



AGENDA
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, OCTOBER 25, 2022 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Reinaldo Diaz

AGENDA - Additions / Deletions / Reordering:

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

- A. Report regarding Hurricane Ian by Ed Liberty, Electric Utility Director
- B. [Update on FMPA Solar Projects by Susan Schumann, Public Relations and External Affairs Manager](#)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [August 30, 2022](#)

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

- A. [Temporary Construction Easement between Palm Beach County and City of Lake Worth Beach](#)
- B. [Agreement with Shannon Chemical Corporation to purchase of SNC-N2 phosphate for Water Treatment Plant](#)
- C. [Second Amendment to Task Order No. 13 with WGI, Inc. to complete surveying services along the Intracoastal Waterway ICWW Utility Crossing](#)

UNFINISHED BUSINESS:

- A. [Integrated Resource Plan \(IRP\) Update](#)

NEW BUSINESS:

- A. [Resolution No. 83-2022 – Florida Department of Environmental Protection Grant Agreement for Parrot Cove Stormwater Resilience Project](#)
- B. [Second Amendment to Agreement with Allied Universal Corporation to purchase Sodium Hypochlorite \(Bleach\) for water treatment and odor control](#)
- C. [Agreement with Pantropic Power Inc. for repair and maintenance of the Lime Water Treatment Plant Generator](#)

- D. [Agreement with Cummins, Inc. dba Cummins Power South for Repair and Maintenance of the Cummins Generator](#)
- E. [Agreement with Sulphuric Acid Trading Company Inc. to purchase Sulfuric Acid for water treatment](#)
- F. [Authorizing the purchase of water meter encoders from The Avanti Company](#)
- G. [Authorizing the purchase of water meters from Badger Meter](#)
- H. [First Amendment to Agreement with Stuart C. Irby Company for the purchase and delivery of underground cable](#)
- I. [Work Order No. 5 with Wilco Electrical LLC., to complete undergrounding of the 6003 & 6004 Feeders at Canal Substation](#)
- J. [Third Amendment to Agreement with KVA, Inc., for the Canal Distribution Substation Prefabricated Control House](#)
- K. [Purchase Order with Omicron for CMC 356 testing equipment and the ARCO 400 for testing relays and reclosers](#)
- L. [Demand Response Program Consulting Support](#)
- M. [Proposed changes to Residential Electric Utility Rate Tiers](#)
- N. [Purchased Power Cost Adjustment \(PCA\)](#)

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)



Florida Municipal Solar Project Update

Lake Worth Beach City Commission Meeting

Oct. 25, 2022

FMSP Phase I and Phase II Activity

Participant and FMPA Board Approvals Required

Phase I

- PPA with Florida Renewable Partners
- Poinsett - Termination and Release Agreement
 - Mutual agreement between FMPA and FRP
 - Parties agree to terminate PPA
 - Full termination payment to Participants
 - Parties release each other from any claims
- Solar I Committees to review and approve
- FMPA Board to approve in November
- Poinsett participants re-directed to Phase III facility

Phase II

- PPA with Origis Energy
- Rice Creek and Whistling Duck facilities on schedule for Dec. 2023 and Nov. 2024 COD
- PPA revisions for price increase in progress
 - Will require member approvals

Phase III – Potential to Double Size of FMSP

Competitive Pricing Compared to Traditional Generation

Participants Interested	Estimated MW
Poinsett Participants	74.5
All-Requirements Project	~100
Fort Meade	??
Fort Pierce	20-30
Key West	10
Lake Worth Beach	20-30
Leesburg	??
New Smyrna Beach	10 - 20
Orlando	40.5
Winter Park	10
Total	~315+

- Power Purchase Agreement, price <\$35/MWh or <\$40/MWh
 - Final pricing pending – dependent on several factors
 - 20-year term
- Two developers for risk management
- At least four (possibly five) facilities with diverse geographical locations
- Potentially 7-10 additional participants
- COD December 2025

Next Steps

No action required at this time

- Phase I
 - Solar I Committees approve Poinsett Termination and Release Agreement
 - FMPA Board and Executive Committee approve Poinsett Agreement in November
- Phase II
 - Finalize pricing updates for Rice Creek and Whistling Duck PPA
 - Solar II participants receive individual Governing Board approvals for pricing increase
- Phase III
 - Continue meetings with potential participants
 - Commitment for member participation in November
 - PPA negotiation and development with Origis and FRP
 - Solar III members receive individual Governing Board approvals for Solar III participation
 - Target spring 2023 for PPA execution between FMPA and developer(s)

**MINUTES
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 30, 2022 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:01 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:12)

Present were Vice Mayor Christopher McVoy, Commissioners Sarah Malega (via Zoom), Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Christy Goddeau and Deputy City Clerk Shayla Ellis. ABSENT: Mayor Betty Resch.

PLEDGE OF ALLEGIANCE: (0:56) led by Vice Mayor Christopher McVoy.

AGENDA - Additions/Deletions/Reordering: (1:16)

Resolution 72-2022 – Resilient Florida Grant application for the City’s Intracoastal Infrastructure Vulnerability Assessment Project and Resolution 73-2022 Resilient Florida Grant application for the 10th Avenue North and 13th Avenue North Stormwater Resiliency Improvements Project were added to the agenda as New Business items H and I.

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

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

PRESENTATIONS: (there is no public comment on Presentation items) (2:25)

A. Ocean Current Energy Update by Gabriel Alsenas, Director, Core Facilities, Harbor Branch Oceanographic Institute (2:26)

B. Highlights of the Inflation Reduction Act (25:35)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (55:02)

APPROVAL OF MINUTES: (1:10:45)

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

A. July 26, 2022

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

CONSENT AGENDA: (1:11:04) (public comment allowed during Public Participation of Non-Agendaed items)

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

- A. Work Order #1 and First Amendment with Johnson-Davis, Inc. for emergency stormwater drainage improvements
- B. Authorize Drinking Water State Revolving Fund Amendment 1 to Loan Agreement DW501750 for the 2-inch Watermain Preplacement project Phase 5 & 6
- C. Electric utility easement by Ashley Villas Homeowners Association, Inc., and the City of Lake Worth Beach

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

NEW BUSINESS: (1:11:26)

- A. Resolution No. 59-2022 – Budget Amendment for FY2022 in order for the Electric Utility to fund increases in wholesale supplemental power purchases (1:11:31)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 59-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE BUDGET AMENDMENT AND CORRESPONDING APPROPRIATIONS FOR THE NECESSARY OPERATING EXPENSES OF THE ELECTRIC UTILITY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve Resolution No. 59-2022 – Budget Amendment for FY2022 in order for the Electric Utility to fund increases in wholesale supplemental power purchases.

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

- B. First Amendment to Task Order No. 7 with TeamworkNet, Inc., to complete engineering design for the 6th Avenue South Substation (1:15:44)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the First Amendment to Task Order No. 7 with TeamworkNet, Inc., to complete engineering design for the 6th Avenue South Substation.

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

C. Task Order No. 16 with WGI, Inc. to complete surveying services for the 6th Avenue South Circuits (1:18:35)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve Task Order No. 16 with WGI, Inc. to complete surveying services for the 6th Avenue South Circuits.

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

D. Third Amendment to Task Order No. 2 with Power Engineers, Inc. (1:19:33)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the Third Amendment to Task Order No. 2 with Power Engineers, Inc.

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

E. Fourth Amendment to Task Order No. 1 with Power Engineers, Inc. (1:20:49)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Fourth Amendment to Task Order No. 1 with Power Engineers, Inc.

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

F. Agreement with G&W Electric Company for the purchase and delivery of Three Phase Pad Mounted Switches (1:22:24)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the Agreement with G&W Electric Company for the purchase and delivery of Three Phase Pad Mounted Switches.

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

G. Resolution 60-2022 – Amending the City of Lake Worth Beach Electric Utility Net Metering Program Interconnection Rules to Accommodate New Participant Purchases of Electric Vehicles (1:24:32)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 60-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE ELECTRIC UTILITY RULES AND REGULATIONS FOR INTERCONNECTION UNDER ITS NET METERING PROGRAM TO ACCOMMODATE NEW PROGRAM PARTICIPANT PURCHASES OF ELECTRIC VEHICLES; PROVIDING FOR REPEAL OF CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve

Resolution 60-2022 – Amending the City of Lake Worth Beach Electric Utility Net Metering Program Interconnection Rules to Accommodate New Participant Purchases of Electric Vehicles.

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

H. (added) Resolution No. 72-2022 – Resilient Florida Grant application for the City’s Intracoastal Infrastructure Vulnerability Assessment Project (1:39:31)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 72-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDING IN THE AMOUNT OF \$100,000 PROVIDED THROUGH THE RESILIENT FLORIDA PROGRAM TO CONDUCT THE CITY’S INTRACOASTAL INFRASTRUCTURE VULNERABILITY ASSESSMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Resolution No. 72-2022 – Resilient Florida Grant application for the City’s Intracoastal Infrastructure Vulnerability Assessment Project.

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

I. (added) Resolution No. 73-2022 Resilient Florida Grant application for the 10th Avenue North and 13th Avenue North Stormwater Resiliency Improvements Project (1:43:15)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 73-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDING IN THE AMOUNT OF \$350,000 PROVIDED THROUGH THE RESILIENT FLORIDA PROGRAM TO IMPLEMENT FLOOD MITIGATION MEASURES AT 10TH AVENUE NORTH AND 13TH AVENUE NORTH AND THE LAKE WORTH LAGOON; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Resolution No. 73-2022 – Resilient Florida Grant application for the 10th Avenue North and 13th Avenue North Stormwater Resiliency Improvements Project

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

ADJOURNMENT: (1:44:41)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 7:46 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: October 25, 2022

Item time stamps refer to the recording of the meeting available on YouTube.

DRAFT

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Electric Utility

TITLE:

Temporary Construction Easement between Palm Beach County and City of Lake Worth Beach

SUMMARY:

Temporary Construction Easement between Palm Beach County and City of Lake Worth Beach for the installation of a temporary 3MVA transformer to continue to provide power to Palm Beach State College during voltage conversion and circuit hardening.

BACKGROUND AND JUSTIFICATION:

During the past 12 months, the City's Electric Utility has completed a complete re-build of the 7th Avenue North Substation. The Substation re-build consisted of all new substation equipment, bus-structure, control house, protective relays, reclosers, voltage regulators and the operating voltage was converted from 4kV to 26kV. While the substation was under construction, sub-contractors were also completing storm-hardening and voltage conversion from 4kV to 26kV on three (3) of the substation's feeders, the 0702, 0703 & 0704.

Palm Beach State College is normally provided power from two alternate sources, the 0704 feeder from 7th Avenue North Substation and the DR01 from Canal Substation. The feeders providing power to the college can be switched from one to the other when system maintenance is needed or in the event of an emergency. With the 0704 already converted to 26kV and the DR01 still 4kV we have temporarily lost the alternate source.

To complete the conversion process on the DR01 to 26kV and restore the alternate source, a 3MVA step-down transformer is required to be installed on the supply side to the college as the colleges distribution system operates at 4kV.

The City's Electrical Department has been working with the Palm Beach State College to complete a loop-through system on their campus, which would eliminate the need for the 3MVA transformer in the park and will then be installed inside the college campus. The Temporary Construction Easement will allow the City to install the temporary 3MVA transformer inside John Prince Park, providing the College with the 4kV power supply needed while also allowing the City to complete the voltage conversion on the DR01 to restore the alternate tie to the 0704 circuit.

MOTION:

Move to approve/disapprove Temporary Construction Easement with Palm Beach County in the amount of \$10.

ATTACHMENT(S):

Fiscal Impact Analysis

Temporary Construction Easement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	10	0	0	0	0
Net Fiscal Impact	10	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric Utility
Division	T & D
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	SH2122
Requested Funds	\$10

Prepared by & Return to:
Marcel Pessoa, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: __00-43-44-29-00-002-0040 (a portion of)

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County") whose mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, and **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation, whose legal mailing address is 7 N. Dixie Highway, Lake Worth Beach, FL 33460, ("Grantee").

RECITALS

Whereas, County is the owner of the land described in Exhibit "A" attached hereto (the "County Property"); and

Whereas, Grantee has requested that County grant a Temporary Construction Easement to allow Grantee to temporarily place electrical improvements, including a transformer, poles and overhead lines on County's Property for a period of three hundred sixty-five (365) days from the Effective Date.

Now, therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the County in hand paid by said Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County does hereby grant to the Grantee, a non-exclusive Temporary Construction Easement upon the real property legally described in Exhibit "B" attached hereto ("the Easement Premises"). The rights granted pursuant to this Easement shall be limited to the right to utilize the Easement Premises solely to place electrical improvements, including a transformer, poles and overhead lines on County's Property (the "Project"). The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the earlier of Grantee's completion of the Project or three hundred sixty-five (365) days after the Effective Date. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a Release of Easement, in a form satisfactory to County, upon completion of the Project, if so requested by County.

1. Conditions to Right of Usage. Grantee shall obtain from County and any other necessary governmental entities written approval of all plans relating to construction of any improvement within the Easement Premises prior to commencement of construction

thereof. Approval shall be obtained from the Director, Property and Real Estate Division, Facilities Development & Operations, Palm Beach County. All improvements shall be constructed at Grantee's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes and ordinances. Grantee shall install and maintain a construction fence to secure the Easement Premises area at all times. Grantee shall give County ten (10) days written notice prior to commencement of construction; Grantee shall not be entitled to construct any improvements within the Easement Premises other than those specifically identified herein.

2. **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, Grantee or any party acting as its agent shall locate the existing utility facilities within the Easement Premises, if any, and shall contact and coordinate with all utilities that have facilities within the Easement Premises.

3. **Use Limitation.** Grantee acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that Grantee may not utilize the Easement Premises for any purpose not specifically permitted hereby.

4. **Maintenance, Repair, and Restoration.** Grantee shall be solely responsible for and shall, at all times, maintain and repair at its sole cost and expense the Easement Premises and all improvements currently existing or constructed hereafter therein during the term of this Easement. Grantee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Grantee's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality. In the event that Grantee fails to fulfill these obligations, County may complete the work and Grantee shall reimburse County for all costs and expenses incurred as a result of such failure.

5. **Other Obligations.** Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the County's use of the County's Property.

6. **Personal Property.** County shall have no liability or responsibility whatsoever for Grantee's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

7. **Prohibition Against Liens.** Neither County's nor Grantee's interest in the Easement Premises shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises or the County

Property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, Grantee shall either require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05, naming County as an obligee or, require such contractors to comply with County's Bond Waiver Program as set forth in PPM #CW-F-016 as the same may be amended from time to time, which is hereby incorporated herein by reference. Any required payment or performance bond shall be delivered to County prior to commencement of construction.

8. Insurance. Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Grantee represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Grantee is not self-insured, Grantee shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Grantee purchase excess liability coverage, Grantee agrees to include County as an Additional Insured.

The Grantee agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Grantee contract with a third-party (Contractor) to perform any service related to the Easement, Grantee shall require the Contractor to provide the following minimum insurance:

Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Grantee and County as Additional Insureds. Grantee shall also require that the Contractor include a Waiver of Subrogation against County.

Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence. Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Grantee shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Grantee of its liability and obligations under this Agreement.

Compliance with the foregoing insurance requirements shall not relieve Grantee of its liability and obligations under this Easement.

Grantee's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the County.

9. Indemnification. Subject to Grantee's right to sovereign immunity and the limitation on damages as set forth in section 768.28, Florida Statutes, Grantee, its successors and assigns shall indemnify, defend and hold the County harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the Grantee's exercise of the rights granted hereby and use of this Easement, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Easement Premises or access routes or in connection with the use or operation of the Easement Premises or access routes. Nothing in this Easement shall be construed as Grantee's consent to be sued by a third party nor as Grantee's agreement to indemnify the Grantor or any third party for their negligent acts, omissions, wrongful acts, or misconduct.

10. No Dedication. The grant of Easement contained herein is solely for the use and benefit of Grantee, and Grantee's authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

11. Time of Essence. The parties expressly agree that time is of the essence in this Easement.

12. Matters of Record. Grantee hereby accepts the Easement Premises "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

13. Non-Discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information be excluded from the benefits of, or be subjected to, any form of discrimination under any activity conducted pursuant to this Easement. Failure to meet this requirement shall be considered default of this Easement.

14. Palm Beach County Office of the Inspector General Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to

review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

15. Construction. The terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

16. Entire Understanding. This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement.

17. Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5 PM on a business day and on the next business day if transmitted after 5 PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

With a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax: 561-355-4398

Grantee:

Telephone: _____
Fax: _____

Any party may from time to time change the address at which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

18. Default. In the event Grantee fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

19 Governing Law & Venue. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

20. Prohibition Against Assignment. This Easement may not be assigned by Grantee.

21. No Third Party Beneficiary. No provision of this Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Easement, including but not limited to any citizens of County or Grantee or employees of County or Grantee.

22. Effective Date of Easement. This Easement is expressly contingent upon the approval of the Director of Facilities Development & Operations and shall become effective only when signed by all parties.

23. Reservation of Rights. County hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein.

24. Waste or Nuisance. Grantee shall not commit or suffer to be committed any waste upon the Easement Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Easement Premises or which may affect County's fee interest in the Easement Premises. Grantee shall keep the access to the Easement Premises, the parking areas, driveways and other contiguous areas to the Easement Premises free and clear of obstruction.

25. Governmental Regulations. Grantee shall, at Grantee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Grantee or its use of the Easement Premises, and shall faithfully observe in the use of the Easement Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Grantee's use of the Easement Premises. Grantee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Grantee's activity, on the Easement Premises or in any manner not permitted by law. Subject to Grantee's right to sovereign immunity and the limitation on damages as set forth in section 768.28, Florida Statutes, Grantee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Grantee's failure to perform its obligations specified in this Section. Grantee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this Easement.

26. Surrender of Premises. Upon termination of the use of the Easement Premises by the Grantee, Grantee, at its sole cost and expense, shall remove all of its personal property from the Easement Premises and shall surrender the Easement Premises to the County in at least the same condition the Easement Premises were in at the start of each period of use.

27. Subcontracting. The Grantee may not subcontract or assign any rights, responsibilities or obligations of this Easement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Temporary Construction Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

**Signed, sealed and delivered
in the presence of:**

Signature

Print name of witness

Signature

Print name of witness

Grantee:

CITY OF LAKE WORTH BEACH, a Florida municipal corporation

By: _____
Betty Resch, Mayor

Approved as to form and legal sufficiency:

City Attorney

Print Name of City Attorney

(SEAL)

ATTEST:

Melissa Ann Coyne, CMC, City Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Betty Resch, the Mayor, of City of Lake Worth Beach, a Florida municipal corporation, (_____) who is personally known to me OR (____) who has produced _____ as identification and who (____) did (_____) did not take an oath.

(Notary Seal)

Notary Public, State of Florida

Type, print or stamp name

Commission Number: _____

My Commission Expires: _____

ATTEST:

**JOSEPH ABRUZZO
CLERK OF THE CURCUIT
COURT & COMPTRROLLER**

By: _____
Deputy Clerk

**APPROVED AS TO
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO
CONTRACT REVIEW**

By: _____
OFMB/CDC

COUNTY:

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Director, Facilities Development & Operations

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Department Director

EXHIBIT "A"

COUNTY'S PROPERTY

Being a parcel of land lying in part of Government Lot 2, as shown on plat of subdivision of Government Lots 2 and 3, and part of Lot 1, Section 29, Township 44 South, Range 43 East as recorded in Plat Book 6, Page 58 of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter (N-W 1/4) of said Section 29;

thence South 87° 27' 28" East (Assumed bearing) along the South Line of said Northwest-Quarter (N.W. 1/4), a distance of 2529.00 feet;

thence North 01° 47' 40" East, a distance of 610.59 feet to the POINT OF BEGINNING of this description, said point being on the East Right-of-Way Line of Lake Worth Drainage District Lateral Canal No. 13;

thence continue North 01° 47' 40" East along said East Right-of-Way Line, a distance of 546.67 feet;

thence South 88° 12' 20" East, a distance of 111.98 feet;

thence South 58° 19' 56" East, a distance of 94.95 feet;

thence South 58° 07' 41" East, a distance of 57.12 feet to the beginning of a curve concave to the Southwest, having a radius of 1029.02 feet and a central angle of 15° 35' 34";

thence Southeasterly along the arc of said curve, a distance of 280.04 feet;

thence South 42° 32' 07" East along the tangent of said curve, a distance of 335.86 feet;

thence South 41° 39' 09" East, a distance of 161.60 feet;

thence South 00° 37' 00" West, a distance of 33.63 feet;

thence South 42° 53' 09" West, a distance of 411.34 feet to the beginning of a curve concave to the North having a radius of 50.00 feet and a central angle of 89° 47' 37";

thence Southwesterly and Northwesterly along the arc of said curve, a distance of 78.36 feet;

thence North 47° 19' 14" West along the tangent of said curve, a distance of 621.50 feet to the POINT OF BEGINNING.

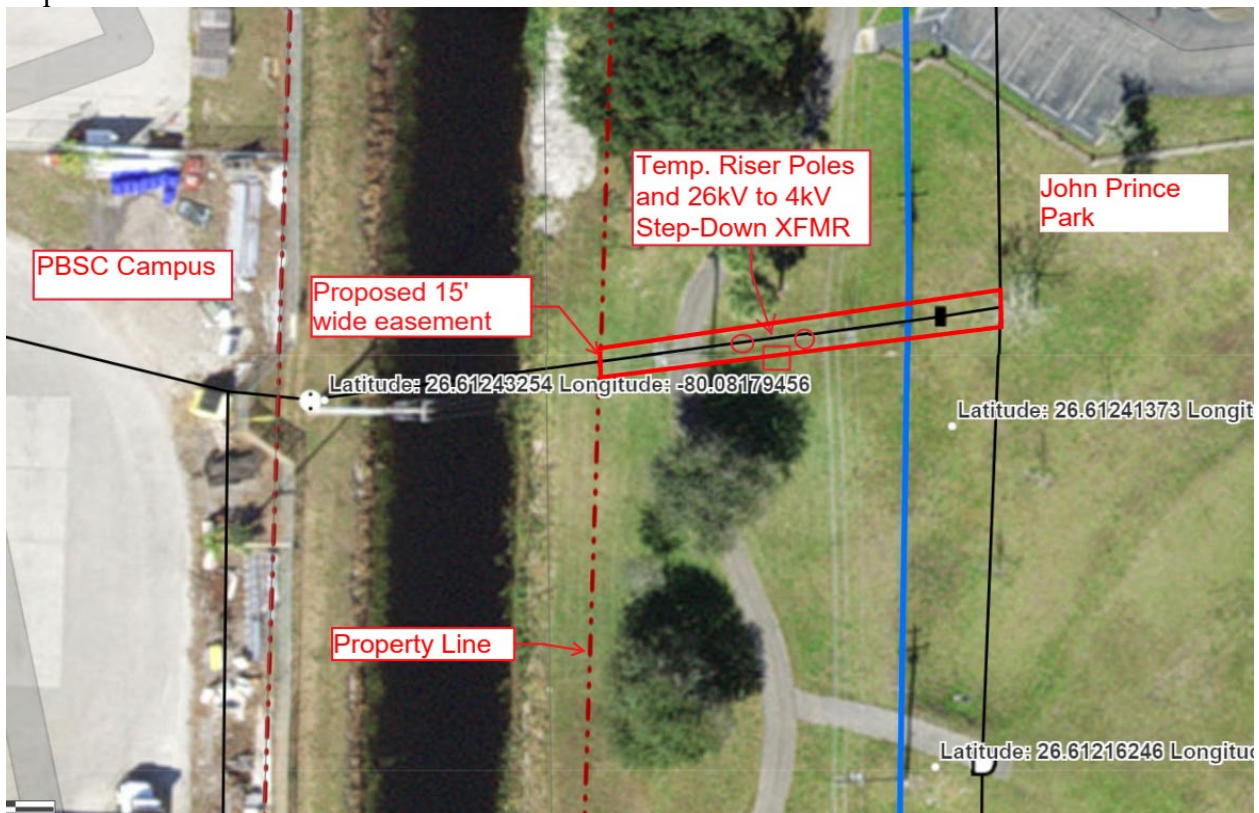
EXHIBIT "B"
EASEMENT PREMISES

A 15' wide easement as depicted below, being a portion of the following described property:

Being a parcel of land lying in part of Government Lot 2, as shown on plat of subdivision of Government Lots 2 and 3, and part of Lot 1, Section 29, Township 44 South, Range 43 East as recorded in Plat Book 6, Page 58 of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter (N-W 1/4) of said Section 29;
thence South 87° 27' 28" East (Assumed bearing) along the South Line of said Northwest-Quarter (N.W. 1/4), a distance of 2529.00 feet;
thence North 01° 47' 40" East, a distance of 610.59 feet to the POINT OF BEGINNING of this description, said point being on the East Right-of-Way Line of Lake Worth Drainage District Lateral Canal No. 13;
thence continue North 01° 47' 40" East along said East Right-of-Way Line, a distance of 546.67 feet;
thence South 88° 12' 20" East, a distance of 111.98 feet;
thence South 58° 19' 56" East, a distance of 94.95 feet;
thence South 58° 07' 41" East, a distance of 57.12 feet to the beginning of a curve concave to the Southwest, having a radius of 1029.02 feet and a central angle of 15° 35' 34";
thence Southeasterly along the arc of said curve, a distance of 280.04 feet;
thence South 42° 32' 07" East along the tangent of said curve, a distance of 335.86 feet;
thence South 41° 39' 09" East, a distance of 161.60 feet;
thence South 00° 37' 00" West, a distance of 33.63 feet;
thence South 42° 33' 09" West, a distance of 411.34 feet to the beginning of a curve concave to the North having a radius of 50.00 feet and a central angle of 89° 47' 37";
thence Southwesterly and Northwesterly along the arc of said curve, a distance of 78.36 feet;
thence North 47° 19' 14" West along the tangent of said curve, a distance of 621.50 feet to the POINT OF BEGINNING.

Depiction of Easement Area 1 of 2



Continued on second page

Depiction of Easement Area 2 of 2



STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Water Utilities

TITLE:

Agreement with Shannon Chemical Corporation to purchase of SNC-N2 phosphate for Water Treatment Plant

SUMMARY:

The Agreement authorizes the purchase of SNC-N2 phosphate for the Water Treatment Plant from Shannon Chemical Corporation for a cost not to exceed \$50,000.00.

BACKGROUND AND JUSTIFICATION:

The National Primary Drinking Water Regulations require all community water systems to monitor for lead and copper and establishes corrosion control treatment requirements. Phosphate is a necessary chemical at the City of Lake Worth Beach Water Treatment Plant (WTP) to control corrosion, thereby limiting lead and copper in the drinking water. Since the WTP began dosing SNC-N2 Phosphate, it has proven to be a successful method of corrosion control.

This product also meets the no zinc requirement of the City of Lake Worth Beach Power Plant, which uses the WTP water in its cooling towers. The maximum contaminant level (MCL) for zinc cannot exceed 0.49 mg/L as zinc discharged off the cooling towers into sanitary sewers. The requirement to meet this zinc discharge is part of the permit C95103113 of the City of West Palm Beach Sewer Use Ordinance 4414-12.

Shannon Chemical Corporation specifically formulated SNC-N2 Phosphate to meet the WTP no zinc requirements and has been the single source provider of this product for the past 25 years. It is the City's intent to enter into the single source Agreement for the purchase of SNC-N2 Phosphate, and the procurement division concurs with this single source purchase. This will be a one (1) year term for a price of \$3.19 per pound.

MOTION:

Move to approve/disapprove the agreement with Shannon Chemical Corporation for purchase of SNC-N2 phosphate for Water Treatment Plant at a cost not to exceed \$50,000.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Contractor Agreement
Certificate of Insurance

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$50,000.00	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$50,000.00	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Water Utilities
Division	Water Treatment
GL Description	Chemicals
GL Account Number	402-7022-533-52-30
Project Number	N/A
Requested Funds	\$50,000.00

**FIRST AMENDMENT TO CONTRACTOR AGREEMENT
(PURCHASE OF SNC-N2 PHOSPHATE)**

THIS FIRST AMENDMENT (the "Amendment") is made on _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation (the "CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Shannon Chemical Corporation**, a corporation authorized to do business in the State of Florida the ("CONTRACTOR"), with its office located at 602 Jeffers Circle, Exton, PA 19341.

WHEREAS, phosphate is a necessary chemical at the City of Lake Worth Beach Water Treatment Plant for the treatment of potable water to control corrosion thereby; and

WHEREAS, on November 21, 2020, the CITY and CONTRACTOR entered into an Agreement for the Purchase of SNC-N2 Phosphate ("Agreement"); and

WHEREAS, the term of the Agreement was for three (3) years with two (2) single year renewal options; and

WHEREAS, due to global manufacturing price increases the CONTRACTOR had to increase their price; and

WHEREAS, the CONTRACTOR submitted a rate schedule for a price increase for one year as set forth in Exhibit "A" attached hereto; and

WHEREAS, the CITY has reviewed the price increase schedule and determined that the increase is fair and reasonable; 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 amending 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. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement and First 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 First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Except as amended by this First Amendment, all other terms and conditions of the Agreement and First Amendment shall remain in full force and effect.
3. **Counterparts.** This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this First Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such part

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment for purchase of SNC-N2 Phosphate on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Coyne, 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: **SHANNON CHEMICAL CORPORATION**

By: _____
DCN-

[Corporate Seal]

Print Name: Daniel C. Flynn

Title: President

STATE OF Pennsylvania)
COUNTY OF Chester)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 16th day of September, 2022, by Daniel C. Flynn, as the President (title), of **Shannon Chemical Corporation**, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following personally known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bin the Consultant to the same.

Kimberly D'Ambrosio
Notary Public Signature

Notary Seal:

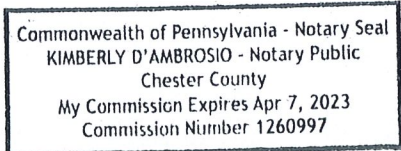


Exhibit A
Pricing Schedule



Shannon Chemical Corp.
P.O. Box 376, Malvern, PA 19355 • Phone: (610) 363-9090 • Fax: (610) 524-6050

August 29, 2022

City of Lake Worth
Water Treatment Plant
301 College Street Lake Worth, FL 33460

Attention: Garry Baker; Chief Operator

Subject: Phosphate
Dear Garry,

Thank you for reaching out to **Shannon Chemical Corporation** in reference to the above subject matter.

SNC-N2 is a unique proprietary blend of phosphates specifically designed to minimize distribution system corrosion. **SNC-N2** is the best Lead and Copper corrosion inhibitor available to the waterworks industry. **SNC-N2** is a non-zinc blend of three different polyphosphates. **SHANNON CHEMICAL CORPORATION** looks forward to continuing to supply Lake Worth with our outstanding proprietary blend, **SNC-N2**.

Garry, **SNC-N2** was designed 25 years ago to assist you and Lake Worth with the development of a better product that produced smooth calcium carbonate deposition throughout your service area. At that time, you were using a generic phosphate product that was not providing desired results. **SNC-N2** was introduced as an effective stabilizing agent which produced a protective thin egg like deposit throughout the entire surface area. The product has been very successful over the past 25 years.

SNC-N2 is a sole source product that was designed specifically for the City of Lake Worth. No other companies have a product that is identical to **SNC-N2**.

Prices are up over 100% on all phosphates in the past 12 months. I have attached some of the publicly announced producer price increases for your review. The supply/demand curve and the new world economy have been responsible for the sharp rise in pricing.

Shannon Chemical Corporation offers to supply **SNC-N2** at the following pricing schedule:

\$2.97/# firm for 90 days
\$3.19/# firm for 1 year

All other terms and conditions remain the same.

Thank you for the trust and commitment that you and the City of Lake Worth have placed in **Shannon Chemical Corporation**.

Respectfully,
Shannon Chemical Corporation

Daniel C. Flynn
President

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25,2022

DEPARTMENT: Electric Utility

TITLE:

Second Amendment to Task Order No. 13 with WGI, Inc. to complete surveying services along the Intracoastal Waterway ICWW Utility Crossing

SUMMARY:

Second Amendment to Task Order No. 13 authorizes WGI Inc. to complete surveying services along the Intracoastal Waterway ICWW Utility Crossing cost not to exceed \$6,600. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020 and May 2022.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Qualifications (RFQ 18-303) to provide letters of interest and Professional Qualifications from consulting companies/firms for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, energy management and engineering services. WGI Inc., was one of three firms selected under the Surveying category for the Continuing Contracts for Professional Services.

On May 16, 2022 the City Commission approved Task Order No. 13 with WGI to survey the proposed HDD Utility crossing under the Lake Worth Lagoon in the amount of \$148,575.00.

On July 8, 2022 the City Manager approved First Amendment to Task Order No. 13 with WGI to complete surveying services for the proposed HDD Utility crossing under the Lake Worth Lagoon in the amount of \$49,970.

In accordance with the City's Procurement Code, Task Order(s) and Amendments thereto which exceed the \$50,000 threshold require City Commission approval. The sum of the First Amendment to Task Order No. 13 and Second Amendment to Task Order No. 13 exceed the \$50,000 threshold thus requiring Second Amendment to Task Order No.13 to be presented to the City Commission for approval.

Second Amendment to Task Order No. 13 authorizes WGI Inc. to complete the coordination with design lead and geotechnical subconsultants and apply for a U.S. Army Corp of Engineers Nationwide (six) 6 permit for authorization to conduct geotechnical borings within the Lake Worth Lagoon along the proposed HDD routes at a cost not to exceed \$6,600.

