



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**ELECTRIC UTILITY CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, JULY 27, 2021 - 6:00 PM**

**ROLL CALL:**

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

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

- A. [Ocean Current Energy Update by Gabe Alsenas, Director of Southeast National Marine Energy Center \(SNMREC\) at Florida Atlantic University](#)
- B. [Customer Service Presentation on Customer Payments and Service Requests](#)

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

**APPROVAL OF MINUTES:**

- A. [June 29, 2021](#)

**NEW BUSINESS:**

- A. [First Amendment to Agreement with Trench Limited for outdoor, single-phase, combined current & voltage metering class transformer units](#)
- B. [Agreement with G&W Electric Company for Three-Phase solid dielectric multiway switch with Automatic Transfer package](#)
- C. [Agreement with SPX Transformer Solutions for the purchase of two \(2\) 138kV to 26kV step-down power transformers](#)

**ADJOURNMENT:**

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). 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)



FAU

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SOUTHEAST NATIONAL MARINE  
RENEWABLE ENERGY CENTER

**U.S. Department of Energy Center**  
and  
**State of Florida Center of Excellence**  
designated at Florida Atlantic University





# Waves



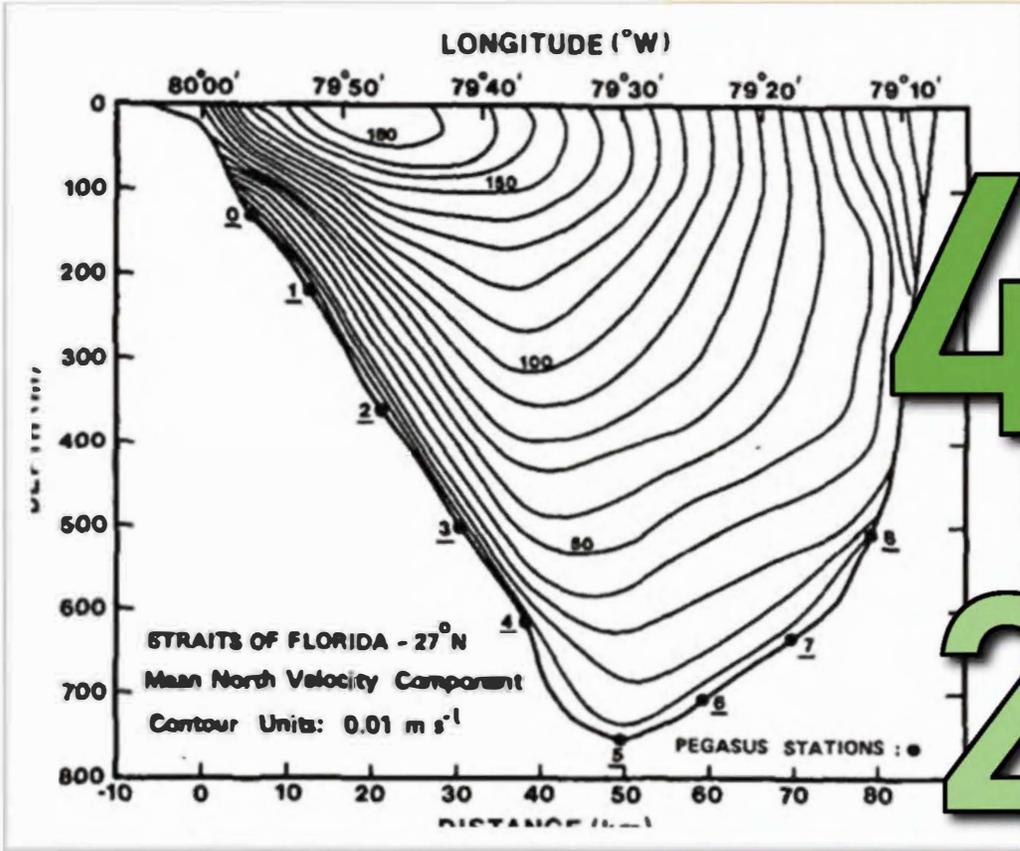
# Tides

# Ocean Currents

An aerial photograph of a large red buoy floating in the deep blue ocean. The buoy is a truncated cone shape. A white, foamy wake is visible behind the buoy, indicating it is moving through the water. The water is a deep, dark blue, and the horizon is visible in the distance under a clear sky.

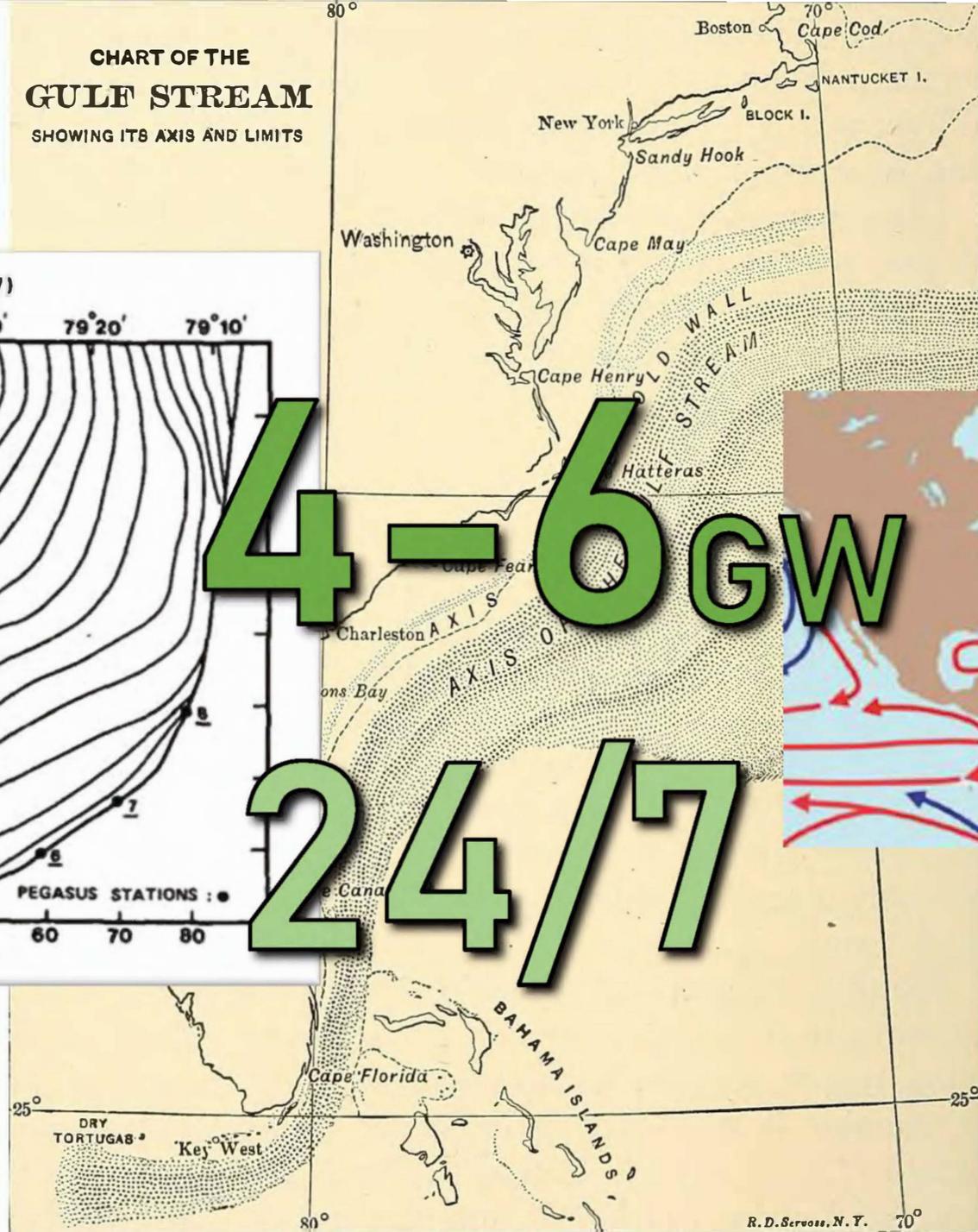
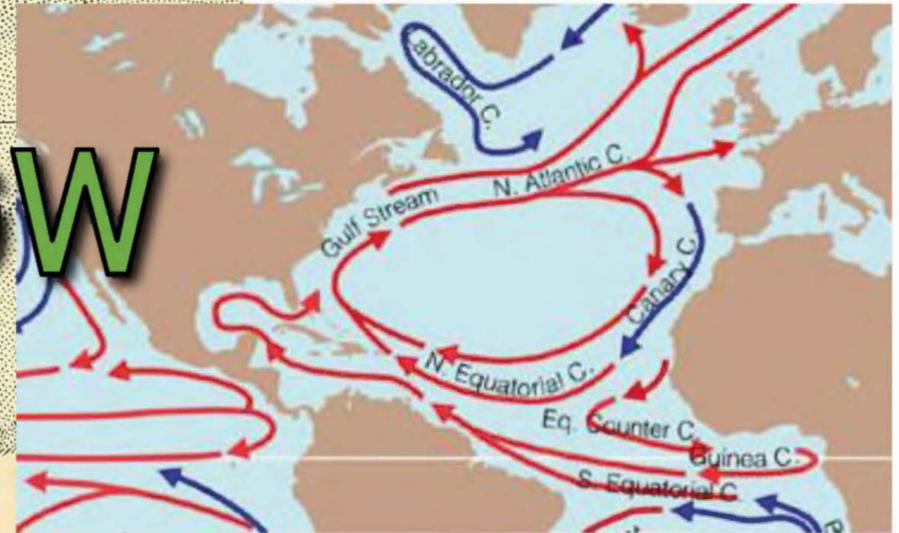
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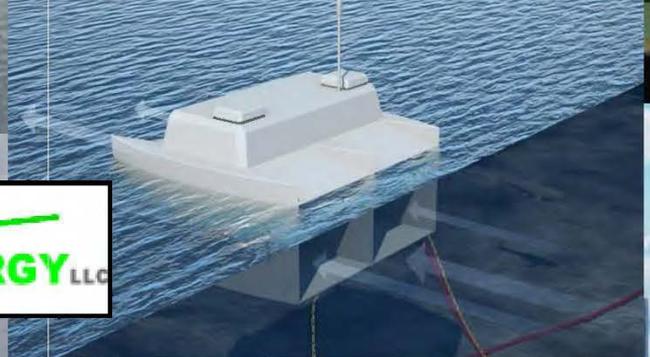
CHART OF THE  
GULF STREAM  
SHOWING ITS AXIS AND LIMITS



