall bear interest at the rate of 1 percent per month in accordance with section 218.735, Florida Statutes, as amended from time to time.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.

7.2 Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

7.3 Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

7.4 Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.

7.5 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent to the Site or otherwise may affect the cost,

progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.6 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent to the Site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.7 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

7.8 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.9 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

7.10 Contractor acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

7.11 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.12 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following:

8.1 This Agreement consisting of 11 pages.

8.2 Exhibits to this Agreement identified as:

- a. The Project Manual (pages 1 to 120, inclusive);
- b. Contractor's Bid (page 00300-1-13 inclusive);
- c. Permits (pages _____ to _____, inclusive);
- d. Other: _____

8.3 Performance Bond and Payment Bond consisting of 3 pages (plus Power of Attorney Forms as applicable).

8.4 Notice of Award and Notice to Proceed.

8.5 General Conditions consisting of 72 pages.

8.6 Supplementary Conditions consisting of 6 pages.

8.7 Bid documents as listed in the table of contents of the Project Manual.

8.8 Project Specifications not attached hereto but as listed in bidding document consisting of 120 pages (Division 1, 2 & Appendices).

8.9 Drawings not attached hereto but are listed in 00860 List of Drawings.

8.10 Addenda numbers 1 to 3, inclusive.

8.11 Contractor's Bid consisting of 76 pages.

8.12 Documentation submitted by Contractor prior to Notice of Award.

8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

8.14 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

8.15 Any other document attached hereto or incorporated herein by the Owner.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Governing Order of Contract Documents - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the contract.

1. Agreement
2. Addenda
3. Instructions to Bidders
4. Special Conditions

5. Supplementary Conditions
6. General Conditions
7. Technical Specifications
8. Details
9. City Standard Details
10. Drawings/Plans
11. Bid Form

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

ARTICLE 9. MISCELLANEOUS.

9.1 *Terms.* Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.2 *Assignment.* Unless expressly agreed to elsewhere in the Contract documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and assigns.* Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 *Public entity crimes.* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

AGREEMENT

00500-6

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

9.7 *Waiver.* Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 *Waiver of jury trial.* TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

9.9 *Independent Contractor.* The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 *Access and audits.* The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

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

9.12 *Public Records Law.* Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

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

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 OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

9.13 *Enforcement costs.* If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

9.14 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

9.15 *Assignment of warranties.* Contractor shall assign to Owner all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to Owner.

9.16 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.17 *Construction defects.* PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.18 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.19 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of this Agreement, the Owner may immediately terminate this Agreement upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

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

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all CONTRACTORS (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 Contractors' newly hired employees;
- b. Secure an affidavit from all CONTRACTORS (providing services or receiving funding under this Agreement) stating that the CONTRACTOR 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 CONTRACTOR affidavits for the duration of this Agreement and provide the same to the City upon request;
- d. Comply fully, and ensure all CONTRACTORS comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

9.21 *Scrutinized Companies.* 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.

- a) 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.
- b) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c) 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.
- d) 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.
- e) 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.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four parts. Two counterparts have been delivered to Owner, and one counterpart each to Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

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:

Insituform Technologies, LLC



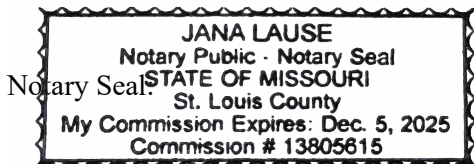
By: *Diane Partridge*

Print Name: Diane Partridge

Title: Contracting and Attesting Officer

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 25th day of April 2023, by Diane Partridge, as the Contracting and Attesting Officer [title] of Insituform Technologies, LLC [vendor's name], a Delaware Limited Liability Company [corporate description], who is personally known to me or who has produced Personally Known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



Jana Lause
Notary Public Signature



City of Lake Worth Beach
IFB 23-107 Gravity Sewer Lining Project Phase 1
Bid Tab

Base Bid Schedule				Inliner Solutions, LLC		Insituform Technologies, LLC		Man-Con Incorporated		Miller Pipeline, LLC	
Bid Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$28,500.00	\$28,500.00	\$67,505.96	\$67,505.96	\$177,349.00	\$177,349.00	\$47,022.15	\$47,022.15
2	8" Gravity Sewer Cleaning	19,560	LF	\$3.50	\$68,460.00	\$3.00	\$58,680.00	\$4.80	\$93,888.00	\$2.85	\$55,746.00
3	Mechanical Root or Grease Removal	1,000	LF	\$6.00	\$6,000.00	\$4.43	\$4,430.00	\$11.95	\$11,950.00	\$4.40	\$4,400.00
4	Mechanical Tuberculation Removal for CIP/DIP	50	LF	\$27.00	\$1,350.00	\$27.68	\$1,384.00	\$11.95	\$597.50	\$22.50	\$1,125.00
5	Protruding Tap Removal	100	EA	\$420.00	\$42,000.00	\$221.40	\$22,140.00	\$478.00	\$47,800.00	\$356.25	\$35,625.00
6	8" Gravity Sewer CIPP Lining	19,560	LF	\$46.00	\$899,760.00	\$32.50	\$635,700.00	\$48.00	\$938,880.00	\$33.60	\$657,216.00
7	Reinstate Sanitary Sewer Laterals	660	EA	\$585.00	\$386,100.00	\$544.49	\$359,363.40	\$597.50	\$394,350.00	\$617.00	\$407,220.00
8	Owner's Allowance	1	LS	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
				Bid Lump Sum:	\$1,632,170.00		\$1,349,203.36		\$1,864,814.50		\$1,408,354.15
Unit Price Schedule for additional items:				Inliner Solutions, LLC		Insituform Technologies, LLC		Man-Con Incorporated		Miller Pipeline, LLC	
Bid Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1A	Point Repair – 8" Gravity Main 3-6 ft deep and up to 5 LF long	2	EA	\$29,000.00	\$58,000.00	\$14,705.88	\$29,411.76	\$28,948.00	\$57,896.00	\$21,057.50	\$42,115.00
2A	Point Repair – 8" Gravity Main 3-6 ft deep and 5-10 LF long	2	EA	\$29,000.00	\$58,000.00	\$17,068.82	\$34,137.64	\$36,041.00	\$72,082.00	\$21,057.50	\$42,115.00
3A	Point Repair – 8" Gravity Main 3-6 ft deep and 10-15 LF long	1	EA	\$30,000.00	\$30,000.00	\$19,882.35	\$19,882.35	\$43,445.00	\$43,445.00	\$21,687.50	\$21,687.50
4A	Point Repair – 8" Gravity Main 3-6 ft deep and 15-20 LF long	1	EA	\$30,000.00	\$30,000.00	\$24,705.88	\$24,705.88	\$57,720.00	\$57,720.00	\$21,687.50	\$21,687.50
5A	Point Repair – 8" Gravity Main 6-9 ft deep and up to 5 LF long	2	EA	\$59,000.00	\$118,000.00	\$27,068.82	\$54,137.64	\$42,405.00	\$84,810.00	\$42,301.25	\$84,602.50
6A	Point Repair – 8" Gravity Main 6-9 ft deep and 5-10 LF long	2	EA	\$57,000.00	\$114,000.00	\$30,000.00	\$60,000.00	\$49,500.00	\$99,000.00	\$42,301.25	\$84,602.50
7A	Point Repair – 8" Gravity Main 6-9 ft deep and 10-15 LF long	1	EA	\$60,000.00	\$60,000.00	\$34,117.65	\$34,117.65	\$56,903.00	\$56,903.00	\$44,526.25	\$44,526.25
8A	Point Repair – 8" Gravity Main 6-9 ft deep and 15-20 LF long	1	EA	\$60,000.00	\$60,000.00	\$39,411.76	\$39,411.76	\$71,179.00	\$71,179.00	\$44,526.25	\$44,526.25
9A	Point Repair – 8" Gravity Main 9-12 ft deep and up to 5 LF long	2	EA	\$90,000.00	\$180,000.00	\$41,176.47	\$82,352.94	\$75,000.00	\$150,000.00	\$66,900.00	\$133,800.00
10A	Point Repair – 8" Gravity Main 9-12 ft deep and 5-10 LF long	2	EA	\$90,000.00	\$180,000.00	\$45,882.35	\$91,764.70	\$75,000.00	\$150,000.00	\$66,900.00	\$133,800.00
11A	Point Repair – 8" Gravity Main 9-12 ft deep and 10-15 LF long	1	EA	\$91,000.00	\$91,000.00	\$50,588.24	\$50,588.24	\$75,000.00	\$75,000.00	\$67,528.75	\$67,528.75
12A	Point Repair – 8" Gravity Main 9-12 ft deep and 15-20 LF long	1	EA	\$91,000.00	\$91,000.00	\$56,470.59	\$56,470.59	\$75,000.00	\$75,000.00	\$67,528.75	\$67,528.75
13A	Point Repair – 8" Gravity Main 12-15 ft deep and up to 5 LF long	2	EA	\$112,000.00	\$224,000.00	\$58,823.53	\$117,647.06	\$90,000.00	\$180,000.00	\$83,053.75	\$166,107.50
14A	Point Repair – 8" Gravity Main 12-15 ft deep and 5-10 LF long	2	EA	\$112,000.00	\$224,000.00	\$63,529.41	\$127,058.82	\$90,000.00	\$180,000.00	\$83,053.75	\$166,107.50
15A	Point Repair – 8" Gravity Main 12-15 ft deep and 10-15 LF long	1	EA	\$113,000.00	\$113,000.00	\$68,235.49	\$68,235.49	\$90,000.00	\$90,000.00	\$83,682.50	\$83,682.50
16A	Point Repair – 8" Gravity Main 12-15 ft deep and 15-20 LF long	1	EA	\$113,000.00	\$113,000.00	\$72,941.18	\$72,941.18	\$90,000.00	\$90,000.00	\$83,682.50	\$83,682.50
Bid Bond				Submitted		Submitted		Submitted		Submitted	
Bid Form 00300-1 to 00300-4				Submitted		Submitted		Submitted		Submitted	
Unit Price Schedule Bid Form 00300-5 to 00300-7				Submitted		Submitted		Submitted		Submitted	
Trench Safety Affidavit Bid Form 00300-8				Submitted		Submitted		Submitted		Submitted	
Schedule of Major Subcontractors Bid Form 00300-9				Submitted		Submitted		Submitted		Submitted	
Schedule of Major Equipment and Materials Bid Form 00300-10				Submitted		Submitted		Submitted		Submitted	
Sworn Statement Under Section 287.133(3)(a), Florida Statutes, Bid Form 00300-11 to 00300-12				Submitted		Submitted		Submitted		Submitted	
Drug Free Workplace Bid Form 00300-13				Submitted		Submitted		Submitted		Submitted	
Veteran Business Enterprise, Small Business, and Local Business Preference Bid Firm 00300-14				N/A		N/A		N/A		N/A	
Bidder's Qualification Questionnaire 00310-1 to 00310-6				Submitted		Submitted		Submitted		Submitted	
Campaign Contribution Statement 00850-1 to 00850-2				Submitted		Submitted		Submitted		Submitted	
Scrutinized Companies Certification Form 00851				Submitted		Submitted		Submitted		Submitted	
Project Milestone/Work Schedule				Submitted		Submitted		Submitted		Submitted	
Comments						The total has been corrected to match submitted bid for additional items price sheet.					
Bid Compliance				Compliant		Compliant		Compliant		Compliant	

STAFF REPORT UTILITY MEETING

AGENDA DATE: May 30, 2023

DEPARTMENT: Electric Utility

TITLE:

Continuing Contracts for Professional Services for Energy Management and Engineering Services

SUMMARY:

Continuing Contracts for Professional Services for Energy Management and Engineering services with Power Engineers, Inc. and Kiewit Engineering Group, consistent with Florida's Consultants' Competitive Negotiations Act (CCNA)

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach has a requirement for professional consulting firms to provide civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, energy management and engineering services. The services consist of engineering studies, reports, design and construction phase services for capital improvements projects and other needs within the municipal limits of the City of Lake Worth Beach and the water and electric utility service areas. The City desires to establish "continuing contracts" with a manageable number of firms for each engineering category, with the intent of affording the City a diverse consultant base, and to facilitate the issuance of engagements for studies, design, engineering, construction inspection and other services across a range of CCNA disciplines.

The City issued Request for Qualifications RFQ#23-300 to acquire select professional services for the City consistent with the Florida's Consultants' Competitive Negotiations Act (CCNA) (section 287.055, Florida Statutes). The RFQ included seven different engineering service categories: Architecture, Civil Engineering for Water and Transportation; Geotechnical, Hydrogeological Sciences, Surveying and Energy Management and Engineering Services. It is the intent of the City to award multiple non-exclusive agreements for the initial period of three years with the possibility to extend the agreements for three additional one-year terms.

The City received 60 qualifications from interested firms across all categories.

The City assembled Evaluation Committees comprised of City staff for each of the seven categories that met publicly to evaluate received qualifications. The first step of the evaluations included shortlisting of the firms based on the personnel availability, capability, experience and skill, firm's past performance, client management, past terminations and litigations and evidence of veteran business enterprise, small business and local business preference. Shortlisted firms were invited to prepare presentations at the final evaluation meeting. Evaluation Committees evaluated shortlisted firms after their presentations based on firm's ability of professional personnel, evidence of successful past performance for similar projects, recent and current workload and location/convenience to City staff and recommended the awards for each of the categories.

For the Energy Management and Engineering services category, the City received 11 qualification submittals. The Evaluation Committee shortlisted eight firms for presentations and in the final evaluation meeting recommended award to all eight firms: BHI Engineering, Inc., Power Engineers, Inc., Kiewit Engineering Group, Inc., TEAMWORKnet, Inc., Enercon Services, Inc., Chen Moore & Associates, Inc., RMC Technologies, Inc. and nFront Consulting, LLC. City staff negotiated rates and terms with each of the recommended firms. Agreements with BHI Engineering, Inc., TEAMWORKnet, Inc., Enercon

Services, Inc., Chen Moore & Associates, Inc., RMC Technologies, Inc. and nFront Consulting, LLC were approved by the City Commission on March 28, 2023 meeting.

MOTION:

Move to approve/disapprove the Agreements for Continuing Contracts for professional services for Energy Management and Engineering services with Power Engineers, Inc. and Kiewit Engineering Group.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

Shortlist Results Energy Management and Engineering services

Final Results Energy Management and Engineering services

Power Engineers, Inc. Agreement

Kiewit Engineering Group Agreement



RFQ#23-300 Continuing Contracts for Professional Services

Evaluation Committee Meeting – Shortlisting Results Energy Management & Engineering Services

The following firms have been shortlisted by the Evaluation Committee to proceed to presentation meeting:

COMPANY	TOTAL	RANK
Enercon Services, Inc	375	1
POWER Engineers, Inc.	375	1
RMC Technologies, Inc.	369	3
TEAMWORKnet, Inc.	367	4
Chen Moore & Associates, Inc.	360	5
Kiewit Engineering Group, Inc.	355	6
BHI Engineering, Inc.	342	7

Additional firm invited to provide presentation on part of their qualifications relating to utility studies and system modelling, analytics and other energy services only.

1. NFRONT

Attachments:

Evaluation Sheet for RFQ # 23-300 Continuing Contracts for Professional Services (CCNA) Energy Management & Engineering Services

City of Lake Worth Beach
Evaluation Matrix - Shortlisting

RFQ # 23-300 Continuing Contracts for Professional Services (CCNA) Energy Management & Engineering Services

RANKED:		7	5	8	1	10	6	9	1	3	11	4	
Shortlist Evaluation Criteria Score Sheet:		BHI	CMA	CMY	ENERCON	FERREIRA	KIEWIT	NFRONT	POWER ENGINEERS	RCM	SEC	TEAMWORKNET	
Weight													
1	Evidence of personnel availability, capability, experience and skill	35	122	112	105	135	90	125	80	140	140	80	120
2	Successful past performance for similar projects & accountability	35	130	130	113	140	103	135	100	135	129	85	127
3	Client Management and Project Staffing Plan	20	70	78	78	80	57	75	75	80	80	57	80
4	Terminations and/or litigation(if statement not provided – 0 points)	5	20	20	20	20	20	20	20	20	20	20	20
5	Evidence of veteran business enterprise, small business or local business preference (documents must be provided to claim preference) Completed & verified by Purchasing Division	5	0	20	0	0	0	0	0	0	0	20	20
Total Points Received:		342	360	316	375	270	355	275	375	369	262	367	
Exhibit "B" - Respondent Information Form		submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted
Exhibit "C" - Drug Free Workplace Form		submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted
Exhibit "D" - References		submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted
Exhibit "E" - Campaign Contribution Statement		submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted
Exhibit "F" - Scrutinized Companies Certification		submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted
Exhibit "G" - Veteran Bus. Enterprise, Small Bus. Local Bus. Preference default, termination, litigation statement		no, didn't meet LWB requirement*	yes/small business	n/a	n/a	n/a	no, didn't meet LWB requirement*	n/a	n/a	n/a	n/a	yes/small business	yes/small business
		submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted	submitted
		*West Palm Beach address					*Juno Beach Address						

City of Lake Worth Beach
Final Evaluation Matrix - Oral Presentations

RFQ # 23-300 Continuing Contracts for Professional Services (CCNA) - Energy Management & Professional Services

RANKED:

5

1

7

4

6

3

1

Oral Presentation Evaluation Criteria Score Sheet:		Enercon Services	Power Engineers	RMC Technologies	Teamworknet	Chen Moore & Associates	Kiewit Engineering Group	BHI Engineering
	Weight							
1	Ability of professional personnel	130	138	135	132	138	135	131
2	Evidence of successful past performance for similar projects	133	138	138	134	138	134	140
3	Recent, current workload	60	60	51	60	50	60	60
4	Location/Convenience to City staff	60	55	26	60	45	60	60
Total Points Received:		383	391	350	386	371	389	391

CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFO#23-300

(Energy Management & Engineering Services)

THIS CONTINUING PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Power Engineers, Inc.**, an Idaho Corporation registered to do business in the State of Florida (“CONSULTANT”).

RECITALS

WHEREAS, the City issued Request for Qualifications (No. 23-300) for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, transportation and mobility planning, energy management and engineering services, construction management and project management and related professional services in accordance with the Consultants’ Competitive Negotiations Act, section 287.055, Florida Statutes (“RFQ”); and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ; and

WHEREAS, the City desires to award the RFQ to the CONSULTANT based on CONSULTANT’s qualifications and experience to provide Energy Management & Engineering Services; and

WHEREAS, the CONSULTANT has significant experience in assisting municipal organizations in providing engineering services; and

WHEREAS, this Agreement may be funded, in whole or in part, by the Federal agencies, in which case, the CONSULTANT agrees that any services performed pursuant to the RFQ and this Agreement will comply with all applicable Federal law, Federal regulations, executive orders, FEMA policies, procedures, and directives and special clauses as provided for in **Exhibit “C”**; and

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

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

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the CONSULTANT agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement by reference and acknowledged as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. The City has awarded the CONSULTANT the non-exclusive right to provide the City with Energy Management & Engineering Services (“services”).

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that CONSULTANT will act hereunder as an independent contractor and none of the CONSULTANT’s, officers, directors, employees, independent contractors, representatives or agents performing services for CONSULTANT pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and CONSULTANT is that of independent contractors, and

neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

(a) Term. This non-exclusive Agreement shall become effective upon approval by the City Commission and execution by the City, and shall have an initial term of three (3) years with three (3) optional, one (1) year renewals. The City Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the City Commission. Notwithstanding the foregoing, this Agreement may be terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

(b) Time for Completion. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the mutually agreed upon project schedule set forth in the negotiated Task Order.

(c) Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, regulations, epidemic or pandemic. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible. Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

(d) Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

(e) Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have five (5) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within five (5) days, then this Agreement shall terminate at the end of the five (5) day period without further notice or demand.

(f) Early Termination. If this Agreement is terminated before the completion of all services by either party, the CONSULTANT shall:

1. Stop services on the date and to the extent specified including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

(g) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify CONSULTANT of such occurrence and either the City or CONSULTANT may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay CONSULTANT for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

(a) Fee Schedule. The fee schedule attached as **Exhibit "B"** shall remain firm for the first three (3) years of this Agreement. After the first three (3) years, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved amendment signed by the City Manager. The fee schedule shall be the basis for all fees proposed by the CONSULTANT and in any approved task order.

(b) Task Order(s). This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services identified herein. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the CONSULTANT's currently hourly fee set forth in the CONSULTANT's proposal and attached hereto as **Exhibit "B"**. If a sub-consultant(s) is to be utilized for services under a task order, the CONSULTANT shall obtain a written proposal from the sub-consultant(s) and attach the same with to the CONSULTANT's proposal submitted to the City. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the City Manager (if within her purchasing authority of \$50,000 or less) or the City Commission. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City or upon the CONSULTANT's receipt of a fully executed task order for the services. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

(c) Invoices. Unless otherwise agreed in an issued Task Order, the CONSULTANT shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will be paid within thirty (30) days following the City's receipt of the CONSULTANT's invoice.

(d) Reimbursable Expenses. The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for

travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112.061, Florida Statutes.

(e) Direct Project Expenses. Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

(f) Additional Services. If the City seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of an Amendment prior to said services being provided.

(g) Status Report. The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format may be provided by City or CONSULTANT for each approved task order).

(h) Fiscal Non-funding. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the CONSULTANT prior to such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City. The CONSULTANT will be paid for all services rendered through the date of termination.

SECTION 6: TERMS OF PERFORMANCE

(a) Starting Work. The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City or upon the CONSULTANT's receipt of an approved Task Order for the services.

(b) Ownership of Documents. The drawings, specifications, calculations, supporting documents, or other work products which are prepared for the City by the CONSULTANT under this Agreement, a City issued Task Order, or amendments thereto ("Work Product"), shall be and shall become the property of the City upon delivery or completion by the CONSULTANT or receipt of payment from the City for the same. The City shall not gain ownership of any intellectual property of CONSULTANT that was used to create deliverables in a Task Order or as otherwise specified under this Agreement. The CONSULTANT may keep copies or samples thereof and shall have the right to use such Work Product. The City accepts sole responsibility for its reuse of any Work Product in a manner other than as initially intended under this Agreement or any approved Task Order, or for any use of incomplete Work Product unless prior written approval is obtained from the CONSULTANT.

(c) Accounting Records. The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

(d) Approval of Changes. The City, through the City Manager and CONSULTANT must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work

previously ordered, or changes in time of performance. If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects the Agreement or the Agreement Documents, and CONSULTANT reasonably believes in good faith that the change will have a substantial adverse effect on CONSULTANT's rights or obligations under the Agreement or the Agreement Documents, then CONSULTANT may, upon written notice with documentation supporting the change and anticipated substantial adverse effect, request an adjustment in the CONSULTANT's obligations, compensation, schedule, or other term of the Agreement, subject to mutual negotiation between CONSULTANT and the City. If the parties are unable to reach an agreement concerning such an adjustment within thirty (30) days after the date of the notice seeking renegotiation, then the parties shall seek to resolve the issue in accordance with Section 16 of the Agreement.

(e) Authorized Representative. Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or designee.

(f) Design/Construction Phase Services. Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City, which shall be provided to CONSULTANT prior to the commencement of CONSULTANT's services under this Agreement or an approved task order. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

(g) Personnel. The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

(h) Conflict of Interest. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a

conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

(i) News Releases / Publicity. The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the services hereunder without prior written City approval.

SECTION 8: CITY'S RESPONSIBILITIES

(a) Service of Others. The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the Project.

(b) Examine Work of the Consultant. Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

SECTION 9: SUSPENSION BY CITY FOR CONVENIENCE. The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property. Notwithstanding the foregoing, if such period of time exceeds ninety (90) days, then CONSULTANT shall have the right to terminate this Agreement without cause.

SECTION 10: INDEMNIFICATION. The CONSULTANT shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the CONSULTANT, its officers, directors, employees, and representatives, employed or utilized by the CONSULTANT in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. 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 the CONSULTANT, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

A. WAIVER OF CONSEQUENTIAL DAMAGES: Neither the CONSULTANT nor the City nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages

may be foreseeable.

B. LIMITATION OF LIABILITY: For each proposed Task Order under this Agreement, the CONSULTANT may propose a limitation of liability provision based on the proposed services to be performed under the Task Order. The City will review the proposed limitation of liability provision and agree to accept, modify or reject the same in its sole discretion. If the City rejects the proposed limitation of liability provision of the City and CONSULTANT cannot agree on a modified provision, the City will have no obligation to approve the proposed Task Order and may request the same services from another firm,

SECTION 11: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 12: SUB-CONSULTANTS. The City reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and approve all qualifications of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. All subconsultants providing professional services to the CONSULTANT under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement for the CONSULTANT. In the event that a subconsultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the CONSULTANT shall indemnify and hold harmless the City for any claim in excess of the subconsultant's insurance coverage, arising out of the negligent acts, errors or omissions of the subconsultant. Nothing contained herein shall create any contractual relationship between any subconsultant and the City.