MOTION:

Move to approve/disapprove Second Amendment Task Order No. 13 to WGI, Inc., for survey services along the Intracoastal Waterway ICWW Utility Crossing at a cost not to exceed \$6,600

ATTACHMENT(S):

Fiscal Impact Analysis
Second Amendment to Task Order No. 13

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	\$6,600	0	0	0	0
Net Fiscal Impact	\$6,600	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

New Appropriation Fiscal Impact:	
Contract Award - Existing Appropriation	
	Expenditure
Department	Electric Utility
Division	T & D
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	SH2129
Requested Funds	\$6,600

SECOND AMENDMENT TO TASK ORDER NO. 13

INTRACOASTAL WATERWAY (ICWW) UTILITY CROSSING

ADDITIONAL SURVEY SERVICES

THIS SECOND AMENDMENT TO TASK ORDER No. 13 ("Amendment") is made on _____, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **WGI, Inc.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide those additional services as identified herein and generally described as: Coordinate with design lead and geotechnical subconsultant and apply for a U.S. Army Corp of Engineers Nationwide 6 permit for authorization to conduct geotechnical borings within the Lake Worth Lagoon along the proposed HDD route (the "Project"). The Project is described in the consultant's proposal, dated June 23, 2022, and is attached hereto as "Exhibit 1" and incorporated herein.

2.0 Scope

Under this Amendment, the Consultant will provide additional professional services to the City as detailed in the Consultant's Proposal attached hereto and incorporated herein as "Exhibit 1". Additional services to be provided under this Amendment include; Environmental resources survey, utility staking & layout and utility designates

3.0 Schedule

The services to be provided under this Amendment shall be completed concurrently with Task Order No. 13 pending the City's approval of this Amendment or the issuance of a Notice to Proceed.

4.0 Compensation

This Amendment is issued for a lump sum amount of **\$6,600.00**. The attached proposal "Exhibit 1" identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Jim Sullivan, PSM, phone: (561) 839-1745; email: Jim.Sullivan@wginc.com; and the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: Pnicholas@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Authorization

This Amendment is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, entitled RFQ 18-303 dated **March 6, 2018** ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Amendment shall take precedence over any other more general description of services.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Carmen Y. Davis, City Manager

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

WGI, Inc.



By: _____
[Handwritten Signature]

Print Name: Jim Sullivan

Title: Project 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 20th day of September 2022, by Jim Sullivan, as the Project Manager of WGI, Inc., a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:



[Handwritten Signature]
Notary Public Signature

“EXHIBIT 1”
(Consultants Proposal)



EXHIBIT 1 (Consultant's Proposal)

September 21, 2022

Mr. Paul Nicholas, Engineering Manager – Special Projects
City of Lake Worth Beach
Electric Utilities Department
1900 2nd Ave., North
Lake Worth Beach, FL 33460

pnicholas@lakeworthbeachfl.gov

Re: Intracoastal Waterway (ICWW) Utility Crossing
Supplemental 2

Dear Paul,

WGI, Inc. (WGI) is pleased to provide this proposal to City of Lake Worth Beach (CLIENT). Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Contract Terms and Conditions, associated with the original contract between WGI and CLIENT, as per Task Order No. 13 dated March 16, 2022.

SCOPE OF SERVICES

ENVIRONMENTAL SERVICES

I. Geotechnical Bore Permitting \$6,600.00

WGI understands that geotechnical borings of the proposed HDD route are required and that while this activity is considered exempt with the state of Florida, it does require federal authorization.

- Coordinate with design lead and geotechnical subconsultant and apply for a U.S. Army Corp of Engineers - Nationwide 6 permit for authorization to conduct geotechnical borings within the Lake Worth Lagoon along the proposed HDD route.

BASIS OF THIS PROPOSAL

1. Access to the subject project shall be granted upon prior notice if restricted, gated, and/or locked. In the event that the surveyor is not allowed on site to perform the above survey services after access has been coordinated, the client shall be invoiced at the hourly rates quoted on WGI's current Fee Schedule.
2. State exemption verification or coordination with the design team on permitting the actual HDD crossing is not included in this scope of services.
3. Meeting attendance is not included in this scope of services.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's current hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

We appreciate the opportunity to be of service to City of Lake Worth Beach. Upon acceptance of this proposal, please sign and return an executed copy to this office. Please note that the Contract Terms and Conditions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work.

Respectfully submitted,
WGI, Inc.

A handwritten signature in blue ink that reads "Greg Griffith". The signature is written in a cursive style with a large, sweeping "G" and "G".

Greg Griffith
Environmental Lead for Transportation

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Electric Utility

TITLE:

Integrated Resource Plan (IRP) Update

SUMMARY:

Update to the City Commission on the development of the City's Electric Utility IRP

BACKGROUND AND JUSTIFICATION:

Resource Plans are an important element in planning for future sources of energy and capacity by an electric utility. Integrated Resource Plans blend both supply-side options with demand-side options to develop a roadmap of preferred options for meeting customer needs and serve as a guide in building the utility's portfolio. Factors considered while developing an IRP include system load growth, carbon reduction goals, generation and demand reduction technology alternatives and costs, fuel availability and prices, market capacity and energy prices, market economics, operations and maintenance costs, etc.

In 2018 City's electric utility developed a Resource Plan as a part of its Generation and Transmission Improvement Program (GTIP) which served as a roadmap for types of electric generation technologies that were available in the market and identified a recommended path forward for the City's electric utility supply portfolio. At that time City's electric utility had no formal resource plan and time was of the essence in formalizing a path forward in response to deteriorating transmission system and power plant reliability. The 2018 Resource Plan identified solar photovoltaic energy as a preferred resource option and served as a significant driver in City's subsequent decision to contract for 36.55 MW of solar power from the Florida Municipal Power Agency (FMPA). The 2018 Resource Plan also formally recognized the need for the electric utility to implement a second tie line to the regional transmission grid as a preferred alternative to improve transmission reliability, a project which is underway today.

It has now been four years since the completion of the 2018 Resource Plan. Resource Plans are not static tools and should be refreshed from time to time allow for corrections in course that may be warranted as new technologies emerge, economic conditions change, customer needs change, etc. The next evolution of the plan is to include demand-side options to allow for a plan that recognizes demand-side alternative as a contributor to meeting future system needs.

At the June 28, 2022 City Commission meeting Horizons Energy was selected to assist the City in developing the IRP. Together with the City's electric utility staff, with participation of the Electric Utility Advisory Board members, Horizons Energy is underway with the process of producing 2022 IRP. Horizons Energy Staff will provide an update on the model results to date and seek input from the City Commission on the contemplated path to reduced CO2 emissions associated with meeting the City's electric utility needs.

MOTION:

N/A

ATTACHMENT(S):

Fiscal Impact Analysis N/A
Horizons Energy Presentation



LAKE WORTH BEACH INTEGRATED RESOURCE PLAN

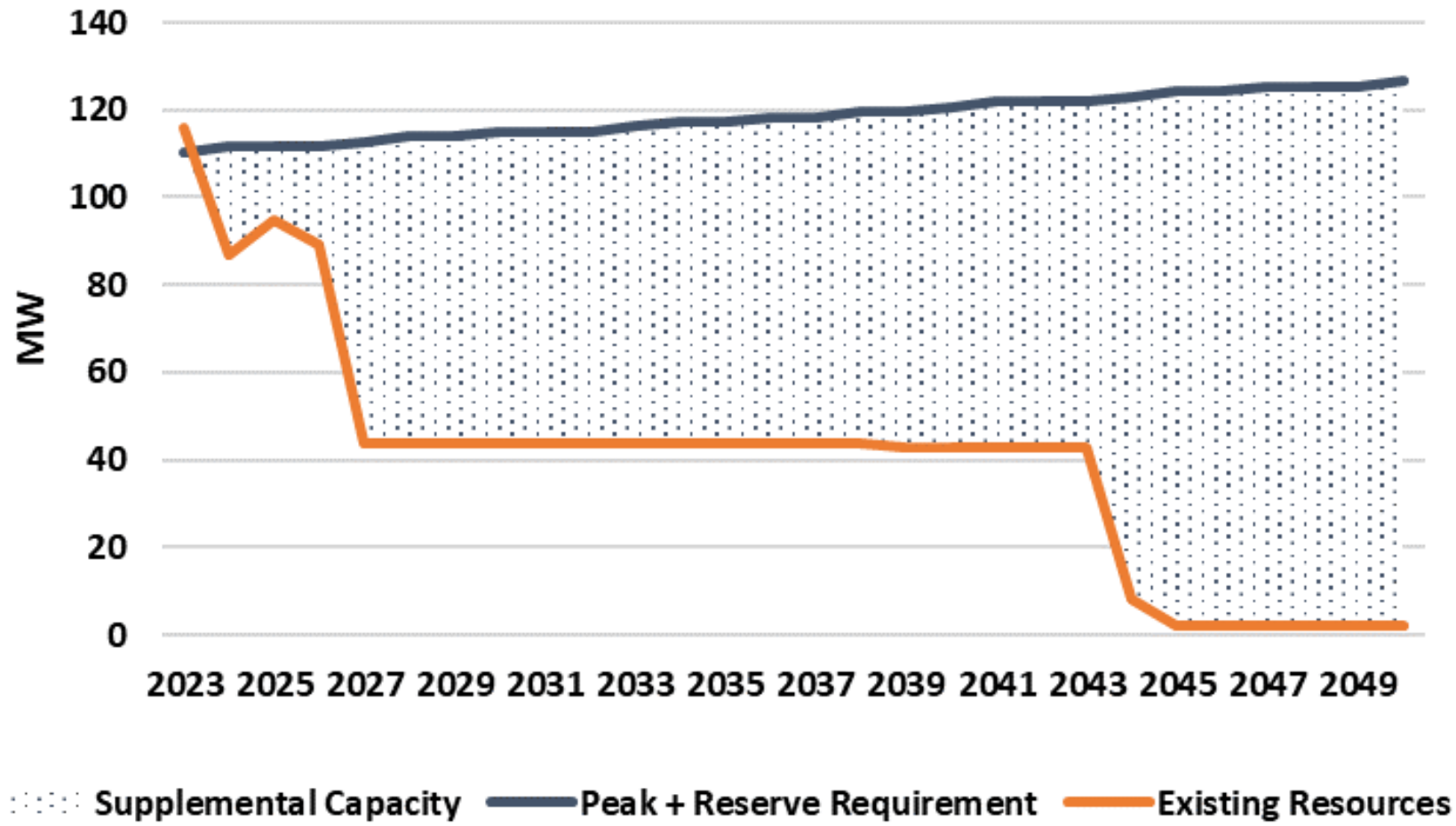
October 25th, 2022

IRP PROJECT

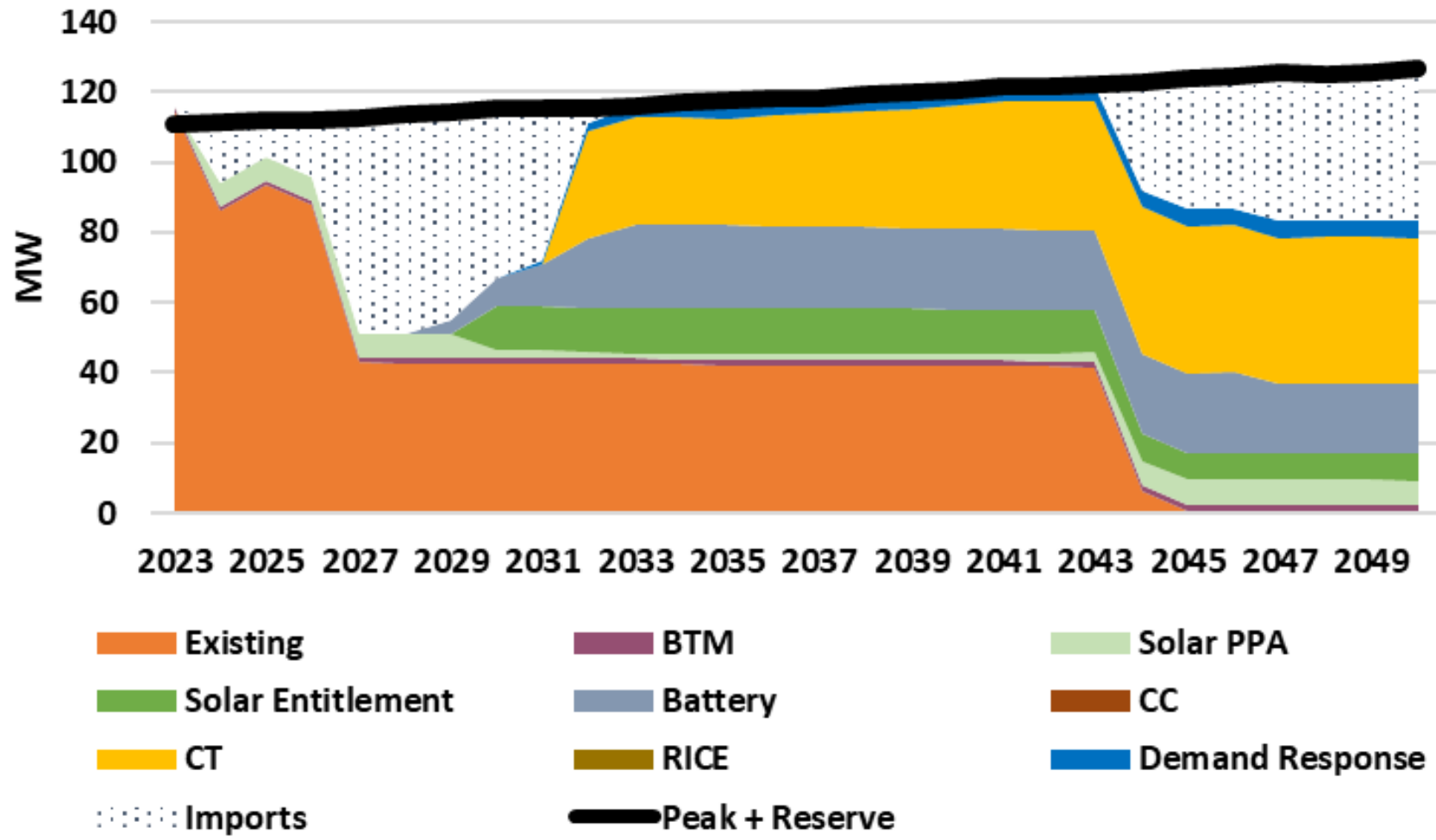
- Initiated project: June
- Data development and validation: July/August
- Preliminary results: September
- Refined results: October