4-6 GW

24/7

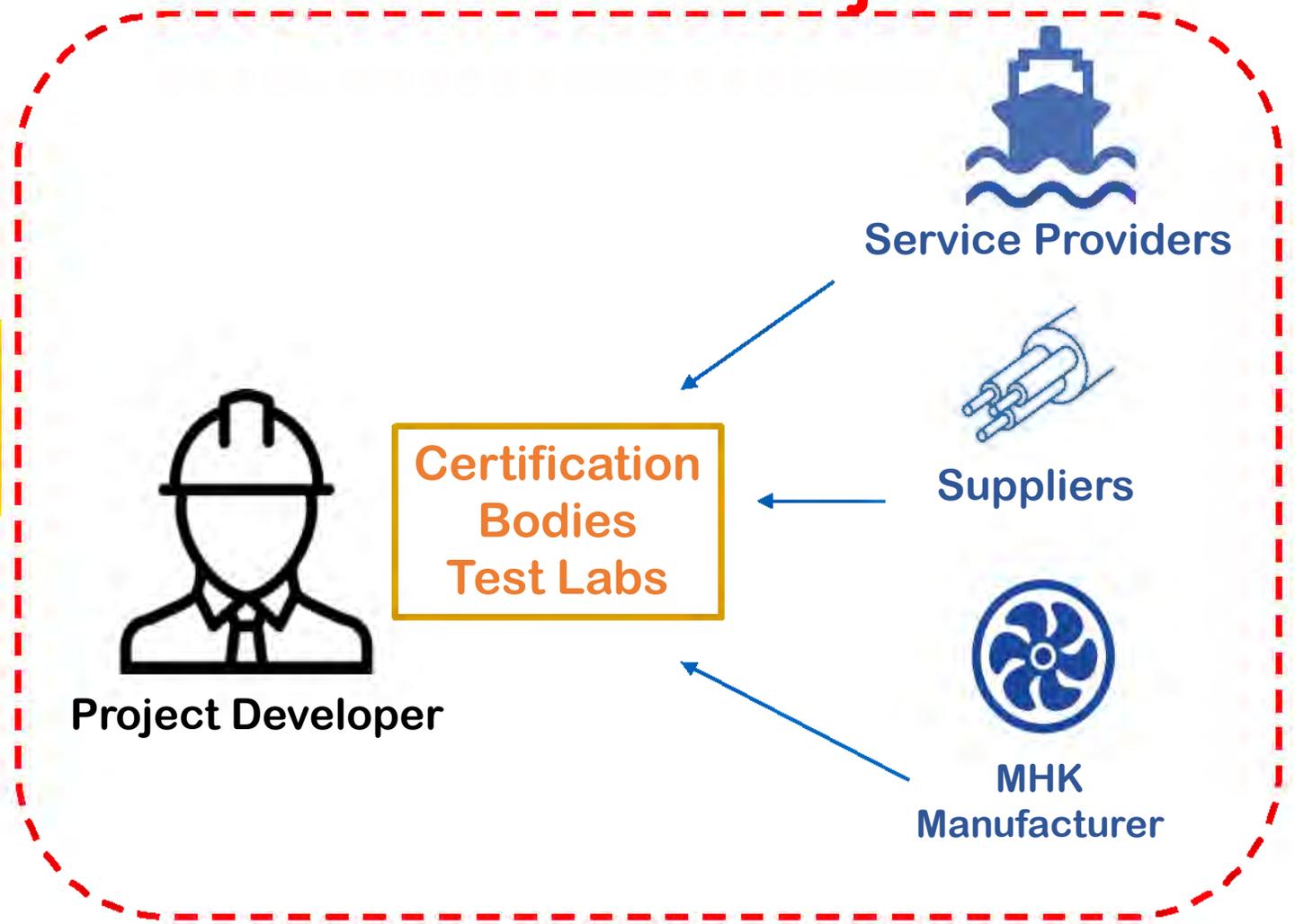




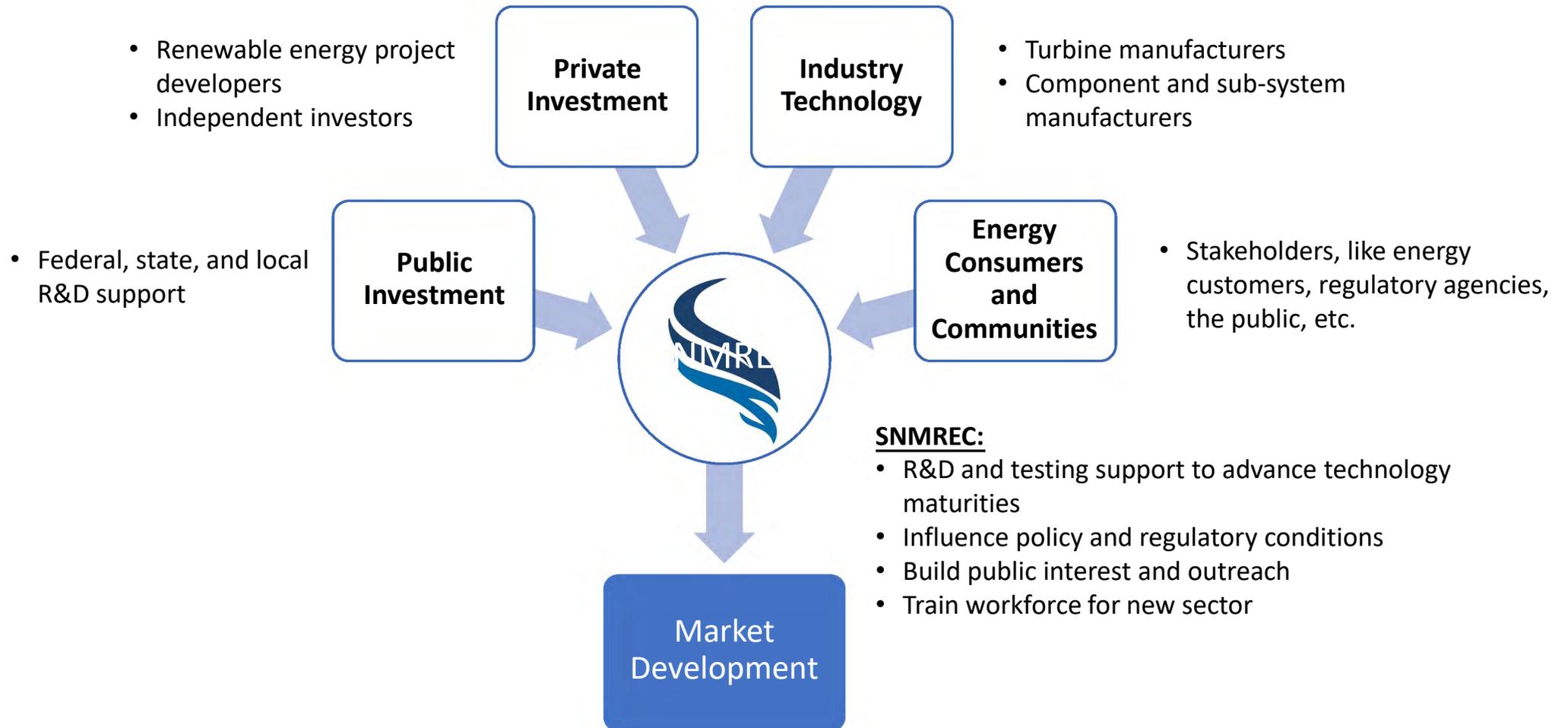


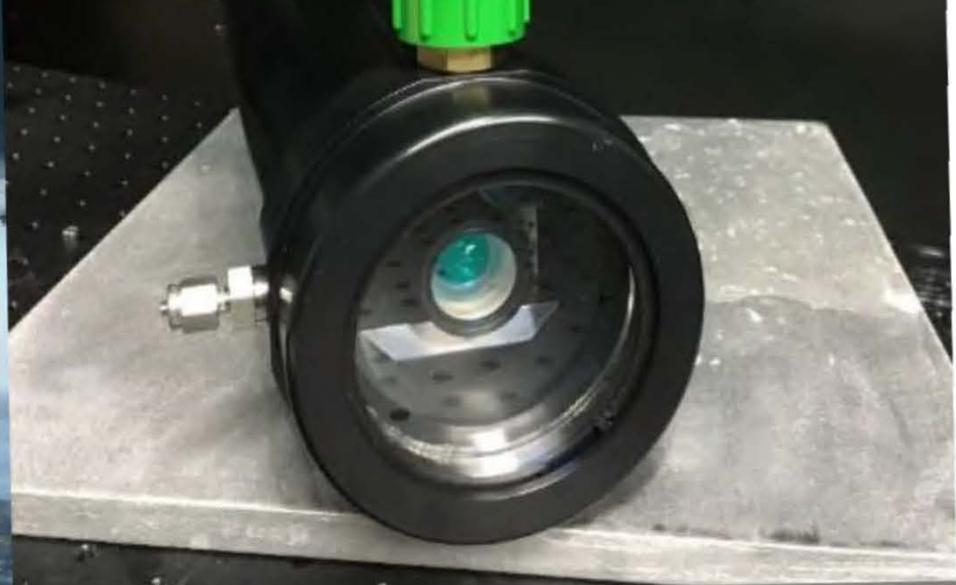
# Market

# Generation Project

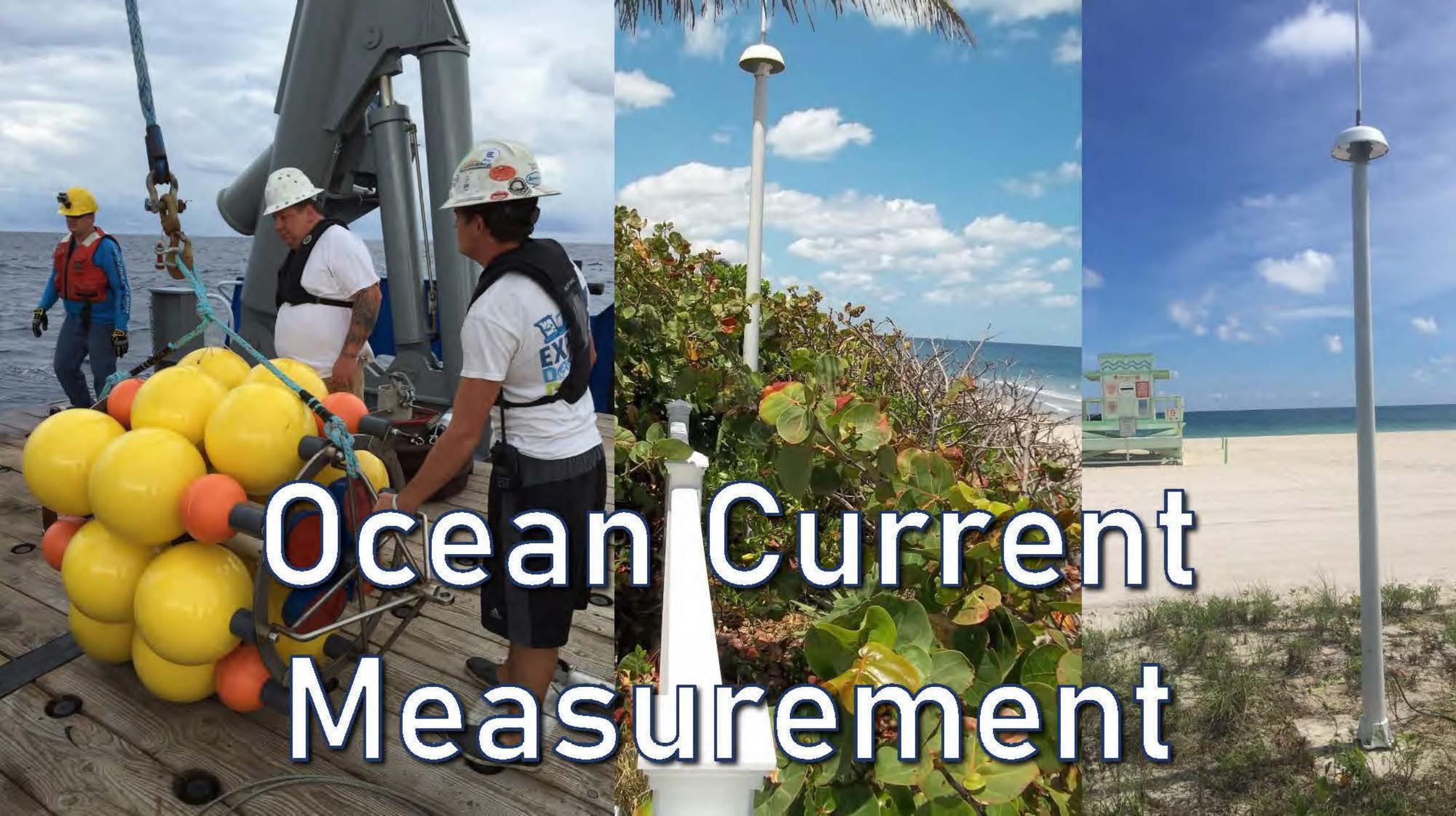


# Fostering University, Industry and Public Partnerships to Create an Ecosystem for Energy Market Development

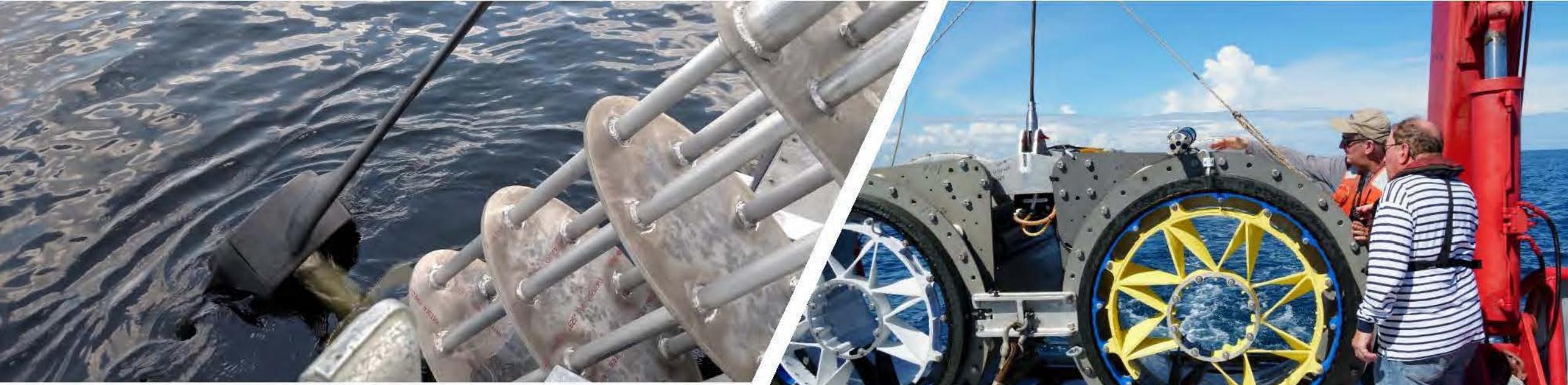




# Environmental Research



# Ocean Current Measurement



# Technology Development



# Technology Testing



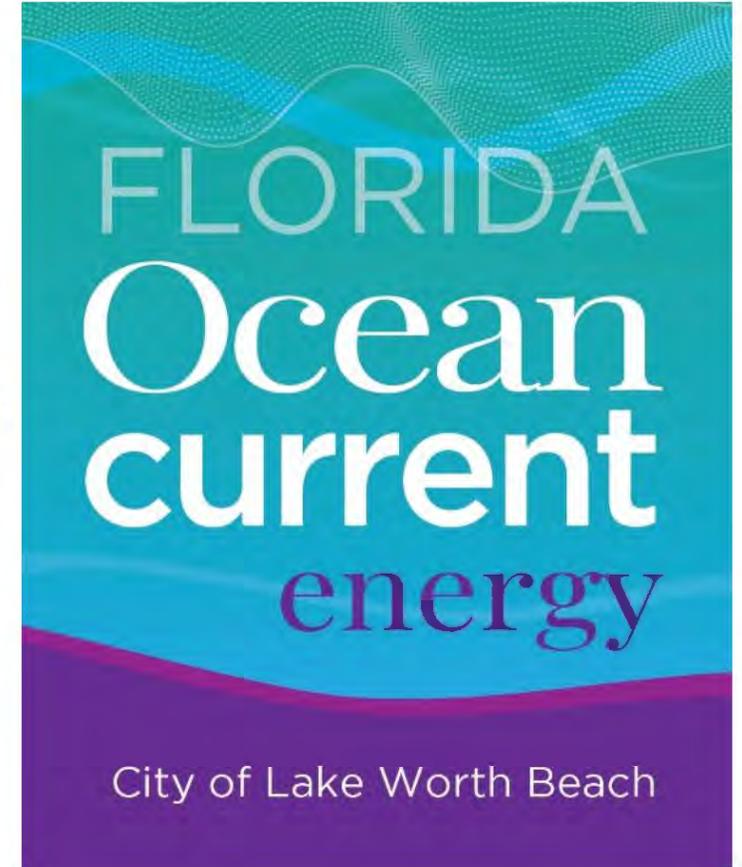
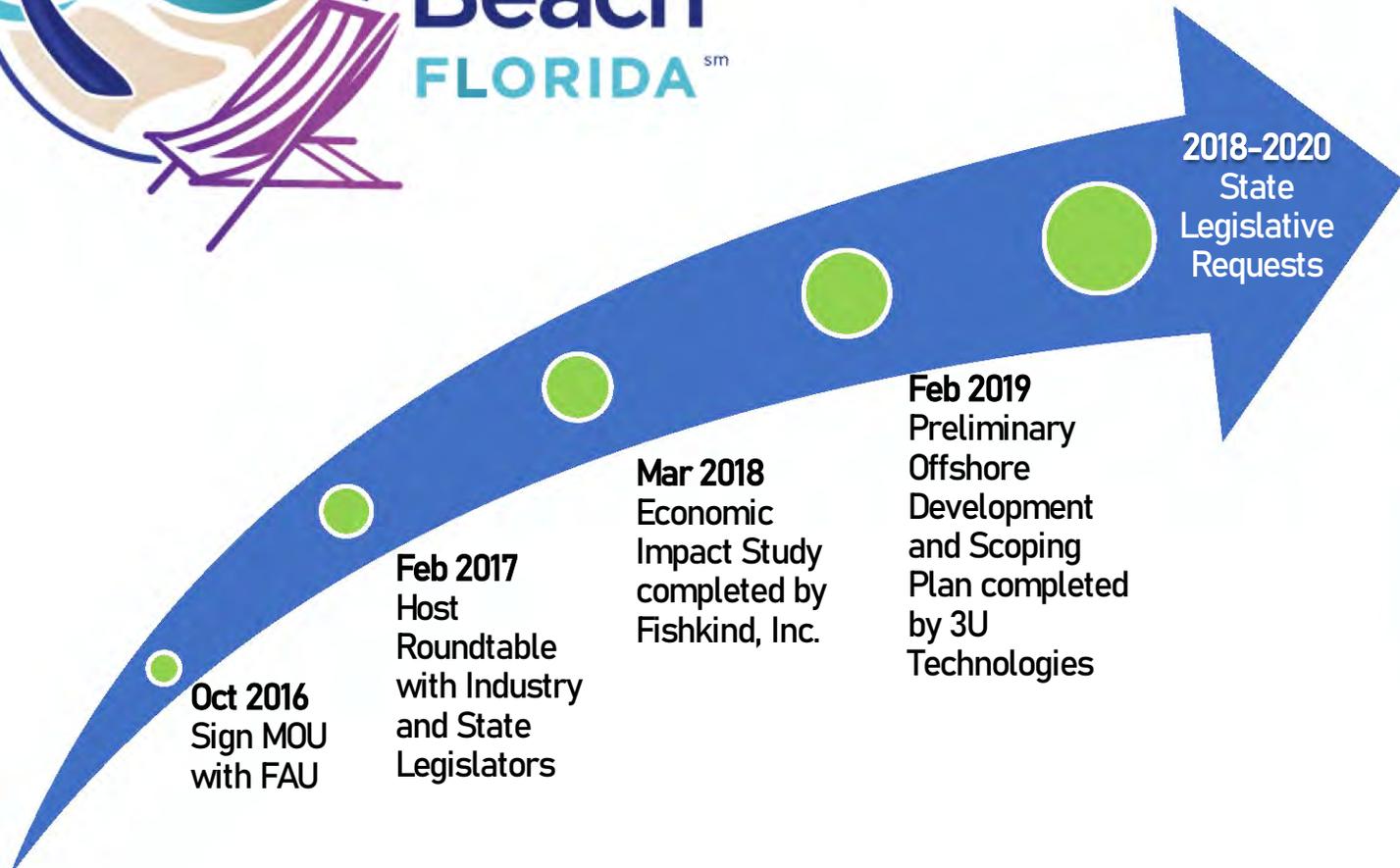
# Education & Outreach

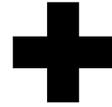
# What is left to do?