SECTION 13: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The CONSULTANT is not authorized to use the City's Tax Exemption Number.

SECTION 14: INSURANCE. Prior to commencing any services, the CONSULTANT shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the CONSULTANT. All such insurance policies may not be modified or terminated without the express written authorization of the City.

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

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

Additional Insured status shall be provided pursuant and subject to ISO Form CG 20 10 12 19 (ongoing operations) and, if applicable, CG 20 37 12 19 (completed operations), or equivalent forms for coverages other than Commercial General Liability, to the extent that the loss or claim in question is caused by the CONSULTANT's negligence in its operations in and during the performance of the services, and to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by CONSULTANT under this Agreement, it being the express intent and understanding of the Parties that, up to specified limits, additional insured status is provided hereunder as a support to performance of CONSULTANT's expressly assumed, covered indemnity obligations hereunder.

SECTION 15: SUCCESSORS AND ASSIGNS. The City and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 16: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Venue for any and all legal action necessary to enforce the Agreement or disputes arising out of the Agreement will be held exclusively in Palm Beach County, Florida. 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.

SECTION 17: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 18: NONDISCRIMINATION. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 19: AUTHORITY TO PRACTICE. The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 20: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 21: PUBLIC ENTITY CRIMES. CONSULTANT 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 subcontractor 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. The CONSULTANT will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

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

and if sent to the CONSULTANT, shall be sent to:

POWER Engineers, Inc.
Attn: Ivette Sanchez, Project Manager
1060 Maitland Center Commons
Suite 110
Orlando, FL 32751

POWER Engineers, Inc.
Attn: Eric Schultz, Senior Project Manager/Regional Manager
16041 Foster
Overland Park, KS 66085

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 23: ENTIRETY OF AGREEMENT AND CONTROLLING PROVISIONS. This Agreement consists of the terms and conditions set forth in this Agreement (inclusive of all exhibits hereto) and any City issued Task Orders. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement (inclusive of all exhibits hereto) and a City issued Task Order, the terms and conditions of this Agreement shall prevail with the City issued Task Order 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. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 24: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services. Further, CONSULTANT shall have the right to enter into agreements with third parties to perform services not contemplated by this Agreement or which do not conflict with the services provided under this Agreement or any approved task order.

SECTION 26: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the CONSULTANT to terminate for cause.

SECTION 27: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Agreement is executed by the City.

SECTION 28: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 29: SURVIVABILITY. 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.

SECTION 30: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically or digitally, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 31: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the CONSULTANT, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the CONSULTANT for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 36: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 37: SCRUTINIZED COMPANIES.

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

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

(c) The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) The CONSULTANT agrees that the certifications in this section shall be effective and relied upon

IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Professional Services Agreement for Energy Management & Engineering Services as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

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: POWER ENGINEERS, INC.

[Corporate Seal]

By:  Jay Keeling, P.E.
VP, PM Division Manager
POWER Engineers, Inc
2023.04.03 16:51:28-06'00'

STATE OF Florida)
COUNTY OF Orange)

Jay Keeling, VP, Project Management Division Manager
April 3, 2023

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 3 day of April, 2023, by **Power Engineers, Inc.**, an Idaho 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.



Notary Public Signature

Notary Seal:



EXHIBIT "A"
(Sample Task Order)

Note: Task Order Number will be issued by the City, leave the line number empty.

TASK ORDER No. _____

**CONTINUING PROFESSIONAL SERVICES
(Energy Management & Engineering Services)**

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 **Power Engineers, 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 _____ and services are generally described as: _____ (the “Project”).

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach _____ with Energy Management & Engineering Services for the Project as specified in the **CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit “1”**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ 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 _____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is _____, phone (_____; email:_____; and, the Project Manager for the City is _____, phone:_____; email:_____.

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 CONSULTANT may propose a limitation of liability provision which the City reserves the right to accept, modify or reject in its sole discretion. If modified, the City and Consultant must agree to the modifies provision. See Section 10.

8.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Energy Management & Engineering Services) based on RFQ#23-300 between the City of Lake Worth and the CONSULTANT, dated _____ (“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. _____ 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: **POWER ENGINEERS, INC.**

By: **DO NOT SIGN – SAMPLE ONLY**

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____, 2023, by **Power Engineers, Inc.**, an Idaho 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.

Notary Public Signature

Notary Seal:

Exhibit "B" Consultant's Rate Schedule

POWER ENGINEERS, INC.

Page 1

This standard Schedule of Charges is for professional services.

PERSONNEL CLASSIFICATION

President	\$250.00/hr.
Executive Vice President	
Senior Project Manager IV	
Project Manager Director	\$250.00/hr.
Senior Project Manager III	
Senior Project Manager II	\$250.00/hr.
Senior Program Manager II	
Senior Project Manager I	\$250.00/hr.
Senior Program Manager I	
Senior Project Engineer III	
Strategic Consultant III	
Project Manager III	\$234.00/hr.
Project Lead IV	
Construction Manager III	
Senior Project Engineer II	
Strategic Consultant II	
Senior Consultant III	
Project Manager II	\$210.00/hr.
Project Lead III	
Strategic Consultant I	
Senior Consultant II	
Project Engineer III	
Construction Manager II	
Senior Project Engineer I	
Engineer V	
Project Manager I	\$181.00/hr.
Project Lead II	
Construction Manager I	
Environmental Specialist IV	
Project Engineer II	
Engineer IV	
Designer V	
Project Administrator III	
Senior Consultant I	
Consultant III	
Project Lead I	\$169.00/hr.
Project Engineer I	
Engineer III	
Designer IV	
Environmental Specialist III	
Procurement Specialist III	
Scheduling Specialist III	
Project Administrator II	
Consultant II	
Engineer II	\$157.00/hr.
Designer III	
Technician IV	
Environmental Specialist II	
Procurement Specialist II	
Scheduling Specialist II	
Project Administrator I	
Consultant I	
Engineer I	\$144.00/hr.
Designer II	
Technician III	
Environmental Specialist I	
Procurement Specialist I	
Field Representative IV	
Scheduling Specialist I	
Project Managers Assistant III	
Designer I	\$129.00/hr.
Drafter III	
Technician II	
Administrative Assistant I	
Field Representative III	
Staff Assistant II	
Project Managers Assistant II	
Drafter II	\$106.00/hr.
Staff Assistant	
Field Representative II	
Project Managers Assistant I	
Drafter I	\$85.00/hr.
General Office Assistant	
Field Representative I	

Exhibit "C"

Federal Contract Provisions

The Consultant hereby agrees that the following terms, at a minimum, will be incorporated into any subsequent contract resulting from this RFQ, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act

- (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Consultant agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

- (1) The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Consultant agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of

Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

- (i) In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- (ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (iii) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records.

- (1) The Consultant agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Consultant agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DOJ pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Consultant acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant’s actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Consultant intends to subcontract any portion of the work covered by this Contract, the Consultant must take all necessary affirmative steps to assure that small and minority businesses, women’s business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

(1) As appropriate and to the extent consistent with law, the Consultant should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(2) For purposes of this section:

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Consultant is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Consultant is required to confirm that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

- 1) By signing this Certification, the Consultant, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a Consultant to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that

the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Signature of Consultant's Authorized Official

Jay Keeling, VP, Project Management Division Manager

Name and Title of Consultant's Authorized Official

April 3, 2023

Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Jay Keeling, VP, Project Management Division Manager

Name and Title of Consultant's Authorized Official

April 3, 2023

Date

CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFO#23-300

(Energy Management & Engineering Services)

THIS CONTINUING PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Kiewit Engineering Group, Inc.**, a Delaware Corporation registered to do business in the State of Florida (“CONSULTANT”).

RECITALS

WHEREAS, the City issued Request for Qualifications (No. 23-300) for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, transportation and mobility planning, energy management and engineering services, construction management and project management and related professional services in accordance with the Consultants’ Competitive Negotiations Act, section 287.055, Florida Statutes (“RFQ”); and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ; and

WHEREAS, the City desires to award the RFQ to the CONSULTANT based on CONSULTANT’s qualifications and experience to provide Energy Management & Engineering Services; and

WHEREAS, the CONSULTANT has significant experience in assisting municipal organizations in providing engineering services; and

WHEREAS, this Agreement may be funded, in whole or in part, by the Federal agencies, in which case, the CONSULTANT agrees that any services performed pursuant to the RFQ and this Agreement will comply with all applicable Federal law, Federal regulations, executive orders, FEMA policies, procedures, and directives and special clauses as provided for in **Exhibit “C”**; and

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

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

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the CONSULTANT agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement by reference and acknowledged as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. The City has awarded the CONSULTANT the non-exclusive right to provide the City with Energy Management & Engineering Services (“services”).

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that CONSULTANT will act hereunder as an independent contractor and none of the CONSULTANT’s, officers, directors, employees, independent contractors, representatives or agents performing services for CONSULTANT pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and CONSULTANT is that of independent contractors, and

neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

(a) Term. This non-exclusive Agreement shall become effective upon approval by the City Commission and execution by the City, and shall have an initial term of three (3) years with three (3) optional, one (1) year renewals. The City Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the City Commission. Notwithstanding the foregoing, this Agreement may be terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

(b) Time for Completion. Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth by the City.

(c) Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, regulations, epidemic or pandemic. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible. Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

(d) Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

(e) Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to commence to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

(f) Early Termination. If this Agreement is terminated before the completion of all services by either party, the CONSULTANT shall:

1. Stop services on the date and to the extent specified including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

(g) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify CONSULTANT of such occurrence and either the City or CONSULTANT may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay CONSULTANT for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

(a) Fee Schedule. The fee schedule attached as **Exhibit "B"** shall remain firm for the first three (3) years of this Agreement. After the first three (3) years, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved amendment signed by the City Manager. The fee schedule shall be the basis for all fees proposed by the CONSULTANT and in any approved task order. Notwithstanding anything in the Agreement to the contrary, CONSULTANT may submit a written request for an equitable adjustment of the fees or other compensation payable by the City to CONSULTANT if, after the date of this Agreement, there is a change in applicable laws increasing the amount of taxes (excluding taxes based on net income or equity), tariffs, levies, customs, or duties directly payable by CONSULTANT under the Agreement or any applicable task order. The written request must include supporting documentation for the equitable adjustment and provide sufficient detail for the City's consideration. The City shall consider the written request and if the documentation provided establishes that the CONSULTANT is entitled to the equitable adjustment, the City may approve the equitable adjustment subject to the City's annual budgeting limitations.

(b) Task Order(s). This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services identified herein. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the CONSULTANT's currently hourly fee set forth in the CONSULTANT's proposal and attached hereto as **Exhibit "B"**. If a sub-consultant(s) is to be utilized for services under a task order, the CONSULTANT shall obtain a written proposal from the sub-consultant(s) and attach the same with to the CONSULTANT's proposal submitted to the City. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the City Manager (if within her purchasing authority of \$50,000 or less) or the City Commission. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City or upon the CONSULTANT's receipt of a fully executed task order for the services. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

(c) Invoices. Unless otherwise agreed in an issued Task Order, the CONSULTANT shall

render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will be paid within thirty (30) days following the City's receipt of the CONSULTANT's invoice.

(d) Reimbursable Expenses. The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112.061, Florida Statutes.

(e) Direct Project Expenses. Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

(f) Additional Services. If the City seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of an Amendment prior to said services being provided.

(g) Status Report. The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format may be provided by City or CONSULTANT for each approved task order).

(h) Fiscal Non-funding. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the CONSULTANT of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City. The CONSULTANT will be paid for all services rendered through the date of termination.

SECTION 6: TERMS OF PERFORMANCE

(a) Starting Work. The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City or upon the CONSULTANT's receipt of an approved Task Order for the services.

(b) Ownership of Documents. The drawings, specifications, calculations, supporting documents, or other work products which are prepared for the City by the CONSULTANT under this Agreement, a City issued Task Order, or amendments thereto ("Work Product"), shall be and shall become the property of the City upon delivery or completion by the CONSULTANT or receipt of payment from the City for the same. The CONSULTANT may keep copies or samples thereof and shall have a royalty-free, non-exclusive license to use such Work Product. The City accepts sole responsibility for its reuse of any Work Product in a manner other than as initially intended, or for any use of incomplete Work Product unless prior written approval is obtained from the CONSULTANT.

(c) Accounting Records. The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this

Agreement shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Notwithstanding the foregoing, the City shall not be entitled to audit any records of the CONSULTANT which reveal individual pricing components, multipliers, or other unit pricing of the CONSULTANT's hourly rates charged to the City under this Agreement. Backup documentation for out-of-pocket expenses exceeding Twenty-Five Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

(d) Approval of Changes. The City, through the City Manager must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

(e) Authorized Representative. Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or designee.

(f) Design/Construction Phase Services. Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

(g) Personnel. The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

(h) Conflict of Interest. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said

performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

(i) News Releases / Publicity. The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the services hereunder without prior written City approval.

SECTION 8: CITY'S RESPONSIBILITIES

(a) Service of Others. The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the Project.

(b) Examine Work of the Consultant. Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

SECTION 9: SUSPENSION BY CITY FOR CONVENIENCE. The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

SECTION 10: INDEMNIFICATION. The CONSULTANT shall indemnify and hold harmless the City, including its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees (at the trial and appellate levels) to the extent caused by the negligence of the CONSULTANT, its officers, directors, employees, representatives, and agents employed or utilized by the CONSULTANT in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. 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 the CONSULTANT, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 11: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its

responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 12: SUB-CONSULTANTS. The City reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and approve all qualifications of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. All subconsultants providing professional services to the CONSULTANT under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement for the CONSULTANT. In the event that a subconsultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the CONSULTANT shall indemnify and hold harmless the City for any claim in excess of the subconsultant's insurance coverage, arising out of the negligent acts, errors or omissions of the subconsultant. Nothing contained herein shall create any contractual relationship between any subconsultant and the City.

SECTION 13: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The CONSULTANT is not authorized to use the City's Tax Exemption Number.

SECTION 14: INSURANCE. Prior to commencing any services, the CONSULTANT shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the CONSULTANT. All such insurance policies may not be modified or terminated without the express written authorization of the City.

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

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

Additional Insured status shall be provided pursuant and subject to ISO Form CG 20 10 12 19 (ongoing operations) and, if applicable, CG 20 37 12 19 (completed operations), or equivalent forms for coverages other than Commercial General Liability, to the extent that the loss or claim in question is caused by the CONSULTANT's negligence in its operations in and during the performance of the services, and to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by CONSULTANT under this Agreement, it being the express intent and understanding of the Parties that, up to specified limits, additional insured status is provided hereunder as a support to

performance of CONSULTANT's expressly assumed, covered indemnity obligations hereunder.

SECTION 15: SUCCESSORS AND ASSIGNS. The City and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 16: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Venue for any and all legal action necessary to enforce the Agreement or disputes arising out of the Agreement will be held exclusively in Palm Beach County, Florida. 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.

SECTION 17: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 18: NONDISCRIMINATION. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 19: AUTHORITY TO PRACTICE. The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 20: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 21: PUBLIC ENTITY CRIMES. CONSULTANT 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 subcontractor 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. The CONSULTANT will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

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

and if sent to the CONSULTANT, shall be sent to:

Kiewit Engineering Group, Inc.,
Attn: Luke Goss, Sr. Vice President
8900 Renner Blvd.
Lenexa, Kansas 66219

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 23: ENTIRETY OF AGREEMENT AND CONTROLLING PROVISIONS. This Agreement consists of the terms and conditions set forth in this Agreement (inclusive of all exhibits hereto) and any City issued Task Orders. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement (inclusive of all exhibits hereto) and a City issued Task Order, the terms and conditions of this Agreement shall prevail with the City issued Task Order 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. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 24: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 26: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the CONSULTANT to terminate for cause.

SECTION 27: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Agreement is executed by the City.

SECTION 28: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 29: SURVIVABILITY. 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.

SECTION 30: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically or digitally, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 31: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the CONSULTANT, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the CONSULTANT for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving

Party”) will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software (“Confidential Information”) obtained from the other party (the “Disclosing Party”); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party’s Confidential Information, (iv) that is already in the Receiving Party’s possession at the time of disclosure, or (v) that is required to be released by law. Notwithstanding the foregoing, the parties may share confidential information with their affiliates, officers, employees, agents, subcontractors, and similar persons but only to the extent such confidential information is necessary for the performance of the services and this Agreement.

SECTION 35: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States (“Export Laws”) to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 36: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 37: SCRUTINIZED COMPANIES.

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

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

(c) The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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

(e) The CONSULTANT agrees that if it or any of its subconsultants’ status changes in regards to any certification herein, the CONSULTANT shall immediately notify the City of the same.

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

SECTION 38: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021,

the CONSULTANT shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subconsultants (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 subconsultants' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subconsultant 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 subconsultant affidavits for the duration of this Agreement and provide the same to the City upon request;
- (d) Comply fully, and ensure all subconsultant comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited) shall be grounds for termination of this Agreement; and,
- (f) Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONSULTANT may not be awarded a contract for at least 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.

SECTION 39: WAIVER OF CONSEQUENTIAL DAMAGES. In no event shall either party (including their subcontractors and affiliates) be liable to the other in contract, in tort, by operation of law, or otherwise for any loss of profit or revenue or for any special, consequential, incidental, indirect, exemplary or punitive damages of any kind arising out of or relating to performance or non-performance of this Agreement.

EXHIBIT "A"
(Sample Task Order)

Note: Task Order Number will be issued by the City, leave the line number empty.

TASK ORDER No. _____

**CONTINUING PROFESSIONAL SERVICES
(Energy Management & Engineering Services)**

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 **Kiewit Engineering Group, Inc.**, a Delaware 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 _____ and services are generally described as: _____ (the “Project”).

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach _____ with Energy Management & Engineering Services for the Project as specified in the **CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit “1”**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ 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 _____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is _____, phone (_____; email: _____; and, the Project Manager for the City is _____, phone: _____; email: _____.

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, Standard of Care, and/or Warranty.

For each Task Order, the CONSULTANT may propose a limitation of liability, standard of care, and/or warranty provision based on the services requested by the City and proposed by the CONSULTANT. The City will consider the proposed provision and determine in its sole discretion whether to agree to the proposed provision, negotiate the proposed provision, or to seek the services from another consultant of the City.

8.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Energy Management & Engineering Services) based on RFQ#23-300 between the City of Lake Worth and the CONSULTANT, dated _____ (“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. _____ 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: KIEWIT ENGINEERING GROUP, INC.

By: **DO NOT SIGN – SAMPLE ONLY**

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

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

Notary Public Signature

Notary Seal:

Exhibit “B”

Consultant’s Rate Schedule

Kiewit Engineering Group Inc.	
SCHEDULE OF RATES	
2023-2025 Fee Schedule	
Schedule A Billing Rates (effective until March 31, 2026)	
Job Category	Hourly Rate (USD)
Administrative Support 1	\$89.00
Administrative Support 2	\$113.00
Designer 1	\$96.00
Designer 2	\$105.00
Designer 3	\$128.00
Designer 4	\$161.00
Designer 5	\$192.00
Designer 6	\$233.00
Engineer 1	\$132.00
Engineer 2	\$149.00
Engineer 3	\$163.00
Engineer 4	\$191.00
Engineer 5	\$223.00
Engineer 6	\$259.00
Project Controls 1	\$117.00
Project Controls 2	\$146.00
Project Controls 3	\$213.00
Project Manager 1	\$208.00
Project Manager 2	\$243.00
Project Manager 3	\$293.00
Subject Matter Expert	\$298.00

Exhibit "C"

Federal Contract Provisions

The Consultant hereby agrees that the following terms, at a minimum, will be incorporated into any subsequent contract resulting from this RFQ, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of

September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated

funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

(i) In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records.

(1) The Consultant agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DOJ pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Consultant acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Consultant intends to subcontract any portion of the work covered by this Contract, the Consultant must take all necessary affirmative steps to assure that small and minority businesses, women's business

enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

(1) As appropriate and to the extent consistent with law, the Consultant should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(2) For purposes of this section:

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Consultant is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Consultant is required to confirm that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

- 1) By signing this Certification, the Consultant, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a Consultant to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that

the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Luke Goss

Signature of Consultant's Authorized Official

Luke Goss, Sr. VP - Power Delivery

Name and Title of Consultant's Authorized Official

4/13/23

Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant Kiewit Engineering Group, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Luke Goss

Signature of Consultant's Authorized Official

LUKE GOSS, Sr. VP - Power Delivery

Name and Title of Consultant's Authorized Official

4/13/23

Date

STAFF REPORT UTILITY MEETING

AGENDA DATE: May 30, 2023

DEPARTMENT: Electric Utility

TITLE:

Advanced Metering Infrastructure (AMI) Opt-Out Program

SUMMARY:

Request for approval to implement an optional Advanced Metering Infrastructure (AMI) Opt-Out Program, and associated fee schedule, for Electric and Water Utility customers.

BACKGROUND AND JUSTIFICATION:

The City's Electric Utility is requesting approval to implement an optional Advanced Metering Infrastructure (AMI) Opt-Out Program for single-phase, 240V Electric Utility customers and all Water Utility customers. The program would allow for the installation of non-communicating electric and/or water meters at the locations associated with the accounts of customers interested in participating in the program. Participants would enroll on a per-service basis, depending on the services (electric, water or both) available at the location, as well as their desire to participate in one or both. Upon enrollment, City of Lake Worth Beach employees will install a digital non-communicating electric meter and/or remove the hardware associated with communication of water meters.

As a result of the additional costs incurred by the City to facilitate such a program that utilizes non-communicating meters, a one-time enrollment fee per service will be charged along with a recurring monthly maintenance fee per service. These fees are service-specific and detailed in the attached schedule.

If approved, the implementation and addition of an AMI Opt-Out Program and associated fees would be submitted to the Florida Public Service Commission prior to officially offering the option to customers

MOTION:

Move to approve/disapprove implementation of an optional Advanced Metering Infrastructure (AMI) Opt-Out Program, and associated fee schedule, for Electric and Water Utility customers.