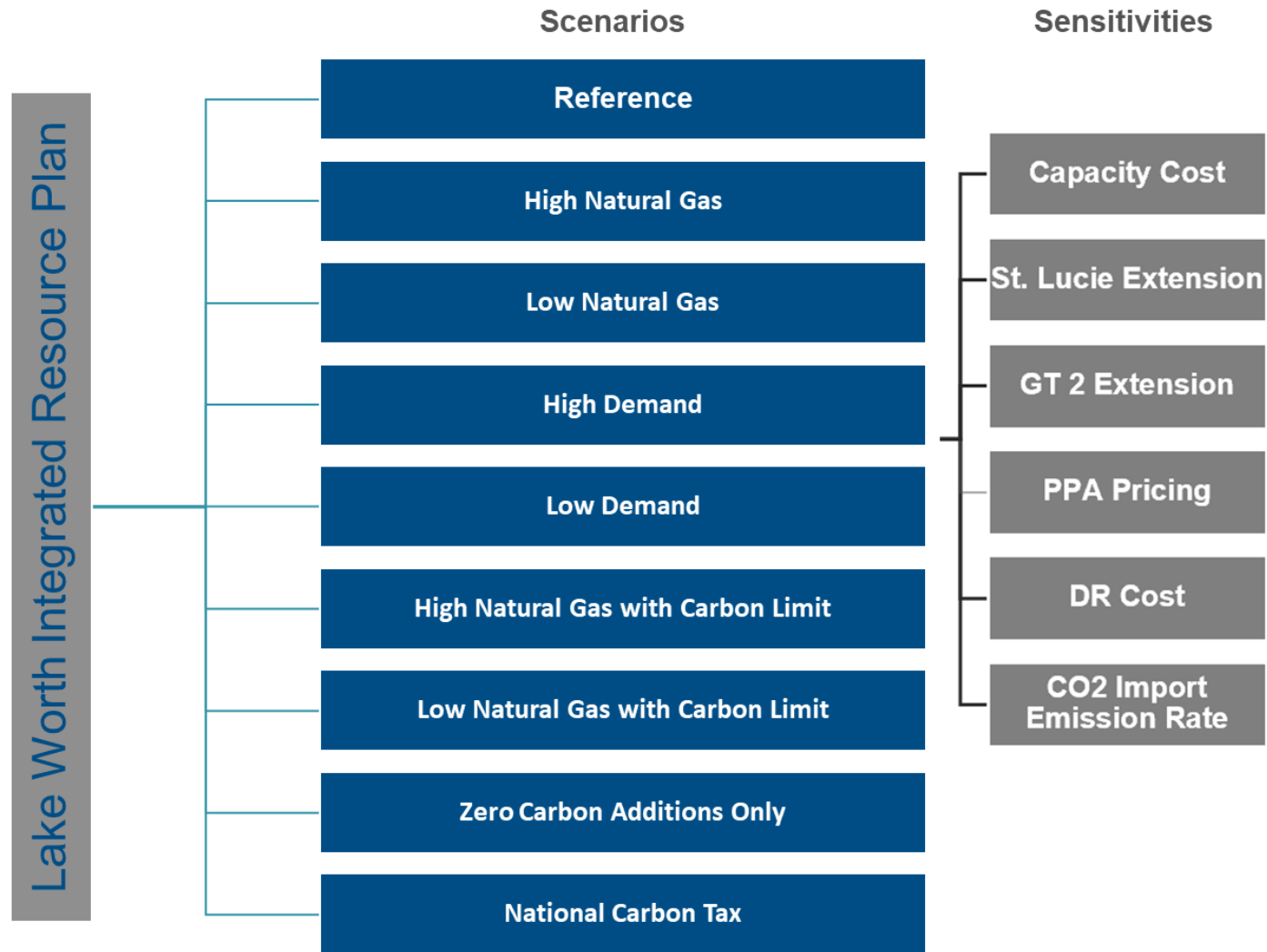
RESOURCE NEEDS



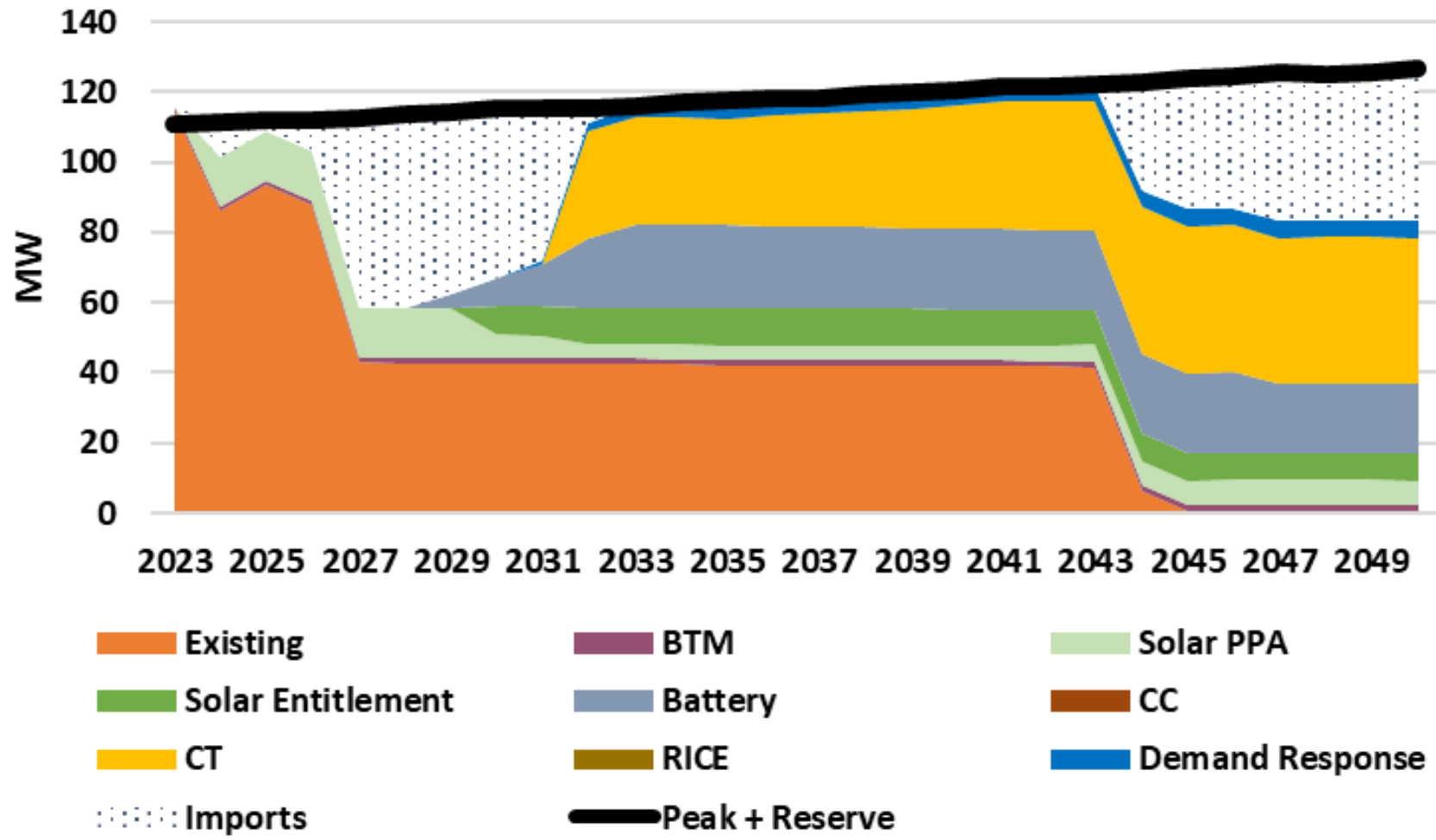
BASE CASE RESOURCE PLAN



LAKE WORTH BEACH IRP: SCENARIOS/SENSITIVITIES



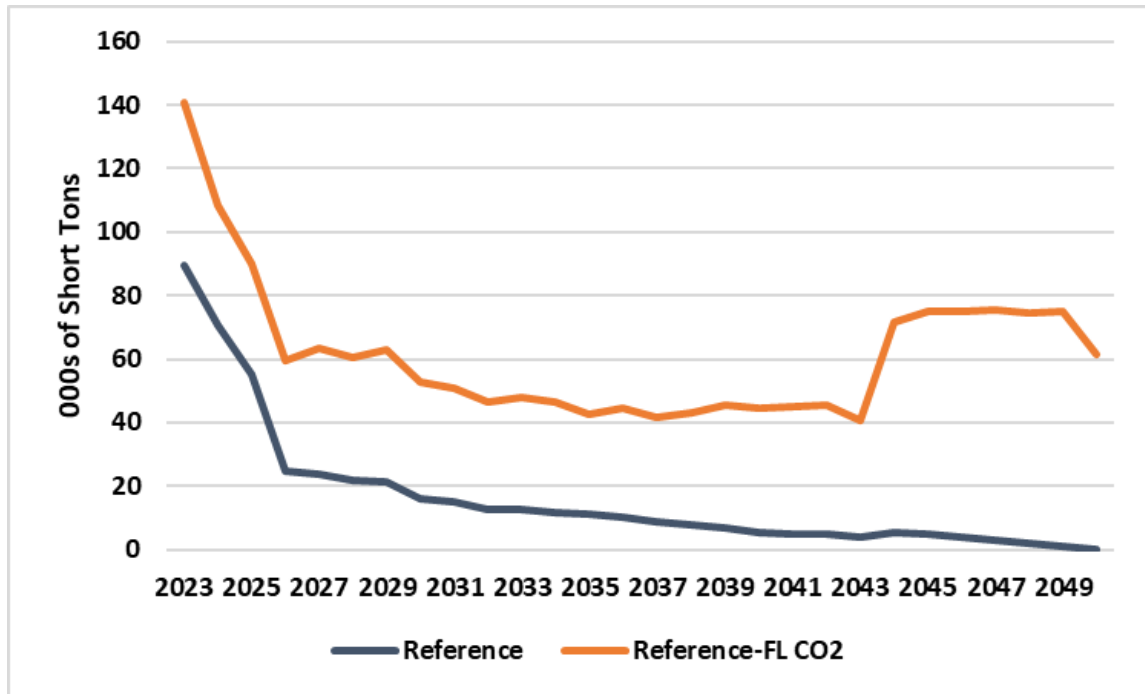
BASE CASE RESOURCE PLAN-PPA SENSITIVITY



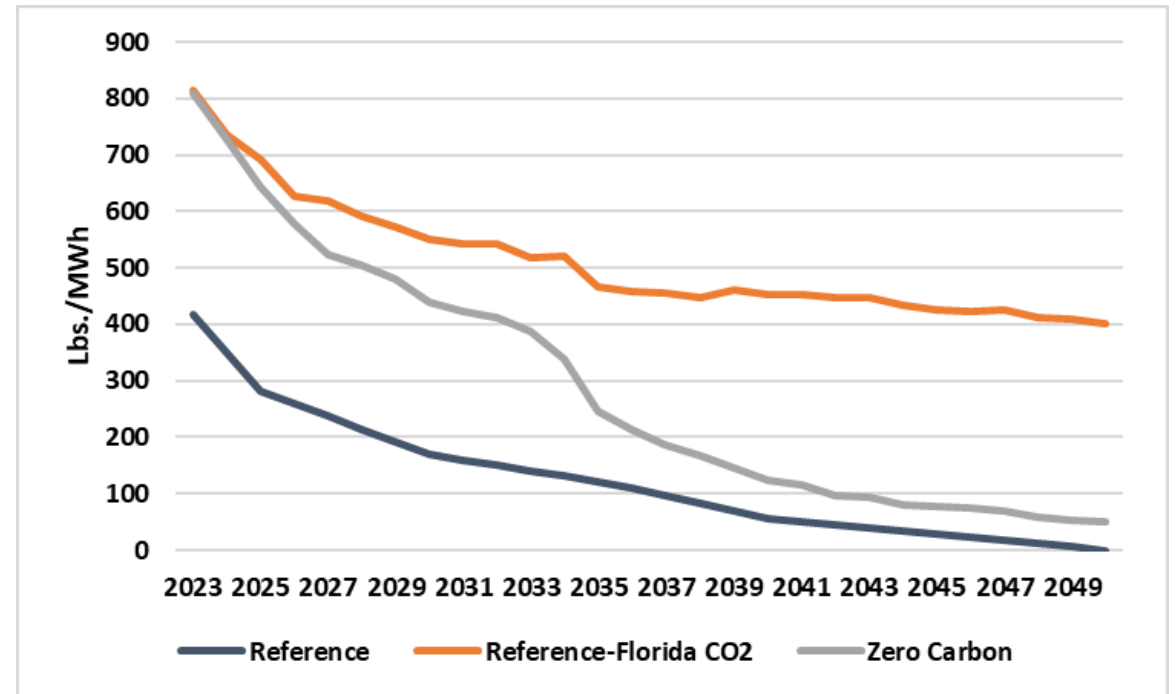
CARBON SENSITIVITY



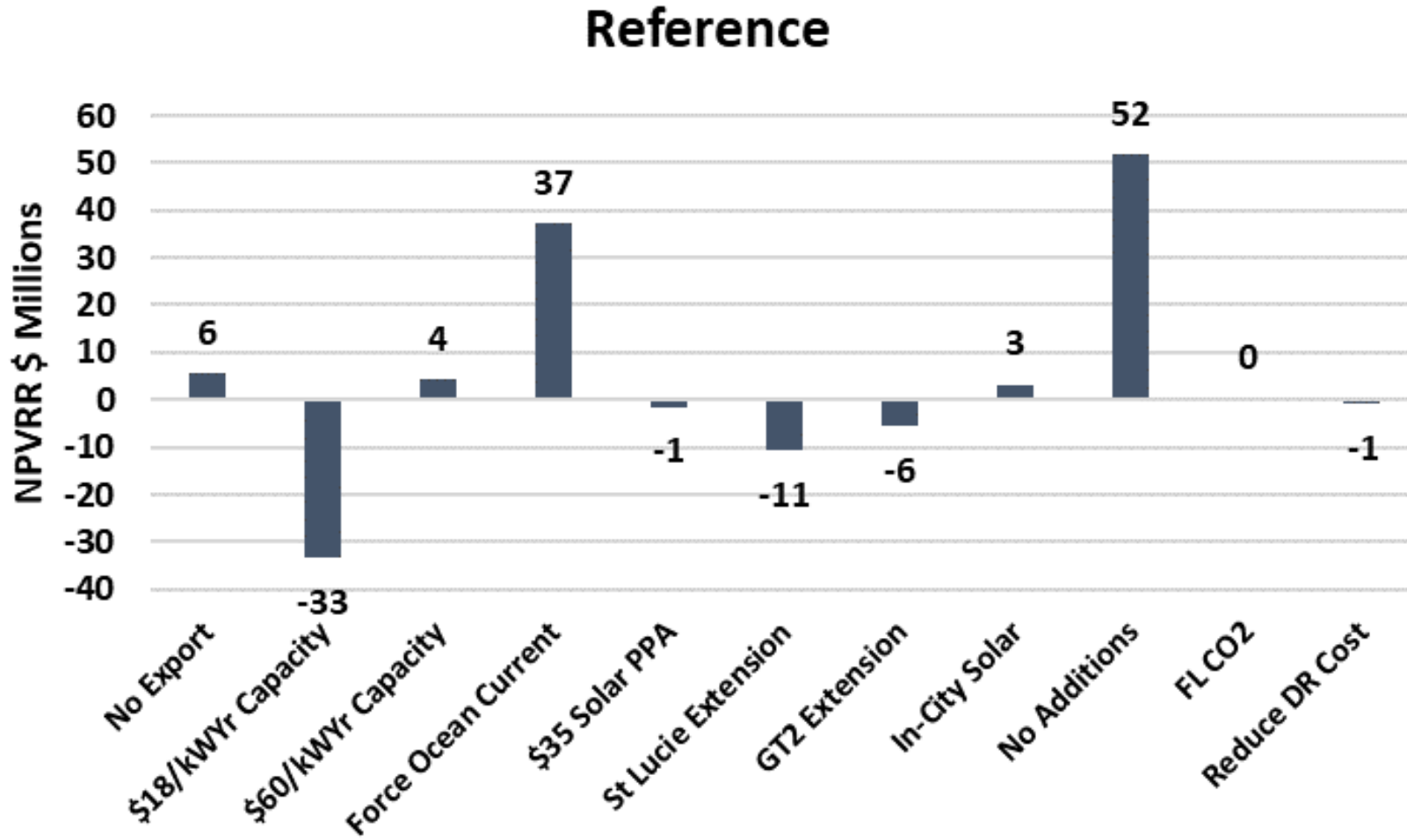
LWBEU Emission Forecast



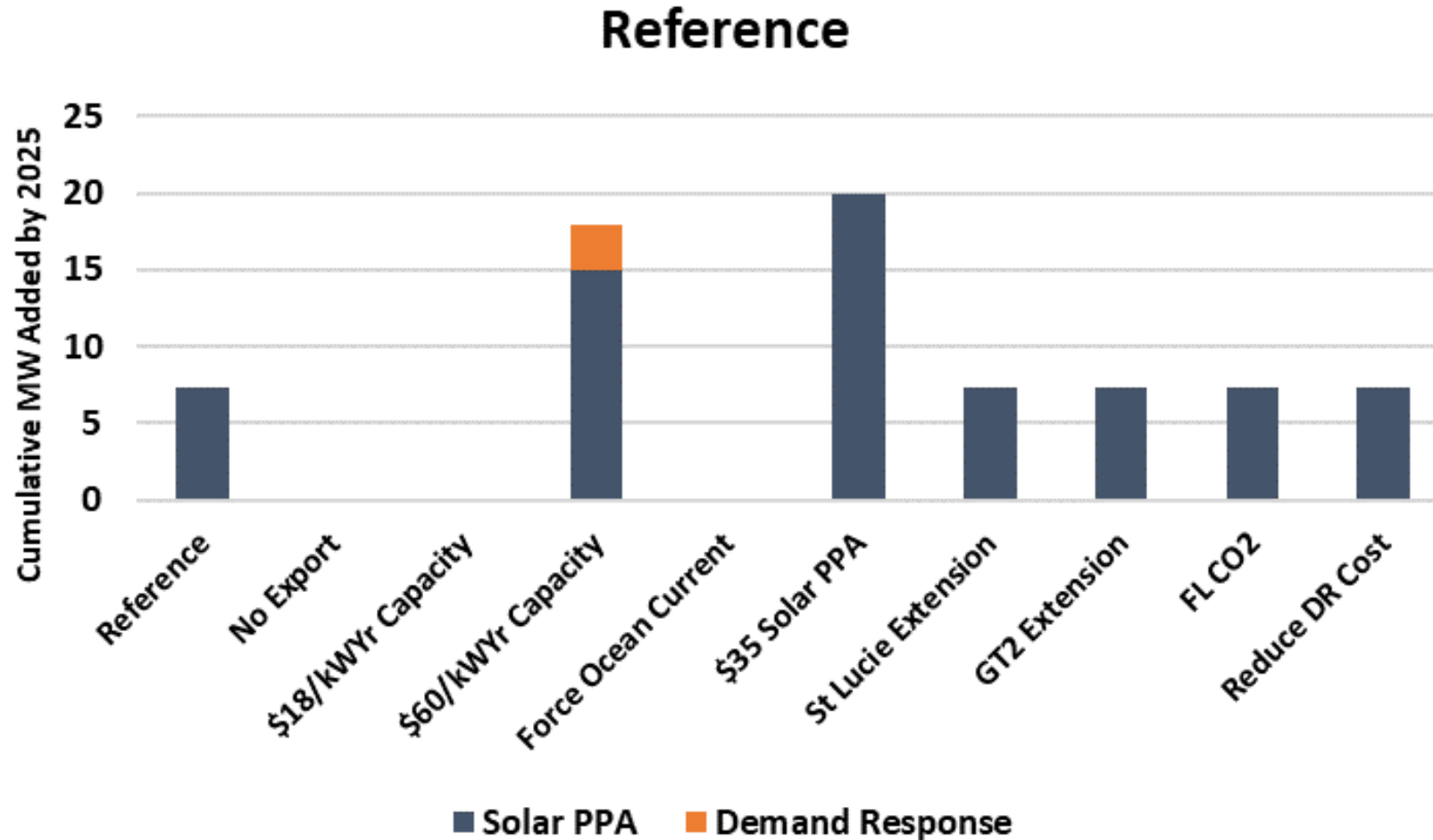
Florida Import Emission Rate



(SAVINGS)/COST

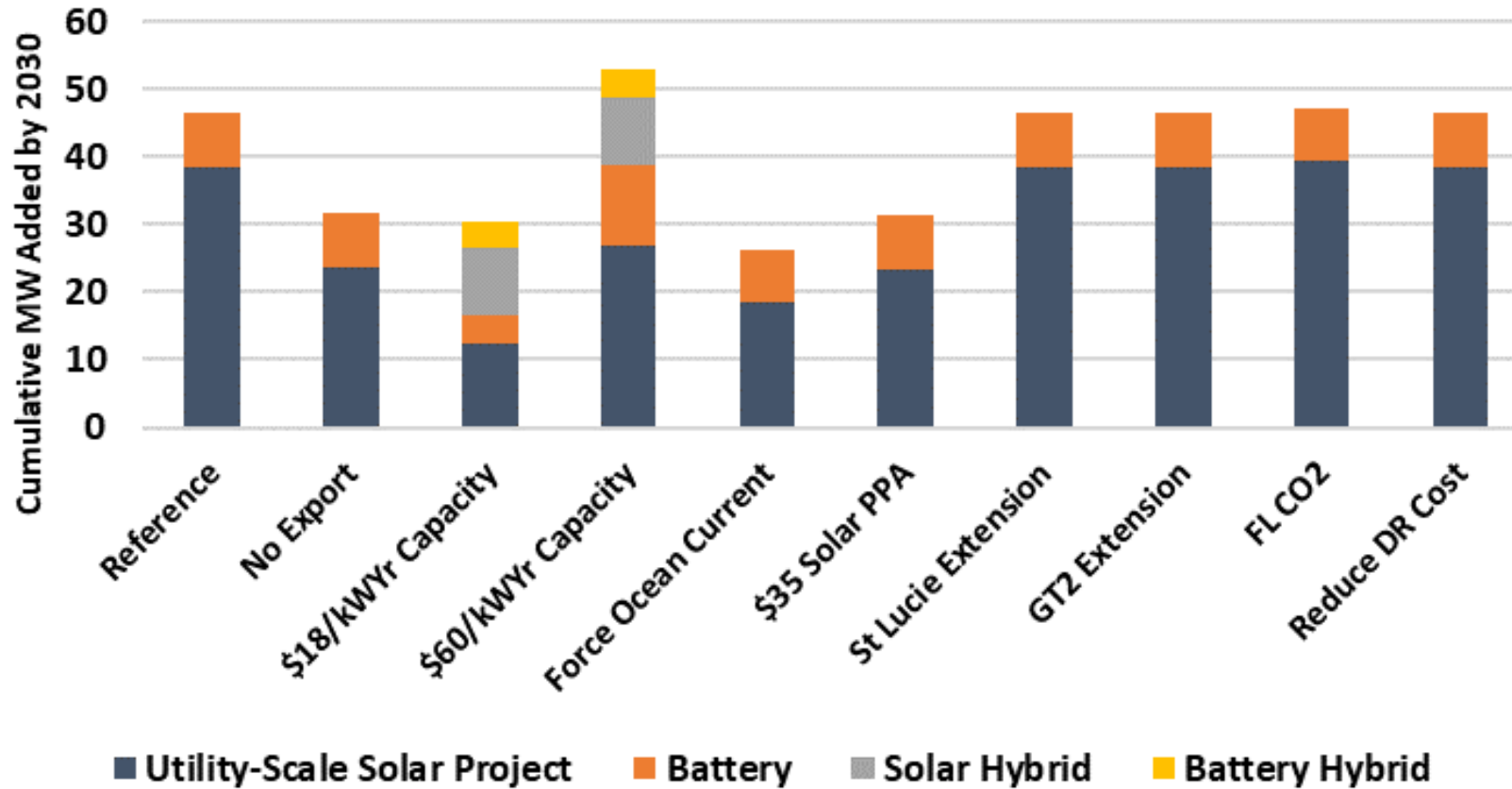


SOLAR PPA & DEMAND RESPONSE SENSITIVITIES



SOLAR ENTITLEMENT & BATTERIES BY 2030

Reference



FINDINGS

- New resource additions required over time
- Acquiring resources reduces costs over reliance on market
- Solar PPA is economic. Optimal size varies by scenario
- Zero carbon attainment highly dependent on import carbon rate
- GT 2 Extension in 2028 reduces costs by \$6 million NPV
- In-City Solar in 2024 increases costs by \$3 million NPV

PORTFOLIO SELECTION

- 2023-2030
 - Solar PPA
 - Further evaluate economics of Demand Response (DR)
 - Further evaluate life extension on GT2
- 2031-2040
 - Need for firm capacity
 - Consider: mix of batteries, DR, CT
 - Solar entitlement
- 2041-2050
 - St. Lucie and FMPA solar retirement
 - Low carbon purchases

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Water Utilities

TITLE:

Resolution No. 83-2022 – Florida Department of Environmental Protection Grant Agreement for Parrot Cove Stormwater Resilience Project

SUMMARY:

The resolution approves and authorizes the Mayor, or her designee, to execute the Agreement between the Florida Department of Environmental Protection and the City that sets forth the terms and conditions for the use of \$450,000 in funding assistance for the Parrot Cove Stormwater Resilience Project. These grant funds will be used to plan for and implement mitigation measures to relieve the chronic flooding in the Parrot Cove neighborhood of the City.

BACKGROUND AND JUSTIFICATION:

Resolution No. 83-2022 approves and authorizes the Mayor, or her designee, to execute the Agreement between the Florida Department of Environmental Protection and the City. This Agreement sets forth the terms and conditions for the use of \$450,000 in funding assistance for mitigation measures to relieve the chronic flooding problems that adversely impact the Parrot Cove neighborhood of the City.

This project is comprised of two primary activities. The first activity involves the procurement of a consultant to design, permit and provide construction engineering inspection services. Required permitting will include permits issued through the South Florida Water Management District, the U.S. Army Corps of Engineers and other applicable agencies.

The second activity involves the implementation of mitigation measures to alleviate the chronic flooding of the neighborhood, including the municipal golf course. These improvements include repairs to the existing outfall pipes where the joints have separated that have allowed sand and soil to penetrate the main and erode the surrounding land, thereby creating sinkholes. In addition, check valves will be installed on the four large outfalls at the eastern end of 4th, 6th, 8th and 9th Avenues North to prevent waters from the Lake Worth Lagoon from backing up through the outfall into the neighborhood.

MOTION:

Move to approve/disapprove Resolution No. 83-2022 approving and authorizing the Mayor to execute the Agreement between the Florida Department of Environmental Protection and the City for funding assistance in the amount of \$450,000 to plan for and implement mitigation measures to relieve the chronic flooding in the Parrot Cove neighborhood and municipal golf course.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 83-2022
Grant Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	450,000	0	0	0	0
Net Fiscal Impact	450,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Water Utilities
Division	Stormwater
GL Description	Improve other than build/infrastructure
GL Account Number	428-5090-528.63.15
Project Number	ST2302
Requested Funds	450,000

RESOLUTION NO. 83-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY IN THE AMOUNT OF \$450,000 FOR THE PLANNING AND THE IMPLEMENTATION OF FLOOD MITIGATION MEASURES IN THE PARROT COVE NEIGHBORHOOD OF THE CITY; AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City has submitted a proposal requesting \$450,000 in State Legislative funding under the sponsorship of Representative Michael Caruso and Senator Lori Berman to plan for and implement mitigation measures to relieve chronic flooding in the Parrot Cove neighborhood of the City; and

WHEREAS, the State of Florida has approved the City's request for this funding as part of its Fiscal Year 2022-2023 budget to be administered by the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, FDEP has prepared an Agreement that sets forth the terms and conditions for the use of these grant funds for this purpose; and

WHEREAS, this will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the Agreement between the Florida Department of Environmental Protection and the City in the amount of \$450,000 for the Parrot Cove Stormwater Resilience project to plan for and implement mitigation measures to relieve chronic flooding in the Parrot Cove neighborhood and municipal golf course.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the Mayor, or her designee, to execute the Agreement between the Florida Department of Environmental Protection and the City and all related documents for this stated purpose.

SECTION 3: Upon execution of the resolution, one copy shall be forwarded to the Water Utilities Director. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 4: This resolution shall become effective upon adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the 25th day of October, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Lake Worth Beach Parrot Cove Stormwater Resilience Agreement Number: LPA0315

2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: City of Lake Worth Beach Entity Type: Local Government
Grantee Address: 7 North Dixie Highway; Lake Worth Beach, FL 33460 FEID: 59-6000358 (Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: 9/20/2025

4. Project Number: _____ Project Location(s): Lat/Long 26.626039, -80.046812 
(If different from Agreement Number)

Project Description: The Grantee will install outfall check valves and repairs as needed on the storm main pipes and four large stormwater outfalls.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$450,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1665A, FY 22-23, GR	\$450,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$450,000.00

6. Department's Grant Manager Name: Chandler Keenan or successor
Address: 3900 Commonwealth Blvd., MS 3570
Tallahassee, FL 32399-3000
Phone: 8502452958
Email: chandler.b.keenan@floridadep.gov

Grantee's Grant Manager Name: Julie Parham or successor
Address: 7 North Dixie Highway
Lake Worth Beach, FL 33460
Phone: 5615861789
Email: jparham@lakeworthbeachfl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: _____ Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary): _____
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary): _____

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Lake Worth Beach

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Betty Resch, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Chandler Keenan, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)

shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

Attachment 1

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had

been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0315**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Lake Worth Beach Parrot Cove Stormwater Resilience. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

**ATTACHMENT 3
GRANT WORK PLAN**

PROJECT TITLE: Lake Worth Beach Parrot Cove Stormwater Resilience

PROJECT LOCATION: The Project will be located in the City of Lake Worth Beach within Palm Beach County; Lat/Long (26.626039, -80.046812). See Figure 1 for a site plan map.

PROJECT BACKGROUND: The project serves to address the worsening flood conditions along and at the eastern end of 9th, 8th, 6th and 4th Avenues North along the City's golf course and Parrot Cove Neighborhood in Lake Worth Beach (Grantee). Sinkholes are being created by joint separation in stormwater pipes that allow sand and soil to cave the main pipes and erode stormwater outfalls. This project will upgrade the system for efficient operation and preparation for sea level rise and king tides, along with preventing water from the Intracoastal Waterway backing up through the outfalls.

PROJECT DESCRIPTION: The Grantee will install outfall check valves and repairs as needed on the storm main pipes and four large stormwater outfalls.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Construction

Deliverables: The Grantee will construct system upgrades, including pipe repairs and outfall check valves, in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

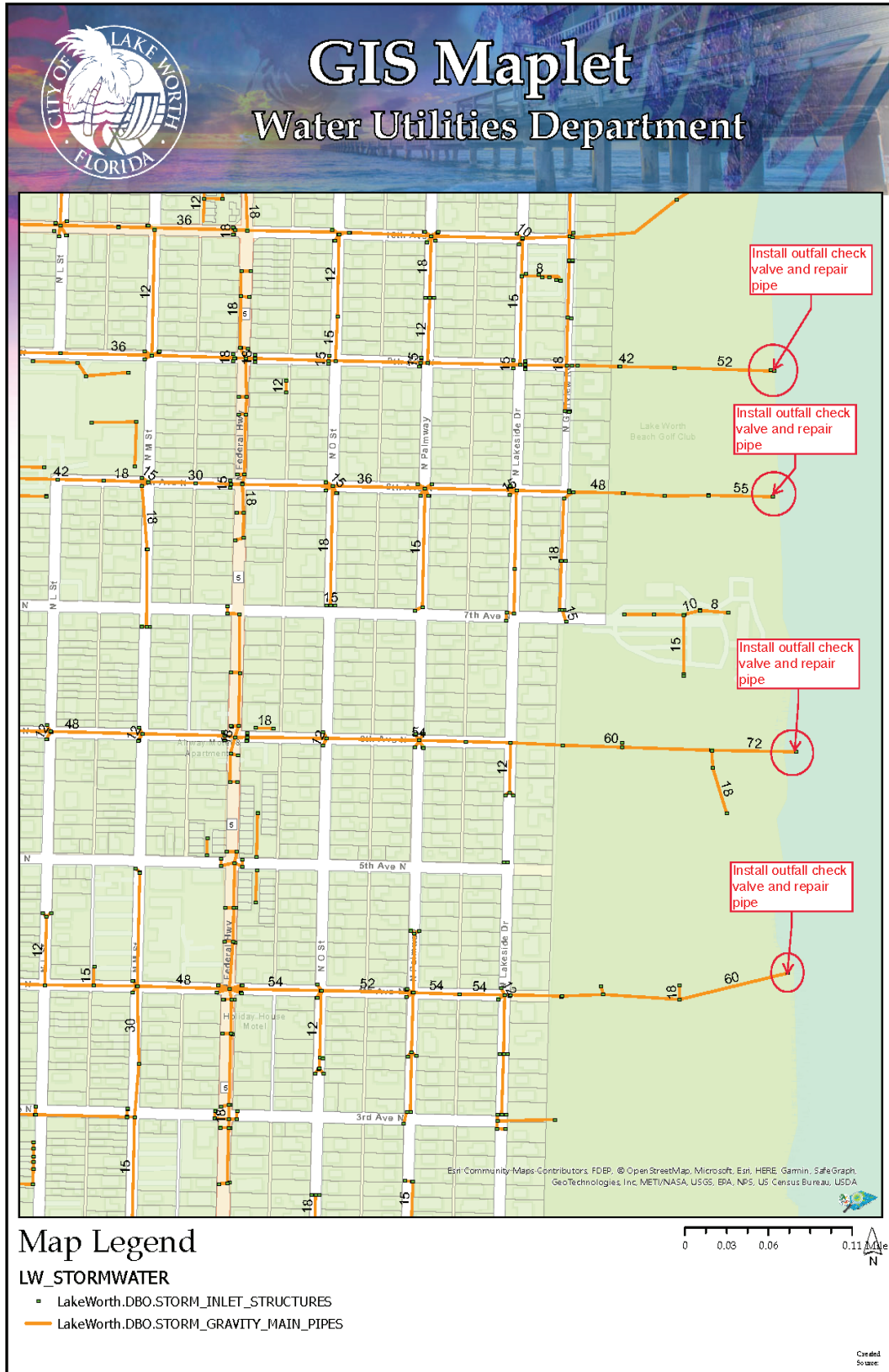
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$450,000	07/01/2022	03/30/2025
Total:			\$450,000		

Figure 1 – Site Plan Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
Federal Program B					
	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$450,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$450,000
--------------------	------------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0315
Project Title:	Lake Worth Beach Parrot Cove Stormwater Resilience
Grantee Name:	City of Lake Worth Beach
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Construction

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 2: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 3: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 4: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 5: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

FOR PROJECTS with local contributions (*Not legally required match), include this paragraph.

Local Contributions:

For Springs grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

▪ **Summary of local contributions:**

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Water Utilities

TITLE:

Second Amendment to Agreement with Allied Universal Corporation to purchase Sodium Hypochlorite (Bleach) for water treatment and odor control

SUMMARY:

This Second Amendment authorizes the purchase of bulk Sodium Hypochlorite for the City of Lake Worth Beach Water Utilities at a cost Not-to-Exceed \$275,000.00 for Fiscal Year 2023 from Allied Universal Corporation.

BACKGROUND AND JUSTIFICATION:

Sodium Hypochlorite is a necessary chemical which is added to the finished water supply and is used for the disinfection of drinking water, killing germs, micro-organisms, algae, etc. Sodium Hypochlorite is also necessary for odor control at the Reverse Osmosis Water Treatment Plant and Master Pump Station.

On October 20, 2020, The City awarded the contract under the IFB # 20-107 for the purchase of bulk Sodium Hypochlorite needed for the Water Treatment Plant and Master Pump Station. This agreement was issued for the initial term of one (1) year with an option for three (3) additional one (1) year renewals. Second Amendment to the Agreement allows for the new pricing and renews the Agreement for the period of one year.

MOTION:

Move to approve/disapprove the Second Amendment to Agreement for purchasing bulk Sodium Hypochlorite from Allied Universal Corporation for an amount not to exceed \$275,000.00 for Fiscal Year 2023.

ATTACHMENT(S):

Fiscal Impact Analysis
Second Amendment

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$275,000.00	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$275,000.00	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation		
	Expenditure	Expenditure
Department	Sewer	Regional Sewer
Division	Sewer Collection	Pumping
GL Description	Operating Supplies / Chemicals	Operating Supplies / Chemicals
GL Account Number	403-7231-535-52-30	405-7421-535-52-30
Project Number	N/A	N/A
Requested Funds	\$20,000.00	\$20,000.00

Contract Award - Existing Appropriation	
	Expenditure
Department	Water Utility
Division	Water Utility
GL Description	Operating Supplies / Chemicals
GL Account Number	402-7022-533-52-30
Project Number	N/A
Requested Funds	\$210,000.00

**SECOND AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES
(Liquid Sodium Hypochlorite)**

THIS SECOND AMENDMENT to the Contract for Liquid Sodium Hypochlorite (“Second Amendment”) is made as of _____, 2022, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida (“CITY”) and **Allied Universal Corp.**, a corporation authorized to do business in the State of Florida (“CONTRACTOR”).

WHEREAS, the City issued Invitation for Bid #20-107 (“IFB”) for the procurement of Liquid Sodium Hypochlorite; and

WHEREAS, on October 20, 2021, the CITY and CONTRACTOR entered into the Agreement for Goods and Services (Liquid Sodium Hypochlorite) (“Agreement”); and

WHEREAS, the term of the Agreement was for one (1) year with three (3) single year renewal options; and

WHEREAS, the CITY and the CONTRACTOR exercised the first option and renewed the Agreement through October 19, 2022 (“First Amendment”); and

WHEREAS, the CITY and the CONTRACTOR wish to amend the Agreement to exercise the second option and renew the Agreement for an additional one (1) year; and

WHEREAS, the CONTRACTOR submitted a revised rate schedule for the pricing to be provided under this Second 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, due to increased usage, the CITY and CONTRACTOR desire to increase the total maximum costs to be paid by the CITY under the Agreement for each fiscal year to a not to exceed amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) to facilitate further purchases for the remaining term of the Agreement; 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 renewed and extended to October 19, 2023.

3. **Maximum Cost.** The total amount not to exceed under this Agreement shall be \$275,000.00 (Two Hundred Seventy-Five Thousand Dollars) per fiscal year.

4. **Compensation.** The parties agree that the CITY shall compensate the CONTRACTOR under this Second Amendment based on the rates set forth in **Exhibit "A"**, which is attached hereto and incorporated herein. The rates shall be paid for upon completion of services for each project but not based upon mobilization.

5. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement, the First Amendment and this Second Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated therein and herein. None of the provisions, terms and conditions contained in this Second 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 and the First Amendment except as amended herein remain in full force and effect.

6. **Counterparts.** This Second 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 Second Amendment digitally or electronically and such signature is as valid as the original signature of such party.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Agreement for Goods and Services (Liquid Sodium Hypochlorite) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

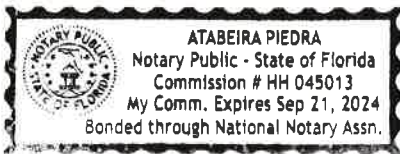
CONTRACTOR: Allied Universal Corp.

[Corporate Seal]

By: _____
Print Name: Jim Palmer
Title: President / CEO

STATE OF Florida
COUNTY OF Miami-Dade

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 31 day of August 2022, by Jim Palmer, as the President/CEO [title] of Allied Universal Corp. authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



Notary Public Signature

Notary Seal:

Exhibit "A"



Headquarters
3991 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

August 5, 2022

Garry E. Baker II
Water Plant Manager | Water Utilities Department
City of Lake Worth Beach
301 College St
Lake Worth Beach, Florida 33460
561-586-1713 Office

RE: Bid 20-107, Sodium Hypochlorite

Dear Mr. Baker,

The above referenced bid is currently under its 1st of 3 one year renewal options; this will expire on October 19, 2022. Due to recent unprecedented disruptions and changes in the chlorine, caustic and bleach markets and logistical issues (shortage of drivers and increasing Fuel cost). Allied would like to continue performing under this contract for the 2nd one year renewal option, at the following new prices, to be effective October 20, 2022 through October 19, 2023.

Sodium Hypochlorite TL	\$1.08/Gallon
Sodium Hypochlorite LTL	\$1.13/Gallon

All other terms, conditions and specifications will remain the same. If you are in agreement with the offer please indicate your acceptance by signing below and provide a copy of the letter to Bids@Allieduniversal.com no later than August 19, 2022.

Should the City decline this offer and choose to go out for Bid, please note this offer will automatically be revoked. We do ask to be kept in the distribution list as we would like to participate

We appreciate your business and look forward to our continued working business relationship.

Very truly yours,

Allied Universal Corporation

Jim Palmer
VCEO

City of Lake Worth Beach
Name: _____
Signature: _____
Title: _____
Date: _____

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Water Utilities

TITLE:

Agreement with Pantropic Power Inc. for repair and maintenance of the Lime Water Treatment Plant Generator

SUMMARY:

This Agreement authorizes Pantropic Power Inc. to repair and maintain the Lime Water Treatment Plant Generator for three years.

BACKGROUND AND JUSTIFICATION:

The Lime Water Treatment Plant Generator is a one-megawatt Caterpillar Generator. The Caterpillar Generator provides power for the Lime Water Treatment Plant which includes the high service pumps during power outages. This Generator was purchased and installed in 2006.

The scope of this agreement is to authorize Pantropic Power to perform annual service, maintenance, and repairs to the Caterpillar Generator for three (3) years with the option of two (2) one-year renewals upon approval by the City Manager

Pursuant to section 2-112(f) of the City's procurement code, the Water Utility has conducted a search of available sources for the required services and has determined that Pantropic Power Inc. is the only practicable source for the services and entering the agreement is in the best interests of the City. Pantropic Power Inc. has provided correspondence (attached) in support of this purchase as a sole source purchase.

MOTION:

Move to approve/disapprove the agreement with Pantropic Power, Inc. for an amount not to exceed \$40,050.00 FY2023, \$40,050.00 FY 2024 and \$40,050.00 FY2025.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$47,050.00	\$47,050.00	\$47,050.00	0	0
Capital	0	0	0	0	0
 Net Fiscal Impact	 \$47,050.00	 \$47,050.00	 \$47,050.00	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

Contract Award - Existing Appropriation	
	Expenditure
Department	Water Utilities
Division	Water Treatment
GL Description	Contractual Services
GL Account Number	402-7022-533-34-50
Project Number	N/A
Requested Funds	\$25,800.00

Contract Award - Existing Appropriation	
	Expenditure
Department	Water Utilities
Division	Water Treatment
GL Description	Repair and Maintenance
GL Account Number	402-7022-533-46-21
Project Number	N/A
Requested Funds	\$21,250.00

**AGREEMENT WITH PANTROPIC POWER INC.
(Repair and Maintenance of the Lime Plant Generator)**

THIS AGREEMENT ("Agreement") is made _____, 2022, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Pantropic Power, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR") with its office located at 8205 NW 58th Street, Miami, FL 33166

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 is in need of a CONTRACTOR to perform repair and maintenance services on the water treatment lime plant generator; and

WHEREAS, CONTRACTOR has been maintaining the City's lime plant generator successfully for the past five years:

WHEREAS, CONTRACTOR submitted a proposal to continue servicing the lime plant generator as a sole source provider; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal for the CONTRACTOR to render the services as provided herein;

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 of this Agreement shall be for three (3) years with the option to renew for two (2) additional one (1) year renewal periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the City Commission. The renewal terms may be approved by the City Manager. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

2. SCOPE OF WORK

2.1 The scope of work under this Agreement includes all services, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the CONTRACTOR to repair and maintain the water treatment lime plant generator, CAT Generator 3508 Serial Number CNB01540 (hereinafter, "Generator"). The complete Scope of Work including the

maintenance of the Generator is reflected in Exhibit "A" attached hereto and incorporated herein ("Scope of Work").

2.2 The CONTRACTOR represents to the CITY that the materials 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 CONTRACTOR's work shall conform to the highest standards and in accordance with this Agreement.

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

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. 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 Scope of Work shall be completed in accordance with the CITY issued Purchase Order, the terms and conditions set forth in the Scope of Work and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

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

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

4. SERVICES

4.1 The CONTRACTOR shall provide all services as more specifically set forth in the Scope of Work and this Agreement.

5. FEE AND ORDERING MECHANISM

5.1 The CONTRACTOR shall be entitled to a monthly maintenance fee of \$2,150.00 (Premium Plus Service) for the Generator. In the event a generator is needed as a back-up, the CONTRACTOR shall be entitled to a rental fee of \$6,250.00, (excluding fuel charges). In the event the Generator is not functioning and a backup generator has been provided, subject to availability; an amount, not to exceed \$15,000.00 shall be allowed on an annual basis for miscellaneous repairs of a non- functioning Generator.

The rates set forth in this Agreement shall remain fixed for the first three (3) years of this Agreement. If due to applicable price escalations and/or reductions which impact the CONTRACTOR's rates, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new rates for the renewal term(s). The City Manager may approve renewal terms.

5.2 Should the CITY require additional materials or services, not included in this Agreement, rates and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional services being provided by the CONTRACTOR.

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

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the Scope of Work provided in Exhibit "A" to this Agreement shall not exceed the amounts set forth in Section 5.1, and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for the provided 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 Excepting intellectual proprietary information, each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

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

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

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

12.3 CONTRACTOR, reserves the right and may elect to terminate this Agreement at any time, with or without cause, after giving sixty (60) days written notice.

13. INSURANCE

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

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

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

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

14. WAIVER OF BREACH

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

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, costs and expenses (including reasonable 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 or utilized in the performance of this Agreement. The CONTRACTOR shall not be required to indemnify, defend or hold harmless the CITY for the CITY's own negligence.

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

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

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

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

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; **Exhibit "A"** (Scope of Work); any CITY issued Purchase Orders; and any amendments executed by both of the parties. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with any CITY issued Purchase Order(s) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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

17. ASSIGNMENT

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

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

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

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

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

21. TIME IS OF THE ESSENCE

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

22. NOTICES

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

City Manager
City of Lake Worth Beach
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:

Pantropic Power, Inc.
8205 NW 58th Street
Miami, FL 33166

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, , the time of completion shall be extended for any reasonable time that the Parties , 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 Parties , shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the Parties may mutually decide. No extension of time shall be made for any delay occurring more than fifteen (15) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25. COUNTERPARTS

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

26. LIMITATIONS OF LIABILITY

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

26.2 Except for the CONTRACTOR's duty to indemnify, defend and hold the CITY harmless as set forth in this Agreement, the liability of CONTRACTOR with respect to claims arising out of its performance under this Agreement, whether based on contract, tort or by operation of law, shall not exceed one hundred percent (100%) of the annual price set forth in 5.1 of this Agreement.

27. PUBLIC ENTITY CRIMES

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

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

28. PREPARATION

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

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

31. PUBLIC RECORDS

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

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

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

32. COPYRIGHTS AND/OR PATENT RIGHTS

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

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

34. FEDERAL AND STATE TAX

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

35. PROTECTION OF PROPERTY

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

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and it shall save the CITY and political unit thereof harmless from all claims made on account of such damages, excepting any damages that arose as the result of the City's negligence, which negligence—if any—shall be apportioned between the parties.

37. SAFETY: ACCIDENT PREVENTION.

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

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

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

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

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

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

39. SCRUTINIZED COMPANIES

39.1 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.

39.2 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.

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

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

39.5 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.

39.6 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.

40. E-VERIFY

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

40.1. 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;

40.2. 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;

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

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

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

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

41. SURVIVABILITY

41.1 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 with Pantropic Power, Inc. for Repair and Maintenance of the Lime Plant Generator on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director



[Corporate Seal]

CONTRACTOR:

Pantropic Power, Inc

By: Ettore J. DeTorres

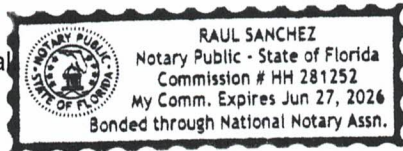
Print Name: Ettore J. DeTorres

Title: Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI DADE)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 21 day of SEPTEMBER 2022, by ETTORE DETORRES, as the VICE PRESIDENT [title] of Florida **Pantropic Power, Inc.** a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal



Notary Public Signature

Exhibit A

SCOPE OF WORK

The Contractor shall provide routine maintenance, service, repairs and emergency repairs and services on City of Lake Worth Beach's existing emergency generator equipment at the water treatment lime plant.

Under the scope of services outlined in this Agreement, the Contractor shall bear one-hundred percent (100%) financial responsibility for all maintenance, repair and/or replacement costs for said equipment. All services shall be provided in accordance with the requirements specified in the following sections of this Scope of Work and must meet or exceed the service levels described in these sections.

3.1 General Maintenance Services

3.1.2 Quarterly Maintenance and Inspections

The Contractor shall provide Quarterly inspections and preventive maintenance services of all equipment at all locations. Testing and adjusting of the equipment will be performed on-site. On a quarterly basis, the Contractor shall perform the following services on all equipment, systems or components:

3.1.2.1 Lubricating System

- a. check lube oil level and add oil as necessary;
- b. inspect for oil leaks. Check and re-torque connections to manufacturer's specifications;
- c. check governor oil level and add oil as necessary (where applicable);
- d. check condition of lube oil hoses and connections;
- e. check oil base heater and adjust if necessary;
- f. check injection pump oil level and add oil if necessary (where applicable);
- g. check engine breather. Clean and remove any oil residue, dust, dirt, or other restriction;
- h. start engine, check oil pressure and adjust if necessary to manufacturer's specifications;
- i. check engine oil stick for water or residue;
- j. check turbo-charger for oil leaks (where applicable);
- k. check front and rear crank shaft seals for oil leaks;

- l. check equipment hour meter for hours of operation. Refer to manufacturer's operation and service manual. If hours of operation are near or exceed manufacturer's stipulated time for oil service, change oil and filter with manufacturer's approved oil and filter. Start engine and check for oil leaks at the filter. Check oil stick for proper oil level;
- m. obtain lube oil sample for analysis; and
- n. have analysis run by a certified laboratory and a written report submitted to the respective Contract Manager.

3.1.2.2 Fuel System

- a. inspect fuel lines, hoses, connections, clamps, injectors/carburetors, injector pumps, and priming pump, etc. for leaks. Correct as needed;
- b. check operation of day tank (where applicable);
- c. drain water from fuel traps (where applicable);
- d. drain water from day strainer (where applicable);
- e. clean sediment bowl (where applicable);
- f. check for water in fuel;
- g. inspect fuel filter. Change filter as necessary; and
- li. check fuel pressure. Insure compliance with manufacturer's specifications.

3.1.2.3 Cooling System

- a. check for leaks;
 - b. check coolant level. Add if necessary;
- c. check coolant PH and add long-life anti-freeze, as necessary;
- d. check all belts for cracks or wear. Replace as necessary;
- e. check all belts for proper tension. Adjust as necessary;
- f. check condition of water hoses and clamps;
- g. check for leakage. Repair leaks;
- h. check water, filter, and replace water filter elements annually or as needed, whichever is sooner;
- i. pressure test radiator and cap;
- j. check water pump for leaks and bearing noise;

k. verify the temperature gauge is reading the correct temperature using infrared device;

1. check operation of engine heater and switch;

m. check fan & radiator for physical damage, obstruction & leaks; and n, drain and replace anti-freeze, when required.

3.1.2.4 Air Systems

a. check air cleaner (dry type);

b. check turbocharger clearance (where applicable);

c. check and service oil bath air cleaner as needed (where applicable); and

d. check air hoses and connections (where applicable).

3.1.2.5 Electrical System

a. check battery fluid. Correct if necessary;

b. check battery specific gravity. Correct if necessary;

c. check battery trickle charger. Record rate;

d. check battery connections. Clean & tighten if necessary;

e. lubricate generator, starter/cranking;

f. check air compressor, if not electric start; and

g. check for loose load line connections and emergency supply line connections.

3.1.2.6 Exhaust System

a. inspect the entire exhaust system;

b. check rain cap for leaks; and

c. inspect the manifold connection for leaks. Re-torque as necessary.

3.1.2.7 Engine Safety Controls

a. check operations of all safety controls and emergency stops.

3.1.2.8 Engine Test - No Load

a. start engine and check operation. Adjust RPM if necessary; and

b. observe oil pressure and record.

3.1.2.9 Engine Test – With Load

- a. test run the generator with the connected load energized for at least one(1) hour; if customer approves it.
- b. observe and record volts, amps, cycles, engine water temperature, lube oil temperature, engine lube oil pressure, and battery charge rate; and
- c. shut down engine and return to normal automatic condition unless otherwise noted.

3.1.2.10 Ignition System

- a. inspect all wires;
- b. check ammeter for discharging while cranking; and
- c. check ammeter for full charge at start-up.