- Help technology companies refine concepts into viable energy generating products
- Establish offshore/onshore grid infrastructure to receive generated power for testing and R&D
- Continue to identify and reduce barriers to project siting
- Foster local ecosystem to support future industry



City of  
**Lake Worth  
Beach**  
FLORIDA<sup>sm</sup>





- Innovative Community
- Municipal Utility
- Economic Opportunities
- **Nearshore** Infrastructure

- Marine Energy Leader
- Federal and State Impact
- Private Sector Engagement
- **Offshore** Infrastructure



Utilities Customer Service Division

as of 7/1/2021

1. OFFSITE CASH PAYMENTS (offsite Cash payments @ CVS, 7-Eleven & Family Dollar) \*\*Walmart - fall 2021\*\*

		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Totals
2021	# of Payments	2,242	2,124	2,384	2,099	2,164	2,248							13,261
	\$ of Payments	\$406,873	\$342,331	\$353,186	\$347,167	\$367,592	\$417,534							\$2,234,683
2020	# of Payments	2,349	2,241	2,320	1,856	1,876	1,934	2,060	1,984	2,061	2,253	2,186	2,283	25,403
	\$ of Payments	\$433,080	\$371,311	\$359,226	\$319,725	\$357,607	\$389,226	\$440,407	\$443,361	\$449,560	\$513,619	\$452,304	\$442,868	\$4,972,294

2. PAYMENTS

Payment TYPE	Jan-21				Feb-21				Mar-21				Apr-21				May-21			
	Total # of Payments	% based on # of Payments	Total Dollar Amount	% based on Dollar Amount	Total # of Payments	% based on # of Payments	Total Dollar Amount	% based on Dollar Amount	Total # of Payments	% based on # of Payments	Total Dollar Amount	% based on Dollar Amount	Total # of Payments	% based on # of Payments	Total Dollar Amount	% based on Dollar Amount	Total # of Payments	% based on # of Payments	Total Dollar Amount	% based on Dollar Amount
Debit/Credit Card	12,429	48%	\$2,568,284	40%	12,533	46%	\$2,455,784	38%	15,471	47%	\$2,801,328	38%	12,874	48%	\$2,483,442	39%	12,656	45%	\$2,537,444	39%
Paper Checks	6,078	23%	\$2,063,163	32%	6,130	23%	\$2,040,521	32%	7,384	23%	\$2,434,740	33%	5,708	21%	\$2,025,300	32%	7,339	26%	\$2,094,446	32%
Electronic e-Checks	3,268	13%	\$ 937,684	15%	3,698	14%	\$ 997,544	15%	4,463	14%	\$1,162,539	16%	3,744	14%	\$ 992,149	16%	3,637	13%	\$ 938,425	15%
ACH AutoDraft (old AutoPay)	2,171	8%	\$ 487,848	8%	2,541	9%	\$ 603,357	9%	2,887	9%	\$ 652,399	9%	2,261	8%	\$ 496,603	8%	2,356	8%	\$ 556,096	9%
Offsite Cash Payments	2,108	8%	\$ 387,281	6%	2,120	8%	\$ 343,280	5%	2,511	8%	\$ 371,273	5%	2,102	8%	\$ 346,923	5%	2,013	7%	\$ 343,760	5%
Cash (local office)	n/a	n/a	0	0%	\$ -	0%														
	26,054	100%	\$6,444,260	100%	27,022	100%	\$6,440,486	100%	32,716	100%	\$7,422,280	100%	26,689	100%	\$6,344,418	100%	28,001	100%	\$6,470,171	100%

Payment METHOD	Total # of Payments	% based on # of Payments	Total Dollar Amount	% based on Dollar Amount	Total # of Payments	% based on # of Payments	Total Dollar Amount	% based on Dollar Amount	Total # of Payments	% based on # of Payments	Total Dollar Amount	% based on Dollar Amount	Total # of Payments	% based on # of Payments	Total Dollar Amount	% based on Dollar Amount	Total # of Payments	% based on # of Payments	Total Dollar Amount	% based on Dollar Amount
	Online	9,929	38%	\$2,352,907	37%	8,415	31%	\$2,172,126	34%	12,347	38%	\$2,539,025	34%	10,529	39%	\$2,267,241	36%	10,125	36%	\$2,267,676
By Mail	4,852	19%	\$1,690,835	26%	4,879	18%	\$1,724,691	27%	5,988	18%	\$2,083,572	28%	4,613	17%	\$1,736,924	27%	6,309	23%	\$1,810,261	28%
ACH AutoDraft (old AutoPay)	2,171	8%	\$ 487,848	8%	2,541	9%	\$ 603,357	9%	2,887	9%	\$ 652,399	9%	2,261	8%	\$ 496,603	8%	2,356	8%	\$ 556,096	9%
New Auto-Pay (self-service)	1,995	8%	\$ 400,089	6%	2,730	10%	\$ 556,231	9%	3,506	11%	\$ 688,587	9%	2,607	10%	\$ 543,750	9%	2,854	10%	\$ 580,626	9%
Night Depository Drop Box	1,226	5%	\$ 372,328	6%	1,251	5%	\$ 315,830	5%	1,396	4%	\$ 351,168	5%	1,095	4%	\$ 288,376	5%	1,030	4%	\$ 284,185	4%
Local Office(deposit payments)	288	1%	\$ 120,093	2%	206	1%	\$ 114,530	2%	168	1%	\$ 70,202	1%	182	1%	\$ 79,517	1%	152	1%	\$ 52,721	1%
Automated Pay-by-Phone	3,485	13%	\$ 632,879	10%	4,880	18%	\$ 610,442	9%	3,913	12%	\$ 666,054	9%	3,300	12%	\$ 585,085	9%	3,162	11%	\$ 574,846	9%
Offsite Cash Payments	2,108	8%	\$ 387,281	6%	2,120	8%	\$ 343,280	5%	2,511	8%	\$ 371,273	5%	2,102	8%	\$ 346,923	5%	2,013	7%	\$ 343,760	5%
	26,054	100%	\$6,444,260	100%	27,022	100%	\$6,440,486	100%	32,716	100%	\$7,422,280	100%	26,689	100%	\$6,344,418	100%	28,001	100%	\$6,470,171	100%

3. COLLECTIONS - (monthly files sent to agency - 60 day delay)

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total:
2021	\$43,225	\$19,827	\$21,291	\$12,467	end of JUL	end of AUG	end of SEP	end of OCT	end of NOV	end of DEC	end of JAN	end of FEB	\$96,810
2020	\$10,702	\$16,419	\$6,961	\$4,694	\$14,840	\$29,212	\$22,303	\$33,762	\$36,389	\$67,804	\$72,564	\$51,874	\$367,524
2019	\$13,615	\$8,532	\$8,236	\$10,523	\$9,985	\$12,911	\$21,058	\$25,435	\$22,649	\$47,700	\$29,752	\$14,114	\$224,511

+ 39%

JAN	Count	Sum		FEB	Count	Sum		MAR	Count	Sum		APR	Count	Sum	
Comm	2	\$2,064	3%	Comm	2	\$852	3%	Comm	2	\$2,954	3%	Comm	1	\$1,013	2%
Tenant	2	\$2,064		Tenant	2	\$852		Owner	1	\$1,623		Tenant	1	\$1,013	
Res	74	\$41,161	97%	Res	71	\$18,975	97%	Res	65	\$18,337	97%	Res	47	\$11,454	98%
Tenant	63	\$37,875	85%	Owner	8	\$2,419	11%	Owner	9	\$1,551	14%	Owner	10	\$1,327	21%
Owner	11	\$3,286	15%	Tenant	63	\$16,556	89%	Tenant	56	\$16,787	86%	Tenant	37	\$10,128	79%
Total	76	\$43,225	100%	Total	73	\$19,827	100%	Total	67	\$21,291	100%	Total	48	\$12,467	100%

4. PROJECTED SERVICE DISCONNECTS (Customers Projected to be Cut - yellow reminder notices mailed out)

Date	# of accounts that could be Cut	Delinquent Amount	Total Balance Due	Date	# of accounts that could be Cut	Delinquent Amount	Total Balance Due
28-JUN-21	464	\$122,258	\$328,639	29-Sep-20	1802	\$678,673	\$1,375,873
29-Jun-21	569	\$128,771	\$345,845	30-Sep-20	1754	\$660,854	\$1,349,611
30-Jun-21	708	\$155,522	\$420,309	1-Oct-20	1655	\$598,873	\$1,224,956
1-Jul-21	715	\$172,991	\$452,904	2-Oct-20	1582	\$575,579	\$1,199,910
2-Jul-21	609	\$140,098	\$379,480	5-Oct-20	1311	\$499,667	\$1,055,816
6-Jul-21	394	\$84,647	\$248,007	6-Oct-20	1116	\$441,772	\$953,073

5. SERVICE RE-CONNECT ANALYSIS (number of customers restored after being disconnected)

# of Days	# of Cuts	Restored	% Restored	NOT Restored	Vacant
28	730	716	98%	14	0

6. RECEIVABLES AGING REPORT - as of 7/1 (net amount excluding taxes+fees+misc. services)

AGING REPORT	2021			2020	2019
	30	60	30+60	30+60	30+60
Total Commercial EL <i>(excl. taxes-fees-misc.)</i>	\$26,896 2.3%	\$2,010 0.2%	\$28,906 2.5%	\$85,183 9.9%	\$25,619 2.1%
Total Residential EL <i>(excl. taxes-fees-misc.)</i>	\$127,967 5.1%	\$8,026 0.3%	\$135,993 5.4%	\$292,956 12.6%	\$106,243 6.0%
Total EL Res & Comm <i>(excl. taxes-fees-misc.)</i>	\$154,863 4.2%	\$10,036 0.3%	\$164,899 4.5%	\$378,138 11.9%	\$131,862 4.5%
Total Water&Sewer <i>(excl. taxes-fees-misc.)</i>	\$70,123 3.9%	\$5,494 0.3%	\$75,616 4.2%	\$219,168 11.1%	\$42,250 2.9%
Grand Total EL/WA/SW <i>(excl. taxes-fees-misc.)</i>	\$278,745 4.3%	\$20,150 0.3%	\$298,895 4.6%	\$778,641 11.9%	\$216,770 4.1%

TRIAL BALANCE SUMMARY (gross amounts including taxes+fees+misc.+services)

Days	JUL-20	AUG-20	SEP-20	OCT-20	NOV-20	DEC-20	JAN-21	FEB-21	MAR-21	APR-21	MAY-21	JUN-21
> 30	641,181	575,542	699,921	522,061	437,943	391,225	475,813	244,470	339,186	333,716	283,202	231,918
> 60	\$276,927	\$261,944	\$345,546	\$331,647	\$180,477	\$153,991	\$102,862	\$67,419	\$47,602	\$46,334	\$21,227	\$22,144
30+60	\$918,108	\$837,486	\$1,045,467	\$853,708	\$618,420	\$545,216	\$578,675	\$311,889	\$386,788	\$380,050	\$304,429	\$254,062
> 90	2,882,009	2,955,206	3,090,384	3,290,472	3,355,622	3,413,678	3,450,829	3,418,929	3,391,389	3,300,926	3,253,235	3,154,193

7. PAYMENT PLANS - Payments Received (as of 7/1)

Date	COMBINED TOTALS					RESIDENTIAL				COMMERCIAL				PAST DUE	
	TOTAL # of Plans	TOTAL AMOUNT	UNPAID \$ Amount	PAID \$ AMOUNT	% of \$	# of Plans	TOTAL AMOUNT	PAID	% of \$	# of Plans	TOTAL AMOUNT	PAID	% of \$	# of PAST DUE	% of \$ PAST DUE
as of 06/30/2021	1194	\$993,726	\$268,067	\$725,659	73%	1116	\$844,439	\$635,959	75%	78	\$149,287	\$89,700	60%	297	25%

8. UTILITY SERVICE REQUESTS (online applications + emails)

DATE	DAY	OVERNIGHT				DAYTIME				DAILY TOTAL	WEEKLY TOTAL
		CS EMAILS	ONLINE APPS	DEPOSIT PMTS	NITE TOTAL	CS EMAILS	ONLINE APPS	DEPOSIT PMTS	DAY TOTAL		
6/7/2021	MON	43	16	1	60	7	13		20	80	
6/8/2021	TUE	10	8	3	21	6	14		20	41	
6/9/2021	WED	13	2	6	21	8	13		21	42	
6/10/2021	THU	18	7	4	29	10	8		18	47	
6/11/2021	FRI	2	3	3	8	8	13		21	29	239
6/14/2021	MON	12	7	1	20	12	11	10	33	53	
6/15/2021	TUE	7	4	3	14	15	10	2	27	41	
6/16/2021	WED	6	4	6	16	12	10	11	33	49	
6/17/2021	THU	4	5	4	13	5	11		16	29	
6/18/2021	FRI	7	4	3	14	6	10	28	44	58	230
6/21/2021	MON	20	8	1	29	9	12	12	33	62	
6/22/2021	TUE	9	5	4	18	9	6	17	32	50	
6/23/2021	WED	2	5	2	9	6	10	10	26	35	
6/24/2021	THU	3	3	1	7	11	5	4	20	27	
6/25/2021	FRI	4	5	4	13	5	14	14	33	46	220
6/28/2021	MON	8	25	3	36	6	15	3	24	60	
6/29/2021	TUE	12	6	3	21	11	13	15	39	60	
6/30/2021	WED	8	7	6	21	9	15	16	40	61	
7/1/2021	THU	9	6	4	19	15	13	10	38	57	
7/2/2021	FRI	11	8	3	22	22	9	15	46	68	306

9. FINANCIAL ASSISTANCE Received (from Palm Beach County)

	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	TOTAL
# of Accounts	4	34	28	47	46	31	57	128	40	9	13	12	7	2	4	462
Total \$ received	\$2,027	\$11,752	\$10,055	\$25,016	\$22,046	\$17,585	\$27,310	\$50,824	\$20,570	\$3,831	\$5,202	\$4,198	\$3,400	\$2,514	\$1,662	\$207,992

**MINUTES  
CITY OF LAKE WORTH BEACH  
ELECTRIC UTILITY CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, JUNE 29, 2021  
IMMEDIATELY FOLLOWING  
THE SPECIAL CITY COMMISSION MEETING**

The meeting was called to order by Mayor Resch on the above date at 6:17 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy (via Zoom) and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Christy L. Goddeau and Deputy City Clerk Melissa Ann Coyne.