ATTACHMENT(S):

Fiscal Impact Analysis- N/A

AMI Opt-Out Fee Schedule

FY 2023 Electric & Water Utility Schedule of Fees and Charges for Services

PROPOSED ADDITION TO SCHEDULE OF FEES AND CHARGES FOR SERVICES

ELECTRIC UTILITY	ELECTRIC UTILITY CHARGES	Costs
Utility Customer Services	<u>Advanced Metering Infrastructure Opt-Out</u>	
	A) Any Electric Utility customer with a single-phase, 240V service may elect to utilize a digital, non-communicating electric meter, opposed to the standard digital communicating electric meter.	
	B) One-time enrollment fee per meter location	\$80.00
	C) Recurring monthly service charge for customer only enrolling an eligible electric meter location	\$15.00
	D) Recurring monthly service charge for customer enrolling both an eligible electric meter location and eligible water location	\$30.00

WATER/SEWER UTILITY	WATER AND SEWER UTILITY CHARGES	Costs
Utility Customer Services	<u>Advanced Metering Infrastructure Opt-Out</u>	
	A) Any Water Utility customer may elect to utilize a non-communicating water meter, opposed to the standard communicating water meter.	
	B) One-time enrollment fee per meter location	\$41.00
	C) Recurring monthly service charge for customer only enrolling an eligible water meter location	\$20.00
	D) Recurring monthly service charge for customer enrolling both an eligible water meter location and eligible electric meter location	\$30.00

**CITY OF LAKE WORTH BEACH
FY 2023 SCHEDULE OF FEES AND
CHARGES FOR SERVICES
Effective October 1, 2022**



**FY 2023 Schedule of Fees
Exhibit B – Electric Fund
Exhibit C – Water Fund**

Prepared by Financial Services

Effective: October 1, 2022



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC UTILITY	ELECTRIC UTILITY CHARGES	Costs
Utility Customer Services	<p>Section 1. Deposits</p> <p>A) Before any person shall be entitled to utility service, he/she or the entity must pay a security deposit to the City unless specifically waived herein. Any security deposit may be applied by the City at any time in satisfaction of indebtedness for utility services which may be or become due to the City by the customer. After such application, the remainder thereof may be applied in discharge of any indebtedness of the customer to the City whatsoever and the City may use said deposit as if the City were the absolute owner thereof. This deposit shall not preclude the City from discontinuing, for non-payment, any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such services.</p> <p>B) <u>Residential Service</u> The initial service deposit for residential utility service in the name of an individual(s) shall be established by consumer information received from a centralized database containing credit and consumer data information pertaining to the payment history of utility bills and other services ("Consumer Information Check" hereafter). The source of the Consumer Information Check may be without limitation credit information, consumer information, credit scoring services, fraud detection, and criminal records provided by national credit reporting repositories, and national criminal record databases, and/or local county systems.</p> <p>The Consumer Information Check will determine the amount, if any, of the deposit required to establish service. The specific amount of the deposit shall be as follows:</p> <ol style="list-style-type: none"> 1) Individual(s) whose Consumer Information Check suggests a substantial risk of delinquency shall pay a deposit of two and one-half (2.5) times the average of estimated monthly billing at the location rounded up to the nearest Fifty Dollars (\$50). 2) Individual(s) whose Consumer Information Check suggests a moderate risk of delinquency shall pay a deposit of one (1.0) times the average of estimated monthly billing for electric service and/or Fifty Dollars (\$50) for water service per unit. 3) Individual(s) whose Consumer Information Check suggests no risk of delinquency shall not be required to pay a deposit. <p>The risk of delinquency shall be established based on information revealed in the Consumer Information Check as reviewed by the city and/or its designee.</p> <p>An individual(s) who fails to provide the proper identification as required on the application for service; who initially provides false information; or, who has no Consumer Information Check history, shall be charged the same deposit as those individual(s) whose Consumer Information Check suggests a high risk of delinquency.</p> <p>Once service is established, the City reserves the right to update an individual(s) Consumer Information Check and require a deposit or an increase in the deposit if the updated Consumer Information Check reveals an increase in risk of delinquency. The customer shall be notified, in writing, of any deposit adjustment and/or amount due the City. The amount due, if any, shall be paid within thirty (30) days of notification or in six (6) equal monthly installments. Failure to pay the additional deposit amount may result in disconnection of service.</p>	



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC UTILITY	ELECTRIC UTILITY CHARGES	Costs
C)	<p>The initial service deposit for residential utility service in the name of an entity (corporation, partnership, company, etc.) shall be as set forth below for Non-Residential (Commercial) General Service.</p> <p>Non-Residential (Commercial) General Service</p> <p><u>Electric</u> The initial service deposit for electric utility service shall be the greater of Two Hundred Seventy Five Dollars (\$275) or two and one-half (2.5) times the monthly average of estimated bill rounded up to the nearest Fifty Dollars (\$50).</p> <p><u>Water and/or Sanitary Sewer</u> The service deposit for water and/or sanitary sewer service shall be the greater of Three Hundred Dollars (\$300) or two and one-half (2.5) times the monthly average or estimated bill rounded to the nearest Fifty Dollars (\$50).</p> <p>No non-residential (commercial) electric or water/sewer deposit shall be waived. However, deposits for service to any unit of federal, state or local government are waived as are deposits for service to any organization having a valid State of Florida tax exempt certificate as long as such organization is assessed no more than one (1) delinquent late fee in the most recent twelve (12) month period.</p> <p>In lieu of a cash deposit, a surety bond or an irrevocable letter of credit, as approved by the utility customer service manager or designee, may be accepted for non-residential (commercial) general service.</p>	
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC UTILITY	ELECTRIC UTILITY CHARGES	Costs
<p>Utility Customer Services</p>	<p>Section 2. Deposit Review/Adjustment Policy.</p> <p>A) Residential</p> <p>In addition to the City's reserved right to periodically update an individual(s)' Consumer Information Check and revise the required residential deposit accordingly, the City shall require an adjustment of a residential deposit balance under the following circumstances:</p> <ol style="list-style-type: none"> 1 One (1) disconnect for non-payment; 2 One (1) dishonored check; 3 Balance due on a prior final bill; 4 Evidence of Illegal Use; or, 5 Other evidence suggesting high risk of delinquency. <p>If any of the above exist, the residential account balance shall be adjusted to the amount equal to two and one-half (2.5) times the recent monthly average or estimated bill rounded up to the nearest Fifty Dollars (\$50).</p> <p>B) Non-Residential (Commercial) General Service.</p> <p>The City shall require an adjustment of a non-residential deposit balance under the following circumstances:</p> <ol style="list-style-type: none"> 1 One (1) disconnect for non-payment; 2 One (1) dishonored check; 3 Balance due on a prior final bill; 4 Evidence of Illegal Use; or, <p>If any of the above exist, the non-residential account balance shall be adjusted to the amount equal to two and one-half (2.5) times the recent monthly average or estimated bill rounded up to the nearest Fifty Dollars (\$50).</p> <p>C) An existing customer may request a deposit status review and the review will be used to bring the account into compliance with the requirements herein.</p> <p>D) The customer shall be notified, in writing, of any deposit adjustment and/or amount due the City. The amount due, if any, shall be paid within thirty (30) days of notification or in six (6) equal monthly installments. Failure to pay the additional deposit amount may result in disconnection of service.</p>	
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC UTILITY	ELECTRIC UTILITY CHARGES	Costs
Utility Customer Services	<p><u>Section 3. Refund of Residential Service Deposits</u></p> <p>A) If an account is in the name of the property owner, the residential service deposits shall be refunded to the property owner after a continuous service period of twenty-five (25) months provided that the property owner has a satisfactory payment record; the property owner has not, in the previous twelve (12) months, made more than one (1) late payment of a bill; had a check returned for non-payment of a utility bill; has not engaged in any Illegal Use; left an unpaid balance from a previous account; and, does not have any other indebtedness to the City. Unpaid utility accounts incurred by customers who are the residential property owners create a lien on the property and these liens remain on the property until unpaid utility bills are paid in full.</p> <p>B) In an effort to reduce the amount of unpaid utility accounts and third-party collection efforts, the City has eliminated the return of residential deposits to non-property owners (residential tenants) until the service(s) are terminated; the final bill is paid in full; and, any other indebtedness to the City is paid.</p> <p>C) Refund of a deposit for an active utility account(s) shall be in the form of a credit to the corresponding account(s). Refund of deposit for closed accounts will be in the form of a check payable to the person or persons who established said utility deposit. In the event of a deceased depositor, refund will be to the estate or pursuant to Court order.</p> <p><u>Section 4. Commercial Deposits - Non-Refundable.</u></p> <p>No commercial deposit shall be refunded until the service(s) are terminated; the final bill is paid in full; and, any other indebtedness to the City is paid.</p> <p><u>Section 5. Interest on Deposits.</u></p> <p>Deposits paid to and held by the City of Lake Worth Beach shall accrue simple interest. The interest on the customer's deposit shall be effective after the customer's service and the deposit have been in existence for a continuous period of six (6) months.</p> <p>The following procedure shall be utilized:</p> <p>A) Deposit amounts shall be received and properly receipted in accordance with established procedures.</p> <p>B) Each year, during the month of September, the City of Lake Worth Beach shall establish the percentage rate to be applied on those monies on deposit on September 30 of that year. The percentage rate to be applied shall be based on the interest earned by the city for the deposits less a reasonable administrative fee for administration of the deposits. The City Manager shall be vested with the authority to approve the percentage rate to be applied and associated administrative fee.</p> <p>C) Each year during the month of October, the accrued interest shall be credited and applied to the customer's account as payment towards the current bill. If the monies have not been on deposit for the entire year, the credit will be adjusted to reflect the actual number of months that the monies have been on deposit.</p>	
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC UTILITY	ELECTRIC UTILITY CHARGES	Costs
	<p>When payments are presented in person at the Customer Service office or if a customer requests copies of their utility bills, a convenience fee will be added to the required bill in order to offset the added costs of handling.</p>	\$2.00/bill
	<p>When payments are made using a Debit Card, Credit Card or electronic check a convenience fee will be applied by the payment processing vendor</p>	\$3.75 per \$500 transaction
7)	<p>Special Field Services for Convenience of Customer.</p> <p>When, for the convenience of the customer, a special trip has to be made to read a meter and/or to service Utility equipment because access to the Utility's meter/equipment is limited by a fence, porch, animal, or other encumbrance, for each trip made.</p>	\$30.00
8)	<p>If service described in (D-1) above requires the Utility to use a bucket truck, or other special equipment, for each such special trip made.</p> <p>Automatic Monthly Payment Program Incentive for ACH bank draft & Paperless selection</p> <p>Customers enrolling in the City of Lake Worth Beach's Automatic Monthly Payment program (ACH bank draft) and who thereby provide automatic payment authorization to the City (from their bank checking or savings account or other City authorized payment institution) allowing and directing the City to process automatic monthly payment of their City utility bill and ALSO sign up for Paperless statements shall receive a one-time credit on their City utility account in the amount of \$25.00. This \$25 participation incentive shall apply to all existing and new City utility customers. This participation incentive credit is limited to one per family account per service location. In the event the customer withdraws from the City's Automatic Monthly Payment program while still continuing to be a customer of the City of Lake Worth Beach utilities, the \$25.00 credit will be reversed and charged back to the customer within one year.</p>	\$140.00
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC UTILITY	ELECTRIC UTILITY CHARGES	Costs
<p>Utility Customer Services</p>	<p><u>Section 11. Meter Tampering/Current Diversion.</u> Title to meters and metering equipment shall be and remain with the City of Lake Worth Beach. Unauthorized connections to, or tampering with the City of Lake Worth Beach's meter or meters, or meter seals, or indications or evidence thereof, subjects the customer to immediate discontinuance of service, prosecution under the laws of Florida, adjustment of prior bills for services rendered, and reimbursement to the City of Lake Worth Beach for all extra expenses incurred on this account. The customer will be charged a field investigation charge and civil liability under section 812.14(5), Florida Statutes, as amended from time to time.</p> <p><u>Section 12. Franchise Fees.</u> The Monthly Rate of each rate schedule is increased by the specified percentage factor for each franchise area as set forth in the Franchise Fee Factors which are incorporated herein by reference and filed with the Florida Public Service Commission. This percentage factor shall be applied after other appropriate adjustments.</p> <p><u>Section 13. Overhead/Underground Differential.</u> Underground distribution system service is available. However, the cost of construction differential between underground service and normal overhead service as estimated by the City of Lake Worth Beach shall be paid in advance by the customer.</p> <p><u>Section 14. Underground Individual Service.</u> Underground individual service, up to 200 AMP capacity, is available upon request by the customer. The cost of installation depends upon type of service, length and actual site conditions. As an alternative to paying Lake Worth Beach Utilities for doing all of the work, the customer may provide all the necessary facilities (i.e. ducts, pedestals, pads, etc.), subject to the approval of the City of Lake Worth Beach with the customer paying the balance of costs that the City of Lake Worth Beach estimates are remaining. For service in excess of 200 AMP capacity, installation shall be by a licensed contractor in a manner approved by the Electrical Division of the City of Lake Worth Beach.</p> <p><u>Section 15. General Area and Street Lighting.</u> In areas where street lighting and/or private area lighting are not generally available, installation of such lighting service will be provided at the customer's expense. This cost will be a contribution in aid of construction, payable in advance. As an option, upon approval of the Electrical Utility of the City of Lake Worth Beach, installation may be by customer's contractor.</p> <p><u>Section 16. Special Conditions.</u> If specific electrical service other than that stated above is required, the City of Lake Worth, at the customer's request, will provide such service based on the estimated cost of installing such additional electrical equipment. This estimated cost will be a contribution in aid of construction, payable in advance by the customer to the City of Lake Worth. All services shall be subject to the applicable rules, regulations and tariff charges of the City of Lake Worth Beach, including service charges.</p>	<p>\$200.00</p>
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
ELECTRIC UTILITY	ELECTRIC UTILITY CHARGES	Costs
Utility Customer Services A) B)	<u>Section 17. Miscellaneous.</u> Reimbursement for Extra Expenses The customer may be required to reimburse the City for all expenses incurred by the City on account of violations of the City's rules and regulations by the customer. Inspection of Customer's Installation All electrical installations or changes should be inspected upon completion by competent authority to ensure that wiring, grounding, fixtures and devices have been installed in accordance with the National Electrical Code and such local rules as may be in effect. Where governmental inspection is required by local rules or ordinances, the City of Lake Worth Beach cannot render service until such inspection has been made and formal notice of approval has been received by the City of Lake Worth Beach from the inspecting authority. The City of Lake Worth Beach reserves the right to inspect the customer's installation prior to rendering service and from time to time thereafter but assumes no responsibility whatsoever for any portion thereof.	
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

EXHIBIT C

Originating Department	Description of Services Provided		Fees (\$)																																				
WATER UTILITY	WATER & SEWER UTILITY CHARGES		Costs																																				
Building Department	<p>1. Reserved Capacity Charges: These fees are paid to the building department at the time of building permit issuance. Equivalent Residential Unit (ERU) shall be defined in accordance with the WUPP.¹</p> <p>Multi-family complexes and each mobile home park unit on a property shall be defined to be 66% of one ERU.</p> <p>Water Capacity Charge: per ERU Sewer Capacity Charge: per ERU</p> <p>Meter Size # of ERUs</p> <table style="width: 100%; border: none;"> <tr><td>5/8 x 3/4"</td><td style="text-align: right;">1</td></tr> <tr><td>1"</td><td style="text-align: right;">2.5</td></tr> <tr><td>1 1/2"</td><td style="text-align: right;">5</td></tr> <tr><td>2"</td><td style="text-align: right;">8</td></tr> <tr><td>3"</td><td style="text-align: right;">15</td></tr> <tr><td>4"</td><td style="text-align: right;">25</td></tr> <tr><td>6"</td><td style="text-align: right;">50</td></tr> <tr><td>8"</td><td style="text-align: right;">80</td></tr> </table> <p>Upsizing of the meter: Current Capacity and Meter Fees for the upsized meter, less a credit for Capacity and Meter fees and other fees for the original meter.</p>	5/8 x 3/4"	1	1"	2.5	1 1/2"	5	2"	8	3"	15	4"	25	6"	50	8"	80		<p>\$ 3,659.00</p> <p>2,483.00</p>																				
5/8 x 3/4"	1																																						
1"	2.5																																						
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2"	8																																						
3"	15																																						
4"	25																																						
6"	50																																						
8"	80																																						
Customer Services	<p>2. Water Meter Set and Tap Fees:</p> <p>Fees are paid to Customer Service at the time of utility service application.</p> <p>For sizes not listed, fee is based on actual costs determined by the City. For meters larger than 2", taps are done by a licensed contractor.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Meter Size</td> <td style="width: 20%;"></td> <td style="width: 20%;">Meter Set Only</td> <td style="width: 20%;">Tap and Meter Set</td> </tr> <tr> <td>3/4"</td> <td></td> <td>\$ 310.00</td> <td>\$ 1,428.00</td> </tr> <tr> <td>1"</td> <td></td> <td>\$ 400.00</td> <td>\$ 1,550.00</td> </tr> <tr> <td>1 1/2"</td> <td></td> <td>\$ 640.00</td> <td>\$ 2,320.00</td> </tr> <tr> <td>2"</td> <td></td> <td>\$ 850.00</td> <td>\$ 2,535.00</td> </tr> </table> <p>3. Cancellation fee:</p> <p>4. Asphalt repair:</p> <p>5. Sanitary sewer lateral and tap Fee:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;"></td> <td style="width: 20%; text-align: center;">(0 -10 feet)</td> <td style="width: 20%;"></td> <td style="width: 20%; text-align: right;">25.00 minimum or Actual Expense</td> </tr> <tr> <td></td> <td style="text-align: center;">(10 feet +)</td> <td></td> <td style="text-align: right;">Actual Expense</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right;">2,500.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right;">Actual Expense Determined by the City</td> </tr> </table> <p style="text-align: center;"><i>Contact Customer Service to Move Meter</i></p>	Meter Size		Meter Set Only	Tap and Meter Set	3/4"		\$ 310.00	\$ 1,428.00	1"		\$ 400.00	\$ 1,550.00	1 1/2"		\$ 640.00	\$ 2,320.00	2"		\$ 850.00	\$ 2,535.00		(0 -10 feet)		25.00 minimum or Actual Expense		(10 feet +)		Actual Expense				2,500.00				Actual Expense Determined by the City		
Meter Size		Meter Set Only	Tap and Meter Set																																				
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Footnote / Explanation																																							
W.U.P.P. ¹	Water Utility Policy and Procedures																																						



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
WATER UTILITY	WATER & SEWER UTILITY CHARGES	Costs
Customer Services	7 Backflow Device Administrative Fee, per year 8 Cross connection involving a private water system, which is a health hazard, per day. 9 Cross connection involving a private water system, which is not a health hazard, per day. 10 Failing to test or maintain backflow prevention assemblies, as required, per violation. 11 Unmetered Fire Line Inspection Charge, prior to operation.	\$ 25.00 1,000.00 500.00 500.00 210.00
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
WATER/SEWER UTILITIES	WATER AND SEWER UTILITY CHARGES	Costs
C)	<p>The initial service deposit for residential utility service in the name of an entity (corporation, partnership, company, etc.) shall be as set forth below for Non-Residential (Commercial) General Service.</p> <p>Non-Residential (Commercial) General Service</p> <p><u>Electric</u> The initial service deposit for electric utility service shall be the greater of Two Hundred Seventy Five Dollars (\$275) or two and one-half (2.5) times the monthly average of estimated bill rounded up to the nearest Fifty Dollars (\$50).</p> <p><u>Water and/or Sanitary Sewer</u> The service deposit for water and/or sanitary sewer service shall be the greater of Three Hundred Dollars (\$300) or two and one-half (2.5) times the monthly average or estimated bill rounded to the nearest Fifty Dollars (\$50).</p> <p>No non-residential (commercial) electric or water/sewer deposit shall be waived. However, deposits for service to any unit of federal, state or local government are waived as are deposits for service to any organization having a valid State of Florida tax exempt certificate as long as such organization is assessed no more than one (1) delinquent late fee in the most recent twelve (12) month period.</p> <p>In lieu of a cash deposit, a surety bond or an irrevocable letter of credit, as approved by the utility customer service manager or designee, may be accepted for non-residential (commercial) general service.</p>	
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
WATER/SEWER UTILITY	WATER AND SEWER UTILITY CHARGES	Costs
Utility Customer Services A)	<u>Section 2. Deposit Review/Adjustment Policy.</u> Residential In addition to the City's reserved right to periodically update an individual(s)' Consumer Information Check and revise the required residential deposit accordingly, the City shall require an adjustment of a residential deposit balance under the following circumstances: <ol style="list-style-type: none"> 1 One (1) disconnect for non-payment; 2 One (1) dishonored check; 3 Four (4) delinquent payment within current twelve (12) month period; 4 Balance due on a prior final bill; 5 Evidence of Illegal Use; or, 6 Other evidence suggesting high risk of delinquency. If any of the above exist, the residential account balance shall be adjusted to the amount required for an individual whose Consumer Information Check suggests a high risk of delinquency. B) Non-Residential (Commercial) General Service. The City shall require an adjustment of a non-residential deposit balance under the following circumstances: <ol style="list-style-type: none"> 1 One (1) disconnect for non-payment; 2 One (1) dishonored check; 3 Four (4) delinquent payment within current twelve (12) month period; 4 Balance due on a prior final bill; 5 Evidence of Illegal Use; or, If any of the above exist, the non-residential account balance shall be adjusted to the amount equal to two and one-half (2.5) times the recent monthly average or estimated bill rounded up to the nearest Fifty Dollars (\$50). C) An existing customer may request a deposit status review and the review will be used to bring the account into compliance with the requirements herein. D) The customer shall be notified, in writing, of any deposit adjustment and/or amount due the City. The amount due, if any, shall be paid within thirty (30) days of notification or in six (6) equal monthly installments. Failure to pay the additional deposit amount may result in disconnection of service.	
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

EXHIBIT C

Originating Department	Description of Services Provided	Fees (\$)
WATER/SEWER UTILITY	WATER AND SEWER UTILITY CHARGES	Costs
Utility Customer Services	Section 6. Service Charge.	
A)	Initial Service or Transfer of Service.	
1)	Initial application for utility service(s). This charge is due at the time of application.	\$17.00/account
2)	Application for transfer of utility service(s) from one service address to another. This charge is due at the time of application.	\$17.00/account
B)	Connections/Disconnections/Reconnections.	
1)	Initial connection, transfer of service, or a connection for an existing account, PER METER:	
	Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays. This charge is due at the time the service is requested.	\$35.00
	All other times where service is requested after business hours and service personnel are on duty and are available. This charge is due at the time the service is requested.	\$45.00
2)	Disconnection when terminating service:	
	Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays, no charge.	NC
3)	Reconnection of service at meter after disconnection for non-payment or violation of a rule or regulation shall require full payment of the total outstanding past due balance and the appropriate reconnection fee to the City. The PER METER service charge shall be:	
	Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays.	\$35.00
	All other times where service is requested after business hours and service personnel are on duty and are available. This charge is due at the time the service is requested or billed	\$45.00
	Following the second or subsequent disconnection for non-payment within a twelve-month period, and full payment of the outstanding balance and reconnect fee is received or billed	\$90.00
	scheduled for reconnection. Same day service is not guaranteed.	\$45.00
4)	Special Handling of Billing Notices and Payments for Convenience of Customer.	
	When payments are presented in person at the Customer Service office a convenience fee will be added to the required bill amount in order to offset the added costs of handling in person presentment of payments.	\$2.00/bill
5)	Special Field Services for Convenience of Customer.	
	When, for the convenience of the customer, a special trip has to be made to read a meter and/or to service Utility equipment because access to the Utility's meter/equipment is limited by a fence, porch, animal, or other encumbrance, for each trip made.	\$30.00
	If service described in (D-1) above requires the Utility to use a bucket truck, or other special equipment, for each such special trip made.	\$140.00



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
WATER/SEWER UTILITY	WATER AND SEWER UTILITY CHARGES	Costs
6)	<p>Automatic Monthly Payment Program Incentive for ACH bank draft & Paperless selection</p> <p>Customers enrolling in the City of Lake Worth Beach's Automatic Monthly Payment program (ACH bank draft) and who thereby provide automatic payment authorization to the City (from their bank checking or savings account or other City authorized payment institution) allowing and directing the City to process automatic monthly payment of their City utility bill and ALSO sign up for Paperless statements shall receive a one-time credit on their City utility account in the amount of \$25.00. This \$25 participation incentive shall apply to all existing and new City utility customers. This participation incentive credit is limited to one per family account per service location. In the event the customer withdraws from the City's Automatic Monthly Payment program while still continuing to be a customer of the City of Lake Worth Beach utilities, the \$25.00 credit will be reversed and charged back to the customer within one year.</p>	\$25.00
Footnote / Explanation		



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees (\$)
WATER/SEWER UTILITY	WATER AND SEWER UTILITY CHARGES	Costs
Utility Customer Services A) B) C) A) B) C) A) B) A) B) C)	<u>Section 7. Returned Checks/Payment Issues</u> A service charge of Twenty-Five Dollars (\$25.00) if the payment amount does not exceed \$50.00; Thirty Dollars (\$30.00) if the payment amount exceeds \$50.00 but does not exceed \$300.00; Forty Dollars (\$40.00) if the payment amount exceeds \$300.00, or five percent (5%) of the payment amount, whichever is greater, shall be charged for each item dishonored by the bank upon which it is drawn. <u>Section 8. Late Fees</u> The City of Lake Worth Beach shall charge a late fee to any customer whose payment is not received on the due date and to whom a reminder notice is mailed. The late fee shall be assessed and added to the bill at the time the notice is sent. The late fee shall be charged on all residential, commercial and demand metered accounts. For those customers who need assistance in paying or tracking their bills, a duplicate late notice will be mailed to the customer designated third party at no additional charge. Late fee may be waived for units of government where proof is presented that their normal structural payment requisition system extends beyond the due date. <u>Section 9. Demand Transfers/Collection Charges</u> Without notice, in the event that an applicant responsible for one or more active utility accounts creates, or in the past created, a delinquency which resulted in finalizing the account via customer request or force, the City of Lake Worth Beach will transfer the delinquency to any of the applicant's present account(s) and will be treated as a "previous balance." This includes accounts where the previous applicant is benefitting from City service and the account is in a different name. An inactive, delinquent utility account may be referred by the City of Lake Worth Beach to an attorney and/or collection agency after reasonable efforts have been made to collect the amount owing. If such a referral is made, reasonable attorney and/or collection agency fees may be added to the customer's bill. <u>Section 10. Meter Testing and/or Meter Changes</u> The City of Lake Worth Beach routinely conducts a testing and maintenance program on its meters. Upon request of the customer, the City of Lake Worth Beach will test or change a meter. If the meter has been tested within the last two (2) years and a new test verifies satisfactory operation, a service charge will be charged to the customer's account If the customer requests a new meter after a new test verifies Satisfactory operation, the service charge and meter set fee shall be Charged to the customer's account.	 \$25.00 \$30.00 \$40.00 or 5% if greater \$11.00 or 1.5% of delinquent balance, whichever is greater \$65.00
Footnote / Explanation		

STAFF REPORT UTILITY MEETING

AGENDA DATE: May 30, 2023

DEPARTMENT: Electric Utility

TITLE:

Sole Source Purchase from TransGard for animal deterrent electric fence

SUMMARY:

If approved, this sole source purchase from TransGard will provide an animal deterrent electric fence for the Main Yard at a cost not to exceed \$99,612. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

Animal outages are one of the most common outages for the power industry that cause major damage and length to the outages. The City of Lake Worth Beach experienced 303 outages for a total of 1.74 million minutes of interruption in 2022, 25 of which are ground animal related. The 25 outages were our most critical outages of 2022 from iguanas, lizards, snakes, and racoons that affected 45,863 customers throughout 2022. From the 25 outages the customer experienced 1.28 million out of the 1.74 million outage minutes for all of 2022, making up 73.5% of the total outage minutes due to ground animal intrusion to our electrical equipment. For this reason, staff has spent resources investigating other utility methodologies, animal mitigation equipment, design changes and standards improvements, and even hired an iguana trapper to help humanely clear our substations periodically. The result is this utility grade patented solution from TransGard which has spent over a decade implementing a successful electric fence solution. The fence complies with electric industry standards, has safety exits built in to the design, can be removed for maintenance purposes, and has also been tested to 140mph winds with their anchoring system. The first test of this fence will be located at our Main Yard substation which is the hub for about two-thirds of our customers and has frequented animal removals and contact over the years. This fence is at a lower voltage and will only provide a shock to animals or humans without physical damage and is contained within the perimeter fence as a separate containment. The main entry ways also contain a quick off/stop red button to de-energize easily while working in or around for additional safety. We hope with some successful results that we can further implement this around other critical assets as we refresh our aging system.