3.1.2.11 Generator Sets

- a. check slip rings;
- b. check Commutator;
- c. check brushes to assure they are free;
- d. inspect generator wiring for fraying;
- e. check and record each phase volts, amps, and frequency. Check operation of transfer switch;
- f. check automatic start-up;
- g. check generator grounding;
- h. adjust voltage regulator;
- i. check generator windings and armature for cleanliness;
- j. check excitor belts for fraying or cracking;
- k. check excitor and regulator for cleanliness;
- l. check generator-mounting bolts for tightness. Re-torque as required;
- in. lubricate generator bearings, drive and joints;
- n. inspect for potential hazards resulting from vibration and/or pressure;
- o. check for alternator vibration;

p. inspect and torque (if necessary) all main supply, emergency supply and load line connections; and

q. verify phase relay drop out and pickup points, adjust, if necessary.

3.1.2.12 Transfer Switch

a. check all wiring;

b. inspect to assure all supply and load lines are tight;

c. check for proper mechanical operation of the transfer mechanism;

d. note settings on timers and assure they are proper for the application;

e. verify phase relays drop out and pick up points, traditionally drop out at 70% and pick up at 90% of rated voltage. Adjust if necessary;

f. attach calibration tag with date and calibration of relays noted; and

g. advise the Contract Manager as to any options he might want to add or change.

3.1.2.13 Engine

a. test rim engine under actual connected load for at least one(1)hour;

b. check for engine noises;

c. check carburetor/injectors for proper adjustments. Correct as necessary;

d. check choke adjustment (where applicable);

e. check engine for excessive smoke;

f. check for air in the induction system;

g. check cylinder head and head gasket;

h. check for excessive blow by;

i. check turbocharger for noise;

j. check prelube pump for proper operation;

k. check engine high idle speed and correct if necessary;

l. check engine low idle speed and correct if necessary;

m. check emergency shutoff for proper operation;

n. check engine for proper operation at rated speed;

o. inspect engine mounting bolts. If bolts are loose, tighten. If bolts are broken, replace;
and

p. check engine-wiring harness for breaks or wear. If wiring harness is broken, repair. If wiring harness is worn, repair and reroute to prevent wear.

3.1.2.14 Testing

- a. while the engine is running under actual connected load, adjust voltage and frequency;
- b. adjust clock exerciser as necessary;
- c. test delay start;
- d. test delay pick-up;
- e. test delay retransfer;
- f. test delay cool down;
- g. test delay transition;
- h. test delay preheat;
- i. calibrate under voltage sensors;
- j. calibrate over voltage sensor;
- k. calibrate generator sensors;
- l. record load per leg;
- m. record voltage per leg;
- n. record frequency;
- o. record oil pressure;
- p. record water temperature;
- q. check battery charging system; and
- r. clean up work area.

3.1.3 Annual Maintenance and Inspections

The Contractor shall provide the following services annually, during the last quarterly maintenance and inspection. This annual inspection shall include all of the requirements of the monthly inspections along with the following additional services.

3.1.3.1. Lubricating System

- a. change engine oil;
- b. change governor oil (where applicable);
- c. change injection pump oil (where applicable);
- d. change oil filter and gaskets;
- e. change oil in crankcase breather (where applicable); and
- f. take oil sample, send to laboratory for analysis. Provide a copy of the report to PTS Data Center Solutions, Inc.

3.1.3.2 Fuel System

- a. lubricate the day tank float switch and manual pump (where applicable);
- b. replace fuel filters;
- c. lubricate carburetor and linkage (where applicable); and
- d. lubricate governor linkage and service air filters.

3.1.3.4 Battery

- a. check specific gravity and load test.

3.1.3.5 Exhaust System

- a. drain condensation where possible; and
- b. check and lubricate heat riser plate.

3.1.3.6 Ignition System

- a. replace plugs (where applicable);
- b. replace points (where applicable);
- c. replace condenser (where applicable);
- d. replace rotor (where applicable);
- e. inspect cap, replace as necessary (where applicable);
- f. lube point cam (where applicable);
- g. lube advance wick (where applicable);
- h. lube upper and lower bearing;
- i. set timing;

- j. inspect and lube mechanical advance (where applicable); and
- k. inspect wires

3.1.3.7 Generator

- a. clean rings and commutator;
- b. lubricate over speed switch;
- c. check diode heat sinks; and
- d. inspect rear bearing.
- e. Megohm test of generator end-Will be done during one of the quarterly visits.

3.1.3.8. Engine running

- a. test Low Oil Pressure safety switch – Record seconds to shutdown;
- b. test High Engine Temperature safety switch – Record seconds to shutdown;
- c. test Over speed safety switch – Record seconds to shutdown;
- d. check prealarms (where applicable);
- e. check overcrank system – Record seconds to shutdown; and
- f. check cycle crankier time – Record seconds of cranking; seconds of rest

3.1.3.9. Accessories

- a. lubricate all hinges, door locks, and snap covers, etc.

3.1.3.10. Load bank Test- Test to be done during a quarterly visit

- a. a two (2) hour resistive Load bank test at full rated KVA of the unit;
- b. a record of all operating systems of the alternator and the engine during the load bank test; and
- c. provide a complete written report of the Load bank test to the respective Contract Manager and City of Lake Worth Beach for each Generator Set

3.1.5 The Contractor shall be responsible for removal of all oil and filters and shall comply with all Federal, State, and local regulations for disposal of hazardous materials.

3.1.6 A weekly inspection will be performed by City of Lake Worth Beach personnel. This inspection will be to check oil, coolant, fuel, batteries, gauges, belts, oil pressure, engine

temperature etc. Liquids will be topped off with Contractor provided supplies. All major problems will be promptly reported to the Contractor.

3.2 Repair and Response Time

3.2.1 Repair of all specified equipment, generator package additional equipment, and any replacement equipment, is the responsibility of the Contractor.

3.2.2 Response time for emergency repairs shall be within four (4) hours from time of notification to the contractor by City of Lake Worth .

3.2.2 Response time for non-emergency repairs shall be within twenty-four (24) hours from time of notification to the Contractor by City of Lake Worth Beach

3.2.3 If an emergency repair cannot be completed within eight (48) hours of response by the Contractor, a portable unit shall be delivered at no additional cost and Customer will be responsible for electrical connections of equipment, should customer elect the rental option or the PREMIUM COMPLETE PROGRAM. All temporary, portable units shall be fully operational and of equitable service capability. All temporary portable units shall be provided to City of Lake worth up until the equipment is repaired and returned to service. If it is determined that repair of customer's unit will not be possible, a portable unit will be dispatched immediately. The PREMIUM PLUS program will only guarantee availability of a temporary generator within six hours for any repairs that would take more than the (48) hours as noted above. Fueling for the rental will be included in the cost of the rental.

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Water Utilities

TITLE:

Agreement with Cummins, Inc. dba Cummins Power South for Repair and Maintenance of the Cummins Generator

SUMMARY:

This Agreement authorizes Cummins, Inc. dba Cummins Power South to provide Annual Service, Maintenance and Repair of the Cummins Generators for five years in the amount not to exceed \$30,449.10 in FY 2023, \$36,445.93 in FY 2024, \$31,909.39 in FY 2025, \$32,672.59 FY 2026 and \$39,225.44 in FY 2027.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth has Seven Cummins Generators. The generators that provide backup power for the Water Utilities are for the RO plant, Booster Stations, part of the wellfield and Master Pump Station. The generator for the Leisure Services Department provides backup power for the Lake Worth Casino.

This agreement authorizes Cummins, Inc. dba Cummins Power South to perform Annual Service, Maintenance and Repair to the seven Cummins Generator for Five (5) years. This is necessary to maintain proper service and operation of the generators should a power outage occur. Cummins, Inc. dba Cummins Power South is the sole provider of parts and service in the state of Florida for these generators.

MOTION:

Move to approve/disapprove the agreement with Cummins Inc. for an amount not to exceed \$30,449.10 in FY 2023, \$36,445.93 in FY 2024, \$31,909.39 in FY 2025, \$32,672.59 FY 2026 and \$39,225.44 in FY 2027.

ATTACHMENT(S):

Fiscal Impact Analysis
Contractor Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$30,449.10	\$36,445.93	\$31,909.39	\$32,672.59	\$39,225.44
Capital	0	0	0	0	0
Net Fiscal Impact	\$30,449.10	\$36,445.93	\$31,909.39	\$32,672.59	\$39,225.44
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Water Utilities
Division	Water Treatment
GL Description	Contractual Services
GL Account Number	402-7022-533-34-50
Project Number	N/A
Requested Funds	\$30,449.10

**PLANNED EQUIPMENT MAINTENANCE AGREEMENT
(Annual Maintenance Service and Inspections of Generators)**

THIS AGREEMENT ("Agreement") is made _____, 2022, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Cummins Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR") with its office located at 3777 Interstate Park Road, Riviera Beach, FL 33404.

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 is in need of a CONTRACTOR to perform annual maintenance services and inspections of the generators; and

WHEREAS, the CONTRACTOR has been maintaining the City's generators successfully for the past five (5) years; and

WHEREAS, CONTRACTOR submitted a proposal to the CITY to continue providing annual maintenance services and inspections of the generators as a sole source provider; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal for CONTRACTOR to render annual maintenance services and inspections of the generators as provided herein; and

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

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

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

1. TERM

1.1 The term of this Agreement shall commence upon approval of the Agreement by the City and shall extend for a period of five (5) years, dependent on the annual appropriation of funds by the City Commission. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the maintenance and inspections of the generators, as more specifically set forth in the CONTRACTOR's proposal attached hereto and incorporated herein as Exhibit "A" (the "Scope of Work").

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

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

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. 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 Scope of Work shall be completed in accordance with the CITY issued Purchase Order, the terms and conditions set forth in the Scope of Work and this Agreement.

2.6 All goods, parts, and components purchased hereunder shall be governed by the express manufacturer's standard warranty period as set forth in CONTRACTOR's quotation and CONTRACTOR's warranty for workmanship shall extend for a period of ninety (90) days beginning on the final day of services rendered (collectively, the "Warranty Term"). If The CITY finds during the Warranty Term following completion of services that any services provided under this Agreement are defective in workmanship or do not conform with the terms set forth in this Agreement ("Non-Conforming Services"), and provides CONTRACTOR notification of Non-Conforming Services within thirty (30) days following discovery by The CITY, then CONTRACTOR shall either correct or re-perform the Non-Conforming Services, at CONTRACTOR's sole cost and expense. **THE WRITTEN WARRANTIES CONTAINED HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTY(IES) RELATED TO ALL GOODS AND SERVICES PROVIDED BY CONTRACTOR AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE; AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED. REPAIR OR REPLACEMENT SHALL BE THE SOLE REMEDY FOR DEFECTS OR ERRORS IN WORKMANSHIP AND/OR MATERIALS.**

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

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

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

CONTRACTOR.

4. SERVICES

4.1 The CONTRACTOR shall provide all services as more specifically set forth in the Scope of Work and this Agreement.

5. FEE AND ORDERING MECHANISM

5.1 This cost of goods and services to be provided by the CONTRACTOR is set forth in the CONTRACTOR's proposal, attached hereto and incorporated herein as Exhibit "A". The costs set forth in Exhibit "A" shall remain fixed for the duration of this Agreement.

5.2 Should the CITY require additional materials or services not included in Exhibit "A", rates and payment for such additional work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional services being provided by the CONTRACTOR.

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

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with Exhibit "A" shall not exceed the amounts set forth in Exhibit "A", and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE

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

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within fifteen (15) days after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any amounts in dispute from the 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 or other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement and paid for by the CITY shall be the exclusive property of the CITY, excluding any existing or possible proprietary information contained therein.

10.2 Notwithstanding the foregoing, any and all property which CONTRACTOR is required to, or does, produce in the performance of or in connection with the Services hereunder including but not limited to data, reports, documents, computer data, photographs, videos, or otherwise (collectively "CONTRACTOR IP") shall be the sole and exclusive property of CONTRACTOR, including any and all copyrightable material contained therein. Nothing in this Agreement shall be deemed "works-made-for-hire" or shall be construed to remit ownership to the CITY unless the parties have entered into a separate design agreement which specifies the ownership thereto. CONTRACTOR hereby grants to the CITY a perpetual, worldwide, royalty-free use license to use the CONTRACTOR IP for its intended business purposes.

11. WRITTEN AUTHORIZATION REQUIRED

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

12. DEFAULTS, TERMINATION OF AGREEMENT

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

mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 In the event the CITY fails to remit payment in accordance with the terms of this Agreement, the CITY shall be in breach of this Agreement and in addition to any and all remedies available to CONTRACTOR, either at law or in equity, may terminate this Agreement without penalty or liability upon ten (10) days' notice to the City.

12.3 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause upon thirty (30) days' prior written notice to CONTRACTOR. 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 demobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13. INSURANCE

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

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

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

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

14. WAIVER OF BREACH

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

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent

permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all third party liability, suit, actions, proceedings, judgments, claims, losses, liens, costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) and damages for damage to persons, including bodily injury, disease, or death, or property damage, and regardless, of whether the allegations are false, fraudulent or groundless, to the extent arising out of or alleged to have arisen out of the negligence or willful misconduct 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. Nothing in this Agreement or otherwise shall require the CITY to indemnify, defend, or hold harmless the CONTRACTOR under this Agreement.

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. LIMITATION OF LIABILITY.

16.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS OR SAVINGS, LOSS OF USE, LOSS OF DATA, OR DOWNTIME) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. EXCEPT FOR THE CONTRACTOR'S OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AS SET FORTH IN PARAGRAPH 15 ABOVE, IN NO EVENT SHALL CONTRACTOR'S TOTAL AND CUMULATIVE LIABILITY EXCEED THE GREATER OF; TWO TIMES THE TOTAL COMPENSATION DUE CONTRACTOR UNDER THIS AGREEMENT; OR (ii) ONE MILLION DOLLARS. BY ACCEPTANCE OF THIS AGREEMENT, THE CITY ACKNOWLEDGES THE SOLE REMEDY FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 This Agreement consists of the terms and conditions provided herein; **Exhibit "A"**; any CITY issued Purchase Orders; and, an amendments to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with any CITY issued Purchase Order(s) 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.

17.2 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.

18. ASSIGNMENT

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

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

19. SUCCESSORS AND ASSIGNS

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

20. OF TRIAL BY JURY

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

21. GOVERNING LAW AND REMEDIES

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

21.2 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.

22. TIME IS OF THE ESSENCE

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

23. NOTICES

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

City Manager
City of Lake Worth Beach
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:

Cummins Inc..3777 Interstate Park Road
Riviera Beach, FL 33404

With a copy to:

Cummins Inc.
301 Market St
Indianapolis, IN 46203

24. SEVERABILITY

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

25. DELAYS AND FORCES OF NATURE

25.1 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 and the CITY each 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. **Special Notice:** As a result of the outbreak of the disease Covid-19 arising from the novel coronavirus, temporary delays in delivery, labor or services from CONTRACTOR and its sub-suppliers or subcontractors may occur. Among other factors, CONTRACTOR delivery obligations are subject to correct and punctual supply from our sub-suppliers or subcontractors, and CONTRACTOR reserves the right to make partial deliveries or modify its labor or service. While CONTRACTOR shall make every commercially reasonable effort to meet the delivery, service or completion obligations set forth herein, such dates are subject to change.

26. COUNTERPARTS

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

27. LIMITATIONS OF LIABILITY

27.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages. There shall be no other limitation of liability under this Agreement.

28. PUBLIC ENTITY CRIMES

28.1 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.

29. PREPARATION

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

30. PALM BEACH COUNTY INSPECTOR GENERAL

30.1 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.

31. ENFORCEMENT COSTS

31.1 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.

32. PUBLIC RECORDS

32.1 CONTRACTOR understands that this Agreement and all associated documents are subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Laws and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

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

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

33. COPYRIGHTS AND/OR PATENT RIGHTS

33.1 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.

34. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

35. FEDERAL AND STATE TAX

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

36. PROTECTION OF PROPERTY

36.1 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.

37. DAMAGE TO PERSONS OR PROPERTY

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

38. SAFETY: ACCIDENT PREVENTION.

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

38.2 It is a condition of this Agreement, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Agreement (if authorized), that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the

contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

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

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

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

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

40. SCRUTINIZED COMPANIES

40.1 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.

40.2 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.

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

40.4 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.

40.5 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.

40.6 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.

41. E-VERIFY

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

40.1. 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;

40.2. 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;

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

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

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

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

42. SURVIVABILITY

42.1 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 Planned Equipment Maintenance (Annual Maintenance Service and Inspections of Generators) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: Cummins Inc.

By: Brian Mestepey

[Corporate Seal]

Print Name: Brian Mestepey

Title: Territory Manager

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 29th day of September 2022, by Brian Mestepey, as the Territory manager [title] of Florida Cummins Inc. a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced personally known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

[Signature]
Notary Public Signature

Notary Seal:



Exhibit "A"

Contractor's Proposal (9 pages)



8/26/2022

CITY OF LAKE WORTH
7 N DIXIE HWY
LAKE WORTH, FL 33460
RE: Planned Maintenance Proposal

Dear Garry E. Baker II,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Brian Mestepey

Brian Mestepey
PEM Territory Manager
Office: (786) 719-7562
Cell: (786) 719-7562
Email: brian.mestepey@cummins.com



Cummins Inc. dba Cummins Sales and Service
 3777 Interstate Park Road
 Riviera Beach, FL 33404
 Phone: (561)840-7281
 Fax: (404) 763-0711

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
CITY OF LAKE WORTH	Name: Garry E. Baker II	Quote Date:	8/26/2022
7 N DIXIE HWY	Phone: 561-586-1713	Quote Expires:	10/25/2022
LAKE WORTH, FL 33460	Cell:	Quote ID:	QT-16757
Customer #: 373460	Fax: (561) 586-1656	Quoted By:	Brian Mestepey
Payment Type: Pay As You Go	E-mail: gabaker@lakeworthbeachfl.gov	Quote Term:	5 Year

Site Name: LAKE WORTH CASINO

(10 S OCEAN BLVD LAKE WORTH FL 33462)

Unit	Month of	Year	1st Service	Service Type	Qty	Sell Price	Extended Price	
GENERATOR UNIT #1 -								
Name: 60KW		1	August	Inspection	3	\$431.20	\$1,293.60	
Make: Cummins		1	February	Full Service	1	\$645.75	\$645.75	
Model: 60.0GGHE		1	February	Loadbank (4 Hrs)	1	\$872.00	\$872.00	
S/N: B120300237							Year 1 Total:	\$2,811.35
Size: 60kW		2	August	Inspection	3	\$441.50	\$1,324.50	
ATS Qty: 1		2	February	Full Service	1	\$662.49	\$662.49	
Notes:		2	February	Loadbank (4 Hrs)	1	\$895.76	\$895.76	
FULL SERVICE AND 4HR LOAD		2	February	Battery	1	\$215.33	\$215.33	
BANK TOGETHER IN FEBRUARY							Year 2 Total:	\$3,098.08
2023. PM INSPECTION STARTING		3	August	Inspection	3	\$452.10	\$1,356.30	
IN AUGUST 2022, NOVEMBER		3	February	Full Service	1	\$679.72	\$679.72	
2022 AND MAY 2023.		3	February	Loadbank (4 Hrs)	1	\$920.23	\$920.23	
							Year 3 Total:	\$2,956.25
		4	August	Inspection	3	\$463.02	\$1,389.06	
		4	February	Full Service	1	\$697.46	\$697.46	
		4	February	Loadbank (4 Hrs)	1	\$945.44	\$945.44	
							Year 4 Total:	\$3,031.96
		5	August	Inspection	3	\$474.27	\$1,422.81	
		5	February	Full Service	1	\$715.75	\$715.75	
		5	February	Loadbank (4 Hrs)	1	\$971.40	\$971.40	
		5	February	Battery	1	\$235.30	\$235.30	
							Year 5 Total:	\$3,345.26

Site Name: LAKE WORTH UTILITIES

(501 COLLEGE ST LAKE WORTH FL 33460)

Unit Name:	Month of	Year	1st Service	Service Type	Qty	Sell Price	Extended Price	
GENERATOR - 100KW								
Make: Cummins		1	August	Inspection	3	\$378.15	\$1,134.45	
Model: DGFA		1	February	Full Service	1	\$765.98	\$765.98	
S/N: H060957625		1	February	Loadbank (4 Hrs)	1	\$901.54	\$901.54	
Size: 100kW							Year 1 Total:	\$2,801.97
ATS Qty: 1		2	August	Inspection	3	\$387.35	\$1,162.05	
Notes:		2	February	Full Service	1	\$786.81	\$786.81	
FULL SERVICE AND 4HR LOAD		2	February	Loadbank (4 Hrs)	1	\$924.39	\$924.39	
BANK TOGETHER IN FEBRUARY								

2023. PM INSPECTION STARTING
IN AUGUST 2022, NOVEMBER
2022 AND MAY 2023.

2	February	Battery	1	\$386.42	\$386.42
				Year 2 Total:\$3,259.67	
3	August	Inspection	3	\$396.82	\$1,190.46
3	February	Full Service	1	\$808.27	\$808.27
3	February	Loadbank (4 Hrs)	1	\$947.92	\$947.92
				Year 3 Total:\$2,946.65	
4	August	Inspection	3	\$406.58	\$1,219.74
4	February	Full Service	1	\$830.38	\$830.38
4	February	Loadbank (4 Hrs)	1	\$972.16	\$972.16
				Year 4 Total:\$3,022.28	
5	August	Inspection	3	\$416.64	\$1,249.92
5	February	Full Service	1	\$853.14	\$853.14
5	February	Loadbank (4 Hrs)	1	\$997.12	\$997.12
5	February	Battery	1	\$422.25	\$422.25
				Year 5 Total:\$3,522.43	

Unit Name: GENERATOR - 275KW
Make: Cummins
Model: DGFC
S/N: O60944376
Size: 275kW
ATS Qty: 1

Year	Month of	Service Type	Qty	Sell Price	Extended Price
1	August	Inspection	3	\$388.30	\$1,164.90
1	February	Full Service	1	\$976.87	\$976.87
1	February	Loadbank (4 Hrs)	1	\$1,092.00	\$1,092.00
				Year 1 Total:\$3,233.77	
2	August	Inspection	3	\$397.80	\$1,193.40
2	February	Full Service	1	\$1,004.03	\$1,004.03
2	February	Loadbank (4 Hrs)	1	\$1,115.76	\$1,115.76
2	February	Battery	1	\$391.65	\$391.65
				Year 2 Total:\$3,704.84	
3	August	Inspection	3	\$407.59	\$1,222.77
3	February	Full Service	1	\$1,032.01	\$1,032.01
3	February	Loadbank (4 Hrs)	1	\$1,140.23	\$1,140.23
				Year 3 Total:\$3,395.01	
4	August	Inspection	3	\$417.68	\$1,253.04
4	February	Full Service	1	\$1,060.83	\$1,060.83
4	February	Loadbank (4 Hrs)	1	\$1,165.44	\$1,165.44
				Year 4 Total:\$3,479.31	
5	August	Inspection	3	\$428.06	\$1,284.18
5	February	Full Service	1	\$1,090.51	\$1,090.51
5	February	Loadbank (4 Hrs)	1	\$1,191.40	\$1,191.40
5	February	Battery	1	\$427.97	\$427.97
				Year 5 Total:\$3,994.06	

Notes:
FULL SERVICE AND 4HR LOAD
BANK TOGETHER IN FEBRUARY
2023. PM INSPECTION STARTING
IN AUGUST 2022, NOVEMBER
2022 AND MAY 2023.

Site Name:MASTER PUMP STATION

(202 GOLF VIEW LAKE WORTH FL 33461)

Unit Name: GENERATOR - 1750KW
Make: Cummins
Model: 1750DQKB
S/N: K050851176
Size: 1750kW
ATS Qty: 1

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	August	Inspection	3	\$531.47	\$1,594.41
1	February	Full Service	1	\$2,883.48	\$2,883.48
1	February	Loadbank (4 Hrs)	1	\$2,892.31	\$2,892.31
				Year 1 Total:\$7,370.20	
2	August	Inspection	3	\$545.27	\$1,635.81
2	February	Full Service	1	\$2,967.84	\$2,967.84
2	February	Loadbank (4 Hrs)	1	\$2,926.58	\$2,926.58

Notes:
FULL SERVICE AND 4HR LOAD
BANK TOGETHER IN FEBRUARY
2023. PM INSPECTION STARTING

IN AUGUST 2022, NOVEMBER
2022 AND MAY 2023.

2	February	Battery	1	\$1,463.31	\$1,463.31
				Year 2 Total:\$8,993.54	
3	August	Inspection	3	\$559.48	\$1,678.44
3	February	Full Service	1	\$3,054.73	\$3,054.73
3	February	Loadbank (4 Hrs)	1	\$2,961.88	\$2,961.88
				Year 3 Total:\$7,695.05	
4	August	Inspection	3	\$574.12	\$1,722.36
4	February	Full Service	1	\$3,144.23	\$3,144.23
4	February	Loadbank (4 Hrs)	1	\$2,998.23	\$2,998.23
				Year 4 Total:\$7,864.82	
5	August	Inspection	3	\$589.20	\$1,767.60
5	February	Full Service	1	\$3,236.41	\$3,236.41
5	February	Loadbank (4 Hrs)	1	\$3,035.68	\$3,035.68
5	February	Battery	1	\$1,599.00	\$1,599.00
				Year 5 Total:\$9,638.69	

Site Name:NORTH BOOSTER STATION

(22ND AVE. & NORTH LAKE WORTH FL 33460)

Unit Name: NORTH BOOSTER - 250KW
 Make: Cummins
 Model: DQDAA
 S/N: H070096898
 Size: 250KW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	August	Inspection	3	\$403.70	\$1,211.10
1	February	Full Service	1	\$944.71	\$944.71
1	February	Loadbank (4 Hrs)	1	\$1,005.00	\$1,005.00
				Year 1 Total:\$3,160.81	

ATS Qty: 0

Notes:
 FULL SERVICE AND 4HR LOAD BANK TOGETHER IN FEBRUARY 2023. PM INSPECTION STARTING IN AUGUST 2022, NOVEMBER 2022 AND MAY 2023.

2	August	Inspection	3	\$414.00	\$1,242.00
2	February	Full Service	1	\$971.24	\$971.24
2	February	Loadbank (4 Hrs)	1	\$1,028.76	\$1,028.76
2	February	Battery	1	\$674.52	\$674.52
				Year 2 Total:\$3,916.52	
3	August	Inspection	3	\$424.60	\$1,273.80
3	February	Full Service	1	\$998.56	\$998.56
3	February	Loadbank (4 Hrs)	1	\$1,053.23	\$1,053.23
				Year 3 Total:\$3,325.59	
4	August	Inspection	3	\$435.52	\$1,306.56
4	February	Full Service	1	\$1,026.70	\$1,026.70
4	February	Loadbank (4 Hrs)	1	\$1,078.44	\$1,078.44
				Year 4 Total:\$3,411.70	
5	August	Inspection	3	\$446.77	\$1,340.31
5	February	Full Service	1	\$1,055.69	\$1,055.69
5	February	Loadbank (4 Hrs)	1	\$1,104.40	\$1,104.40
5	February	Battery	1	\$737.07	\$737.07
				Year 5 Total:\$4,237.47	

Site Name:RO2 WATER PLANT

(301 COLLEGE ST LAKE WORTH FL 33460)

Unit Name: GENERATOR - 2000KW
 Make: Cummins
 Model: 2000.0DQKAB-4963138
 S/N: I100156507

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	August	Inspection	3	\$586.30	\$1,758.90
1	February	Full Service	1	\$3,037.29	\$3,037.29
1	February	Loadbank (4 Hrs)	1	\$3,070.00	\$3,070.00

ATS Qty: 1

Size: 2000kW

Year 1 Total:\$7,866.19

ATS Qty: 1

Notes:
 FULL SERVICE AND 4HR LOAD
 BANK TOGETHER IN FEBRUARY
 2023. PM INSPECTION STARTING
 IN AUGUST 2022, NOVEMBER
 2022 AND MAY 2023.

2	August	Inspection	3	\$601.74	\$1,805.22
2	February	Full Service	1	\$3,126.26	\$3,126.26
2	February	Loadbank (4 Hrs)	1	\$3,109.60	\$3,109.60
2	February	Battery	1	\$1,471.68	\$1,471.68
				Year 2 Total:\$9,512.76	
3	August	Inspection	3	\$617.65	\$1,852.95
3	February	Full Service	1	\$3,217.91	\$3,217.91
3	February	Loadbank (4 Hrs)	1	\$3,150.39	\$3,150.39
				Year 3 Total:\$8,221.25	
4	August	Inspection	3	\$634.04	\$1,902.12
4	February	Full Service	1	\$3,312.30	\$3,312.30
4	February	Loadbank (4 Hrs)	1	\$3,192.40	\$3,192.40
				Year 4 Total:\$8,406.82	
5	August	Inspection	3	\$650.91	\$1,952.73
5	February	Full Service	1	\$3,409.52	\$3,409.52
5	February	Loadbank (4 Hrs)	1	\$3,235.67	\$3,235.67
5	February	Battery	1	\$1,608.14	\$1,608.14
				Year 5 Total:\$10,206.06	

Site Name:SOUTH BOOSTER STATION

(1600 S E ST LAKE WORTH FL 33460)

Unit Name: SOUTH BOOSTER - 250KW
 Make: Cummins
 Model: DQDAA
 S/N: H070096899
 Size: 250kW

Year	Month of 1st Service	Service type	Qty	Sell Price	Extended Price
1	August	Inspection	3	\$414.70	\$1,244.10
1	February	Full Service	1	\$955.71	\$955.71
1	February	Loadbank (4 Hrs)	1	\$1,005.00	\$1,005.00
				Year 1 Total:\$3,204.81	

ATS Qty: 1

Notes:
 FULL SERVICE AND 4HR LOAD
 BANK TOGETHER IN FEBRUARY
 2023. PM INSPECTION STARTING
 IN AUGUST 2022, NOVEMBER
 2022 AND MAY 2023.

2	August	Inspection	3	\$425.00	\$1,275.00
2	February	Full Service	1	\$982.24	\$982.24
2	February	Loadbank (4 Hrs)	1	\$1,028.76	\$1,028.76
2	February	Battery	1	\$674.52	\$674.52
				Year 2 Total:\$3,960.52	
3	August	Inspection	3	\$435.60	\$1,306.80
3	February	Full Service	1	\$1,009.56	\$1,009.56
3	February	Loadbank (4 Hrs)	1	\$1,053.23	\$1,053.23
				Year 3 Total:\$3,369.59	
4	August	Inspection	3	\$446.52	\$1,339.56
4	February	Full Service	1	\$1,037.70	\$1,037.70
4	February	Loadbank (4 Hrs)	1	\$1,078.44	\$1,078.44
				Year 4 Total:\$3,455.70	
5	August	Inspection	3	\$457.77	\$1,373.31
5	February	Full Service	1	\$1,066.69	\$1,066.69
5	February	Loadbank (4 Hrs)	1	\$1,104.40	\$1,104.40
5	February	Battery	1	\$737.07	\$737.07
				Year 5 Total:\$4,281.47	

Year 1 Total:*	\$30,449.10
Year 2 Total:*	\$36,445.93
Year 3 Total:*	\$31,909.39
Year 4 Total:*	\$32,672.59
Year 5 Total:*	\$39,225.44

Total Agreement Amount:* **\$170,702.45**

****Quote does not include applicable taxes***



Cummins Inc. dba Cummins Sales and Service
 3777 Interstate Park Road
 Riviera Beach, FL 33404
 Phone: (561)840-7281

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF LAKE WORTH 7 N DIXIE HWY LAKE WORTH, FL 33460 Customer #: 373460 Payment Type: Pay As You Go	Name: Garry E. Baker II Phone: 561-586-1713 Cell: Fax: (561) 586-1656 E-mail: gabaker@lakeworthbeachfl.gov	Quote Date: 8/26/2022 Quote Expires: 10/25/2022 Quote ID: QT-16757 Quoted By: Brian Mestepey Quote Term: 5 Year

Total Agreement Amount:*

\$170,702.45

**Quote does not include applicable taxes*

Total Agreement Amount Does Not Include Applicable Taxes. Please call 404-763-0151 or Email Southern.PEM@cummins.com for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

Opt out of Automatic Renewal.

Selection Required for Load Bank Test

Readings will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default

- *Combined Annual and 36 Month Load Bank Test, NFPA 110, 8.4.9 The generator set will be loaded to a load factor of not less than 50% of the EPS kW nameplate rating for 30 minutes, load will then be increased to a load factor not less than 75% of the EPS kW nameplate rating for 60 minutes. The remaining 2.5 hours the generator will be loaded to a load factor of not less than 30% of the EPS kW rating for a total run time of 4 continuous hours.
- 30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 180 minutes for a total of 4 continuous hours
- 80% of the EPS nameplate kW rating for 4 continuous hours
- Other – Please Specify _____

Please return signed agreement to:

Cummins Inc
 5125 Hwy 85
 Atlanta, Ga 30349
 Tel #: 404-763-0151

Email: Southern.PEM@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-16757)

Cummins Inc. dba Cummins Sales and Service Approval

Signature: _____

Signature: Brian Mestepey

Date: _____

Date: 09/29/2022

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. PRICING. To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator

Planned Equipment Maintenance

INSPECTION

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Water Utilities

TITLE:

Agreement with Sulphuric Acid Trading Company Inc. to purchase Sulfuric Acid for water treatment

SUMMARY:

This Agreement authorizes the purchase of bulk sulfuric acid for the Reverse Osmosis Water Treatment Plant for potable water treatment process at a cost not to exceed \$84,609 for Fiscal Year 2023.