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

There were no additions or changes to the agenda.

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

A. City's Net Metering Program Update

Ed Liberty, Electric Utility Director, spoke about the program background definitions, history, and legal requirements. He explained that Net-Metering typically referenced the customer-owned renewable electric generation systems installed behind the meter on the customers' premises which netted their electric purchases with their own electric production. He stated that there were six system in 2010 when the program began and had grown to 156 systems currently. He said that Resolution 34-2012 added net metering rates and set a size limit of 10kw and the prior commission approved changes in 2019 mirroring those of utilities statewide such as reaffirmation of the previous system size limit, establishing a cap on total Kw allowed, removing the exemptions from minimum bills and establishing program rules and interconnection agreements. He iterated that a cap was necessary as a precautionary measure based on actual experience during "island operations" and the city's power plant units are not equipped to power swings the cap would be revisited when the second transmission line was operational. He reported that the EU was rapidly approaching the cap and staff needed policy direction regarding non-compliant installations.

Discussion ensued regarding the enforcement of the signing of the interconnection agreements, which was required by state law.

Joel Rutsky, Revenue Protection Manager, stated that the city had the documentation for the systems and made it very easy for the customers to sign the agreement. He said that no one had objected to the agreements, some are just ignoring the notifications. He iterated that any systems that were installed without a permit would have to be removed.

Mayor Resch asked if the commission would give consensus to send final notices with large lettering and then disconnect their systems.

Mr. Rutsky asked what the legal ramifications were of shutting off the systems.

Commissioner Malega stated that the city rules needed to be enforced and it was unfair that people were waiting to install systems because some had not signed the agreements.

Commissioner McVoy opined that it needed to be made clear that the customer would not get credit for their electric power and would not be cut off from electric.

City Attorney Goddeau said that she would work with Mr. Liberty and Mr. Rutsky to bring back a letter and press release as an agenda item.

Mr. Rutsky said that there could not be any new solar customers because the 14 people were on the grid, but not in compliance.

Mr. Liberty stated that the customers would be visited in person to get them to sign the agreements. He said that the concept of a cap was neither new nor illegal; the city had a technical cap. He iterated that utilities had wide latitude to disconnect a customer from the system.

Consensus was to bring the agreement back at a future meeting.

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

Deputy City Clerk Coyne read the following public comments submitted online:

Emily Abbott wrote to request that residents be able to install solar systems at their homes.

Vice Mayor Robinson stated that the city should be known for encouraging solar and asked if the cap would go away in 2022.

Mr. Liberty responded that the cap would be revisited, but there would be a cap.

### **APPROVAL OF MINUTES:**

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

A. April 27, 2021

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

### **CONSENT AGENDA:**

There were no Consent Agenda items on the agenda.

### **PUBLIC HEARINGS:**

There were no Public Hearings on the agenda.

### **UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**NEW BUSINESS:**

A. Payment of Credit and Debit Card Fees associated with customer payment of utility bills

Mr. Liberty explained that there was a fee to process credit card transactions that had risen to a \$400,000 cost to the city and was a significant expense. He said that Franco Bellitto, Customer Service Manager, had been investigating a solution and found that many utilities and other agencies charge the customer a fee for using a credit card. He stated that the EUAB favored shifting the fee to the customers.

Comments/requests summary:

1. Commissioner Stokes expressed concern about passing costs on to customers.

Mr. Bellitto replied that some customers were using rewards cards which had higher fees, but customers could pay by check and not pay a fee. He stated that any fees that were charged would be passed on to the customer. He said that the cost was \$3.25 per \$500 charge.

2. Commissioner Malega asked about the payment schedule and said that it was confusing. She inquired about paying by electronic check.

Mr. Bellitto agreed that it was confusing but the vendor insisted on having the schedule. He said that there would not be a fee for auto debits from a checking account, only if Paymentus handled the payment.

3. Commissioner Stokes inquired how long the city had been using Paymentus and what other quotes had been received.

Mr. Bellitto said that the city switched to Paymentus two years ago and was the certified preferred partner to Naviline.

4. Commissioner Malega expressed concern about the high fees.

Mr. Bellitto said that he negotiated and could not get the fee reduced. He explained that the fee was based on average bill amounts and that the EUAB had given consensus to charge the fee.

5. Commissioner McVoy inquired if the equity issue could be addressed.

Mr. Bellitto stated that people could set up electronic bill pay without any additional charges. He said that the new bank will do electronic transfers in the future rather than sending a paper check which then had to be opened by the vendor.

6. Commissioner Stokes asked if there had been a survey about credit card use.

Mr. Bellitto stated that there would be notices created in three languages with options for paying without fees if the item were approved. He said that the notice could be put in every bill before the October 1 deadline so some customers could get three notices. He said that there was a one-time \$25 discount for people who signed up for paperless billing and autopay.

Mayor Resch asked if there were any public comments. No one from the public commented.

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve of Credit and Debit Card Fees associated with customer payment of utility bills.

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

B. Amendment to Task Order No. 3 with TeamworkNET Inc., for additional engineering design services for the Main Yard Substation Control House Protection and Control Project

Mayor Resch asked if there were any public comments. No one from the public commented.

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Amendment No. 3 to Task Order No. 3 with TeamworkNET Inc., to provide additional engineering design services for the Main Yard Substation Control House Protection and Control Project at a cost not to exceed \$85,190.

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

C. Task Order No. 5 with TeamworkNET Inc., for engineering design services for the Main Yard Substation Control House Relay Protection and Controls

Mr. Liberty explained that the work was spread amongst the companies that could do the work.

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Task Order No. 5 with TeamworkNET Inc., for engineering design services for the Main Yard Substation Control House Relay Protection and Controls.

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

D. Agreement with Milsoft Utility Solutions Inc., for software, data conversion and implementation of Milsoft Engineering Analysis, Outage Management System & Geographical Information System modules

Mr. Liberty said that he tasked Mr. Bellitto with creating new technologies. He stated that customers would be able to get answers to their questions through automation and that one day there would be integration through automation. He spoke about IVR (integrated voice recognition) that would be able to identify the customer's information and that all of the systems would be compatible.

Comments/requests summary:

1. Mayor Resch asked if there would be a person at the other end.

Mr. Bellitto stated that he had worked with AT&T to have a natural sounding language in English, Spanish and Creole, to answer simple questions to free up staff time. He said that there would be a way to speak with a person.

2. Commissioner Malega asked about the associated cost.

Mr. Bellitto replied that the cost was \$23,500 a year.

Mr. Liberty stated that the service would provide faster responses and the modeling tool would help the engineering staff to understand what the circuits could physically do.

3. Commissioner McVoy spoke in opposition to call centers where the operators did not know anything about the city and expressed skepticism about educating the customers. He said that technology should be used to push information out, but more live operators should be use.

Mayor Resch stated that the system would call to inform the customer of an outage.

Mr. Bellitto said that the timing could be adjusted to shorten the wait for a live person. He stated that the goal was to have a hybrid solution in phases with a call center for after hours and during emergencies.

Mayor Resch asked if there were any public comments. No one from the public commented.

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve Agreement with Milsoft Utility Solutions Inc., for software, data conversion and implementation of Milsoft Engineering Analysis, Outage Management System & Geographical Information System modules.

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

Mr. Liberty thanked the commission for their ongoing support.

**ADJOURNMENT:**

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to adjourn the meeting at 8:01 PM.

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

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Betty Resch, Mayor

ATTEST:

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Melissa Ann Coyne, Deputy City Clerk

Minutes Approved: July 27, 2021

# **EXECUTIVE BRIEF ELECTRIC UTILITY MEETING**

**AGENDA DATE:** July 27, 2021

**TITLE:**

First Amendment to Agreement with Trench Limited for outdoor, single-phase, combined current & voltage metering class transformer units

**SUMMARY:**

First Amendment to Agreement with Trench Limited authorizes Trench Limited to provide outdoor, single-phase, combined current/voltage metering class transformers for use on the City's 138kV Electric Transmission System at a cost not to exceed \$200,000. 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:**

In 2018, the City issued Request for Proposals (RFP 18-211) for the procurement of outdoor, single-phase, combined current/voltage metering class transformers for use on the City's 138kV Electric Transmission System. A total of three bids were received and evaluated. Trench Limited was found to be most responsive and responsible bidder and offered the lowest price. The initial term of the Agreement was for two (2) years with two (2) additional single year renewal options. This First Amendment is to extend the terms for one additional year.

Currently, the Electric Utility is working on the design and material procurement for the new 138kV Canal Switchyard. The outdoor single-phase, combined, current/voltage metering class transformers will be installed at the new 138kV Canal Switchyard on the new incoming 138kV Transmission Lines. Their function is to measure the current and voltage on the 138kV transmission lines. This information is recorded in real-time and is utilized for substation protection relays and to monitor power supply to the City.

**MOTION:**

Move to approve/disapprove First Amendment to Agreement with Trench Limited for outdoor, single-phase, combined current/voltage metering class transformers for use on the City's 138kV Electric Transmission System at a cost not to exceed \$200,000.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
First Amendment

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$200,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.16, Project No. SH2001.**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.16	Improve Other than Build/Infrastructure	SH2001	\$11,000,000	\$9,804,695	-\$200,000	\$9,604,695

**FIRST AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES  
Outdoor Single-Phase Combined CT/PT Metering Units (Electric Utilities)**

THIS FIRST AMENDMENT (“Amendment”) to the Agreement for Goods and Services - Outdoor Single-Phase Combined CT/PT Metering Units is made as of \_\_\_\_\_, 2021, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida (“CITY”) and **TRENCH LIMITED**, a New Brunswick Corporation (“CONTRACTOR”).

**WHEREAS**, the City issued Request for Proposal RFP 18-211 for the procurement of Outdoor Single-Phase Combined CT/PT Metering Units (“RFP”); and

**WHEREAS**, on September 13, 2018, the CITY and CONTRACTOR entered into the Agreement for Outdoor Single-Phase Combined CT/PT Metering Units (“Agreement”); and

**WHEREAS**, the term of the Agreement was for two (2) years with two (2) additional single year renewal options; and

**WHEREAS**, the CITY and the CONTRACTOR wish to amend the Agreement to extend the terms of the Agreement for additional one (1) year; and,

**WHEREAS**, the CONTRACTOR submitted a revised rate schedule for the units to be provided under this Amendment, which rates are attached hereto as **Exhibit “A”** and incorporated herein; and

**WHEREAS**, the CITY has reviewed the increased rate schedule and determined that the increase is fair and reasonable; 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 true and correct and are incorporated herein by reference.
2. **Term of Agreement.** The parties agree that the term of the Agreement is hereby extended to September 13, 2021.
3. **Rate Schedule.** The parties agree that the rates to be charged by the CONTRACTOR for the units to be provided under the Agreement are set forth in **Exhibit “A”**.
4. **Maximum Cost.** The total amount not to exceed under this Amendment shall be Two-Hundred Thousand Dollars (\$200,000). The CONTRACTOR is not guaranteed that the CITY will purchase units up to the entire not to exceed amount.

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

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

7. **Scrutinized Companies.**

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement for Goods and Services - Outdoor Single-Phase Combined CT/PT Metering Units on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

**CONTRACTOR: TRENCH LIMITED**

By: ATM

[Corporate Seal]

Print Name: Selim Hostut

Title: General Manager - Instrument Transformers

PROVINCE OF Ontario )  
CITY OF Toronto )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 6th day of July 2021, by Selim Hostut, as the GM - Instr. Transformers [title] of Trench Limited, a New Brunswick Corporation, who is personally known to me or who has produced N/A as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

[Signature]  
Notary Public Signature

Notary Seal:



**Exhibit “A”**



### Quotation

To:	CITY OF LAKE WORTH	From:	Trench Limited
Attn:	PAUL NICHOLAS	Name:	GUSTAVO LOPEZ-BENITEZ
Email:	<a href="mailto:pnicholas@lakeworthbeachfl.gov">pnicholas@lakeworthbeachfl.gov</a>	Date:	JUL-01-2021
Your ref:	OIF:COLW COMBI UNITS 145 KV	Trench ref:	22111844 rev. 02
Subject:	OIF:COLW COMBI UNITS 145 KV	Page:	1 of 10

Dear Paul,

Thank you for your inquiry and your continued interest in our products.

We are pleased to submit herewith our proposal for the above mentioned project and hope it meets your expectations.

As your reputable local partner, Trench provides the utmost in high-quality and reliable products that are individually designed for the required performance and service life.

To address growing market demands, Trench is pleased to offer our new standard 60/66 month warranty period. Further details are enclosed within this offer

If you have any questions, or require additional information regarding our products, please do not hesitate to contact us anytime.

We look forward to having the opportunity to serve you soon.

Sincerely,

*Gustavo Lopez*

GUSTAVO LOPEZ-BENITEZ  
Inside Sales  
Trench Limited - Instrument Transformer Division

**CC:**  
ENGINEERED POWER PRODUCTS INC  
Keith Armstrong

Enclosed datasheet, drawings



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**PRICE TABLE**

Item	Material	Description	Qty	Unit Price USD	Total Price USD	Delivery
20	Combined Transformer	<b>N5H-650-138-202S</b> <b>CITY OF LAKEWORTH</b> Rated Voltage 138.0 kV , No. of Cores 1 , Ratio 1000/2000:5 , Accuracy 0.15B1.8 , Note 1000:5(5-200%),2000:5(1-100%) ,	8	22,650.00	181,200.00	24-26 weeks

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**PRICES ARE EXCLUSIVE OF VALUE ADDED TAX, IF APPLICABLE**

**GENERAL NOTES**

Rev 1 - Quantity increased from 4 to 8 units by customer request, lead time updated based on Winter shutdown, price updated based on cost update. Validity extended for 30 days. 06/25/21, G. Lopez

Rev 2 - Ratio updated from 600/1200:5 to 1000/2000:5 A and price updated. Validity extended for 30 days. 07/01/21, G. Lopez



## COMMERCIAL CONDITIONS

Place of manufacture within the Trench Group will be determined by Trench Group at the time of order placement.