Due to the patented solution from TransGard, the City is pursuing this purchase as a sole source purchase (in lieu of a competitive process). The City's procurement code authorizes sole source purchases when it is determined that only a single source is practicable or for other reasons in the best interest of the City.

If this purchase is approved, the City will utilize a standard City contract to incorporate the TransGard proposal attached to this item.

MOTION:

Move to approve/disapprove single source purchase from TransGard to provide animal deterrent electric fence for the Main Yard Control House at a cost not to exceed \$99,612.

ATTACHMENT(S):

Fiscal Impact Analysis
Fence Proposal
Sole Source Letter

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	\$99,612	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric Utility
Division	T & D
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	SH2103
Requested Funds	\$99,612.00

TransGard™

Keep **animals out**. Keep the **power on**.

Sole Source Justification

To whom it may concern,

TransGard, LLC is the sole source/single supplier of innovative animal mitigation products including the modular electric Animal Deterrent Fence System and the Laser Bird Defense System, both designed for electric utility substations.

The Animal Deterrent Fence System includes, but is not limited to, the proprietary control center, entryway/gateway design, modular fence panels of varying size and securing stands. This Transgard LLC product is protected under U.S. Patent Number 6,712,339 and Canadian Patent Number 2,317,254. As such, the aforementioned product may only be manufactured and sold by TransGard, LLC and authorized manufacturer representatives. There are no alternative producers or providers of the product due to the patent protection of this system and all components and connections are created exclusively for and/or by TransGard, LLC.

The Laser Bird Defense System is also patented and available exclusively through Transgard LLC, the sole source/single supplier for the Electric Utility industry.

If more information is desired, do not hesitate to contact TransGard, LLC at (717) 900-6140 or at www.transgardsolutions.com. Thank you for your interest in our products.

TransGard LLC

1000 Vogelsong Road, York, PA 17404
Office (717) 900-6140 • Fax (717) 850-2657
www.transgardsolutions.com

TransGard™

Keep **animals out**. Keep the **power on**.

City of Lake Worth Beach, FL

Main Yard

26°36'47.9"N 80°04'00.3"W

Site Evaluation for Fence Installation

April 26th, 2023



Thank you for considering TransGard to protect your substation.

When using our animal deterrent electric fence, there are several factors that we focus on during the design phase. These are:

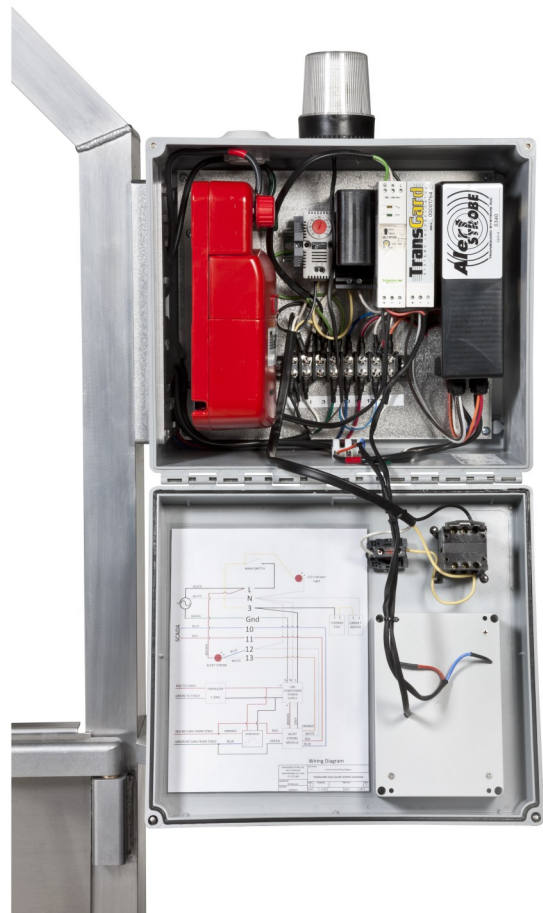
- Properly identifying the protection area and related equipment
- Locating personnel access points and emergency exit points
- Identifying AC supply power location for the system
- Noting site ground grade changes that may impact installation
- Potential open landscape impacts of wind
- Equipment access considerations and obstacles such as cable troughs
- Personnel access to common maintenance points
- Overhead conductors to prevent aerial access of ground-based animals

Table of Contents

Introduction & TOC	2
Electrical Requirements	3
Site Overview	4
Proposed Layout	5
Quotation	6
Complete Installation Example	7

Electrical Requirements

- The entire TransGard fence system requires less than 5A of power on a standard 120vac circuit.
- A **Lock Out Tag Out** main power switch is standard for safe input power control
- The visual indicator beacon can be wired for either Green or Red operation when the fence is energized. (Red On, Green Off is the preferred standard)



Site Overview

Site Address: 117 College St
Lake Worth Beach, FL



Target Area



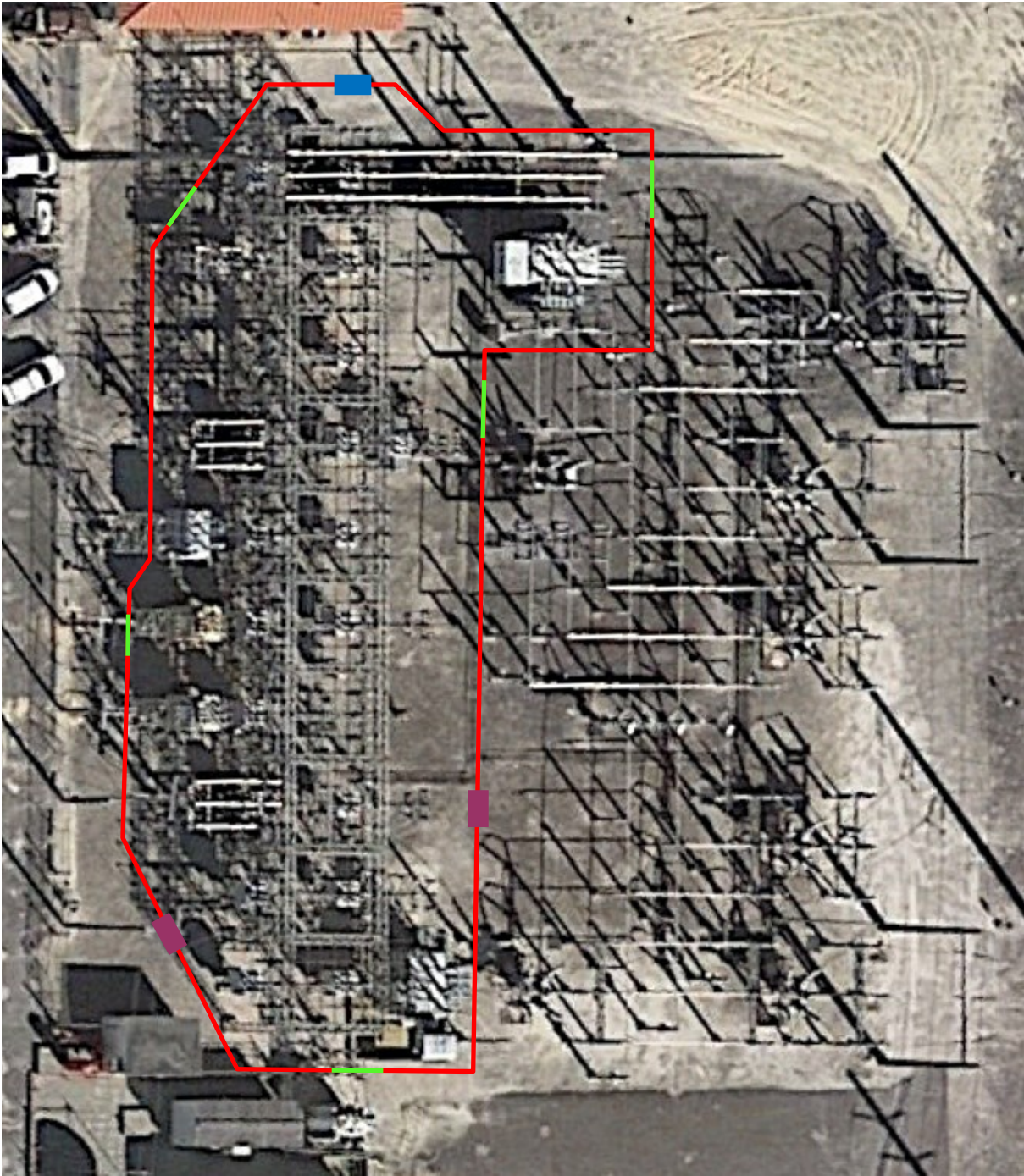
Final fence installation to have staggered positioning of panels.

Proposed Layout

Linear Footage: ~622'

Proposed Layout

- Primary Entryway ■
- Secondary Entryway ■
- Emergency Exit Panel ■



Final fence installation to have staggered positioning of panels.



1000 Vogelsong Road | York, PA 17404

Quote Number Q11685
 Created Date 4/26/2023
 Expires 7/23/2023
 Quote Name Main Yard Substation Fence

TransGard Contact Kevin Howell
 Contact Phone (817) 703-4853
 Contact Email khowell@transgardsolutions.com

Contact Name David Martyniuk
 Phone 561-586-1629
 Email dmartyniuk@lakeworthbeachfl.gov

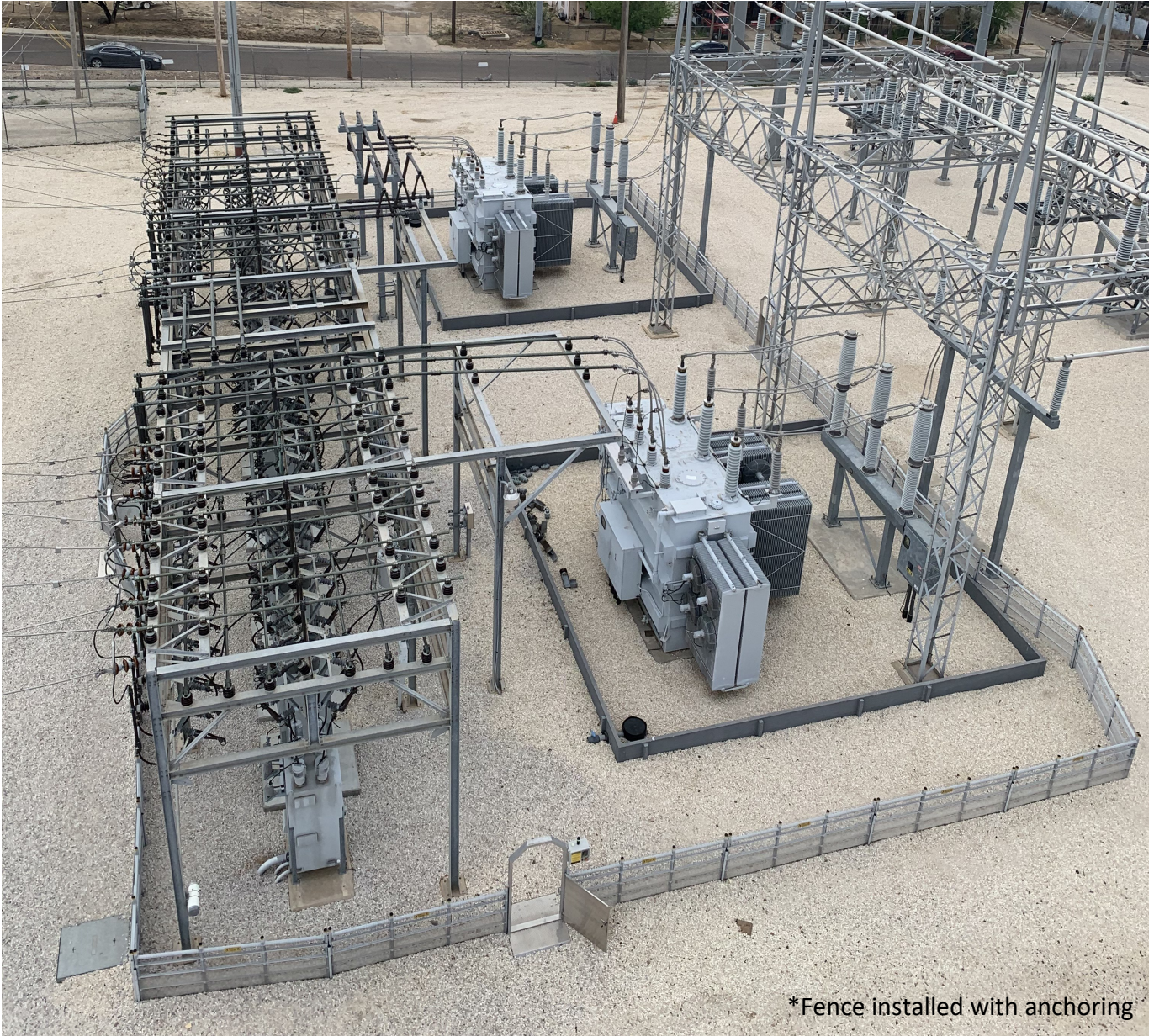
Ship To Name City of Lake Worth Beach
 Ship To Lake Worth, FL 33461

Product	Product Description	Quantity	Sales Price	Total Price
TGF-33P-PMSA-N	TransGard 10' x 4' Snake Fence Panel, Premium 0.25" Perforated Aluminum Snake Mesh & 14 Gauge 1" GAW Wire Mesh. Includes galvanized steel circular based stand with insulator sleeve, SnakeGard, panel to panel jumper wires, installation hardware and safety signs.	53.00	\$791.00	\$41,923.00
TGF-33P-PMSA-E	TransGard 10' x 4' Snake Fence Exit Panel, Premium 0.25" Perforated Aluminum Snake Mesh & 14 Gauge 1" GAW Wire Mesh, Hinged Exit Gate. Includes galvanized steel circular based stand with insulator sleeve, SnakeGard, panel to panel jumper wires, installation hardware and safety signs.	5.00	\$1,957.00	\$9,785.00
TGF-23P-PMSA-N	TransGard 6'6" x 4' Snake Fence Panel, Premium 0.25" Perforated Aluminum Snake Mesh & 14 Gauge 1" GAW Wire Mesh. Includes galvanized steel circular based stand with insulator sleeve, SnakeGard, panel to panel jumper wires, installation hardware and safety signs.	6.00	\$693.00	\$4,158.00
TGF-13P-PMSA-N	TransGard 3'4" x 4' Snake Fence Panel, Premium 0.25" Perforated Aluminum Snake Mesh & 14 Gauge 1" GAW Wire Mesh. Includes galvanized steel circular based stand with insulator sleeve, SnakeGard, panel to panel jumper wires, installation hardware and safety signs.	6.00	\$551.00	\$3,306.00
TGF-AC-1014	TransGard Fence - 18" Wind Anchor Kit A. Wind anchoring kit for fence panels and stands. Includes threaded stand with welded brackets, threaded end post cap, (2) 18" anchors	67.00	\$225.00	\$15,075.00
TGE-1-CC01-PA	TransGard Primary Entryway, Full Door, Integrated Control Center, Premium Anchoring. Control Center includes the energizer, power supply with line conditioner, service disconnect and alert beacon.	1.00	\$6,317.00	\$6,317.00
TGC-GM-2150	Fence Grounding Module, Complete Assembly	1.00	\$650.00	\$650.00
TGE-1-NC01-PA	TransGard Secondary Entryway, Full Door, No Control Center, Premium Anchoring.	2.00	\$5,009.00	\$10,018.00
TGF-S-1001	Installation of entryways, stands, panels, and panel-to-panel jumper wires. AC power connections and grounding not performed by TransGard crew.	1.00	\$8,380.00	\$8,380.00

Subtotal \$99,612.00
 Shipping Shipping not included
 Grand Total \$99,612.00

Please submit purchase orders to orders@transgardsolutions.com
 Credit card payments will incur a 3.5% fee

Complete Installation Example



*Fence installed with anchoring

Contact TransGard LLC

717-900-6140 | info@transgardsolutions.com

Fence installation is not included unless directly quoted.

A minimum of 3 weeks notice is required when scheduling installations.

Installation & Maintenance Manual available at www.transgardsolutions.com/resources

STAFF REPORT UTILITY MEETING

AGENDA DATE: May 30, 2023

DEPARTMENT: Electric Utility

TITLE:

Payment of Siemens Solar Maintenance FY22

SUMMARY:

Payment of Siemens FY22 Solar Field Maintenance Fees

BACKGROUND AND JUSTIFICATION:

In January of 2022; Siemens and Lake Worth Beach entered into an interim agreement for maintenance services at the City owned solar field. This interim agreement was consistent with the Operations and Maintenance required under the City's 2015 Energy Services Agreement with Siemens and necessary as an interim matter while the City and Siemens continue to address issues related to the Advanced Meter Infrastructure system installed under the 2015 Energy Services Agreement.

Siemens performed all the required maintenance but did not invoice the City until February 2023, well after the close of FY22 accounts.

MOTION:

Move to approve/disapprove payment of FY22 Solar Maintenance fees in the amount of \$41,794 using FY23 funds.

ATTACHMENT(S):

Fiscal Impact Analysis
FY22 Maintenance Proposal
Siemens Invoice
Annual Maintenance Fees Solar Pg. 25

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	\$41,794	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric Utilities
Division	Power Generation
GL Description	Contractual Services/Other Contractual Services
GL Account Number	401-6031-531.34-50
Project Number	
Requested Funds	\$41,794

Siemens Industry, Inc.
Energy Performance Services

January 14, 2022

Brian King
City of Lake Worth Beach Utilities

PROJECT NAME: City of Lake Worth Beach

REFERENCE: Interim Annual Service Agreement to Maintain Solar Array

Brian,

Siemens is pleased to submit this lump sum proposal as an Interim Annual Service Agreement to maintain the solar array, located in the City of Lake Worth, as outlined in Exhibit I of the Energy Services Agreement (ESA) between the City of Lake Worth Beach and Siemens Industry, dated September 15, 2015,

This Interim Annual Service Agreement will ensure the solar array, which was placed in service on August 17, 2017, and accepted by the City of Lake Worth as of Oct 18, 2019, per the letter received from Torcivia, Donlon & Goddeau, P.A., dated December 2, 2020, is being properly maintained prior to final "project" acceptance of the current ESA mentioned above.

This interim agreement will not change the actual start of the Performance Assurance Guarantee period associated with the solar FIM as outlined in the ESA.

Agreement Duration: Oct 1, 2021 – September 30, 2022

Statement of Work:

PV SOLAR ARRAY AT LANDFILL – POST INSTALLATION RESPONSIBILITIES:

On an annual basis, SIEMENS will provide documentation showing the current progress and status of the array, including:

- Actual system performance ratio
- Performance ratio guarantee level
- Guaranteed energy, shown monthly
- Actual energy shown monthly

The above data will be compiled and used in all calculations necessary to be included in the annual report

PV SOLAR ARRAY AT LANDFILL – MAINTENACE RESPONSIBILITES:

As part of the annual maintenance responsibilities, SIEMENS Shall:

- Maintain the solar array (the system) in good working order and operate the system in accordance with all manufacturers requirements, applicable laws, regulations, and ordinances.
- Repair any damage to City property (which shall not include normal wear and tear) caused by SIEMENS, its subcontractors or any person utilized by them, their employees, agents, contractors, or representatives.

- Perform maintenance and repairs in compliance with equipment and system warranties.
- Cooperate with City, at its request, in compliance with equipment and system warranties.
- Inspect the systems general site conditions, PV arrays, electrical equipment, mounting structure, Data Acquisition System, (DAS) and balance the system twice (2) per year.
- Test the system and the DAS, including string level open circuit voltage and DC operating amperage tests twice (2) per year.
- Conduct inverter preventative maintenance in compliance with all manufacturer's operations guidelines.
- IR scanning inspection once (1) each calendar year of PV equipment including combiner boxes, AC & DC disconnects, inverters, and points of interconnection.
- Any loose connections found will be re-tightened and appropriate wiring connections to design specification torque force in compliance with all manufacturer's guidelines.
- Inspect the array mounting structure, conduit runs and other physical components for wear or damage twice (2) each calendar year.
- Provide a written system maintenance report no later than ten (10) business days following the performance of any maintenance.
- Perform ground maintenance at the solar array project site, to include weed abatement and mowing under and around the solar array and equipment.
- Generate and coordinate claims for reimbursement and/or replacement under any available warranty from manufacturers, installers or other similar entities relating to the system (excluding substation/transmission lines and interconnection installed by others).

EXCLUSIONS:

- Substation/transmission lines and interconnection installed by others
- Washing of panels

QUOTE TO PERFORM THE WORK:

- Work will commence upon receipt of Purchase Order to SIEMENS for **\$41,793.97**

Any questions you may have concerning this proposal should be directed to the undersigned.

Southeast Implementation Manager

Contact – Larry Harrison

Mobile: 954-612-7435

E-Mail: lawrence.harrison@siemens.com



Invoice

Cust PO No: PO 188367
 Cust PO Date: 02/16/2022
 Quotation No:
 Sales Order No: 2600147009
 Sales Ord Date: 04/08/2022
 Lock Box No:

Invoice No: 5330368803
 Date: 05/20/2022
 Customer No: 30110732
 Page 1 of 1

Bill To:	Sold To:	Ship To:
CITY OF LAKE WORTH 7 N DIXIE HWY LAKE WORTH FL 33460-3725	CITY OF LAKE WORTH 7 N DIXIE HWY LAKE WORTH FL 33460-3725	CITY OF LAKE WORTH 117 COLLEGE ST LAKE WORTH FL 33460-4009

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
SIEMENS INDUSTRY, INC. C/O Citibank (Bldg Tech) PO Box 2134 Carol Stream IL 60132-2134	Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 SWIFT Code: CITIUS33 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 5330368803 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com	Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 5330368803 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com

Delivery#: Ship Date:
 INCO Terms: Prepaid and Add Carrier/Route: Best Way
 PLANT

This invoice is subject to the Siemens Industry, Inc., Smart Infrastructure terms and conditions applicable to the products and services sold pursuant to this invoice, which shall govern in the event of any conflict with any other terms or conditions, specifications, proposal, purchase order, acknowledgment or other document. These terms can be viewed at the following site: <https://www.siemens.com/download?A6V11694115>. BY ACCEPTING THIS INVOICE, YOU AFFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS INCLUDING ANY AND ALL REFERENCED AND INCORPORATED DOCUMENTS THEREIN.

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
10	A7F90009010 Performance Assurance M&V Agmt ECCN: Contract no 2600147009 04/01/2022 TO 03/31/2023 Notes: Contact: Customer Service Siemens Industry, Inc. Buffalo Grove Headquarters 1000 Deerfield Parkway Buffalo Grove IL 60089 Phone: (847)215-1000 Fax: (847)215-1093 G&A State Taxes Total Taxes	PC	1	41,793.97	41,793.97
	Customer PO item #: 000010				
					0.00
					0.00
					0.00

Total Wt.: 0 KG Currency: USD Invoice Total: 41,793.97

Our preferred payment method is ACH/EFT funds transfer, followed by check submitted to our remit to address listed above. We can also accept credit card payment but ask you to set up ACH/EFT for repeat business. Our Dunn and Bradstreet # is 01-094-4650
 Payment Terms: Net Due 30 Days

*These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to European / national export authorization. Items without label, with label "AL:N" / "ECCN:N" or label "AL:9X9999" / "ECCN: 9X9999" may require authorization from responsible authorities depending on the final end-use, or the destination.

*We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof.

For shipment to California, "Displays exceeding 4" include the e-Waste recycle fee up to \$10 per item.



Exhibit D – Compensation to Siemens

Article 1: Payment for Work by SIEMENS

The CITY’s installation project total is \$22,964,693 of which \$11,346,125 is Direct Purchase of Equipment from vendors and \$11,618,568 is the Contract Sum due to SIEMENS for the Work.