BACKGROUND AND JUSTIFICATION:

Sulfuric Acid is a necessary chemical used in the reverse osmosis treatment process for pH adjustment and odor control. On August 31, 2022 bids were received for the process chemicals needed for treatment of potable water at the City's reverse osmosis plant. These bids were evaluated by staff, considering unit costs, minimum quantities, and penalties for deliveries below minimum. Sulphuric Acid Trading Company, Inc. is the lowest responsive and responsible bidder.

MOTION:

Move to approve/disapprove an agreement with Sulphuric Acid Trading Company Inc. for an amount not to exceed \$84,609.00 for Fiscal Year 2023.

ATTACHMENT(S):

Fiscal Impact Analysis
Contractor Agreement
Bid Tab

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$84,609.00	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$84,609.00	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Water Utility
Division	Water Utility
GL Description	Operating Supplies / Chemicals
GL Account Number	402-7022-533-52-30
Project Number	N/A
Requested Funds	\$84,609.00

**AGREEMENT FOR GOODS AND SERVICES
(93% Sulfuric Acid)**

THIS AGREEMENT FOR GOODS AND SERVICES (“Agreement”) is made _____, 2022, between the **City of Lake Worth Beach**, Florida, a municipal corporation (“CITY”), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Sulphuric Acid Trading Company, Inc.**, a Florida corporation (“CONTRACTOR”) with its office located at 3710 Corporex Park Drive, Suite 205, Tampa, FL 33619.

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 #22-111 for the procurement of 93% Sulfuric Acid on an as needed basis (“IFB”); and

WHEREAS, CONTRACTOR submitted a bid to provide 93% Sulfuric Acid as described and set out in the IFB; and

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

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

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

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

1. TERM

1.1 The term of this Agreement shall be for one (1) year from the date approved by the CITY. This Agreement may be renewed for four (4) additional one (1) year renewal periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the CITY’s City Commission. The renewal term may be approved by the City Manager. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes supply and delivery of 93% Sulfuric Acid to Lake Worth Beach Water treatment plant on an as needed basis as more specifically set forth in the IFB’s Scope of Work, which is attached hereto as **Exhibit “B”**. Work shall commence upon the issuance of a Purchase Order by the City.

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

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

2.4 All deliveries of the chemicals shall be made within 48-72 hours of the CITY placing the order with CONTRACTOR. In the event of a natural disaster as determined by the CITY, such as a hurricane, and the CITY places an order, such delivery shall be made on a "first priority" basis. Deliveries shall only occur between the hours of 7:00 am to 3:00 pm Monday through Friday.

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

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

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

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

4. MATERIALS

4.1 The CONTRACTOR shall provide all chemicals as more specifically set forth in the IFB.

5. FEE AND ORDERING MECHANISM

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

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

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

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total not to exceed cost to complete the Scope of Work in accordance with the IFB and this Agreement is **Eighty Four Thousand, Six Hundred Nine Dollars (\$84,609.00) per fiscal year**, and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE

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

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

8. AUDIT BY CITY

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

9. COPIES OF DATA/DOCUMENTS

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

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

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

12. DEFAULTS, TERMINATION OF AGREEMENT

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

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

13. INSURANCE

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

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and

personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

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

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

14. WAIVER OF BREACH

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

15. INDEMNITY

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

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

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

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

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

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; **Exhibit "A"**, the Contractor's bid price; **Exhibit "B"**, the IFB's Scope of Work, and the remainder of the IFB

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

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

17. ASSIGNMENT

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

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

18. SUCCESSORS AND ASSIGNS

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

19. 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 all respects under this Agreement.

22. NOTICES

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

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

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

Sulphuric Acid Trading Company, Inc.
Brent Shonka, General Manager
3710 Corporex Park Drive, Suite 205
Tampa, FL 33619

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.

25. COUNTERPARTS

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

26. LIMITATIONS OF LIABILITY

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

27. PUBLIC ENTITY CRIMES

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

28. PREPARATION

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

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

31. PUBLIC RECORDS

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

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

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

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of

this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

34. FEDERAL AND STATE TAX

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

35. PROTECTION OF PROPERTY

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

36. DAMAGE TO PERSONS OR PROPERTY

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

37. SAFETY: ACCIDENT PREVENTION.

37.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

37.2 It is a condition of this Agreement, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Agreement (if authorized), that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health

standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

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

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

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

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

39. SCRUTINIZED COMPANIES

39.1 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.

39.2 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.

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

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

39.5 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.

39.6 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.

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

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

41. SURVIVABILITY

41.1 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 (93% Sulfuric Acid) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

SULPHURIC ACID TRADING COMPANY, INC.

By: Brent Shonka

[Corporate Seal]

Print Name: Brent Shonka

Title: General Manager

STATE OF Florida)
COUNTY OF Hillsborough)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 7th day of October 2022, by Brent Shonka, as the general manager [title] of Sulphuric Acid Trading Company, Inc., a Florida 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.



Kathryn Bain
Notary Public Signature
Notary Seal:

Exhibit A
CONTRACTOR'S PRICE BID

IFB # 22-111
93% SULFURIC ACID

SCHEDULE OF UNIT PRICES

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

Item	Description	Unit of Measure	Annual Usage	Unit Price	Annual Extended
	93% Sulfuric Acid		35,000 Gal		
	Full Truckload Price	1 Gal		\$2.4174 /Gal	\$84,609.00 /Gal
	Partial Truckload Price	1 Gal		\$2.4174 /Gal	\$84,609.00 /Gal

Name of Bidder: Sulphuric Acid Trading Company, Inc.

Address: 3710 Corporex Park Drive, Suite 205, Tampa ST FL Zip 33619

Phone: (813) 225-2000 Email: satco@satcoinc.net

Print Name: Brent Shonka Title: General Manager

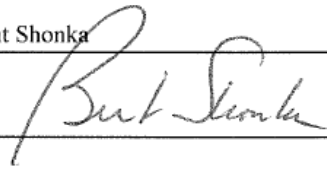
SIGNATURE:  Date: August 26, 2022

Exhibit B
IFB Scope of Work

1. **Delivery Location(s)**. The City currently requires delivery of 93% Sulfuric Acid at the below address. The selected bidder understands, acknowledges, and agrees that the City may elect to add, remove, or revise delivery locations in the future.

Delivery Address: R/O WATER PLANT, 301 COLLEGE STREET, LAKE WORTH BEACH, FL 33460

Contractor shall comply with any and all applicable Federal, State, County, City regulations surrounding delivery and handling requirements.

2. **Delivery and Order Fulfillment**. Delivery shall be successfully completed within 48-72 hours of order placement or as stated by the ordering location. Pertinent and specific delivery details shall be communicated at time of order placement.

The contractor shall be responsible for pumping the 93% Sulfuric Acid into the City's storage tank(s) at the delivery site (City-owned property). Additionally, the contractor shall be responsible for supplying all required tools and equipment to safely and efficiently offload the 93% Sulfuric Acid.

The contractor shall be solely responsible for all spills resulting from the failure of its, or its subcontractor's, equipment or delivery personnel proper performance of their duties. Contractor's delivery personnel, or contracted courier, shall routinely inspect and observe the offloading operations.

Contractor is required that before, during, and after a public emergency, disaster, hurricane, flood, or Act of God that the municipal government, through the City, shall require a "first priority" basis for goods and services. It is vital and imperative that the citizens are protected from any situation that threatens public health and safety.

Time of Delivery: Monday through Friday 7:00 AM to 3:00 PM; exceptions can be made for emergencies. The City currently has deliveries approximately every 1.5 months at 3,200 gallons. The quantities and frequency are approximate and City reserves the right to make changes at no additional cost to the City.

3. **Quantities**. Quantities specified are based on annual estimates. Prices and quantities are to be quoted based on gallons, NOT weight. There shall be no minimum order requirements. Product shall be delivered in thoroughly cleaned tank trucks. The City of Lake Worth Beach reserves the right to order in quantities less than a tanker load (LTL).

4. **Delivery & Invoice Documentation**. The City requires all shipments be accompanied by a packing list or bill of lading stating, at a minimum, a description of the product and quantity. Shipments shall bear warning labels as specified by USDOT regulations. Invoices shall contain, at a minimum, the City Purchase Order number, delivery date, quantity, product description, price, and unique invoice number.

Delivery Reports:

A certified report from the manufacturer shall be submitted for each Sulfuric Acid delivery to the City of Lake Worth Beach. The report shall contain the following data:

- A. Date & Time of Manufacture
- B. Percent by weight of:

1. Strength in %
2. Iron (ppm)
3. NSF/ANSI Standard 60 Certification
4. Quantity in Gallons
5. Quantity in pounds

C. Specific Gravity (Referenced to a temperature)

No deliveries will be accepted by the City of Lake Worth Beach unless accompanied by said certified laboratory report for the specific batch of 93% Sulfuric Acid delivered showing the above data and that it conforms to the required specifications.

5. Quality Assurance (QA) & Returned Goods. The successful bidder shall be solely responsible for ensuring that the 93% Sulfuric Acid is the correct quantity and that it meets all the specifications outlined in the Bid document. Deliveries that do not meet bid and purchase order specifications and requirements, including quality standards, shall be subject to delivery refusal and return to the vendor, at the expense of the vendor. No costs will be incurred by the City.

6. Material Safety Data Sheet (MSDS) and Safety Compliance. A current Material Safety Data Sheet (MSDS) must be submitted for each applicable item within seven (7) calendar days of notification of award and with each shipment. The successful bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA and its amendments).



City of Lake Worth Beach
IFB 22-111 93% Sulfuric Acid
Bid Tab

ITEM #	DESCRIPTION	QTY	UNIT	Sulphuric Acid Trading Company Inc.		Shrieve Chemical Company LLC	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	93% SULFURIC ACID	35,000	full truckload	\$2.4174	\$ 84,609.00	\$2.51	\$87,850.00
		35,000	partial truckload	\$2.4174	\$ 84,609.00	\$2.92	\$102,200.00
Bid Form (B1)				submitted		submitted	
Minimum Qualifications (B2)				submitted		submitted	
Bid (B3)				submitted		submitted	
Schedule of Unit Prices (B4)				submitted		submitted	
Substitution Sheet (B5)				submitted		submitted	
Schedule of Subcontractors (B6)				submitted		submitted	
Manufacturer Verification Form (B7)				submitted		submitted	
List of References (B8)				submitted		submitted	
Affidavit Non-collusion (B9)				submitted		submitted	
Drug Free Workplace Certification (B10)				submitted		submitted	
Campaign Contribution Statement (B11)				submitted		submitted	
Scrutinized Companies Certification Form (B12)				submitted		submitted	
Veteran Business Enterprise, Small Business and/or Local Business Preference Claimed (B13)				n/a		n/a	
Manufacturer Data sheet				submitted		submitted	

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Water Utilities

TITLE:

Authorizing the purchase of water meter encoders from The Avanti Company

SUMMARY:

Authorization to purchase City's water meter encoders from The Avanti Company for inventory for Fiscal Year 2023 in the amount not to exceed \$75,000.00.

BACKGROUND AND JUSTIFICATION:

The Water Utilities Department provides and installs all water meters up to 2-inch water services within the water utility service area. The meters are purchased from Badger Meter and require the water meter encoder to provide the usage reading via radio, as part of the Advanced Metering Infrastructure. The water meter encoder is called Itron and is provided by The Avanti Company as the sole source vendor in Florida. These Itrons will enable the city staff to continue installing water meters for new construction as well as upgrading and replacing meters in the Utility Service Area. Itrons will be purchased as needed for inventory demand with Badger Meters.

MOTION:

Move to approve/disapprove purchase of water meter encoders from The Avanti Company in an amount not to exceed \$75,000.00 for Fiscal Year 2023.

ATTACHMENT(S):

Fiscal Impact Analysis
Itron Sole Source Letter
Quote

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0

Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$75,000	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$75,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

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

Contract Award - Existing Appropriation	
	Expenditure
Department	Water
Division	Distribution
GL Description	Repair/Maint Services / Meters/Lines
GL Account Number	402-7034-533.46-60
Project Number	N/A
Requested Funds	\$75,000



Electric / Gas / Water
Information collection, analysis and
application

2111 N. Molter Rd., Liberty Lake, WA 99019
509.924.9900 Tel 509.891.3355 Fax
www.itron.com

August 5, 2022

Mr. Chris Walker
City of Lake Worth Beach
301 College Street
Lake Worth, FL 33460

Dear Mr. Walker:

Please accept this letter as confirmation that City of Lake Worth Beach is serviced by The Avanti Company, a certified Itron Channel Partner. They are Itron's sole source provider to the City for sale of Itron's water portfolio for AMR and AMI products.

If you have any questions, or if I can provide any further information, please feel free to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "Tracy Wright", enclosed within a blue oval scribble.

Tracy Wright
Channel Sales Manager



Quote # JP-080522-0103

Quotation

22 South Lake Avenue
 Avon Park, FL 33825-3902
www.avanticompany.com

Toll Free: 1-800-284-5231
 Fax: 863-453-0085
 E-Mail: info@avanticompany.com

Date 08.05.22

Terms Net 30 days

Prices FOB Factory

Delivery TBD

Phone # 561.586.1719

Fax # _____

Reference # _____

To: Chris Walker
 City of Lake Worth Beach
 1900 2nd Ave N
 Lake Worth Beach, FL 33461

cwalker@lakeworthbeachfl.gov

We are pleased to quote the following:

Item	Quantity	Description	Unit Price	Total
A	1	100W+, Encoder with Integral Connector & Antenna Connector P/N ERW-1300-402 24 units per box	\$95.00	\$2,375.00
B	1	100W/500W Through the lid remote mount antenna kit P/N CFG-0900-003 12 units per box	\$72.25	\$867.00
**Price does not include freight charges				

Quoted By: _____

(Jerry Prokes) / Accepted By: _____

Prices quoted above are current prices in effect and are subject to acceptance within 30 days from the above date, and are firm on an order resulting from this quote scheduled to ship within 60 days from date of order entry. All items quoted will be produced in strict accordance to any Government Regulation in effect including Fair Labor-Standards Act, OSHA, and Equal Employment Opportunity Executive orders. Delivery schedules are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control.

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Water Utilities

TITLE:

Authorizing the purchase of water meters from Badger Meter

SUMMARY:

Authorization to purchase City's water meters from Badger Meter for inventory for Fiscal Year 2023 in the amount not to exceed \$120,000.00.

BACKGROUND AND JUSTIFICATION:

The Water Utilities Department provides and installs all water meters up to 2-inch water services within the water utility service area. The City purchases water meters from Badger Meters for consistency in the system and for efficiency of operations and maintenance. Badger Meters is the sole source vendor in Florida for these meters. These new meters will enable Water Distribution staff to continue installing water meters for new construction, as well as upgrading and replacing the meters in Water Utility service area. Meters will be purchased as needed for inventory demand.

MOTION:

Move to approve/disapprove purchase of water meters from Badger Meter in an amount not to exceed \$120,000.00 for Fiscal Year 2023.

ATTACHMENT(S):

Fiscal Impact Analysis
Badger Meter Sole Source Letter
Quote

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$120,000	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$120,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

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

Contract Award - Existing Appropriation		
	Expenditure	
Department	Water	
Division	Distribution	
GL Description	Repair/Maint Services / Meters/Lines	
GL Account Number	402-7034-533.46-60	
Project Number	N/A	
Requested Funds	\$120,000	



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

August 27, 2021

Chris Walker
City of Lake Worth Beach
1900 2nd Ave. North
Lake Worth Beach, FL 33461

RE: Sole Source Letter

Dear Mr. Walker:

This correspondence confirms that Badger Meter is the sole authorized distributor of Badger Meter utility products including Recordall® water meters, and E-Series® Ultrasonic meters.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 ext. 16229 or via email at bids@badgermeter.com.

Sincerely,

BADGER METER, INC.

A handwritten signature in black ink, appearing to read 'Jennifer A. Awah-Manga'.

Jennifer A. Awah-Manga
Assistant Secretary

4545 W Brown Deer Road Milwaukee WI 53223
 PO Box 245036 Milwaukee WI 53224-9536
 Phone: 800-876-3837 Fax: 888-371-5982

Created Date 08-09-2022

To
Customer ID 00090762

LAKE WORTH BEACH WATER UTILITIES
 ATTN: ACCOUNTS PAYABLE7 NORTH DIXIE HIGHWAY
 LAKE WORTH
 Florida 33460

Effective Dates 08-09-2022 - 09-30-2023

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
007260 Angela Phillips	2022 - 2023 Lake Worth Beach Disc Meter Proposal	PREPAY/NO CHARGE For SHIPMENTS > \$35,000 FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 100-6459 Cat String: DS-BAB-PP1P-XXD3-Y2-M1CC-2B1X1-8BE-NN-XX-CF-XX-B0A Description: Disc, M25 5/8"(3/4x7-1/2), PL Btm 430SS-1, PL, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-0.1 Gal, SN YR 9D in & out, ILC-5ft, BMI STD,	1	133.83	133.83
2	BMI Part No.: 100-7150 Cat String: DS-JCA-PB1P-XXD3-Y2-M1CC-2B1X1-8BE-NN-XX-CF-XX-B0A Description: Disc, M55 1"(10-3/4), Brz Btm 430SS-1, PL, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-0.1 Gal, SN YR 9D in & out, ILC-5ft, BMI STD, 4 PACK,	1	232.41	232.41
3	BMI Part No.: 100-7005 Cat String: DS-NDB-PFAS-XXD3-Y2-M1CC-2B1X1-8CE-NN-XX-CF-XX-B0A Description: Disc, M120 1-1/2"-ELL Dr w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-1 Gal, SN YR 9D in & out, ILC-5ft, BMI STD, 1 PACK,	1	478.87	478.87
4	BMI Part No.: 102-8717 Cat String: DS-NDH-PFAS-XXD3-Y2-M1CC-2B1X1-8CE-NN-XX-CF-XX-B0A Description: Disc, M120 1-1/2"-Hex w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-1 Gal, SN YR 9D in & out, ILC-5ft, BMI STD,	1	478.87	478.87

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
 This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
 Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
5	BMI Part No.: 100-6881 Cat String: DS-REB-PFAS-XXD3-Y2-M1CC-2B1X1-8CE-NN-XX-CF-XX-B0A Description: Disc, M170 2"-ELL Dr w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-1 Gal, SN YR 9D in & out, ILC-5ft, BMI STD, 1 PACK,	1	678.83	678.83
6	BMI Part No.: 102-8719 Cat String: DS-REH-PFAS-XXD3-Y2-M1CC-2B1X1-8CE-NN-XX-CF-XX-B0A Description: Disc, M170 2"-Hex w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-1 Gal, SN YR 9D in & out, ILC-5ft, BMI STD,	1	678.83	678.83

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

Actual lead time to be provided at time of order.

To aid in processing your order, please include the Quote number on the PO that is submitted for this proposal.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

If you would like to place an order, please contact us at Utilityorders2@badgermeter.com or by calling 1-800-876-3837.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review. This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>. Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Electric Utility

TITLE:

First Amendment to Agreement with Stuart C. Irby Company for the purchase and delivery of underground cable

SUMMARY:

First Amendment to Agreement with Stuart C. Irby Company for the purchase and delivery of underground cable for the City's Electric Utility under City of Lake Worth Beach solicitation (IFB# 22-106). The first Amendment seeks to add an additional order of underground cable in an amount not to exceed \$860,500. Materials purchased under this agreement are essential elements of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB 22-106) seeking bids from qualified vendors for the supply of Underground Cable for Electrical Distribution Systems. Stuart C. Irby was the only vendor to bid and was found to be the most responsive and responsible bidder and was recommended for the award. The City issued its first Purchase Order under the Agreement for an amount not to exceed \$516,300 in July 2022. This First Amendment to the original Agreement seeks to add an additional order in an amount not to exceed \$860,500, per Section 5.2 of the original Agreement.

The City is currently implementing the Electric Utility System Hardening and Reliability Improvement Program (SHRIP). As part of this project, old underground cables are replaced as needed to improve system reliability and storm resiliency. Wire and cables purchased under this agreement will be utilized for both Capital and Operations & Maintenance projects and will be charged out to the projects accordingly.

MOTION:

Move to approve/disapprove First Amendment to Agreement with Stuart C. Irby for the purchase and delivery of underground cable at a cost not to exceed \$860,500.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	\$860,500	0	0	0	0
Net Fiscal Impact	\$860,500	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric
Division	Transmission & Distribution
GL Description	Improve Other Than Build
GL Account Number	421-6034-531.63-15
Project Number	SH2223
Requested Funds	\$860,500

**FIRST AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES
(Cable for Electrical Distribution System)**

THIS FIRST AMENDMENT (“Amendment”) to the Agreement for Goods and Services (“Agreement”) is made on this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation (“CITY”) with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Stuart C. Irby Company**, a corporation authorized to do business in the State of Florida with its principal office located at 815 Irby Dr. Jackson, MS 39201 (“CONTRACTOR”).

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

WHEREAS, on July, 12, 2020 the CITY and CONTRACTOR entered into the Goods and Service Agreement for the CONTRACTOR to provide Cable for the Electric Distribution System to the CITY (“Agreement”); and

WHEREAS, the CITY has identified that an additional 50,000 ft annually of a cable needs to be added; and

WHEREAS, the CITY finds entering this Amendment 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. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Fee.** The City and CONTRACTOR agree to add an additional 50,000 ft for the Electrical Distribution System (estimated up to 80,000 ft annually)
3. **Maximum Costs.** The total costs to be paid by the CITY to the CONTRACTOR shall not exceed \$1,376,800.00 annually. (One Million Three Hundred Seventy-Six Thousand, Eight Hundred Dollars).
4. **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.
5. **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 via facsimile, email or electronically and such signature is as valid as the original signature of such party.

IN WITNESS WHEREOF the parties hereto have made and executed this First Amendment for Goods and Services Cable for Electrical Distribution System on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Irby Utilities**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2022, by _____, as the _____ [title] of **Stuart C. Irby Company** a corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Electric Utility

TITLE:

Work Order No. 5 with Wilco Electrical LLC., to complete undergrounding of the 6003 & 6004 Feeders at Canal Substation

SUMMARY:

Work Order No. 5 authorizes Wilco Electrical LLC., to complete construction services associated with the undergrounding of the 6003 & 6004 Feeders at the Canal Substation in the amount not to exceed \$338,895. 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:

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

To facilitate construction of the new 138kV Canal Transmission Yard, Canal 8-Bay Distribution Substation and the two (2) new FP&L 138kV transmission lines, the 6003 and 6004 feeders will require relocation. The 6003 and 6004 feeders currently bisect the substation north to south and will impede construction of the proposed upgrades.

The undergrounding of the 6003 & 6004 feeders has been incorporated in the scope of work for the proposed site upgrades and utility relocation plan. The 6003 & 6004 feeders will be placed underground in conduit and will provide a tie-point for the new feeders once the new Canal 8-Bay Distribution Station is completed.

The undergrounding of the 6003 & 6004 feeders will be coordinated with the construction of the new 138kV Transmission Yard and civil site work which includes on-site drainage, drainage structures and a dry-retention basin.

MOTION:

Move to approve/disapprove Work Order No. 5 with Wilco Electrical LLC., to complete undergrounding of the 6003 & 6004 Feeders at Canal Substation in the amount not to exceed \$338,895.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order No. 5

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	338,895	0	0	0	0
Net Fiscal Impact	338,895	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Transmission
Division	Distribution
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-5316315
Project Number	SH2131
Requested Funds	338,895

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
WORK ORDER NO. 5
Undergrounding of 6003 & 6004 Feeders at Canal Substation**

THIS WORK ORDER for System Hardening and Reliability Improvements ("Work Order" hereafter) is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Wilco Electrical LLC.**, a Florida corporation ("Contractor").

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: **Undergrounding of 6003 & 6004 Feeders at Canal Substation** (the "Project"). The Project is more specifically described in the proposal prepared by Wilco Electrical LLC. dated October 3rd, 2022 and the plans prepared by Power Engineers dated 7/26/2022 attached hereto and incorporated herein as Exhibit "1".

2.0 Scope

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

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **120** calendar days from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **150** calendar days from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City **\$100** dollars (\$100 .00) for each day that expires after the time specified in this Work Order.

4.0 Compensation

This Work Order is issued for a not to exceed amount of \$ 338,895.00. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: City will provide 35kV 1000 MCM AL cable, cable splice kits and complete terminations.

5.0 Project Manager

The Project Manager for the Contractor is Ryan Ouellette, phone: 772-341-3042; email: RyanO@wilcollc.com; and, the Project Manager for the City is Ashley Sirdar, phone: 561-586-1694; email: asirdar@lakeworthbeachfl.gov

6.0 Progress Meetings

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

7.0 Contractor's Representations

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

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

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

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

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

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

8.0 Warranty

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

7.0 Authorization

This Work Order is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated **May 15, 2018** ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have made and executed this Work Order to the System Hardening and Reliability Improvements Agreement as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

Wilco Electrical LLC.

[Corporate Seal]



By: _____
Print Name: Thomas Nemic
Title: PRESIDENT

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 7th day of October, 2022, by THOMAS NEMIC, who was physically present, as PRESIDENT (title), of The Wilco Electrical LLC., A Florida Corporation, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

LEESA PFEUFFER
Print Name: Leesa Pfeuffer
My commission expires: 11-21-24

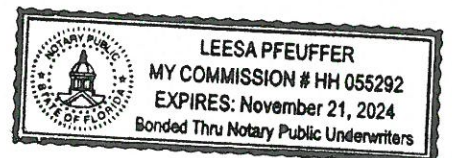


EXHIBIT "1"
Contractors Proposal

Wilco Electrical llc
 430 Business Park Way
 Royal Palm Beach, Fl 33411

Estimate

Date	Estimate #
10/3/2022	Canal Sub

Name / Address
City of Lake Worth Attn: Finance Department 7 North Dixie Highway Lake Worth, Fl 33460

			Project
Description	Qty	Rate	Total
Installation of underground utility project from plans dated 7/26/2022 and named 25KV Canal Substation Relocation. Includes the installation of HDPE pipe via directional boring and open trench, setting of concrete products, and pulling of cable. Wilco to provide bore pipe and concrete products. City to provide all equipment, cable, and terminations	1	338,895.00	338,895.00
		0.00	0.00
		Total	\$338,895.00

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Electric Utility

TITLE:

Third Amendment to Agreement with KVA, Inc., for the Canal Distribution Substation Prefabricated Control House

SUMMARY:

Third Amendment to Agreement with KVA, Inc., authorizes KVA to provide a Prefabricated Control House for the Canal Distribution Substation at a cost not to exceed \$948,747. 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:

The City issued a Request for Proposals (RFP 20-204) from qualified entities to design and fabricate up to six (6), single-story, single-module, concrete equipment relay vaults. KVA, Inc., was determined to be most responsive and responsible bidder. The term of the Agreement is for three (3) years, with (3) single-year extension options.

This amendment is to allow for the not to exceed value of the contract to be raised in order to purchase the control house for the new 8-bay distribution station at Canal. This building will be equipped with the latest protection and communications equipment to increase the reliability and capability compared to the existing station. The house is a turnkey project and includes the purchase of all protective devices, communications equipment, paneling, wiring, building, final assembly, and delivery.

MOTION:

Move to approve/disapprove Third Amendment to Agreement with KVA, Inc., d/b/a KVA Power Protection & Control, for a prefabricated control house at a cost not to exceed \$948,747.

ATTACHMENT(S):

Fiscal Impact Analysis
Third Amendment

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	\$948,747	0	0	0	0
Net Fiscal Impact	\$948,747	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

New Appropriation Fiscal Impact:

Contract Award - Existing Appropriation	
	Expenditure
Department	Transmission
Division	Distribution
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	SH2113
Requested Funds	\$948,747

**THIRD AMENDMENT TO GOODS AND SERVICES AGREEMENT
(Substation Prefabricated Control House)**

THIS THIRD AMENDMENT ("Third Amendment") to the Agreement for Goods and Services Substation Prefabricated Control house is made as of _____, 2022, by and between the **City of Lake Worth Beach, Florida**, a ("CITY") and **KVA, Inc., dba KVA Power Protection & Control** ("CONTRACTOR"), with its principal office located at 1700 Victor Hill Rd. Duncan, SC 29334.

WHEREAS, on August 25, 2020, the CITY and CONTRACTOR entered into the Goods and Service Agreement for CONTRACTOR to provide Substation Prefabricated Control House to the CITY ("Agreement"); and

WHEREAS, the Agreement is for the CONTRACTOR to design and fabricate up to six (6) units and these additional units may have updated specifications and be in different sizes to maintain the CITY's standards; and

WHEREAS, on September 28, 2021, the CITY and the CONTRACTOR signed the First Amendment to fabricate the second unit; and

WHEREAS, on June 16, 2022, the CITY and the CONTRACTOR signed the Second Amendment to fabricate the third unit; and

WHEREAS, the CONTRACTOR has provided a proposal for the fourth unit which is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the CITY finds the proposal to be acceptable; and

WHEREAS, the CITY and CONTRACTOR desire to increase the total maximum cost to be paid by the CITY under this Third Amendment to a not to exceed amount of \$863,747.00 (Eight Hundred Sixty-Three Thousand, Seven Hundred Forty-Seven Dollars) and a contingency amount of no more than \$85,000 (Eighty-Five Thousand Dollars); 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. **Amount Not To Exceed.** The maximum not to exceed amount for the third unit to be purchased under the Agreement and by this Amendment is \$863,747.00 (Eight Hundred Sixty-Three Thousand, Seven Hundred Forty-Seven Dollars). Since additional items and costs may be necessary to complete the scope of work identified in the CONTRACTOR's proposal, the CITY's Electric Utility Director or designee is authorized a contingency amount of no more than \$85,000 (Eighty-Five Thousand Dollars) to complete the scope identified in the CONTRACTOR's proposal. Use of the contingency amount must be pre-approved in writing by Electric Utility Director or designee before any additional costs are added to the CONTRACTOR's proposal and before the CITY is responsible or liable for payment of any sums from the contingency amount to the CONTRACTOR.

3. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement (as previously amended) and this Third 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 Third 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 previously amended and amended herein) remain in full force and effect.

4. **Counterparts.** This Third 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 Third Amendment via facsimile, email, or electronically and such signature is as valid as the original signature of such party.

Remainder of this page intentionally left blank – signature page follows

IN WITNESS WHEREOF, the parties hereto have made and executed this THIRD Amendment to the Good and Service Agreement for Substation Prefabricated Control House on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director



[Corporate Seal]

KVA, INC.

By: Gresham Barker

Print Name: Gresham Barker

Title: DIRECTOR - BUSINESS DEVELOPMENT

STATE OF South Carolina
COUNTY OF Stanly

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 18 day of October 2022, by Gresham Barker, as the Director - Business PG [title] of KVA, Inc, a Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced Drivers License as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

[Signature]
Notary Public Signature

Notary Seal:

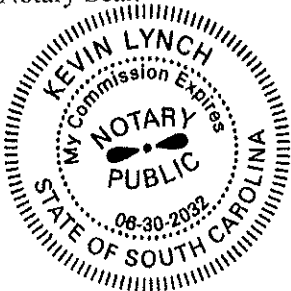


Exhibit "A"
(Contractor's Proposal 23 pages)

Exhibit "A"
(Contractor's Proposal 23 pages)



Revision 2
PROPOSAL
City of Lake Worth Beach
Electric Utilities
Canal Distribution Substation

Prepared for City of Lake Worth Beach Electric Utilities

October 4, 2022

KVA Quote # 11901R2



KVA Inc.
864.801.4430
info@kva-emc.com
www.kva-emc.com



Scope of Work: To provide (1) Control House and (7) Relay Control Panels and equipment fabricated, assembled, wired, tested, and delivered in accordance with the City of Lake Worth Beach Electric Utilities.

1) Canal Distribution Substation

A) Pricing for (1) Control Enclosure, (7) Relay panels and equipment.

RACK 1	\$ 28,072.00
RACK 2	\$ 35,304.00
RACK 3	\$ 35,304.00
RACK 4	\$ 46,454.00
RACK 5	\$ 31,241.00
RACK 6	\$ 23,478.00
RACK 7	\$ 51,809.00

TOTAL PRICE FOR Control House relay panels and equipment.....\$ 863,747.00

B) Delivery will be 43-45 weeks after the receipt of a Purchase order and approved final engineering drawings and information. Due to current supply chain lead times, the above-mentioned delivery may be delayed. The ATS has a 40-week Leadtime.