**Validity:** Proposal is valid until 2021-07-30  
Prices are firm for shipment on/or before 2022-03-30

**Delivery:** Delivery is based on receipt and acceptance of official order and does not include any additional time required for approval documentation, FAT/witness testing or inspection (if required by purchaser). Lead time could be improved at time of order entry, depending on plant loading.

The worldwide outbreak of the coronavirus disease ("COVID-19") may affect usual business activities and/or the execution of work under this offer. As the impacts from COVID-19 are continuously changing, their impacts on this offer are unknown at this time. To avoid potentially unnecessary contingency, matters such as procurement lead-time, delivery date, resources, and schedule are provided without consideration of impacts from COVID-19 other than as specifically set out in this offer. Trench is closely monitoring the development of COVID-19 and its associated impacts, and will endeavor to inform you of the impacts that COVID-19 has or may have on this offer. If required to overcome the consequences directly or indirectly caused by the outbreak of COVID-19, Trench reserves the right to adjust its obligations related to schedule, price, or any other reasonably required adjustment of this offer, including postponing or providing partial deliveries to the extent Trench's ability to supply or deliver is impacted.

The foregoing provision shall form an integral part of any contract resulting from this offer and shall supersede any other terms and conditions of the Contract which may otherwise be applicable to the subject matter described in the provision.

**NOTE ON DRAWING APPROVAL:** Trench's quotation includes drawings which are technically and dimensionally aligned with our offer. To expedite drawing approval, purchaser may indicate the quotation drawings are approved for manufacturing by submitting signed copies of the quotation drawings to Trench marked as "approved" along with the purchase order. Any changes or comments included by purchaser will be accepted by Trench, provided that such comments do not fundamentally change the design or offer (e.g. are limited to either changes to the nomenclature or the addition of reference notes).

**Freight Terms:** DDP FL, US  
According to INCOTERMS, ICC publication no. 715, 2010 edition.

**Payment Terms:** within 30 days Due net

**Testing:** Price includes Routine Testing according to the quoted standards only. Type test reports of similar units can be provided in lieu of performing type tests upon request at no charge.  
Actual type tests, if required, would be charged extra. If type testing is required, delivery dates may be affected.

**Packing:** Appropriate packaging for the shipping method is included.

**Warranty:** 60 months in service ,maximum 66 months from delivery  
Warranty only applies to products manufactured and supplied by Trench Group.



- Conditions of Sale:** Agreement for Goods and Services signed Sep 6th, 2018
- Retention Clause:** Trench Limited shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- Liquidated Damages:** Not applicable.
- Performance or Warranty Security:** The Trench proposal does not include for the provision of any security or bank guarantee. If one is subsequently required, the specific details of the Security / Guarantee have to be agreed by Trench Limited and the additional cost will be for the customer's account.
- Additional Comments:** Erection, installation, training of personnel as well as site test procedure is not included in our supply.  
Special tools for erection and putting into service are not necessary.  
Special spare parts are normally not necessary because the quoted apparatus are practically maintenance free.
- Drawings and Literature:** Supplier reserves all titles and property rights and rights originating from copyright on cost estimates, drawings and other documents. Such may not be disclosed to third parties without prior consent of the supplier. Contractual language: English.
- Compliance:** Compliance with legal regulations is an integral part of all business processes at Trench. Possible infringements can be reported to our HelpDesk "Tell us" at [www.trench-group.com](http://www.trench-group.com).
- Compliance with Export Control Regulations:**
1. If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Supplier or works and services (including all kinds of technical support) performed by Supplier to a third party, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event, Purchaser shall comply with the (re-) export control regulations of Canada, of the Federal Republic of Germany, of the European Union and of the United States of America, to the extent permissible under Canadian law.
  2. If required to conduct export control checks, Purchaser, upon request by Supplier, shall promptly provide Supplier with all information pertaining to the particular end customer, the destination and the intended use of goods, works and services provided by Supplier, as well as any export control restrictions existing.
  3. Purchaser shall indemnify and hold harmless Supplier from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Supplier for all losses and expenses resulting thereof. This provision does not imply a change in burden of proof.
  4. Supplier shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
- Default of Acceptance:** If the Purchaser, for reasons attributable to it, does not take over the delivered goods, Supplier shall be entitled to present the bill after notification of readiness for delivery. The agreed times allowed for payment shall immediately commence and the goods shall be stored by Supplier at the risk of the Purchaser.



**Trench Limited  
Confidential / Proprietary  
Information**

This document contains information confidential and proprietary to Trench Limited. Receipt of this document is an acknowledgement of a confidential relationship between the recipient and Trench Limited with respect to the document itself and any subsequent communication relative to it. This document is to be used solely for the purpose for which it was furnished and is to be returned or destroyed when no longer required. Neither this document nor any information obtained therefrom is to be published, reproduced, transmitted, distributed, disclosed or used otherwise in whole or in part without the written consent of Trench Limited. If you are not the intended recipient of this document, you are hereby notified that you received in error, and that any review, dissemination, distribution, copying or use of this document in whole or in part is strictly prohibited. If you have received this document in error, please destroy the document or contact Trench Limited to arrange for its return.

**Price Reservation Clause**

Trench's pricing is subject to adjustment for the impact of any new or modified taxes, duties, tariffs or equivalent measures imposed by any local or foreign governmental authority which is applicable to our offering, including any portions or components contained within the offering, including those announced and/or implemented on or after May 31, 2018.

If any change to any law, rule, regulation, taxes, customs, duties order, code, standard or requirement, (including the interpretation of the same) impacts the Seller's obligations or performance under this Contract, the Seller shall be entitled to a change order for an equitable adjustment in prices and times for performance to the extent such change impacts the Seller's obligations or performance under this Contract.



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## TECHNICAL COMMENTS

Steel supporting structures, adapter plates, mounting hardware for the offered equipment, line- and grounding connectors as well as junction boxes are not included in our supply.

Our standard manuals as well as the following drawings are included in our supply:

- outline drawing with details of primary terminal, grounding terminal and mounting holes
- wiring diagram
- rating plates
- secondary terminal box

Painting of transformers:

All iron parts are hot-dip galvanized or of stainless steel. Other metal parts are of corrosion resistant cast aluminum and additional painting is not necessary.

All terminal box / enclosures meet the degree of protection IP54.

PT's type UT5: All metal parts are of marine grade powder coated aluminum (dome) or powder coated steel (tank).





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Sec. voltage full winding 1	115 V
Sec. voltage tap winding 1	67.08
Winding1 Accuracy	0.15
Winding1 Burden	WXYZ

---

Sec.Voltage full winding 2	115 V
Sec. voltage tap winding 2	67.08
Winding2 Accuracy	0.15
Winding2 Burden	WXYZ

---

CT Ratio	1000/2000:5
CT Ratio Type	Dual Ratio
No. of Cores	1

---

CT Core 1 Ratio	1000/2000:5
Core1 Accuracy	0.15B1.8
Core 1 Note	1000:5(5-200%),2000:5(1-100%)

---

Type of Insulator	Porcelain
Color of Insulator	Grey
Creepage	131.31 IN
Strike Distance	54.38 IN

---

Dimensions as per Drawing	N5H-650-138
Net Weight	1,370 LB
Gross Weight	1,420 LB
Crate Length	36 IN
Crate Width	36 IN
Crate Height	120 IN
Crate Volume	90.00 FT3

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Primary Terminal	Tin plated Al NEMA 4 holes
Primary Connector	N/A
Grounding Terminal	Stainless steel NEMA 2 holes

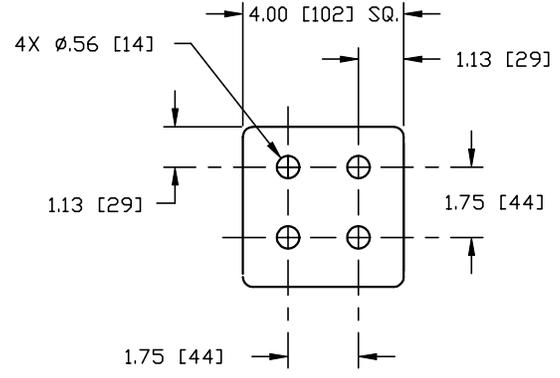
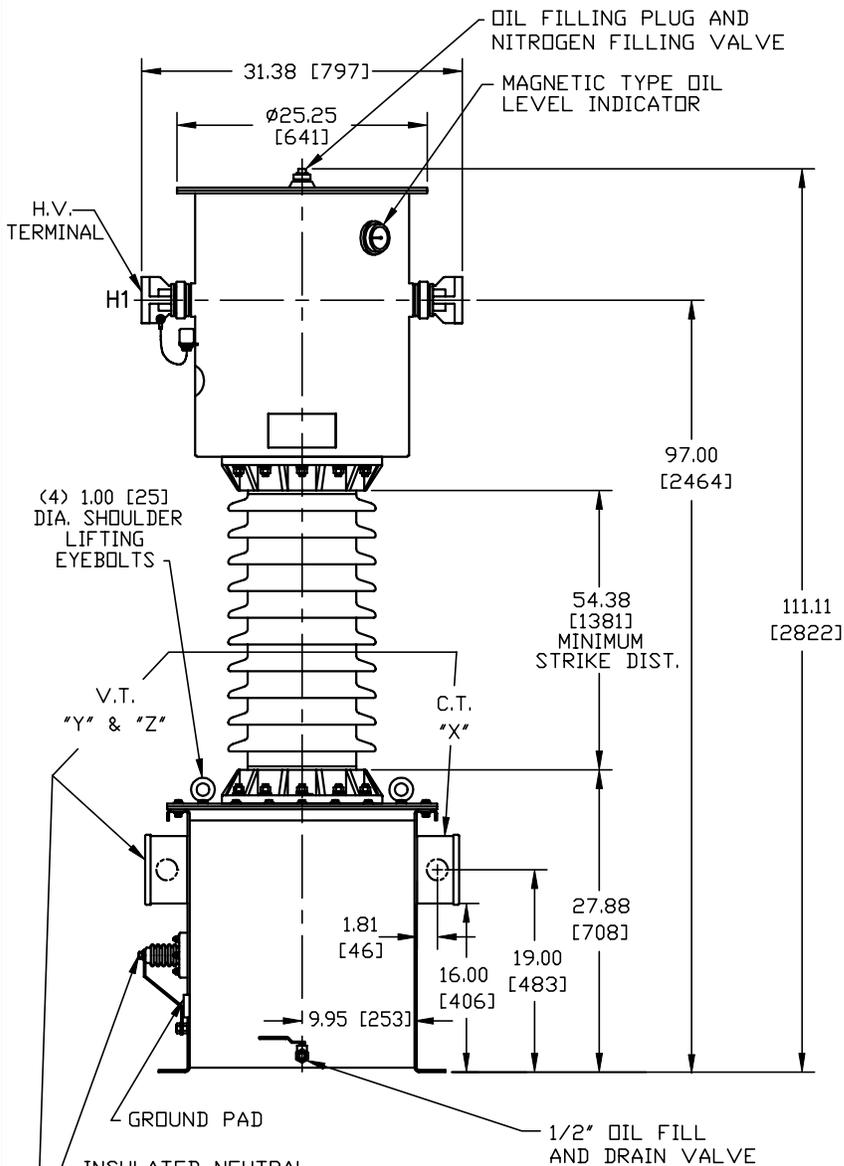


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Grounding Connector	N/A
Secondary Terminal Type(CT)	Stud type
Secondary Terminal Type(VT)	Stud type

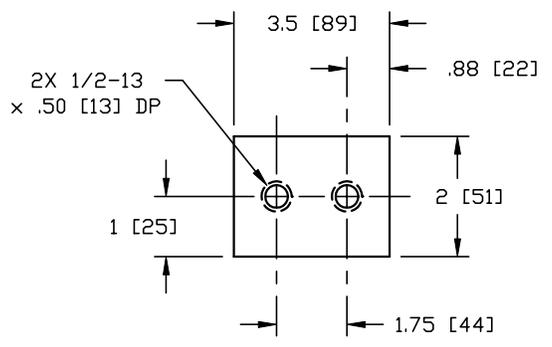
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Nameplate	Stainless Steel
Type of LV BOX	Stainless Steel
Type of Dome	Standard Aluminum
Type of Tank	Stainless Steel
Heater	N/A
Secondary Protection	N/A
Damping Pads	N/A
Pressure Gauge	N/A



**H.V. TERMINAL DETAIL**

MATERIAL: .625 [16] THICK ALUMINUM  
TIN PLATED

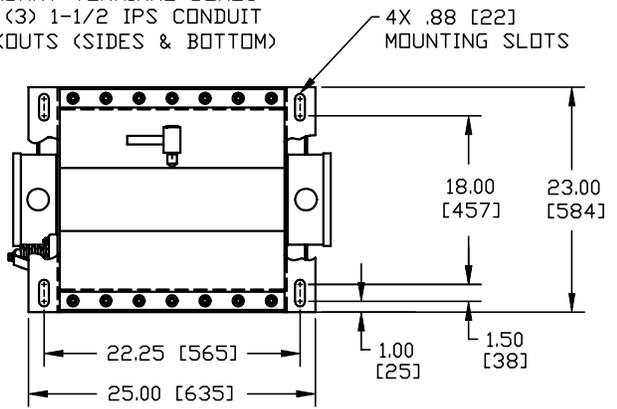


**GROUND PAD DETAIL**

MATERIAL: STAINLESS STEEL  
0.5 [13] THICK

**NOTES:**

1. ALL DIMENSIONS ARE IN INCHES AND [MILLIMETERS]
2. BIL: 650 kV
3. PORCELAIN COLOR: GREY
4. BASE HOUSING STEEL PAINTED GREY ASA-70
5. OIL: 70 GAL. 265 LITERS (APPROX.)
6. WEIGHT: 1370 LBS. 621 Kg (APPROX.)
7. CREEPAGE DISTANCE: 131.31 [3335] MINIMUM
8. NAMEPLATES ARE STAINLESS STEEL



FOR QUOTATION PURPOSES ONLY

TOLERANCES UNLESS OTHERWISE SPECIFIED  0-12" [305] ±1/32" [0.8] 12" [305]-24" [610] ±1/16" [1.6] 24" [610]-36" [914] ±3/32" [2.4] 36" [914]-48" [1219] ±1/8" [3.2] 48" [1219] AND UP ±3/16" [4.8] WEIGHT ±10% ANGULAR ±2°	REVISION No. DESCRIPTION		<b>TRENCH LIMITED</b> COPYRIGHT, ALL RIGHTS RESERVED				 <b>TRENCH</b>
			METERING TRANSFORMER TYPE N5-650-138				
	DESG.	DRN. K. A.	APPD.	DATE JAN. 05/2000	SCALE NTS	W.O.	
	DWG. N5-650-138						

# **EXECUTIVE BRIEF ELECTRIC UTILITY MEETING**

**AGENDA DATE:** July 27, 2021

**TITLE:**

Agreement with G&W Electric Company for Three-Phase solid dielectric multiway switch with Automatic Transfer package

**SUMMARY:**

Agreement authorizes G&W Electric Company to provide a Three-Phase solid dielectric multiway switch with Automatic Transfer package for the City's Electric Utility at a cost not to exceed \$93,559. 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:**

City issued an Invitation for Bid (IFB 21-205) to provide bids for a Three-Phase solid dielectric multiway switch with Automatic Transfer package for the City's Electric Utility. A total of three bids were received and evaluated. G&W Electric Company was found to be most responsive and responsible bidder and offered the lowest price.