The CITY has agreed to deposit the Contract Sum into an Escrow Account at a financial institution satisfactory to both the CITY and SIEMENS. All expenses to establish the Escrow Account shall be a project cost to the CITY and the CITY will receive all interest earnings from the Escrow Account.

Article 2: Payment for post-installation Services provided by Siemens

As full consideration of the PASP, which includes Measurement & Verification (M&V) Services described in Exhibit N and the maintenance services set forth in Exhibit I, the CITY shall pay to SIEMENS the amounts identified in Table D.1 plus taxes, if applicable, at the commencement of each Annual Period.

Term: The term of the PASP shall commence upon the Guarantee Date and shall extend for each Annual Period as set forth in Article 4.4 of the Agreement unless earlier terminated or cancelled as set forth in the Agreement.

Automatic Renewal: The PASP shall automatically renew for successive annual periods consistent with Article 4 of the Agreement. Either party may request to amend the PASP at the end of an Annual Period by giving the other party at least sixty (60) days prior written notice of such amendments and such amendment shall be mutually negotiated by the Parties and effective upon a written amendment signed by both Parties prior to commencement of the next Annual Period. Each automatic renewal shall be and remain subject to the terms and conditions of the Agreement.

TABLE D.1 PASP BILLING SCHEDULE

Services and Maintenance:	Description of Deliverable	Cost (annual payments)
Year 1	PASP	\$78,637
Year 2	PASP	\$64,507
Year 3	PASP	\$78,709
Year 4	PASP	\$68,422
Year 5	PASP	\$83,872
Year 6	PASP	\$73,080
Year 7	PASP	\$90,424
Year 8	PASP	\$78,580
Year 9	PASP	\$97,472
Year 10	PASP	\$84,470
Year 11	PASP	\$105,054

STAFF REPORT UTILITY MEETING

AGENDA DATE: May 30, 2023

DEPARTMENT: Electric Utility

TITLE:

Interim Annual Service Agreement for Siemens to Maintain Solar Array

SUMMARY:

Agreement with Siemens for FY23 Interim Annual Service Agreement to Maintain Solar Array

BACKGROUND AND JUSTIFICATION:

Under the City's 2015 Energy Services Agreement with Siemens, Siemens agreed to provide annual maintenance to the solar array and the City agreed to pay Siemens for such maintenance once the solar array was completed. While the City has not deemed all projects under Energy Services Agreement as substantially complete (i.e., the status of the Advanced Meter Infrastructure System remains in dispute), the City has agreed that the Solar Array is complete. The interim annual service agreement authorizes Siemens to commence the required annual maintenance of the solar array and the City's compensation for the same. The proposed interim agreement will cover the required maintenance for FY23.

MOTION:

Move to approve/disapprove Interim Annual Service Agreement to Maintain Solar Array for FY23 in the amount of \$55,321

ATTACHMENT(S):

Fiscal Impact Analysis
FY23 Maintenance Proposal
Annual Maintenance Fees Solar Pg. 25

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	\$55,321	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric Utilities
Division	Power Generation
GL Description	Contractual Services/Other Contractual Services
GL Account Number	401-6031-531.34-50
Project Number	
Requested Funds	\$55,321

Siemens Industry, Inc.
Energy Performance & Services

January 3, 2023

Brian King
City of Lake Worth Beach Utilities

PROJECT NAME: City of Lake Worth Beach

REFERENCE: Interim Annual Service Agreement to Maintain Solar Array

Brian,

Siemens is pleased to submit this lump sum proposal as an Interim Annual Service Agreement to maintain the solar array, located in the City of Lake Worth, as outlined in Exhibit I of the Energy Services Agreement (ESA) between the City of Lake Worth Beach and Siemens Industry, dated September 15, 2015,

This Interim Annual Service Agreement will ensure the solar array, which was placed in service on August 17, 2017, and accepted by the City of Lake Worth as of Oct 18, 2019, per the letter received from Torcivia, Donlon & Goddeau, P.A., dated December 2, 2020, is being properly maintained prior to final "project" acceptance of the current ESA mentioned above.

This interim agreement will not change the actual start of the Performance Assurance Guarantee period associated with the solar FIM as outlined in the ESA.

Agreement Duration: Oct 1, 2022 – September 30, 2023

Statement of Work:

PV SOLAR ARRAY AT LANDFILL – POST INSTALLATION RESPONSIBILITIES:

On an annual basis, SIEMENS will provide documentation showing the current progress and status of the array, including:

- Actual system performance ratio
- Performance ratio guarantee level
- Guaranteed energy, shown monthly
- Actual energy shown monthly

The above data will be compiled and used in all calculations necessary to be included in the annual report

PV SOLAR ARRAY AT LANDFILL – MAINTENANCE RESPONSIBILITIES:

As part of the annual maintenance responsibilities, SIEMENS Shall:

- Maintain the solar array (the system) in good working order and operate the system in accordance with all manufacturers requirements, applicable laws, regulations, and ordinances.
- Repair any damage to City property (which shall not include normal wear and tear) caused by SIEMENS, its subcontractors or any person utilized by them, their employees, agents, contractors, or representatives.
- Perform maintenance and repairs in compliance with equipment and system warranties.

- Cooperate with City, at its request, in compliance with equipment and system warranties.
- Inspect the systems general site conditions, PV arrays, electrical equipment, mounting structure, Data Acquisition System, (DAS) and balance the system twice (2) per year.
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- Inspect the array mounting structure, conduit runs and other physical components for wear or damage twice (2) each calendar year.
- Provide a written system maintenance report no later than ten (10) business days following the performance of any maintenance.
- Perform ground maintenance at the solar array project site, to include weed abatement and mowing under and around the solar array and equipment.
- Generate and coordinate claims for reimbursement and/or replacement under any available warranty from manufacturers, installers or other similar entities relating to the system (excluding substation/transmission lines and interconnection installed by others).
- Washing of panels

EXCLUSIONS:

- Substation/transmission lines and interconnection installed by others

QUOTE TO PERFORM THE WORK:

- Work will commence upon receipt of Purchase Order to SIEMENS for **\$55,321.09**

Any questions you may have concerning this proposal should be directed to the undersigned.

National Operations Manager

Larry Harrison

Mobile: 954-612-7435

E-Mail: lawrence.harrison@siemens.com



Exhibit D – Compensation to Siemens

Article 1: Payment for Work by SIEMENS

The CITY’s installation project total is \$22,964,693 of which \$11,346,125 is Direct Purchase of Equipment from vendors and \$11,618,568 is the Contract Sum due to SIEMENS for the Work.

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Year 7	PASP	\$90,424
Year 8	PASP	\$78,580
Year 9	PASP	\$97,472
Year 10	PASP	\$84,470
Year 11	PASP	\$105,054

STAFF REPORT UTILITY MEETING

AGENDA DATE: May 30, 2022

DEPARTMENT: Electric Utility

TITLE:

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

SUMMARY:

Changes to City's Net Metering program to both allow systems of up to 100 kW-AC and remove production limits.

BACKGROUND AND JUSTIFICATION:

City currently offers a Net Metering program as required by State Law, which by prior City Commission direction is limited to customer-owned renewable generation systems of less than 10 kW-AC (aka "Tier 1" systems).

The desired outcome as expressed by the City Commission is to not restrict Customers' systems annual production of electricity by prior year's usage, and to allow for installation of systems of up to 100 kW-AC (aka "Tier 2" systems).

At the City Commission's request, Staff has drafted modifications to the City's Net Metering Program Rules, Application, and Interconnection Agreement. Areas of further discussion and decision by the City Commission in regards to Tier 2 systems are whether to include a) insurance requirements and b) implementing an application fee. Such requirements and fees are in effect at the neighboring investor-owned utility for Tier 2 or Tier 3 systems. There are no application fees nor system insurance requirements applied under current City program rules for Tier 1 system.

MOTION:

Move to approve/disapprove Resolution No. 17-2023 -- Removing the annual production limitation on individual systems and creating a two (2) tiered Program.

ATTACHMENT(S):

Fiscal Impact Analysis -- N/A
Resolution 17-2023
Current Net Metering Program Rules
Current Net Metering Program Application
Current Interconnection Agreement
Net Metering Program Rules – Draft
Net Metering Program Application – Draft
Net Metering Interconnection Agreement – Draft
Current Net Metered Account Totals

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

WHEREAS, the City of Lake Worth, Florida ("City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes;

WHEREAS, pursuant to section 366.91(6), Florida Statutes, the City is required to develop a standardized interconnection agreement and net metering program for customer-owned renewable generation;

WHEREAS, since approximately 2009, the City has developed and maintained a Net Metering program for its residential and commercial electric utility customers ("Program");

WHEREAS, in Resolution No. 21-2019, the City Commission adopted rules and regulations for the Program ("Interconnection Rules") and an Interconnection Agreement;

WHEREAS, since Resolution No. 21-2019, the City Commission has revised the Interconnection Rules to allow more time for the grandfathered systems to become compliant with the Interconnection Rules; to remove the 1.5% system peak cap; and, to allow for each system to exceed their annual production limit if adding an electric vehicle;

WHEREAS, the City Commission now desires to remove the annual production limitation on individual systems and to create a two (2) tiered Program with a new annual production limit on all Tier I systems at 10 KW and on all Tier II systems at 100KW; and,

WHEREAS, the City Commission has determined that amending the Interconnection Rules and the Interconnection Agreement as set forth herein 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 foregoing recitals are hereby incorporated into this Resolution as true and correct statements.

Section 2. The Interconnection Rules for the City's Net Metering Program and the interconnection agreement are amended as set forth in **Exhibit "A"**, which are attached hereto and incorporated herein. City staff is further directed to revise the Program application to be utilized for both Tier I and Tier II systems.

Section 3. The City shall charge a non-refundable application fee of **Four Hundred Dollars (\$400)** for each Tier II system that is anticipated to have a Gross Power Rating in excess of 10KW-AC (but less than 100KW-AC). The application fee shall be included in the City's annual service fee resolution (as amended from time to time).

Section 4. All resolutions or parts of resolutions, including without limitation resolutions 21-2019, 46-2019, and 09-2022, 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, City Clerk

CITY OF LAKE WORTH BEACH ELECTRIC UTILITY NET METERING PROGRAM

RULES AND REGULATIONS FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS AND INTERCONNECTION

The City of Lake Worth Beach Electric Utility (“City”) offers a Net Metering Program for Customer-Owned Renewable Generation Systems (“Program”). The primary goal of the Program is to promote the use of renewable generation installed at the Customer’s site to offset part or all of the Customer’s electric needs. Any excess energy generated by the Customer-Owned Renewable Generation System (“System”) and not used by the Customer can be delivered to the City’s electric system. Annually, the City will set by resolution all applicable Net Metering rates to be paid to Program participants including the rate(s) to be paid for the delivery of excess energy to the City’s system. **All rates are subject to change.**

In order to participate in the Program, a Customer must:

1. Be both the owner of the parcel upon which the System is located (according to the Palm Beach County Property Appraiser) and a customer of the City’s electric utility taking bundled (non-interruptible) service. The electric utility account must be in and be maintained in the owner’s name and all documentation submitted must match the owner’s name);
2. Complete the Application for Interconnection (which is attached hereto and incorporated herein) and submit it to the City along with:
 - A. all applicable fees (if required);
 - B. a completed IRS form W-9;
 - C. a certified signed and sealed statement from a currently licensed Florida Professional Engineer attesting to the maximum Gross Power Rating (GPR) expressed in kilowatts (kW) and maximum annual electricity production expressed in kilowatt hour (kWh) production for the System annually over a period of at least the first 20 years of life of the System;
 - D. a copy of the Customer’s contractual documents for the purchase of the System, with redaction of pricing and financing terms redacted if so desired by Customer; and,
 - E. a signed Interconnect Agreement.
3. Obtain written approval of the Customer’s application from the City;
4. Obtain all necessary permits from the local building code department for the installation of the Customer’s System (if the permitting agency is the Village of Palm Springs or Palm Beach County, a copy of the plans submitted must be provided to the City in an electronic format);
5. Install the System and receive a certificate of completion (or other proof of completion) from the local building code department and submit the same to the City;

6. Provide the City with at least thirty (30) days' prior written notice of the date and time the Customer plans to place the Customer's System in service, during which time the City may at its sole discretion inspect Customer's System for compliance with its Application for Interconnection, Rules and Regulations, and Interconnection Agreement prior to providing its written approval for Customer to commence operation of Customer's System interconnected to City's electric system in any manner directly or indirectly;
7. If not readily accessible, provide access to the City to install the necessary net metering equipment and/or inspect the Customer's installed System; and,
8. Obtain written approval from the City for the interconnection of the Customer's System to the City's electric system and a fully executed copy of the Interconnection Agreement. The fully executed copy of the Interconnection Agreement is the City's authorization for the Customer to commence operation of its System as a participant in the City's Net Metering Program.

The following provides general information on the Program and Customers' participation:

Customer-Owned Renewable Generation Systems:

Customer-Owned Renewable Generation Systems (System or Systems) are defined as an electric generating system (or combination of systems) located on a Customer's parcel that is intended to offset part or all of a Customer's electricity requirements with renewable energy. Renewable energy as defined in Section 377.803, Florida Statutes, means energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power. Customers may contract for the purchase, lease, operation, or maintenance of their System with a third party. Lease terms shall not result in the retail purchase or retail sale of electricity from the System. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

Gross Power Rating (GPR) and Size Limitations:

1. The Gross Power Rating (GPR) of the Customer's System means the total manufacturer's AC nameplate generating capacity of the System that will be interconnected to and operated in parallel with City's electric system. For inverter-based Systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 to account for losses during the conversion from DC to AC.
2. The GPR shall not exceed ninety percent (90%) of the Customer's electric distribution service rating. If the GPR does exceed the ninety percent (90%) limit, the Customer shall be responsible for all costs associated with upgrading the distribution service to ensure the ninety percent (90%) limit is not exceeded.
3. The Program is applicable to Customer Systems with a GPR up to and including 10 kW. In no case shall a System with a GPR greater than 10kW be allowed to interconnect with the City's electric system under the Program.

A Customer is not authorized to have a System(s) with a GPR of more than 10kW.

4. All Systems shall be sized to have an annual production limit not to exceed the Customer's most recent actual annual energy consumption measured in kilowatt hour (kWh) (AC). In the event that Customer has purchased an electric vehicle(s), up to an additional 3,000 kWh AC may be added to the Customer's recent actual annual energy consumption in order to size the System to accommodate each electric vehicle purchased and to be registered at Customer's address where the System is installed. If exercising this option Customer is required to provide proof of purchase or signed contract for the Electric Vehicle(s). However, in no case shall the System exceed the 10 KW GPR size limit. The Customer shall provide proof of compliance with this size limitation by submission of a signed and sealed statement from a currently licensed Florida Professional Engineer attesting to the annual kWh production of the System.

Application Fees:

The City does not charge an application fee for the Program. There is also no charge to the Customer for the installation of metering required to measure the energy delivered to the Customer and the excess energy delivered by the Customer's System to the City's electric system. However, if during the City's review of a Customer's application, the City determines the City's electric system will need to be revised and/or upgraded to accommodate the interconnection of the Customer's System, the Customer shall be responsible for all costs associated with revising and/or upgrading the City's electric system. The City will endeavor to provide such costs to the Customer prior to the City approving the Customer's application.

The Application attached hereto is incorporated by reference into these Rules and Regulations.

Islanding:

For safety reasons the Customer's System shall not energize the City's electric system when the City's electric system is de-energized at the Customer's service point. There shall be no intentional islanding, as described in the Institute of Electric and Electronic Engineers (IEEE) Standard 1547, between the Customer's System and the City's electric system.

External Disconnect Switch:

For all Systems, the City requires an isolation device per IEEE 1547.2003. The isolation device shall be a manual disconnect switch of the visible load break type. The switch must be externally visible and readily accessible to City personnel. The device shall be located adjacent to, but separate from, the meter. The switch must be capable of being locked in the off position with a City lock.

Standards, Codes and Inspections:

1. Inverters:

For inverter based Systems, the inverter must be listed and in compliance with Underwriters Laboratory (UL) 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems. Utility-interactive inverters that pass the tests of UL 1741 will be

considered as non-islanding inverters and will comply with the IEEE 1547.2003 interconnection standard.

2. System Installations:

The Customer certifies and must submit documentation that the System complies with the following standards:

- a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
- c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- d. The applicable National Electric Code, state and/or local building codes, mechanical codes and electrical codes.
- e. The manufacturer's installation, operation and maintenance instructions.

3. Inspections:

- a. The Customer must have the System installation inspected and approved by the local building code authority having jurisdiction (i.e., the City of Lake Worth Beach, the Village of Palm Springs or Palm Beach County). Proof of the inspection and approval must be provided prior to the City installing the net metering equipment and/or the City executing the Interconnection Agreement. If the local building code authority is the Village of Palm Springs or Palm Beach County, the Customer must submit a copy of its building plans to the City in an electronic format.
- b. The City reserves the right to inspect the System installation prior to parallel operation with the City's electric system. The inspection is to ensure compliance with the standards, terms and conditions of the City's Interconnection Agreements and City's Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection. The City also reserves the right to inspect the System at any time after approval and interconnection with the City's electric system to ensure compliance with the standards, terms and conditions of the Interconnection Agreement, and may order or effect a System to be isolated immediately from the City's electric system upon a finding of non-compliance. Further, after approval of a Customer's System, the City reserves the right to obtain copies of, and/or be provided with access to, current data showing the actual GPR and/or annual production of a Customer's System. This may include access to the actual System and/or copies/access to the Customer's web portal documenting the System's GPR and/or annual production. Failure to provide copies and/or access to such data within ten (10) days of the City's request will result in the Customer being removed from the Program.
- c. In no case shall the System be operated in parallel with the City's electric system without the written approval of the City.

- d. The Customer is responsible for ensuring that the System is inspected, maintained and tested regularly in accordance with the manufacturer's recommendations to ensure proper and safe operation.
- e. The City will not inspect, maintain or advise the Customer on the maintenance or operation of the System other than ensuring proper interconnection operation with the City's system.

Insurance:

The City does not require specific insurance coverage. However, it is strongly encouraged that the Customer maintain general liability insurance for personal injury and property damage for not less than one hundred thousand dollars (\$100,000).

Notice to the City of Changes:

Participants in the Program are required to provide advanced written notice to the City, and obtain approval of the City, of the following changes:

1. Changes to the System that involve replacing inverter(s) and/or solar panels that will cause an increase its GPR and/or annual production of kWh above what was represented in the certified signed and sealed statement from a licensed Florida Professional Engineer attesting to the maximum GPR and maximum annual electricity production for the System as submitted to obtain the Interconnection Agreement. The notice must be provided at least thirty (30) days prior to the work being performed to change the System. Depending on the change to be made, the City may require a new application, Interconnection Agreement and/or further documentation from the Customer prior to the work being performed.
2. Change in ownership of the System and Customer account. The notice must be provided prior to change in ownership or change to the account. The new owner will be required to apply to be a Program participant and enter a new Interconnection Agreement with the City.

Grandfathered Systems:

All rules and regulations set forth herein apply to all current and future Customers participating in the City's Net Metering Program, until otherwise amended. However, all Customers participating in the City's Net Metering Program as of April 30, 2019 (including those Customers who submitted a written application to their applicable permitting agency with necessary building plans to authorize the installation of a System as of April 30, 2019) shall be considered grandfathered into the Net Metering Program ("Grandfathered Systems") without a requirement that they make their Systems conform to the rules and regulations set forth herein which provide a limit on their System's annual production and GPR. However, if a Grandfathered System has an existing GPR of 10kW or more, the Grandfathered System is prohibited from increasing or expanding its existing GPR. Further, if a Grandfathered System has an existing annual production which exceeds the Customer's most recent actual annual energy consumption measured in kWh (AC), the Grandfathered System is prohibited from increasing or expanding its size and/or annual production.

The City reserves the right to require the Customer responsible for a Grandfathered System to install an external disconnect switch (at the Customer's expense) if the City has a reasonable concern regarding the

safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel, third parties and/or the public as it relates to the Customer's Grandfathered System. All Customers with Grandfathered Systems shall be required to sign an Interconnection Agreement and are subject to all terms and conditions in the Interconnection Agreement and Applicable Laws except where specifically stated otherwise. Failure to sign an Interconnection Agreement by August 30, 2019 will result in the City discontinuing the Customer's participation in the City's Net Metering Program and disconnection of the Customer's System from interconnection with the City's System. The Customers with Grandfathered Systems are required to complete an application and submit all existing documentation on their System to the City for formal documentation of their Grandfathered System's annual production and GPR by August 30, 2019; however, a certified statement on the System's annual production from a Florida Professional Engineer is not required. The City may request further documentation from the Customer if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel and/or the public as it relates to the Customer's Grandfathered System. All other rules and regulations set forth herein shall be applicable to the Grandfathered Systems.

If a Customer with a Grandfathered System is removed from the Net Metering Program, the Grandfathered System will lose its grandfathered status. Participation in the Net Metering Program thereafter will require the Customer to bring the System into conformance with all requirements of the City's Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection.

Attachments:

Application

Interconnection Agreement

**CITY OF LAKE WORTH BEACH ELECTRIC UTILITY
NET METERING PROGRAM**

APPLICATION FOR PARTICIPATION IN THE CITY'S NET METERING PROGRAM

The City of Lake Worth Beach Electric Utility ("City") Customers who install customer-owned renewable generation systems ("Systems") and desire to interconnect those Systems with the City's electric system are required to complete this application, submit all required documentation and a signed Interconnection Agreement. This application and copies of the City's Net Metering Program Rules and Regulations and the Interconnection Agreements may be obtained from the City by contacting Joel Rutsky at (561) 586-1725 or via e-mail at jrutsky@lakeworthbeachfl.gov

1. Customer Information

*Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

City Customer Account Number: _____

*The Name provided above must match the name on the City Customer Account.

2. Customer System Information

System's Physical Location: _____

Fuel or Energy Source: _____

System Manufacturer: _____

Inverter Reference or Model Number: _____

Serial Number: _____

Solar PV (if applicable)

PV Panel Model Number(s): _____

How many panels: _____ Wattage per panel: _____

Battery Storage (yes or no): _____

Other generator Information / non PV generation. (When applicable): _____

Anticipated System Installation Date: _____*

*Customer's Anticipated Installation Date may be subject to change depending on the proposed System size and additional information required by the City. For Grandfathered Systems, please provide the date the System was installed.

For Grandfathered Systems (as defined in the Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection), please provide the following:

Current Gross Power Rating: _____

Current Annual Production: _____

3. System Gross Power Rating

A System's Gross Power Rating (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site Customer-owned renewable generation system that will be interconnected to and operate in parallel with City's electric system. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC). The GPR shall not exceed ninety percent (90 %) of the Customer's electric distribution service rating and the GPR shall not be greater than 10kW. The Customer shall provide proof of compliance with these GPR limitations by submission of a signed and sealed statement from a currently licensed Florida Professional Engineer attesting to the System's GPR. The certified statement shall be attached to this Application (as noted below).

4. Annual Production Limitation (kWh)

The Customer's System shall be sized to have an annual production limit not to exceed the Customer's most recent actual annual energy consumption measured in kilowatt hour (kWh) (AC). The Customer shall provide proof of compliance with this size limitation by submission of a signed and sealed statement from a currently licensed Florida Professional Engineer attesting to the annual kilowatt hour (kWh) production for the System. The certified statement shall be attached to this Application (as noted below).

5. Application Fee

There is no application fee due at the time of submitting this Application. However, if during the City's review of the Application, the City determines the City's electric system will need to be revised and/or upgraded to accommodate the interconnection of the Customer's System, the Customer shall be responsible for all costs associated with revising and/or upgrading the City's electric system. The City will endeavor to provide such costs to the Customer prior to the City approving the Customer's application.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the City by the Customer.

- A. Documentation demonstrating that the installation complies with:
1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
 2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
 3. UL 1741 (2005) and UL 1703 Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
 4. The applicable National Electric code, state and/or local building codes, mechanical codes and electrical codes.
 5. The manufacturer's installation, operation and maintenance instructions.

- B. Documentation that the Customer's System has been inspected and approved by local building code officials prior to its operation in parallel with City's electric system to ensure compliance with applicable local codes. If the Village of Palm Springs or Palm Beach County is inspecting the System, the Customer must also submit a copy of the System's building plans in electronic format to the City.
- C. A completed IRS form W-9.
- D. A signed Interconnection Agreement.
- E. Signed and sealed statement from a currently licensed Florida Professional Engineer that the System complies with the GPR and annual production limitations as stated above. This requirement does not apply to Grandfathered Systems. However, Customers with Grandfathered Systems may be required to provide additional documentation as to their existing GPR and annual production.
- F. A copy of the Customer's contractual documents for the System.
- G. Such additional documentation as the City may request after reviewing the Application.