*****Due to market-wide material supply chain challenges, KVA, Inc. submits this proposal valid for 30 days. If purchase order(s) are received after 30-days from dated proposal, KVA, Inc. reserves the right to issue updated quote(s) prior to acceptance of purchase order(s), which are consistent with market pricing and delivery timeframes at time of receipt. *****

Clarifications: On-Site Services

- VFP/KVA will attach the control building to the customer furnished foundation.
- VFP/KVA will reinstall all provided items that were removed for shipment.
- KVA will make interconnections and final wiring terminations.
- Crane Offloading is included and is based on free and clear access to the jobsite

Bill of Material for Panel A1:

Component	STYLE #	Manufacturer	Qty
Relay panel Grey & White		KVA	1
Schweitzer; Type 487B-1 Relay, 1 125/250Vdc Power Supply, 1 Primary DC Monitor, 100 Card Slot has 8 Outputs including 3 Form-C Outputs, Add 200 B Slot with 8 Outputs including 6 High Speed Outputs, Add 300 B Slot with 8 Outputs including 6 High Speed	0487B1X6X52XC1XE8PPXXX	SEL	1



Outputs, Enhanced Front Panel with 24 Target LEDs, 12 Operator Control Pushbuttons, and Tri-Color LEDs, 3 AC Voltage Inputs, 21 AC Current Inputs, 2 10/100 BASE-T Ethernet Ports and 3 EIA-232 Serial Port , seven rack units high. (487B-1)			
SecuControl ST Switch, 10 Pole, 2 Potential, 8 Current Shorting (TD1, TD2, TD3, TD4, TD5, TD6)	STSA10023AA	SecuControl	6
SecuControl ST Switch, 10 Pole, All Potential. (TD7, TD8, TD9)	STSA10002AX	SecuControl	3
SecuControl 19" Panel slot covers, ANSI Grey, 3U, 3-10 Pole cuts	FTX3UA101010G	SecuControl	3
Cover plates for FTX3UA101010G	FTBC10AG	SecuControl	6
Spare Disconnect Pins 10% (1 full set of extra points comes with each switch)		SecuControl	0
125VDC, SEL-9510 Control Switch Module, Green-Open, Red-close, with guards, configurable labels	951031B2	SEL	2
19" Rack Mounting Panel - 2U, Two SEL-9510 Cutout	915900113	SEL	1
Eaton FAZ Series, DIN rail type, 10 ampere, 125VDC minimum rating	FAZC10/1SP	EATON	2
Eaton FAZ Series, DIN rail type, 5 ampere, 125VDC	FAZC5/1SP	EATON	1
States; Terminal Block 24-point Type NT sliding Link point. (A, B, C, E, F, G)	M-25024	States	6
States; Terminal Block NT Type, 6 point. (D, H)	M-25006	States	2
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHOENIX	2
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHOENIX	2
Phoenix; E/NS 35 N End Clamp	800886	PHOENIX	4
Phoenix; D-UDK 4 End Cover	2775113	PHOENIX	4



Phoenix; UDK4 Terminal Block (1-180)	2775016	PHOENIX	180
Phoenix: ZB6 White Number Strip Label, mount on both sides of block, printed vertically with sequential numbers (1-300)	1051029	PHOENIX	4
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....) 1051210 is obsolete - Phoenix suggests a custom label # 0824992	824992	PHOENIX	4
Phoenix: End Cap 35 x 7.5, NS 35/7.5 Cap, installed on both ends of din rail	1206560	PHOENIX	4
Abbatron/H.H. Smith; binding post, Black hex head, 10-32, gold plated.	257-103	H.H. Smith	2
Abbatron/H.H. Smith; binding post, green hex head, 10-32, gold plated.	257-104	H.H. Smith	1
Ground Bar	Ground Bar	KVA	1

Bill of Material for Panel A2:

Component	STYLE #	Manufacturer	Qty
Relay panel Grey & White		KVA	1
Schweitzer: Type 487E, Current Differential Relay with breaker failure, 5 three-phase restraint current inputs, 3 independent neutral inputs, 2 three-phase voltage inputs, 125Vdc, 5-amp current inputs, conventional terminal blocks, 15 standard form "a" outputs, 5 standard form "c" outputs, 8 fast hybrid form "a" outputs, 3 hybrid high-current interrupting outputs, 13 independent inputs and 2 common contact inputs, seven rack units high, (487E)	0487E3X411XXC1X4H684XXX	SEL	1



Schweitzer; Type 451, Overcurrent Relay, 125Vdc, Five Amp current inputs, Screw Terminal Blocks, P-B: 4 high-speed high-current outputs, 24 opto-isolated inputs, P-C: 13 high-speed high-current outputs, 8 opto-isolated inputs, 2 common contact inputs, Two 10/100BASE-T, 5RU, rack mount. (451)	04515615XC1X4H7B474XX	SEL	1
SecuControl ST Switch, 10 Pole, All potential. (TD8, TD9)	STSA10002AX	SecuControl	2
SecuControl ST Switch, 10 Pole, 2 Potential 8 Current Shorting Links, (TD1, TD2, TD3, TD4, TD5, TD6)	STSA10023AA	SecuControl	6
SecuControl ST Switch, 10 Pole, 4 potential, 6 Current shorting (TD7)	STS10004BM	SecuControl	1
SecuControl 19" Panel slot covers, ANSI Grey, 3U, 3-10 Pole cuts	FTX3UA101010AG	SecuControl	3
Cover plates for FTX3UA101010G	FTBC10AG	SecuControl	6
Spare Disconnect Pins 10% (1 full set of extra points comes with each switch)		SecuControl	0
19" Rack Mounting Panel - 2U, One SEL-9510 Cutout	915900114	SEL	1
125VDC, SEL-9510 Control Switch Module, Green-Open, Red-close, with guards, configurable labels	951031B2	SEL	1
Eaton FAZ Series, DIN rail type, 10 ampere, 125VDC minimum rating	FAZC10/1SP	EATON	2
Eaton FAZ Series, DIN rail type, 5 ampere, 125VDC	FAZC5/1SP	EATON	2
States; Terminal Block 24-point Type NT sliding Link point. (A, B, C, E, F, G)	M-25024	States	6
States; Terminal Block NT Type, 6 point. (D, H)	M-25006	States	2
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHOENIX	2
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHOENIX	2



Phoenix; E/NS 35 N End Clamp	800886	PHOENIX	4
Phoenix; D-UDK 4 End Cover	2775113	PHOENIX	4
Phoenix; UDK4 Terminal Block (1-180)	2775016	PHOENIX	180
Phoenix: ZB6 White Number Strip Label, mount on both sides of block, printed vertically with sequential numbers (1-300)	1051029	PHOENIX	4
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....) 1051210 is obsolete - Phoenix suggests a custom label # 0824992	824992	PHOENIX	4
Phoenix: End Cap 35 x 7.5, NS 35/7.5 Cap, installed on both ends of din rail	1206560	PHOENIX	4
Abbatron/H.H. Smith; binding post, Blue hex head	257-105	H.H. Smith	2
Abbatron/H.H. Smith; binding post, Black hex head, 10-32, gold plated.	257-103	H.H. Smith	2
Abbatron/H.H. Smith; binding post, green hex head, 10-32, gold plated.	257-104	H.H. Smith	1
Ground Bar	Ground Bar	KVA	1

Bill of Material for Panel A3:

Component	STYLE #	Manufacturer	Qty
Relay panel Grey & White		KVA	1
Schweitzer: Type 487E, Current Differential Relay with breaker failure, 5 three-phase restraint current inputs, 3 independent neutral inputs, 2 three-phase voltage inputs, 125Vdc, 5-amp current inputs, conventional terminal blocks, 15 standard form "a" outputs, 5 standard form "c" outputs, 8 fast hybrid form "a" outputs, 3 hybrid high-current interrupting outputs, 13	0487E3X411XXC1X4H684XXX	SEL	1



independent inputs and 2 common contact inputs, seven rack units high, (487E)			
Schweitzer; Type 451, Overcurrent Relay, 125Vdc, Five Amp current inputs, Screw Terminal Blocks, P-B: 4 high-speed high-current outputs, 24 opto-isolated inputs, P-C: 13 high-speed high-current outputs, 8 opto-isolated inputs, 2 common contact inputs, Two 10/100BASE-T, 5RU, rack mount. (451)	04515615XC1X4H7B474XX	SEL	1
SecuControl ST Switch, 10 Pole, All potential. (TD8, TD9)	STSA10002AX	SecuControl	2
SecuControl ST Switch, 10 Pole, 2 Potential 8 Current Shorting Links, (TD1, TD2, TD3, TD4, TD5, TD6)	STSA10023AA	SecuControl	6
SecuControl ST Switch, 10 Pole, 4 potential, 6 Current shorting (TD7)	STS10004BM	SecuControl	1
SecuControl 19" Panel slot covers, ANSI Grey, 3U, 3-10 Pole cuts	FTX3UA101010AG	SecuControl	3
Cover plates for FTX3UA101010G	FTBC10AG	SecuControl	6
Spare Disconnect Pins 10% (1 full set of extra points comes with each switch)		SecuControl	0
19" Rack Mounting Panel - 2U, One SEL-9510 Cutout	915900114	SEL	1
125VDC, SEL-9510 Control Switch Module, Green-Open, Red-close, with guards, configurable labels	951031B2	SEL	1
Eaton FAZ Series, DIN rail type, 10 ampere, 125VDC minimum rating	FAZC10/1SP	EATON	2
Eaton FAZ Series, DIN rail type, 5 ampere, 125VDC	FAZC5/1SP	EATON	2
States; Terminal Block 24-point Type NT sliding Link point. (A, B, C, E, F, G)	M-25024	States	6
States; Terminal Block NT Type, 6 point. (D, H)	M-25006	States	2



Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHOENIX	2
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHOENIX	2
Phoenix; E/NS 35 N End Clamp	800886	PHOENIX	4
Phoenix; D-UDK 4 End Cover	2775113	PHOENIX	4
Phoenix; UDK4 Terminal Block (1- 180)	2775016	PHOENIX	180
Phoenix: ZB6 White Number Strip Label, mount on both sides of block, printed vertically with sequential numbers (1-300)	1051029	PHOENIX	4
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....) 1051210 is obsolete - Phoenix suggests a custom label # 0824992	824992	PHOENIX	4
Phoenix: End Cap 35 x 7.5, NS 35/7.5 Cap, installed on both ends of din rail	1206560	PHOENIX	4
Abbatron/H.H. Smith; binding post, Blue hex head	257-105	H.H. Smith	2
Abbatron/H.H. Smith; binding post, Black hex head, 10-32, gold plated.	257-103	H.H. Smith	2
Abbatron/H.H. Smith; binding post, green hex head, 10-32, gold plated.	257-104	H.H. Smith	1
Ground Bar	Ground Bar	KVA	1

Bill of Material for Panel A4:

Component	STYLE #	Manufacturer	Qty
Relay panel Grey & White		KVA	1
Schweitzer; Type 487B-1 Relay, 1 125/250Vdc Power Supply, 1 Primary DC Monitor, 100 Card Slot has 8 Outputs including 3 Form-C Outputs, Add 200 B Slot with 8 Outputs including 6 High Speed Outputs, Add 300 B Slot with 8 Outputs including 6 High Speed Outputs, 55 Inputs, Enhanced Front Panel with 24 Target LEDs, 12 Operator	0487B1X6X52XC1XE8PPXXX	SEL	2



Control Pushbuttons, and Tri-Color LEDs, 3 AC Voltage Inputs, 21 AC Current Inputs, 2 10/100 BASE-T Ethernet Ports and 3 EIA-232 Serial Port , seven rack units high. (487B-1)			
Schweitzer: Type 551 Relay, 1 125/250Vdc Power Supply, 1 EIA 232 Serial Port, 3 5A Phase Current Analog Inputs, 1 Neutral Analog Input, 4 Outputs, 1 Form C mechanical contact, 2 Digital Inputs, SEL Protocol, Modbus Protocol, two rack units high (551)	0551006X5P1X	SEL	2
SecuControl ST Switch, 10 pole, 4 potential, 6 Current shorting (TD10, TD12)	STS100004BM	SecuControl	2
SecuControl ST Switch, 10 Pole, 2 potential, 8 Current shorting (TD1, TD2, TD3, TD4, TD5, TD6, TD7, TD13, TD14, TD15, TD16, TD17, TD18, TD19)	STSA10023AA	SecuControl	14
SecuControl ST Switch, 10 Pole, All potential. (TD8, TD9, TD11, TD20, TD21)	STSA10002AX	SecuControl	5
Spare Disconnect Pins 10% (1 full set of extra points comes with each switch)		SecuControl	0
SecuControl 19" Panel slot covers, ANSI Grey, 3U, 3-10 Pole cuts	FTX3UA101010AG	SecuControl	7
Cover plates for FTX3UA101010G	FTBC10AG	SecuControl	14
Eaton FAZ Series, DIN rail type, 10 ampere, 125VDC minimum rating	FAZC10/1SP	EATON	2
Eaton FAZ Series, DIN rail type, 5 ampere, 125VDC	FAZC5/1SP	EATON	4
States; Terminal Block 24-point Type NT sliding Link point. (A, B, C, E, F, G)	M-25024	States	6
States; Terminal Block NT Type, 6 point. (D, H)	M-25006	States	2
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHOENIX	2
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHOENIX	2



Phoenix; E/NS 35 N End Clamp	800886	PHOENIX	4
Phoenix; D-UDK 4 End Cover	2775113	PHOENIX	4
Phoenix; UDK4 Terminal Block (1-180)	2775016	PHOENIX	180
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (1-180)	1051016	PHOENIX	4
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....) 1051210 is obsolete - Phoenix suggests a custom label # 0824992	824992	PHOENIX	4
Abbatron/H.H. Smith; binding post, Black hex head, 10-32, gold plated.	257-103	H.H. Smith	2
Abbatron/H.H. Smith; binding post, green hex head, 10-32, gold plated.	257-104	H.H. Smith	1
Ground Bar	Ground Bar	KVA	1

Bill of Material for Panel A5:

Component	STYLE #	Manufacturer	Qty
Relay panel Grey & White		KVA	1
Schweitzer: Type 487V, Capacitor Protection and Control Relay, 6 AC Voltage, 6 AC Current inputs, 125Vdc, five-amp current inputs, 8 opt isolated Independent Level-Sensitive Inputs, 13 High-Current Interrupting Form A, 2 Standard Form C Outputs, five rack units high (487)	0487V0X6151XC0X4H5B474X	SEL	2
SecuControl ST Switch, 10 Pole, All Potential. (TD2, TD3, TD5, TD6, TD8, TD9, TD11, TD12)	STSA10002AX	SecuControl	8
SecuControl ST Switch, 10 Pole, 2 Potential, 8 Current Shorting (TD1, TD4, TD7, TD10)	STSA10023AA	SecuControl	4



Spare Disconnect Pins 10% (1 full set of extra points comes with each switch)		SecuControl	0
Eaton FAZ Series, DIN rail type, 10 ampere, 125VDC minimum rating	FAZC10/1SP	EATON	2
Eaton FAZ Series, DIN rail type, 5 ampere, 125VDC	FAZC5/1SP	EATON	2
States; Terminal Block 24-point Type NT sliding Link point. (A, B, C, E, F, G)	M-25024	States	6
States; Terminal Block NT Type, 6 point. (D, H)	M-25006	States	2
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHOENIX	2
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHOENIX	2
Phoenix; E/NS 35 N End Clamp	800886	PHOENIX	4
Phoenix; D-UDK 4 End Cover	2775113	PHOENIX	4
Phoenix; UDK4 Terminal Block (1-180)	2775016	PHOENIX	180
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (1-180)	1051016	PHOENIX	4
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....) 1051210 is obsolete - Phoenix suggests a custom label # 0824992	824992	PHOENIX	4
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHOENIX	2
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHOENIX	2
Abbatron/H.H. Smith; binding post, Black hex head, 10-32, gold plated.	257-103	H.H. Smith	2
Abbatron/H.H. Smith; binding post, green hex head, 10-32, gold plated.	257-104	H.H. Smith	1
Ground Bar	Ground Bar	KVA	1



Bill of Material for Panel A6:

Component	STYLE #	Manufacturer	Qty
Relay panel Grey & White		KVA	1
Schweitzer; Type 351S Relay, 1 125/250Vdc Power Supply, 1 EIA-485 Serial Port, 2 EIA-232 Serial Ports, 2 RJ45 Ethernet Ports, conventional terminal blocks, Standard Interface including USB plus Indoor Safe Lock Trip/Close Pushbuttons and Configurable Labels, IEC 61850	0351S7XHD4E5422	SEL	2
SecuControl ST Switch, 10 Pole, All Potential. (TD1, TD3, TD4, TD6)	STSA10002AX	SecuControl	4
SecuControl ST Switch, 10 Pole, 4 Potential, 6 Current Shorting (TD2, TD5)	STSA10004BM	SecuControl	2
SecuControl 19" Panel slot covers, ANSI Grey, 3U, 3-10 Pole cuts	FTX3UA101010AG	SecuControl	2
Cover plates for FTX3UA101010G	FTBC10AG	SecuControl	6
Spare Disconnect Pins 10% (1 full set of extra points comes with each switch)		SecuControl	0
Eaton FAZ Series, DIN rail type, 10 ampere, 125VDC minimum rating	FAZC10/1SP	EATON	2
Eaton FAZ Series, DIN rail type, 5 ampere, 125VDC	FAZC5/1SP	EATON	2
States; Terminal Block 24-point Type NT sliding Link point. (A, B, C, E, F, G)	M-25024	States	6
States; Terminal Block NT Type, 6 point. (D, H)	M-25006	States	2
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHOENIX	2
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHOENIX	2
Phoenix; E/NS 35 N End Clamp	800886	PHOENIX	4
Phoenix; D-UDK 4 End Cover	2775113	PHOENIX	4
Phoenix; UDK4 Terminal Block (1-180)	2775016	PHOENIX	180



Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (1-180)	1051016	PHOENIX	4
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....) 1051210 is obsolete - Phoenix suggests a custom label # 0824992	824992	PHOENIX	4
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHOENIX	2
Ground Bar	Ground Bar	KVA	1
Abbatron/H.H. Smith; binding post, green hex head, 10-32, gold plated.	257-104	H.H. Smith	1
Abbatron/H.H. Smith; binding post, Black hex head, 10-32, gold plated.	257-103	H.H. Smith	2

Bill of Material for Panel A7:

Component	STYLE #	Manufacturer	Qty
Relay panel Grey & White		KVA	1
Schweitzer: Type 2488, Satellite-Synchronized Network, 2 125/250Vdc Power Supplies, IRIG-B and Network Time Protocol (NTP), 4 10/100BASE-T Ethernet Ports, 8 BNC Time Outputs, TNC Antenna Input, 1 Form-C mechanical conventional alarm contact, 1 Form A solid-state timer, one rack unit high (2488)	24880RAX1181AX23X	SEL	1
Smart DVS Digital Video Server, single 105-300VDC power supply, (2) 10/100/1000T ethernet ports, 1TB flash memory, (8) 100FX 1300nm multimode fiber ports, (4) RS232 via DB9 module, Fail safe relay	DVS2500-HIS-XXX-2C10-HD002-8LC1- 8F01-SXXX-SXXX-4S01-SXXX-HR00	Smart DVS	1
Schweitzer; Type 3530, SCADA Data Concentrator/RTU, 48/125Vdc Power Supply, 1 EIA-485 Serial Port, 33 EIA-232 Serial Ports, 2 10/100 Base-T RJ-45 Ethernet Ports, 24DI/8DO 3U high	3530#78HB	SEL	1



Schweitzer: Type 2440, 125Vdc/Vac Wetting Power Supply, 1 EIA-485 Serial Port, 16DI/32 (16 Standard/16 High-Current) DO, 2 10/100 Base-T Ethernet Ports, 3U high	24402H11A6111630	SEL	1
Transition Networks, Ethernet Rack Mounted Switch, (24) 100/1000Mbps RJ-45 ports, (4) 100/1000 Mbps SFP slots, (4) 1G/10G Mbps SFP+ slots, (1) Console RJ-45 port	SISPM1040-3248-L	CDW	1
Optimum, Fiber Patch Panel, 2RU, 4 adapter plates, LC Duplex 12 SM, no pigtailed, 2 splice trays, 1 strain relief clamp	PRO-2B-1-B53-N2-1	RLH	2
Eaton FAZ Series, DIN rail type, 10 ampere, 125VDC minimum rating	FAZC10/1SP	EATON	5
Eaton FAZ Series, DIN rail type, 5 ampere, 125VDC	FAZC5/1SP	EATON	0
States; Terminal Block 24-point Type NT sliding Link point. (A, B, C, E, F, G)	M-25024	States	6
States; Terminal Block NT Type, 6 point. (D, H)	M-25006	States	2
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHOENIX	2
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHOENIX	2
Phoenix; E/NS 35 N End Clamp	800886	PHOENIX	4
Phoenix; D-UDK 4 End Cover	2775113	PHOENIX	4
Phoenix; UDK4 Terminal Block (1-180)	2775016	PHOENIX	180
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (1-180)	1051016	PHOENIX	36
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....) 1051210 is obsolete - Phoenix suggests a custom label # 0824992	824992	PHOENIX	4



Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHOENIX	1
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHOENIX	1
Phoenix; E/NS 35 N End Clamp	800886	PHOENIX	2
Phoenix; D-UDK 4 End Cover	2775113	PHOENIX	2
Phoenix; UDK4 Terminal Block (1-180)	2775016	PHOENIX	90
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (1-180)	1051016	PHOENIX	18
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....) 1051210 is obsolete - Phoenix suggests a custom label # 0824992	824992	PHOENIX	4
J-Hook, stainless steel with hex nuts and #10-32 threads	HU11028	Carson's	1
Abbatron/H.H. Smith; binding post, Black hex head, 10-32, gold plated.	257-103	H.H. Smith	2
Abbatron/H.H. Smith; binding post, green hex head, 10-32, gold plated.	257-104	H.H. Smith	1
Ground Bar	Ground Bar	KVA	1

Bill of Material for Concrete Control House:

VFP has proposed our standard concrete relay vault to fulfill your request. Our proposal is based solely on the following supplied information.

VFP has proposed our standard concrete relay vault to fulfill your request. Our proposal is based solely on the following supplied information.

1. Specification –Substation Prefabricated Relay Vault Canal Distribution Substation– Sheets 1 of 19
2. Appendix B – Canal Distribution Substation Relay Vault Drawing – Page 58
3. Appendix C – Page 59

VFP is listing the following exceptions and clarifications:

1. Relay Vault Canal Distribution Substation Specification - Scope 1.2: Clarification – The width of the proposed concrete relay vault will be 15'6" at the base and 16' when you include the 3" roof overhang.



2. Relay Vault Canal Distribution Substation Specification - Scope 1.3: Clarification – The relay vault lead time will be per lead time section stated above.
3. Relay Vault Canal Distribution Substation Specification - Scope. 1.4.1. d, e & f – Clarification - VFP assumes wiring diagrams is pertaining to VFP provided and installed equipment only. All other wiring diagrams is to be by others.
4. Relay Vault Canal Distribution Substation Specification - Scope. 1.4.1.g – Clarification - VFP’s proposal includes the supply of a generic slab foundation and tie-down information based upon an assumed set of soil conditions.
5. Relay Vault Canal Distribution Substation Specification - Scope 1.6: Clarification – VFP assumes this paragraph is referring to Appendix A. VFP has included the items as specified within this proposal only.
6. Relay Vault Canal Distribution Substation Specification - Scope. 1.7.6 Clarification - VFP’s understanding of CIP is meaning door card readers. VFP will provide wall provisions only for future CIP card readers to be provided and installed by others.
7. Relay Vault Canal Distribution Substation Specification - Scope 3.2.1 g – Clarification - The relay vault walls will be bullet resistant. The doors, hoods, HVAC units etc.... will not be bullet resistant.
8. Relay Vault Canal Distribution Substation Specification - Scope 3.2.4.a – Clarification - The floor will be 8” thick in lieu of 6”. This is due to the overall width of the relay vault.
9. Relay Vault Canal Distribution Substation Specification - Scope 3.2.4.c – Clarification – The doors will be bolt-on in lieu of cast-in.
10. Relay Vault Canal Distribution Substation Specification - Scope 3.2.5.f – Clarification - VFP has included our standard exterior sealed exposed aggregate with painted trim.
11. Relay Vault Canal Distribution Substation Specification - Scope 3.2.6.iii – Exception -VFP takes exception to the missile impact rating and will need further information in order to determine compliance.
12. Relay Vault Canal Distribution Substation Specification - Scope 3.2.6.vii – Exception -The proposed double door will be 72” wide x 84” high.
13. Relay Vault Canal Distribution Substation Specification - Scope. 3.2.8. a. i – Clarification - The DC panels will have a 10kAIC rating.
14. Relay Vault Canal Distribution Substation Specification - Scope. 3.2.8. a. ii – Clarification – The interior copper bar will be 2” x ¼”.
15. Relay Vault Canal Distribution Substation Specification - Scope. 3.2.8. a.xii – Clarification - The breakers that are proposed do NOT have a visual indication of trip status.
16. Relay Vault Canal Distribution Substation Specification. Scope - 3.2.8. xv: Clarification - VFP will need additional information in order to provide pricing on service disconnects din mount breakers instead of fuses. VFP at this time has included one (1) AC safety disconnect switch as described per the power distribution section below with LPN-RK-SPI (blown indicator fuses) two (2) DC safety switches and one (1) MTS as described per the power distribution section below. If requested, will gladly make changes any changes made will result in a price adjustment.
17. Relay Vault Canal Distribution Substation Specification - Scope 3.2.11 – Clarification - VFP has estimated the sizes for the HVAC units. If provided equipment heat loads, VFP will be more than happy to properly size the HVAC units. This may result in a price adjustment.



18. Relay Vault Canal Distribution Substation Specification Scope 3.2.12 – Clarification - VFP will wire the below specified alarms to an alarm junction box, where they will be tagged and coiled, connection to the RTU is to be by others and not included.
19. Relay Vault Canal Distribution Substation Specification Scope 3.2.13 – Clarification -VFP is offering a fire system as described in the Alarm Device Contacts section below. If requested, VFP will gladly make changes any changes made will result in a price adjustment.
20. Relay Vault Canal Distribution Substation Specification Scope 7.0 – Exception - VFP is offering our standard factory testing. All other testing is assumed to be the responsibility of others and not included.
21. VFP has not included any site work other than set up. Foundations assumed to be by others.
22. VFP has not included stairs, guardrails or platforms in this proposal.
23. VFP takes exception to all local codes, the relay vault will be built to the IBC and state codes only unless the local codes are provided with the bid request. VFP will require full detail of the particular local codes before determining compliance.
24. VFP will not be responsible for any permitting other than the factory building permitting and the over-the-road transportation permitting. All other permits will be the responsibility of the customer.

The proposed relay vault is described below:

Construction - Concrete

- Size nominal 15'6" wide (16'0" wide with roof overhang) exterior x nominal 33' long exterior x nominal 10' high interior, one room concrete control house

Standard construction in accordance with VFP product specifications. The structural loads of the proposed concrete relay vault are as follows:

- 125 pounds per square foot distributed floor loading while lifting
- 200 pounds per square foot distributed floor loading while on foundation
- 100 pounds per square foot distributed roof load
- 200 mph wind load (Meets 194 ultimate wind speed per ASCE 7-10)
- Seismic zone 4
- Exposed aggregate exterior
- The proposed relay vault walls are capable of stopping 30.06 rifle fire per UL752 requirements. Unless otherwise specified, the relay vault doors are not bullet resistant.
- The proposed relay vault walls will provide a two-hour fire rating
- The floor will consist of 8" thick concrete base
- The interior walls and ceiling will be sheathed with ¾" Plywood backed "Class A" white FRP board
- The walls will be insulated to R-11 with hardboard insulation



- The ceiling will be insulated to R-19 with hardboard insulation
- The floor will be insulated using R-8 foam blockouts
- Floor painted with non-slip gray epoxy paint
- One (1) 42" wide x 84" high insulated "Florida Approved", 90-minute fire rated, steel exterior door, with "emergency exit" panic bar, exterior key lock lever set and fiberglass weather hood
- One (1) 72" wide x 84" high insulated "Florida Approved", 90-minute fire rated, steel exterior double door, "emergency exit" panic bar, exterior key lock lever set and fiberglass weather awning
- Three (3) hydraulic door closers

Power Distribution

- One (1) 200 Amp, 42,000 AIC, 120/240 VAC, single phase, 60 Hz, 42 space main breaker, bolt-in utility power distribution panel, in NEMA 1 surface mount enclosure (GE-ReliaGear - RQ) (ACLC 1)
- AC power panel will each be equipped with the following assortment of branch breakers:
 - **Sixteen (16)** 20 Amp, single pole breakers
 - Twenty-two (22) 30 Amp, single pole breakers
 - Two (2) 60 Amp, double pole breakers
- Two (2) 225 Amp main lug, **10,000 AIC**, 125/250 VDC, 2-wire, 60 space main breaker, bolt-in utility power distribution panels, in NEMA 1 surface mount enclosures (GE-ReliaGear - RE) (DCLC 1 & 2)

DC power panels will each be equipped with the following assortment of branch breakers:

- Twenty-four (24) 30 Amp, double pole breakers
- Two (2) 40 Amp, double pole breakers
- Two (2) 60 Amp, double pole breakers
- One (1) 200 Amp, 240 VAC, fused, 2-pole, safety disconnect switch in NEMA 1 enclosure with LPN-RK-200SPI fuses
- Two (2) 200 Amp, 250 VDC, fused, 2-pole, safety disconnect switches in NEMA 1 enclosures
- One (1) 200 Amp, 250 VDC, non-fused, 2-pole, manual transfer switch in NEMA 1 enclosure
- One (1) 400 Amp, 120/240VAC, single phase, 2-pole, 60Hz automatic transfer switch in NEMA 3R enclosure model: ATC-900 p# ATC9C2X20400WRU
- One (1) 200 Amp Generator Receptacle Appleton ADJA20034-200RS or equal
- One (1) 200 Amp meter base



- One (1) 200 Amp 240 VAC, non-fused, 2-pole, manual transfer switch in NEMA 1 enclosure – Generator transfer switch
- Fourteen (14) 20 Amp specification grade duplex receptacles
- Two (2) 20 Amp specification grade exterior duplex ground fault receptacles

Lighting

- Ten (10) four-foot, **LED** surface mounted light fixtures with motion sensor control
- Two (2) emergency/exit lights
- Four (4) **LED**, 125 VDC, A21 globe style emergency surface mounted interior light fixtures with timed motion sensor control that only shuts off upon no motion but does not activate on motion and a manual switch control
- Three (3) **LED** exterior door light fixtures with vandal-resistant lens, photocell control & manual switch override

HVAC

- Two (2) 3.0 Ton, 240 VAC, single phase, 11 EER wall mount air conditioning units, with low ambient and compressor anti cycle controls, **phenolic coated coils**, integral 5 kW resistance heat strips and washable dust filters (**Removed for shipment per DOT regulations and placed in the relay vault during transit, to be installed on-site by VFP's onsite service personnel**)
- One (1) lead/lag controller allowing approximately equal operating time on each air conditioning unit
- One (1) Humidstat
- Two (2) 650 cfm (at 0" of H₂O static pressure) battery area exhaust fan systems, including "Florida Approved" intake and exhaust louvers, timer and hydrogen detector controls, fiberglass hoods, permanent filters and exhaust insect screen

Additional Equipment

- Two (2) battery racks - Two Tier Rack EQ-2UL-PT_1-03000-1
- Two (2) spill containment systems - Spill Containment -SC125-25P20
- Two (2) battery chargers - Alpha ACSWM-125-035-1
- Two (2) Batteries - SBS STT6V200



Alarm Device Contacts

The following alarm device contacts will be wired and brought to a location specified by the customer. The alarm wires will be coiled and tagged for identification per VFP standards. Unless otherwise stated in this proposal, termination at the customer's equipment is assumed to be provided by others.

There are no provisions for audible, visual or remote alarm monitoring offered, except where it is integral to the device offered or stated otherwise in this proposal

- Two (2) line voltage smoke detectors with auxiliary contacts
- One (1) Alarm control system model; Cyber cat 50 (no dact) with up to three (3) interior photo sensors, two (2) pull stations, two (2) outside strobes and one (1) inside horn strobe. Cyber cat 50 wired to a j-box location for connection/final termination by others
- Three (3) intrusion door alarm switches with form "C" contacts
- One (1) high temperature alarm
- One (1) low temperature alarm
- One (1) power failure alarm
- Two (2) hydrogen detectors for alarm and fan control

Grounding

- One ground system consisting of a 4/0 AWG stranded bare copper conductor, run through the cable tray with grounding drops to the equipment and a single drop at the internal ground bar
- One (1) internal 2" x ¼" copper ground bar near floor level
- Two (2) external copper ground pads on opposite corners

On-Site Services

KVA/VFP to perform on-site support services per the terms and conditions. This will consist of the following:

- VFP will attach the control house to the customer furnished foundation
- VFP will reinstall all VFP provided items that were removed for shipment
- Battery testing and commissioning is not included and is assumed to be by others unless otherwise stated)



Accessories

- One (1) VFP standard exterior aluminum cable entry hood (shipped loose and placed in the relay vault during transit, to be installed on-site by VFP's onsite service personnel)
- Up to ten feet (10') of 36" wide x 6" deep aluminum cable tray
- Up to twenty-five feet (25') of 24" wide x 6" deep aluminum cable tray
- Up to twenty-five feet (25') of 4" x 4" wire basket
- Two (2) portable 10-pound CO₂ fire extinguishers
- One (1) antenna mount bracket
- One (1) drawing table
- One (1) Porta Stream II, gravity fed, 15 min flow, wall mounted eyewash station with saline concentrate model: Uline H-1142
- One (1) wall mounted drawing rack with six (6) clamps
- One (1) 42" high x 36" wide x 18" deep metal storage cabinet, two doors, lockable
- One (1) service manual
- One (1) year bumper to bumper limited warranty and a ten (10) year structural warranty
- If requested, VFP will provide four (4) sets of relay vault drawings with each relay vault unit order. Typical foundation drawings based upon normal soil conditions are available to support calculations for recommended relay vault tie down locations. No other foundation drawings are offered in the proposed relay vault price. Additional foundation drawings can be provided and will be negotiated separately.
- All wiring will be installed in surface mounted conduit or wireways if specified and will be in full compliance with ANSI/NFPA-70 - The National Electrical Code, latest revision.
- Control houses are to be built according to the latest IBC edition and state requirements of which the relay vault is residing, local and county codes are not applicable unless otherwise stated.

Clarifications:

- KVA quote is based on the above Bill of Material; any changes to the above bill of material could result in a price change or change order upon the award of purchase order.
- Panel A1, A2, A3, A4, A5, A6 & A7 – Marathon Terminal blocks have been changed to States per the customer request.
- Terminal block quantities are estimated in all panels.



- The cost for a Goldhofer is not included in this quote.