The three-phase multiway switch allows for dual feed and dual output with automatic switching capabilities. The switch will be used in underground feeder applications in the downtown area offering dual power feeds with automated switching providing greater reliability to our customers.

**MOTION:**

Move to approve/disapprove Agreement G&W Electric Company, for Three-Phase solid dielectric multiway switch with Automatic Transfer package for the City's Electric Utility at a cost not to exceed \$93,559.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
G&W Electric Company Agreement

**IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$93,559	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$93,559</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.15, Project No. SH2136.**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2136	\$550,000	\$550,000	-\$93,559	\$456,441

**AGREEMENT FOR GOODS AND SERVICES**  
**Three-Phase Solid Dielectric Multiway Switch with Automatic Transfer Package (ATC)**

**THIS AGREEMENT FOR GOODS AND SERVICE** (hereinafter "Agreement") is made on this \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation (hereinafter the "CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **G&W Electric Company**, an Illinois corporation with its principal office located at 305 West Crossroad Parkway, Bolingbrook, IL 60440 (hereinafter the "CONTRACTOR"),.

**RECITALS**

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

WHEREAS, the CITY issued Invitation for Bid #21-205 for the Three-Phase Solid Dielectric Multiway Switch with Automatic Transfer Package (ATC) (hereinafter "IFB"), which IFB is not attached but incorporated by the reference into this Agreement; and

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

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

WHEREAS, the CONTRACTOR provided a bid that meets the City's requirements and standard specification; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid in order for CONTRACTOR to render the goods and services to the CITY as provided therein pursuant to the terms and conditions of this Agreement; and

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

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

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

**1. TERM**

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

**2. SPECIFICATIONS**

2.1 The specifications set forth in the IFB details the general design and fabrication requirements for one (1) Three-Phase Solid Dielectric Multiway Switch with Automatic Transfer

Package (ATC) to be provided to the CITY. The CONTRACTOR's specifications attached hereto as **Exhibit "A"** sets forth further details for the one (1) Three-Phase Solid Dielectric Multiway Switch with Automatic Transfer Package (ATC) to be provided to the CITY.

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

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

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

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

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

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

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

### **4. MATERIALS**

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

### **5. FEE AND ORDERING MECHANISM**

5.1 For the goods and services performed under this Agreement, the CONTRACTOR shall be paid an amount not to exceed **\$93,559.00**.

5.2 Should the CITY require additional goods and services, which additional goods and services are not included in this Agreement (but authorized by the ITB), the CITY and CONTRACTOR will prepare and execute a written amendment setting forth the additional goods

and services and the total cost for the same prior to any such additional goods or services being provided by the CONTRACTOR.

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

## **6. MAXIMUM COSTS**

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the goods and services is as set forth above.

## **7. INVOICE**

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

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

## **8. AUDIT BY CITY**

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

## **9. COPIES OF DATA/DOCUMENTS**

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

## **10. OWNERSHIP**

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

## **11. WRITTEN AUTHORIZATION REQUIRED**

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

## **12. DEFAULTS, TERMINATION OF AGREEMENT**

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

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

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

## **13. INSURANCE**

13.1. Prior to commencing any work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly

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

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

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

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

#### **14. WAIVER OF BREACH**

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

#### **15. INDEMNITY**

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

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

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

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

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

## **16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

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

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

## **17. ASSIGNMENT**

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

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

## **18. SUCCESSORS AND ASSIGNS**

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

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

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

**20. GOVERNING LAW AND REMEDIES**

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

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

**21. TIME IS OF THE ESSENCE**

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

**22. NOTICES**

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

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

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

G&W Electric Company.  
Attn: Kyle Stromberg, AE Manager  
305 West Crossroad Parkway.  
Bolingbrook, IL 60440

**23. SEVERABILITY**

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

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

#### **24. DELAYS AND FORCES OF NATURE**

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

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

#### **25. COUNTERPARTS**

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

#### **26. PUBLIC ENTITY CRIMES**

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

excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

## **27. PREPARATION**

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

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

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

## **29. ENFORCEMENT COSTS**

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

## **30. PUBLIC RECORDS**

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

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

the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

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

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

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

**33. FEDERAL AND STATE TAX**

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

**34. PROTECTION OF PROPERTY**

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

**35. DAMAGE TO PERSONS OR PROPERTY**

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

### **36. WARRANTY**

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

### **37. SCRUTINIZED COMPANIES**

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

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

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

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

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

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

### **38. E-VERIFY**

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

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

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

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

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

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

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

**39. SURVIVABILITY**

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

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

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Three-Phase Solid Dielectric Multiway Switch with Automatic Transfer Package (ATC) on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR: **G&W Electric Company**

By: *K Gill* Digitally signed by Kanwal Gill  
Date: 2021.07.06 11:11:56 -05'00'

[Corporate Seal]

Print Name: Kanwal Gill

Title: Application Engineering Manager

STATE OF Illinois )  
COUNTY OF Kendall )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 6th day of July 2021, by Kanwal Gill, as the Application Engineering Manager [title] of **G&W Electric Company**, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind CONTRACTOR to the same.

*Sara J. Ponto*  
Notary Public Signature  
Notary Seal:



**Exhibit "A"**  
Contractor's Specifications and Drawings (19 pages)

**Three-Phase Solid Dielectric Multiway Switch with Automatic Transfer Package (ATC)**

**PAD MOUNT FRONT ACCESS STYLE**

**Part 1-GENERAL**

**1.1 DESCRIPTION**

The switch shall consist of a solid dielectric insulated load break switches and resettable vacuum fault interrupter electronically controlled. The switch shall be controlled by an ATC-451 Automatic Transfer Control Package

**1.2 QUALITY ASSURANCE**

- A. **Manufacturer Qualifications:** The chosen manufacturer shall have at least 10 years experience in manufacturing solid dielectric insulated medium voltage switchgear. The manufacturer shall be completely and solely responsible for the performance of the fault interrupter as rated.
- B. The manufacturer shall furnish certification of ratings of the switch upon request.
- C. The switch shall comply with requirements of the latest revision of applicable industry standards, including:  
  
IEEE C37.74, IEEE C37.60, ANSI/IEEE 386, IEC60529, IEEE 592, ANSI/ IEEE C37.60.2 or equivalent, C37.60.1 or equivalent, IEC 60255-22, IEC 60255-21-1 or equivalent, IEC 60255-21-2 or equivalent
- D. The switch shall be tested to IEC 60529 for submersibility. The switch shall be rated IP68 for 20 days with a 20 foot head of water.
- E. The switch manufacturer shall be ISO 9001 and 14001 certified.
- F. The switch shall be RUS approved

**1.3 DELIVERY, STORAGE, AND HANDLING**

- A. The switch shall be shipped preassembled at the factory. No field assembly shall be required.
- B. The contractor, if applicable, shall handle, transfer and move the switches in accordance with manufacturer's recommendations.
- C. **Temperature Ranges**
  - a. Storage and Operational without Batteries: -40C to 70C
  - b. Operational (with Batteries): -20C to 70C

## PART 2-PRODUCTS

### 2.1 SWITCH CONFIGURATION

- A. Each switch shall be equipped with 3-phase Trident-SR load break switch ways and 3-phase Trident-S fault interrupter ways, as indicated on the one-line diagram
- B. The switch shall be designed for front access to cables and operators

### 2.2 SWITCH CONSTRUCTION

- A. The switch shall be a dead-front design. The operating mechanism housing shall be stainless steel with a viewing window for verification of vacuum interrupter contact position. The mechanism housing shall be painted ANSI 70 light gray using corrosion-resistant epoxy paint. Operating handles shall be padlockable and adaptable to keylock schemes. The operating shaft shall be stainless steel providing maximum corrosion resistance. A double "O" ring shaft seal shall be used for a leak resistant, long life seal.
- B. The solid dielectric modules must be coated with a semi-conductive layer of epoxy, providing a completely dead front device. The semi-conductive layer must be tested to IEEE 592 to ensure it can carry fault current to ground so as to ensure operator safety.
- C. The switch shall be designed for long term operation in the harshest environments. The interrupter design must be tested to IEC60529 and achieve a protection rating of IP68, subjected to a 20' head of water pressure for 20 days.
- D. The switch shall interrupt all load and fault currents within the vacuum bottle.
- E. Each switch mechanism shall consist of three individual vacuum bottle assemblies mechanically linked to an operating mechanism.
- F. The load break ways shall be G&W Trident-SR 3-phase switch. The Trident-SR utilizes a magnetic actuator for high speed switch. The magnetic actuator must be sealed within the mechanism housing. No motors or external linkages to operate the load break switch shall be permitted.
- G. The fault interrupter ways shall be configured as follows (the specifier must choose)
  - Trident-S for 3-phase trip and reset
  - Trident-S w/ SafeVu for 3-phase trip and reset with integrated visible break (Up to 29.3kV only)
  - Trident-ST for 1 or 3-phase trip and reset
  - Combination as per provided three-line diagram (specifier must provide three-line diagram identifying each way)

## 2.3 DESIGN RATINGS

### A. Switch Ratings

The switch shall be rated (*choose appropriate column*):

SELECTION OF RATINGS	IEEE/IEC			
Maximum Design Voltage, kV	15.5	27	29.3	38
Impulse Level (BIL) Voltage, kV	110 <sup>†</sup>	125	125	150
Continuous Current, Amperes	630*	630*	630*	630*
Load break Current, Amperes	630*	630*	630*	630*
One Minute Withstand (dry), AC kV	35	60	60	70
Production Test Rating	34	40	40	50
15 Minute Withstand, DC kV	53	78	78	103
Momentary Current, kA asymmetrical	20**	20	20	20
Fault Close Current, kA asymmetrical	20**	20	20	70
Fault Interrupter rating, kA asymmetrical	20**	20	20	20
Fault Interrupter rating, kA symmetrical	12.5**	12.5	12.5	12.5
Mechanical Endurance, Operations	2000	2000	2000	2000

\* Non-SafeVu models available up to 800A continuous and load break rating upon request

\* 15kV Trident-S switches have optional 16kA symmetrical (25.6kA asymmetrical) fault interrupt rating

† 15.5kV SafeVu rating is 95kV BIL

IEEE C37.60 Fault Interrupting Duty for 12.5kA sym. rating

Percent of Maximum Interrupting Rating	Approximate Interrupting Current, Amps	No. of Fault Interruptions
15-20%	2000	44
45-55%	6000	56
90-100%	12500	16
Total Number of Fault Interruptions: 116		

## 2.4 CABLE ENTRANCES

### A. Load Break Switches

Cable entrances shall be tested to IEEE 386 and be, as indicated on the switch drawing:  
 \_\_\_\_ 15.5/27kV 125kV BIL Dead break Apparatus Bushings per IEEE 386 Figure 11 equipped with integral voltage sensing

38kV 150kV BIL Dead break Apparatus Bushings per IEEE 386 Figure 11 equipped with integral voltage sensing

B. Fault interrupters

Cable entrances shall be tested to IEEE 386 and be, as indicated on the switch drawing:

15.5/27kV 125kV BIL Dead break Apparatus Bushings per IEEE 386 Figure 11

15.5/27kV 125kV BIL 200A Bushing Well per IEEE 386 Figure 3

38kV 150kV BIL Dead break Apparatus Bushings per IEEE 386 Figure 13

38kV 150kV BIL 200A Bushing Well per IEEE 386 Figure 3

## 2.5 AUTOMATIC TRANSFER CONTROL (ATC-451)

A. Product Construction

1. Enclosure shall be NEMA 4 (mild steel) enclosure
2. Power supply
  - a. Requires 120VAC, 240VAC, 24VDC, 48Vdc, or 125VDC control power for operation.
  - b. Power supply shall include battery test (control sends a battery test command either via included programmable timer or specific customer request). AC power and battery status are displayed on the front panel (for 120VAC or 240VAC power supply only).
3. Display - The ATC-451 shall have a display and LEDs that are used to show whether the control is in manual or automatic mode, the position of the two source switches (open or close) as well as several messages. The messages shall be used to inform the user of the current system status if the ATS control is timing for an operation.
4. Communication Ports - the ATC-451 shall have two communications ports for dedicated relay-to-relay communications.
  - a. One serial port pre-programmed for use with DNP3.0 Level 2.
  - b. The ATC-451 shall include three independent EIA-232 serial ports for external communications
5. Environment. The ATC-451 shall be suitable for continuous operation over a temperature range of -40° to +80°C.

B. Product Features

1. The microprocessor-based ATC-451 shall provide control, automation, monitoring, fault locating, and protection. The number of switched ways shall be indicated on the single line diagram. The control shall include self-checking functions shall be included. Specific requirements are as follows:
  - a. Programming – the ATC-451 shall be programmed using SEL AcSELeRator software. A copy of this software shall be included with the control. Programmable templates shall also be included to allow modification of the basic transfer and protective settings listed in section 2.4 OPERATION.

- b. Overcurrent Fault Protection. The ATC-451 shall incorporate selectable operating quantity time-overcurrent elements for load ways.
- c. Password Protection. The ATC-451 shall have multilevel passwords to safeguard ATS control, protection, and automation settings.
- d. Communication –device communication capability shall include Distributed Network Protocol (DNP). The ATC-451 shall incorporate certified DNP3 Level 2 Slave protocol.
- e. Event Reporting and Sequential Events Recorder - The ATC-451 shall have the ability to automatically record disturbance events of up to 2 seconds at 8 kHz sampling rate and 5 seconds at 1 kHz sampling rate. Events shall be stored in nonvolatile memory. The relay shall also include a Sequential Events Recorder (SER) that stores the latest 1000 entries. The ATC-451 shall time-tag event reports to an absolute accuracy of 10  $\mu$ s.