By signing this application, the Customer represents that the information herein is true and correct and understands that the Customer's application may be rejected if false or misleading information is submitted or the Customer may be later removed from the Program for submitting false or misleading information.

Customer:

Signature(s): _____

Print Name(s): _____

Date: _____

Reviewed and approved by:

_____	_____
Print Name:	Date
Print Position:	

_____	_____
Print Name:	Date
Print Position	

_____	_____
Print Name:	Date
Print Position	

**STANDARD INTERCONNECTION AGREEMENT
CUSTOMER-OWNED RENEWABLE GENERATION SYSTEM**

THIS INTERCONNECTION AGREEMENT (“Agreement”) is entered by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and _____, a City of Lake Worth Beach Electric Utility Customer (“Customer”). The City and Customer shall collectively be called the “Parties”. The physical location/premises where the interconnection is taking place: _____.

RECITALS

WHEREAS, the City owns and operates an electric system serving the City’s municipal boundaries and portions of the surrounding un-incorporated Palm Beach County and portions of the Village of Palm Springs;

WHEREAS, the Customer, who is a current customer of the City’s electric utility, has submitted an application to the City for participation in the City’s Net Metering Program and to interconnect the Customer’s System with the City’s electric system at the location identified above;

WHEREAS, in order to allow the development of Systems to interconnect with the City’s electric system, the City desires to approve the Customer’s application and authorize the interconnection of the Customer’s System under such terms and conditions which will insure the safety of City’s customers and employees and the reliability and integrity of the City’s electric system; and,

WHEREAS, the purpose of this Agreement is to set forth those certain terms and conditions for the interconnection of the Customer’s System with the City’s electric system under the Net Metering Program.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Customer agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: DEFINITIONS. As used in this Agreement, the following terms have the provided meaning:

Annual Production Limitation means the limitation on the size of a System to have an annual production limit not to exceed the Customer’s most recent actual annual energy consumption as measured in kilowatt hour (AC).

Applicable Laws means the terms and conditions of the City’s Net Metering Program, the City’s Net Metering Rules and Regulations and related resolutions and/or ordinances and all applicable city, county state and federal laws, regulations and codes, as may be amended from time to time.

Customer means a customer of the City’s electric utility taking bundled (non-interruptible) service.

Grandfathered Systems means Customers with Systems participating in the City’s Net Metering Program as of April 30, 2019 (including those Customers who submitted a written application to their applicable permitting agency with necessary building plans to authorize the installation of a System as of April 30, 2019).

Gross Power Rating or “GPR” means the total manufacturer’s AC nameplate generating capacity of the

Customer's System that will be interconnected to and operate in parallel with the City's electric system. For inverter-based Systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

Net Metering Program means the City's program established annually by City resolution which includes the applicable rates for participants in the program, as may be amended from time to time.

Net Metering Rules and Regulations means the rules and regulations established by the City to govern the City's Net Metering Program and include those rules and regulations established by the City Commission and/or any policies established by the City's Electric Utility which implement or interpret the rules and regulations established by the City Commission, as may be amended from time to time.

Renewable Energy, as defined in Section 377.803, Florida Statutes, means energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power.

System means as an electric generating system (or combination of systems) located on a Customer's parcel that is intended to offset part or all of a Customer's electricity requirements with Renewable Energy. The term System does not preclude the Customer from contracting for the purchase, lease, operation, or maintenance of the on-site System with a third party. Lease terms shall not result in the retail purchase or retail sale of electricity from the System. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

SECTION 3: APPROVAL OF SYSTEM AND GRANDFATHERED SYSTEMS.

A. The City has approved the Customer's System based on the Customer's Application and supporting documentation. The Customer's Application and supporting documentation are incorporated into this Agreement by reference and form the basis for the City's approval of the Customer's System and the City's consideration for entering this Agreement and authorizing the interconnection to the City's electric system. If it is later determined that the Customer's Application and supporting documentation contained incorrect or misleading information, the City reserves the right to terminate this Agreement as stated herein and remove the Customer from participation in the City's Net Metering Program.

B. All Customers with Grandfathered Systems shall be required to sign this Agreement and are subject to all terms and conditions in this Agreement and Applicable Laws except where specifically stated otherwise. The Customers with Grandfathered Systems are required to complete an application and submit all existing documentation on their Grandfathered System to the City for formal documentation of their System's annual production and GPR; however, a certified statement on the System's annual production from a Florida Professional Engineer is not required. The City may request further documentation based upon a reasonable concern regarding the safety of the Customer's System and/or the safety of the City's electric system, its personnel, third parties and/or the public as it relates to the Customer's System.

SECTION 4: CITY'S DISCLAIMERS.

A. The City's Net Metering Program and all associated electric utility rates are governed by the City of Lake Worth Beach City Commission. The City's Net Metering Program and the associated electric utility rates including, without limitation, the Net Metering rates and rate(s) to be paid for the delivery of excess energy from the Customer's System, are not permanent and will change as determined by the City Commission in its sole discretion. By entering this Agreement, the Customer acknowledges and agrees that this Agreement does not establish or create any rights in the Customer to the continuation of the City's Net Metering Program or the stability of any associated electric utility rates.

B. By approving the Customer's application, this Agreement to interconnect to the City's electric

system and allowing a Customer to participate in the City's Net Metering Program, neither the City nor its officials, employees or agents make any specific promises regarding the City's electric system, its reliability, availability or ability to interconnect with the Customer's System. THE CITY AUTHORIZES THE CUSTOMER'S SYSTEM TO INTERCONNECT WITH THE CITY'S ELECTRIC SYSTEM "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. Further, the Customer acknowledges that its provision of electricity to the City hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City pursuant to the City's Net Metering Program from all participating City customers, exceeds one and one-half percent (1.5%) of the aggregate City electric system peak demand.

SECTION 5: INTERCONNECTION REQUIREMENTS AND PROHIBITIONS.

A. The GPR for the Customer's System must not exceed 90% of the City's distribution service rating at the Customer's location. If it is discovered that a System has a GPR that does exceed the 90% limit, the City in its sole discretion may terminate this Agreement, or require the Customer to pay all costs of upgrading the City's distribution facilities to accommodate the GPR capacity and/or to ensure the 90% threshold is not breached in the future. The Customer's System shall be limited to a total GPR of 10kW or less. This provision does not apply to Grandfathered Systems which have an existing and permitted GPR of more than 10kW and/or an existing and permitted GPR that exceeds 90% of the City's distribution service rating at the Customer's location. However, said Grandfathered Systems are prohibited from increasing or expanding its existing GPR.

B. The Customer's System shall at all times be sized to have an annual production limit that does not exceed the Customer's most recent actual annual energy consumption measured in kilowatt hour (kWh) (AC). This provision does not apply to a Grandfathered System which has an existing and permitted annual production that exceeds the Customer's most recent actual annual energy consumption measured in kilowatt hour (kWh) (AC). However, said Grandfathered System is prohibited from increasing or expanding its existing annual production.

C. The Customer and the Customer's System shall fully comply with all Applicable Laws as those may be amended or revised from time to time.

D. The Customer is not precluded from contracting for the lease, operation or maintenance of the Customer's System with a third party. Such lease may not provide terms or conditions that provide for any payments or other compensation under the lease for the purchase of energy produced by the Customer's System. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the Customer's System. Notwithstanding these restrictions, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than the City, then Customer shall be in breach of this Agreement and may be subject to termination from the City's Net Metering Program and/or be subject to fines/penalties through the City's code compliance process.

E. By signing this Agreement the Customer certifies that its System's installation, operation and its maintenance shall be in compliance with the following standards:

- i. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
- ii. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
- iii. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System

- Equipment for Use with Distributed *Energy Resources*;
- iv. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes; and,
 - v. The manufacturer's installation, operation and maintenance instructions.

F. Prior to commencing parallel operation with the City's electric system, Customer shall have the Customer's System inspected and approved by the appropriate code authorities having jurisdiction (i.e., City of Lake Worth Beach, Palm Beach County or the Village of Palm Springs). For Customers using the Village of Palm Springs or Palm Beach County for their inspections, the Customers shall submit a copy of their building plans to the City in an electronic format.

G. At least thirty (30) days prior to initially placing the Customer's System in service, the Customer shall provide written notification to the City advising the City of the date and time at which Customer intends to place the System in service. The City shall have the right to have personnel present on or before the in-service date in order to ensure compliance with the requirements of this Agreement and install any necessary net metering equipment. The Customer shall provide the City with full access to the Customer's System. The City will provide the Customer with a fully signed copy of this Agreement which is the City's authorization for the Customer to commence operation of its System as a participant in the City's Net Metering Program. This provision shall not apply to Grandfathered Systems unless a change in ownership occurs.

H. The Customer agrees to permit the City (if requested by the City) to inspect the Customer's System and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the Customer's System goes into service and to witness the initial testing of the Customer's System, equipment and protective apparatus. The City will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City may conduct inspections and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the City access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet the City's legal obligation to provide service to its customers.

I. Customer certifies that the Customer's System includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City's electric system upon a loss of City power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. Utility-interactive inverters that pass the tests of UL 1741 will be considered as non-islanding inverters and will comply with the IEEE 1547.2003 interconnection standard. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

J. If Customer adds another system to its approved System which (i) utilizes the same utility-interactive inverter for both systems; or, (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide the City with thirty (30) days advance written notice of the addition prior to installation and submit a new application, all required documentation and a newly executed Interconnection Agreement for the combined Systems. The City must approve the combined System before it may interconnect with the City's electric system. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

K. The Customer shall not energize the City's electric system when the City's electric system is de-energized at the Customer's service point. The Customer shall cease to energize the City's electric system during a faulted condition on the City's electric system and/or upon any notice from the City that the de-energizing of Customer's System is necessary. The Customer shall cease to energize the City's electric system prior to automatic or non-automatic reclosing of the City's protective devices. There shall

be no intentional islanding, as described in IEEE 1547, between the Customer's System and the City's electric system.

L. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other System components from damage from the normal and abnormal operations that occur on the City's electric system in delivering and restoring system power. Customer agrees that any damage to any of its System, including, without limitation, all components and related accessories of its System, due to the normal or abnormal operation of the City's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the Customer's System and all equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection and testing should occur after large storms have traversed Customer's location and after connection with the City's system has been restored. Unless due to a default, breach or other issue related to the City's electric system, the City will not inspect, maintain or advise the Customer on the maintenance, testing or operation of the Customer's System.

M. The Customer has installed and is required to maintain a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the System and any Customer wiring connected to the City's electric system, such that back feed from the System to the City's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the City and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City, this switch will be under the control of the City. If the Customer does not have a manual disconnect switch or it is in a state of disrepair, the City will remove the Customer's meter in the event the City needs to visibly isolate the Customer's System, which will result in the loss of electric service. This provision does not apply to Grandfathered Systems unless a disconnect switch was originally installed with the System. However, the City reserves the right to require the Customer to install an external disconnect switch (at the Customer's expense) if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel and/or the public as it relates to the Customer's Grandfathered System.

N. The City strongly encourages the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000). For Grandfathered Systems with an existing and permitted GPR of 10kW or more, the City strongly encourages the Customer to maintain general liability insurance for personal injury and property damage in the minimum amount of one million dollars (\$1,000,000).

O. The City will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy for the Customer's System. The Customer's service associated with the Customer's System will be metered to measure the energy delivered by the City to Customer, and also measure the energy delivered by Customer to the City. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to the City.

P. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the Customer's System.

Q. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the Customer's System. The Customer agrees to provide the City with a copy of the Local Building Code Official inspection and certification of installation upon receipt. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

R. In no event shall any statement, representation, or lack thereof, either express or implied, by the City, relieve the Customer of exclusive responsibility for the Customer's System. Specifically, any City inspection of the Customer's System shall not be construed as confirming or endorsing the System design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's System. The City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any Customer equipment or procedure. Further, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related to or arising from the operation or mis-operation of its System.

S. Notwithstanding any other provision of this Agreement, the City, at its sole and absolute discretion, may isolate the Customer's System from the City's electric system by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The Customer's System will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. The City shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's System is operating at reduced capacity or is disconnected from the City's electric system pursuant to this Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

- i. City electric system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
- ii. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any City or other third party equipment, any part of the City's system or Customer's System.
- iii. Hazardous conditions existing on the City's utility system(s) due to the operation of the Customer's System as determined by the City.
- iv. Adverse electrical effects (such as power quality problems) on the City's electric system or other electric consumers caused by the Customer's System as determined by the City.
- v. When Customer is in breach of any of its obligations under this Agreement or any other applicable policies and procedures of the City.
- vi. When the Customer fails to make any payments due to the City by the due date thereof.

T. Upon termination of this Agreement, the City shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within ten (10) working days following the termination, the Customer shall permanently isolate the Customer's System from the City's electric system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock. For Grandfathered Systems, if a disconnect switch does not exist, the City will remove the Customer's meter and electric service will be discontinued until the City is assured the Customer's System is no longer interconnected to the City's electric system.

U. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the Customer's System or Customer's account, Customer shall provide written notice to the City at least thirty (30) days' prior to the change in ownership or the account. The new owner shall not be permitted to participate in the City's Net Metering Program or interconnect with the City's system until the new owner applies to participate in the Net Metering Program and a new interconnection agreement is executed by the new owner and the City. The City reserves the right to inspect the Customer's System prior to any new owner assuming ownership and require any necessary repairs, testing and/or maintenance by

the new owner to ensure the System is in compliance with the Applicable Laws.

V. The City and Customer recognize that the Applicable Laws, including any rules which directly addressing the subject of this Agreement, may be amended from time to time. In the event that such Applicable Laws are amended that affect the terms and conditions of this Agreement, the City and the Customer agree to supersede and replace this Agreement with a new agreement which complies with the amended Applicable Laws.

W. The Customer must execute this Agreement and submit the same to the City with its application to be a participant in the City's Net Metering Program. If the Customer's application is denied or revoked, this Agreement will be null and void. For Grandfathered Systems, the application is required in order to formally document the size and GPR of the system.

SECTION 6: TERM AND TERMINATION.

A. Term and Termination: This Agreement shall continue in effect from year to year until the Customer gives thirty (30) days' written notice of its intent to terminate this Agreement unless earlier terminated by the City as set forth herein.

B. Termination for Customer's Breach or Default: The City may terminate the Customer's participation in the City's Net Metering Program and terminate this Agreement in the event that the Customer engages in any act or makes any omission constituting a breach or default of any term or condition of this Agreement and/or the Applicable Laws. The City shall provide the Customer with written notice specifying the nature of the breach and the Customer shall then have five (5) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within five (5) days, then the Customer's participation in the City's Net Metering Program and this Agreement shall terminate at the end of the five (5) day period without further notice or demand. The City reserves the right in the event of a threat to the City's electric system or other life safety issues created or related to the Customer's System, to shorten the notice period set forth above and/or to take immediate action with regards to the Customer's System. Any and all expenses related to or arising from the termination of the Customer's participation in the City's Net Metering Program and this Agreement under this provision shall be the Customer's sole responsibility and shall be included on the Customer's next utility bill. If not timely paid to the City within the timeframe set forth in the Customer's utility bill, the City may disconnect electric service until such time as all expenses are paid (including any and all related late fees and disconnect charges). The City will have a lien on the Customer's property for all unpaid amounts pursuant to the City's code of ordinances and applicable law.

C. Termination for Lack of Appropriations: The parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, the City's Net Metering Program and this Agreement are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated with the City's Net Metering Program in any fiscal year of the City. Notwithstanding anything in the City's Net Metering Program or this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's Net Metering Program and/or obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's Net Metering Program and/or obligations hereunder in any fiscal period, then the City will notify the Customer of such occurrence and either the City or the Customer may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall any amounts then due to the Customer under the City's Net Metering Program through the date of termination.

D. Net Metering Program Termination: The City reserves the right in its sole discretion to terminate this Agreement upon providing at least sixty (60) days' notice to the Customer in the event the City

terminates the City's Net Metering Program or makes material changes to the City's Net Metering Program which require the execution of new interconnection agreements by all customers.

SECTION 7: INDEMNIFICATION.

A. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City, any and all of its officials, officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees (at all trial and appellate levels) of any type, losses, damages, expenses, and liabilities, related to, arising from, or in any way connected with any or all of the following:

- i. The design, construction, installation, inspection, maintenance, testing or operation of Customer' System used in connection with this Agreement.
- ii. The interconnection of Customer's System with, and delivery of energy from the System to, the City's electrical system.
- iii. The performance or nonperformance of Customer's obligations under this Agreement or the obligations of any and all of Customer's officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.
- iv. Customer, its officers, agents, contractor (and any subcontractor or material supplier thereof) and employees breach or default under this Agreement.

Customer's obligations under this section shall not require the Customer to indemnify, defend or hold the harmless the City for the City's own negligence.

B. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City, nor shall this Agreement be construed as consent by the City to be sued. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity by the City.

SECTION 8: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 9: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. The parties shall attempt to amicably resolve all claims arising out of or related to this Agreement or its breach. If the parties are able to amicably resolve a claim themselves, the claim shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action related to or arising from this Agreement will be held in Palm Beach County, Florida, and the City and the Customer irrevocably submit to the jurisdiction and venue of such court. 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. Notwithstanding the foregoing, the City reserves the right to immediately seek court action to enjoin any breach or default by the Customer arising from or related to Customer's System and/or this Agreement.

SECTION 10: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 11: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this

Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 12: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

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

with copy to:

City of Lake Worth Beach Electric Utility
Attn: Electric Utility Director
1900 2nd Avenue North
Lake Worth Beach, FL 33461

and if sent to the Customer, shall be sent to the Customer's utility billing address.

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 13: ENTIRETY OF AGREEMENT. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. This Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electric system.

SECTION 14: WAIVER. None of the provisions of this Agreement shall be considered waived by either party except when such waiver is given in writing. No waiver by either Party of any one or more breaches or defaults in the performance of the provisions of this Agreement shall operate or be construed as a waiver of any other existing or future breach or default or breaches or defaults.

SECTION 15: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with other customers and individuals or firms to interconnect with the City's electric system.

SECTION 16: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 17: SURVIVABILITY. 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.

SECTION 18: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 19: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Customer should review Palm Beach County ordinance number 2011-009 to be aware of its rights and/or obligations under such ordinance.

SECTION 20: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement incorporates by reference the Applicable Laws and the Customer's Application and supporting documents. To the extent of any conflict between this Agreement and the remaining documents incorporated herein, the Applicable Laws shall control with this Agreement next taking precedence.

SECTION 21: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 22: NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the City and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the City or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the City and Customer and their respective representatives, successors, and assigns.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Standard Interconnection Agreement as of the day and year set forth below for the City's execution.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____

Date: _____

Print Name: _____

Print Title: _____

CUSTOMER:

For Individual Owner(s):

Signature: _____

Location of System: _____

Print Name: _____

Signature: _____

Print Name: _____

For Corporate Owner:

By: _____

Location of System: _____

Print Name: _____

Print Title: _____

[Corporate Seal]

**STANDARD INTERCONNECTION AGREEMENT
CUSTOMER-OWNED RENEWABLE GENERATION SYSTEM**

THIS INTERCONNECTION AGREEMENT (“Agreement”) is entered by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and _____, a City of Lake Worth Beach Electric Utility Customer (“Customer”). The City and Customer shall collectively be called the “Parties”. The physical location/premises where the interconnection is taking place: _____.

RECITALS

WHEREAS, the City owns and operates an electric system serving the City’s municipal boundaries and portions of the surrounding un-incorporated Palm Beach County and portions of the Village of Palm Springs;

WHEREAS, the Customer, who is a current customer of the City’s electric utility, has submitted an application to the City for participation in the City’s Net Metering Program and to interconnect the Customer’s System with the City’s electric system at the location identified above;

WHEREAS, in order to allow the development of Systems to interconnect with the City’s electric system, the City desires to approve the Customer’s application and authorize the interconnection of the Customer’s System under such terms and conditions which will insure the safety of City’s customers and employees and the reliability and integrity of the City’s electric system; and,

WHEREAS, the purpose of this Agreement is to set forth those certain terms and conditions for the interconnection of the Customer’s System with the City’s electric system under the Net Metering Program.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Customer agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: DEFINITIONS. As used in this Agreement, the following terms have the provided meaning:

Applicable Laws means the terms and conditions of the City’s Net Metering Program, the City’s Net Metering Rules and Regulations and related resolutions and/or ordinances and all applicable city, county state and federal laws, regulations and codes, as may be amended from time to time.

Customer means a customer of the City’s electric utility taking bundled (non-interruptible) service.

Grandfathered Systems means Customers with Systems participating in the City’s Net Metering Program as of April 30, 2019 (including those Customers who submitted a written application to their applicable permitting agency with necessary building plans to authorize the installation of a System as of April 30, 2019).

Gross Power Rating or “GPR” means the total manufacturer’s AC nameplate generating capacity of the Customer’s System that will be interconnected to and operate in parallel with the City’s electric system. For inverter-based Systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

Net Metering Program means the City's program established annually by City resolution which includes the applicable rates for participants in the program, as may be amended from time to time.

Net Metering Rules and Regulations means the rules and regulations established by the City to govern the City's Net Metering Program and include those rules and regulations established by the City Commission and/or any policies established by the City's Electric Utility which implement or interpret the rules and regulations established by the City Commission, as may be amended from time to time.

Renewable Energy, as defined in Section 377.803, Florida Statutes, means energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power.

System means as an electric generating system (or combination of systems) located on a Customer's parcel that is intended to offset part or all of a Customer's electricity requirements with Renewable Energy. The term System does not preclude the Customer from contracting for the purchase, lease, operation, or maintenance of the on-site System with a third party. Lease terms shall not result in the retail purchase or retail sale of electricity from the System. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

SECTION 3: APPROVAL OF SYSTEM AND GRANDFATHERED SYSTEMS.

A. The City shall conduct a review of Customer's application and supporting documentation, and if appropriate will approve the Customer's System based on the Customer's Application and supporting documentation. The Customer's Application and supporting documentation are incorporated into this Agreement by reference and form the basis for the City's approval of the Customer's System and the City's consideration for entering this Agreement and authorizing the interconnection to the City's electric system. If it is later determined that the Customer's Application and supporting documentation contained incorrect or misleading information, the City reserves the right to terminate this Agreement as stated herein and remove the Customer from participation in the City's Net Metering Program.

B. All Customers with Grandfathered Systems shall be required to sign this Agreement prior to placing the System in service and are subject to all terms and conditions in this Agreement and Applicable Laws except where specifically stated otherwise. The Customers with Grandfathered Systems are required to complete an application and submit all existing documentation on their Grandfathered System to the City for formal documentation of their System's annual production and GPR; however, a certified statement on the System's annual production from a Florida Professional Engineer is not required. The City may request further documentation and/or system modifications based upon a reasonable concern regarding the safety of the Customer's System and/or the safety of the City's electric system, its personnel, third parties and/or the public as it relates to the Customer's System.

SECTION 4: CITY'S DISCLAIMERS.

A. The City's Net Metering Program and all associated electric utility rates are governed by the City of Lake Worth Beach City Commission. The City's Net Metering Program and the associated electric utility rates including, without limitation, the Net Metering rates and rate(s) to be paid for the delivery of excess energy from the Customer's System, are not permanent and will change as determined by the City Commission in its sole discretion. By entering this Agreement, the Customer acknowledges and agrees that this Agreement does not establish or create any rights in the Customer to the continuation of the City's Net Metering Program or the stability of any associated electric utility rates.

B. By approving the Customer's application, this Agreement to interconnect to the City's electric system and allowing a Customer to participate in the City's Net Metering Program, neither the City nor its officials, employees or agents make any specific promises regarding the City's electric system, its

reliability, availability or ability to interconnect with the Customer's System. THE CITY AUTHORIZES THE CUSTOMER'S SYSTEM TO INTERCONNECT WITH THE CITY'S ELECTRIC SYSTEM "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C.

SECTION 5: INTERCONNECTION REQUIREMENTS AND PROHIBITIONS.

A. The GPR for the Customer's System must not exceed 90% of the City's distribution service rating at the Customer's location. If it is discovered that a System has a GPR that does exceed the 90% limit, the City in its sole discretion may terminate this Agreement, or require the Customer to pay all costs of upgrading the City's distribution facilities to accommodate the GPR capacity and/or to ensure the 90% threshold is not breached in the future.

B. The Customer and the Customer's System shall fully comply with all Applicable Laws as those may be amended or revised from time to time.

C. The Customer is not precluded from contracting for the lease, operation or maintenance of the Customer's System with a third party. Such lease may not provide terms or conditions that provide for any payments or other compensation under the lease for the purchase of energy produced by the Customer's System. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the Customer's System. Notwithstanding these restrictions, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than the City, then Customer shall be in breach of this Agreement and may be subject to termination from the City's Net Metering Program and/or be subject to fines/penalties through the City's code compliance process.

D. By signing this Agreement the Customer certifies that its System's installation, operation and its maintenance shall be in compliance with the following standards:

- i. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
- ii. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
- iii. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*;
- iv. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes; and,
- v. The manufacturer's installation, operation and maintenance instructions.