KVA Relay Panel testing to include:

- Point-to-point continuity test in accordance with wiring diagrams.
- Current Injection
- Power Up of the SELs
- KVA Shop Quality Audit Checklist
- Visual Appearance Check
- Dimensional checks to fabrication drawings
- Part Number Accuracy
- Quantity Verification
- Panel Layout Verification
- Nameplate and Labeling Accuracy
- Wire Marker Verification to Drawings
- Termination Torque, Crimp and Tensile Integrity

Relay Panel Engineering Drawings: Only Relay panel Mechanical drawings are included in this proposal.

Payment:

- Payment terms are 100% net 30 days from invoice date.
- Payment Schedule for Projects over \$100,000 shall be as follows:

Project Phase:	Contracts over \$100,000
1. Receipt of Purchase Order	25%
2. Receipt of "For Construction" Drawings	25%
3. Delivery	50%

- Taxes:** Prices shown do not include sales or other taxes imposed on the sale of the goods.
- Freight:** F.O.B. freight costs to City of Lake Worth, FL are included in the prices shown.
- Cancellation:** With the placement of an Order, Buyer acknowledges that Seller would incur financial damages in the case of a cancellation of an Order and that Seller has the right to charge the Buyer for such damages as specified by the time schedule below.

- Schedule of Fees for Cancellation of Order:

Milestone	Cancellation Charge (% of P.O. value)
After Purchase Order is placed	10%
Receipt of "For Construction" Drawings and procurement start	30%
2 weeks after release for procurement	60%
4 weeks after release for procurement	100%



- b. Higher cancellation fees may be imposed on special or modified equipment up to the entire value of the Order.
- c. Payment of the cancellation fee is to be made within fifteen (15) days of cancellation.

D) Validity: This proposal is valid for acceptance within 30 days.

E) Warranty: KVA shall repair or replace any defective item within 18 months of Acceptance Date or 18 months after shipment (whichever is sooner) and will extend the full manufacturers' warranty on all purchased components.

Limits of Liability: In no event, whether because of a breach of contract, indemnity, warranty, or tort (including negligence), strict liability, or otherwise, shall the Seller be liable to the Buyer for: (i) Loss of profit or revenue, loss of use, cost of capital, downtime costs, cost of substitute products, facilities, services, or replacement power.

(ii) Property damage external to the product and loss arising out of such damage.

(iii) Special, indirect, punitive, or consequential damage; or for

(iv) Any of the foregoing suffered by a customer of the Buyer.

KVA MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND KVA SHALL HAVE NO LIABILITY ARISING OUT OF THE ORDER IN EXCESS OF THE AMOUNT OF THE ORDER.

MADE IN THE UNITED STATES

KVA Inc. is a WBE Certified Corporation.

KVA Inc. 1700 Victor Hill Duncan SC 29334 (864) 801-4430

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Electric Utility

TITLE:

Purchase Order with Omicron for CMC 356 testing equipment and the ARCO 400 for testing relays and reclosers

SUMMARY:

The Purchase Order authorizes Omicron to provide the CMC 356 testing equipment and the ARCO 400 for testing relays and reclosers at a cost not to exceed \$105,604. This equipment 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 March 2022.

BACKGROUND AND JUSTIFICATION:

During recent equipment testing, existing Omicron unit owned by the utility failed. Due to the age of 20 years, the equipment is no longer supported by the company for repairs. A new and updated version of the CMC test equipment is quoted with accessories as well as a new ARCO 400 which will be used for field testing reclosers as needed. We currently have about 10 reclosers in the air, another 10 being programmed and planned for placement, and additional capital funding for 10 more. Additionally, our capital improvements across substations is increasing the digital relay footprint which requires testing up front for installation and regular testing for NERC standards. In order to effectively be able to complete these tasks in house, replacement of the CMC test equipment is crucial. The electric substation staff is already familiar with and trained on the OMICRON platform and they provide single price quoting across all representatives directly from manufacturer.

MOTION:

Move to approve/disapprove Purchase Order to the Omicron, to provide the CMC 356 testing equipment in the amount not to exceed \$105,604.

ATTACHMENT(S):

Fiscal Impact Analysis
Omicron Quote
Omicron Sole Source Letter

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	105,604	0	0	0	0
Net Fiscal Impact	105,604	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

New Appropriation Fiscal Impact:

Contract Award - Existing Appropriation	
	Expenditure
Department	Transmission
Division	Distribution
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	SH2218
Requested Funds	105,604



OMICRON

electronics Corp. USA
3550 Willowbend Blvd
Houston, TX 77054

1-800-OMICRON
Tel 713/830-4660
Fax: 713/830-4661
Info@omicronusa.com

October 4, 2022

Re: Sole Source for OMICRON electronics Equipment

City of Lake Worth Electric Utilities
1900 2nd Avenue North
Lake Worth, FL 33461

To whom it may concern,

This letter is to inform you that OMICRON electronics Corp USA is the sole source for OMICRON products and service in the USA. While we partner with many representatives throughout the USA, we use only one price list. All our representatives will offer customers the same prices as we have quoted. Our representative do not provide any service to our products.

If I can be of further assistance, please feel free to contact me at the above numbers or at my e-mail address: elizabeth.lopez@omicronenergy.com

Sincerely,

A handwritten signature in black ink that reads "Elizabeth Lopez". The signature is written in a cursive, flowing style.

Elizabeth Lopez
Customer and Sales Support



Date: 7 Oct 2022

Customer: C80600
City of Lake Worth
7 North Dixie Hwy
Lake Worth
Lake Worth, FL 33460
United States

Your reference:

Contact: Warner Patterson
E-mail: wpatterson@lakeworthbeachfl.gov

Enduser: C80600
City of Lake Worth
7 North Dixie Hwy
Lake Worth
Lake Worth, FL 33460
United States

Quotation SQ22002288-2

Thank you for your interest in our products. Further to your enquiry we would like to present you with the following quotation.

If you have any questions or, if you would like additional information please do not hesitate to contact us.

Area Sales Manager:

Will Knapek
Phone: +1 713 212 6141
E-mail: will.knapek@omicronenergy.com

Customer & Sales Support:

Elizabeth Lopez
Phone: +1 713 212 6144
E-mail: elizabeth.lopez@omicronenergy.com

Sales partner:

Tim Venters
Power Connections, Inc
Phone: +1 561 909 7964
E-mail: tim@powerconnections.com

We like to hear from you.

OMICRON electronics Corp. USA
3550 Willowbend Blvd.
Houston, TX 77054 | USA

T +1 713 212 6100
F +1 713 830 4660
info.usa@omicronenergy.com



Quotation SQ22002288-2

No.	Item number (Configuration)	Qty. Unit	Description	Sales price	Discount (total)	Amount (USD)
CMC 356						68,974.00
1	P0000809 (BINLLO1)	1 pc(s)	CMC 356 Enhanced Package	68,220.00		68,220.00
2	E1636800	1 pc(s)	Edimax EW-7611ULB WLAN N150 Pico USB Adapter Bluet	66.00	66.00	0.00
3	B1328000	1 pc(s)	Generator Cable Speakon 3m (yellow, green, violet, blue)	216.00		216.00
4	B1764601	1 pc(s)	Accessory CMC wiring accessory package	538.00		538.00
ARCO 400						36,230.00
5	P0000654 (150V-7m)	1 pc(s)	ARCO 400 Advanced Package	34,030.00		34,030.00
6	P0006404	1 pc(s)	RVT2 32-Pin Controller Adapter	2,200.00		2,200.00

For detailed item descriptions, please review subsequent pages.

Summary

Sales price	USD	105,270.00
Discount	USD	66.00
Subtotal	USD	105,204.00
Shipping & handling	USD	400.00
Net amount	USD	105,604.00
Total	USD	105,604.00

We like to hear from you.

OMICRON electronics Corp. USA
3550 Willowbend Blvd.
Houston, TX 77054 | USA

T +1 713 212 6100
F +1 713 830 4660
info.usa@omicronenergy.com

Page 2 of 5

And exchange knowledge.

www.omicronenergy.com

omicron-electronics

OMICRONenergy



Quotation SQ22002288-2

Conditions:

Expiry date: 8 Nov 2022
Terms of payment: 30 days net
Incoterms: DAP Lake Worth, FL
Delivery time: Normally within four to sixteen weeks from the receipt date of the order except where otherwise indicated in the quotation line.

The tense situation of the world-wide component market impacts our delivery times. Therefore, for a prospective delivery date by December 30, 2022, please submit your purchase order by the appropriate cut-off date:

- For products with up to 8 weeks delivery – submit by October 15th, 2022

Indicated delivery dates are non-binding, unless explicitly confirmed by OMICRON in writing.

This Quotation is made without obligation and is non-binding, but only indicates the currently applicable price list. A contract shall only be deemed concluded upon receipt of the order confirmation issued by OMICRON.

The General Terms and Conditions apply, which are available at www.omicronenergy.com/en/legal.

We like to hear from you.




OMICRON electronics Corp. USA
3550 Willowbend Blvd.
Houston, TX 77054 | USA

T +1 713 212 6100
F +1 713 830 4660
info.usa@omicronenergy.com



Quotation SQ22002288-2

Product details

No.	Item number (Configuration)	Description
CMC 356		
1	P0000809 (BINLLO1)	<p>CMC 356 Enhanced Package Consisting of - CMC 356 test unit including manual, carry bag, power lead, Ethernet patch cable, USB connection cable, 12 leads with 4 mm safety plugs, 12 flexible terminal adapters, 4 flexible jumpers for paralleling current triple A and B - Enhanced Package Software</p> 
2	E1636800	<p>Edimax EW-7611ULB WLAN N150 Pico USB Adapter Bluet Edimax EW-7611ULB WLAN N150 Pico USB Adapter Bluet</p> 
3	B1328000	<p>Generator Cable Speakon 3m (yellow, green, violet, blue) Generator Cable Speakon 3m (yellow, green, violet, blue)</p> 
4	B1764601	<p>Accessory CMC wiring accessory package Accessory CMC wiring accessory package</p>
ARCO 400		
5	P0000654 (150V-7m)	<p>ARCO 400 Advanced Package Consisting of - ARCO 400 Universal Recloser Control Test Set with 3x 12.5A and 6x 8V - ARCO Control Software to manually test all functions of a recloser or sectionalizer control - ReCoPlan test plan functionality to standardize testing procedures and safe time during testing - RelaySimTest license for synchronized automation scheme testing - CMGPS 588 accessory to time-synchronize the ARCO 400 - 7m/23ft Extension Cable to connect the ARCO 400 to a Controller Adapter - Carry bag for Extension Cable and Controller Adapters</p> <p>Includes manuals, power lead, Ethernet patch cable, USB connection cable, Grounding cable</p>

We like to hear from you.

OMICRON electronics Corp. USA
 3550 Willowbend Blvd.
 Houston, TX 77054 | USA

T +1 713 212 6100
 F +1 713 830 4660
 info.usa@omiconenergy.com



Quotation SQ22002288-2

No.	Item number (Configuration)	Description
6	P0006404	RVT2 32-Pin Controller Adapter for testing of G&W Viper / T&B Elastimold 32 pin style recloser controls with ARCO 400 Suitable for recloser controls such as: SEL 651R; 32 pin and many more

We like to hear from you.

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Houston, TX 77054 | USA

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STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Electric Utility

TITLE:

Demand Response Program Consulting Support

SUMMARY:

Retention of Quanta Technology to conduct a demand response study.

BACKGROUND AND JUSTIFICATION:

Demand Response refers to a process by which an electric utility can exercise limited control of customer-owned equipment to remotely turn equipment off during periods of high electric demand to effect reductions in electric system demand. Demand Response has been identified as having potential benefit to the City's electric utility in reducing system demand and is included as a potential resource in the City's Electric Utility Integrated Resource Plan (IRP).

In order to better understand the costs and benefits of deploying such a program Staff obtained multiple proposals and has selected Quanta Technology to perform Phase I of the study which will include:

- Collection of data from the City's electric utility system to determine how much demand is available for reduction or shifting load
- Defining program potential benefits
- Conducting a technology assessment to evaluate choices technology to be employed
- Detailing anticipated impacts and costs

The Phase I study will allow us to quantify how much demand reduction potential exists in our customer base, which types of customer-owned equipment is most viable for inclusion in the program, the technology by which the equipment will be controlled, and the capital and operating costs associated with deployment and operation of the program. A Phase I study was included in the Electric Utility Fiscal Year 2023 approved budget.

It is contemplated that should the Phase I study yield a compelling business case, that Phases II and III would follow and would include the development of RFPs for program deployment and actual deployment.

MOTION:

Move to approve/disapprove retaining Quanta Technology at a cost of \$50,000 to conduct Phase I of the Demand Response Study

ATTACHMENT(S):

Quanta Technology Proposal

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	50,000	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	50,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric Utility
Division	Power Generation
GL Description	Contractual Services
GL Account Number	401-6031-531-34-50
Project Number	N/A
Requested Funds	50,000

PROFESSIONAL SERVICES AGREEMENT
(Electric Demand Response Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Quanta Technology, LLC**, a State of North Carolina limited liability company registered to do business in the State of Florida (“CONSULTANT”).

RECITALS

WHEREAS, the City is in need of a consultant to provide demand response consulting services to the City’s Electric Utility in its effort to define and characterize a Demand Response program that will provide involvement opportunities to City residents and yield operational benefits to the City of Lake Worth Beach with a goal of achieving a 5 MW or similar target demand reduction; and

WHEREAS, the CONSULTANT has significant experience in assisting municipal organizations in demand response program development;

WHEREAS, the Consultant has provided the City with a cost proposal dated August 31, 2022 to provide the needed consulting services; and

WHEREAS, the City’s procurement code, section 2-112(c), authorizes the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection; and

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

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

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

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

SECTION 2: CONSULTANT’S SERVICES. The CONSULTANT shall provide demand response consulting services to the City’s Electric Utility in its effort to define and characterize a Demand Response program that will provide involvement opportunities to City residents and yield operational benefits to the City of Lake Worth Beach with a goal of achieving a 5 MW or similar target demand reduction, provide strategy sessions, project management and related services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that CONSULTANT will act hereunder as an independent contractor and none of the CONSULTANT’s, officers, directors, employees, independent contractors, representatives or agents performing services for CONSULTANT pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and CONSULTANT is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

(a) Term. The term of this Agreement shall commence upon the approval of this Agreement and shall be for the term necessary to complete all services as set forth in the Consultant's proposal (Exhibit "A") unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

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

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

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

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

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

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

(g) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated

by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify CONSULTANT of such occurrence and either the City or CONSULTANT may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay CONSULTANT for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

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

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

SECTION 6: INDEMNIFICATION. The CONSULTANT, its officers, employees and agents shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, of the CONSULTANT, its officers, directors, employees, representatives and agents employed or utilized by the CONSULTANT in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the CONSULTANT, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the

services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the CONSULTANT under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the CONSULTANT shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The CONSULTANT is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the CONSULTANT shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the CONSULTANT. All such insurance policies may not be modified or terminated without the express written authorization of the City.

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

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

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement

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

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The CONSULTANT shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business. In no circumstances will CONSULTANT be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. CONSULTANT acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier or sub-CONSULTANT under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The CONSULTANT will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

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

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

Quanta Technology, LLC
Attn: Diana Prkacin
Jesus Gonzales
4020 Westchase Boulevard, Ste 300
Raleigh, NC 27607

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

SECTION 21: ENTIRETY OF AGREEMENT. The City and the CONSULTANT agree that this Agreement 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.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the CONSULTANT to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically, 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.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County

ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and any City issued Task Orders. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, Exhibit ‘A’ and a City issued Task Order, the terms and conditions of this Agreement shall prevail with the City issued Task Order next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT in a City issued Task Order shall become the property of the City. The CONSULTANT may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

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

SECTION 33: PUBLIC RECORDS. The CONSULTANT shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

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

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

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

SECTION 37: SCRUTINIZED COMPANIES. The CONSULTANT certifies that it and its sub-consultants are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONSULTANT or any of its sub-consultants are found to have submitted a false certification; or if the CONSULTANT or any of its sub-consultants, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

SECTION 38: E-VERIFY. To the extent applicable, pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants (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 sub-consultants’ newly hired employees. A violation of Section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement and the CONSULTANT may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement for Electric Demand Response Consulting Services as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: **Quanta Technology, LLC**

By: _____

[Corporate Seal]

STATE OF NORTH CAROLINA)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____, 2022, by **Quanta Technology, LLC**, a State of North Carolina limited liability company, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Notary Public Signature

Notary Seal:

EXHIBIT "A"
(Sample Task Order)
TASK ORDER No.

PROFESSIONAL SERVICES
(Electric Demand Response Consulting Services)

THIS TASK ORDER FOR PROFESSIONAL SERVICES ("Task Order") is made on the day of _____, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and **Quanta Technology, LLC**, a State of North Carolina limited liability company ("CONSULTANT").

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT's Proposal, dated _____ and services are generally described as: _____ (the "Project").

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach Electric Utility with demand response consulting services for the Project as specified in the **CONSULTANT's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

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

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of _____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

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

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued pursuant to the Professional Services Agreement (Electric Demand Response Consulting Services) between the City of Lake Worth and the CONSULTANT, dated _____ ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Carmen Y. Davis, City Manager

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: **Quanta Technology, LLC**

By: **DO NOT SIGN – SAMPLE ONLY** _____

[Corporate Seal]

STATE OF NORTH CAROLINA)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____, 2022, by **Quanta Technology, LLC**, a State of North Carolina limited liability company, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Notary Public Signature

Notary Seal:

Exhibit “B”

Consultant’s Hourly Rates

4.4 Hourly Rate Schedule

Quanta Technology Standard Hourly Rates are shown below.

Table 4-2. Quanta Technology Standard Hourly Rates for 2022

Title	Standard Rates (Shown in USD)
Executive Advisor	\$342
Principal Advisor	\$288
Senior Advisor	\$244
Senior AMI Project Manager / Technical Advisor	\$244
Senior Engineer	\$147

These rates are exclusive of taxes, which are the customer’s sole responsibility.



QUANTA
TECHNOLOGY

PROPOSAL

Demand Response Consulting Support

PREPARED FOR

City of Lake Worth Beach

DATE

August 31, 2022

INTERNAL REFERENCE NUMBER

22G008

PREPARED BY

Jesus Gonzalez
jgonzalez@Quanta-Technology.com
(919) 428-9332

Diana Prkacin
dprkacin@Quanta-Technology.com
(919) 737-5519

QUANTA TECHNOLOGY, LLC

4020 Westchase Boulevard, Suite 300, Raleigh, NC 27607 USA

RALEIGH (HQ) | TORONTO | SAN FRANCISCO BAY AREA | SOUTHERN CALIFORNIA | CHICAGO

www.Quanta-Technology.com

Quanta Technology, LLC is a wholly-owned subsidiary of Quanta Services, Inc. (NYSE: PWR)

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VERSION HISTORY:

Version	Date	Description
1.0	8/31/2022	Initial submission



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1 COVER LETTER

Ed Liberty
Director, Electric Utilities
City of Lake Worth Beach

Dear Ed,

Quanta Technology welcomes the opportunity to work with the City of Lake Worth Beach Electric Utility to define and characterize a Demand Response program that will provide involvement opportunities to residents and yield operational benefits to the City of Lake Worth Utility with the goal of achieving a 5 MW or similar target demand reduction as was discussed at our recent meeting.

We are an **independent** and diverse consulting company with approximately 300 experienced consultants and industry experts headquartered in Raleigh, NC, with supporting offices in Illinois, California, and Canada. Our experts can help you with your Demand Response Program feasibility assessment, definition, and implementation. We also offer numerous related services that you can also take advantage of including Grid Modernization, AMI, T&D, Protection, Renewables, Energy storage, Electric Vehicles, and many more.

We have structured our proposal to line up with our discussions to essentially divide the scope of work into three phases:

- Phase 1 (Conduct DR Study): Provide a technology and cost assessment defining the most practical way to achieve the targeted DR reduction with a goal of 5 MW
- Phase 2 (RFP Development/Vendor Selection): Develop the RFP and support vendor bid responses, evaluation, and recommended selection
- Phase 3 (PM Oversight): Provide Project Management Oversight throughout Phase 2 and subsequent implementation and commissioning of the program ensuring that desired results are achieved.

We are providing pricing on Phase 1 and budgetary estimates for Phase 2 to help in your planning process. We also include our recommended Project Management approach. We will be happy to work with you to refine these estimates as the project is better defined.

We believe we are the best fit for this project based on our experience, proven methodology, and our past work and relationship with the City of Lake Worth Beach. Feel free to reach out to our team with any clarifying questions. We are also very open to adapting our proposal further if needed to meet your needs.

We offer a full spectrum of services in the following:

- Grid Modernization & Business Strategy
- Regulatory Compliance
- Advanced Metering Infrastructure (AMI)
- Smart Water Solutions
- Non-revenue water
- Leak Detection, pressure monitoring
- Transmission & Distribution
- Automation & Testing
- Asset Operations
- Protection & Control
- Asset Management
- Enterprise Integration
- Smart Grid Strategies
- Applied R&D
- Renewables Integration
- Energy Storage
- Microgrids



2 SCOPE OF WORK / ADVISORY SERVICES

2.1 Phase 1: Demand Response Study

Phase 1 involves conducting a Demand Response Study primarily aimed at:

- Collecting and analyzing current relevant data from the City of Lake Worth Beach (LWB) System
- Defining system demand response program potential benefits which drive success factors
- Conducting a technology assessment evaluating technology choices
- Detailing anticipated impacts and costs

This phase should result in defining the most practical way of achieving the target demand reduction (e.g. 5 MW or target) while primarily focusing on the residential sector allowing the LWB residents to engage in transformative Energy Programs.

Table 1 below provides an overview of anticipated services performed during this project phase.

Table 1: Phase 1 Proposed Services

Service Breakdown	Description	Notes
Data Collection / Analysis	Obtain and analyze current available data from the City including: <ul style="list-style-type: none"> • Distribution of Customer Types and end use services (e.g. AC, Pool Pump, Water Heater, etc.) • Demand and Load Profiles • System operations and power purchase costs Obtain other available relevant data such as: <ul style="list-style-type: none"> • Experiences with other utilities/customers in FL 	Helps answer: How much is available for reducing, shifting, or increasing load?
System Benefits	Work with the City to define the desired system benefits derived from the Demand Response program. Potential benefits include: <p>Planning:</p> <ul style="list-style-type: none"> • Deferring upgrades <p>Operations:</p>	Helps answer: How can the load be used to create benefits?



	<ul style="list-style-type: none"> Controlling power purchase costs, e.g., demand charges (peak shaving) 	
Conceptual DR Programs (Technology Assessment)	<p>Design potential DR programs options, for example</p> <p>Residential Program options:</p> <ul style="list-style-type: none"> Smart thermostats or other HVAC controls Remote controlled services (water heating, pool pumps, other) Smart EV charging <p>C&I Program Concepts (Palm Beach State College)</p> <ul style="list-style-type: none"> Chilled water loop <p>Other Factors to Consider:</p> <ul style="list-style-type: none"> Communications and control platform Interactions with AMI Experiences with other utilities 	Helps Answer: What technology choices are available for implementation?
Assessment of Impact and Costs	<p>Estimate program benefits and cost. Expected elements include:</p> <ul style="list-style-type: none"> Participation rates and anticipated evolution Load shape impacts, dispatchable loads (daily, seasonal, and/or quarterly) and anticipated C/B Equipment, installation, communication infrastructure, integration, marketing, and SAAS/maintenance costs Customer and Utility Costs (including Incentives) Measurement and evaluation approach Leveraging costs of EE & financing programs 	Helps Answer: Cost / Benefit considerations



2.1.1 Anticipated Schedule

It is anticipated that Phase 1 could take 8 – 12 weeks of duration.

2.2 Phase 2: RFP Development / Vendor Selection

Phase 2 of the project provides the following services associated with RFP development and vendor selection:

Table 2: Phase 2 Proposed Services

Service Breakdown	Description
RFP Development	Development of an RFP Functional Specification detailing system requirements.
RFP Issuance	The City would combine its Terms and Conditions with the RFP Specification and issue the RFP using its preferred method. Quanta Technology would provide oversight and support.
Support for Vendor Questions	Provide answers to vendor questions during the prescribed Q/A period. Responses to be distributed to all bidders.
Compliance review of Bidder Responses	Quanta Technology will develop a compliance matrix with essential elements required for all proposals. An initial compliance review will be conducted to ensure that only compliant bidder responses are forwarded to the Evaluation Team for consideration.
Bidder Proposal Evaluations / Ranking	Quanta Technology will provide rating/ranking matrix allowing for vendor scoring and weighting to be utilized to determine vendor scores.
Shortlist Vendor Interviews	Short-list vendor interviews (up to 2 hours each) are scheduled to allow vendors to present any key items as well as Best and Final Offer considerations.
Final Recommendation	Quanta Technology will consolidate scoring and data gathered during the evaluation process and present a final recommendation to the City. The City will make the final selection.



2.2.1 Anticipated Schedule

This project phase can take between 12 – 14 weeks of elapsed time primarily driven by the following high-level estimates:

- RFP Development: 4 weeks
- Vendor Q/A Period: 1 week (in parallel to Vendor Response period)
- Vendor Response Period: 4 weeks
- Vendor Compliance Review: 1 week
- Vendor Evaluation: 2 weeks – 3 weeks
- Final Recommendation / Wrap up: 1 week

2.3 Phase 3: Project Management Support

Phase 3 involves Project Management (PM) Oversight and Technical Advisement during the system implementation and field rollout phase. The PM will ensure that the program is implemented and will help drive and quantify system benefits, essentially evaluating and achieving the desired results.

Quanta Technology can provide an experienced Senior AMI PMP Certified Project Manager located in Raleigh, NC, to serve as the City's Deployment Program/Project Manager for the project on a T&M basis. The project manager would be responsible for project planning, communication, risk management, action tracking, problem resolution, and financial support. A detailed budgetary estimate can be provided upon a further understanding the selected Demand Response option and chosen technology.



3 PROJECT TEAM

Our assigned project team comprises experts who have previously worked together on similar projects. This section details their qualifications, how they will be organized, and who will work on what aspects of the City’s project. Detailed resumes can be found in Appendix I. The proposed personnel for this project and their roles and responsibilities are shown below

Table 1: Project Team Roles & Contributions

Name	Title	Relevant Experience	Role	Involvement Level	Project Contribution
Jesus Gonzalez, PMP	Principal Advisor	11+ yrs. Utility 24+ yrs. PM	Project Manager	Heavy Participation	Project Management; Team Lead; Customer Prime
Veronika Rabl, PhD	Executive Advisor	40+ yrs. Energy	Subject Matter Expert	Medium Participation	Technical Prime; Advisement
Robert Dumas, PhD	Principal Advisor	40+ yrs. Utility	Subject Matter Expert	Medium Participation	Technical Prime; Advisement
David Uy	Principal Engineer	27+ yrs. Utility Electric	Engineering & Project Support	Heavy Participation	Data Analysis; Project Support
Chad Abbey, PhD	Executive Advisor	19+ yrs. Utility	Subject Matter Expert	Support Role	Technical Prime; Advisement

3.1 Project Organization

Figure 2-2 (below) shows the proposed working structure for this project. Jesus Gonzalez, PMP, will serve as the project manager, overseeing all the activities, the project schedule, work assignments, on-time delivery, quality assurance, and coordination with the customer.

As noted above, the entire team will not be dedicated full-time to your project. The project’s scope will determine the level of involvement in any given phase. This involvement can increase or decrease as needed by the City, but the resource allocation will always be appropriate for the level of effort required on the project. Quanta Technology has sufficient resources to meet the need.

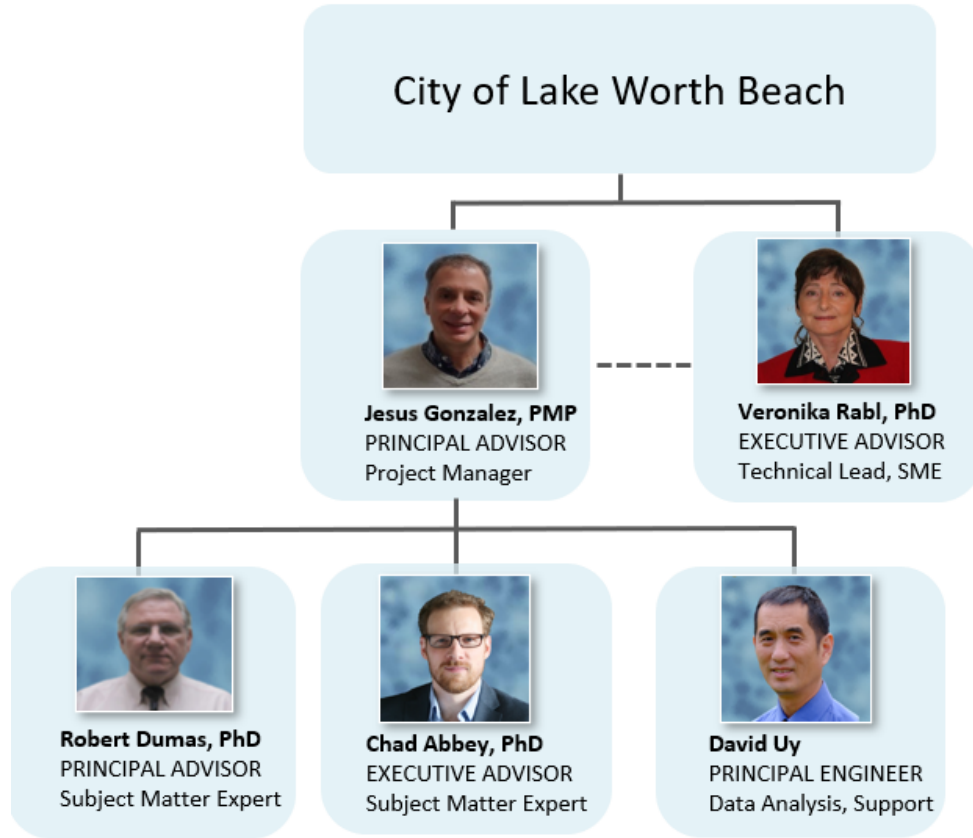


Figure 2-2. Project Organization Chart



4 COST

4.1 Phase 1: Demand Response Study (T&M)

Phase 1 will be billed on a T&M basis. It is anticipated that most of the work will be conducted remote with onsite meetings only conducted as requested by the City. Expenses for requested travel will be billed on an "At Cost" basis with no markup.

Advisory Services	Estimated Cost
Phase 1:	
<ul style="list-style-type: none"> Data Collection System Benefits Conceptual DR Programs (Technology Assessment) Assessment of Impacts and Costs 	\$49,948

4.2 Phase 2: RFP Development / Vendor Selection (budgetary estimate)

A budgetary estimate is provided for Phase 2 activities to help with the City’s planning activities. A formal estimate will be provided upon request once Phase 1 is more clearly understood.

Advisory Services	Budgetary Estimate
Phase 2:	
<ul style="list-style-type: none"> RFP development RFP issuance Support for Vendor Q/A Bid Response Compliance Review Vendor Bid Evaluation /Ranking Shortlist Vendor Interviews Final Recommendation 	\$45,970



4.3 Travel

Travel, lodging, and materials will be billed at cost. Typical travel trips required to support the project implementation are shown below. All other travel tied to T&M-provided services will be rendered as required by the project and billable at cost.

Table 4-1. Proposed Travel Expense Cost Estimate

Item	Trips	Days	Staff	Cost Estimate
PH1: Onsite review meeting	1	2	2	\$1,740
			Total	\$1,740

4.4 Hourly Rate Schedule

Quanta Technology Standard Hourly Rates are shown below.

Table 4-2. Quanta Technology Standard Hourly Rates for 2022

Title	Standard Rates (Shown in USD)
Executive Advisor	\$342
Principal Advisor	\$288
Senior Advisor	\$244
Senior AMI Project Manager / Technical Advisor	\$244
Senior Engineer	\$147

These rates are exclusive of taxes, which are the customer’s sole responsibility.

4.5 Assumptions

No.	Assumption
General	
1	There is a fixed start date within 14 days of contract signing. Possible start of September 15 th .
2	If the project scope or duration changes, we will work with the City team to assess impacts and work through a documented change order process accordingly.
3	Out-of-scope activities would be handled via a documented change order.
Phase 1: Demand Response Study	
4	City will upload all related data and deliver electronically
5	Quanta Technology will not be conducting Market Research. Focus groups can be added as an optional service.
6	Customer data is available and segmented by building type, equipment, saturation/penetration or City will help define estimates.
Phase 2: RFP Development / Vendor Selection	
7	Assumes RFP will be sent out to vendors and up to 6 vendors are evaluated post compliance review
8	Quanta Technology will use existing tools for the bidder RFP evaluation with minimal modification. Customization will be scoped separately.
9	Based on the City’s evaluation, Quanta Technology will make the final vendor recommendation under standard services. The City will make the final vendor selection.



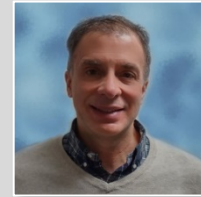
No.	Assumption
10	The budgetary estimate provided does not include support for contract negotiations with vendors. These services can be provided as requested.
11	The City will follow Quanta Technology's recommended review process, including its SharePoint approach to bid management.



APPENDIX I: STAFF RESUMES

JESUS GONZALEZ, PMP

JESUS GONZALEZ, PMP, PRINCIPAL ADVISOR, Protection, Control & Automation, has over 30 years of professional experience spanning the utility and telecommunications sectors and 24 years of project management experience. His utility experience includes over ten years of advanced metering infrastructure (AMI) deployments with Honeywell (formerly Elster Solutions & ABB). He led numerous deployment projects across a broad customer base consisting of municipal cooperatives and IOUs in North America and Mexico. He holds a master’s degree in Information and Computer Science from the Georgia Institute of Technology in Atlanta and has been a certified Project Management Professional for 15 years.



Areas of Expertise

- Advanced Metering Infrastructure (AMI) electric, water, and gas system deployments
- Project management planning and governance, risk analysis/management, cost control
- Project management office portfolio management, Clarity PPM

Experience and Background

- Years of experience in the utility industry 2011–Present
- Principal Advisor, Protection, Control & Automation, Quanta Technology 2022–Present
- Manager Customer Delivery, Honeywell/Elster Solutions 2015–2021
- Senior Project Manager, Customer Delivery, Elster Solutions 2011–2015
- Years of experience in the telecommunications industry 2011–1987

Relevant Field Deployment Projects:

- City of Newberry AMI Deployment, Water: 2.1K, Elec: 1.9, AMI meter deployment (Quanta Technology)
- Entergy, Electric 3.0M, Gas 200K, AMI meter deployment (Honeywell)
- City of Tallahassee, Water: 87K, Electric 113K, Gas 24K, AMI meter deployment (Honeywell)
- City of Fort Collins, Water: 31K, Elec: 68K, AMI meter deployment (Honeywell)
- Lafayette Utilities Sys. (LUS), Water 56K, Electric: 65K, AMI meter deployment (Honeywell)

Accomplishments and Industry Recognition

- Project Management Professional, PMP since 2007
- Six Sigma Green Belt, Villanova University

Education

- MS, Information and Computer Science, Georgia Institute of Technology, 1988
- BS, Electrical and Computer Engineering, University of Miami, 1987



VERONIKA A. RABL, PHD

VERONIKA A. RABL, PhD, EXECUTIVE ADVISOR, Distribution, is an energy systems and markets expert. Her energy career started in solar, energy conservation, and environmental areas at Argonne National Laboratory. She led work in the modelling of community-size energy systems—from generation to service delivery. She managed technical/economic assessments of energy storage technologies while on assignment to U.S. DOE. Until 2001, Dr. Rabl served as General Manager and Director at the Electric Power Research Institute (EPRI). She established EPRI’s demand response research program and technology portfolio, including energy storage, energy management, and distributed load control systems. Veronika’s work includes policy papers on energy efficiency, electric transportation, clean power supply, and electric grid modernization, as well as energy and environmental life cycle assessments. She has recently been a team lead and coauthor of the IEEE PES (Power and Energy Society) Energy Storage Primer. She helped launch the Engineering Founder Societies’ Technology for Carbon Management Grand Challenge Initiative; assessed EPA Clean Power Plan implementation options; reviewed ISO/RTO market rules and processes; served as co-chair of IEEE Joint Task Force on the U.S. DOE Quadrennial Energy Review; and co-chaired e-demand management alternatives for the Commonwealth of Virginia. Currently, she is a consultant specializing in energy and technology policy.



Areas of Expertise

- Skilled in and extensive experience with energy efficiency and demand-response technology, benefits, and applications on both sides of the meter
- Demonstrated expertise in policy analysis and strategy development, reflecting a synthesis of information on technologies, customers, and economic/regulatory environments
- Broad understanding of technology and energy issues in all sectors. Familiar with power system technology, planning, and operations

Experience and Background

- Executive Advisor, Quanta Technology 2020–Present
- Principal, Vision & Results 2005–Present
- Senior Subject Matter Expert, Energetics, Inc. 2012–2017
- Director, Energy Management Consulting, Aspen Systems 2002–2004
- General Manager, Retail Energy Products & Services, EPRI 1981–2001
- Office of Energy Systems Research, U.S. Department of Energy (DOE) 1980–1981
- Assistant Environmental Systems Engineer, Argonne National Laboratory 1974–1979

Accomplishments and Industry Recognition

- Chair, IEEE-USA Energy Policy Committee, 2012–2014,



- IEEE Lead Technical Member of the Engineering Founder Societies' Technology for Carbon Management Initiative, 2009–2014
- Member, DOE/NETL Carbon Capture Peer Review Panel, 2011, 2013
- Recipient of IEEE-USA Professional Achievement Award for Individuals, 2011

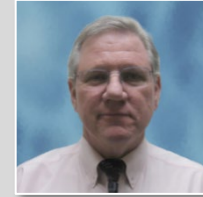
Education

- PhD, Ohio State University, 1974



ROBERT DUMAS, PHD

ROBERT DUMAS, PHD, PRINCIPAL ADVISOR, Protection, Control & Automation, has over 40 years of experience with increasing levels of organizational responsibility in electrical, nuclear, mechanical, and environmental engineering positions associated with electric utility generation, transmission operations, and advanced metering infrastructure (AMI) smart-grid solutions for some of the largest utilities in the US and internationally.



This experience includes 17+ years with Virginia Power Nuclear Design Engineering and 17 years in the AMI industry with Elster Solutions (formerly ABB) and Itron Inc. With Quanta Technology. He has been responsible for project execution of the multi-million-dollar Wide-Area Protection project for National Grid Saudi Arabia and ongoing AMI consulting projects. He continues with Quanta Technology as a senior AMI subject matter expert.

Areas of Expertise

- Project and program management
- Advanced metering infrastructure (AMI)
- Smart metering (electric, water, gas)
- Meter data management systems
- GIS system application
- Utility operations
- Resource planning
- Nuclear plant instrumentation and control
- Nuclear and EMS SCADA systems

Experience and Background

- Years of experience in the electric power industry 1977–Present
- Principal Advisor, Lead AMI, PCA, Quanta Technology 2016, 2018–Present
- Director, Solution Delivery, Itron Inc. 2017–2018
- Managing Partner, Smart Grid Consulting Associates, LLC 2015–2016
- Vice President, Program Implementation, Elster Solutions (formerly ABB) 1999–2014
- Senior Researcher and Doctoral Student, Environmental Engineering, NCSU 1995–1999
- Senior Staff Engineer, Nuclear Design and Power Supply, Virginia Power 1977–1994

Relevant Field Deployment Projects:

- City of Newberry AMI Deployment, Water: 2.1K, Elec: 1.9, AMI meter deployment (Quanta Technology)
- City of Tallahassee, Water: 87K, Electric 113K, Gas 24K, AMI meter deployment (Honeywell)
- City of Fort Collins, Water: 31K, Elec: 68K, AMI meter deployment (Honeywell)
- KCBPU, Water: 54K, Elec: 67K, AMI meter deployment (Honeywell)
- Peterborough, Water: 22K, Elec: 37K, AMI meter deployment (Honeywell)

Education

- PhD, Environmental Engineering, North Carolina State University (NCSU), 1999
- MS, Environmental Engineering, North Carolina State University (NCSU), 1996
- BS, Nuclear Engineering, North Carolina State University (NCSU), 1977



DAVID UY, PE

DAVID UY, PE, SENIOR ENGINEER, Protection, Control & Automation, is an accomplished engineer with expertise in designing and developing customer-focused solutions using customer requirements, system specifications, test and field data, and root cause analysis. He has expertise in developing, producing, and supporting power system protection, automation, energy measurement, and control products. David is also adept at managing projects and deploying efficient customer solutions.



Areas of Expertise

- Advanced metering infrastructure (AMI)
- Advanced meter reading (AMR)
- ANSI C12.18/21/22, DNP 3.0, Modbus, TCP/IP
- Power system protection
- Process management
- Data analysis
- Root cause analysis
- Project management
- Testing

Experience and Background

- Years of experience in the electric power industry 1995–Present
- Senior Engineer (Associate), Quanta Technology 2020–Present
- Sr. Advanced Embedded Engineer, Honeywell International 2016–2019
- Principal Engineer, Elster Solutions 2001–2016
- Senior R&D Engineer, ABB Electric Systems Technology Institute 1997–2001
- R&D Engineer, ABB Transmission Technology Institute 1995–1997

Accomplishments and Industry Recognition

- Licensed Professional Engineer, North Carolina (No. 027004)
- IEEE member, 1983–Present
- Seven patents (four in AMI and three in distribution system protection and monitoring)

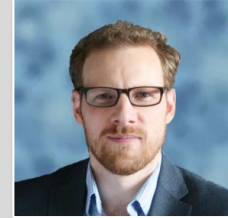
Education

- MS, Electrical Engineering (Power System Reliability), Missouri University of Science and Technology (University of Missouri-Rolla), 1991
- BS, Electrical Engineering, Michigan Technological University, 1988



CHAD ABBEY, PhD

CHAD ABBEY, PhD, SENIOR DIRECTOR, Advisory Services, is an international expert with over eighteen years of industry experience in grid modernization, utility operations, and renewable-energy and energy-storage integration. He has helped utilities and developers navigate the distributed generation (DG) interconnection process, deploy innovative solutions to accelerate and reduce the cost of DG interconnection, and integrate distributed energy resources (DER) into distribution system operations. These projects have included design, specification, and subsequent deployment of distributed energy resource management systems (DERMS) and advanced laboratory testing using real-time simulation of emerging distribution architectures and technologies, including high-penetration DER control, OpenFMB, microgrids, and hierarchical control architectures. Chad has extensive experience with power systems analysis tools such as CYMDIST, Synergi, OpenDSS, EMTP-RV, and OPAL-RT. He has worked on augmenting these commercial tools through integration with Python and historical data for advanced distribution planning, including data analytics and probabilistic planning methods.



Areas of Expertise

- Distributed generation interconnection, DER integration, and Non-Wire Alternatives
- Grid modernization architectures and technologies (DERMS, ADMS, DA)
- Operational data analytics (historian data, AMI, DA device, outage data)
- Software (Python, Matlab, OpenDSS, CYMDIST, OSIsoft PI, EMTP-RV, Power BI)

Experience and Background

- Years of experience in the electric power industry 2003–Present
- Senior Director, Advisory Services, Quanta Technology 2022–Present
- Executive Advisor, Advanced Technology Integration (ATI), Quanta Technology 2020–2022
- Principal Advisor, Advanced Technology Integration (ATI), Quanta Technology 2018–2020
- VP Power Systems, Smarter Grid Solutions 2014–2018
- Smart Grid Engineer, Hydro-Quebec Research Institute 2009–2014
- Engineer and Project Manager, CanmetENERGY, Natural Resources Canada 2004–2009
- Contractor, TransEnergie Technologie 2003–2004

Accomplishments and Industry Recognition

- Working Group Member of IEEE 1547.4, IEEE 1547.8, IEEE P2030.4, IEEE 2030.11, and contributing author to the IEEE Standards Association Power 2050 Vision
- CIGRE C6.11 Active Distribution Networks, WG Secretary
- EPRI Smart Grid Demonstration Innovation Award for Hydro-Quebec Smart Zone
- Published over ten papers in peer-reviewed journals (*IEEE Transactions*, *Elsevier*, *IEEE Power*, and *Energy Magazine*), and over fifty papers in conference proceedings

Education



- PhD, Electrical Engineering, McGill University, 2009
- MEng, Electrical Engineering, McGill University, 2004
- BSc, Electrical Engineering, University of Alberta, 2002

TASK ORDER No. _____

**PROFESSIONAL SERVICES
(Electric Demand Response Consulting Services)**

THIS TASK ORDER FOR PROFESSIONAL SERVICES (“Task Order”) is made on the day of _____, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Quanta Technology, LLC**, a State of North Carolina limited liability company (“CONSULTANT”).

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated August 31, 2022 and services are generally described as: Demand Response Study, Phase 1 (the “Project”).

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach Electric Utility with demand response consulting services for the Project as specified in the CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit “1”.

3.0 Schedule

The services to be provided under this Task Order shall be completed within 8 to 12 weeks from the City’s approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of \$ **49,948.00**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is Jesus Gonzales, phone (919) 428 - 9332; email: jgonzales@quanta-technology.com ; and, the Project Manager for the City is Edward Liberty, phone: (561)586 - 1670; email:eliberty@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued pursuant to the Professional Services Agreement (Electric Demand Response Consulting Services) between the City of Lake Worth and the CONSULTANT, dated _____ (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Carmen Y. Davis, City Manager

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: **Quanta Technology, LLC**

By: _____

[Corporate Seal]

STATE OF NORTH CAROLINA)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____, 2022, by **Quanta Technology, LLC**, a State of North Carolina limited liability company, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Notary Public Signature

Notary Seal:

Exhibit “1”



2 SCOPE OF WORK / ADVISORY SERVICES

2.1 Phase 1: Demand Response Study

Phase 1 involves conducting a Demand Response Study primarily aimed at:

- Collecting and analyzing current relevant data from the City of Lake Worth Beach (LWB) System
- Defining system demand response program potential benefits which drive success factors
- Conducting a technology assessment evaluating technology choices
- Detailing anticipated impacts and costs

This phase should result in defining the most practical way of achieving the target demand reduction (e.g. 5 MW or target) while primarily focusing on the residential sector allowing the LWB residents to engage in transformative Energy Programs.

Table 1 below provides an overview of anticipated services performed during this project phase.

Table 1: Phase 1 Proposed Services

Service Breakdown	Description	Notes
Data Collection / Analysis	<p>Obtain and analyze current available data from the City including:</p> <ul style="list-style-type: none">• Distribution of Customer Types and end use services (e.g. AC, Pool Pump, Water Heater, etc.)• Demand and Load Profiles• System operations and power purchase costs <p>Obtain other available relevant data such as:</p> <ul style="list-style-type: none">• Experiences with other utilities/customers in FL	Helps answer: How much is available for reducing, shifting, or increasing load?
System Benefits	<p>Work with the City to define the desired system benefits derived from the Demand Response program. Potential benefits include:</p> <p>Planning:</p> <ul style="list-style-type: none">• Deferring upgrades <p>Operations:</p>	Helps answer: How can the load be used to create benefits?



2 SCOPE OF WORK / ADVISORY SERVICES

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System Benefits	<p>Work with the City to define the desired system benefits derived from the Demand Response program. Potential benefits include:</p> <p>Planning:</p> <ul style="list-style-type: none"> • Deferring upgrades <p>Operations:</p>	Helps answer: How can the load be used to create benefits?

4.1 Phase 1: Demand Response Study (T&M)

Phase 1 will be billed on a T&M basis. It is anticipated that most of the work will be conducted remote with onsite meetings only conducted as requested by the City. Expenses for requested travel will be billed on an "At Cost" basis with no markup.

Advisory Services	Estimated Cost
Phase 1: <ul style="list-style-type: none">• Data Collection• System Benefits• Conceptual DR Programs (Technology Assessment)• Assessment of Impacts and Costs	\$49,948

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Electric Utility

TITLE:

Proposed changes to Residential Electric Utility Rate Tiers

SUMMARY:

Proposed changes to expand the number of residential electric rate tiers as requested by the City Commission.

BACKGROUND AND JUSTIFICATION:

On July 26, 2022, in the City Commission's motion to approve changes in the Power Cost Adjustment effective September 1, 2022, directed Electric Utility Staff to "bring back a presentation on a multi-tier billing option to future meetings." Accordingly, Staff has worked with the City's Electric Rates Consultant at Leidos on an alternative multi-tier structure and is providing same to the City Commission for review and comment.

The City's electric utility has used a two-tier rate structure for a number of years, prior to which a three-tier rate structure was used. The current rate structure has rates for customers using less than 1,000 kwh per month and another rate structure for customers using greater than 1,000 kwh per month. The alternative three-tier residential rate would be as follows: 0 to 500 kwh/month, 500 to 1,000 kwh/month, and 1,000 kwh/month and above.

If approved, and using rates in effect as of September 1, 2022 as an example, the City's residential electric customers using 500 kwh/month would see a decrease in their monthly bills of 5.52% or \$4.17 per month, customers using 1,000 kwh/month would see an increase in their monthly bills of 1.18% or \$1.66 per month, and customers using 2,500 kwh/month would see an increase in their monthly bills of 1.09% or \$4.15.

Consultant notes that only one other utility in the State of Florida uses a three-tier rate structure for residential electric service. With a 4 cent/kwh differential between the first and last rate tiers the example provided is believed to have highest differential in rates of any utility in the state. Discussion with the Florida Public Service Commission will be scheduled by Consultant and Staff to determine if this would be allowed.

The examples presented in the preceding paragraph are intended to be illustrative of the impacts of the potential change in rates under currently approved rates and are intended to support continued discussion with the City Commission on their request to "bring back a presentation on a multi-tier billing option to future meetings." Actual effects of a possible change in tiers would vary depending on rates in effect at the time of the change.

In developing the alternate multi-tier system, Consultant has designed the new rate tiers to be "revenue neutral", meaning that residential electric utility rate revenues would remain the same regardless of the changes, absent of course a future overall rate increase intended to increase revenues. Staff suggest that changes in residential rate tiers, if approved as presented, be

made effective no earlier than January 1, 2023 so as to allow time for the changes to be made in City's billing system.

MOTION:

Move to approve/disapprove a change to the Electric Utility Residential Electric Rate Structure to incorporate three tiers as drafted by Staff and Consultant effective January 1, 2023.

ATTACHMENT(S):

Residential Distribution by Consumption – Tiered (spreadsheet data table)
Comparison of Existing and Alternate 3-Block Rates (spreadsheet data table)
Alternate Residential 3-Block Rate Revenue (spreadsheet data table)

Fiscal Impact Analysis N/A

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Alternate Residential 3-Block Rate

			Residential Service		
<u>Existing Rate</u>			<u>Sept 2022</u>	<u>Units</u>	<u>\$</u>
Customer Charge		(\$)	\$10.55	283,858	\$2,994,702
Energy Charge	First 1,000 kWh	(\$/kWh)	\$0.06900	208,292,160	\$14,372,159
Energy Charge	Additional kWh	(\$/kWh)	\$0.08900	55,702,973	\$4,957,565
Subtotal					\$22,324,426
PCA	First 1,000 kWh	(\$/kWh)	\$0.06092	208,292,160	\$12,689,158
PCA	Additional kWh	(\$/kWh)	\$0.07092	55,702,973	\$3,950,455
Subtotal					\$16,639,613
Total					\$38,964,039
<u>Alternate Rate</u>			<u>Sept 2022</u>	<u>Units</u>	<u>\$</u>
Customer Charge		(\$)	\$10.55	283,858	\$2,994,702
Energy Charge	First 500 kWh	(\$/kWh)	\$0.06588	126,016,757	\$8,301,984
Energy Charge	Next 500 kWh	(\$/kWh)	\$0.07588	82,275,403	\$6,243,058
Energy Charge	Additional kWh	(\$/kWh)	\$0.08588	55,702,973	\$4,783,771
Subtotal					\$22,323,515
PCA	First 500 kWh	(\$/kWh)	\$0.05570	126,016,757	\$7,019,133
PCA	Next 1,000 kWh	(\$/kWh)	\$0.06570	82,275,403	\$5,405,494
PCA	Additional kWh	(\$/kWh)	\$0.07570	55,702,973	\$4,216,715
Subtotal					\$16,641,342
Total					\$38,964,857

Residential Distribution by Consumption - Tiered

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Total	Current Distribution	Alternate Distribution	Current Distribution
0-Minimum	1,529	1,580	2,466	2,619	2,679	2,281	1,839	1,838	1,681	1,358	1,377	1,247	22,494	8%	24%	59%
>214-500 kwh	2,635	3,173	5,522	5,854	6,706	5,881	3,923	3,345	3,009	2,031	2,206	1,853	46,138	16%		
>500-750 kwh	3,439	4,036	5,357	5,298	5,805	5,727	4,492	4,051	3,843	2,989	3,133	2,838	51,008	18%		
>750-1000 kwh	3,657	4,180	4,188	4,067	3,937	4,230	4,266	4,193	4,093	3,406	3,680	3,335	47,232	17%	35%	41%
>1000-1200 kwh	2,723	2,943	2,188	2,131	1,885	2,178	2,739	2,928	2,833	2,780	2,737	2,708	30,773	11%		
>1200-1500 kwh	3,484	3,223	2,022	1,857	1,452	1,812	2,889	3,148	3,243	3,670	3,735	3,758	34,293	12%		
>1500-2000 kwh	3,471	2,715	1,267	1,266	829	1,134	2,314	2,631	3,035	4,115	3,820	4,277	30,874	11%	41%	41%
>2000 kwh	2,590	1,619	528	527	329	466	1,254	1,490	1,910	3,333	2,912	3,633	20,591	7%		
Total Monthly Customer Count &	23,528	23,469	23,538	23,619	23,622	23,709	23,716	23,624	23,647	23,682	23,600	23,649	283,403			

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 25, 2022

DEPARTMENT: Electric Utility

TITLE:

Purchased Power Cost Adjustment (PCA)

SUMMARY:

Establishing the Purchased Power Cost Adjustment in Electric Utility Rates effective December 1, 2022.

BACKGROUND AND JUSTIFICATION:

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

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

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

In order to establish the PCA, City's Electric Utility Staff provides a recommendation to the City Commission of the PCA for the upcoming 3-month period. In determining the PCA recommendation, Staff uses a combination of actual incurred purchased power costs for the prior period (which are trueed up to the prior forecast for the same period) together with a forecast of purchased power costs for the upcoming 3-month period. In performing its analysis Staff calculates a True-Up amount representing the over or under recovery of purchased power costs from the prior period, which are then credited or debited to the following period accordingly.

Due to the impact of high natural gas costs on wholesale power costs Staff has developed two cases for evaluation by the City Commission. The cases include a Base Case for recovery of the True-Up in which the True-Up amount would be recovered over a 3- month period, and an Alternate Case in which the True-Up amount would be recovered over a period of 4 calendar quarters. The Alternate Case would serve to minimize the near-term impact to customers of high energy prices by spreading the recovery of the True-Up amount over a longer period of time.

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

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

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

Where:

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

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

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

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

Accordingly, the recommended PCA elements effective December 1, 2022 under a Base Case are as follows:

$$A = \$3,956,745$$

$$B = \$4,294,034$$

$$C = \$0$$

$$D = 117,097 \text{ MWh}$$

$$PCA = \$70.46 \text{ per MWh}$$

Base Case PCA; Residential First 1,000 kWh per month = \$0.06836 per kWh

Base Case PCA; Residential Additional kWh above 1,000 kWh per month = \$0.07836 per kWh

Base Case PCA; Average; Commercial and Demand = \$0.07046 per kWh

Alternatively, the recommended PCA elements effective December 1, 2022 under the Alternate Case are as follows:

$$A = \$3,956,745$$

$$B = \$3,422,345$$

$$C = \$0$$

D =117,097 MWh

PCA = \$63.02 per MWh

Alternate Case PCA; Residential First 1,000 kWh per month = \$0.06092 per kWh

Alternate Case PCA; Residential Additional kWh above 1,000 kWh per month = \$0.07092 per kWh

Alternate Case PCA; Average; Commercial and Demand = \$0.06302 per kWh

If approved, the PCA for all customer rate classes will change effective December 1, 2022. For comparison purposes the monthly bill for the benchmark 1,000 kWh per month Residential Customer will increase by \$6.98 per month under the Base Case, or by \$0.00 per month under the Alternate Case.

MOTION:

Move to approve/disapprove the PCA as presented under the Base Case or Alternate Case effective December 1, 2022.

ATTACHMENT(S):

PCA Base Calculation December 1, 2022

PCA Alternate Calculation December 1, 2022

Gas Pricing Graph

Rate Comparison

Resolution 92-2021

CITY OF LAKE WORTH BEACH, FLORIDA
POWER COST ADJUSTMENT CALCULATION
BASE CASE

- 1 Projected Period Oct 2022 - Dec 2022
 2 Prior Period True-Up June 2022 - August 2022

PCA = (A + B + C) / D

3	A = Projected Power Costs for the 3 months Oct 2022 - Dec 2022 (FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity, energy and directly related costs, Lake Worth Beach electric utility power generating fuel, and transmission costs)	\$3,956,745	
	B = True up amount for prior period June 2022 - August 2022		
4	Actual Power Costs	\$10,241,541	
5	Actual PCA Revenues	\$5,947,507	
6	Difference	<u>\$4,294,034</u>	
7	B = True Up amount = Line 6	\$4,294,034	
8	Remaining Costs to be Recovered	\$0	
9	A + B =	\$8,250,779	
10	C = Amount transferred to or from the Rate Stabilization Fund	\$0	
11	D = Projected retail sales in MWh for the 3 months Oct 2022 - Dec 2022	117,097	
12	PCA = (A + B + C) / D =	<u>\$70.46</u> per MWh	
13		<u>\$0.07046</u> per kWh	
14		\$70.46 per 1,000 kWh	
15	Current PCA (Average - Commercial, Demand)	\$0.06302 per kWh	
16	Current PCA (First 1,000 kWh Residential)	\$0.06092 per kWh	
17	Current PCA (Additional kWh Residential)	\$0.07092 per kWh	
18	Current PCA (Average - Commercial, Demand)	\$63.02 per 1,000 kWh	
19	Change in PCA	\$0.00744 per kWh	
20	Monthly Change in Bill for 1,000 kWh Residential Customer and other customers per 1,000 kWh	<u>\$7.44</u> per 1,000 kWh	
21	Proposed PCA (Average - Commercial, Demand)	\$0.07046 per kWh	
22	Proposed PCA (First 1,000 kWh Residential)	\$0.06836 per kWh	
23	Proposed PCA (Additional kWh Residential)	\$0.07836 per kWh	

CITY OF LAKE WORTH BEACH, FLORIDA
POWER COST ADJUSTMENT CALCULATION
ALTERNATE CASE

1 Projected Period Oct 2022 - Dec 2022
 2 Prior Period True-Up June 2022 - August 2022

PCA = (A + B + C) / D

3	A = Projected Power Costs for the 3 months Oct 2022 - Dec 2022 (FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity, energy and directly related costs, Lake Worth Beach electric utility power generating fuel, and transmission costs)	\$3,956,745	
	B = True up amount for prior period June 2022 - August 2022		
4	Actual Power Costs	\$10,241,541	
5	Actual PCA Revenues	\$5,947,507	
6	Difference	<u>\$4,294,034</u>	
7	B = True Up amount = Line 6 X 79.7%	\$3,422,345	
8	Remaining Costs to be Recovered	\$871,689	
9	A + B =	\$7,379,090	
10	C = Amount transferred to or from the Rate Stabilization Fund	\$0	
11	D = Projected retail sales in MWh for the 3 months Oct 2022 - Dec 2022	117,097	
12	PCA = (A + B + C) / D =	<u>\$63.02</u>	per MWh
13		<u>\$0.06302</u>	per kWh
14		\$63.02	per 1,000 kWh
15	Current PCA (Average - Commercial, Demand)	\$0.06302	per kWh
16	Current PCA (First 1,000 kWh Residential)	\$0.06092	per kWh
17	Current PCA (Additional kWh Residential)	\$0.07092	per kWh
18	Current PCA (Average - Commercial, Demand)	\$63.02	per 1,000 kWh
19	Change in PCA	\$0.00000	per kWh
20	Monthly Change in Bill for 1,000 kWh Residential Customer and other customers per 1,000 kWh	<u>\$0.00</u>	per 1,000 kWh
21	Proposed PCA (Average - Commercial, Demand)	\$0.06302	per kWh
22	Proposed PCA (First 1,000 kWh Residential)	\$0.06092	per kWh
23	Proposed PCA (Additional kWh Residential)	\$0.07092	per kWh

Natural Gas Pricing



CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Comparison of Existing and Proposed Residential Service Rates [1]

Residential Service						
			Sept 2022	Dec 2022		
Customer Charge		(\$)	\$10.55	\$10.55		
Energy Charge	First 1,000 kWh	(\$/kWh)	\$0.06900	\$0.06900		
Energy Charge	Additional kWh	(\$/kWh)	\$0.08900	\$0.08900		
PCA	First 1,000 kWh	(\$/kWh)	\$0.06092	\$0.06836		
PCA	Additional kWh	(\$/kWh)	\$0.07092	\$0.07836		
Minimum Bill			\$35.00	\$35.00		
Usage (kWh)	Sept 2022		Dec 2022		Difference	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
500	75.51	15.102	79.23	15.846	3.72	0.744
600	88.50	14.750	92.97	15.494	4.46	0.744
700	101.49	14.499	106.70	15.243	5.21	0.744
800	114.49	14.311	120.44	15.055	5.95	0.744
900	127.48	14.164	134.17	14.908	6.70	0.744
1,000	140.47	14.047	147.91	14.791	7.44	0.744
1,100	156.46	14.224	164.65	14.968	8.18	0.744
1,200	172.45	14.371	181.38	15.115	8.93	0.744
1,300	188.45	14.496	198.12	15.240	9.67	0.744
1,400	204.44	14.603	214.85	15.347	10.42	0.744
1,500	220.43	14.695	231.59	15.439	11.16	0.744
2,000	300.39	15.020	315.27	15.764	14.88	0.744
2,500	380.35	15.214	398.95	15.958	18.60	0.744
3,000	460.31	15.344	482.63	16.088	22.32	0.744
4,000	620.23	15.506	649.99	16.250	29.76	0.744
5,000	780.15	15.603	817.35	16.347	37.20	0.744

[1] Amounts shown reflect single phase, inside the City service.

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Comparison of Existing and Proposed General Service Non-Demand Rates [1]

General Service Non-Demand						
			<u>Sept 2022</u>	<u>Dec 2022</u>		
Customer Charge		(\$)	\$17.00	\$17.00		
Energy Charge	All kWh	(\$/kWh)	\$0.08700	\$0.08700		
Power Cost Adjustment		(\$/kWh)	\$0.06302	\$0.07046		
Minimum Bill - Single Phase			\$50.00	\$50.00		
Minimum Bill - Poly Phase			\$50.00	\$100.00		

<u>Usage</u> (kWh)	<u>Sept 2022</u>		<u>Dec 2022</u>		<u>Difference</u>	
	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
1,000	167.02	16.702	174.46	17.446	7.44	0.744
1,250	204.53	16.362	213.83	17.106	9.30	0.744
1,500	242.03	16.135	253.19	16.879	11.16	0.744
1,750	279.54	15.973	292.56	16.717	13.02	0.744
1,900	302.04	15.897	316.17	16.641	14.14	0.744
2,000	317.04	15.852	331.92	16.596	14.88	0.744
3,000	467.06	15.569	489.38	16.313	22.32	0.744
4,000	617.08	15.427	646.84	16.171	29.76	0.744
5,000	767.10	15.342	804.30	16.086	37.20	0.744
6,000	917.12	15.285	961.76	16.029	44.64	0.744
7,000	1,067.14	15.245	1,119.22	15.989	52.08	0.744
8,000	1,217.16	15.215	1,276.68	15.959	59.52	0.744
9,000	1,367.18	15.191	1,434.14	15.935	66.96	0.744
10,000	1,517.20	15.172	1,591.60	15.916	74.40	0.744

[1] Amounts shown reflect single phase, inside the City service.

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Comparison of Existing and Proposed Rates for General Service Demand [1]

General Service Demand								
					Sept 2022	Dec 2022		
		Customer Charge		(\$)	\$130.00	\$130.00		
		Demand Charge		(\$/kW)	\$12.00	\$12.00		
		Energy Charge	All kWh	(\$/kWh)	\$0.05200	\$0.05200		
		Power Cost Adjustment		(\$/kWh)	\$0.06302	\$0.07046		
Demand (kW)	Hours	Usage (kWh)	Sept 2022		Dec 2022		Difference	
			Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
30	200	6,000	1,180.12	19.669	1,224.76	20.413	44.64	0.744
	300	9,000	1,525.18	16.946	1,592.14	17.690	66.96	0.744
	400	12,000	1,870.24	15.585	1,959.52	16.329	89.28	0.744
100	200	20,000	3,630.40	18.152	3,779.20	18.896	148.80	0.744
	300	30,000	4,780.60	15.935	5,003.80	16.679	223.20	0.744
	400	40,000	5,930.80	14.827	6,228.40	15.571	297.60	0.744
500	200	100,000	17,632.00	17.632	18,376.00	18.376	744.00	0.744
	300	150,000	23,383.00	15.589	24,499.00	16.333	1,116.00	0.744
	400	200,000	29,134.00	14.567	30,622.00	15.311	1,488.00	0.744

[1] Amounts shown reflect inside the City service, and exclude any applicable primary service discount or power factor correction.

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

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

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

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

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

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

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

A. Regular Residential Electric (Schedule R-S)

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

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

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

B. Regular Commercial Service (Schedule C-S)

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

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

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

C. Demand Commercial Service (Schedule CD-S)

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

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

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

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

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

6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
 7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
 8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
 9. Minimum Bill: The minimum bill for electric use shall be \$50.00 per month for single phase service and \$100.00 per month for poly phase service.
- E. Time of Use Demand Commercial Service (Schedule CDT-S)
1. Designation: Time of Use Demand Commercial Service
 2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
 3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
 4. Service: Single or three phase, 60 cycles and at any available standard 416 voltage, at the option of the City of Lake Worth Beach.
 5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each Electric account receiving a bill. \$140.00 per month.
 - b. Energy Charge:
 - i. Off Peak \$0.0620 per kWh
 - ii. On Peak \$0.2400 per kWh
 - iii. Demand Charge: \$7.00 per kW.
 - iv. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
 - v. Power Factor Adjustment: When demand is measured with a kW 438 meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
 - vi. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day.
 - vii. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.
 6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
 7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.

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

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

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

3. Energy Charge per kWh

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

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

G. Private Area Lighting (Schedule L-P)

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

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

Description Unit Cost per Month

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

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

H. Street Lighting (Schedule L-S)

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

Description Unit Cost per Month

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

c. Appurtenances:

Description Unit Cost per Month

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

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

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

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

where:

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

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

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

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

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

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

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

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

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

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

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

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

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

LAKE WORTH BEACH CITY COMMISSION

By: _____

Betty Resch, Mayor

ATTEST:



Melissa Ann Coyne, City Clerk