2. The control shall include the following front panel interface features:

- a. Open/Close pushbuttons for each switched way.
- b. Trip pushbuttons for each fault interrupting way
- c. Local, Automatic, and/or Test mode enable/disable pushbuttons.
- d. LED indication of Source switch status. Open to be shown as Green, and Closed to be shown as Red.
- e. LED indication of health of the Source
- f. LED indication for cause of overcurrent trip of fault interrupting way(s)
- g. LED indication of a malfunction and/or blocked condition

C. Operation of the ATC451 Package

1. Programming of the following Control and Timing functions shall be included as part of the Auto Transfer package and be settable through the provided programming templates.

- a. Source 1 Initial Transfer Time - time between loss of Source 1 voltage and initiation of transfer to Source 2.
- b. Source 1 Return Transfer Time - time after Source 1 returns to stable voltage before setting it as the preferred source.
- c. Source 2 Initial Transfer Time – time between loss of Source 2 voltage and initiation of transfer to Source 1.
- d. Source 2 Return Transfer Time – time after Source 2 returns to stable voltage before setting it as the preferred source.
- e. Return Transfer Interruption Delay – time between operations on a return to preferred source transfer.
- f. Preferred Source Operation – one of the sources can be selected as preferred. The ATC-451 will always try to return to the preferred source when voltage is stabilized.
- g. Source paralleling (yes or no)
- h. Initial Transfer Sequence (open before close, close before open)
- i. Return Transfer Sequence (open before close, close before open)
- j. Generator as Alternate – The user will have the ability to set the alternate source as a generator. In this case, when the preferred source is lost and the initial transfer delay timer has expired, the control will activate (close) the Generator Start Contact. This contact will be connected to the generator. Once the generator is up and running, its voltage sensors will activate as a good source. The control will then initiate the transfer from the utility source

- to the generator alternate source. Once the preferred source returns and the return transfer delay timer expires, the control will initiate the return transfer to the preferred source; and begin the Generator Cool Down Timer. When the timer expires, the control will activate the Generator Stop Contact.
- k. Generator Cool Down (only if Generator as Alternate is selected) – time after the return to preferred source before closing the generator stop contact.
  - l. Generator Stop Pulse Duration (only if Generator as Alternate is selected) – time that the generator stop contact should remain closed.
  - m. Ability to Open source ways of the switch(es) if both sources are lost with a user selectable time delay to ensure both sources are lost.
  - n. Ability to automatically reset a faulted condition alarm on the Source ways.
2. Programming the following Overcurrent functions shall be included as part of the ATS package and be settable for each load way through the provided programming templates:
    - a. Optional activation of single phase protection or option to activate 3-phase protection for a tap and single phase protection on another tap
    - b. Option to block the trip signal output contact on overcurrent trips for the load ways.
    - c. Current Transformer Secondary value for 50P Instantaneous trip.
    - d. Current Transformer Secondary value for 51P Phase Time overcurrent trip.
    - e. Time current curve selection for 51P protection.
    - f. Time dial for customization of 51P time current curve.
    - g. Current Transformer Secondary value for 50G Instantaneous Overcurrent trip on Phase Imbalance.
    - h. Current Transformer Secondary value to begin timing for 51G Phase Time Overcurrent trips due to phase imbalance.
    - i. Time current curve selection for 51G protection.
    - j. Time dial for customization of 51G time current curve.
    - k. Optional Maintenance Settings which allow for tighter settings to be applied by the user during specific time periods. These settings are in addition to the primary over current functions.
  3. The following Operating Modes shall be part of the standard ATC-451 package
    - a. Local Operation Mode shall override any other mode. In Local Mode the operator shall have sole control over the switch(s). The pushbuttons on the front display panel shall be capable of operating both switch 1 and switch 2. Settings changes shall be made only while the control is in the Local Operation Mode. The control shall not respond to the automatic transfer logic or SCADA commands while in Local Operation Mode. The control shall not be able to initiate a transfer on voltage loss while the ATC-451 is in Local Operation Mode.
    - b. Automatic (Auto) Operation Mode shall cause the automatic transfer logic and the settings to be enabled. In Automatic Operation Mode the ATS shall act on its own to initiate a transfer if source voltages are lost. An LED next to the "AUTO MODE" push button on the front control panel shall illuminate when the ATS is set to Automatic Operation Mode for clear visual indication to operators. The preferred/alternate scheme the normal state of the control is to have the Preferred Source closed and the Alternate Source open. If power is lost to the Preferred Source for a period of time greater than that selected Initial Transfer Time delay, the control shall initiate a transfer to the Alternate Source if the Alternate Source is live. When the Preferred Source

- returns for a period of time greater than that selected for the Return Time delay, the control shall initiate a return transfer to the Preferred Source. If the Return Transfer Interruption Timer is activated it shall delay the Preferred Source's operation. If the Alternate Source is lost before the Preferred Source returns, the control shall initiate emergency return logic which shall set the return delay timer to 0 and proceeds with the return transfer (including the Return Transfer Interruption delay). In the Non-Preferred scheme, the normal state of the control is to have a live source feeding the load. A transfer shall be initiated only if the source feeding the load is lost for a period of time greater than that selected for its transfer time delay, and the alternate source is live.
- c. Remote Mode shall allow the SCADA system to issue operational commands (open/close) to both switch 1 and 2. The control shall not be able to initiate a transfer on voltage loss while the ATC-451 is in Remote Mode.
  - d. Test Mode shall mean that the ATC-451 is in state where the user can verify logic settings, use simulated position inputs, and the option to operate actuators, Test Mode shall be available by first putting the ATC-451 into Local Mode and then pressing a button on the front panel titled "TEST MODE." From Test Mode the operator can verify the operation of the actuators and the timing of the transfer scheme.
  - e. Optional Blocked Condition shall mean the user can prevent the ATS from operating in manual or automatic mode until the conditions causing the block are removed or reset. The following conditions shall cause the ATC-451 to enter a blocked state:
    - 1.) Source 1 or 2 status is invalid - shows both open and closed indication or no indication at all
    - 2.) Low Dielectric Condition – can only be removed if condition is removed (SF6 switches only)
    - 3.) Fault Block - An over current fault has occurred and has not been cleared

**D. ATC451 Options (specifier to choose which options are required)**

1. The following enclosure options shall be available
  - a. NEMA 4X (stainless steel) enclosure
  - b. Padlocking handle
  - c. Document holder inside of enclosure door
  - d. 120 VAC outlet for programming laptop power
  - e. Submersible enclosure rated IP68 (20' head of water for 20 days) with NEMA 6P battery enclosure
    - 1.) Viewing windows for NEMA 6P lid
    - 2.) External Open/Close/ Power handles for NEMA 6P
    - 3.) Serial DNP 3.0 communication port available external to the enclosure
2. Dual input power supply and removal of battery option (for 120VAC or 240VAC power supply only)
3. Interface port for either a standard or high-accuracy demodulated IRIG-B time-synchronization input signal.
4. Ethernet connection using 10/100Base-T or 100Base-FX.

5. Ethernet DNP3 LAN/WAN communications capability.
6. IEC 61850. The relay shall provide IEC 61850-compliant communications. The IEC 61850 capability shall include GOOSE messaging and defined logical node data points.
7. Live Test Key – The ATC-451 shall include a test key that when activated will cause the ATC-451 to operate as if the preferred source has been lost. The control will perform all normal times and operate the switches to the new alternate feeding position. When the test key is returned to the normal position, the control will respond as if the preferred source has return and act according to the pre-programmed scenario. The Live Test Key activation will be documented in the Sequence of Events Report and will appear in the DNP status.
8. Communication Equipment: The following communication equipment will be included with the control: (user to choose one)
  - a. None
  - b. Power, data cable, and antenna protector/ feedthru for user defined and installed radio, Manufacturer \_\_\_\_\_ and Part Number \_\_\_\_\_.
  - c. Or Power, data cable, and antenna protector/ feedthru for Sensus Telemetric DNP-RTMII-GSM.
  - d. Or Power, data cable, and antenna protector/feedthru for GE MDS 9710 radio with the following part number \_\_\_\_\_.
  - e. Or Power, data cable, antenna protector/ feedthru and Sensus Telemetric DNP-RTMII-GSM with factory testing of the Sensus Telemetric communication.
  - f. Or included RS232/Fiber Optic transceivers for:
    - 1.) Single Mode fiber
      - a.) Distance <23km OR 16 – 80km OR 16-110km (user to choose one)
    - 2.) Multi Mode fiber with
      - a.) V-Pin OR ST Pin (user to choose one)
      - b.) for use with 650nm OR 850nm fiber (user to choose one)
      - c.) over \_\_\_\_\_ distance.

## 2.6 PAD MOUNT ENCLOSURE

The enclosure shall be fabricated of 12 gauge 304 stainless steel and manufactured to ANSI C37.72 and C57.12.28 standards. The enclosure shall be tamper resistant incorporating hinged access doors with pentahead locking bolts and provisions for padlocking. The enclosure shall be provided with lifting provisions and painted with a Munsell 7.0GY3.29/1.5 green finish.

## 2.7 FACTORY PRODUCTION TESTS

Each interrupter shall undergo the following production testing. Test reports must be available upon request

- A mechanical operation check
- AC hi-pot tested one minute phase-to-phase, phase-to-ground and across the open contacts
- Circuit resistance shall be checked.
- Each solid dielectric module shall undergo an X-ray inspection and a partial discharge test to ensure void-free construction.
- Leak test to insure the integrity of all seals and gaskets
- Primary current injection test to test CTs, trip mechanism, and electronic control

## 2.8 STANDARD COMPONENTS

The following shall be included as standard:

- Welded stainless steel mechanism housing painted light gray with stainless steel and brass fasteners.
- Lifting provisions
- ½"-13 nuts to provide sufficient grounding provisions for interrupter and all cable entrances.
- Stainless steel three line diagram and corrosion-resistant nameplates.
- Switch operating handle with padlock provision.
- Removable parking stands
- Mounting bracket
- Operating handles

## 2.9 OPTIONS

*(Choose as necessary for the application)*

The following options shall be supplied:

- Mounting frame to bolt switch to the floor (specify galvanized or stainless steel construction. Specify height of lowest bushing)
- 800A continuous and load break rating
- Field replaceable bushings for the fault interrupters
- 4/0 brass ground lugs
- Provisions to mount a key interlock after installation
- Form C contacts for remote monitoring of the position of the fault interrupter contacts.
- 12-gauge stainless steel enclosure manufactured to ANSI C37.72 and C57.12.29 standards. The enclosure shall be tamper resistant incorporating hinged access doors with penta head locking bolts and provisions for padlocking. The enclosure shall be provided with lifting provisions and painted with a Munsell 7.0GY3.29/1.5 green finish.

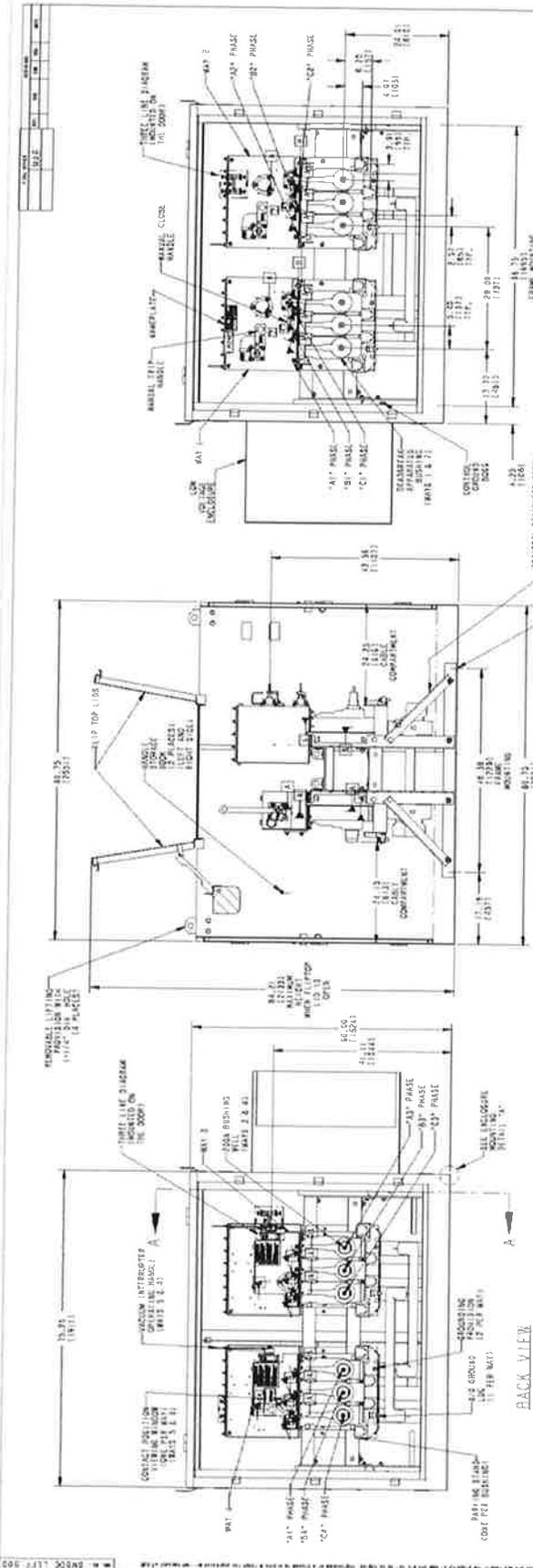
## 2.10 LABELING

### A. Hazard Alerting Signs

The exterior of the pad mount enclosure (if furnished) shall be provided with "Warning--Keep Out--Hazardous Voltage Inside--Can Shock, Burn, or Cause Death" signs. Each unit of switchgear shall be provided with a "Danger--Hazardous Voltage--Failure to Follow These Instructions Will Likely Cause Shock, Burn, or Death" sign. The text shall further indicate that operating personnel must know and obey the employer's work rules, know the hazards involved, and use proper protective equipment and tools to work on this equipment. Each unit of switchgear shall be provided with a "Danger--Keep Away--Hazardous Voltage--Will Shock, Burn, or Cause Death" sign.

**B. Nameplates, Ratings Labels, and Connection Diagrams**

Each unit of switchgear shall be provided with a nameplate indicating the manufacturer's name, catalog number, model number, date of manufacture, and serial number. Each unit of switchgear shall be provided with a ratings label indicating the following: voltage rating; main bus continuous rating; short-circuit rating; fault interrupter ratings including interrupting and duty-cycle fault-closing; and fault interrupter switch ratings including duty-cycle fault-closing and short-time.