E. Prior to commencing parallel operation with the City's electric system, Customer shall have the Customer's System inspected and approved by the appropriate code authorities having jurisdiction (i.e., City of Lake Worth Beach, Palm Beach County or the Village of Palm Springs). For Customers using the Village of Palm Springs or Palm Beach County for their inspections, the Customers shall submit a copy of their building plans to the City in an electronic format.

F. At least thirty (30) days prior to initially placing the Customer's System in service, the Customer shall provide written notification to the City advising the City of the date and time at which Customer intends to place the System in service. The City shall have the right to have personnel present on or before the in-service date in order to ensure compliance with the requirements of this Agreement and install any necessary net metering equipment. The Customer shall provide the City with full access to the Customer's System. The City will provide the Customer with a fully signed copy of this Agreement which is the City's

authorization for the Customer to commence operation of its System as a participant in the City's Net Metering Program. This provision shall not apply to Grandfathered Systems unless a change in ownership occurs.

G. The Customer agrees to permit the City (if requested by the City) to inspect the Customer's System and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the Customer's System goes into service and to witness the initial testing of the Customer's System, equipment and protective apparatus. The City will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City may conduct inspections and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the City access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet the City's legal obligation to provide service to its customers.

H. Customer certifies that the Customer's System includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City's electric system upon a loss of City power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. Utility-interactive inverters that pass the tests of UL 1741 will be considered as non-islanding inverters and will comply with the IEEE 1547.2003 interconnection standard. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

I. If Customer adds another system to its approved System which (i) utilizes the same utility-interactive inverter for both systems; or, (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide the City with thirty (30) days advance written notice of the addition prior to installation and submit a new application, all required documentation and a newly executed Interconnection Agreement for the combined Systems. The City must approve the combined System before it may interconnect with the City's electric system. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

J. The Customer shall not energize the City's electric system when the City's electric system is de-energized at the Customer's service point. The Customer shall cease to energize the City's electric system during a faulted condition on the City's electric system and/or upon any notice from the City that the de-energizing of Customer's System is necessary. The Customer shall cease to energize the City's electric system prior to automatic or non-automatic reclosing of the City's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's System and the City's electric system.

K. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other System components from damage from the normal and abnormal operations that occur on the City's electric system in delivering and restoring system power. Customer agrees that any damage to any of its System, including, without limitation, all components and related accessories of its System, due to the normal or abnormal operation of the City's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the Customer's System and all equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection and testing should occur after large storms have traversed Customer's location and after connection with the City's system has been restored. Unless due to a default, breach or other issue related to the City's electric system, the City will not inspect, maintain or advise the Customer on the maintenance, testing or operation of the Customer's System.

L. The Customer has installed and is required to maintain a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the System and any Customer

wiring connected to the City's electric system, such that back feed from the System to the City's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the City and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City, this switch will be under the control of the City. If the Customer does not have a manual disconnect switch or it is in a state of disrepair, the City will remove the Customer's meter in the event the City needs to visibly isolate the Customer's System, which will result in the loss of electric service. This provision does not apply to Grandfathered Systems unless a disconnect switch was originally installed with the System. However, the City reserves the right to require the Customer to install an external disconnect switch (at the Customer's expense) if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel and/or the public as it relates to the Customer's Grandfathered System.

M. For Systems with a GPR of less than 10 kW, the City strongly encourages the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000). For Grandfathered Systems with an existing and permitted GPR of 10kW or more, the City strongly encourages the Customer to maintain general liability insurance for personal injury and property damage in the minimum amount of one million dollars (\$1,000,000). For Systems with an GPR of 10kW or more, the City requires the Customer to maintain general liability insurance for personal injury and property damage in the minimum amount of one million dollars (\$1,000,000).

N. The Customer will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy for the Customer's System. The Customer's service connection to the City will be metered to measure the energy delivered by the City to Customer, and also measure the energy delivered by Customer to the City. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to the City.

O. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the Customer's System.

P. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the Customer's System. The Customer agrees to provide the City with a copy of the Local Building Code Official inspection and certification of installation upon receipt. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

Q. In no event shall any statement, representation, or lack thereof, either express or implied, by the City, relieve the Customer of exclusive responsibility for the Customer's System. Specifically, any City inspection of the Customer's System shall not be construed as confirming or endorsing the System design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's System. The City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any Customer equipment or procedure. Further, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related to or arising from the operation or mis-operation of its System.

R. Notwithstanding any other provision of this Agreement, the City, at its sole and absolute discretion, may isolate the Customer's System from the City's electric system by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The Customer's System will be reconnected as soon as practical once the conditions causing the disconnection cease to

exist. The City shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's System is operating at reduced capacity or is disconnected from the City's electric system pursuant to this Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

- i. City electric system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
- ii. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any City or other third party equipment, any part of the City's system or Customer's System.
- iii. Hazardous conditions existing on the City's utility system(s) due to the operation of the Customer's System as determined by the City.
- iv. Adverse electrical effects (such as power quality problems) on the City's electric system or other electric consumers caused by the Customer's System as determined by the City.
- v. When Customer is in breach of any of its obligations under this Agreement or any other applicable policies and procedures of the City.
- vi. When the Customer fails to make any payments due to the City by the due date thereof.

S. Upon termination of this Agreement, the City shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within ten (10) working days following the termination, the Customer shall permanently isolate the Customer's System from the City's electric system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock. For Grandfathered Systems, if a disconnect switch does not exist, the City will remove the Customer's meter and electric service will be discontinued until the City is assured the Customer's System is no longer interconnected to the City's electric system.

T. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the Customer's System or Customer's account, Customer shall provide written notice to the City at least thirty (30) days' prior to the change in ownership or the account. The new owner shall not be permitted to participate in the City's Net Metering Program or interconnect with the City's system until the new owner applies to participate in the Net Metering Program and a new interconnection agreement is executed by the new owner and the City. The City reserves the right to inspect the Customer's System prior to any new owner assuming ownership and require any necessary repairs, testing and/or maintenance by the new owner to ensure the System is in compliance with Applicable Laws.

U. The City and Customer recognize that the Applicable Laws, including any rules which directly addressing the subject of this Agreement, may be amended from time to time. In the event that such Applicable Laws are amended that affect the terms and conditions of this Agreement, the City and the Customer agree to supersede and replace this Agreement with a new agreement which complies with the amended Applicable Laws.

V. The Customer must execute this Agreement and submit the same to the City with its application to be a participant in the City's Net Metering Program. If the Customer's application is denied or revoked, this Agreement will be null and void. For Grandfathered Systems, the application is required in order to formally document the size and GPR of the system.

SECTION 6: TERM AND TERMINATION.

A. Term and Termination: This Agreement shall continue in effect from year to year until the Customer gives thirty (30) days' written notice of its intent to terminate this Agreement unless earlier terminated by the City as set forth herein.

B. Termination for Customer's Breach or Default: The City may terminate the Customer's participation in the City's Net Metering Program and terminate this Agreement in the event that the Customer engages in any act or makes any omission constituting a breach or default of any term or condition of this Agreement and/or the Applicable Laws. The City shall provide the Customer with written notice specifying the nature of the breach and the Customer shall then have five (5) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within five (5) days, then the Customer's participation in the City's Net Metering Program and this Agreement shall terminate at the end of the five (5) day period without further notice or demand. The City reserves the right in the event of a threat to the City's electric system or other life safety issues created or related to the Customer's System, to shorten the notice period set forth above and/or to take immediate action with regards to the Customer's System. Any and all expenses related to or arising from the termination of the Customer's participation in the City's Net Metering Program and this Agreement under this provision shall be the Customer's sole responsibility and shall be included on the Customer's next utility bill. If not timely paid to the City within the timeframe set forth in the Customer's utility bill, the City may disconnect electric service until such time as all expenses are paid (including any and all related late fees and disconnect charges). The City will have a lien on the Customer's property for all unpaid amounts pursuant to the City's code of ordinances and applicable law.

C. Termination for Lack of Appropriations: The parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, the City's Net Metering Program and this Agreement are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated with the City's Net Metering Program in any fiscal year of the City. Notwithstanding anything in the City's Net Metering Program or this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's Net Metering Program and/or obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's Net Metering Program and/or obligations hereunder in any fiscal period, then the City will notify the Customer of such occurrence and either the City or the Customer may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall any amounts then due to the Customer under the City's Net Metering Program through the date of termination.

D. Net Metering Program Termination: The City reserves the right in its sole discretion to terminate this Agreement upon providing at least sixty (60) days' notice to the Customer in the event the City terminates the City's Net Metering Program or makes material changes to the City's Net Metering Program which require the execution of new interconnection agreements by all customers.

SECTION 7: INDEMNIFICATION.

A. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City, any and all of its officials, officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees (at all trial and appellate levels) of any type, losses, damages, expenses, and liabilities, related to, arising from, or in any way connected with any or all of the following:

- i. The design, construction, installation, inspection, maintenance, testing or operation of Customer' System used in connection with this Agreement.
- ii. The interconnection of Customer's System with, and delivery of energy from the System to, the City's electrical system.

- iii. The performance or nonperformance of Customer's obligations under this Agreement or the obligations of any and all of Customer's officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.
- iv. Customer, its officers, agents, contractor (and any subcontractor or material supplier thereof) and employees breach or default under this Agreement.

Customer's obligations under this section shall not require the Customer to indemnify, defend or hold the harmless the City for the City's own negligence.

B. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City, nor shall this Agreement be construed as consent by the City to be sued. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity by the City.

SECTION 8: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 9: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. The parties shall attempt to amicably resolve all claims arising out of or related to this Agreement or its breach. If the parties are able to amicably resolve a claim themselves, the claim shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action related to or arising from this Agreement will be held in Palm Beach County, Florida, and the City and the Customer irrevocably submit to the jurisdiction and venue of such court. 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. Notwithstanding the foregoing, the City reserves the right to immediately seek court action to enjoin any breach or default by the Customer arising from or related to Customer's System and/or this Agreement.

SECTION 10: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 11: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 12: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

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

with copy to:

City of Lake Worth Beach Electric Utility
Attn: Electric Utility Director
1900 2nd Avenue North
Lake Worth Beach, FL 33461

and if sent to the Customer, shall be sent to the Customer's utility billing address.

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 13: ENTIRETY OF AGREEMENT. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. This Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electric system.

SECTION 14: WAIVER. None of the provisions of this Agreement shall be considered waived by either party except when such waiver is given in writing. No waiver by either Party of any one or more breaches or defaults in the performance of the provisions of this Agreement shall operate or be construed as a waiver of any other existing or future breach or default or breaches or defaults.

SECTION 15: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with other customers and individuals or firms to interconnect with the City's electric system.

SECTION 16: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 17: SURVIVABILITY. 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.

SECTION 18: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 19: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Customer should review Palm Beach County ordinance number 2011-009 to be aware of its rights and/or obligations under such ordinance.

SECTION 20: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement incorporates by reference the Applicable Laws and the Customer's Application and supporting documents. To the extent of any conflict between this Agreement and the remaining documents incorporated herein, the Applicable Laws shall control with this Agreement next taking precedence.

SECTION 21: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and to bind and obligate such party with respect to all provisions contained in this

Agreement.

SECTION 22: NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the City and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the City or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the City and Customer and their respective representatives, successors, and assigns.

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SIGNATURE PAGE FOLLOWS

DRAFT

IN WITNESS WHEREOF, the parties hereto have made and executed this Standard Interconnection Agreement as of the day and year set forth below for the City's execution.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____

Date: _____

Print Name: _____

Print Title: _____

CUSTOMER:

For Individual Owner(s):

Signature: _____

Location of System: _____

Print Name: _____

Signature: _____

Print Name: _____

For Corporate Owner:

By: _____

Location of System: _____

Print Name: _____

Print Title: _____

[Corporate Seal]

DRAFT

CITY OF LAKE WORTH BEACH ELECTRIC UTILITY NET METERING PROGRAM

RULES AND REGULATIONS FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS AND INTERCONNECTION FOR

Tier I (Up To 10 KW) Tier II (> 10 KW up to 100 KW)

The City of Lake Worth Beach Electric Utility (“City”) offers a Net Metering Program for Customer-Owned Renewable Generation Systems (“Program”). The primary goal of the Program is to promote the use of renewable generation installed at the Customer’s site to offset part or all of the Customer’s electric needs. Any excess energy generated by the Customer-Owned Renewable Generation System (“System”) and not used by the Customer can be delivered to the City’s electric system. Annually, the City will set by Resolution all applicable Net Metering rates to be paid to Program participants including the rate(s) to be paid for the delivery of excess energy to the City’s system. **All rates are subject to change.**

In order to participate in the Program, a Customer must:

1. Be both the owner of the parcel upon which the System is located (according to the Palm Beach County Property Appraiser) and a customer of the City’s electric utility taking bundled (non-interruptible) service. The electric utility account must be in and be maintained in the owner’s name and all documentation submitted must match the owner’s name);
2. Complete the Application for Interconnection (which is attached hereto and incorporated herein) and submit it to the City along with:
 - A. all applicable fees (if required); and
 - B. a completed IRS form W-9; and
 - C. a certified signed and sealed statement from a currently licensed Florida Professional Engineer attesting to the address of installation, the System’s maximum Gross Power Rating (GPR = DC rating X 0.85) expressed in kilowatts (kW) and maximum annual electricity production expected in year one (1) of System’s operation expressed in kilowatt hour (kWh); and
 - D. a copy of the Customer’s signed contractual documents for the purchase and installation of the System, and,
 - E. evidence of insurance for Tier II systems; and
 - E. a signed Interconnection Agreement with the City.
3. Obtain written approval of the Customer’s application from the City;
4. Obtain all necessary permits from the local building code department for the installation of the Customer’s System (if the permitting agency is the Village of Palm Springs or Palm Beach County, a copy of the plans submitted must be provided to the City in an electronic format);

5. Install the System and receive a certificate of completion (or other proof of completion) from the local building code department and submit the same to the City;
6. Provide the City with at least thirty (30) days' prior written notice of the date and time the Customer plans to place the Customer's System in service, during which time the City may at its sole discretion inspect Customer's System for compliance with its Application for Interconnection, Rules and Regulations, and Interconnection Agreement prior to providing its written approval for Customer to commence operation of Customer's System interconnected to City's electric system in any manner directly or indirectly;
7. If not readily accessible, provide access to the City to install the necessary net metering equipment and/or inspect the Customer's installed System; and,
8. Obtain written approval from the City for the interconnection of the Customer's System to the City's electric system and a fully executed copy of the Interconnection Agreement. The fully executed copy of the Interconnection Agreement is the City's authorization for the Customer to commence operation of its System as a participant in the City's Net Metering Program.

The following provides general information on the Program and Customers' participation:

Customer-Owned Renewable Generation Systems:

Customer-Owned Renewable Generation Systems (System or Systems) are defined as an electric generating system (or combination of systems) located on a Customer's parcel that is intended to offset part or all of a Customer's electricity requirements with renewable energy. Renewable energy as defined in Section 377.803, Florida Statutes, means energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power. Customers may contract for the purchase, lease, operation, or maintenance of their System with a third party. Lease terms shall not result in the retail purchase or retail sale of electricity from the System. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

Gross Power Rating (GPR) and Size Limitations:

1. The Gross Power Rating (GPR) of the Customer's System means the total manufacturer's AC nameplate generating capacity of the System that will be interconnected to and operated in parallel with City's electric system. For inverter-based Systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 to account for losses during the conversion from DC to AC.
2. The GPR shall not exceed ninety percent (90%) of the Customer's electric distribution service rating. If the GPR does exceed the ninety percent (90%) limit, the Customer shall be responsible for all costs associated with upgrading the distribution service to ensure the ninety percent (90%) limit is not exceeded.
3. The Program is applicable to Customer Systems with a GPR up to and including 100 kW. In no case shall a System with a GPR greater than 100 kW be allowed to interconnect with the City's electric system under the Program.

Application Fees:

Tier I (GPR of up to 10 KW) - No Application Fee

Tier II (GPR of > 10 KW up to 100 KW) - \$400.00 Application Fee

There is also no charge to the Customer for the installation of metering required to measure the energy delivered to the Customer and the excess energy delivered by the Customer to the City's electric system. However, if during the City's review of a Customer's application, the City determines the City's electric system will need to be revised and/or upgraded to accommodate the interconnection of the Customer's System, the Customer shall be responsible for all costs associated with revising and/or upgrading the City's electric system. The City will endeavor to provide an estimate of such costs to the Customer prior to the City approving the Customer's application.

The Application attached hereto is incorporated by reference into these Rules and Regulations.

Islanding:

For safety reasons the Customer's System shall not energize the City's electric system when the City's electric system is de-energized at the Customer's service point. There shall be no intentional islanding, as described in the Institute of Electric and Electronic Engineers (IEEE) Standard 1547, between the Customer's System and the City's electric system.

External Disconnect Switch:

For all Systems, the City requires an isolation device per IEEE 1547.2003. The isolation device shall be a manual disconnect switch of the visible load break type. The switch must be externally visible and readily accessible to City personnel. The device shall be located adjacent to, but separate from, the meter. The switch must be capable of being locked in the off position with a City lock.

Standards, Codes and Inspections:

1. Inverters:

For inverter-based Systems, the inverter must be listed and in compliance with Underwriters Laboratory (UL) 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems. Utility-interactive inverters that pass the tests of UL 1741 will be considered as non-islanding inverters and will comply with the IEEE 1547.2003 interconnection standard.

2. System Installations:

The Customer certifies and must submit documentation that the System complies with the following standards:

- a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.

- c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- d. The applicable National Electric Code, state and/or local building codes, mechanical codes and electrical codes.

3. Inspections:

- a. The Customer must have the System installation inspected and approved by the local building code authority having jurisdiction (i.e., the City of Lake Worth Beach, the Village of Palm Springs or Palm Beach County). Proof of the inspection and approval must be provided prior to the City installing the net metering equipment and/or the City executing the Interconnection Agreement. If the local building code authority is the Village of Palm Springs or Palm Beach County, the Customer must submit a copy of its building plans to the City in an electronic format.
- b. The City reserves the right to inspect the System installation prior to parallel operation with the City's electric system. The inspection is to ensure compliance with the standards, terms and conditions of the City's Interconnection Agreements and City's Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection. The City also reserves the right to inspect the System at any time after approval and interconnection with the City's electric system to ensure compliance with the standards, terms and conditions of the Interconnection Agreement, and may order or effect a System to be isolated immediately from the City's electric system upon a finding of non-compliance. Further, after approval of a Customer's System, the City reserves the right to obtain copies of, and/or be provided with access to, current data showing the actual GPR and/or annual production of a Customer's System. This may include access to the actual System and/or copies/access to the Customer's web portal documenting the System's GPR and/or annual production. Failure to provide copies and/or access to such data within ten (10) days of the City's request will result in the Customer being removed from the Program.
- c. In no case shall the System be operated in parallel with the City's electric system without the written approval of the City.
- d. The Customer is responsible for ensuring that the System is inspected, maintained and tested regularly in accordance with the manufacturer's recommendations to ensure proper and safe operation.
- e. The City will not inspect, maintain or advise the Customer on the maintenance or operation of the System other than ensuring proper interconnection operation with the City's system.

Insurance:

For Tier I (up to 10 kW) - The City does not require specific insurance coverage for Tier 1 systems. However, it is strongly encouraged that the Customer maintain general liability insurance for personal injury and property damage for not less than one hundred thousand dollars (\$100,000).

For Tier II (> 10 kW up to 100 kW) - The Customer agrees to provide and maintain general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than \$1 million during the entire period of this Interconnection Agreement, to the extent permitted by law. Initial proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

Notice to the City of Changes:

Participants in the Program are required to provide advanced written notice to the City, and obtain approval of the City, of the following changes:

1. Changes to the System that involve replacing inverter(s) and/or solar panels that will cause an increase its GPR and/or annual production of kWh above what was represented in the certified signed and sealed statement from a licensed Florida Professional Engineer attesting to the maximum GPR and maximum annual electricity production for the System as submitted to obtain the Interconnection Agreement. The notice must be provided at least thirty (30) days prior to the work being performed to change the System. Depending on the change to be made, the City may require a new application, Interconnection Agreement and/or further documentation from the Customer prior to the work being performed.
2. Change in ownership of the System and Customer account. The notice must be provided prior to change in ownership or change to the account. The new owner will be required to apply to be a Program participant and enter a new Interconnection Agreement with the City.

Grandfathered Systems:

All rules and regulations set forth herein apply to all current and future Customers participating in the City's Net Metering Program, until otherwise amended. However, all Customers participating in the City's Net Metering Program as of April 30, 2019 (including those Customers who submitted a written application to their applicable permitting agency with necessary building plans to authorize the installation of a System as of April 30, 2019) shall be considered grandfathered into the Net Metering Program ("Grandfathered Systems") without a requirement that they make their Systems conform to the rules and regulations set forth herein which provide a limit on their System's annual production and GPR. However, if a Grandfathered System has an existing GPR of 10kW or more, the Grandfathered System is prohibited from increasing or expanding its existing GPR without previous written approval from the City of Lake Worth Beach Electric Utility. Increasing the system size will cause the Customer to lose their Grandfathered status.

The City reserves the right to require the Customer responsible for a Grandfathered System to install an external disconnect switch (at the Customer's expense) if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel, third parties and/or the public as it relates to the Customer's Grandfathered System. All Customers with Grandfathered Systems shall be required to sign an Interconnection Agreement and are subject to all terms and conditions in the Interconnection Agreement and Applicable Laws except where specifically stated otherwise. Failure to sign an Interconnection Agreement by August 30, 2019 will result in the City discontinuing the Customer's participation in the City's Net Metering Program and

disconnection of the Customer's System from interconnection with the City's System. The Customers with Grandfathered Systems are required to complete an application and submit all existing documentation on their System to the City for formal documentation of their Grandfathered System's annual production and GPR by August 30, 2019; however, a certified statement on the System's annual production from a Florida Professional Engineer is not required. The City may request further documentation from the Customer if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel and/or the public as it relates to the Customer's Grandfathered System. All other rules and regulations set forth herein shall be applicable to the Grandfathered Systems.

If a Customer with a Grandfathered System is removed from the Net Metering Program, the Grandfathered System will lose its grandfathered status. Participation in the Net Metering Program thereafter will require the Customer to bring the System into conformance with all requirements of the City's Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection.

Attachments:

Application

Interconnection Agreement

**CITY OF LAKE WORTH BEACH ELECTRIC UTILITY
NET METERING PROGRAM APPLICATION
Tier I – (UP TO 10 KW)
Tier II – (> 10 KW UP TO 100 KW)**

APPLICATION FOR PARTICIPATION IN THE CITY’S NET METERING PROGRAM

The City of Lake Worth Beach Electric Utility (“City”) Customers who install customer-owned renewable generation systems (“Systems”) and desire to interconnect those Systems with the City’s electric system are required to complete this application, submit all required documentation and a signed Interconnection Agreement. This application and copies of the City’s Net Metering Program Rules and Regulations and the Interconnection Agreements may be obtained from the City by contacting:

Joel Rutsky at (561) 586-1725 or via e-mail at jrutsky@lakeworthbeachfl.gov

1. Customer Information

*Name: _____

Service Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Fax Number: _____

City Customer Account Number: _____

*The Name provided above must match the name on the City Customer Utility Account

2. Customer System Information

System’s Physical Location: _____

Fuel or Energy Source: _____

System Installer: _____

Inverter Reference or Model Number: _____

Serial Number: _____

Solar PV (if applicable)

PV Panel Model Number(s): _____

How many panels: _____ Wattage per panel: _____

Battery Storage (yes or no): _____

Other generator Information / non PV generation. (When applicable): _____

Anticipated System Installation Date: _____*

*Customer’s Anticipated Installation Date may be subject to change depending on the proposed System

size and additional information required by the City. For Grandfathered Systems, please provide the date the System was installed.

For Grandfathered Systems (as defined in the Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection), please provide the following:

System Power Rating; DC & AC Ratings (AC Rating = DC Rating x 0.85): _____

Current Annual Consumption / Estimated system annual production: _____

3. System Gross Power Rating

A System's Gross Power Rating (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site Customer-owned renewable generation system that will be interconnected to and operate in parallel with City's electric system. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC). The GPR shall not exceed ninety percent (90 %) of the Customer's electric distribution service rating and the GPR shall not be greater than 10kW for Tier I and 100 kW for Tier II. The Customer shall provide proof of compliance with these GPR limitations by submission of a signed and sealed statement from a currently licensed Florida Professional Engineer attesting to the property address, the system's kW DC rating, GPR (DC Rating X 0.85), & estimated annual kWh production. The certified statement shall be attached to this Application (as noted below).

The Customer shall provide to the City a signed and sealed statement from a currently licensed Florida Professional Engineer attesting to kilowatt-AC rating (kW-AC) and the annual kilowatt hour (kWh-AC) production of the System.

4. Application Fee

Tier I; No Application Fee

Tier II; \$400.00 Application Fee (Payable to City)

If during the City's review of the Application, the City determines the City's electric system will need to be revised and/or upgraded to accommodate the interconnection of the Customer's System, the Customer shall be responsible for all costs associated with revising and/or upgrading the City's electric system. The City will endeavor to provide such costs to the Customer prior to the City approving the Customer's application.

5. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the City by the Customer.

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2005) and UL 1703 Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
4. The applicable National Electric code, state and/or local building codes, mechanical codes and electrical codes.

- B. Documentation that the Customer’s System has been inspected and approved by local building code officials prior to its operation in parallel with City’s electric system to ensure compliance with applicable local codes. If the Village of Palm Springs or Palm Beach County is inspecting the System, the Customer must also submit a copy of the System’s building plans in electronic format to the City.
- C. A completed IRS form W-9.
- D. A signed Interconnection Agreement.
- E. Signed and sealed statement from a currently licensed Florida Professional Engineer, stating the address of installation, System size in AC kW, GPR (calculated as DC rating X 0.85) and the estimated annual production in kW-AC., This requirement does not apply to Grandfathered Systems. However, Customers with Grandfathered Systems may be required to provide additional documentation as to their existing GPR.
- F. A signed copy of the Customer’s contractual documents for the System between the property owner and the Contractor.
- G. Such additional documentation as the City may request after reviewing the Application.

By signing this application, the Customer represents that the information herein is true and correct and understands that the Customer’s application may be rejected if false or misleading information is submitted or the Customer may be later removed from the Program for submitting false or misleading information.

Customer:

Signature(s): _____

Print Name(s): _____

Date: _____

Reviewed and approved for The City of Lake Worth Beach Electric Utility by:

Print Name / Signature	Date
Print Position:	

Print Name / Signature	Date
Print Position	

City of Lake Worth Beach Electric Utility Net Meter Program Account Information As of	11/28/2022	1/10/2023	2/7/2023	3/1/2023	4/3/2023	5/1/2023
Number of accounts already interconnected and operating	182	187	190	195	216	228
Total A/C GPR Rating of interconnected accounts already operating	1.541 MW	1.578 MW	1.599 MW	1.637 MW	1.803 MW	1.905 MW
Number of accounts in the permitting process but not yet running						
Number of accounts in the permitting process but not yet running	64	72	77	78	67	60
Total A/C GPR Rating of systems in permitting but not yet running	.4724 MW	.554 MW	.592 MW	.594 MW	.502 MW	.445 MW
Total A/C MW of all systems including running and in Permitting but not completed						
Total A/C MW of all systems including running and in Permitting but not completed	2.0134 MW	2.132 MW	2.191 MW	2.231 MW	2.305 MW	2.35 MW

STAFF REPORT UTILITY MEETING

AGENDA DATE: May 30, 2023

DEPARTMENT: Electric Utility

TITLE:

Emergency Weld Repairs for the Heat Recovery Steam Generator (HRSG) at the Power Plant

SUMMARY:

During a scheduled run of the Combined Cycle unit, the HRSG developed several leaks which required several emergency repairs.

BACKGROUND AND JUSTIFICATION:

While operating the Combined Cycle Unit (GT2 & S5 HRSG) during a scheduled dispatch in support of the Power Pool, the HRSG unit developed several leaks which prohibited the HRSG from operating and forced the unit off line. A&W Welding was called in to perform several emergency leak repairs to the HRSG in order to make the unit available for service. After several repairs the HRSG successfully passed the hydrostatic testing and was made available for service.

MOTION:

Move to approve/disapprove emergency HRSG weld repairs in the amount of \$84,430.00

ATTACHMENT(S):

Fiscal Impact Analysis
A&W Invoice

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	\$84,430	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric Utilities
Division	Power Generation
GL Description	Contractual Services/Other Contractual Services
GL Account Number	401-6031-531.34-50
Project Number	
Requested Funds	\$84,430

A&W Welding, Corp

1017 SW Dartmouth Ave
Port Saint Lucie, FL 34953 US
awweldingcorp@gmail.com



INVOICE

BILL TO
Brian King
Lake Worth Beach Electric Utilities
117 Collage Street
Lake Worth Beach, FL 33460

INVOICE 1076
DATE 04/03/2023
TERMS Net 30
DUE DATE 05/03/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Lake Worth Beach Electric Utilities:2023-04-04 Emergency Call			
	Sales	March 30, 2023, thru March 31, 2023	1	84,430.00	84,430.00
		<ul style="list-style-type: none"> • We exposed the rooftop of the boiler to view and better access point of leaks. • We fabricated a skilled platform to work off from. • Two (2) leaks were on the superheater side at base of header. • One (1) tube was completely broken off, decapitated from base of header and free-falling leaking. • One (1) tube next to it also leaked from base of header. • To access the two (2) tubes that were leaking we had to remove the two (2) tubes in front of it to access the affected tubes. • Tube count from left to right, affected row two (2) tubes 1 & 2. • Remove to reach the affected row 1 tubes 1 & 2. • Two (2) dutchman were installed. • row 2 tubes 1 & 2 had to pre heat at header to 375 degrees for code required before welding 90 materials. In a very uncomfortable spot, all mirror welds. • Two (2) Dutchmen were installed on row 1 tubes 1 & 2 because they were in the way to be able to do the repair. Also preheated to 375 degrees for code required before welding 90 materials. <p>Hydro and below the weld line we had a blowout on the tube. We attempted to</p>			

do a pad weld on it to avoid cut out and reinstall, but we had no success. The tube was paper thin. We had to drop down to access a better cell tube wall to install a new dutchman. The affected area was the 2 rows of the tube, so we had to cut the front tube to be able to successfully make the weld. On the rooftop we installed all new skin to provide a better seal and protected area for employees and weather protector. Insulation was provided plant.

April 1, 2023

One (1) Leak on HP at lower base at header.

- We cut out access hole on the side of the wall to make Repair and minimize downtime.
- Tube count from left to right Row 4 tube 1 Installed (1) dutchman on the affected tube to eliminate all affected area.

April 2, 2023

- Installed all new skin and insulation at all areas that we exposed.
- Re install everything back to normal for ready for functioning.

BALANCE DUE

\$84,430.00

STAFF REPORT UTILITY MEETING

AGENDA DATE: May 30, 2023

DEPARTMENT: Electric Utility

TITLE:

Florida Municipal Power Agency (“FMPA”) Municipal Solar Project III Solar Energy Exchange Agreement

SUMMARY:

Exchange of City’s energy produced under the FMPA Municipal Solar Project III (“Project”) Power Sales Contract for like amounts of energy to be delivered on the Florida Power & Light electric transmission system.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach (“City”) has previously approved the execution of a Power Sales Contract (“PSC”) with FMPA’s for solar energy produced by the FMPA Municipal Solar Project III (“Project”). Under the proposed Energy Exchange Agreement, the City and FMPA’s All-Requirements Power Supply Project will exchange energy such that the City’s solar energy entitlements under the PSC which are delivered on the Duke electric transmission system will be exchanged with FMPA for like amounts of energy on the Florida Power & Light electric transmission system.

Execution of an Energy Exchange Agreement with FMPA’s All-Requirements Power Supply Project will allow the City to receive energy from the Project without the added cost of electric transmission on the Duke electric transmission system.

MOTION:

Move to approve/disapprove the City entering into the Solar Energy Exchange Agreement with FMPA’s All-Requirements Power Supply Project.

ATTACHMENT(S):

Energy Exchange Agreement

Solar Energy Exchange Agreement

This Solar Energy Exchange Agreement (“Agreement”), dated as of _____, is made by and between Florida Municipal Power Agency (All-Requirements Power Supply Project) (“FMPA-ARP”) and the City of Lake Worth Beach, Florida (“LWB”). FMPA-ARP and LWB may be individually referred to in this Agreement as a “Party” or collectively the “Parties”.

WHEREAS, the FMPA Board of Directors has developed the FMPA Solar III Project, which Project has entered into the Solar Power Purchase Agreement between Origis Energy, LLC, (“Developer”) and FMPA-Solar III Project dated [Date], as amended or assigned (the “Solar III Project PPA”) pursuant to which FMPA-Solar III Project will purchase and receive delivery of solar energy from a portion of solar energy projects developed and owned by Developer (“FMPA-Solar III Project’s Solar Energy”) and directly interconnected to Duke Energy Florida’s (“DEF’s”) transmission system; and

WHEREAS, LWB has entered into the FMPA Solar III Project Power Sales Contract between FMPA-Solar III Project and LWB, pursuant to which LWB receives a Solar Entitlement Share of the Solar III Project PPA;

WHEREAS, LWB is not directly interconnected to DEF’s transmission system; and

WHEREAS, as of the Effective Date of this Agreement, LWB’s electric load is included as part of the Florida Municipal Power Pool (“FMPP”) Balancing Authority;

WHEREAS, in order to more efficiently utilize transmission capability in delivering FMPA-Solar III Project’s Solar Energy to LWB, LWB desires to exchange LWB’s Solar Energy for a like amount of energy from FMPA-ARP, as set forth in this Agreement; and

WHEREAS, FMPA and LWB may realize mutual benefit by exchanging LWB’s Solar Energy for a like amount of energy from FMPA-ARP as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

“Commencement Date” means the date and time upon which the solar energy exchange contemplated by this Agreement shall commence, which shall be the same time and date when FMPA-Solar III Project starts to receive Solar III Project Solar Energy pursuant to the Solar III Project PPA.

“LWB Solar Energy” means all energy LWB is entitled to receive as part of its Solar Power Entitlement Share pursuant to the Solar III Project Power Sales Contract.

“Solar III Project’s Solar Energy” is defined in the recitals and means all energy to which FMPA-Solar III Project is entitled to under the Solar III Project PPA, but excluding any renewable, facility

environmental other attributes of that energy to which FMPA-Solar III Project is entitled under the Solar III Project PPA with, for example and without limitation, Renewable Energy Credits (RECs).

ARTICLE 2

TERM & TERMINATION

2.1 Effective Date. This Agreement shall take effect upon the date set forth in the introductory paragraph of this Agreement (the “Effective Date”).

2.2 Term. This Agreement shall take effect on the Effective Date and shall remain in effect until it is terminated in accordance with Section 2.3 of this Agreement (the “Term”).

2.3 Termination. (a) LWB may terminate this Agreement by either:

(i) providing not less than thirty (30) days advance written notice to FMPA-ARP;
or

(ii) upon written notice to FMPA-ARP after receipt of written notice from FMPA-ARP that FMPA-ARP reasonably forecasts that its resources will be insufficient to enable an energy exchange contemplated by this Agreement without FMPA-ARP incurring additional costs beyond that which FMPA-ARP would have incurred but for the energy exchange contemplated by this Agreement, and LWB does not agree to reimburse FMPA-ARP such additional costs.

(b) FMPA may terminate this Agreement in accordance with Sections 3.2(b)ii. of this Agreement.

(c) Unless otherwise earlier terminated in accordance with the terms of this Agreement, this Agreement shall automatically terminate on the termination date of the FMPA-Solar III Project PPA.

(d) The provisions of this Agreement regarding billing and payment and dispute resolution shall survive termination of this Agreement to the extent necessary to effectuate obligations arising prior to termination.

2.4 Termination Time. This Agreement shall terminate at 2400 hours on the day specified for such termination in Section 2.3 of this Agreement.

ARTICLE 3

ENERGY EXCHANGE

3.1 Energy Exchange. (a) Beginning on the Commencement Date, FMPA-ARP will take receipt and possession of LWB’s Solar Energy that is delivered at the delivery point as defined in the Solar III Project PPA.

(b) Beginning on the Commencement Date, FMPA-ARP will deliver to, and LWB will take receipt and possession of, an amount of energy equal to LWB’s Solar Energy (the “Exchange Energy”) to the Florida Power & Light transmission system (the “Exchange Point(s) of Delivery”).

3.2 Scheduling, Curtailment; Nature of Service. (a) LWB's Solar Energy to be delivered to and received by FMPA pursuant to this Agreement shall be delivered to the point(s) of delivery defined in, and pursuant to the terms and conditions of, the Solar III Project PPA. The Exchange Energy to be delivered to and received by LWB pursuant to this Agreement shall be firm, subject to curtailment (without penalty) by FMPA-ARP only in accordance with the terms of this Agreement, or if required to serve FMPA-ARP native load for reliability purposes.

(b) i. FMPA and LWB shall develop mutually agreeable operating procedures that detail the scheduling of Exchange Energy, which shall address, without limitation, energy true-ups for differences between LWB's Solar Energy and the Exchange Energy, accounting for difference in price between LWB Solar III Energy and Exchange Energy, changed circumstances in the event LWB is no longer part of the FMPP Balancing Authority, and other scheduling, transmission, balancing, or cost issues.

ii. If FMPA and LWB cannot come to terms on such mutually agreement operating procedures, then either Party may terminate this Agreement upon thirty (30) days Notice to the other Party.

(c) Notwithstanding anything in this Agreement to the contrary, but subject to Section 5.1(c), FMPA-ARP shall not be obligated to receive LWB's Solar Energy during any hour in which FMPA-ARP's non-curtable scheduled energy exceeds FMPA-ARP's load located on the DEF transmission system. In such event, FMPA-ARP shall provide LWB with as much Notice as reasonably possible prior to such hour so that LWB can make arrangements, at its sole expense, for point-to-point transmission service across DEF's transmission system, or other arrangements to receive LWB's Solar Energy. If other transmission arrangements cannot be made, FMPA may, without limitation, curtail delivery of LWB's Solar Energy in accordance with the Solar III Project PPA, and LWB shall be solely responsible for any costs incurred by FMPA-ARP under the Solar III Project PPA that are directly attributable to such curtailment.

3.3 No Effect on FMPA's PPA. Although FMPA-ARP will utilize and receive LWB's Solar Energy in exchange for the Exchange Energy delivered to LWB at the Exchange Point(s) of Delivery pursuant to this Agreement, the Parties agree that for purposes of the FMPA-Solar III Project PPA, LWB's Solar Energy shall be deemed to have been utilized and received by LWB, and FMPA-ARP shall have no rights or interests in, to or under the FMPA-Solar III Project PPA. LWB shall in good faith and in accordance with good utility practice carry out its obligations, and enforce its rights, under the FMPA-Solar III Project PPA and the Solar III Project Power Sales Contract. Each Party recognizes that the other Party's ability to benefit from this energy exchange transaction will depend upon such contract compliance and enforcement.

ARTICLE 4

TRANSMISSION

4.1 Transmission

(a) LWB shall bear all responsibility for and costs associated with delivery of the Exchange Energy it receives hereunder from and beyond the Exchange Point(s) of Delivery to LWB's

system. Upon termination of this Agreement, LWB shall bear all responsibility and costs associated with the delivery of LWB's Solar Energy from the delivery point as defined in the FMPA-Solar III Project PPA to LWB's system.

(b) FMPA-ARP shall bear all responsibility for and costs associated with delivery of LWB's Solar Energy it receives hereunder from the delivery point as defined in the FMPA-Solar III Project PPA.

ARTICLE 5

BALANCING

5.1 Balancing. (a) It is the Parties' intent that over the course of any calendar month during the Term after the Commencement Date, the quantity of LWB Solar Energy received by FMPA-ARP at the point of delivery pursuant to the FMPA-Solar III Project PPA shall be equivalent to the quantity of Exchange Energy delivered to LWB at the Exchange Point(s) of Delivery.

(b) Notwithstanding anything in this Agreement to the contrary, subject to Section 5.1(c), FMPA-ARP shall not be obligated to utilize its generating resources out of its ordinary economic dispatch for the purpose of fulfilling its obligations under this Agreement to provide Exchange Energy, unless LWB has agreed to reimburse FMPA-ARP for the incremental increase in cost for such uneconomic dispatch pursuant to Section 6.2 of this Agreement.

(c) If, FMPA-ARP cannot deliver or LWB cannot receive the Exchange Energy during an hour in which it would otherwise be delivered and received, the Parties will establish a plan whereby FMPA-ARP will provide the Exchange Energy to LWB as soon as commercially reasonably possible.

ARTICLE 6

ADDITIONAL COSTS

6.1 No Additional FMPA-ARP Costs. LWB shall be responsible to make all required payments for LWB Solar Energy to FMPA-Solar III Project under the Solar III Project Power Sales Contract as though LWB had received all of the energy to which it was entitled under the Solar III Project Power Sales Contract but which was received by FMPA-ARP pursuant to this Agreement. FMPA-ARP shall not be responsible for any additional capacity or energy charge, or other costs related to LWB's Solar Energy.

6.2 LWB Energy Exchange Costs. (a) It is the Parties intent to facilitate the energy exchange contemplated by this Agreement without significant cost or administrative burden on either Party; provided, however, that LWB agrees to reimburse FMPA for any incremental increased cost incurred by FMPA as a result of this energy exchange that cannot be reasonably avoided by FMPA. Such costs may include, without limitation, differences in cost between LWB Solar Energy and the Exchange Energy, increased FMPA-ARP increased dispatch costs that are necessary to facilitate the energy exchange, incremental costs associated with any charges incurred

from the Florida Municipal Power Pool, or successor scheduling agent, for the incremental costs associated with implementing this Agreement, or other such incremental increased costs incurred by FMPA.

(b) FMPA and LWB shall further detail the potential for such costs and the responsible Party in the operating procedures described in Section 3.2(b)i. of this Agreement.

(c) In the event that FMPA anticipates or incurs such incremental increased costs described in this Section 6.2 during the Term of this Agreement, FMPA shall provide Notice to LWB of such costs. If LWB does not agree to such costs, it may terminate this Agreement in accordance with Section 2.3(a)ii. Notwithstanding the preceding sentence, LWB shall be responsible for such costs up to the effective date of LWB's termination.

ARTICLE 7

GENERAL PROVISIONS

7.1 Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

7.2 Waiver and Amendment. This Agreement may not be amended, modified or changed except by a written instrument signed by an authorized representative of each Party. The failure or delay of any Party at any time to require performance by another Party of any provision of this Agreement, even if known, shall not affect the continuing right of such Party to require performance of that provision or to exercise any right, power, or remedy provided for in this Agreement. Any waiver by any Party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No Notice to or demand on any Party in any circumstance shall, of itself, entitle such Party to any other or further Notice or demand in similar or other circumstances. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving Party.

7.3 Limit of Liability. Neither Party, nor its directors, officers, employees, or agents, shall be liable to the other Party for any loss, damage, claim, cost, charge, or expense, whether direct, indirect, or consequential, or whether arising in tort, contract or other theory of law or equity, arising from the Party's performance or nonperformance under this Agreement, except as specified in this Agreement.

7.4 Assignment. It is understood and agreed that neither Party may transfer, sell, mortgage, pledge, hypothecate, convey, delegate, or otherwise assign this Agreement, or any interest in this Agreement or any rights or obligations under this Agreement, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other Party (and any such attempt shall be void), which consent shall not be unreasonably conditioned, withheld or delayed. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

7.5 Entire Agreement. This instrument shall constitute the final complete expression of the agreement between FMPA-ARP and LWB relating to the subject matter of this Agreement.

7.6 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement. In the event any provision of this Agreement is held by any tribunal of competent jurisdiction to be contrary to applicable law, the remaining provisions of this Agreement shall remain in full force and effect.

7.7 Good Faith Dealings. The Parties agree to cooperate in good faith with each other in their respective performance hereunder and in carrying out and giving effect to the provisions of this Agreement. Each Party agrees to execute and deliver documents and take actions as reasonably requested by the other Party to implement the transactions contemplated by this Agreement.

7.8 Relationship of the Parties. Neither this Agreement nor any grant, lease, license, permit or other instrument related hereto, shall create a new entity nor be construed to create a new entity, such as a partnership, association or joint venture. The parties shall not be liable as partners. No Party shall be under the control of or be deemed to control the other Party and no Party shall have the right or power to bind the other Party except as expressly set forth herein.

7.9 Notices. All notices, notifications, demands or requests required or permitted under this Agreement (collectively, “Notices”) must be in writing, signed by a duly authorized representative of the Party giving such Notice and will be deemed given when received (charges prepaid) by (i) personal delivery, (ii) recognized express courier, (iii) facsimile followed by telephone confirmation with the addressee confirming receipt to the other Party or (iv) electronic mail with electronic confirmation of the addressee opening the electronic mail message (i.e., read receipt) at the address(es) designated below:

If to FMPA at:

Florida Municipal Power Agency
Attn: Chief Executive Officer
8553 Commodity Circle
Orlando, FL 32819
Phone: (321) 239-1052
Email: Jacob.Williams@fmpa.com

If to LWB at:

City of Lake Worth Beach
Attn: Electric Utility Director
1900 2nd Avenue North
Lake Worth Beach, FL 33461
Phone: (561) 586-1670
Email: eliberty@lakeworthbeachfl.gov

With a required copy to:

General Counsel
Florida Municipal Power Agency
2061-2 Delta Way (32303)
Post Office Box 3209

With a required copy to:

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

Tallahassee, Florida 32315-3209
T. 850-297-2011
F. 850-297-2014
Email:
jody.lamar.finklea@fmpa.com
dan.ohagan@fmpa.com

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

7.10 Governing Law. The validity and interpretation of this Agreement and the right and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims or disputes arising out of or related to this Agreement or any agreement, instrument, or document relating to transactions contemplated hereby, shall be brought exclusively in the state or federal courts located in Orange County, Florida, as appropriate.

7.11 Counterparts. This Agreement may be executed in any number of counterparts, and signature pages exchanged by facsimile or electronic mail, and each counterpart shall be regarded for all purposes as an original, and such counterparts shall constitute, but one and the same instrument, it being understood that both parties need not sign the same counterpart. The signature page of any counterpart, and facsimiles and photocopies thereof, may be appended to any other counterpart and when so appended shall constitute an original. In the event that any signature is delivered by facsimile or electronic mail, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) the Agreement with the same force and effect as if such facsimile signature page were an original.

7.12 ARP Project Responsibility. This Agreement is a liability and obligation of the All-Requirements Power Supply Project only. No liability or obligation under this Agreement shall inure to or bind any of the funds, accounts, monies, property, instruments, or rights of the Florida Municipal Power Agency generally or any of any other “project” of FMPA as that term is defined in FMPA’s Interlocal Agreement.

7.13 Dispute Resolution. (a) The parties expressly agree that they will first engage in good faith negotiations to resolve any dispute arising out of or related to this Agreement. Good faith negotiations include without limitation the following:

- (1) Any dispute will be first reviewed by the appropriate staff of each Party who shall endeavor to define the issues underlying the dispute and prepare a joint recommendation for resolution.
- (2) If at any time staff of either Party is unwilling or unable to accept resolution as proposed by the other Party, then the dispute and underlying issues shall be presented to the General Manager and CEO of FMPA and to the General Manager and CEO (or differently titled chief executive) of LWB for resolution (collectively, the “Executives”).

(b) If either Party determines that further negotiations will be fruitless, or the Executives cannot agree on a resolution of a dispute, and that an impasse has been reached, then either Party may declare the negotiations at an impasse. The Party declaring the negotiations at an impasse must provide Notice thereof to the other Party in writing stating with particularity the issues or points believed to be the basis of the impasse.

(c) Nothing in this section 7.13 limits the rights of a Party to any remedy available at law or in equity. To the extent FMPA or LWB prevails against the other Party in any court action (including proceedings at all levels of trial and appellate courts and any settlement proceedings after the filing of court action), reasonable costs and expenses including attorney fees and other charges (including an allocation for the costs and expenses of in-house legal counsel) and court costs and other expenses shall be paid by the non-prevailing Party.

7.14 No Other Amendment. Nothing in this Agreement modifies nor amends, nor shall be construed to modify or amend, any other agreement between the Parties or to which they are parties unless expressly delineated herein.

7.15 No Presumption. This Agreement shall be construed as if both Parties jointly prepared it, and no presumption shall be made as to whether one Party or the other prepared this Agreement for purposes of interpreting or construing any of the provisions of this Agreement or otherwise.

7.16 Public Records. It is understood and agreed that FMPA, a separate legal entity and public agency (as that term is defined in the Interlocal Cooperation Act of 1969), and LWB, as a municipal corporation, may each be subject to Chapter 119, Florida Statutes, and Chapter 286, Florida Statutes (collectively, the “Sunshine Law”). In recognition of the Sunshine Law’s requirements, it is agreed and understood that the Party authoring, creating, or otherwise originating any and all documents, instruments, information, or materials (including, but not limited to, data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, or memoranda) created under or pursuant to this Agreement or created for or on behalf of any work or activity related to this Agreement (collectively, “Records”), shall be responsible for keeping and maintaining originals and/or copies of such Records. Each Party may use and rely on any and all Records provided by the other Party; provided, however, no Party shall be liable or otherwise responsible for any third party’s use or reliance upon any such

Records for any purpose, unless otherwise stated in writing by the Party authoring, creating, or otherwise originating the Records.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

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