FRONT VIEW

SECTION A-A

BACK VIEW

**SWITCH ELECTRICAL INFORMATION**  
SEE NOTES FOR LIMITATIONS

ITEM	UNIT	VALUE	REMARKS
1	NO. OF PHASES	3	
2	NO. OF POLES	3	
3	NO. OF BREAKERS	3	
4	NO. OF DISCONNECTS	3	
5	NO. OF BREAKING WELLS	3	
6	NO. OF EXTINGUISHING WELLS	3	
7	NO. OF CONTACTS	3	
8	NO. OF CONTACTS PER PHASE	3	
9	NO. OF CONTACTS PER POLE	3	
10	NO. OF CONTACTS PER BREAKER	3	
11	NO. OF CONTACTS PER DISCONNECT	3	
12	NO. OF CONTACTS PER BREAKING WELL	3	
13	NO. OF CONTACTS PER EXTINGUISHING WELL	3	
14	NO. OF CONTACTS PER CHUCKER	3	
15	NO. OF CONTACTS PER MAGNETIC CONTACT	3	
16	NO. OF CONTACTS PER MAGNETIC CONTACT CABLE FEEDING	3	
17	NO. OF CONTACTS PER MAGNETIC CONTACT CABLE FEEDING	3	
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50	NO. OF CONTACTS PER MAGNETIC CONTACT CABLE FEEDING	3	

**FRONT IDENTIFICATION**

DATE \_\_\_\_\_ CAD NO \_\_\_\_\_

CUSTOMER \_\_\_\_\_ ITEM NO \_\_\_\_\_

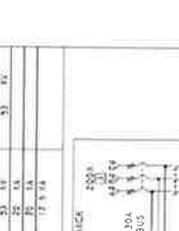
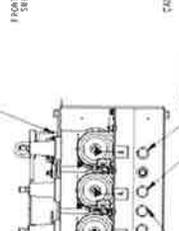
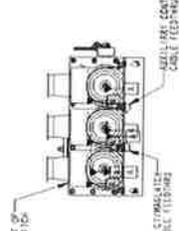
ORDER NO \_\_\_\_\_

FOR 1000V  
 FOR APPROVAL AND NOT FOR CONSTRUCTION

FOR APPROVAL AND NOT FOR CONSTRUCTION

**BASELINE ELECTRICAL CHARACTERISTICS**

INTERFACE	BASELINE ELECTRICAL CHARACTERISTICS	IEEE 388 INTERFACE
INT 1	15 KV 3PH AIR BREAK APPARATUS	INTERFACE 1
INT 2	15 KV 3PH DISCONNECT APPARATUS	INTERFACE 2
INT 3	15 KV 3PH 200A BREAKING WELL	INTERFACE 3
INT 4	15 KV 3PH 200A EXTINGUISHING WELL	INTERFACE 4



ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN INCHES AND DECIMALS THEREOF. DIMENSIONS IN PARENTHESES ARE IN MILLIMETERS.

15 KV 3PH AIR BREAK APPARATUS

15 KV 3PH DISCONNECT APPARATUS

15 KV 3PH 200A BREAKING WELL

15 KV 3PH 200A EXTINGUISHING WELL

FRONT IDENTIFICATION

DATE \_\_\_\_\_ CAD NO \_\_\_\_\_

CUSTOMER \_\_\_\_\_ ITEM NO \_\_\_\_\_

ORDER NO \_\_\_\_\_

FOR 1000V  
 FOR APPROVAL AND NOT FOR CONSTRUCTION

FOR APPROVAL AND NOT FOR CONSTRUCTION

FRONT VIEW

MAGNETIC CONTACT CABLE FEEDING

MAGNETIC CONTACT CABLE FEEDING

MAGNETIC CONTACT CABLE FEEDING

BOTTOM VIEW SHOWING FEEDTHRU LOCATIONS (REV. 1.3.3.1)

MAGNETIC CONTACT CABLE FEEDING

MAGNETIC CONTACT CABLE FEEDING

MAGNETIC CONTACT CABLE FEEDING

BOTTOM VIEW SHOWING FEEDTHRU LOCATIONS (REV. 1.3.3.1)

MAGNETIC CONTACT CABLE FEEDING

MAGNETIC CONTACT CABLE FEEDING

MAGNETIC CONTACT CABLE FEEDING

FRONT VIEW

MAGNETIC CONTACT CABLE FEEDING

MAGNETIC CONTACT CABLE FEEDING

MAGNETIC CONTACT CABLE FEEDING

FRONT VIEW

MAGNETIC CONTACT CABLE FEEDING

MAGNETIC CONTACT CABLE FEEDING

MAGNETIC CONTACT CABLE FEEDING

WEIGHT WITH GAS APPROX 2800 LBS / 1270 KG  
SHIPPING WEIGHT APPROX 3100 LBS / 1405 KG



# **EXECUTIVE BRIEF ELECTRIC UTILITY MEETING**

**AGENDA DATE:** July 27, 2021

**TITLE:**

Agreement with SPX Transformer Solutions for the purchase of two (2) 138kV to 26kV step-down power transformers

**SUMMARY:**

Agreement authorizes SPX Transformer Solutions to provide two (2) 138kV to 26kV step-down power transformers for the City's Electric Utility at a cost not to exceed \$3,500,000. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) for which bonds were sold in November 2020.

**BACKGROUND AND JUSTIFICATION:**

Currently, the Electric Utility is working on the design and material procurement for the new 138kV Canal Switchyard and Canal 8-Bay Distribution Substation. The new Canal 8-Bay substation will receive 138kV power from the new 138kV switchyard and requires two (2) new 138kV to 26kV step-down power transformers. The Canal Distribution Substation provides electric power directly to approximately 5,800 customers via three 26kV circuits (6001, 6003 and 6004), which are currently undergoing significant upgrades for reliability improvements and are among the City's electric utility's top 10 poorest performing circuits. The Canal Distribution Substation also serves as Palm Beach State College's alternate source of 4kV electric power supply, which is currently being converted to 26kV as well.

The Canal Distribution Substation also serves as a back-up via an "express feeder" linking it to the 26kV Main Yard Substation on College Street, thereby carrying an additional 8,552 residents and business owners when needed in the event of an emergency or during planned maintenance on the system. The "express feeder" serves to move electric power from east to west, or west to east in our service territory in the event of an outage on a portion of the 138kV transmission system and has been utilized in this manner multiple times over recent years.

In order to provide for improved reliability to customers within the City, the neighboring Village of Palm Springs, and in un-incorporated areas of Palm Beach County served by our electric utility, the new Canal 8-Bay Distribution Substation includes provisions for two (2) 138kV to 26kV step-down power transformer providing for redundancy in the event of a failure of the existing single transformer or periodic maintenance without pushing equipment to critical limits.

On, January 26, 2019 at 06:07 am, the TPTL-1 Transformer in the Main Substation failed suddenly and without warning, immediately disrupting power to 13,200 customers. The City worked closely with various organizations to locate and obtain a new 138kV to 26kV step-down power transformer expeditiously as lead times at that time were approximately 12 to 18 months. Jacksonville Electric Authority (JEA) had a multi-year agreement with SPX Transformer Solutions and had a 138kV to 26kV transformer in production which they quickly offered to the City. Through negotiations, JEA was willing and able to release their order to the City and the transformer was purchased late-production under the JEA-SPX piggy-pack Agreement. In April

of 2019, the new transformer was received, tested, commissioned and placed into service on April 17, 2019. The timing and installation of the new TPTL-1 transformer was critical to the City as the unit was received, installed and placed into service just prior to the summer months when peak loading occurs. To date the unit has performed flawlessly with no issues.

City's Electric Utility has been working closely with SPX Transformer Solutions to finalize the attached Agreement. The challenges revolved around the unit pricing under the original JEA Agreement and a 5% maximum allowable price escalation per year. The results of current market conditions led to an increase in commodity prices and resulted in an increase in the current day unit price which exceeded the allowable price escalation provision in the JEA Agreement. The Electric Utility has engaged in extensive due diligence of SPX's proposed increased unit prices and determined that the increased unit prices are still competitive in the market and that a separate competitive procurement process by the City will not likely result in lower unit prices, a better product or more favorable terms and conditions.

The Electric Utility is requesting under Section 2-112 (g), of the City's Procurement Code a waiver of the competitive procurement procedures that it is not practicable or advantageous for the City to pursue a separate competitive procurement process. Under this Agreement, the Electric Utility is requesting to purchase two (2) 138kV to 26kV step-down power transformers with the option to purchase one (1) additional unit in Fiscal Year 2022.

**MOTION:**

Move to approve/disapprove Agreement SPX Transformer Solutions for the purchase of two (2) 138kV to 26kV step-down power transformers at a cost not to exceed \$3,500,000

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$2,205,000	\$1,295,000	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$2,205,000</b>	<b>\$1,295,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.15, Project No. SH2113.**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build/Infrastructure	SH2113	\$6,500,000	\$5,740,000	-\$2,205,000	\$3,535,000

**AGREEMENT FOR PURCHASE OF SUBSTATION TRANSFORMERS**  
**(Utilizing JEA Contract # 168953)**

THIS AGREEMENT (“Agreement” hereafter) is made as of the \_\_\_\_\_, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, (“CITY” hereafter), and **SPX Transformer Solutions, Inc.** with its principal office located at 400 South Prairie Avenue, Waukesha, WI 53186, a corporation authorized to do business in the State of Florida (“CONTRACTOR” hereafter).

**RECITALS**

WHEREAS, the CITY’s Electric Utility desires to purchase two (2) new substation transformers; and

WHEREAS, the Electric Utility also desires to create some consistency and standardization among its substation transformers for purposes of safety, training, and system design; and

WHEREAS, on or about February 21, 2019, the CITY purchased a substation transformer from the CONTRACTOR due to an emergency need for the same; and

WHEREAS, the Electric Utility has determined that the CONTRACTOR’s substation transformers are a high quality product and desirable addition to the Electric Utility system; and

WHEREAS, the CITY is authorized to procure goods through “piggybacking” other governmental, competitively procured agreements under the CITY’s Procurement Code section 2-112(e)(3); and

WHEREAS, on or about October 18, 2017, the JEA, a body politic and corporate, in Duval County, Florida, awarded a contract (JEA Contract # 168953) for purchase of substation transformers (under JEA ITN solicitation # 062-17) to the CONTRACTOR valid until October 18, 2022 with the option to renew for one (1) additional one (1) year period (“JEA Contract” hereafter); and

WHEREAS, Electric Utility has determined in conjunction with the CITY Attorney that the terms and conditions of the JEA Contract are favorable to the CITY and desire to utilize the JEA Contract for the purchase of its substation transformers; and

WHEREAS, the Electric Utility has requested and the CONTRACTOR and JEA have agreed to extend the terms and conditions of the JEA Contract to the CITY for purchase of the substation transformers; and

WHEREAS, in further discussion with the CONTRACTOR, the CONTRACTOR disclosed that the unit prices for the desired transformers under the JEA Contract must be increased due to various market conditions; and

WHEREAS, the CONTRACTOR and Electric Utility recognize that the increased unit prices exceed the allowable price escalation provision in the JEA Contract; and

WHEREAS, the Electric Utility has engaged in extensive due diligence of the CONTRACTOR’s proposed increased unit prices and determined that the increased unit prices are still competitive in the market place and that a separate competitive procurement process by the CITY will not likely result in lower unit prices, a better product, or more favorable contractual terms and conditions; and

WHEREAS, the purchase of the substation transformers from the CONTRACTOR will further assist in the Electric Utility's goal of creating standardization amongst its substation transformers; and

WHEREAS, pursuant to section 2-112(g), the City Commission may authorize a waiver of the competitive procurement procedures upon the recommendation of the procurement division and/or the City Manager that it is not practicable or advantageous for the City to pursue a separate competitive procurement process; and

WHEREAS, based upon the Electric Utility's due diligence and other factors, the procurement division and the City Manager have determined that it is not advantageous for the City to pursue a separate competitive procurement process for the purchase of the desired substation transformers at the proposed increased unit prices; and

WHEREAS, the CITY finds it in the best interests of the City to utilize the terms and conditions of the JEA Contract to purchase the substation transformers from the CONTRACTOR at the proposed increased unit prices and to waive the competitive procurement process for the same; and,

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR in order to utilize the terms and conditions of the JEA Contract to purchase the substation transformers at the proposed increased unit prices serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. JEA Contract. The JEA Contract (which includes the amendments executed by JEA, a body politic and corporate, in Duval County, Florida) is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The term of this Agreement shall be consistent with the term of the JEA Contract valid until October 18, 2022 unless extended in accordance with the JEA Contract terms.
3. Not to Exceed Amount. The not to exceed amount for this Agreement shall be Three Million Five Hundred Thousand Dollars (\$3,500,000.00). The parties specifically agree that the unit price for each substation transformer provided by the CONTRACTOR shall be \$1,088,227.00 (One Million Eighty-Eight Thousand, Two Hundred Twenty-Seven Dollars and 00/100 Cents), subject to any mutually agreed upon change orders and subject to CONTRACTOR's Quotation #70010853 Rev 5, dated 6/29/2021 (the "CONTRACTOR's Quotation").
4. Purchase Orders. The CITY's ordering mechanism for the JEA Substation Transformers under this Agreement shall be a CITY issued Purchase Order; however, in the event of a conflict, all contractual terms and conditions stated herein and as stated in the JEA Contract shall take precedence over the terms and conditions stated in the CITY Purchase Order. The CONTRACTOR shall not provide any goods or services under this Agreement without a CITY issued Purchase Order specifically for this purpose, which shall include the applicable statement of work or services or other. The CONTRACTOR shall not perform work which is outside the scope of an issued Purchase Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Purchase Order to be paid to the CONTRACTOR. The pricing in each Purchase Order shall be consistent with the pricing set forth in this Agreement and CONTRACTOR's Quotation. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.

5. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. This Agreement;
- b. The JEA Contract #168953, except as to Unit Price and price adjustment;
- c. The Contractor's Quotation; and,
- d. The City issued Purchase Order.

6. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will be paid within thirty (30) days following the CITY representative's electronic receipt of CONTRACTOR's invoice. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR, except for those claims previously submitted in writing and which remain unresolved at the time of final payment under this Agreement. The CITY will not be liable for any invoice from the CONTRACTOR submitted sixty (60) days after the provision of all services.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held 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.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.
- C. 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.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained

in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. 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.

- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- H. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- I. PUBLIC RECORDS. The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:
  - 1. Keep and maintain public records required by the City to perform the service.
  - 2. Upon request from the City's custodian of public records 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.
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
  - 4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: DEBBIE ANDREA, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

J. SCRUTINIZED COMPANIES.

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this 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.

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

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

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

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

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

L. E-VERIFY.

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

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

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

3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least 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.

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

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Purchase of Substation Transformers as of the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

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

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

**CONTRACTOR: SPX Transformer Solutions, Inc.**

[Corporate Seal]

By: Mark A. Ritcher

Print Name: Mark A. Ritcher

Title: Application Engineer Manager

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 6<sup>th</sup> day of July 2021, by Mark A. Ritcher, as the Application Eng Mgr [title] of SPX Transformer Solutions, Inc., A Wisconsin Corporation, which is authorized to do business in the State of Florida, who is personally known to me ~~or who has produced \_\_\_\_\_ as identification~~, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Jim Spills  
\_\_\_\_\_  
Notary Public Signature  
Notary Seal: