



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**UTILITY CITY COMMISSION MEETING (REVISED)**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, JANUARY 31, 2023 - 6:00 PM**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:** led by Vice Mayor Christopher McVoy

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

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

- A. Update from Ed Liberty, Electric Utility Director
- B. [Electric Reliability Presentation by Jason Bailey, Electric Utility Assistant Director for System Operations](#)
- C. [Customer Service Collections and Call Detail Presentation from Nanette McTeague, Customer Service Manager](#)

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

**APPROVAL OF MINUTES:**

- A. [November 29, 2022](#)

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

- A. [Amendment to increase staff headcount to add Lineman Apprentice Position](#)
- B. [Agreement with Guardian Community Resource Management Inc. for Environmental Review and Grant Management](#)

**UNFINISHED BUSINESS:**

- A. [Demand Response Program Consulting Support](#)

**NEW BUSINESS:**

- A. [Professional Services Agreement with Nalco Water](#)
- B. [Task Order No. 12 with E.C. Fennell, PA, to complete engineering design for the New Main Yard Feeder 1W18](#)
- C. [Task Order No. 13 with E.C. Fennell, PA, to complete engineering design for the E-12 Circuit Storm Hardening](#)
- D. [Agreement with ULS Corporate, Inc. for the purchase and delivery of overhead, pole-mounted distribution transformers](#)
- E. [Purchase Order\(s\) to McWane Poles for the purchase and delivery of ductile iron utility poles](#)
- F. [First Amendment to Horizons Energy, LLC for consulting services.](#)
- G. [Interdepartmental Budget Transfer to cover Hurricane Nicole Expenses](#)

H. [Discussion of grant opportunities - Bi-partisan Infrastructure law Topic Area 1 \(Grid Resilience\) and Topic Area 2 \(Smart Grid\)](#)

**ADJOURNMENT:**

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

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





LAKE WORTH BEACH

**Electric**  
Utilities<sup>SM</sup>

**CITIZEN OWNED ENERGY**

Electric Reliability Presentation

1.31.2023

Jason C. Bailey

Assistant Director – System Operations

**CAIDI - Customer Average Interruption Duration Index**

The average time to restore service to interrupted customers within a specified area of service over a given period of time.

**SAIDI – System Average Interruption Duration Index**

The average minutes of service interruption duration per customer served within a specified area of service over a given period of time.

**SAIFI – System Average Interruption Frequency Index**

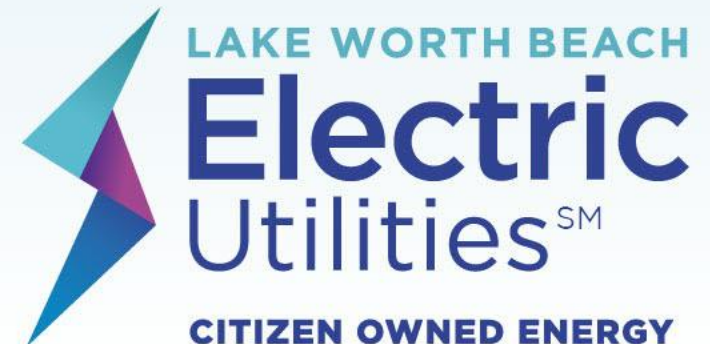
The average number of Service Interruptions per customer within a specified area of service over a given period of time.

**MAIFI – Momentary Average Interruption Event Frequency Index**

The average number of Momentary Interruption Events recorded on primary circuits for a specified area of service over a given period of time.

**L-Bar – Average Duration of Outage Events**

The sum of each outage event duration for all outage events occurring during a given time period, divided by number of outage events over the same time period within a specific area of service.

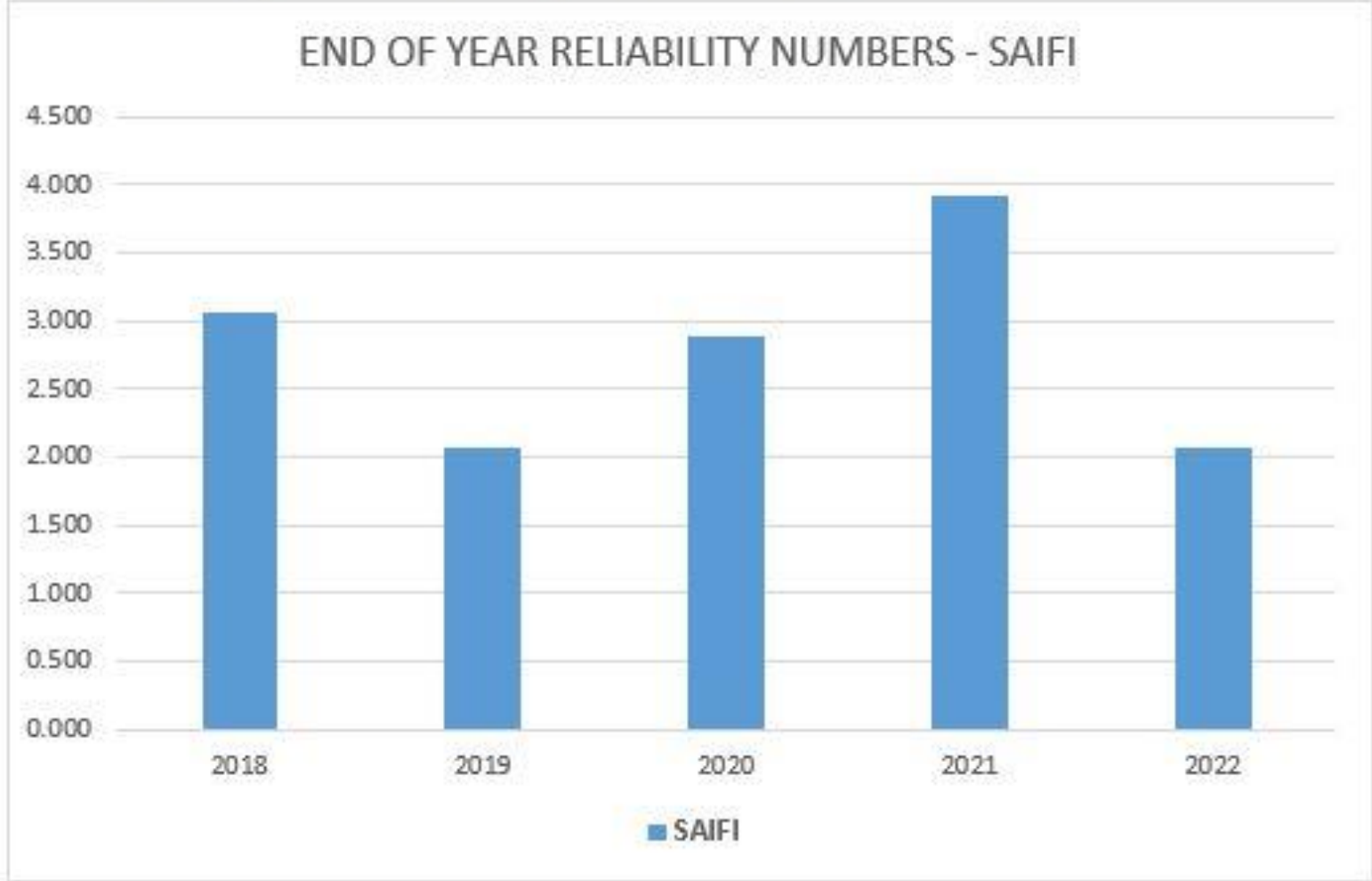


SAIFI – Measures the average frequency of interruptions for the average customer.

**END OF YEAR RELIABILITY NUMBERS - SAIFI**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>SAIFI</u>	3.073	2.078	2.889	3.917	2.070
<u>% Change</u>		-32.4%	39.0%	35.6%	-47.2%

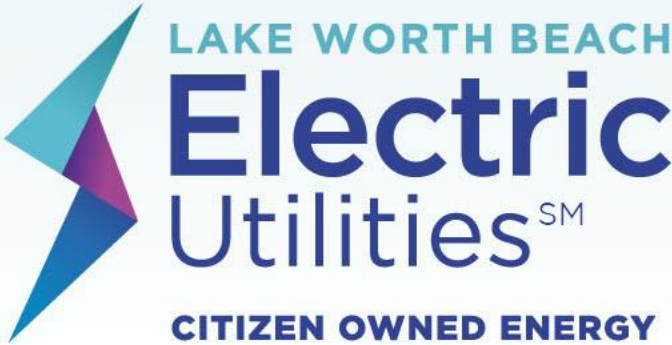
**END OF YEAR RELIABILITY NUMBERS - SAIFI**



$$\frac{\text{Customers that experienced an outage}}{\text{Number of customers served}}$$

$$\frac{56,940}{27,510} = 2.070$$

Last year was 107,050 impacted.  
A reduction of 47.2%

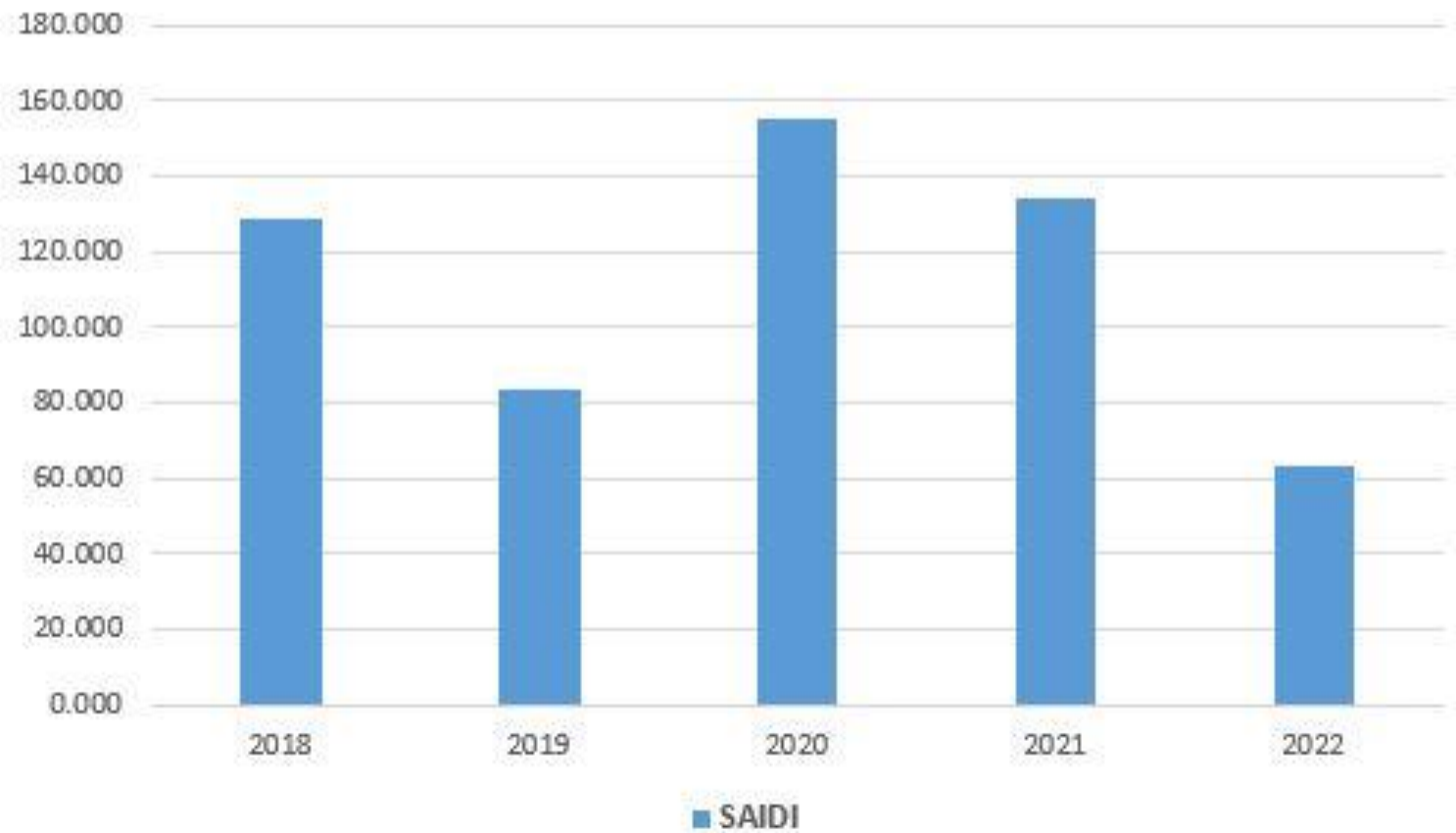


SAIDI – Measures the average duration of interruptions for the average customer

<u>END OF YEAR RELIABILITY NUMBERS - SAIDI</u>					
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>SAIDI</u>	128.861	83.601	154.835	134.068	63.384
<u>% Change</u>		-35.1%	85.2%	-13.4%	-52.7%

Customer minutes of interruption (CMI) equals the number of customers out times the duration of the outage in minutes.  
 1 customer out of 100 minutes = 100 CMI  
 10 customers out for 10 minutes = 100 CMI

END OF YEAR RELIABILITY NUMBERS - SAIDI



$$\frac{\text{Customer minutes of interruption}}{\text{Number of customers served}}$$

$$\frac{1,743,689}{27,510} = 63.384$$

Last year was 3,663,672 CMI  
 A reduction of 52.7%

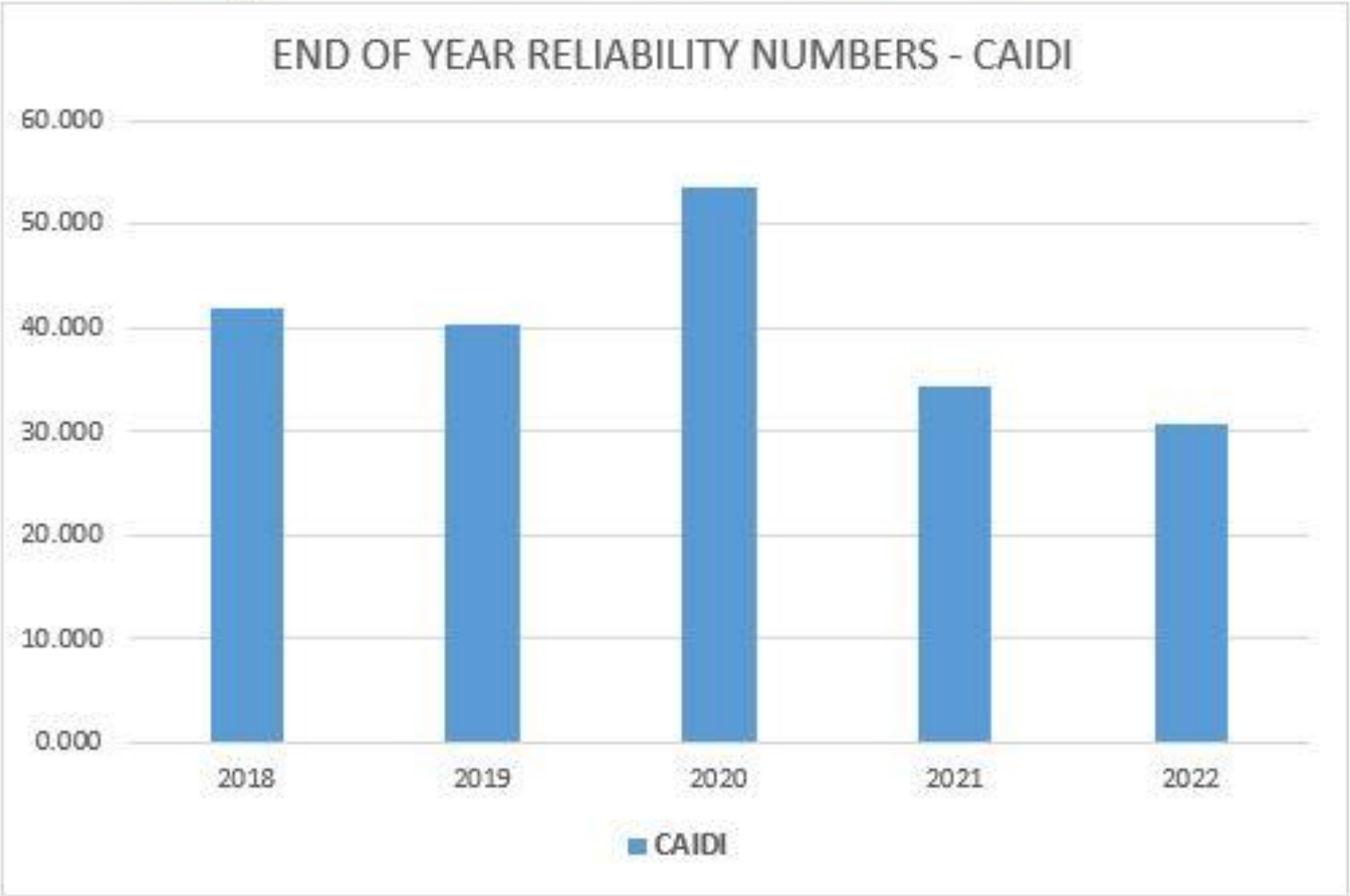


CAIDI – Measures the average repair time experienced by the average interrupted customer

**END OF YEAR RELIABILITY NUMBERS - CAIDI**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>CAIDI</u>	41.939	40.226	53.590	34.224	30.623
% Change		-4.1%	33.2%	-36.1%	-10.5%

**END OF YEAR RELIABILITY NUMBERS - CAIDI**



$$\frac{\text{SAIDI}}{\text{SAIFI}} = \text{CAIDI}$$

$$\frac{63.384}{2.070} = 30.623$$

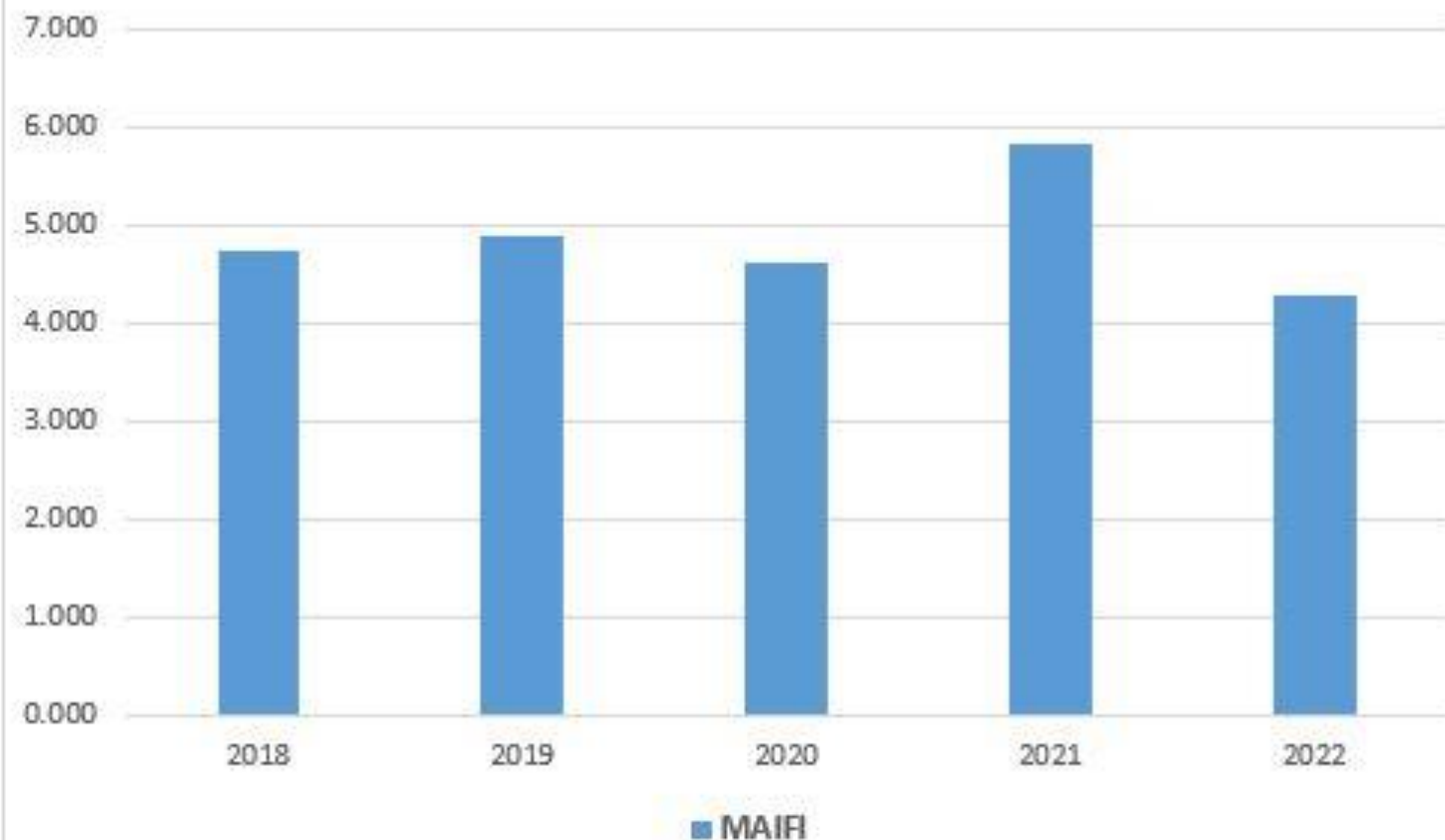




MAIFI – measures the average frequency of momentary interruption events for the average customer.

<u>END OF YEAR RELIABILITY NUMBERS - MAIFI</u>					
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>MAIFI</u>	4.733	4.871	4.616	5.820	4.280
<u>% Change</u>		2.9%	-5.2%	26.1%	-26.5%

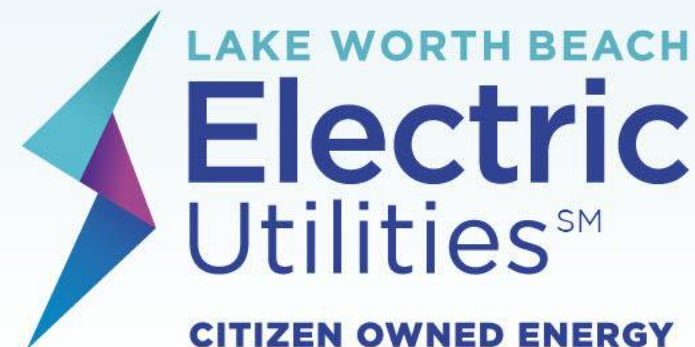
END OF YEAR RELIABILITY NUMBERS - MAIFI



Customers that experienced a momentary  
Number of customers served

$$\frac{117,753}{27,510} = 4.280$$

Last year was 159,035 CME  
A reduction of 26.5%

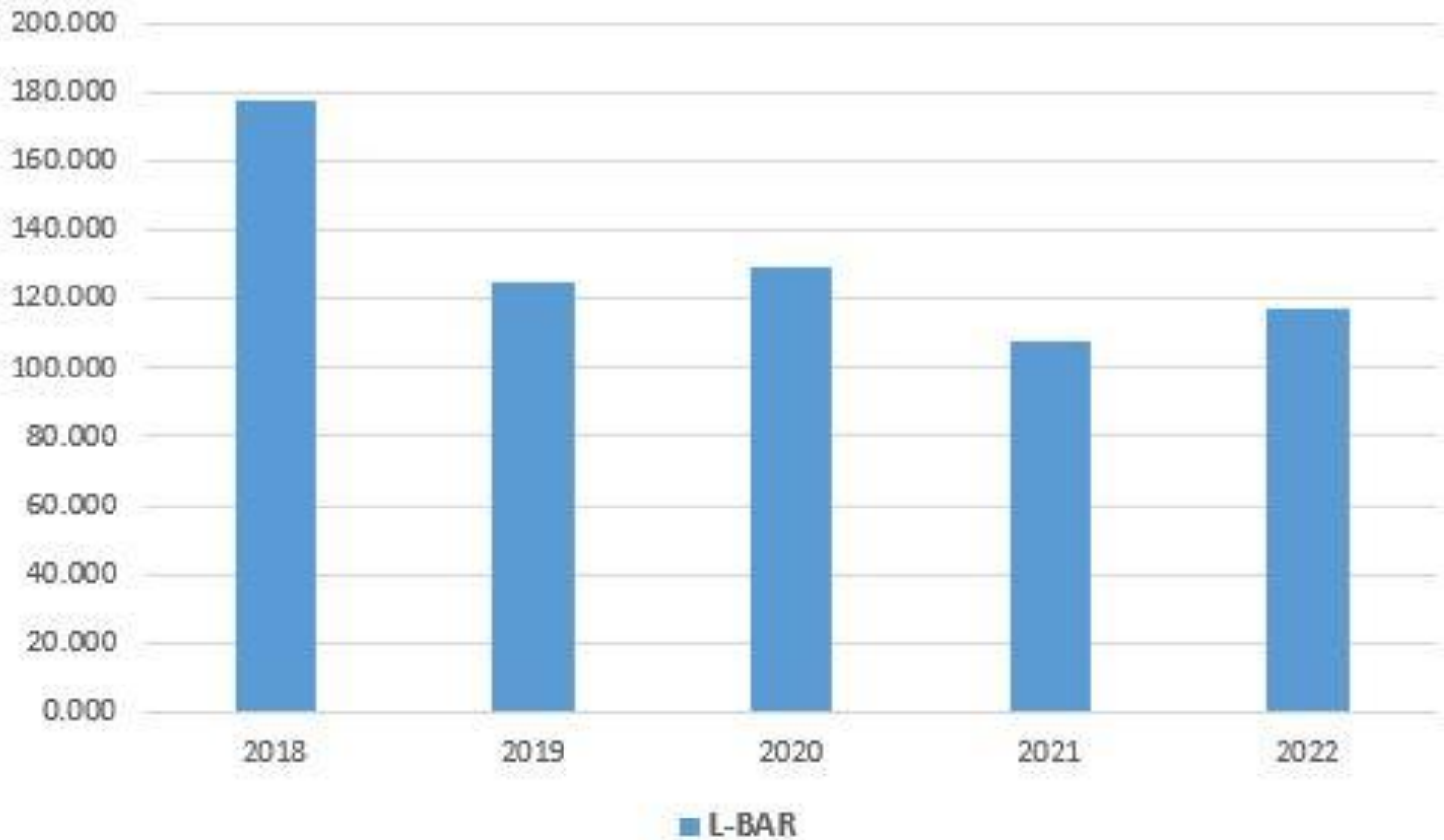


L-BAR – Measures the average length of a single outage

**END OF YEAR RELIABILITY NUMBERS - L-BAR**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>L-BAR</u>	177.581	124.631	129.319	107.202	116.680
% Change		-29.8%	3.8%	-17.1%	8.8%

**END OF YEAR RELIABILITY NUMBERS - L-BAR**



$$\frac{\text{Sum of each outage in minutes}}{\text{Number of outages}}$$

$$\frac{35,354}{303} = 116.680$$





Projects underway that are driving the numbers down...

Main Yard Control House – Insulator and Switch Project





# Projects underway that are driving the numbers down...

## Main Yard Switch Project



Insulators from 1966



LAKE WORTH BEACH

**Electric**  
Utilities<sup>SM</sup>

CITIZEN OWNED ENERGY



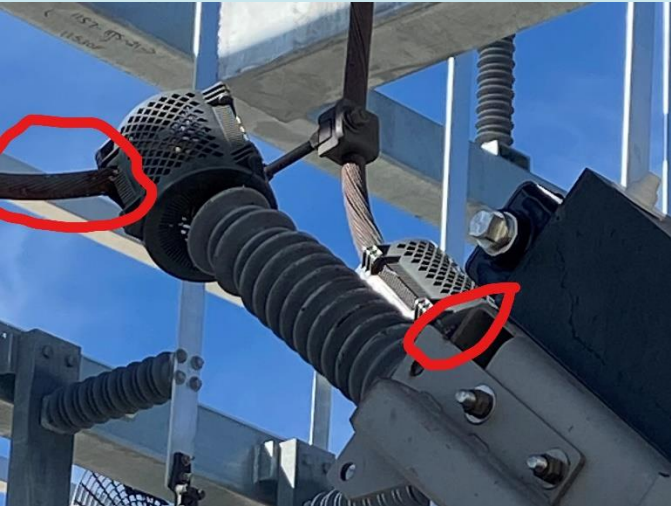
# Main Yard Insulator and Switch Project

TD-71 and TD-72  
138/26kV 50MVA  
Transformers

Structural Steel for Canal Station







Recent animal contacts causing major  
Substation outages



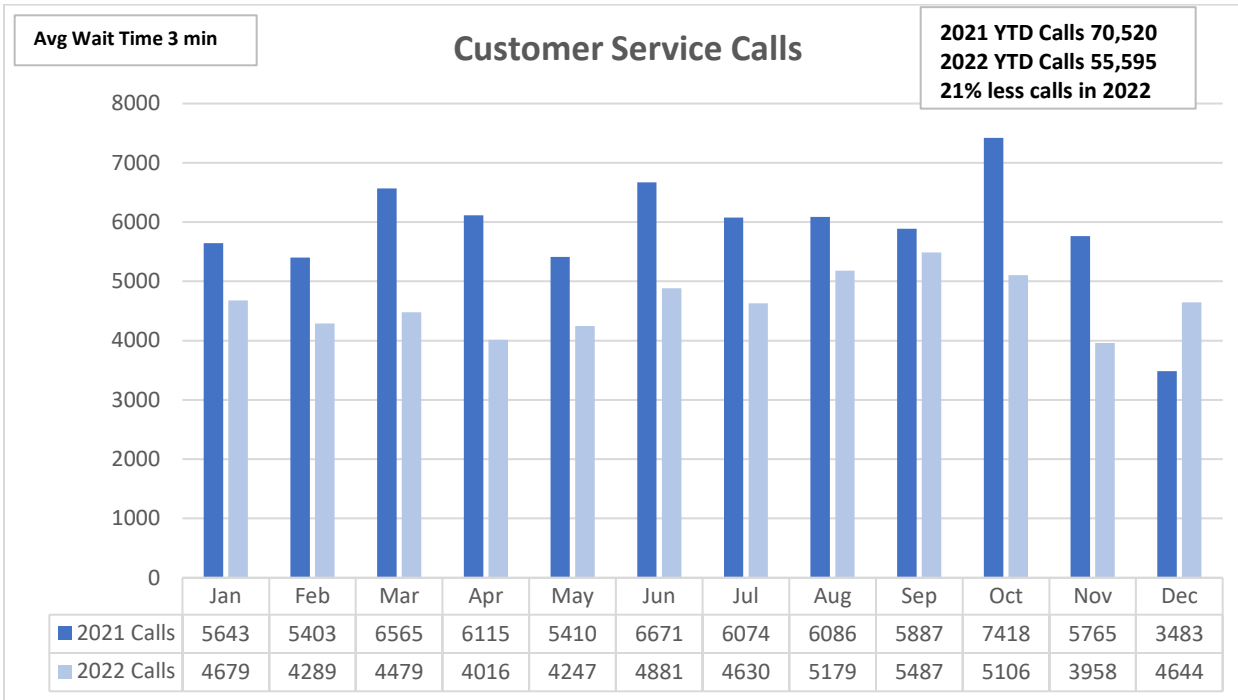




# Thank you... Questions?

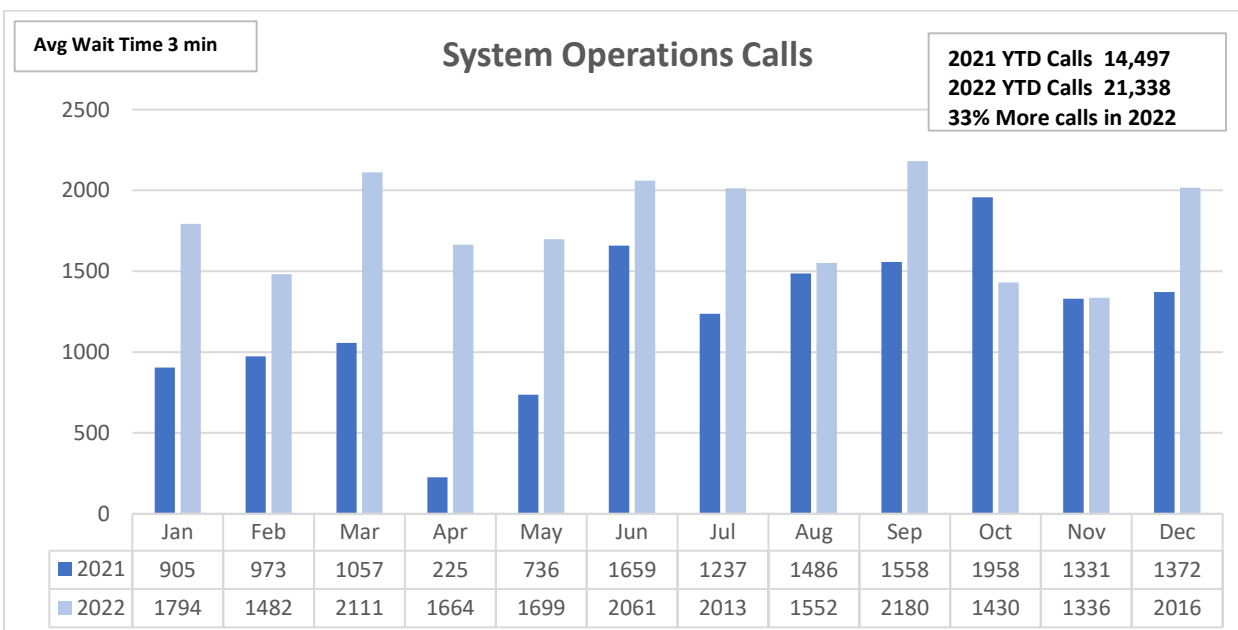


# Customer Service



\*Reduced Cost by \$83,580 over 2021

\*93% Of Customer Service calls are billing related with higher calls in Jan, Jun and Sept due to PCA increases



## Communication to customers

- 2/2022 & 3/2022 alerted customers in Spanish/English the March 2022 ballot will have 4 Commission questions
- PCA increases customers were sent multiple notices titled “Why Is My Bill So High”. At the end of each communication the following link was added ...The Electric Utility page on Lake Worth Beach’s City web site has a useful link to a self-service, easy to use, energy audit tool. ( Just click on the “Free Home Energy & Water Conservation Audit” button or go directly to <https://www.myutilityplanner.com/us/lakeworthbeach/> ) And, as a Lake Worth Beach electric utility customer, this service to help find ways to reduce your bills is absolutely free.
- 4/2022 new bill format company Dataprose, Bill Insert detailing how to read your bill along with tag line offering Free Home Energy Audits with web address
- 5/2022 Hurricane alerts and TIPS to safely endure storms
- 6/2022 Hurricane/ Why Is My Bill So High/What’s Mine What’s yours
- 7/2022 Why is My Bill so High/What's Mine What's Yours/tag line end of communication offering Free Home Energy Audits
- 8/2022 PCA Rate Increase/ tag line end of communication offering Free Home Energy Audits
- 9/2022 Hurricane alerts/Citizen Owned Energy with web site. The Annual Drinking Water Quality report available at lakeworthbeachfl.gov/2021 water quality report. For a translated report or to speak to someone call 561-586-1710. An increase is proposed for the city’s local sewer rates of 7.5%. The proposed increase will be presented at the City of Lake Worth Beach Commission meeting 10/18/2022 6 pm City Hall
- 10/2022 Solar information
- 11/2022 COE – Citizen Owned Energy
- 12/2022 Alerting Customers that Customer Service is moving effective 12/1/2022 from the Annex to 120 N. Federal Hwy. Get low interest rate home improvement loans for new high efficiency air conditioners, fortified roofing impact windows, solar panels referring customers to Solar Energy Loan Fund
- Customer’s are advised by ENCO and our local Customer Service of agencies that may be able to assist with financial assistance when customers are having difficulty paying bills.
- Customer’s are offered Auto Pay and Budget Billing when they call into center.

## Collections

COLLECTIONS - (Monthly files sent to agency, accounts are disconnected)													
Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
2022	\$ 11,795	\$ 9,174	\$17,901	\$ 8,268	\$11,606	\$13,571	\$16,423	\$11,606	\$ 13,571	\$ 23,548	\$ 13,887	\$13,509	\$164,859
2021	\$ 43,225	\$ 19,827	\$21,291	\$12,467	\$14,950	\$34,155	\$22,775	\$29,927	\$ 16,423	\$ 27,274	\$ 19,709	\$13,220	\$275,243
2020	\$ 10,702	\$ 16,419	\$ 6,961	\$ 4,694	\$14,840	\$29,212	\$22,303	\$33,762	\$ 36,389	\$ 67,804	\$ 72,564	\$51,874	\$367,524
2019	\$ 13,615	\$ 8,532	\$ 8,236	\$10,523	\$ 9,985	\$12,911	\$21,058	\$25,435	\$ 22,649	\$ 47,700	\$ 29,752	\$14,114	\$224,510

- 8-2021 changed our policy to no longer return deposits to residential customers; this reduced the amount of monies sent to collection agency.
- **8-31-2021** RESOLUTION NO. 56-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CITY RESOLUTION NO. 702013 TO ELIMINATE THE RETURN OF UTILITY DEPOSITS TO RESIDENTIAL CUSTOMERS WHO ARE NOT THE PROPERTY OWNER; PROVIDING THAT CONFLICTING RESOLUTIONS ARE REPEALED.
- 2022 we sent \$164,859 to Collection Agency, by changing our deposit policy it reduced the money sent to the collection agency by 59% over 2021
- 2022 we collected 37% of monies sent to collection agency

Collection Agency Collected on Disconnect Accounts													
Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
2022	\$ 3,714	\$ 4,325	\$ 7,143	\$ 2,643	\$ 7,506	\$ 3,861	\$ 3,143	\$ 3,045	\$ 8,044	\$ 4,824	\$ 6,990	\$ 3,047	\$ 60,307
2021	\$ 13,791	\$12,260	\$ 13,014	\$ 9,383	\$ 9,999	\$ 6,956	\$ 5,687	\$ 7,832	\$ 7,347	\$14,585	\$ 9,147	\$ 2,511	\$ 114,533

### **COVID PAYMENT PLANS**

- 7/2020 established COVID Payment plans for Residential & Commercial accounts.
  - 1193 accounts were identified owing \$986,996
  - EOY 2022 a single active commercial account owes \$24
  - EOY 2022 180 accounts (170 res/10 commercial) that were terminated for non- payment amounted to \$81,791. 92% of plans were paid.

**MINUTES  
CITY OF LAKE WORTH BEACH  
UTILITY CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, NOVEMBER 29, 2022 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 06:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:10)

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

**PLEDGE OF ALLEGIANCE:** (0:32) led by Commissioner Kimberly Stokes.

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

There were no changes to the agenda.

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:** (1:43)

**APPROVAL OF MINUTES:** (1:15)

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

A. October 25, 2022

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

**CONSENT AGENDA:** (11:06) (public comment allowed during Public Participation of Non-Agendaed items)

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

A. Change Order 01-Final to Amici Engineering Contractors, LLC for the 2-inch Watermain Replacement, Years 5 & 6 Program Project

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

**NEW BUSINESS:** (11:19)



A. Agreement with Utility Service Co., Inc. for Elevated Water Tanks Maintenance Services (11:33)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the agreement with Utility Service Co., Inc. for Elevated Water Tanks Maintenance Services.

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

B. Demand Response Program Consulting Support (15:06)

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve retaining Quanta Technology to conduct Phase I of the Demand Response Study. Motion subsequently withdrawn. (16:55)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to table retaining Quanta Technology to conduct Phase I of the Demand Response Study until the January Utility City Commission Meeting. (45:15)

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

C. Ninth Amendment to the Professional Services Agreement with Vantage Services Consulting, LLC (45:49)

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve the Ninth Amendment to Professional Services Agreement with Vantage Services Consulting, LLC.

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

D. Purchase Order(s) to Federal Contracts Corp for the purchase and delivery of a 12,000-pound capacity forklift (55:31)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the purchase order(s) to Federal Contracts Corp. for the purchase and delivery of a 12,000-pound capacity forklift.

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

E. Agreement with High Rock Builders, LLC for the construction of the Electrical System Operation Center at the Water Treatment Plant (56:53)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve the agreement with High Rock Builders, LLC., to provide construction services for the

construction of the Electrical System Operation Center.

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

**Action:** F. Task Order No. 11 with E.C. Fennell, PA to provide engineering services (1:00:56)  
Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve Task Order No. 11 with E.C. Fennell, PA to provide engineering services.

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

G. Purchase Order to Altec Industries, Inc. for Electric Utility Line Trucks and Equipment (1:03:09)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the purchase order to Altec Industries, Inc. to provide Electric Utility line trucks and equipment.

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

H. Agreement with Dis-Tran Packaged Substations for goods and services for prefabricated steel packaging (1:08:27)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the agreement with Dis-Tran Packaged Substations to provide goods and services not to exceed \$1,441,900.

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

I. Emergency procurement of primary underground cable for I-95 crossing project (1:09:56)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the ratification of the emergency procurement of primary underground cable from Divergent Alliance.

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

J. Proposed changes to Residential Electric Utility Rate Tiers (1:10:31)

**Action:** Consensus to have staff provide the commission with statics regarding various rate issues and schedule a work session to discuss this issue.

Electric Utility Director, Ed Liberty provided an update on various Electric Utility issues. (1:53:12)

**ADJOURNMENT:** (2:14:59)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 8:15 PM.

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

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

ATTEST:

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

Minutes Approved: January 31, 2023

Item time stamps correspond to the meeting recording on YouTube.

DRAFT

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** January 31, 2023

**DEPARTMENT:** Electric Utility

**TITLE:**

Amendment to increase staff headcount to add Lineman Apprentice Position

**SUMMARY:**

Adding an apprentice lineman position.

**BACKGROUND AND JUSTIFICATION:**

On September 20, 2022, the City Commission approved continuing the Electric Utility State Certified Apprenticeship Program with one (1) lineman apprenticeship. The FY23 Electric Utility budget did not originally include a lineman apprentice position. The Electric Utility will absorb the costs of this position within the current Electric Utility FY23 budget.

**MOTION:**

Move to approve/disapprove the Amendment to increase staff headcount to add Lineman Apprentice Position.

**ATTACHMENT(S):**

Fiscal Impact Analysis

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$108,000	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$108,000	0	0	0	
No. of Addn'l Full-Time Employee Positions	1	0	0	0	0

<b>New Appropriation Fiscal Impact</b>	
	Expenditure
Department	Electric Utility
Division	Distribution
GL Description	Salaries & Wages
GL Account Number	401-6034-531.12-10
Project Number	N/A
Requested Funds	\$108,000

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** January 31, 2023

**DEPARTMENT:** Water Utilities

**TITLE:**

Agreement with Guardian Community Resource Management Inc. for Environmental Review and Grant Management

**SUMMARY:**

Agreement with Guardian Community Resource Management Inc. for Environmental Review and Grant Management for a total cost of \$74,450.

**BACKGROUND AND JUSTIFICATION:**

The City issued a Request for Proposals #22-206 and #22-206R for environmental review and grant management for a Florida Department of Economic Opportunity grant for the City's Water Treatment Plant roof storm hardening project. The City is requesting assistance with the required environmental review process and grant administration on the \$989,206 grant from FDEO to harden the roofs of the water treatment plant. RFP #22-206 received one proposal and unfortunately that did not meet the requirements for FDEO approval to reimburse the City on the grant task for these services. The City readvertised through the newspaper advertisement and bidsandtenders.com channels and again received one proposal. The City reviewed the proposal and found it to meet the requirements and be within the range of the cost estimate for the tasks. FDEO also gave their approval of the proposal and the agreement with the understanding that only \$69,174 would be covered by the grant and the City would fund the difference of \$5,276.

**MOTION:**

Move to approve/disapprove the Agreement with Guardian Community Resource Management Inc. for Environmental Review and Grant Management for a total cost of \$74,450 (City would only pay \$5,276.)

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement  
RFP Evaluations

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
<b>Inflows</b>					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	69,174	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows</b>					
Operating	0	0	0	0	0
Capital	74,450	0	0	0	0
<b>Net Fiscal Impact</b>	<b>5,276</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time Employee Positions</b>					
	0	0	0	0	0

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

<b>Budget Transfer Impact</b>		
	<b>Revenue Source</b>	<b>Expenditure</b>
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		

<b>Contract Award - Existing Appropriation</b>		
	<b>Expenditure</b>	
Department	Water	
Division	Treatment	
GL Description	Improve other than Build	
GL Account Number	422-7022-533.63-00	
Project Number	WT2206	
Requested Funds	\$74,450	

**PROFESSIONAL SERVICES AGREEMENT**  
**Environmental Review and Grant Agreement Management**

THIS AGREEMENT (“Agreement”) is entered Guardian CRM, Inc. by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Guardian Community Resource Management Inc.**, a Florida corporation (“Consultant”), with its office located at 15000 Citrus Country Drive, Suite 331, Dade City, FL.

**RECITALS**

**WHEREAS**, the City issued Request for Proposal # 22-206R for environmental review and grant management for a Florida Department of Economic Opportunity grant for the City’s Water Treatment Plant roof storm hardening project (“RFP”); and

**WHEREAS**, as a result of the RFP, this Agreement may be funded, in whole or in part, through Florida Department of Economic Opportunity, U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant - Mitigation (CDBG-MIT) allocation as described in Public Law 115-123, or other Federal agencies; and

**WHEREAS**, the Consultant submitted a proposal in response to the RFP to provide the services as described and set out in the RFP; and,

**WHEREAS**, the Consultant is willing to provide experienced and qualified personnel to provide the City with environmental review and grant management for a Florida Department of Economic Opportunity grant for the City’s Water Treatment Plant roof storm hardening project; and,

**WHEREAS**, the City desires to accept the Consultant’s proposal and enter a non-exclusive contract with the Consultant; 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.

**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.** As more specifically set forth in the RFP, Scope of Services, which RFP is incorporated herein by the reference, the Consultant shall provide the City with environmental review and grant management for a Florida Department of Economic Opportunity grant for the City’s Water Treatment Plant roof storm hardening project.

**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 venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM 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 RFP 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 in RFP.

c. 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.

d. 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.

e. 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 (and all Exhibits hereto) are 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 cost 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 the 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 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) Payments. The City agrees to compensate the Consultant in accordance with the Consultant's rate schedule set forth in **Exhibit "A"**, which is attached hereto. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the City under this Agreement and not set forth in Exhibit "A".

(b) Invoices. 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: 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, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

**SECTION 7: 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 8: 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 9: 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 10: 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><b>Type of Coverage</b></u>	<u><b>Amount of Coverage</b></u>
Professional Liability Insurance	\$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 policy must name the City as an additional insured on a primary and non-contributory basis and for the performance of all services. 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 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. 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 North Dixie Highway  
Lake Worth Beach, FL 33460

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

Guardian CRM INC  
Attn: J. Corbett Alday  
15000 Citrus Country Drive, Suite 331  
Dade City, FL 33523

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**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, 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 the terms of this Agreement, the RFP, the Consultant's rate proposal (Exhibit "A"), and the required Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT) Documentation. 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 of this Agreement, RFP, and Exhibit "A", the terms of this Agreement shall prevail with the RFP 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: REPRESENTATIONS and BINDING AUTHORITY.** By signing this Agreement, the undersigned representative for the Consultant 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 is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 32: 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 and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

**SECTION 33: 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 34: 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 35: NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.

**SECTION 36: SCRUTINIZED COMPANIES.**

(a) The Consultant 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 Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

(b) If this Agreement is for one million dollars or more, the Consultant 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 Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

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

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

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

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

**SECTION 37: E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all 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 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, 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.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement for Environmental Review and Grant Agreement Management as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

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

**CONSULTANT:**

**Guardian Community Resource Management Inc**

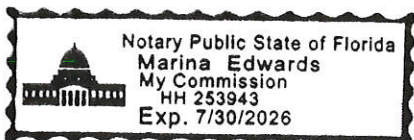
By: J. Corbett Alday  
[Corporate Seal]

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 13 day of January 2023, by J. Corbett Alday, as the Vice President & COO Guardian Community Resource Management Inc., a Florida Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Marina Edwards  
Notary Public Signature

Notary Seal:





**EXHIBIT "A"**  
**Consultant's Rate Proposal**



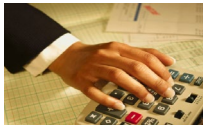
## **RATE SCHEDULE**

### **Grant Admin: \$49,450**

- Conduct activities related to the required Environmental Review - **\$7,500**
- Provide monthly progress and contractor's compliance reports, per templates and all other grant management activities - **\$20,000**
- Provide quarterly progress reports, per template, along with Updated Attachment B Budget and C Workplan Spreadsheets and updated organization chart - **\$7,500**
- Prepare invoice reimbursement packages from DEO - **\$10,000**
- Project Closeout, Grant Closeout Package Completed and Submitted to DEO - **\$4,450**

### **Project Delivery Service: \$25,000**

- Review plans and specs, obtain FDEO approval on same, oversee bid process for construction vendor(s), attend related meetings (e.g., pre-bid construction meeting), recommended for (an) award(s) to vendor(s), and related tasks - **\$17,500**
- Track contractor compliance and overseeing the timeliness of construction contract completion  
Review third party invoicing, Davis-Bacon compliance for contractor **\$7,500**



## **PROPOSED FEE**

### **City of Lake Worth Beach RFP For Environmental Review & Grant Agreement Management**

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#### **Professional Consulting Services:**

<u>Individual Area</u>	<u>Proposed Fee</u>
Environmental Review	\$7,500
Grant Management	\$37,500
Grant Close out	\$4,450
Project Delivery Services	\$25,000

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#### **Proposed Fee Schedule for Other Grant Administration Services for ongoing public grant, loan or other funding opportunities for FFY2021, 2022, 2023:**

Standard Rates (for technical assistance, developer agreements, policy review, administration, housing rehab specialist, project delivery, contract management, planning, etc. by the hour):

#### **Hourly Rates for Additional Services, When and If Applicable**

Christine Alday,	President/CEO	\$150/hour
Corbett Alday	Vice President/COO	\$140/hour
Don Ridley	Construction Manager/Technical Support	\$125/hour
Antonio Jenkins	Specialist Project/Construction Manager	\$125/hour
Dwelly Brown	Housing Specialist	\$100/hour
Jean Rags	Project Coordinator	\$100/hour
Gayle Brett	Program Specialist	\$90/hour
Marina Edwards	Project Manager	\$90/hour
Shawana Marbra	Grants Administrator	\$75/hour

***'The most valuable assets we have are our references, not our contracts. Take care of our clients and the contracts and invoices will come.'*** -

**J. Corbett Alday, COO, VP**

**EXHIBIT “B”**

State of Florida Department of Economic Opportunity

Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT)

Documentation

**State of Florida**  
**Department of Economic Opportunity**  
**Federally Funded**  
**Community Development Block Grant**  
**Mitigation Program (CDBG-MIT)**  
**Subrecipient Agreement**

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO") and the City of Lake Worth Beach, Florida hereinafter referred to as the "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the "Continuing Appropriations Act, 2018"; and the requirements of the Federal Register (FR) notices entitled "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees", 84 FR 45838 (August 30, 2019) and "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees" (CDBG Mitigation) 86 FR 561 (January 6, 2021);(hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant–Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO's Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO's Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

**NOW THEREFORE**, DEO and the Subrecipient agree to the following:

**(1) SCOPE OF WORK**

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

**(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

**(3) PERIOD OF AGREEMENT**

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends forty-eight (48) months after execution by DEO, unless otherwise terminated as set forth herein.

**(4) RENEWAL AND EXTENSION**

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

**(5) MODIFICATION OF AGREEMENT**

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

**(6) RECORDS**

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability,

and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

## **(7) AUDIT REQUIREMENTS**

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com), and DEO's grant manager; a blank version of which is attached hereto as

Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

## **(8) REPORTS**

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

## **(9) INSPECTIONS AND MONITORING**

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

## **(10) DUPLICATION OF BENEFITS**

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this



Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

#### **(11) LIABILITY**

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

#### **(12) EVENTS OF DEFAULT**

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay

the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO 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, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient 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 the Agreement in whole or in part.

### (13) REMEDIES

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
  1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
  2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
  3. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy

available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

#### **(14) DISPUTE RESOLUTION**

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

#### **(15) CITIZEN COMPLAINTS**

The goal of DEO is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination,
- (b) A program assistance award calculation, or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Long-Term Resiliency email at [CDBG-DR@deo.myflorida.com](mailto:CDBG-DR@deo.myflorida.com) or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency  
Florida Department of Economic Opportunity  
107 East Madison Street  
The Caldwell Building, MSC 400  
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary,
- (b) Resolution, and
- (c) Follow-up actions.

If the complainant is not satisfied by Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to DEO at:

Department of Economic Opportunity  
Caldwell Building, MSC-400  
107 E Madison Street  
Tallahassee, FL 32399

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).

## **(16) TERMINATION**

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-

CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

**(17) NOTICE AND CONTACT**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Paul Wotherspoon  
107 E Madison Street  
Tallahassee, Florida 32399  
850-717-8502  
Paul.wotherspoon@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Julie Parham  
301 College Street  
Lake Worth Beach, Florida 33460  
561-586-1798  
jparham@lakeworthbeachfl.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

**(18) CONTRACTS**

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

## **(19) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

## **(20) ATTACHMENTS**

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
- Attachment A – Project Description and Deliverables
  - Attachment B – Project Budget (Example)
  - Attachment C – Activity Work Plan (Example)
  - Attachment D – Program and Special Conditions
  - Attachment E – State and Federal Statutes, Regulations and Policies
  - Attachment F – Civil Rights Compliance
  - Attachment G – Reports
  - Attachment H – Warranties and Representations
  - Attachment I – Audit Requirements Exhibit 1 to Attachment I – Funding Sources
  - Attachment J – Audit Compliance Certification
  - Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)
  - Attachment L - 2 CFR Appendix II to Part 200
  - Attachment M – Subrogation Agreement

## **(21) FUNDING/CONSIDERATION**

(a) The funding for this Agreement shall not exceed Nine Hundred Eighty-Nine Thousand Two Hundred Sixty-Two Dollars and Zero Cents (\$989,262.00) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds (“RFF”) on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-MIT funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the “Supplemental Appropriations for Disaster Relief Act, 2018” and Public Law 116-20, the “Additional Supplemental Appropriations for Disaster Relief Act, 2019” for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the “Stafford Act”).

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

## **(22) REPAYMENTS**

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity  
Community Development Block Grant Programs Cashier  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508

### **(23) MANDATED CONDITIONS**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., 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, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), 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. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

#### **(24) LOBBYING PROHIBITION**

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any general loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

## **(25) COPYRIGHT, PATENT AND TRADEMARK**

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

## **(26) LEGAL AUTHORIZATION**

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

## **(27) PUBLIC RECORD RESPONSIBILITIES**

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of

public records, provide DEO 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 by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

**State of Florida**  
**Department of Economic Opportunity**  
**Federally Funded**  
**Community Development Block Grant**  
**Mitigation Program (CDBG-MIT)**  
**Subrecipient Agreement**

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO") and the City of Lake Worth Beach, Florida hereinafter referred to as the "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the "Continuing Appropriations Act, 2018"; and the requirements of the Federal Register (FR) notices entitled "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees", 84 FR 45838 (August 30, 2019) and "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees" (CDBG Mitigation) 86 FR 561 (January 6, 2021);(hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant–Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO's Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO's Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

**NOW THEREFORE**, DEO and the Subrecipient agree to the following:

**(1) SCOPE OF WORK**

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

**(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

**(3) PERIOD OF AGREEMENT**

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends forty-eight (48) months after execution by DEO, unless otherwise terminated as set forth herein.

**(4) RENEWAL AND EXTENSION**

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

**(5) MODIFICATION OF AGREEMENT**

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

**(6) RECORDS**

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability,

and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

## **(7) AUDIT REQUIREMENTS**

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com), and DEO's grant manager; a blank version of which is attached hereto as

Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

## **(8) REPORTS**

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

## **(9) INSPECTIONS AND MONITORING**

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

## **(10) DUPLICATION OF BENEFITS**

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this

Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

#### **(11) LIABILITY**

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

#### **(12) EVENTS OF DEFAULT**

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay



the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO 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, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient 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 the Agreement in whole or in part.

### **(13) REMEDIES**

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
  1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
  2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
  3. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy

available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

#### **(14) DISPUTE RESOLUTION**

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

#### **(15) CITIZEN COMPLAINTS**

The goal of DEO is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination,
- (b) A program assistance award calculation, or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Long-Term Resiliency email at [CDBG-DR@deo.myflorida.com](mailto:CDBG-DR@deo.myflorida.com) or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency  
Florida Department of Economic Opportunity  
107 East Madison Street  
The Caldwell Building, MSC 400  
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary,
- (b) Resolution, and
- (c) Follow-up actions.

If the complainant is not satisfied by Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to DEO at:

Department of Economic Opportunity  
Caldwell Building, MSC-400  
107 E Madison Street  
Tallahassee, FL 32399

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).

## **(16) TERMINATION**

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-

CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

#### **(17) NOTICE AND CONTACT**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Paul Wotherspoon  
107 E Madison Street  
Tallahassee, Florida 32399  
850-717-8502  
Paul.wotherspoon@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Julie Parham  
301 College Street  
Lake Worth Beach, Florida 33460  
561-586-1798  
jparham@lakeworthbeachfl.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

#### **(18) CONTRACTS**

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

## **(19) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

## **(20) ATTACHMENTS**

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
- Attachment A – Project Description and Deliverables
  - Attachment B – Project Budget (Example)
  - Attachment C – Activity Work Plan (Example)
  - Attachment D – Program and Special Conditions
  - Attachment E – State and Federal Statutes, Regulations and Policies
  - Attachment F – Civil Rights Compliance
  - Attachment G – Reports
  - Attachment H – Warranties and Representations
  - Attachment I – Audit Requirements Exhibit 1 to Attachment I – Funding Sources
  - Attachment J – Audit Compliance Certification
  - Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)
  - Attachment L - 2 CFR Appendix II to Part 200
  - Attachment M – Subrogation Agreement

## **(21) FUNDING/CONSIDERATION**

(a) The funding for this Agreement shall not exceed Nine Hundred Eighty-Nine Thousand Two Hundred Sixty-Two Dollars and Zero Cents (\$989,262.00) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds (“RFF”) on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-MIT funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the “Supplemental Appropriations for Disaster Relief Act, 2018” and Public Law 116-20, the “Additional Supplemental Appropriations for Disaster Relief Act, 2019” for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the “Stafford Act”).

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

## **(22) REPAYMENTS**

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity  
Community Development Block Grant Programs Cashier  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508

### **(23) MANDATED CONDITIONS**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., 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, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), 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. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

#### **(24) LOBBYING PROHIBITION**

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any general loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and



3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

## **(25) COPYRIGHT, PATENT AND TRADEMARK**

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

## **(26) LEGAL AUTHORIZATION**

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

## **(27) PUBLIC RECORD RESPONSIBILITIES**

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of

public records, provide DEO 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 by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure 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 term and following completion of this Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of this Agreement.

**(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

## **(28) EMPLOYMENT ELIGIBILITY VERIFICATION**

(a) Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a

person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

### **(29) PROGRAM INCOME**

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-MIT activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

### **(30) NATIONAL OBJECTIVES**

All activities funded with CDBG-MIT funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit low and moderate income;
- (b) Meet a particularly urgent need;
- (c) Aid in the prevention or elimination of slums or blight.

### **(31) INDEPENDENT CONTRACTOR**

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible the provision of any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation


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**State of Florida**  
**Department of Economic Opportunity**  
**Federally Funded Subrecipient Agreement**  
**Signature Page**

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

**CITY OF LAKE WORTH BEACH,  
FLORIDA**

By:   
Signature  
**Betty Resch**


Title: Mayor

Date: 1/10/2022

Federal Tax ID #: 59-6000358

DUNS #: 0760406

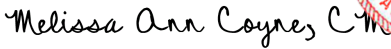
**DEPARTMENT OF ECONOMIC  
OPPORTUNITY**

By:   
Signature  
**Meredith Ivey**

Title: Chief of Staff

Date: 1/27/2022


ATTEST:

By:   
**Melissa Ann Coyne, City Clerk**



Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By:   
AA5D1E9D97684B4...

Approved Date: 1/21/2022

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
**Glen J. Torcivia, City Attorney**

## Attachment A – Project Description and Deliverables

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**PROGRAM DESCRIPTION:** In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD’s Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Economic Opportunity (DEO) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has been granted under the **Critical Facility Hardening Program**. Projects eligible for funding under this program must harden critical buildings that serve a public safety purpose for local communities. Critical buildings include:

- Potable water facilities
- Wastewater facilities
- Police departments
- Fire departments
- Hospitals
- Emergency operation centers
- Emergency shelters

**2. PROJECT DESCRIPTION:** The City of Lake Worth Beach, Florida has been awarded Nine Hundred Eighty-Nine Thousand Two Hundred Sixty-Two Dollars and Zero Cents (\$989,262.00) in CDBG-MIT (Community Development Block Grant – Mitigation) funding to storm harden the City’s Water Treatment Plant by evaluating and repairing or installing new roofs of critical water system facilities as protection against severe weather and hurricanes. The project will repair or replace existing roofing to the lime softening treatment building and the east Clearwell building. This work mitigates the risk of damage or injury that crucial infrastructure and/or staff may incur during severe weather incidents. With the roofing system of the water treatment buildings and east Clearwell secured and the plant capable of serving as the emergency operation headquarters, staff can begin drying out and repairing pumps, locating leaks and broken valves on water mains, testing for toxic chemicals and harmful bacteria. Without the proposed project, the plant’s treatment ability and functionality may be compromised, placing tens of thousands without access to clean water and jeopardizing public health. The Water Treatment Plant is in a Housing and Urban Development designated Most Impacted and Distressed Area (HUD-MID) and serves a population consisting of 61.79% low to moderate income residents and will satisfy the requirements of the LMI National Objective. There are no leveraged or matching funds associated with this project.

### **3. SUBRECIPIENT RESPONSIBILITIES: Subrecipient shall:**

- A. Complete and submit to DEO within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The Staffing plan must include the following:

1. Organizational Chart; and
  2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
- B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
  2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
  3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
  4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the Subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email [hotline@hudoig.gov](mailto:hotline@hudoig.gov)).
  5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by DEO.
- E. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.
- F. Maintain organized Subrecipient agreement files and make them accessible to DEO or its representatives upon request.
- G. Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- H. Provide copies of all proposed procurement documents to DEO ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- I. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
  2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.
  3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, DEO's Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.

- J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by DEO, receive the required Environmental Clearance from DEO prior to Subrecipient being able to commit CDBG-MIT funds.
- K. Provide the following documentation to DEO within ten (10) calendars after the end of each month:
  - 1. A revised detail report measuring the actual cost versus the project cost.
  - 2. An updated Attachment C which documents any changes to the project progress along with justification for the revision.
- L. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
- M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
  - 1. Submit updated organization chart on a quarterly basis with quarterly report.
  - 2. If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline.
  - 3. A progress report documenting the following information:
    - a. Accomplishments within the past quarter;
    - b. Issues or risks that have been faced with resolutions; and
    - c. Projected activities to be completed within the following quarter.
- N. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C – Activity Work Plan. If Subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from DEO in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.
- O. Close out report will be no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.

#### **4. ELIGIBLE TASKS AND DELIVERABLES**

##### **A. Deliverable 1 - Project Implementation**

Subrecipient shall:

- 1. Procure Professional services for technical assistance and program management (Davis-Bacon review, Section 3 activities)
- 2. Conduct activities related to the required Environmental Review
- 3. Grant management activities to include invoicing, record keeping, prepare and award a bid to a vendor.
- 4. Project Closeout, Grant Closeout Package Completed and Submitted to DEO.

##### **B. Deliverable 2 – Engineering and Design**

Subrecipient Shall:

- 1. Create a full design package, signed and sealed by a professional engineer licensed in Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports documents, or information relevant to the roof replacement on the east Clearwell Building

and the Lime Softening Treatment Building ensuring design meets requirements of American Society of Civil Engineering (ASCE) standards as well as local building codes.

2. Evaluate the Water Treatment Plant roof for any structural or slope deficiencies. Architect/Engineer to Evaluate structural integrity and slope deficiencies on Water Treatment Plant Roof and propose the best roofing system and design to meet current standards and codes.
3. Construction Oversight. Architect/Engineer to provide construction oversight to ensure project is built and installed per design and in accordance with ASCE and local building codes.

**C. Deliverable 3 – Construction**

Subrecipient Shall:

1. Remove and properly dispose of existing roof membrane and associated demolition components for the east Clearwell Building.
2. Repair any damage to the underlying structure and or the various roof penetrations on the east Clearwell Building and surrounding ground preparation prior to installing new membrane system.
3. Install new roof membrane system and associated components on the east Clearwell Building in accordance with design drawings and specifications and ensure code enforcement approval and acceptance of performance in accordance with purchasing agreement.
4. Remove and properly dispose of existing roof membranes system and associated demolition components for the Lime Softening Treatment Building.
5. Repair any damage to the underlying structure and or the various roof penetrations as identified in the roof evaluation identified in task B.2. above on the Lime Softening Treatment Building prior to installing new membrane and/or roof system.
6. Install new roof membrane and/or proposed roof system based on evaluation on Lime Softening Treatment Building in accordance with design drawing and specifications and ensure code enforcement approval and acceptance of performance in accordance with purchasing agreement

**5. DEO RESPONSIBILITIES:**

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion
- B. Assign a Grant Manager as a point of contact for Subrecipient
- C. Review Subrecipient’s invoices described herein and process them on a timely basis
- D. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO’s sole and absolute discretion, and process payments to Subrecipient

**6. DELIVERABLES:**

**Subrecipient agrees to provide the following services as specified:**

<b>Deliverable No. 1 – Project Implementation</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Subrecipient shall complete tasks as detailed in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one task listed in Section 4.A. associated with a task as identified in Deliverable 2-3 as evidenced by submittal of the following documentation:	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.



	<ol style="list-style-type: none"> <li>1) Environmental Review Documents</li> <li>2) Payroll documentation (if applicable)</li> <li>3) Bid package (if applicable)</li> <li>4) Third party invoices paid for professional services related to Davis-Bacon Act</li> <li>5) Final design plans to include working drawings and cost estimates</li> <li>6) Invoice package in accordance with Section 7 of this Scope of Work</li> </ol>	
		<b>Deliverable 1: \$69,174.00</b>

<b>Deliverable No. 2 –Engineering and Design</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Subrecipient shall complete tasks as detailed in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one task in Section 4.B evidenced by submittal of the following documentation: <ol style="list-style-type: none"> <li>1) Design working drawings, blueprints, price list for roof replacement;</li> <li>2) Roof inspection report and repair recommendations;</li> <li>3) Inspection reports</li> <li>4) Copy of all required permits;</li> <li>5) Certification by a licensed professional using AIA forms G702 and G703, or their; and substantive equivalents</li> <li>6) Invoice package in accordance with Section 7 of this Scope of Work</li> </ol>	Failure to complete the Minimum Level of Services as specified shall result in non-payment for this deliverable.
		<b>Deliverable 2 – \$228,348.00</b>

<b>Deliverable No. 3 –Construction</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Subrecipient shall complete tasks as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of the tasks listed in Section 4.C. evidenced by submittal of the following documentation: <ol style="list-style-type: none"> <li>1) Certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents</li> </ol>	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.

	2) Photographs of completed work; and 3) Invoice package in accordance with Section 7 of this Scope of Work	
		<b>Deliverable 3 - \$691,740.00</b>
<b>Total Project Cost Not To Exceed: \$989,262.00</b>		

**COST SHIFTING:** The deliverable amounts specified within the Eligible Tasks and Deliverables tables above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from DEO's Grant Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in Modification section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

## 7. INVOICE SUBMITTAL:

DEO shall reimburse Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. 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

(<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
  1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
  2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
  4. Photographs of the project in progress and completed work;
  5. A copy of all supporting documentation for vendor payments;
  6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

**Attachment B – Project Budget (Example)**

Subrecipient: \_\_\_\_\_ Contract Number: \_\_\_\_\_ Modification Number: \_\_\_\_\_

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-MIT Amount	Other Funds	Source*	Total Funds
<b>1. Housing Program - Homeowner Service Project (Example Activities)</b>													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
<b>2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project (Example Activities)</b>													
<b>3. Public Facilities Program – Unified Service Center (Example Activities)</b>													
<b>4. Infrastructure Program (Example Activities)</b>													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												
	Hastings Phase II Sewer												

	Oyster Creek Basin Improvements												
	Orange Street Drainage												
	Avenue D Drainage												
	St. Augustine - Lake Maria Sanchez HMGP Match Drainage												
	St. Augustine Blvd & Cypress Rd Drainage												
5.	<b>Administration</b>												
6.	<b>Planning</b>												
	<b>Totals:</b>												

\*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

1.	Source of Other Funds	Amount
2.		
3.		
4.		



## Attachment D – Program and Special Conditions

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1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-MIT funds. Copies of the following procurement documents must be provided to DEO for review:
  - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
  - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-MIT funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
  - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-MIT funds for that contract beyond \$5,000.
  - b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR § 570.606(b), the requirements of 24 CFR § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 CFR § 570.606(d), governing optional relocation assistance policies.
6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can



determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
  - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
  - b. Section 3 Participation Report (Construction Prime Contractor);
  - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
  - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
  - a. Notice to Proceed;
  - b. The contractor's performance bond (100 percent of the contract price); and
  - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
  - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and

- b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR § 570.489(g). Title 24 CFR § 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-MIT financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by the Subrecipient using CDBG-MIT funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-MIT funds.
18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

## Attachment E – State and Federal Statutes, Regulations, and Policies

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The CDBG-MIT funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 84, No. 169/Friday, August 30, 2019/Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Volume 83, No. 28/Friday, February 9, 2018/Notices, Volume 82, No. 11/Wednesday, January 18, 2017/Notices, Volume 82, No. 150/Monday, August 7, 2017/Notices, and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-MIT funds in complying with its obligations under this agreement, regardless of whether CDBG-MIT funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State, and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. State of Florida Requirement

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

2. Audits, Inspections and Monitoring

a. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

b. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by DEO;
- (2) Following up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

c. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site. DEO may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

3. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

4. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

5. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-MIT program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

6. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number <https://fedgov.dnb.com/webform/>. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

7. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

8. Non-discrimination

a. 24 CFR Part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

c. State and Local Nondiscrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall

be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(2) Assurances and Real Property Covenants

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

d. Affirmative Action

(1) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(2) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(3) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.



9. Labor and Employment

Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

10. Section 3 of the Housing and Urban Development Act of 1968

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants

for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (6) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c. Section 3 Benchmarks and Reporting

- A. Benchmarks. Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 residents and business concerns to meet these *minimum* numeric goals:
  1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
  2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
- C. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or DEO which may be amended from time to time for HUD reporting purposes.

11. Conduct

a. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures.

In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

c. Lobbying Certification

The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

e. Environmental Conditions

(1) Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

(2) Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (a) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
  - (c) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
  - (d) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (3) **Flood Disaster Protection**  
The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-MIT award and listed at the beginning of this Attachment.
- (4) **Lead-Based Paint**  
The Subrecipient shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.
- (5) **Historic Preservation**  
The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

- (6) **Additional Regulations**
- (a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
  - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
  - (c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
  - (d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

- (e) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (f) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (g) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (h) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (i) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (j) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

## Attachment F – Civil Rights Compliance

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### Fair Housing

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1. Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2. Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3. Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4. Establish a system to record the following for each fair housing call:
  - a) The nature of the call,
  - b) The actions taken in response to the call,
  - c) The results of the actions taken and
  - d) If the caller was referred to another agency, the results obtained by the referral agency;
5. Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6. Display a fair housing poster in the CDBG-MIT Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

1. Define where discriminatory practices are occurring,
2. Help the community measure the effectiveness of its outreach efforts, and
3. Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

1. Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
2. Conducting a fair housing poster contest or an essay contest;
3. Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
4. Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each quarterly report.



### **Equal Employment Opportunity**

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1. Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2. Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3. Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each EEO call:
  - a) The nature of the call,
  - b) The actions taken in response to the call and
  - c) The results of the actions taken;
5. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-MIT-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
6. Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

### **Section 504 and the Americans with Disabilities Act (ADA)**

As a condition for the receipt of CDBG-MIT funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a) Has a physical or mental impairment which substantially limits one or more major life activities,
  - b) Has a record of such an impairment or
  - c) Is regarded as having such an impairment;
2. Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3. Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each Section 504/ADA call:
  - a) The nature of the call,
  - b) The actions taken in response to the call and

- c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

1. Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
2. Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
3. Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

### **Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-MIT-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in CDBG-MIT-funded contracts of \$100,000 or more:

#### **Section 3 Clause**

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
2. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the

notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

### **Civil Rights Regulations**

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-MIT funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that City of Lake Worth Beach shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By:  Date: 1/10/2022

Name: Betty Resch

Title: Mayor

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## Attachment G – Reports

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The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10<sup>th</sup> of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at [https://www.hud.gov/sites/documents/DOC\\_36660](https://www.hud.gov/sites/documents/DOC_36660); which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com) within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables, Project Detail Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

## Attachment H – Warranties and Representations

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### Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.
2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
6. Cost accounting records that are supported by backup documentation.

### Competition

All procurement transactions must follow the provisions of 2 CFR §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

### Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1).)

### Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.



## **Attachment I – Audit Requirements**

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The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 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 DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient 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 Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient 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 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. 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 Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient 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 200, Subpart F - Audit Requirements. If the Subrecipient 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 Subrecipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, 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. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting

package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient 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, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

### **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), F.S., 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, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

N/A

### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 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 Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR § 200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):      or  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

Paper (hard copy):  
Department Economic Opportunity  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

- 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 (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

**Exhibit 1 to Attachment I – Funding Sources**

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**Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:**

**Federal Awarding Agency:** U.S. Department of Housing and Urban Development

**Federal Funds Obligated to Subrecipient:** \$989,262.00

**Catalog of Federal Domestic Assistance Title:** Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii

**Catalog of Federal Domestic Assistance Number:** 14.228

**Project Description:** Funding is being provided for the City of Lake Worth Beach, Florida to storm harden the City’s Water Treatment Plant by evaluating and repairing or installing new roofs of critical water system facilities as protection against severe weather and hurricanes.

*This is not a research and development award.*

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

**Federal Program**

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

**State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:** *N/A*

**Matching Resources for Federal Programs:** *N/A*

**Subject to Section 215.97, Florida Statutes:** *N/A*

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**  
*N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

## Attachment J – Audit Compliance Certification

***Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.***

Subrecipient:

FEIN:

Subrecipient's Fiscal  
Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)?  Yes  No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

**If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO?  Yes  No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  Yes  No

**If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

**Attachment K – Subrecipient Enterprise Resource Application (SERA) Form**

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**Attachment K will be provided after execution of this Agreement**

## Attachment L

### 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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#### Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A)** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

**(C)** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E)** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to



construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended -** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) -** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J) See 200.323 - Procurement of Recovered Materials.**

**(K) See 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.**

**(L) See 200.322 – Domestic Preferences for procurements.**

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

**Attachment M**

**State of Florida  
Department of Economic Opportunity**

**Federally Funded  
Community Development Block Grant  
Disaster Recovery (CDBG-MIT) Subrogation Agreement**

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into by and between the City of Lake Worth Beach (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Economic Opportunity (hereinafter referred to as “DEO”).

In consideration of Subrecipient’s receipt of funds or the commitment by DEO to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the DEO Community Development Block Grant-Mitigation Program (the “CDBG-MIT Program”) administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-MIT Program and that are determined in the sole discretion of DEO to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-MIT Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-MIT Program, the Policies, any amounts received under the Mitigation Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-MIT Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

**Warning:** Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

**CITY OF LAKE WORTH BEACH,  
FLORIDA**

By



Signature

**Betty Resch**

Title

**Mayor**

Date

1/10/2022

**DEPARTMENT OF ECONOMIC  
OPPORTUNITY**

By



Signature

**Meredith Ivey**

Title

**Chief of Staff**

Date

1/27/2022



**CONTRACTORS' COMPLIANCE FORM – SECTION 3**

Contractor and all subcontractor(s) must sign, date and deliver this form **monthly** to the project's Contract Manager.

**Project Name** \_\_Lake Worth Beach Water Treatment Plant Roof Storm Hardening\_\_\_\_\_

**Project Location** \_\_City of Lake Worth Beach, 301 College Street, Lake Worth Beach, FL 33460\_\_\_\_\_

**For the Month of** \_\_XX 2022\_\_\_\_\_

**I. Hiring**

\_\_\_ I have **NOT** hired any new employees during the month specified.

\_\_\_ I have hired \_\_\_ Section 3 employees, and/or \_\_\_ non-Section 3 employees during the month.

**II. Recruitment**

\_\_\_ I have advertised to fill vacancy(ies) at the site(s) where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies.

\_\_\_ Placed signs or posters in prominent places at project site(s).

\_\_\_ Taken photographs of the above item to document that the above step was carried out.

\_\_\_ Distributed employment flyers to the administrative office of the local Public Housing Authority.

\_\_\_ Kept a log of all applicants and indicated reasons why Section 3 residents who applied were not hired.

\_\_\_ Retained copies of any employment applications completed by Section 3 residents.

**III. Verification**

\_\_\_ I have attached proof of all checked items.

**I hereby certify that the above information is true and correct.**

**Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title** \_\_Assistant Water Utilities Director\_\_\_\_\_

**Business** \_\_City of Lake Worth Beach\_\_\_\_\_



Florida Department of Economic Opportunity | Caldwell Building |  
107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org)  
[www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to Individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



"Exhibit A-2"

## CBDG-MIT Grant Monthly Progress Report (MPR)

<b>Grant No. – Sub. Name:</b>	<b>I0129 – City of Lake Worth</b>			
<b>Project Title:</b>	<b>Water Treatment Plant</b>			
<b>Funding Awarded:</b>	<b>\$989,262.00</b>			
<b>Agreement Period:</b>	<b>01/27/2022-01/26/2026</b>			
<b>Primary Points of Contact Information:</b>	Summerlin Clenney 850-921-3186 / Summerlin.clenney@deo.myflorida.com DEO - Office of Long-Term Resiliency	Primary project manager Phone# / Email Title		
<b>Activity Reporting Period: MAY 2022</b>				
<i>An update of this report shall be submitted to DEO ten (10) calendar days after the end of each month.</i>				
<b>Section One – Financial Data:</b>				
	Amount	Funds used this period	Funds used to date	Balance Remaining
Leverage Funds (A)				
CDBG-MIT Funds (B)				
TOTAL Project Funds (A+B)				
<b>Section Two – Accomplishments within the <u>Past</u> Month:</b>				
<b>Section Three – Issues or risks that have been faced with resolutions:</b>				

**Section Four – Projected activities to be completed within the following Month:**

--

**Section Five – Required Submissions:**

❖ <b>Attachment B - Project Budget</b> ➤ Has the Project Budget changed? ➤ <i>If answered "Yes", please submit the Revised Attachment B.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
❖ <b>Attachment C - Activity Work Plan</b> ➤ Has the Activity Work Plan changed? ➤ <i>If answered "Yes", please submit the Revised Attachment C.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
❖ <b>Timeline (Milestones) for Implementation</b> ➤ Has the Timeline changed? ➤ <i>If answered "Yes", please submit the Detailed Timeline (Milestones).</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
❖ <b>Staffing Plan</b> ➤ Were there any Staffing changes? ➤ <i>If answered "Yes", please submit the Revised Staffing Plan which will include the Revised Org Chart and Updated names and Job descriptions.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
❖ <b>Equipment Transfer/Disposal</b> ➤ Were there Equipment Transferred/Disposed? ➤ <i>If answered "Yes", please request a copy of the Equipment Transfer/Disposal Form and disposition instructions from your grant Manager. Complete and submit the Equipment Transfer/Disposal form.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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This report was prepared by:	<b>Signature and date:</b>
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"Exhibit A-2"

## CBDG-MIT Grant Quaterly Progress Report (QPR)

<b>Grant No. – Sub. Name:</b>	<b>I0129 – City of Lake Worth</b>		
<b>Project Title:</b>	<b>Water Treatment Plant</b>		
<b>Funding Awarded:</b>	<b>\$989,262.00</b>		
<b>Agreement Period:</b>	<b>01/27/2022 – 01/26/2026</b>		
<b>Primary Points of Contact Information:</b>	Summerlin Clenney 850-921-3186 / Summerlin.clenney@deo.myflorida.com DEO - Office of Long-Term Resiliency	Primary project manager Phone# / Email Title	

### Activity Reporting Period: **JULY - SEPTEMBER 2022**

*An update of this report shall be submitted to DEO ten (10) calendar days after the end of each month.*

**Section One – Financial Data:**

	Amount	Funds used this period	Funds used to date	Balance Remaining
Leverage Funds (A)				
CDBG-MIT Funds (B)				
TOTAL Project Funds (A+B)				

**Section Two – Accomplishments within the Past Quarter:**

**Section Three – Issues or risks that have been faced with resolutions:**

**Section Four – Projected activities to be completed within the following Quarter:**

--

**Section Five – Required Submissions** (Attachments - A(3)(M), D(18), E(5), F) :

<p>❖ <b>Staffing Plan</b></p> <ul style="list-style-type: none"> <li>➤ Were there any Staffing changes since last Quarter?             <ul style="list-style-type: none"> <li>➤ <i>If answered "Yes", please submit the <b>Updated Org. Chart.</b></i></li> </ul> </li> </ul>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>❖ <b>Fair Housing</b> (Attachment F)</p> <ul style="list-style-type: none"> <li>➤ Do you Certify that the City of Lake Worth will "affirmatively further fair housing" in its community?             <ul style="list-style-type: none"> <li>➤ <i>Submit with this Report a copy of the Sub-Recipient's fair housing resolution or ordinance.</i></li> <li>➤ <i>Submit, in the box below, the <b>name and contact information</b> of the Fair Housing Coordinator.</i></li> <li>➤ <i>Provide a copy of the published Fair Housing Coordinator's contact information from the newspaper where listed OR provide, in the box below, the email address for the home page of the Sub-Recipient's website.</i></li> <li>➤ <i>Establish a system (spreadsheet) to log all fair housing calls and submit to DEO GM on a quarterly basis.</i></li> <li>➤ <i>Submit to DEO GM support documentation (as proof) for fair housing activities conducted each quarter.</i></li> <li>➤ <i>Submit to DEO GM a copy of the fair housing poster displayed in the Sub-Recipient's office each quarter.</i></li> </ul> </li> <li>• <i><b>The Sub-Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each QPR.</b></i></li> </ul>	Yes <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>	This is a condition for receipt of CDBG-MIT funds.
<ul style="list-style-type: none"> <li>➤ <b>Name and contact information of the City of Lake Worth Fair Housing Coordinator:</b></li> <li>➤ <i>Email address for the home page of the Sub-Recipient's website.</i></li> </ul>		

<p>❖ <b>Equal Employment Opportunity (EEO)</b> (<i>Attachment F</i>)</p> <ul style="list-style-type: none"> <li>➤ Do you Certify that the City of Lake Worth and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.? <ul style="list-style-type: none"> <li>➤ <i>Submit with this Report a copy of the Sub-Recipient's EEO resolution or ordinance.</i></li> <li>➤ <i>Submit, in the box below, the <b>name and contact information</b> of the EEO Coordinator.</i></li> <li>➤ <i>Provide a copy of the published EEO Coordinator's contact information from the newspaper where listed OR provide, in the box below, the email address for the home page of the Sub-Recipient's website.</i></li> <li>➤ <i>Establish a system (spreadsheet) to log all EEO calls and submit to DEO GM on a quarterly basis.</i></li> <li>➤ <i>Submit to DEO GM the list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that the Sub-Recipient uses to solicit bids on CDBG-MIT funded construction activities.</i></li> <li>➤ <b>The Sub-Recipient will keep all EEO information in their CDBG-MIT project file as well as submitting the information on a quarterly basis in the QPR.</b></li> </ul> </li> </ul>	<p>Yes <input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p style="color: red;">This is a condition for receipt of CDBG-MIT funds.</p>
<ul style="list-style-type: none"> <li>➤ <b>Name and contact information of the City of Lake Worth's EEO Coordinator:</b></li>   <li>➤ <i>Email address for the home page of the Sub-Recipient's website.</i></li> </ul>		

<p>❖ <b>Section 504 and the Americans with Disabilities Act (ADA)</b> (Attachment F)</p> <p>➤ Do you Certify that the City of Lake Worth provides access to all federally funded activities to all individuals, regardless of handicap?</p> <p>➤ <i>Submit with this Report a copy of the Sub-Recipient's Section 504/ADA resolution or ordinance.</i></p> <p>➤ <i>Submit, in the box below, the <b>name and contact information</b> of the Section 504/ADA Coordinator.</i></p> <p>➤ <i>Provide a copy of the published Section 504/ADA Coordinator's contact information from the newspaper where listed OR provide, in the box below, the email address for the home page of the Sub-Recipient's website.</i></p> <p>➤ <i>Establish a system (spreadsheet) to log all Section 504/ADA calls and submit to DEO GM on a quarterly basis.</i></p> <p>➤ <b>The Sub-Recipient will keep all Section 504/ADA information in their CDBG-MIT project file as well as submitting the information on a quarterly basis in the QPR.</b></p>	<p>Yes <input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p><b>This is a condition for receipt of CDBG-MIT funds.</b></p>
<p>➤ <b>Name and contact information of the City of Lake Worth's Section 504/ADA Coordinator:</b></p> <p>➤ <i>Email address for the home page of the Sub-Recipient's website.</i></p>		
<p>❖ <b>Section 3</b> (Attachments F, G(6))</p> <p>➤ Did the City of Lake Worth and the contractors, subcontractors, subrecipients and consultants that it hires, have hired qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community?</p> <p>➤ <i>If answered "Yes", please submit a report addressing the following:</i></p> <ul style="list-style-type: none"> <li>• <i>The total number of labor hours worked.</i></li> <li>• <i>The total number of labor hours worked by Section 3 workers.</i></li> <li>• <i>The total number of labor hours worked by Targeted Section 3 workers.</i></li> </ul> <p>➤ <b>If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

<p>❖ <b>Construction Documentation</b> <i>(If Construction is part of the Project)</i></p> <ul style="list-style-type: none"> <li>➤ Is FULL Environmental Review completed <u>and</u> Approved? <ul style="list-style-type: none"> <li>➤ <i>If answered "Yes", please take photographs or video of all activity locations <b>prior</b> to initiating any construction and submit with your QPR. As the construction progresses, additional photography or videography shall document the <b>ongoing</b> improvements and be submitted quarterly.</i></li> </ul> </li> </ul>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
<p>❖ <b>Equipment Tracking</b> <i>(If Construction is part of the Project)</i></p> <ul style="list-style-type: none"> <li>➤ Any Equipment purchased <u>specifically</u> for this project? <ul style="list-style-type: none"> <li>➤ <i>If answered "Yes", please submit an up-to-date Equipment Inventory Tracking Log listing the current equipment inventory, equipment service dates, etc. for monitoring purposes.</i></li> </ul> </li> </ul>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
<p>❖ <b>Estimated <u>construction</u> start date</b></p>	<p><b>01/01/2000</b></p>	<p style="background-color: #cccccc;"></p>
<p>❖ <b>Estimated expenditure start date</b></p> <ul style="list-style-type: none"> <li>➤ Date Sub. is estimating submission of 1<sup>st</sup> Invoice to DEO.</li> </ul>	<p><b>01/01/2000</b></p>	<p style="background-color: #cccccc;"></p>
<p style="text-align: center;"> </p>		
<p><i>This report was prepared by:</i></p>	<p><b>Signature and date:</b></p>	

### Attachment C - Workplan

<b>Subrecipient Name:</b> City of Lake Worth Beach		<b>Program:</b> Critical Facilities Hardening			
<b>MID Area:</b> HUD-MID		<b>County:</b> Palm Beach			
<b>Project Name:</b> Lake Worth Beach Water Treatment Plant Roof Storm Hardening		<b>CDBG-MIT Project Budget:</b> \$989,262.00			
<b>Agreement No.:</b> I0129		<b>Mod. No.:</b> Original			
<b>National Objective:</b> LMI Person		<b>Period of Performance Deadline:</b> 01/30/26			
<b>Anticipated Start Date:</b> 1/27/2022					
Schedule of Work		Anticipated Date of Completion	Deliverable and/or Task	Estimated Units Completed by End Date	Estimated Funds Requested by End Date
18	Months	07/30/23	Task 1 Procure Professional services for technical assistance and project management (Davis-Bacon review, Section 3 activities).	100%	\$0.00
12	Months	01/28/23	Task 2 Conduct activities related to the required Environmental Review.	100%	\$23,058.00
48	Months	01/30/26	Task 3 Grant management activities to include invoicing, record keeping, prepare and award a bid to a vendor.	100%	\$23,058.00
48	Months	01/30/26	Task 4 Project Closeout, Grant Closeout Package Completed and Submitted to DEO.	100%	\$23,058.00
24	Months	01/29/24	Task 5 Create a full design package, signed and sealed by a professional engineer licensed in Florida, including engineering drawings, specifications, construction cost estimate, surveys and any other reports documents or	100%	\$137,008.80

18	Months	07/30/23	Task 6	Evaluate the Water Treatment Plant roof for any structural or slope deficiencies. Architect/Engineer to evaluate structural integrity and slope deficiencies on Water	100%	\$68,504.40
12	Months	07/30/24	Task 7	Construction oversight. Architect/Engineer to provide construction oversight to ensure project is built and installed per design and in accordance with ASCE and local building codes.	100%	\$22,834.80
1	Months	08/29/24	Task 8	Remove and properly dispose of existing roof membrane and associated demolition components for the east Clearwell building.	100%	\$115,290.00
2	Months	10/29/24	Task 9	Repair any damage to the underlying structure and or the various roof penetrations on the east Clearwell building and surrounding ground preparation prior to installing <del>new membrane system</del>	100%	\$115,290.00
3	Months	01/29/25	Task 10	Install new roof membrane system and associated components on the east Clearwell Building in accordance with design drawings and specifications and ensure code enforcement approval and acceptance of performance in accordance with purchasing agreement.	100%	\$115,290.00
1	Months	02/28/25	Task 11	Remove and property dispose of existing roof membrane system and associated demolition components for the Lime Softening Treatment Building.	100%	\$115,290.00
2	Months	04/30/25	Task 12	Repair any damage to the underlying structure and or the various roof penetrations as identified in the roof evaluation identified in task B.2. above on the Lime Softening Treatment Building prior to installing new membrane and/or roof system.	100%	\$115,290.00
3	Months	07/31/25	Task 13	Install new roof membrane and/or proposed roof system based on evaluation on Lime Softening Treatment Building in accordance with design drawing and specifications and ensure code enforcement approval and acceptance of performance in accordance with purchasing agreement.	100%	\$115,290.00
<b>Total Period of Performance</b>						
<b>48 Months</b>						



**Environmental Review**  
**Community Development Block Grant**  
**Office of Long-Term Resiliency**  
**Mitigation - Critical Facility Hardening Program**



TO: The Honorable Betty Resch, Mayor  
City of Lake Worth Beach

FROM: James "Geoff" Amison, Environmental Program Manager *jga*  
Department of Economic Opportunity  
Office of Long-Term Resiliency

DATE: July 25, 2022

RE: Exempt Activities Approval  
City of Lake Worth Beach – Lake Worth Beach Treatment Plant  
Roof Storm Hardening Project  
Community Development Block Grant – Mitigation (CDBG-MIT) Program  
Federal Grant Number: B-18-DP-12-0002  
DEO Grant Number: I0129

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On July 20, 2022, the City of Lake Worth Beach submitted the Exemption Certification and associated documentation related to the Lake Worth Beach Treatment Plant Roof Storm Hardening project.

DEO's Office of Long-Term Resiliency Environmental Review Team reviewed the information and confirms compliance requirements of 24 Code of Federal Regulations (CFR) 58.34(a) have been met. Funds specific to the exempt activities indicated in the Exemption Certification may be expended.

However, the *City's Lake Worth Beach Treatment Plant Roof Storm Hardening project* does not meet the requirements of 24 CFR 58.34(a) and therefore a higher level of environmental review will be required based on the project's activities or scope of work. [Refer to 24 CFR 58.35\(a\)](#) and [24 CFR 58.36](#) to determine the level of environmental review necessary for this project.

Note: The environmental review must be submitted to and approved by DEO before funds may be committed or expended on the project.

If you have any questions or need additional information, please contact Matt Pegram, Environmental Specialist, at (850) 921-3280 or ([Matthew.Pegram@DEO.MyFlorida.com](mailto:Matthew.Pegram@DEO.MyFlorida.com)) or Geoff Amison, Environmental Program Manager, at (850) 717-8422 or ([James.Amison@DEO.MyFlorida.com](mailto:James.Amison@DEO.MyFlorida.com)).

**The Exempt/CENST activities review has been submitted to the DEO Office of Long Term Resiliency for review. DEO will provide acknowledgement via email when the review has been recieved.**

**Funds related to the Exempt/CENST activities may only be expended after DEO has issued an approval.**

Below is a summary of your responses

[Download PDF](#)



Welcome to DEO's new Environmental Review Portal.

This online form will help you build Environmental Review documentation for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

Please utilize the [Exempt/CENST](#) checklist and data sources provided.

Only certain activities are permitted prior to DEO or HUD issuing the signed Authority to Use Grant Funds (HUD Form 7015.16) for a project:

[\*\*24 CFR § 58.22 - Limitations on activities pending clearance\*\*](#)

[\*\*HUD Memo: Guidance on Options and Conditional Contracts\*\*](#)

Responsible Entity/Grant Recipient:

City of Lake Worth Beach

Do you currently have an executed contract with DEO?

**Yes**

No

Not  
sure

Date of contract execution:

01/27/2022

Associated DEO Program

- Small Cities
- Disaster Recovery / Office of Long-Term Resilience
- Other**

CDBG-MIT

Grant Agreement #:

10129

Project Name:

Lake Worth Beach Treatment Plant Roof Storm Hardening

Project Description (Include all actions which are either geographically or functionally related):

The City of Lake Worth Beach, Florida has been awarded Nine Hundred Eighty-Nine Thousand Two Hundred Sixty-Two Dollars and Zero Cents (\$989,262.00) in CDBG-MIT (Community Development Block Grant – Mitigation) funding to storm harden the City's Water Treatment Plant by evaluating and repairing or installing new roofs of critical water system facilities as protection against severe weather and hurricanes. The project will repair or replace existing roofing to the lime softening treatment building and the east Clearwell building. This work mitigates the risk of damage or injury that crucial infrastructure and/or staff may incur during severe weather incidents. With the roofing system of the water treatment buildings and east Clearwell secured and the plant capable of serving as the emergency operation headquarters, staff can begin drying out and repairing pumps, locating leaks and broken valves on water mains, testing for toxic chemicals and harmful bacteria. Without the proposed project, the plant's treatment ability and functionality may be compromised, placing tens of thousands without access to clean water and jeopardizing public health. The Water Treatment Plant is in a Housing and Urban Development designated Most Impacted and Distressed Area (HUD-MID) and serves a population consisting of 61.79% low to moderate income residents and will satisfy the requirements of the LMI National Objective. There are no leveraged or matching funds associated with this project.

Location (For administrative actions, use the address of the administrative office):

301 College Street, Lake Worth Beach, FL 33460

Estimated Total Funding Amount (list separately HUD and Non-HUD Funds):

\$989,262

**Contact Information**

**Responsible Entity/Preparer name:**

Julie Parham

**Responsible Entity/Preparer phone number:**

561-586-1798

**Responsible Entity/Preparer email address:**

jparham@lakeworthbeachfl.gov

**Consultant Name:**

**Consultant Phone Number:**

**Consultant Email Address:**

**Responsible Entity point of contact:**

**Responsible Entity point of contact phone number:**

**Responsible Entity point of contact email address:**

**Responsible Entity / Certifying Officer Name and Title:**

**Responsible Entity / Certifying Officer phone number:**

Responsible Entity / Certifying Officer email address:

bresch@lakeworthbeachfl.gov

Exempt Activities:

I hereby certify that the previously mentioned project was reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows (choose all that apply):

Not applicable

1. Environmental and other studies, resource

identification and the development of plans and strategies;

2. Information and financial services;

**3. Administrative and Management Activities;**

4. Public services that will not have a physical impact or result in any physical changes, including but not

limited to, services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;

5. Inspections and testing of properties for hazards or defects;

6. Purchase of insurance;

7. Purchase of tools;

**8. Engineering or design costs;**

9. Technical assistance and training;



**10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration; {This exemption applies only in certain circumstances; HUD has released clarification regarding the use and applicability of this exemption. Documentation of Compliance with 24 CFR Part 58.6 required when this exemption is used.}**

11. Payment of principal and interest on loans made or obligations guaranteed by HUD;

12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that if there are no circumstances that require compliance with any other Federal laws and authorities cited in Section 58.5. (Before you can

consider activities listed in Sec. 58.35(a) as exempt activities, you must complete the categorical exclusion checklists and related review process. Documentation of Compliance with 24 CFR Part 58.6 required.)

## Categorically Excluded Not Subject to 58.5 Activities

I hereby certify that the previously mentioned project was reviewed and determined to be a Categorically Excluded Not Subject to 24 CFR 58.35(b) activity as follows (choose all that apply):

- Not Applicable
- 1. Tenant-Based rental assistance;
- 2. Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services;
- 3. Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs;
- 4. Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;
- 5. Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payment assistance, interest buydowns, and similar activities which result in transfer of title;

6. Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact;
7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under § 58.47.

Upon review and approval by the DEO Environmental Team, the Responsible Entity will be notified, and funds related to the exempt activities may be expended.

To claim 58.35a(10) Imminent threat exemption, activities must meet guidelines established in the following HUD memorandums for approval by DEO.

[Guidance on conducting environmental reviews pursuant to 24 CFR Part 58 for activities undertaken in response to the public health emergency as a result of COVID-19](#)

[Environmental Review Processing During Emergencies and Following Disasters under 24 CFR Part 58](#)

## Compliance with 24 CFR §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order or regulation. Provide credible, traceable and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts and page references. Provide documentation specific to satisfying the requirements of that compliance factor. Do not attach unrelated material to the compliance factor.

### Compliance Factors

Airport Runway Clear Zones and Accident Potential Zones:

[\[24 CFR Part 51 Subpart D\]](#)

Are formal compliance steps or mitigation required?

Yes

**No**

If Yes: Describe compliance steps or mitigation required.

Provide all related documentation.

If No: Describe the policy, standard, or process followed to clear this compliance factor. Provide all related documentation.

The project site is over 2,500 ft from a civilian airport and more than 15,000 ft from a military airport. It is approximately 8,000 ft from the nearest civilian general aviation airport.

Attach [Google Earth](#) map with project area and nearby airports indicated. Check for civilian airports within 2,500 feet and military airfields within 15,000 feet of the evaluated location. For administrative activities evaluate the location of the administrative building. Combine maps if necessary and attach as a single file.

Except for very limited circumstances, HUD funds cannot be used for projects or activities that occur within Airport Runway Clear Zones and Accident Potential Zones. If the project/activities will occur within 2,500 feet of a civilian airport or 15,000 feet of a military airfield, additional documentation will be necessary to verify they will not occur within the airport's runway clear zone or accident potential zone. Activities within the runway clear zone or accident potential zone may require formal compliance steps or mitigation.

## Airport Runway Clear Zones Map.pdf

**0.4 MB**

application/pdf

## Coastal Barrier Resources:

[Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990](#)

[\[16 USC 3501\]](#)

Are formal compliance steps or mitigation required?

Yes

**No**

If Yes: Describe compliance steps or mitigation required. Provide all related documentation.

If No: Describe the policy, standard, or process followed to clear this compliance factor. Provide all related documentation.

This project is not in the coastal barrier resource zone based on the USFWS map.

Attach [US Fish & Wildlife Coastal Barrier Resources System Map](#) with project area and nearby coastal barrier areas indicated. For administrative activities indicate location of administrative building.

Coastal Barrier Resources System.pdf

1.4 MB

application/pdf

Flood Insurance:

Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [[41 USC 4001-4128](#) and [42USC 5154a](#)]

Are formal compliance steps or mitigation required?

Yes

**No**



If Yes: Describe compliance steps or mitigation required. Provide all related documentation.

If No: Describe the policy, standard, or process followed to clear this compliance factor. Provide all related documentation.

This project is not in a flood zone.

Compliance Determinations: Attach [FEMA Floodplain Map](#) with project area indicated. For administrative activities indicate location of administrative building.

FIRMETTE\_9bd4c0f4-ffb2-486c-90c0-761f3a4082db.pdf

0.8 MB

application/pdf

Is flood insurance required? [HUD Flood Insurance Exemptions](#)

Yes

**No**

## Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the previously-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Click to download [Certification of Exemption Signature Page](#)

By signing, the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under Section 24 CFR 58.34(a) and/or 58.35(b). Please keep a copy of this determination in your project files.

Attach Signature page with date and printed name and title of certifying officer.

Signature page.pdf

**0.4 MB**

application/pdf

Combine and attach additional files if applicable.

Drop files or click here to upload

Signed by the chief elected/executive official?

Certifying Officer means the official who is authorized to execute the Request for Release of Funds and Certification and has the legal capacity to carry out the responsibilities of Sec. 58.13.

**Yes**

No

Proceeding beyond this point will lock and submit the form.

Contact DEO for a link to update completed forms in case this occurs by accident.

The next page will provide a link to download a summary of your selections. Keep this on file along with your supporting documentation.

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



**EXHIBIT "B"**

**RFP # 22-206-R  
ENVIRONMENTAL REVIEW AND GRANT AGREEMENT MANAGEMENT**

**CITY CAMPAIGN CONTRIBUTION STATEMENT**

This RFP is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

**Sec. 2-101. - Additional and supplemental disclosures requirements.**

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publically disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, **must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.**

**Respondent to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

[ ] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[ ] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

1. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
2. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
3. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
4. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this

bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: \_\_\_\_\_

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

Print Title: \_\_\_\_\_

Print Name of Business: \_\_\_\_\_

**Commissioner/Mayor to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

[ ] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[ ] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: \_\_\_\_\_

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

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**For City Clerk's Use Only.**

**THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.**

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Check all that apply.

\_\_\_\_\_ Commissioner/Mayor \_\_\_\_\_ verbally disclosed the campaign contribution(s) set forth above.

\_\_\_\_\_ Vendor, \_\_\_\_\_, verbally disclosed the campaign contribution(s) set forth above.

**EXHIBIT "C"**

**RFP # 22-206-R  
ENVIRONMENTAL REVIEW AND GRANT AGREEMENT MANAGEMENT**

**RESPONDENT INFORMATION PAGE**

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

Authorized  
Signature:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Physical  
Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Website (if applicable): \_\_\_\_\_

Certification: Yes / No

If yes, Certification # \_\_\_\_\_ Expiration date \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

This is a requirement of every Respondent



**EXHIBIT "D"**

**RFP # 22-206-R  
ENVIRONMENTAL REVIEW AND GRANT AGREEMENT MANAGEMENT**

**SIMILAR PROJECTS**

List three (3) similar type of projects successfully completed in the past five (5) years by the Respondents firm.

**Completed Project #1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

**Completed Project #2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

**Completed Project #3:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

**EXHIBIT "E"**

**RFP # 22-206-R  
ENVIRONMENTAL REVIEW AND GRANT AGREEMENT MANAGEMENT  
REFERENCES**

List below, or on an attached sheet, list references per RFP requirements for providing similar type of services as described in the RFP. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied.

**REFERENCE #1**

Name of Client: \_\_\_\_\_

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

**REFERENCE #2**

Name of Client: \_\_\_\_\_

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

**REFERENCE #3**

Name of Client: \_\_\_\_\_

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

**EXHIBIT "F"**

**RFP # 22-206-R  
ENVIRONMENTAL REVIEW AND GRANT AGREEMENT MANAGEMENT**

**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of \_\_\_\_\_, I certify that \_\_\_\_\_ complies fully with the above requirements.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

**EXHIBIT "G"**

**RFP # 22-206-R  
ENVIRONMENTAL REVIEW AND GRANT AGREEMENT MANAGEMENT**

**SCRUTINIZED COMPANIES CERTIFICATION FORM**

By execution below, I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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 \_\_\_\_\_ [vendor's name], a \_\_\_\_\_ [corporate description], 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 "H"**

**RFP # 22-206-R  
ENVIRONMENTAL REVIEW AND GRANT AGREEMENT MANAGEMENT**

**SMALL BUSINESS, MINORITY BUSINESS OR WOMEN'S OWNED  
BUSINESS ENTERPRISE PREFERENCE FORM**

The undersigned Respondent, hereby claims the following preference:

- Minority Business Enterprise
- Small Business
- Women's Owned Business

Documentation to support a Respondent as a Minority Business Enterprise, Small Business and/or Women's Business Enterprise must be submitted with a proposal in response to the RFP and attached to this form. Documentation submitted after the bid deadline will be rejected.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: \_\_\_\_\_

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

Print Title: \_\_\_\_\_

Print Name of Business: \_\_\_\_\_

## **EXHIBIT "I"**

### **RFP # 22-206-R ENVIRONMENTAL REVIEW AND GRANT AGREEMENT MANAGEMENT**

#### **Federal Contract Provisions**

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into any subsequent contract resulting from this RFP:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

#### Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,



including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

#### Rights to Inventions Made Under a Contract or Agreement

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

#### Clean Air Act

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

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

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

#### Federal Water Pollution Control Act

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

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

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

#### Suspension and Debarment.

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

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

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

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

#### Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### Procurement of Recovered materials.

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

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

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

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

#### Access to Records.

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

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

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

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

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

Compliance with Federal Law, Regulations, and Executive Orders. By signing this agreement, the Contractor acknowledges that DOJ financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, DOJ policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

#### Affirmative Steps. Required Affirmative Steps

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

Affirmative steps must include:

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

Domestic preferences for procurements.

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

(2) For purposes of this section:

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

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

Prohibition on certain telecommunications and video surveillance services or equipment.

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

(a) Procure or obtain;

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

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

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

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

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

## EXHIBIT "J"

### RFP # 22-206-R ENVIRONMENTAL REVIEW AND GRANT AGREEMENT MANAGEMENT

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

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

#### INSTRUCTIONS FOR CERTIFICATION

- 1) By signing this Certification the Contractor, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a contractor to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States

Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

**EXHIBIT "K"**

**RFP # 22-206-R  
ENVIRONMENTAL REVIEW AND GRANT AGREEMENT MANAGEMENT**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**City of Lake Worth Beach**  
**Proposal Compliance Review**

**RFP # 22-206 - Environmental Review and Grant Agreement Management**

	<b>Guardian CRM, Inc.</b>
Exhibit "B" - City 's Campaign Contribution Statement	compliant
Exhibit "C" - Respondant Information Form	compliant
Exhibit "D" - Similar Projects	compliant
Exhibit "E" - References	compliant
Exhibit "F" - Drug Free Workplace Form	compliant
Exhibit "G" - Scrutinized Companies Certification	compliant
Exhibit "H" - Veteran Bus. Enterprise, Small Bus. Local Bus. Preference	compliant
Exhibit "I" Federal Contract Provisions	compliant
Exhibit "J" Certification Regarding Debarment, Suspension and Other Responsibility Matters – Lower-Tier Covered Transactions	compliant
Exhibit "K" Certification for Contracts, Grants, Loans, and Cooperative Agreements	compliant
Grant Admin Cost	\$49,450.00
Project Delivery Service Cost	\$25,000.00



**City of Lake Worth Beach**  
**Proposal Compliance Review**

**RFP # 22-206-R - Environmental Review and Grant Agreement Management Re-Bid**

	<b>Guardian CRM, Inc.</b>
Exhibit "B" - City 's Campaign Contribution Statement	compliant
Exhibit "C" - Respondant Information Form	compliant
Exhibit "D" - Similar Projects	compliant
Exhibit "E" - References	compliant
Exhibit "F" - Drug Free Workplace Form	compliant
Exhibit "G" - Scrutinized Companies Certification	compliant
Exhibit "H" - Veteran Bus. Enterprise, Small Bus. Local Bus. Preference	compliant
Exhibit "I" Federal Contract Provisions	compliant
Exhibit "J" Certification Regarding Debarment, Suspension and Other Responsibility Matters – Lower-Tier Covered Transactions	compliant
Exhibit "K" Certification for Contracts, Grants, Loans, and Cooperative Agreements	compliant
Grant Admin Cost	\$49,450.00
Project Delivery Service Cost	\$25,000.00

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** January 31, 2023

**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.

During discussion at the October 25<sup>th</sup>, 2022 City Commission meeting it was decided to move this item to a future meeting so as to allow Commission members to submit questions in advance for response by Quanta. Subsequently a series of questions were forwarded to Quanta to support further discussion.

**MOTION:**

Move to approve/disapprove retaining Quanta Technology at a cost of \$49,948 to conduct Phase I of the Demand Response Study

**ATTACHMENT(S):**

Quanta Technology Proposal  
Quanta Technology Response to Questions  
Quanta Technology "About Demand Response"

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$49,948	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$49,948	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	\$49,948

**TASK ORDER No. 1**

**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 I (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 Gonzalez, phone (919) 428 - 9332; email: [jgonzalez@quanta-technology.com](mailto:jgonzalez@quanta-technology.com) ; and, the Project Manager for the City is Edward Liberty, phone:(561)586 - 1670; email:[eliberty@lakeworthbeachfl.gov](mailto: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: \_\_\_\_\_  
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

CONSULTANT:

**Quanta Technology, LLC**

By: \_\_\_\_\_  
David Elizondo

[Corporate Seal]

STATE OF NORTH CAROLINA)  
COUNTY OF WAKE )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 7 day of NOVEMBER, 2022, by **Quanta Technology, LLC**, a State of North Carolina limited liability company, who is personally known to me or who has produced NC DRIVER LICENSE 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.

Stephanie Trammell  
Notary Public Signature  
MY COMMISSION EXPS: 3/29/2026  
Notary Seal:

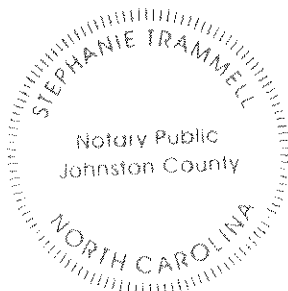


Exhibit "1"



## 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"> <li>• Distribution of Customer Types and end use services (e.g. AC, Pool Pump, Water Heater, etc.)</li> <li>• Demand and Load Profiles</li> <li>• System operations and power purchase costs</li> </ul> <p>Obtain other available relevant data such as:</p> <ul style="list-style-type: none"> <li>• Experiences with other utilities/customers in FL</li> </ul>	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"> <li>• Deferring upgrades</li> </ul> <p>Operations:</p>	Helps answer: How can the load be used to create benefits?



- Controlling power purchase costs, e.g., demand charges (peak shaving)

Design potential DR program options, for example

Residential Program options:

- Smart thermostats or other HVAC controls
- Remote controlled services (water heating, pool pumps, other)
- Smart EV charging

Conceptual DR Programs  
(Technology Assessment)

C&I Program Concepts (Palm Beach State College)

- Chilled water loop

Helps Answer: What technology choices are available for implementation?

Other Factors to Consider:

- Communications and control platform
- Interactions with A/M
- Experiences with other utilities

Estimate program benefits and cost. Expected elements include:

- 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

Assessment of Impact and Costs

Helps Answer: Cost / Benefit considerations

### 2.1.1 Anticipated Schedule

It is anticipated that Phase 1 could take 8 – 12 weeks of duration.

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#### 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
<b>Phase 1:</b> <ul style="list-style-type: none"><li>▪ Data Collection</li><li>▪ System Benefits</li><li>▪ Conceptual DR Programs (Technology Assessment)</li><li>▪ Assessment of Impacts and Costs</li></ul>	<b>\$49,948</b>



**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 Delaware 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, regulations, epidemic or pandemic. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible. Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

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

(e) Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to 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 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.

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

**SECTION 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 Gonzalez  
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](mailto: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.

**SECTION 39: WAIVER OF CERTAIN DAMAGES.** Notwithstanding any other provisions of this Agreement to the contrary, neither City nor CONSULTANT shall be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, exemplary, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to CONSULTANT's : (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, (iii) gross negligence, and/or (iv) breach of confidentiality provisions; nor shall the limitation apply to City's liability, if any, for payment for termination without cause or suspension of CONSULTANT without CONSULTANT's fault. "Third-Party Claim" means a claim by any person other than (i) a Party, (ii) person providing or receiving indemnity under this Contract, or (iii) a third-party beneficiary to this Agreement.

**SECTION 40: OVERALL LIABILITY CAP.** Notwithstanding anything in this Agreement, any Order, or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, CONSULTANT's maximum aggregate liability hereunder or with respect to any Task Order or the subject matter thereof, regardless of cause (whether in contract, tort, strict liability, or otherwise), other than claims indemnified by CONSULTANT hereunder, shall not exceed in the aggregate an amount equal to the greater of (A) the total amount of compensation paid to CONSULTANT hereunder or for the Task Order; and (B) (with respect to losses covered by policies of insurance CONSULTANT is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss.

**SECTION 41: WARRANTY.** CONSULTANT's warranty for workmanship and materials, if any, shall extend one (1) year from substantial completion of CONSULTANT's Work (or the earlier termination of this Agreement); and in addition, with regard to defects and non-conformances corrected pursuant thereto, CONSULTANT's warranty term shall extend one (1) year from the date of repair; however, in no event shall CONSULTANT's foregoing warranty, nor any warranty obligations of CONSULTANT under this Agreement, extend for more than two (2) years from Substantial Completion of its Work (or the earlier termination of this Agreement).

THE EXPRESS WARRANTIES OF CONSULTANT SET FORTH IN A TASK ORDER ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE), AND CONSULTANT HEREBY DISCLAIMS, AND CITY HEREBY WAIVES, ANY AND ALL SUCH OTHER WARRANTIES. THE WARRANTY COVERAGE SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY BY CITY FOR CLAIMS RELATED TO AND ARISING FROM DEFECTIVE WORK UNDER A TASK ORDER.

CONSULTANT is not and shall not be held liable for any alleged breach of the warranties given in at Task Order to the extent caused by or arising out of:

- (a) Ordinary Wear and Tear in the operation of the project;
- (b) Alterations or Repairs carried out by persons not authorized by CONSULTANT;
- (c) Services provided by, or the use of materials, equipment, layouts or designs supplied or required by any party other than CONSULTANT, its subconsultants or suppliers unless approved by CONSULTANT in writing;
- (d) A Force Majeure Event (as it applies to time of performance); or

(e) The City's failure to maintain the project or any part thereof consistent with CONSULTANT's direction or industry standards.

**SECTION 41: OWNERSHIP OF SUPPLIER INTELLECTUAL PROPERTY.** The City acknowledges that, as between CONSULTANT and City, any intellectual property that CONSULTANT developed independently of City and/or pre-exists CONSULTANT's performance of the Work pursuant to this Agreement ("*Consultant IP*") is the sole and exclusive property of CONSULTANT. If any CONSULTANT IP is incorporated into the Work or any Deliverable, CONSULTANT hereby grants to City a perpetual, irrevocable, non-exclusive, worldwide, freely transferable license to use, reproduce, publicly perform, publicly display, and digitally perform such CONSULTNAT IP, as necessary to use, maintain, and further modify the Work, in any media now known or hereafter discovered, together with the right to further sublicense the foregoing rights to any City affiliate.

**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**

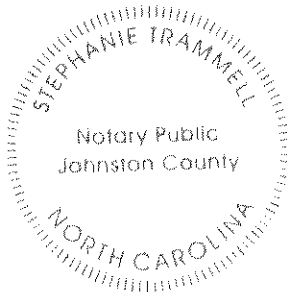
By: \_\_\_\_\_  
David Elizondo

[Corporate Seal]

STATE OF NORTH CAROLINA)  
COUNTY OF WAKE )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 7 day of NOVEMBER, 2022, by **Quanta Technology, LLC**, a State of North Carolina limited liability company, who is personally known to me or who has produced NC DRIVER LICENSE 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.

Stephanie Trammel  
Notary Public Signature  
my COMMISSION EXPS: 3/29/2024  
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

A QUANTA SERVICES COMPANY

1/31/2023

# City of Lake Worth Beach Demand Response





## Terminology & Quanta View of DR

- Quanta Technology welcomes the opportunity to clarify and answer questions regarding the proposed Demand Response Consulting Services
- Demand Response programs are designed to reduce or shift customer loads at desired times. Further information can be found:
  - “Demand Response Consulting Support Proposal” by Jesus Gonzalez, Diana Prkacin
  - “About Demand Response” by Veronika Rabl





## Question:



Could you please share documentation of any Demand Response programs that Quanta has previously implemented? (Please include details, e.g., size of D-R program relative to mean and peak load; number of years program in place; incentives offered; cost savings to utility, cost savings to customers; utility type (MOU, IOU), etc.)



## Demand Response Programs

- Quanta Technology's experience with DR Programs revolves around:
  - Design and technology evaluation
  - Pilot projects
  - AMI based DR implementation
- Quanta also has extensive experience with Virtual Power Plants and DERMS which incorporate demand response. Examples include:
  - DERMS for Community Solar PV Aggregation and Control
  - DERMS as Aggregator of Aggregators
  - Customer Microgrid Support
  - Charge Management System
- Several of our consultants have extensive DR experience. Some examples include:
  - Veronika Rabl, Executive Advisor: Over 30 years of Demand Response and Energy Efficiency experience (technology development and testing, program design, benchmarking, support for utility implementation)
  - Phillip Vallejo, Principal Advisor: Worked on Demand Response programs for Florida Power & Light for over 8 years. Programs were oriented around load shaving via device control.
  - Lou Santilli, Principal Advisor: Worked with Progress Energy / Duke Energy for 20+ years with 5 years direct Demand Response experience utilizing pager-controlled DR switching on A/C, pool pumps, and water heaters as well as commercial/industrial dispatchable energy programs



# Question:



Could you please share documentation on any virtual-net metering, community solar, and/or virtual power plant programs that Quanta has implemented?

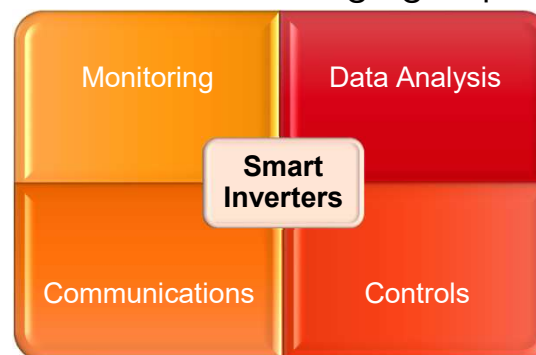
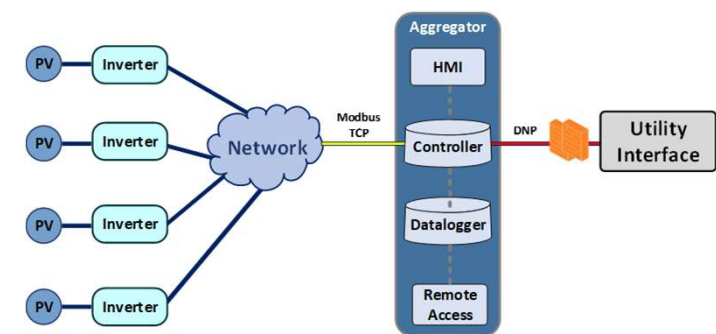


## DERMS for Community Solar PV Aggregation and Control (ComEd)



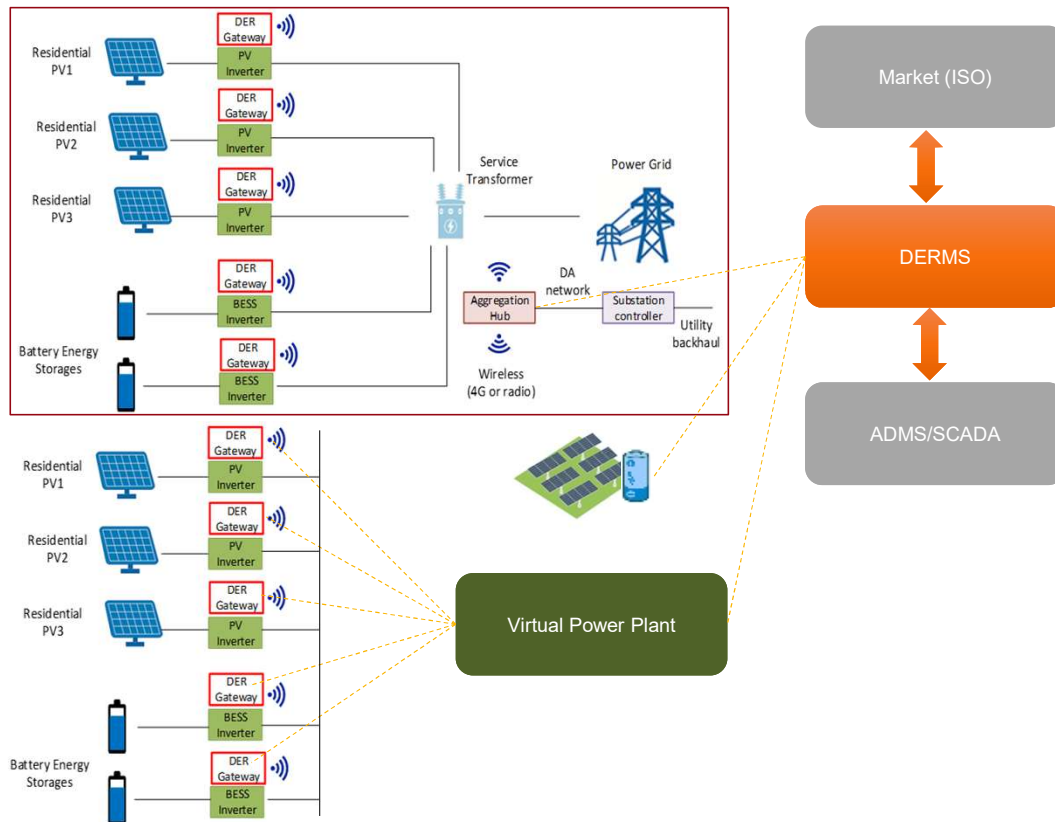
Working a pilot project with ComEd to develop a control platform for Chicago Housing Community

- Aggregating (grouping) 17 distributed roof-top PV systems on 16 buildings
- Providing single point of controls for the Utility dispatcher
  - Smart inverter autonomous functions: Volt-VAR, Volt-Watt, Ramp rate
- Data collection and transfer, for large groups of PV inverters





## DER Management: DERMS and VPP



- DERMS is an application platform designed to manage device information, monitor and enable optimization and control of DER and DR.
- DERMS should aggregate, simplify, optimize and enable DER and DR functionality.
- VPP is a local DERMS (subset) which mainly focuses on managing behind-the-meter assets for grid-connected and market functions
- Transactive Energy and Community Energy systems



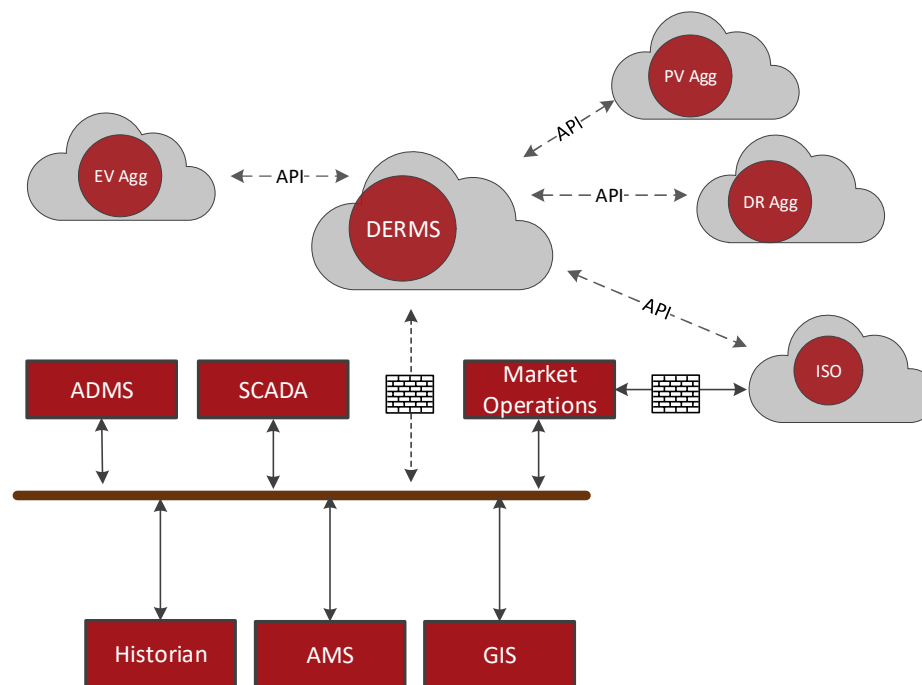
## DERMS Applications





## DERMS as Aggregator of Aggregators (Entergy)

- **Overview:** Pilot project encompassing Cloud-hosted company-wide DERMS platform for managing multiple existing grid-edge programs and resources (DER, DR, DSM)
  - DER: Rooftop PV, EV
  - DR programs for C&I customers
  - Smart thermostats and DSM
- DERMS architecture, specification and procurement support
- Integration support:
  - Market participation (MISO)
  - Integration to ADMS
  - Historian







# Customer Microgrid Support Pilot Project (Public Service Company of New Mexico)

## Planning

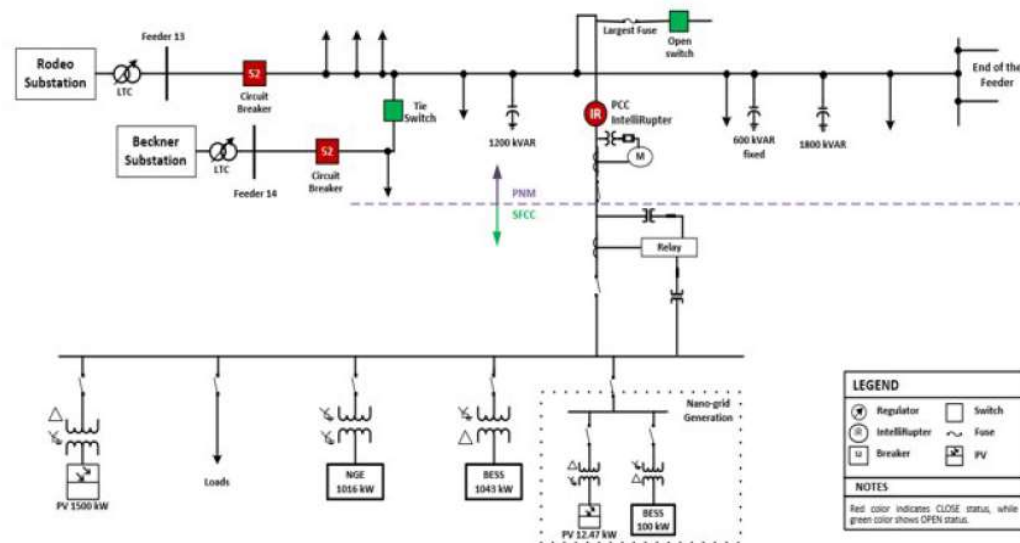
- Voltage analysis
- Reactive power studies
- Flicker study
- Thermal analysis

## Protection Studies

- Overcurrent protection design and coordination
- Protection at the Microgrid Point of Interconnection (POI)
- DER protection including anti-islanding

## Testing

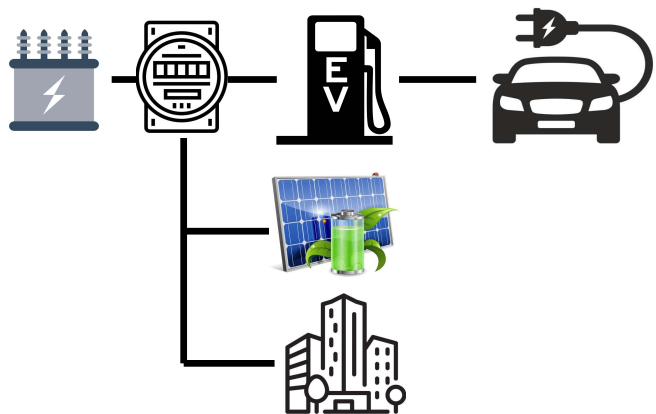
- Supporting PNM with requirements and procedure for the microgrid testing







# Charge Management System (Southern California Edison Metrolink)

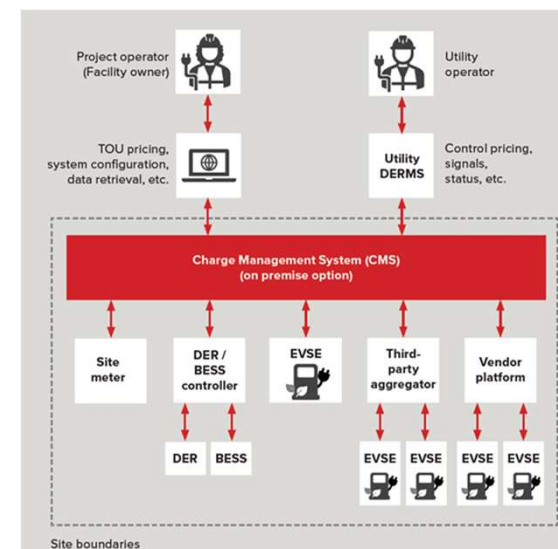


- Pilot Project encompassing a CMS for managing over 50 chargers
- CMS monitors the loading of the service transformers, performs dynamic demand response, and dispatches DER/BESS, to:
  - perform grid support,
  - minimize the facility operating costs, and/or
  - provide charge resiliency.
- Capable of integration of different resources including site meters, BESS/DER/EVs/third party aggregators, etc.
- Flexible design

**Unlock more Charging Capabilities with less System Upgrades!**

**One interface for facility operator**, for managing EVSEs, DERs/BESS, controllable loads, etc.

**Vendor agnostic!** Capable of integrating platforms from different vendors!





## Question:



Could you please describe Quanta's experience with any prosumer programs or rate structures that encourage community-side assets?



## Prosumer Programs / Rate Structures

- Quanta Technology is not involved in regulatory proceedings such as rate design
- Quanta treats all customer-oriented programs as prosumer programs



# Question:



Would the D-R program proposed by Quanta explicitly encourage people to invest in behind-the-meter energy storage systems? If so, how?



## Behind the Meter Storage Systems

- Specific program recommendations would be made at the conclusion of the study
- In general, if benefits are found from load shifting, behind-the-meter energy storage options may be pertinent. For example:
  - Batteries
  - Thermal storage
  - Storage water heating



# Question:



In what ways could a D-R program designed by Quanta reduce our utility's near and long term purchased power costs?



## Purchase Power Cost Reduction

- Quanta Technology as part of the DR project's data collection task, will review LWB PPA agreement(s) and system load profile to determine potential savings
- Generally speaking:
  - Reduction in system peak demand lowers costs incurred via typical demand charges
  - Load shifting can take advantage of time-differentiated rates



# Question:



What connection does Quanta see between your design for a D-R program and international efforts to reduce burning of fossil fuels?





## DR & Fossil Fuel Reduction

- One of the most effective decarbonization approaches is to shift the load from fossil to renewable generation
  - DR programs could be designed to shift loads like EV charging or water heating from evening hours to mid-day solar or night-time wind
- Program design for decarbonization is not included in the proposed scope of work
- Quanta Technology partners with utilities to develop IRP and helps set realistic expectations for transitioning to renewables



## Question:



In Quanta's opinion, as international pressure increases for drastically reducing fossil fuel emissions, would it be prudent to expect changes in the pricing and/or taxing structures for purchasing of wholesale electricity? (Examples might include time of use wholesale pricing, or changes to amount-based pricing, or changes in taxation.) If so, how would Quanta design a D-R program to anticipate, and take advantage of, these expected changes?



## Wholesale Pricing Impacts

- Quanta believes it would be prudent to expect changes in the pricing/taxing structure for electricity, including wholesale purchases, as pressure to reduce fossil fuel emissions accelerates
- DR Programs can be designed with a capability to adapt to changes once these have been identified



# Question:



What imminent advances in technology and in energy pricing does Quanta anticipate over the next 5-10 years?



## Imminent Technology Advancements

- Quanta Technology anticipates technology advances in all aspects of grid operations, customer interfaces, and technologies throughout the grid.
  - AMI 1.0 transitioning to Advanced Grid Infrastructure (AGI) supporting DA, Distributed Generation, Electrification, DR, Street Lighting/Smart City
- We anticipate rapid advancements in communications technology that will facilitate more flexible pricing and dispatch
- Numerous resources are included in the Quanta Technology Website: [www.quanta-technology.com](http://www.quanta-technology.com) under Virtual Library→Articles & White Papers. Some examples include:
  - Grid Modernization for Public Power and Cooperatives
  - Smart Meters and Grid Modernization: A Guide to a Successful AMI Implementation
  - Workforce Transformation: Powering the Utility of the Future
  - Predictive-Maintenance Practices: For Operational Safety of Battery Energy Storage Systems
  - Microgrid Protection: An Overview of Protection Strategies in North American Microgrid Projects
  - Operational Frameworks for Utility Integrated Microgrids
  - Microgrids are for Real
  - Design for Distributed Energy Resources



# Question:



How would these advances/changes factor into Quanta design of a D-R program design?



## Imminent Technology Advancements & DR Programs

- A demand response technology assessment is included in the project
- Our DR program design will reflect the best of available technologies and approaches



# Question:



Would it be wise to implement D-R simultaneously with a Time of Use rate structure? Please address pros and cons of a simultaneous design.





## DR & Time of Use Considerations

- Decisions on rates/incentives must be done as part of the DR program design
  - TOU is not required to have a DR program
  - TOU can be an effective tool to encourage desired DR measures
- We are not aware of any cons with simultaneous implementation



# Question:



How would bi-directional charging of electric vehicles be incorporated into Quanta's D-R program?



## Bi-Directional EV Charging

- Bi-directional charging of electric vehicles is not commercially available for implementation
- It would be premature to include as part of our recommendation



## Question:



Finally, if the City of Lake Worth were to set up its D-R with a performance reward, that is, where the implementor of the program received a benefit for each incremental increase in participation (i.e., “NegaWatts” produced), how would Quanta design that program?



## DR Performance Reward Programs

- Performance based rewards may be an outcome as we develop a better understanding of incremental benefits and impacts during the study period



## Why Choose Quanta Technology?

### FULLY INDEPENDENT

Vendor agnostic  
Freely delivers the best-fit solution

---

### EXCEPTIONAL INDUSTRY EXPERIENCE

Extensive depth and breadth

---



### HOLISTIC APPROACH TO TECHNOLOGY ADOPTION

Focus on people, process,  
end-customers, and technology

---

### CUSTOMER PARTNER MINDSET

Focus on customer needs,  
trust, and relationships  
Integrated team members

---

### A TRUSTED ADVISOR

Leverage our experience to  
protect your project success

---

**Thank You For Your Time  
Please Do Not Hesitate To Contact Us With Any Questions**



**919-334-3000**



**[quanta-technology.com](http://quanta-technology.com)**



**[info@quanta-technology.com](mailto:info@quanta-technology.com)**



**[linkedin.com/company/quanta-technology/](https://linkedin.com/company/quanta-technology/)**



**[twitter.com/quantatech](https://twitter.com/quantatech)**



## **ABOUT Demand Response**

by Veronika Rabl

We define “demand response” (DR) as a mechanism to achieve changes in electric usage by end-use customers through which an end-user’s load becomes a resource option for electric system planners and operators in balancing supply and demand. This change is affected by the user, a third party, or a utility, often in return for economic compensation.

DR (or load management) grew out of concern about a potential shortfall in generating capacity during the 1980s. Initially, utilities focused on industrial interruptible-curtailable programs and direct control of residential air conditioners and electric water heaters. The latter was particularly important for winter-peaking companies (e.g., Florida Power) as they provide a cost-effective option for shifting loads to off-peak hours. Although the initial focus was on the residential sector, it quickly became obvious that the most effective opportunities were in the commercial building sector. For most utilities, the commercial cooling load that drives summer peaks and thermal energy storage became the primary load-shifting measure. Energy storage and intelligent building energy management systems continue to offer customers a solution for controlling peak demand and demand charges.

A much broader spectrum of DR options is now accessible primarily due to the penetration of new communications and control technologies. These options include remotely-controllable thermostats, remotely-accessible Energy Management Systems (EMS) in small business establishments and large buildings, process controls for refrigerated warehouses, and large pumping loads in cities and agriculture. Customer and DER storage for renewables and transportation is yet another opportunity to shift or curtail load for system reliability services. It has been recognized that DR is an effective complement to Battery Energy Storage Systems (BESS) on the bulk power system, and its value grows with increasing penetration of variable renewable resources and the proliferation of renewable mandates. In fact, some utilities want to implement several non-wires solutions, including fast-acting DR with dispatch notices as short as 5 minutes and curtailment durations that last as long as 12 hours. The flexible load delivered by DR will be one of the essential elements of any modern grid.



# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** January 31, 2023

**DEPARTMENT:** Electric Utility

**TITLE:**

Professional Services Agreement with Nalco Water

**SUMMARY:**

Agreement with NALCO Water for the purchase of various chemicals; 3D TRASAR rental for cooling tower monitoring as well as testing/reporting services for the power plant.

**BACKGROUND AND JUSTIFICATION:**

Chemical control and coordination are vital to the operation and maintenance of the power plant. The power plant utilizes a coordinated chemical control program to maintain stable water chemistry within the boilers and cooling towers on a daily basis. The 3D TRASAR provides for real time water analysis and chemical injection adjustments to the cooling towers for optimum performance. This agreement is for one (1) year with four (4) additional one (1) year renewal periods with a total cost not to exceed Fifty Thousand Dollars (\$50,000) per fiscal year.

**MOTION:**

Move to approve/disapprove Professional Services Agreement with NALCO Water with a total cost not to exceed Fifty Thousand Dollars (\$50,000) per fiscal year.

**ATTACHMENT(S):**

Fiscal Impact Analysis

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
<b>Inflows</b>					
Current Appropriation	\$50,000	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows</b>					
Operating	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time Employee Positions</b>					
	0	0	0	0	0

<b>Contract Award - Existing Appropriation</b>	
	Expenditure
Department	Electric
Division	Power Plant
GL Description	Operating Supplies / Chemicals
GL Account Number	401-6031-531.52-30
Project Number	
Requested Funds	\$50,000

**AGREEMENT FOR PURCHASE OF GOODS AND SERVICES  
(Chemicals for the Municipal Electric Plant)**

**THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES** (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 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 **NALCO COMPANY LLC**, a Delaware limited liability company authorized to do business in the State of Florida (“CONTRACTOR”) with its office located at 1601 West Diehl Road, Naperville, IL 60563.

**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, CONTRACTOR submitted a price proposal to provide necessary chemicals for the municipal electric plant; and

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

WHEREAS, the CONTRACTOR is a sole-source provider of the necessary chemicals and the CITY is authorized under its Procurement Code and Policy to directly contract with the CONTRACTOR; 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 into this Agreement for the goods and services 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, with the option to renew for four (4) additional one (1) year renewal periods upon the mutual written 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 During the term of this Agreement, City shall purchase from CONTRACTOR and CONTRACTOR shall sell to City the chemical products set forth in the CONTRACTOR's price proposal, which is attached hereto as Exhibit "A". Products are only for City's own use and may not be resold.

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

2.3 The CONTRACTOR 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 goods and services provided for herein in a professional and competent manner.

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

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

3.1 The CONTRACTOR is and shall be, in the performance of this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any services 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 services.

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

## **4. MATERIALS**

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in this Agreement or its exhibit.

## 5. FEE AND ORDERING MECHANISM

5.1 For goods and services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual goods and services provided and accepted by the CITY, at the price as set forth in Exhibit "A" subject to adjustment as set forth in Exhibit "A".

5.2 Should the CITY require additional materials or services, 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 prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the goods and services (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 or services under this Agreement without a City Purchase Order specifically for the stated goods or services. CONTRACTOR shall provide the amount of requested goods/services and price listed in each Purchase Order (consistent with the prices in Exhibit A) 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 30<sup>th</sup> of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> 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 requested goods and services under this Agreement is **Fifty Thousand Dollars (\$50,000.00) 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 related to services provided on a cost-plus basis or invoices seeking expense reimbursement, 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 exclusively for the City 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 goods or services approved by a CITY purchase order 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 requested goods and services or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CITY Manager 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 30 days or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY Manager, the CITY may take such action to remedy the default and the reasonable 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. Further, 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 upon 30 days advance written notice to Nalco. 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.

12.3 CONTRACTOR may terminate this Agreement in the event of a material default by CITY that is not cured within 30 days of a notice to CITY from CONTRACTOR of such material default.

### **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 reducing the insurance coverage or quality below the requirements 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" as an "Additional Insured" to the extent of the liabilities assumed by CONTRACTOR in this Agreement, 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 tangible property damage, 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 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.

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 and the CONTRACTOR's price proposal (**Exhibit "A"**) and the **Contractor's equipment lease terms (Exhibit "B")**. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the **Exhibit "A"** next taking precedence. Exhibit "B" shall apply solely to equipment leased by the CITY from the CONTRACTOR (if any). 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 the completion of the Scope of Work as specified herein.

## **22. NOTICES**

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

City of Lake Worth Beach  
Attn: Carmen Y. Davis, 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:

NALCO COMPANY, LLC  
1601 West Diehl Road,  
Naperville, IL 60563  
Attn: Industrial Sector General Counsel

### **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 CITY, may decide; subject to the CITY'S rights to terminate pursuant to Section 12.2. 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 shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR'S sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

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

## **25. COUNTERPARTS**

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. 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 Regardless of anything herein to the contrary, CONTRACTOR'S liability under this Agreement and any related Purchase Orders including without limitation for any breach of contract, warranty, indemnity, liquidated damages, negligence or tort claims or otherwise shall not exceed \$200,000.00 over the term of the Agreement. The limitation of liability in this Section 26.2 does not apply to third party claims for personal injury, death or tangible property damage to the extent caused by CONTRACTOR'S negligence or willful misconduct.

## **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**

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 OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1660 [CITY CLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV), 7 NORTH DIXIE HIGHWAY, LAKE WORTH, 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 if the goods are used in accordance with CONTRACTOR's instructions 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 of Lake Worth Beach 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 of Lake Worth Beach 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 tangible 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. Warranty.** CONTRACTOR warrants and guarantees to the CITY that the goods and services provided under this Agreement shall be in accordance with the Agreement and all exhibits made a part of this Agreement. CONTRACTOR warrants that all goods and services shall be free from defects at delivery. CONTRACTOR guarantees that all services and labor performed under this Agreement will be free from defects for one (1) year from performance. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under this Agreement. These warranties do not apply to (i) damage

resulting from misuse, neglect, accident or improper use of any of the goods by any person or entity other than CONTRACTOR or (ii) any good or service altered by any person or entity other than CONTRACTOR. CONTRACTOR goods and services do not cover, and CONTRACTOR makes no warranties with respect to water system biohazards from waterborne pathogens, including but not limited to *Legionella* bacteria. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.**

**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.

43. **CONTRACTOR-OWNED EQUIPMENT TERMS AND DIGITAL PROGRAM TERMS.** The additional terms and conditions applicable to CONTRACTOR-owned equipment provided to CITY on a rental or usage basis and the additional terms applicable to CONTRACTOR's digital programs are set forth in Exhibit B.

**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 (Chemicals for the Municipal Electric Plant) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

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

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

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

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

CONTRACTOR: NALCO COMPANY, LLC

By: Jonathan Foultz

[Corporate Seal]

Print Name: Jonathan Foultz

Title: District Manager

STATE OF Florida )  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 5th day of December 2022, by Jonathan Robert Foultz, as the District Manager [title] of **Nalco Company, LLC** a Delaware limited liability company, who is personally known to me or who has produced Florida Driver 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.

Veronica L. Salinas  
Notary Public Signature  
Notary Seal:



## Exhibit "A"

### Contractor's Price Proposal



Bassem Wissa  
District Representative  
Heavy Industry

E [Bassem.wissa@ecolab.com](mailto:Bassem.wissa@ecolab.com)  
M 321-240-5546

Date: 9-19-2022

City of Lake Worth

Attention: Evanna Stephenson

Subject: 2022-2023 Services and Chemicals Quote

We are pleased to present you our 2022-2023 services and chemicals quote which covers the water treatment requirements for City of Lake Worth Power Plant.

#### Chemical pricing

Material	Price \$/lb
22305.15	\$ 3.83
352.15	\$ 6.17
39M.12	\$ 5.66
3DT230.15	\$ 5.08
73550.15	\$ 5.78
7408.12	\$ 3.92
7408.15	\$ 2.71
BT-3811.15	\$ 4.19
ELIMINOX.15	\$ 5.29
PC-11.15	\$ 6.25
PC-391T.11	\$ 8.16
ST70.15	\$ 3.98

#### Chemicals estimation for 2022-2023:

Chemical	Quantity lbs	2022-2023 \$ Price/lb	Annual
ST70.15	1794	\$ 3.98	\$ 7,140.12
39M.12	258	\$ 5.66	\$ 1,460.28
22305.15	487	\$ 3.83	\$ 1,865.21
3DT230.15	1017	\$ 5.08	\$ 5,166.36
7408.12	172	\$ 3.92	\$ 674.24
PC-391T.11	44	\$ 8.16	\$ 359.04
PC-11.15	487	\$ 6.25	\$ 3,043.75
ELIMINOX.15	487	\$ 5.29	\$ 2,576.23
352.15	487	\$ 6.17	\$ 3,004.79
Total			\$ 25,290.02

**3D TRASAR Lease – Monthly**

Item	Price \$/month	Price \$/annual
Nextgen 3D TRASAR for CW	495	5940

**Legionella testing – Quarterly**

Item	Price \$/quarter	Price \$/annual
Legionella testing for S3 and S5 CT	600	2400

We appreciate your business and will continue to be an exceptional business partner by delivering unparalleled value to drive extraordinary outcomes for your operations.

Sincerely,

Bassem Wissa  
District Representative

Nalco Water

Email: [bassem.wissa@ecolab.com](mailto:bassem.wissa@ecolab.com)  
M: 321-240-5546

### Hardship

CONTRACTOR may increase the prices for the Products or Services if, at any time during the term of this Agreement, an Extraordinary Inflationary Disruption occurs. Extraordinary Inflationary Disruption is defined as an increase in delivered costs beyond the control of CONTRACTOR of at least seven (7%) percent and sustained over a three month period. In case of such an Extraordinary Inflationary Disruption, CONTRACTOR may increase the price of the Products up to the full amount of the percent increase in its costs (raw materials, freight, labor or energy) by giving CITY at least thirty (30) days written notice. The baseline for determining such increase shall be on an individual product basis. If CONTRACTOR's costs decline back to a baseline level, CONTRACTOR is allowed to maintain product prices at the elevated level for the same period of time as the Extraordinary Inflationary Disruption.

With the CONTRACTOR's notice of an Extraordinary Inflationary Disruption, the CONTRACTOR will provide the Owner the following hardship detail:

- Product(s)/package(s) affected
- %Cost Change
- Raw material or material family causing cost change
- Proof of sustained cost increase.

Customer is also subject to CONTRACTOR'S monthly Energy Surcharge, which CONTRACTOR implemented April 1, energy surcharge will be calculated based on the price of Brent Oil per Barrel as shown below:

Brent Oil / Barrel:	\$75-\$100	\$100-\$125	\$125-\$150
Surcharge:	+8%	+10%	+12%

**Exhibit “B”**  
**CONTRACTOR-Owned Equipment and Digital Program Terms**

CONTRACTOR-Owned Equipment Terms

For equipment (including Porta-Feed units, 3D TRASAR, OMNI, Purate, and Pareto equipment and other proprietary equipment of CONTRACTOR and any associated computer hardware or software) furnished to CITY on a rental or use basis (the “Equipment”), the following terms and conditions shall also apply.

1. Equipment shall remain the sole personal property of CONTRACTOR even though CITY may attach Equipment to realty. CONTRACTOR may cause such Equipment to be marked to indicate its ownership. CITY shall take no action which is inconsistent with CONTRACTOR’s title to the Equipment, and shall not move, encumber or alter the Equipment without CONTRACTOR’s written authorization.
2. CITY shall not use the Equipment with any materials or products other than those recommended or approved by CONTRACTOR. The proper functioning of the Equipment is conditioned upon CITY operating it in accordance with CONTRACTOR’s recommendations.
3. CITY shall install and provide the utilities necessary for the Equipment, and will provide a suitable location for the Equipment, including but not limited to shelter, tank pads, spill protection, foundations, etc., as appropriate. CITY shall receive, unload, place and remove Equipment at no cost to CONTRACTOR and should be responsible for procuring any necessary permits or licenses for such actions. With respect to Porta-Feed units, CITY agrees to provide access for a standard truck (min. 40 feet end-to-end, 14 feet high) to be driven safely to an area (e.g. loading dock) in the vicinity of the base tank to offload refill units.
4. CITY shall not alter the Equipment without CONTRACTOR’s written authorization. CITY assumes all risk of loss or liability arising from or pertaining to its operation or use of the Equipment, and shall be responsible for all direct and reasonable losses, claims, damages and expenses arising from CITY’s use of the Equipment except to the extent damage to the Equipment is caused by CONTRACTOR
5. CITY shall allow CONTRACTOR to subcontract portions of work to be performed under this Agreement with respect to Equipment including but not limited to data-hosting, transmission of data through internet service providers and use other service providers. CONTRACTOR shall have the right to inspect and service Equipment during normal business hours.
6. Upon termination of this Agreement by either CONTRACTOR or CITY, CITY shall return Equipment to CONTRACTOR at CITY’s sole expense in the same condition as received, ordinary wear and tear excepted. In the event Equipment is lost, damaged or destroyed due to the CITY’s use, CITY shall pay to CONTRACTOR the cost of replacement, or of repair at CONTRACTOR’s standard charges then in effect. During the term of this Agreement, the Equipment will remain the exclusive property of CONTRACTOR.
7. CITY shall promptly notify CONTRACTOR of any material change in CITY’s status, including, but not limited to, change of address, desired Equipment location, close of business.
8. CONTRACTOR reserves the right to use non-union labor for supervised, installation, testing and service of Equipment.
9. CITY agrees to inform CONTRACTOR of any special or unusual safety precautions that should be taken because of conditions in CITY’s plant or process.
10. Notwithstanding anything in any agreement or otherwise to the contrary, all data generated or collected by the Equipment that is transmitted to CONTRACTOR (or to a third-party hosting services provider of CONTRACTOR) is owned by CITY but CITY hereby grants to CONTRACTOR a perpetual, non-exclusive, royalty-free license to use that data (and that license will survive the termination or expiration of this Agreement). Each party will retain responsibility and liability relating to security measures and authorized or unauthorized access

to its computer/IT systems that it owns or controls. This paragraph does not relieve either party from responsibility or liability to the extent of its fraud or willful misconduct.

#### Digital Program Terms

A "Digital Program" or "Program" is a hosted interface providing dashboards with water and treatment and process chemistry related information and insights (including Ecolab 3D) for which CITY has subscribed in Exhibit "A" or another ordering document. CITY grants to CONTRACTOR, and its affiliates, a license to use data provided or made available by CITY to CONTRACTOR in connection with the Program ("CITY Data") as necessary to provide the Program to CITY, to incorporate CITY Data into aggregated and anonymized data sets and for the purpose of improving CONTRACTOR's and its affiliates goods and services and for creating for its own account any general information or insights that may be derived from CITY Data for any lawful purpose, which license will survive the Program (the "Purpose"). CONTRACTOR is permitted to utilize subcontractors or other vendors in the performance of the Program with CITY Data provided that such subcontractor or vendor has agreed to use the CITY Data only for the Purpose and to treat CITY Data as confidential information. Each party will retain responsibility and liability relating to security measures and authorized or unauthorized access to its computer/IT systems that it owns or controls. This paragraph does not relieve either party from responsibility or liability to the extent of its fraud or willful misconduct. CITY will ensure the security of the passwords and usernames used by CITY personnel to use the Program and is solely responsible for access control maintenance (including access termination) in connection with its use of the Program. The Program is warranted to perform as set forth in the program description and is otherwise provided "as-is" and without warranty that it will be uninterrupted or error free. In no event shall either party have any liability for indirect or consequential damages related to the Program. The CONTRACTOR-Owned Equipment Terms above apply to the rental or use of CONTRACTOR-owned products or other equipment or items ("Equipment") that are provided in connection with Program.

CITY shall, in its use of the Program, collect, access, use, store, disclose, dispose of, transfer, transmit to Nalco (or its designee) CITY Data in accordance with the requirements of all applicable laws including, without limitation, applicable data protection laws and regulations. CITY represents that Customer Data will not include any protected health information, or any other information of the type enumerated in Article 9 of the General Data Protection Regulation, Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 or the analogous laws of any other jurisdiction (such data, "Personal Data"). The Data Processing Agreement Annex located here: [Data Processing Agreement](#) (as such Annex may be updated from time to time), applies to the extent Nalco receives from CITY, or otherwise Processes for or on behalf of Customer, any Personal Data in connection with the Agreement.

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** January 31, 2023

**DEPARTMENT:** Electric Utility

**TITLE:**

Task Order No. 12 with E.C. Fennell, PA, to complete engineering design for the New Main Yard Feeder 1W18

**SUMMARY:**

Task Order No. 12 authorizes E.C. Fennell, PA, to complete engineering design for the New Main Yard Feeder 1W18 in the amount not to exceed \$175,828. 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:**

City previously 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. E.C. Fennell, PA, was one of three firms selected under the Energy Management category for the Continuing Contracts for Professional Services.

The purpose of the new 1W18 Main Yard Feeder is to provide the 4th Ave. North and 11th Ave. North Substations with a dedicated feeder. In the current configuration, the 4th Ave. North and 11th Ave. North Substations are provided power by the 1E03 and 1E05 feeders. The combined customer count on 1E03 and 1E05 feeders is approximately 11,043 or 40% of the entire distribution system.

The new 1W18 Main Yard Feeder would reduce loading on the 1E03 & 1E05 Feeders and provide system redundancy during maintenance and switching operations. The new feeder will also aid in minimizing exposure during future storm-hardening improvements on the 1E05 and 1E03 feeders. This new feeder will provide a backup from a different bus and different transformer. The path for the sub-transmission ring will be East, West, East West. E05, W18, E03, W12 providing for true redundancy. Once constructed, the new 1W18 Feeder will provide power to approximately 4,302 customers and approximately 2,370 customers would be removed from the 1E05 feeder and 1,932 customers would be removed from the 1E03 feeder.

EC Fennell has been tasked to provide engineering design for the New 1W18 Main Yard Feeder. The design team will prepare all drawings, pole loading analysis, pole bores, framing standards, materials list and construction sequencing as part of this Task Order. EC Fennell will provide assistance with Right of Way acquisition for construction, prepare permitting drawings and provide engineering support through the construction phase. The design phase is estimated to be completed in 9 months at a cost not to exceed \$175,828.

**MOTION:**

Move to approve/disapprove Task Order No. 12 with E.C. Fennell, PA, to complete engineering design for the New Main Yard Feeder 1W18 at a cost not to exceed \$175,828.

**ATTACHMENT(S):**

Fiscal Impact Analysis

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
<b>Inflows</b>					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows</b>					
Operating	0	0	0	0	0
Capital	\$175,828	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$175,828</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>No. of Addn'l Full-Time Employee Positions</b>					
	0	0	0	0	0

<b>Contract Award - Existing Appropriation</b>	
	Expenditure
Department	Electric Utility
Division	T & D
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	SH2243
Requested Funds	\$175,828



## **TASK ORDER NO. 12**

### **Design Services for the New Main Yard Feeder 1W18**

THIS TASK ORDER ("Task Order") is made on the \_\_\_\_\_, 2023, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **E.C.Fennell, PA**, a Florida corporation ("Consultant").

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

The City desires the Consultant to provide those services as identified herein and generally described as: **Design Services for the New Main Yard Feeder 1W18**. (the "Project"). The Project is described in the consultant's proposal, dated November 1, 2022, and is attached hereto as Exhibit "1" and incorporated herein.

#### **2.0 Scope**

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

#### **3.0 Schedule**

The services to be provided under this Task Order shall be completed within **270** 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 time and expense, not to exceed amount of **\$175,828**. The attached proposal identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

#### **5.0 Project Manager**

The Project Manager for the Consultant is Jolie Gonzales, phone: 561-508-9189; email: [JGonzalez@ecfconsultants.com](mailto:JGonzalez@ecfconsultants.com) ; and, the Project Manager for the City is Ashley Sirdar, phone: 561-586-1694; email: [Asirdar@LakeWorthBeachfl.gov](mailto:Asirdar@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 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, dated **March 16<sup>th</sup>, 2018** ("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; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order No. 12 on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

CONTRACTOR: E.C. Fennell, PA

[Corporate Seal]

By: Jolie Gonzalez  
Print Name: Jolie Gonzalez  
Title: Distribution Director

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of January 2023, by Jolie Gonzalez, who was physically present, as Director (title), of E.C. Fennell, PA, 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 FLA DL as identification.

Notary Public

Laura Olaya  
Print Name: Laura Olaya  
My commission expires: Dec 4, 2023



**Laura Olaya**  
Comm. # GG936777  
Expires: Dec. 4, 2023  
Bonded Thru Aaron Notary

**EXHIBIT "1"**  
**Consultant's Proposal**



## **City of Lake Worth West 18 New Feeder Proposal**

### **Project Description**

This project includes providing engineering services to storm for West 18 New Feeder Proposal. ECF will also be identifying improvement possibilities for connections between circuits for reliability and constructability improvement.

### **Scope of Work**

This project will include the project management and design for new feeder proposal to 145 mph criteria for W 18. ECF will ensure that construction standards that are provided by the City of Lake Worth Beach will be applied during the design of this project and will meet NESC guidelines. ECF will provide construction sequencing plans to be utilized for tying in W 18 during the construction phase. ECF will provide engineering support during construction.

ECF will provide project management for the Injecting new feeder (West 18) from Main Yard Substation and tie with 50-03 with standards of development with a team made up of representatives from each technical discipline contributing to the final output for the project. This project is projected to provide Right of Way acquisition for construction on 60 parcels along roadways. Engineering Firm will bill CLWB for Actual Time and Material to do the Real Estate transactions and research existing utility strips in subdivisions

Below is a breakdown of the tasks provided:

### **Project Work Plan**

Provided is breakdown of the work plan being applied and curated for this specific project so that all teams stay on task and continuously updated throughout the process.

- Scope of work explaining what, when and how we will be moving forward and providing updates.
- Deliverables received provided.
- Providing and identifying proposed solutions for all project concerns.
- Established project control system
- This Work Plan creates a basis for project progress, reporting, scheduling and budgeting throughout life of project.

### **Project Reviews**



We hope to review our work plan along with any additional questions at hand with you before and throughout this projects process. This review along with continuous open communication will help fortify our coordination throughout for all parties.

## Content Outline

### 1- Project Management

- 1-A Project Schedule Coordination
- 1-B Project Updates
- 1-C Document Control
- 1-D Project Updates and Review Meetings

### 2- Design

- 2-A Drawing Draft
- 2-B Field Investigation Data
- 2-C Field Data Processing
- 2-D Conceptual Design
- 2-E Conceptual Design Approval
- 2-F Engineering Design Data
- 2-G Construction Framing Standard Modifications
- 2-H Data for Ductile Iron/Concrete pole bore sheets
- 2-I Construction Specifications
- 2-J Inventory/Material Data

### 3- Review for Finalizations

- 5-A Modification updates from CLBW
- 5-B Bid Package Finalizations

### 4- Construction & Permitting

- 4-A Project Review Meetings
- 4-B Engineering Support
- 4-C OH Construction Standards
- 4-D Permitting Activities
- 4-E Material Procurement
- 4-F Construction Drawings
- 4-G Assurance of Quality
- 4-H Design & Construction review
- 4-I Completed Construction Follow ups -asbuilts

### 5- Project Schedule

- 5-A Key Milestone Updates
- 5-B IFC Plans
- 5-C Construction Standards
- 5-D Completed Materials List

### 6- Cost Estimates



6-A W 18

## **7- Deliverables**

- 7-A Provided Documentation
- 7-B Progress Design Submittals
- 7-C As-Built Plans
- 7-D Construction Standard Package Update
- 7-E Final Design
- 7-F Engineer Estimate of Probable Construction Cost

## **1 - Project Management**

### **Target(s)**

- Thorough and efficient management of all ECF deadlines and tasks.
- Open and continuous communication to fortify understanding throughout whole project life.
- Work Plan, Budget, and schedule management hitting all scheduled deadlines within approval times.

### **1-A Project Schedule Coordination**

#### **Projected Deliverables(s):**

- Project coordination and open communication
- Projected project schedule & deadlines
- Monthly updates, internal meeting notes and consultations

Through communication between project teams on both ends we are able to create and fortify continuous success throughout project life and ability to submit all tasks in an efficient and timely manner. This will include ECF providing an initial schedule after circuit maps and loading information has been provided and that will be updated on a monthly basis with consultation with CLWB on any upcoming or needed updates or questions at hand. Which includes input from the City of Lake Worth Beach on all tasks at hand that have any affect on the Project along with ECF's performance.

Communicate openly and coordinate accordingly with all project teams to complete each task assigned as stated in project schedule and scope of work.

Project will align in correspondence with City of Lake Worth Beach's expectations for quality, schedule, technical, codes applicable, manual procedures and Project work plan along with ECF internal standards for drawing, documentation and code.

**Expectations:** CLWB to provide prompt communication as to due date and project completion estimates



## 1-B Project Updates/Control

### **Projected Deliverable(s):**

- Project updates
- Schedule/ Work plan updates
- Projected output status updates and deadlines

Updated work plans, schedule deadlines, and budgets in accordance with City of Lake Worth Beach approval as required.

ECF will provide Project output log and progress updates continuously throughout each Key milestone along with consultation of all updates and expectations.

Data of all major project control activities and action items will be logged and submitted in a timely manner.

### **Expectations:**

All logs and progress updates will be consistent and open for a strong project outcome.

## 1-C Document Control

### **Projected Deliverable(s):**

- Data system and control documents
- Consistent updates on project status and files
- Record retention

All support needed for data control and documentation will be provided to support, organize and document project throughout its life period.

ECF shall provide progress meeting agenda, minutes and action items for each monthly progress meeting. ECF shall also submit invoices monthly and shall include progress report of work completed, invoice and copy of staff and hours worked on each phase of the project.

Consistent updates will be provided using set systems that will archive and collect data associated with project per procedures manual. Including Log and comments of incoming and outgoing documents from ECF servers and designated archived documents secured.

### **Expectations:**

Document and data log will be standardized per ECF procedures and updated continuously.

## 1-D Project Updates and Review Meetings

### **Projected Deliverable(s):**



- Meeting minute submittals and updates
- Monthly updates, internal meeting notes and consultations
- Task expectations and action items

ECF will provide with minutes/invites for 30 min on weekly project progress meetings with CLWB for all updates, approvals and comments along with once a month 1-hour calls to provide thorough updates along with provided comments and analysis input on data submittals and production reports.

Any and all task expectations will be discussed and adjusted if need be and in accordance to City of Lake Worth Beach and ECF guidelines.

A schedule will be provided once approved on both sides for scheduled teleconference meetings and discussions on designated dates along with compiled minutes of in conference discussions or additional informative team minutes.

**Expectations:**

- Weekly 30 min review minutes on project progress.
- Monthly 1-hour teleconference meeting discussion and approval updates.
- Updated and thorough meeting minutes provided continuously throughout project life.

## **2- Design**

**Projected Deliverable(s):**

- Design Criteria
- Construction Drawing 60%, 90%, 100%, IFC
- Estimated hours (monthly breakdowns)
- Project construction Estimates (both materials and labor)

Information review from all standards and project meetings including all data analysis and site visit entries. Summation of project Design Criteria for City of Lake Worth review and approval. Proposed final design according to designated design standards and procedures.

Guarantee scope and Design Criteria is up to standard and properly approved by City of Lake Worth. Will provide detailed base design for engineering and ECF will provide continuous updates throughout life of the project.

Below is the summary of activities for the overhead Feeder Design

**2-A** Drafting department to create background drawing from GIS system or existing CAD drawings

**2-B** Field Investigator to gathering the following information

- Pole location
- Pole type
- Span distance
- Heights attachments when applicable





- Framing
- Equipment on pole -Including franchise utilities, quantity, estimated size and type
- Accessibility

**2-C** Consolidate and process Data-from field and CLWB

**2-D** Conceptual Design to show in construction drawing all below grade utilities show on the Sunshine design ticket within 10 ft radius of proposed pole location.

**2-E** Conceptual Design Approval/CLBW

**2-F** Engineering Design

- Calculate load
- Determine wind loading using Pole Foreman
- Research equipment to provide recommendations to CLBW
- CLWB will provide equipment list of pole line hardware and materials. ECF to supplement with any additional materials needed to complete the project.
- Research environmental restrictions as to location of cable and depth
- Review lightning protection (LA) and add where needed
- Apply applicable CLBW standards
- Inventory material
- Create construction drawing and notes

**2-G** Add/modify construction framing standards as required to complete the project. CLWB to provide current framing and UG standards in CADD for review/reference.

**2-H** Provide pole bore sheets for each Ductile Iron or Concrete pole required to complete the project.

**2-I** Provide specifications for construction

**2-J** ECF to provide complete inventory list of materials required to complete the project. CLWB to provide list of approved/stocked materials to be utilized during construction.

**Expectations:**

- CLWB to provide load data and GIS information
- ECF will incorporate all City of Lake Worth's standards when possible and follow ECF protocol and standards at all times.
- CLWB to provide current construction standards

**3- Review and finalization**

- Update with recommendations from CLWB
- Finalize bid package

**4- Construction & Permitting:**



**Projected Deliverable(s):**

**Substation Yard:** Install New Feeder Riser.

- ECF will meet all possible overhead/underground construction standards for City of Lake Worth and ECF guidelines.
- All standards will be up to date and reflect current systems.
- Will maintain an updated log of all key milestones and action items and answer all questions with pre-construction meetings.

**4-A** ECF will initiate and attend Pre-construction meeting to answer all questions and ensure all standards are being planned for and met.

**4-B** ECF to provide a 4 hours a week for the length of construction of each circuit to provide engineering support during construction. This will be answering engineering questions or RFIs.

**4-C** Review and update City of Lake Worth Beach's construction standards for overhead pole top, equipment construction, guying and anchoring construction, grounding and arresters construction, secondary and services construction as required.

**4-D** Review project permits and determine/crosscheck as needed. Identify additional agencies or utilities that require permits from other agencies during construction.

**4-E** Create list of items of material items projected to be required for each phase of project. Listed by structure type, description identification, manufacturer and catalog number or proper specifications required. Quantity estimates of all items required with appropriate projections applies to allow for any possible breakage or loss per classified material which will be up to standards and forwarded to City of Lake Worth accordingly.

**4-F** ECF will generate associated drawings required during the construction phase of project meeting CLWU and ECF standards as fit.

**4-G** All objectives established for project will be met to highest quality. ECF will assure this by collecting project-related data throughout the life of the project including, design and structure criteria, supporting calculations and equipment sizing. Which can and will be submitted to CLWU if asked or needed.

**4-H** Design and construction reviews will be compiled including preliminary plan drawings, design criteria and supporting data and calculations. All reviewed comments will be addressed and any changes needed will be incorporated.

**4-I** Completed Construction Follow ups of updated construction drawings with any additional changes



that happened throughout life of project. Along with any additional assistance needed for close-out documentation of project with incorporated record drawings.

**Expectations:** CLWB will provide prompt communication regarding RFI's that come from the construction contractor. & Install approximately 2,360 feet of 3 phase circuit smaller than or equal to 556 ACSR18x1 with 4/0ACSR6x1 neutral. Install approximately 20 poles associated with the 3 phase circuit supports Grade B loading NESC requirements. Install switches at 2<sup>nd</sup> Ave S & N A St., N F St., 1<sup>st</sup> Ave S and between N F St. & 2<sup>nd</sup> Ave N. Install Recloser at N F St. & 2<sup>nd</sup> Ave N provide sectionalizing capabilities and Install Recloser. Directional bore 3-8" conduits from Main Yard Sub to S A St. & 2<sup>nd</sup> Ave S and directional bore 2-8" along S F St. crossing Lake Ave & Lucerne Ave. Install approximately 1,800 feet of 1000MCM AL 35KV.. This project will require a FDOT permit to build a section along N F St R/W at Lake Ave/Lucerne Ave.

**In regards to real estate:** Will need research to establish existing utility strips or R/W and/or Vegetation rights as needed. Secure additional right of way for vegetation clearance and facility relocations along road r/w, acquire anchor permits. This is to include securing property deeds, creating easement, meet with customer for signature and recording of documents in public records.

## 5- Project Schedule.

### **Projected Deliverable(s):**

- Project schedule provided.
- IFC plans, construction standards, pole bores and complete materials list.
- Project to be completed in no longer than 270 calendar days from time starting date.

**5-A** ECF to provide a project schedule indicating key milestones, design submittal dates at 50/90/100% throughout project life, including the schedule shall include an opportunity for review of draft documents, if necessary. The schedule should identify expectations of CLWB staff necessary to meet this deadline.

**5-B** All IFC plans and standards will be met to accordance.

**5-C** All construction standards will be pre-reviewed and met with CLWB.

**5-D** All material lists and pole bores will be pre-established and reviewed with CLWB.

**Expectations:** CLWB to provide prompt feedback regarding schedule dates

## 6- Cost Estimate

Engineering Firm will bill CLWB for Actual Time and Material to do the Real Estate transactions and research existing utility strips in subdivisions

<b>Task W-18</b>	<b>Total</b>
------------------	--------------



Drafting Total	128
Design Total	767
Review Total	248
Construction Total	112
<b>Total hour for task W-18</b>	<b>1255</b>
<b>Total Cost for task W-18</b>	<b>\$ 175,828</b>

**Total NTE: \$175,828**

## **7-Deliverables**

**7-A** ECF to deliver the following documents as consistent deliverables.

- Project Schedule updated monthly
- Project Weekly Updates
- Autocad Drawings
- Permit drawings such as Plan & Profile drawings
- ECF to apply for FDOT/PBC permits and provide ECF with the permitting guidelines
- Excel inventory sheet

**7-B** ECF to provide a project schedule indicating key milestones, progress of design submitted at 60%, 90%, 100% throughout project life and IFC Plans.

**7-C** As-Built plans

**7-D** Any new, revised or updated construction standards required to complete the project shall be added to the Construction Standards package and open for any questions throughout all review meetings and will be updated according to standard and expectations.

**7-E** Final design needs to include, locations for reclosers, switch tie-points & open-points converting the radial system to a grid/mesh electrical distribution system when applicable.

**Expectations:** CLWB to return review comments promptly.

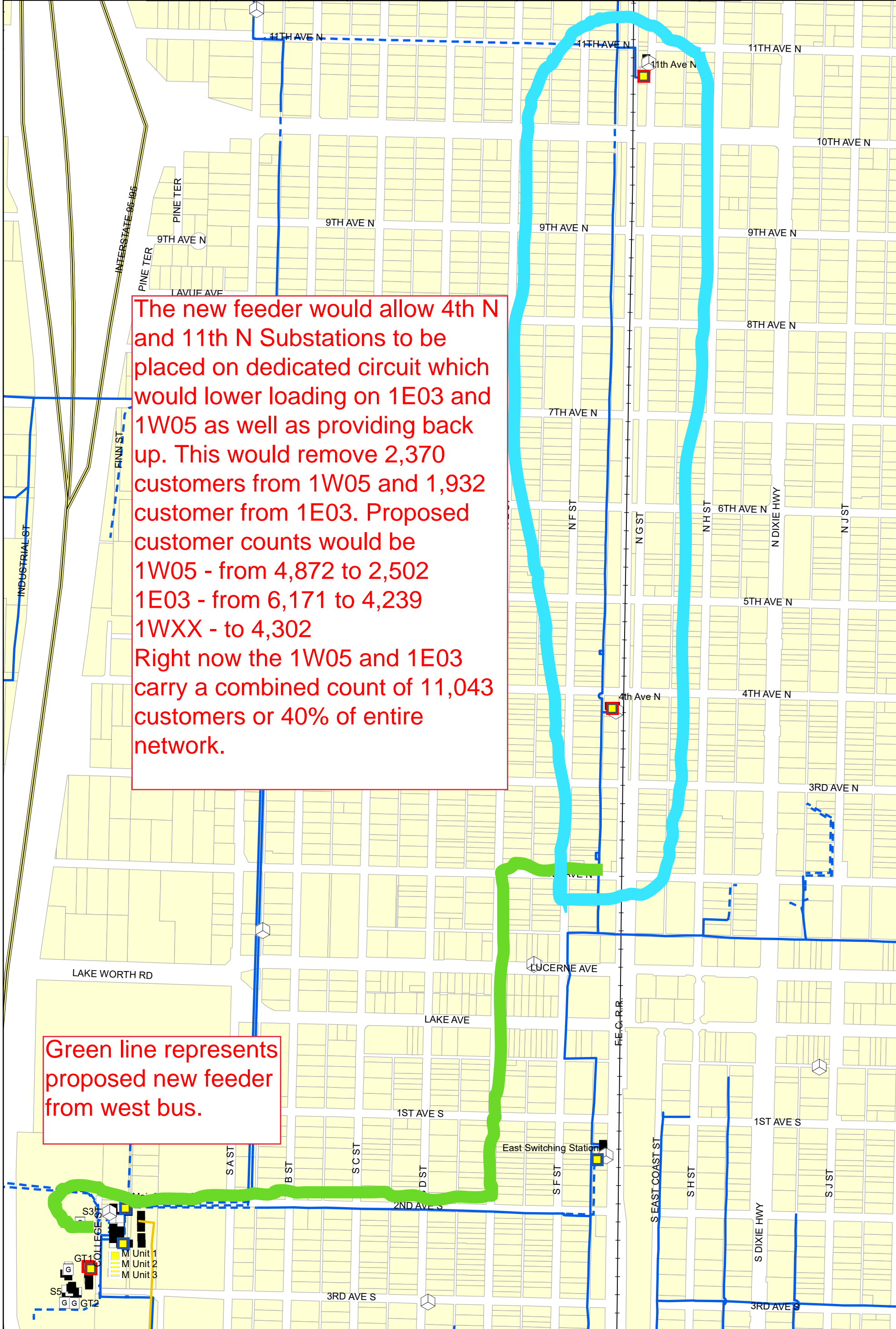


The new feeder would allow 4th N and 11th N Substations to be placed on dedicated circuit which would lower loading on 1E03 and 1W05 as well as providing back up. This would remove 2,370 customers from 1W05 and 1,932 customer from 1E03. Proposed customer counts would be

- 1W05 - from 4,872 to 2,502
- 1E03 - from 6,171 to 4,239
- 1WXX - to 4,302

Right now the 1W05 and 1E03 carry a combined count of 11,043 customers or 40% of entire network.

Green line represents proposed new feeder from west bus.



# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** January 31, 2023

**DEPARTMENT:** Electric Utility

**TITLE:**

Task Order No. 13 with E.C. Fennell, PA, to complete engineering design for the E-12 Circuit Storm Hardening

**SUMMARY:**

Task Order No. 13 authorizes E.C. Fennell, PA, to complete engineering design for the E-12 Circuit Storm Hardening in the amount not to exceed \$171,076. 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:**

City previously 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. E.C. Fennell, PA, was one of three firms selected under the Energy Management category for the Continuing Contracts for Professional Services.

The E-12 Circuit is a 26kV sub-transmission circuit that delivers power from the Main Yard Substation to the 12th Ave. South Substation. The E-12 Circuit continues from the 12th Ave. South substation to the 15th Ave. South Substation providing an additional 26kV sub-transmission feeder to the substation that is be utilized as an alternate power source during switching & maintenance operations and provides system redundancy.

The current configuration of the E-12 Circuit consists of a two, double-stacked, 3-phase, 26kV circuits, framed on wood poles from the Main Yard Substation to the 12th Ave. South Substation. This segment of the E-12 has been designed and currently in the material procurement phase.

The second segment, from the 12th Ave. South Substation to the 15th Ave. South Substation, also consists of two, double-stacked 3-phase circuits, with the E-12 at 26kV located at the top and the 1501 circuit on the bottom phase at 4kV.

EC Fennell has been tasked to provide engineering design for storm hardening for the 26B1E12 circuit from the 12th Ave South Substation to the 15th Ave. South Substation. The design team will prepare all drawings, pole loading analysis, pole bores, framing standards, materials list and construction sequencing as part of this Task Order. EC Fennell will also provide permitting drawings and coordination through the construction phase. The design phase is estimated to be completed in 9 months. A map attached to this staff report outlines the service area for the 26B1E12 circuit.

**MOTION:**

Move to approve/disapprove Task Order No. 13 to EC Fennell PA. to complete engineering design for the E-12 Circuit Storm Hardening at a cost not to exceed \$171,076.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Task Order No. 13

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
<b>Inflows</b>					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows</b>					
Operating	0	0	0	0	0
Capital	\$171,076	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$171,076</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>No. of Addn'l Full-Time Employee Positions</b>					
	0	0	0	0	0

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	SH2124
Requested Funds	\$171,076

## **TASK ORDER NO. 13**

### **Design Services for E-12 Storm Hardening & Voltage Conversion**

THIS TASK ORDER ("Task Order") is made on the \_\_\_\_\_, 2023, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **E.C.Fennell, PA**, a Florida corporation ("Consultant").

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

The City desires the Consultant to provide those services as identified herein and generally described as: **Design Services for E-12 Storm Hardening & Voltage Conversion**. (the "Project"). The Project is described in the consultant's proposal, dated November 1, 2022, and is attached hereto as Exhibit "1" and incorporated herein.

#### **2.0 Scope**

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

#### **3.0 Schedule**

The services to be provided under this Task Order shall be completed within **270** 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 time and expense, not to exceed amount of **\$171,076**. The attached proposal identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

#### **5.0 Project Manager**

The Project Manager for the Consultant is Jolie Gonzales, phone: 561-508-9189; email: [JGonzalez@ecfconsultants.com](mailto:JGonzalez@ecfconsultants.com) ; and, the Project Manager for the City is Ashley Sirdar, phone: 561-586-1694; email: [Asirdar@LakeWorthBeachfl.gov](mailto:Asirdar@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 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, dated **March 16<sup>th</sup>, 2018** ("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; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.



IN WITNESS WHEREOF the parties hereto have made and executed this Task Order No. 13 on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

CONTRACTOR: E.C. Fennell, PA

[Corporate Seal]

By: Jolie Gonzalez  
Print Name: Jolie Gonzalez  
Title: Director Distribution

STATE OF Florida )  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of January, 2023, by Jolie Gonzalez, who was physically present, as Director (title), of E.C. Fennell, PA, 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 FLA DL as identification.

Notary Public

Laura Olaya  
Print Name: Laura Olaya  
My commission expires: Dec 4, 2023



**Laura Olaya**  
Comm. #GG936777  
Expires: Dec. 4, 2023  
Bonded Thru Aaron Notary

**EXHIBIT "1"**  
**Consultant's Proposal**



## **City of Lake Worth E-12**

### **Project Description**

This project includes providing engineering services to storm for E-12. ECF will also be identifying improvement possibilities for connections between circuits for reliability and constructability improvement.

### **Scope of Work**

This project will include the project management and design for new feeder proposal to 145 mph criteria for E-12. ECF will ensure that construction standards that are provided by the City of Lake Worth Beach will be applied during the design of this project and will meet NESC guidelines. ECF will provide construction sequencing plans to be utilized for tying in E-12 during the construction phase. ECF will provide engineering support during construction.

ECF will design a job to replace wood poles with ductile Iron poles from 12th Avenue S (just northeast of 12th Ave Sub Station) to Wingfield St. then south to 15th Ave S and S M St. with a team made up of representatives from each technical discipline contributing to the final output for the project. ECF will also provide Right of Way acquisition for construction on 228 parcels along roadways.. Engineering Firm will bill CLWB for Actual Time and Material to do the Real Estate transactions and research existing utility strips in subdivisions

Below is a breakdown of the tasks provided:

### **Project Work Plan**

Provided is breakdown of the work plan being applied and curated for this specific project so that all teams stay on task and continuously updated throughout the process.

- Scope of work explaining what, when and how we will be moving forward and providing updates.
- Deliverables received provided.
- Providing and identifying proposed solutions for all project concerns.
- Established project control system
- This Work Plan creates a basis for project progress, reporting, scheduling and budgeting throughout life of project.

### **Project Reviews**



We hope to review our work plan along with any additional questions at hand with you before and throughout this projects process. This review along with continuous open communication will help fortify our coordination throughout for all parties.

## Content Outline

### 1- Project Management

- 1-A Project Schedule Coordination
- 1-B Project Updates
- 1-C Document Control
- 1-D Project Updates and Review Meetings

### 2- Design

- 2-A Drawing Draft
- 2-B Field Investigation Data
- 2-C Field Data Processing
- 2-D Conceptual Design
- 2-E Conceptual Design Approval
- 2-F Engineering Design Data
- 2-G Construction Framing Standard Modifications
- 2-H Data for Ductile Iron/Concrete pole bore sheets
- 2-I Construction Specifications
- 2-J Inventory/Material Data

### 3- Review for Finalizations

- 5-A Modification updates from CLBW
- 5-B Bid Package Finalizations

### 4- Construction & Permitting

- 4-A Project Review Meetings
- 4-B Engineering Support
- 4-C OH Construction Standards
- 4-D Permitting Activities
- 4-E Material Procurement
- 4-F Construction Drawings
- 4-G Assurance of Quality
- 4-H Design & Construction review
- 4-I Completed Construction Follow ups -asbuilts

### 5- Project Schedule

- 5-A Key Milestone Updates
- 5-B IFC Plans
- 5-C Construction Standards
- 5-D Completed Materials List

### 6- Cost Estimates



6-A W 18

## **7- Deliverables**

- 7-A Provided Documentation
- 7-B Progress Design Submittals
- 7-C As-Built Plans
- 7-D Construction Standard Package Update
- 7-E Final Design
- 7-F Engineer Estimate of Probable Construction Cost

## **1 - Project Management**

### **Target(s)**

- Thorough and efficient management of all ECF deadlines and tasks.
- Open and continuous communication to fortify understanding throughout whole project life.
- Work Plan, Budget, and schedule management hitting all scheduled deadlines within approval times.

### **1-A Project Schedule Coordination**

#### **Projected Deliverables(s):**

- Project coordination and open communication
- Projected project schedule & deadlines
- Monthly updates, internal meeting notes and consultations

Through communication between project teams on both ends we are able to create and fortify continuous success throughout project life and ability to submit all tasks in an efficient and timely manner. This will include ECF providing an initial schedule after circuit maps and loading information has been provided and that will be updated on a monthly basis with consultation with CLWB on any upcoming or needed updates or questions at hand. Which includes input from the City of Lake Worth Beach on all tasks at hand that have any affect on the Project along with ECF's performance.

Communicate openly and coordinate accordingly with all project teams to complete each task assigned as stated in project schedule and scope of work.

Project will align in correspondence with City of Lake Worth Beach's expectations for quality, schedule, technical, codes applicable, manual procedures and Project work plan along with ECF internal standards for drawing, documentation and code.

**Expectations:** CLWB to provide prompt communication as to due date and project completion estimates



## 1-B Project Updates/Control

### **Projected Deliverable(s):**

- Project updates
- Schedule/ Work plan updates
- Projected output status updates and deadlines

Updated work plans, schedule deadlines, and budgets in accordance with City of Lake Worth Beach approval as required.

ECF will provide Project output log and progress updates continuously throughout each Key milestone along with consultation of all updates and expectations.

Data of all major project control activities and action items will be logged and submitted in a timely manner.

### **Expectations:**

All logs and progress updates will be consistent and open for a strong project outcome.

## 1-C Document Control

### **Projected Deliverable(s):**

- Data system and control documents
- Consistent updates on project status and files
- Record retention

All support needed for data control and documentation will be provided to support, organize and document project throughout its life period.

ECF shall provide progress meeting agenda, minutes and action items for each monthly progress meeting. ECF shall also submit invoices monthly and shall include progress report of work completed, invoice and copy of staff and hours worked on each phase of the project.

Consistent updates will be provided using set systems that will archive and collect data associated with project per procedures manual. Including Log and comments of incoming and outgoing documents from ECF servers and designated archived documents secured.

### **Expectations:**

Document and data log will be standardized per ECF procedures and updated continuously.

## 1-D Project Updates and Review Meetings

### **Projected Deliverable(s):**



- Meeting minute submittals and updates
- Monthly updates, internal meeting notes and consultations
- Task expectations and action items

ECF will provide with minutes/invites for 30 min on weekly project progress meetings with CLWB for all updates, approvals and comments along with once a month 1-hour calls to provide thorough updates along with provided comments and analysis input on data submittals and production reports.

Any and all task expectations will be discussed and adjusted if need be and in accordance to City of Lake Worth Beach and ECF guidelines.

A schedule will be provided once approved on both sides for scheduled teleconference meetings and discussions on designated dates along with compiled minutes of in conference discussions or additional informative team minutes.

**Expectations:**

- Weekly 30 min review minutes on project progress.
- Monthly 1-hour teleconference meeting discussion and approval updates.
- Updated and thorough meeting minutes provided continuously throughout project life.

## **2- Design**

**Projected Deliverable(s):**

- Design Criteria
- Construction Drawing 60%, 90%, 100%, IFC
- Estimated hours (monthly breakdowns)
- Project construction Estimates (both materials and labor)

Information review from all standards and project meetings including all data analysis and site visit entries. Summation of project Design Criteria for City of Lake Worth review and approval. Proposed final design according to designated design standards and procedures.

Guarantee scope and Design Criteria is up to standard and properly approved by City of Lake Worth. Will provide detailed base design for engineering and ECF will provide continuous updates throughout life of the project.

Below is the summary of activities for the overhead Feeder Design

**2-A** Drafting department to create background drawing from GIS system or existing CAD drawings

**2-B** Field Investigator to gathering the following information

- Pole location
- Pole type
- Span distance
- Heights attachments when applicable



- Framing
- Equipment on pole -Including franchise utilities, quantity, estimated size and type
- Accessibility

**2-C** Consolidate and process Data-from field and CLWB

**2-D** Conceptual Design to show in construction drawing all below grade utilities show on the Sunshine design ticket within 10 ft radius of proposed pole location.

**2-E** Conceptual Design Approval/CLBW

**2-F** Engineering Design

- Calculate load
- Determine wind loading using Pole Foreman
- Research equipment to provide recommendations to CLWB
- CLWB will provide equipment list of pole line hardware and materials. ECF to supplement with any additional materials needed to complete the project.
- Research environmental restrictions as to location of cable and depth
- Review lightning protection (LA) and add where needed
- Apply applicable CLBW standards
- Inventory material
- Create construction drawing and notes

**2-G** Add/modify construction framing standards as required to complete the project. CLWB to provide current framing and UG standards in CADD for review/reference.

**2-H** Provide pole bore sheets for each Ductile Iron or Concrete pole required to complete the project.

**2-I** Provide specifications for construction

**2-J** ECF to provide complete inventory list of materials required to complete the project. CLWB to provide list of approved/stocked materials to be utilized during construction.

**Expectations:**

- CLWB to provide load data and GIS information
- ECF will incorporate all City of Lake Worth's standards when possible and follow ECF protocol and standards at all times.
- CLWB to provide current construction standards

### **3- Review and finalization**

- Update with recommendations from CLWB
- Finalize bid package

### **4- Construction & Permitting:**





**Projected Deliverable(s):**

Replace wood pole with ductile Iron pole from 12th Avenue S (just northeast of 12th Ave Sub Station) to Wingfield St. than south to 15th Ave S and S M St.

- ECF will meet all possible overhead/underground construction standards for City of Lake Worth and ECF guidelines.
- All standards will be up to date and reflect current systems.
- Will maintain an updated log of all key milestones and action items and answer all questions with pre-construction meetings.

**4-A** ECF will initiate and attend Pre-construction meeting to answer all questions and ensure all standards are being planned for and met.

**4-B** ECF to provide a 4 hours a week for the length of construction of each circuit to provide engineering support during construction. This will be answering engineering questions or RFIs.

**4-C** Review and update City of Lake Worth Beach's construction standards for overhead pole top, equipment construction, guying and anchoring construction, grounding and arresters construction, secondary and services construction as required.

**4-D** Review project permits and determine/crosscheck as needed. Identify additional agencies or utilities that require permits from other agencies during construction.

**4-E** Create list of items of material items projected to be required for each phase of project. Listed by structure type, description identification, manufacturer and catalog number or proper specifications required. Quantity estimates of all items required with appropriate projections applies to allow for any possible breakage or loss per classified material which will be up to standards and forwarded to City of Lake Worth accordingly.

**4-F** ECF will generate associated drawings required during the construction phase of project meeting CLWU and ECF standards as fit.

**4-G** All objectives established for project will be met to highest quality. ECF will assure this by collecting project-related data throughout the life of the project including, design and structure criteria, supporting calculations and equipment sizing. Which can and will be submitted to CLWU if asked or needed.

**4-H** Design and construction reviews will be compiled including preliminary plan drawings, design criteria and supporting data and calculations. All reviewed comments will be addressed and any changes needed will be incorporated.

**4-I** Completed Construction Follow ups of updated construction drawings with any additional changes



that happened throughout life of project. Along with any additional assistance needed for close-out documentation of project with incorporated record drawings.

**Expectations:** To provide Right of Way acquisition for construction on 228 parcels along roadways. CLWB will provide prompt communication regarding RFI's that come from the construction contractor. & Replace approximately 50 poles associated with double 3 phase circuits and approximately 3 poles on the 3 phase taps, and 10 poles on the 1 phase taps along roadways and mostly truck accessible. Replace existing switches at 12th Ave S & S Pine St.

12th Ave S & S D St., 12th Ave S & S F St., 12th Ave S & S G St., & 15th Ave S & S M St. Replace all existing fuses to meet new CLWB fuse guidelines.

project will require a FDOT permit to build a section along N F St R/W at Lake Ave/Lucerne Ave.

**In regards to real estate:** We will need research to establish existing utility strips or R/W rights as needed. Secure additional right of way for facility relocations along road r/w, acquire railroad crossing permits.

## **5- Project Schedule.**

### **Projected Deliverable(s):**

- Project schedule provided.
- IFC plans, construction standards, pole bores and complete materials list.
- Project to be completed in no longer than 270 calendar days from time starting date.

**5-A** ECF to provide a project schedule indicating key milestones, design submittal dates at 50/90/100% throughout project life, including the schedule shall include an opportunity for review of draft documents, if necessary. The schedule should identify expectations of CLWB staff necessary to meet this deadline.

**5-B** All IFC plans and standards will be met to accordance.

**5-C** All construction standards will be pre-reviewed and met with CLWU.

**5-D** All material lists and pole bores will be pre-established and reviewed with CLWU.

**Expectations:** CLWB to provide prompy feedback regarding schedule dates

## **6- Cost Estimate**

Engineering Firm will bill CLWB for Actual Time and Material to do the Real Estate transactions and research existing utility strips in subdivisions



<b>Task E-12</b>	<b>Total</b>
Drafting Total	128
Design Total	731
Review Total	248
Construction Total	112
<b>Total hour for task E-12</b>	<b>1219</b>
<b>Total Cost for task E-12</b>	<b>\$ 171,076</b>

**Total NTE: \$171,076**

## **7-Deliverables**

**7-A** ECF to deliver the following documents as consistent deliverables.

- Project Schedule updated monthly
- Project Weekly Updates
- Autocad Drawings
- Permit drawings such as Plan & Profile drawings
- ECF to apply for FDOT/PBC permits and provide ECF with the permitting guidelines
- Excel inventory sheet

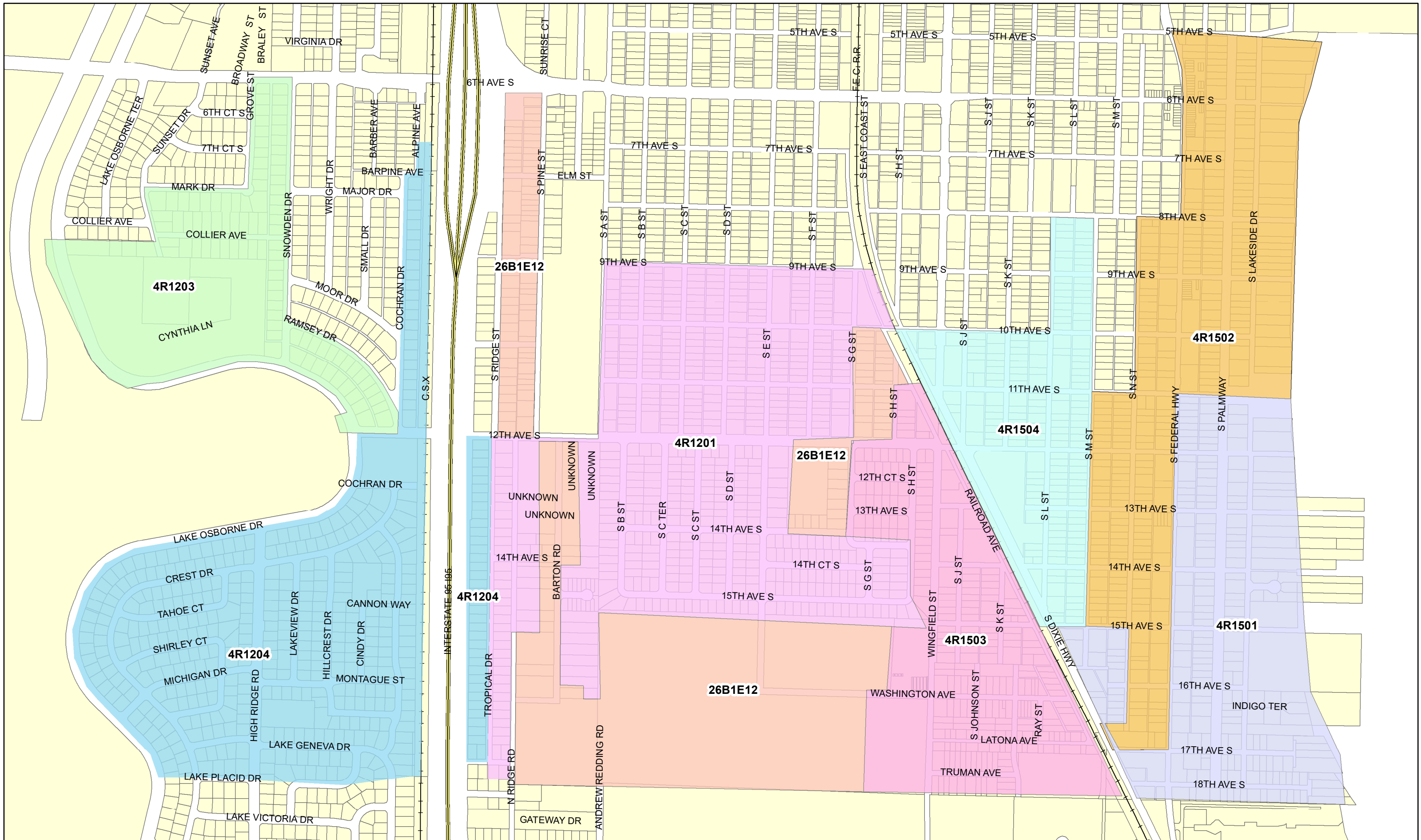
**7-B** ECF to provide a project schedule indicating key milestones, progress of design submitted at 60%, 90%, 100% throughout project life and IFC Plans.

**7-C** As-Built plans

**7-D** Any new, revised or updated construction standards required to complete the project shall be added to the Construction Standards package and open for any questions throughout all review meetings and will be updated according to standard and expectations.

**7-E** Final design needs to include, locations for reclosers, switch tie-points & open-points converting the radial system to a grid/mesh electrical distribution system when applicable.

**Expectations:** CLWB to return review comments promptly.



MAP PRINTED BY:  
System Operations

LAST UPDATE: 7.29.2020

Substations: **CIRCUIT BOUNDARIES**  
Feeders: **26B1E12**

CITY OF LAKE WORTH UTILITIES  
LAKE WORTH, FLORIDA

1 inch = 640 feet



# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** January 31, 2023

**DEPARTMENT:** Electric Utility

**TITLE:**

Agreement with ULS Corporate, Inc. for the purchase and delivery of overhead, pole-mounted distribution transformers

**SUMMARY:**

Agreement with ULS Corporate, Inc. for the purchase and delivery of overhead, pole-mounted distribution transformers for the City's Electric Utility under City of Lake Worth Beach solicitation (IFB# 22-112). Materials purchased under this agreement are essential elements of the City's Electric Utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in Bond Series 2020 and 2022.

**BACKGROUND AND JUSTIFICATION:**

The City issued an Invitation for Bid (IFB 22-112) seeking bids from qualified vendors for the supply of overhead, pole-mounted distribution transformers. ULS Corporate, Inc. 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 is currently implementing the Electric Utility System Hardening and Reliability Improvement Program (SHRIP). As part of this project, old overhead distribution transformers are replaced to improve system reliability and storm resiliency. Additionally, many locations within the service territory will be converted from 4kV to 26kV, which also requires the materials purchased under this agreement. Overhead distribution transformers purchased under this agreement will be utilized for both Capital and Operations & Maintenance projects and will be charged out to the projects accordingly. The duration of the Agreement is three (3) years, with the option to renew for two (2) additional one (1) year periods. The total cost shall not exceed \$2,750,000 per year.

**MOTION:**

Move to approve/disapprove the Agreement with ULS Corporate, Inc. for the purchase and delivery of overhead, pole-mounted distribution transformers at a cost not to exceed \$2,750,000 per year.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	\$2,750,000	\$2,750,000	\$2,750,000	0	0
Net Fiscal Impact	\$2,750,000	\$2,750,000	\$2,750,000	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

<b>New Appropriation Fiscal Impact:</b>		
	<b>Revenue Source</b>	<b>Expenditure</b>
Department	Electric	
Division	Transmission & Distribution	
GL Description	Improve Other Than Build	
GL Account Number	421-6034-531.63-15	
Project Number	Various	
Requested Funds	\$2,750,000	\$2,750,000

**AGREEMENT FOR GOODS AND SERVICES  
(Distribution Transformers)**

**THIS AGREEMENT FOR GOODS AND SERVICES** ("Agreement") is made between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **ULS Corporate, Inc.**, a foreign corporation ("CONTRACTOR") with its office located at 1001 Finch Ave West, Suite 200A, Toronto, Ontario, M3J 2C7, Canada.

**RECITALS**

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

WHEREAS, the CITY issued Invitation for Bid #22-112 for the procurement of overhead pole-mounted transformers for use on a grounded 60-Hertz distribution system for the City of Lake Worth Beach on an as needed basis ("IFB"); and

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

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

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

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

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

**1. TERM**

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

**2. SCOPE OF WORK**

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



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

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

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

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

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

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

### **4. MATERIALS**

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

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

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

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

5.3 The CITY's ordering mechanism for the Scope of Work (including each order of transformers) under this Agreement will be by a City issued Purchase Order(s); however, 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 30<sup>th</sup> of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new Purchase Order(s) each Fiscal Year for required and approved goods.

## **6. MAXIMUM COSTS**

6.1 The CONTRACTOR expressly acknowledges and agrees that the total not to exceed cost for this Agreement shall be the total of all City issued Purchase Orders under this Agreement. For purposes of budgeting and setting a fiscal year limitation, the total not to exceed amount of this Agreement for each fiscal year is **Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00)**, and no additional costs shall be authorized without prior written approval from the CITY. The CITY will not issue a Purchase Order that exceeds the aforementioned fiscal year limitation and the CONTRACTOR shall not seek reimbursement for any costs from the CITY that exceed the amount stated in a duly issued Purchase Order.

## **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, which includes any equipment that has been ordered pursuant to a CITY-issued Purchase Order and which is in the process of being manufactured and/or shipped to the CITY by the CONTRACTOR. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

## **13. INSURANCE**

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



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

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

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

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

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

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

#### **15. INDEMNITY**

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

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

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

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



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

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

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

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

## **17. ASSIGNMENT**

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

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

## **18. SUCCESSORS AND ASSIGNS**

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

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

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

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

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



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

**21. TIME IS OF THE ESSENCE**

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

**22. NOTICES**

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

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

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

ULS Corporate Inc  
Att. Jose Velazco, Director  
1001 Finch Ave West, Suite 200A  
Toronto, Ontario, M3J 2C7, Canada.

**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. SCRUTINIZED COMPANIES**

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



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

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

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

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

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

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

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

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

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

**39. SURVIVABILITY**

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

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





IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Distribution Transformers) on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

APPROVED FOR FINANCIAL SUFFICIENCY:

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

CONTRACTOR:

**ULS Corporate, INC**



[Corporate Seal]

By: \_\_\_\_\_

Print Name: Jose Velasco

Title: DIRECTOR

city  
STATE OF Markham )  
COUNTY OF Ontario )  
Province

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 12 day of January 2022, by Si Ji (Frank) Du, as the Director [title] of **ULS Corporate, INC**, a Texas Corporation, who is personally known to me or who has produced Driver's License as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature  
Notary Seal:

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



**Exhibit A**  
Contractor's Schedule of Unit Prices (4 pages)





**IFB# 22-112 DISTRIBUTION TRANSFORMERS**

**(B4)**

**SCHEDULE OF UNIT PRICES**

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

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

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

	Description	Est. Units	Size kVA	Sec. Volts	Manufacturer	Part #	Unit Price	AVG NL Losses	AVG LL Losses	Delivery In days ARO
1	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	250	25	120/240	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00001	\$ 6,740.00	23	441	150 days
2	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	250	50	120/240	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00003	\$ 8,812.00	37	661	150 days
3	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	200	75	120/240	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00004	\$ 11,004.00	48	812	150 days
4	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	25	100	120/240	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00005	\$ 12,805.00	60	1110	135 days
5	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	3	167	120/240	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00006	\$ 17,003.00	72	1915	120 days



6	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	6	333	120/240	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00032	\$ 32,350.00	132	3060	120 days
7	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	3	25	240/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00007	\$ 6,825.00	23	441	120 days
8	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	3	50	240/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00008	\$ 8,795.00	37	755	120 days
9	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	3	75	240/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00009	\$ 10,562.00	47	963	120 days
10	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	3	100	240/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00010	\$ 13,060.00	58	1118	120 days
11	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	3	167	240/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00011	\$ 17,105.00	66	2005	120 days
12	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	3	25	277/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00012	\$ 6,655.00	23	441	120 days
13	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	20	50	277/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00013	\$ 9,050.00	37	639	120 days
14	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	9	75	277/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00014	\$ 11,191.00	48	808	120 days
15	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	3	100	277/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00015	\$ 12,975.00	61	1061	120 days



16	Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye	3	167	277/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00016	\$ 17,530.00	75	1969	120 days
17	Type text her Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	10	25	120/240	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00017	\$ 6,230.00	23	435	120 days
18	Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	30	50	120/240	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00018	\$ 8,200.00	37	679	120 days
19	Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	15	75	120/240	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00019	\$ 10,392.00	48	801	120 days
20	Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	10	100	120/240	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00020	\$ 12,380.00	60	1064	120 days
21	Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	3	167	120/240	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00021	\$ 17,088.00	74	1920	120 days
22	Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	3	25	240/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00022	\$ 6,060.00	22	455	120 days
23	Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	3	50	240/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00023	\$ 8,115.00	37	754	120 days
24	Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	3	75	240/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00024	\$ 9,960.00	47	971	120 days
25	Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	3	100	240/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00025	\$ 12,465.00	58	1118	120 days



26	Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	3	167	240/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00026	\$ 16,901.00	71	1944	120 days
27	Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	3	25	277/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00027	\$ 6,060.00	22	442	120 days
28	Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	3	50	277/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00028	\$ 8,455.00	37	637	120 days
29	Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	3	76	277/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00029	\$ 10,630.00	48	805	120 days
30	Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	3	100	277/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00030	\$ 12,635.00	61	1057	120 days
31	Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye	3	167	277/480	ULS CORPORATE INC / KUMKANG TRANSFORMER CO	KKT-AS00031	\$ 17,326.00	74	1847	120 days

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

Name of Bidder: ULS CORPORATE INC

Address: 12808 W AIRPORT BLVD, SUGAR LAND ST TX Zip 77478

Phone: (647) 3518574 Email: JVELAZCO@ULSCORPORATE.COM

Print Name: JOSE VELAZCO Title: DIRECTOR

SIGNATURE: \_\_\_\_\_ Date: SEPTEMBER 21, 2022

*Jose Velazco*  
**Jose Velazco**  
**Director, President**  
**ULS Corporate Inc.**  
**Phone: 647-351-8574 | Fax: 647-351-8573**  
**E-mail: jvelazco@ulscorporate.com**  
**www.ulscorporate.com**

*Jose Velazco*



# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** January 31, 2023

**DEPARTMENT:** Electric Utility

**TITLE:**

Purchase Order(s) to McWane Poles for the purchase and delivery of ductile iron utility poles

**SUMMARY:**

Purchase Order(s) with McWane Poles for Purchase & Delivery of Ductile Iron Poles for the City's Electric Utility under Florida Municipal Power Agency's (FMPA) Joint Purchasing Project solicitation (ITB #2021-019) at a cost not to exceed \$1,500,000. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020 and May 2022.

**BACKGROUND AND JUSTIFICATION:**

The FMPA was formed in 1978 to provide various services for Florida municipal-owned utilities. In July of 1994, FMPA created a joint purchasing project for the joint purchasing of services, materials, supplies and equipment utilized in the generation, transmission, and distribution of electricity. FMPA members desiring to share in the benefits of the FMPA joint purchasing project enter a project procurement agreement with FMPA. The City has been a participating member of FMPA since its inception in 1978 and signed a project procurement agreement in 1994.

Under its joint purchasing project, FMPA issued a solicitation for ductile iron poles in July of 2021, FMPA ITB# 2021-019, for the Purchase and Delivery of Ductile Iron Poles for use on electrical transmission and distribution systems. FMPA received one bid and awarded McWayne Poles. The bid award was effective through September 30, 2022. In June of 2022, the Participating Members and the awarded vendors mutually agreed to extend the award for an additional year, per the FMPA Terms and Conditions. The extension is valid until September 30, 2023. At that time, the Participating Members will consider whether to renew the award or reissue a new bid to obtain new pricing.

The City is currently implementing the Electric Utility System Hardening and Reliability Improvement Program (SHRIP). As part of the SHRIP project, wood utility poles are replaced with stronger poles to improve storm resiliency. The storm-hardening program is currently being implemented using a combination of concrete, higher-class wood poles and ductile iron poles to construct a robust electrical distribution system capable of withstanding wind-storm events. The City began installing Ductile Iron poles in 2021 as part of the storm-hardening process. There are several benefits of using ductile iron poles for storm-hardening which include; durability, low-maintenance, consistent strength, ease of installation and lower life-cycle cost when compared to concrete.

The City's Electric Utility is requesting approval for Purchase Orders to McWane for the purchase and delivery of additional ductile iron poles. The poles to be purchased will be utilized for several storm-hardening projects including; 6th Ave. circuits, 0601, 0602, 0603 & 0604; E-12 sub-transmission circuit, and for the installation of additional reclosers at a cost not to exceed \$1,500,000 for Fiscal Year 2023.

**MOTION:**

Move to approve/disapprove Purchase Order(s) to McWane Poles for the purchase and delivery of ductile iron utility poles in the amount not to exceed \$1,500,000.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
FMPA Award Extension 2022-2023  
Circuits Quotes (4)  
Quote for (10) Poles E-12-0603

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	\$1,500,000	0	0	0	0
Net Fiscal Impact	\$1,500,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric
Division	T&D
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	Multiple
Requested Funds	\$1,500,000



**MEMORANDUM**

July 14, 2022

**TO:** Members participating in the Ductile Iron Poles Bid  
**FROM:** Sharon Samuels  
**SUBJECT:** Award Extension of the Ductile Iron Poles Bid

\*\*\*\*\*

The FMPA Purchase & Delivery of Ductile Iron Poles Bid is scheduled to expire September 30, 2022. FMPA originally received a sole bid under FMPA ITB# 2021-019 from GHMR - McWane Poles of Coshocton, OH.

The items were awarded to GHMR (McWane Poles). The awarded bidder was contacted to determine their interest in extending the award for an additional year. They have agreed to hold the terms for an additional year, but has requested price increases in accordance with Paragraph 12 (escalation/de-escalation) of the Terms and Conditions section of the bid to offset increasing costs. The Participating Members have accepted the price increase.

The Participating Members and the awarded vendors have mutually agreed to extend the award for an additional year, per the FMPA Terms and Conditions. The extension is valid until September 30, 2023. At that time, the Participating Members will consider whether to renew the award or reissue a new bid to obtain new pricing.

All other aspects of the bid remain the same.

If you have any questions, please give me a call.

Attachments

cc: Bidders



**McWane Poles**  
 A Division of McWane, Inc.  
 2266 South Sixth St.  
 Coshocton, Ohio 43812  
 P: 740-622-6651  
 F: 740-662-8551

# Quotation

Customer:	City of Lake Worth Beach c/o Steve Johnson	Quote Number:	156084
Ship To:	LAKE WORTH BEACH, Florida	Date:	Jan 18, 2023
		Quote Expires:	Feb 23, 2023

Part No.	Description	Standard Weight	Max Tip Load	Qty	Unit Price	Total
H6060W	<b>60' H6 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 14" RAPTOR CAP	4248	7.41	1	\$ 5,533.38	\$ 5,533.38
H8055W	<b>55' H8 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 14" RAPTOR CAP	4872	9.425	5	\$ 5,761.77	\$ 28,808.85
H8060W	<b>60' H8 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 14" RAPTOR CAP	5406	9.425	4	\$ 6,475.63	\$ 25,902.52
Total Pole Quantity: 10						<b>Total: \$ 60,244.75</b>

Delivery Lead Time:	Determined at time of drawing approval	Quotation From:
Freight Expense:	Excluded	Shelby Longaberger
Freight Arrangements:	Delivery at Place (DAP)	Sales Associate
Payment Terms:	Net 30 Days	
Plant of Origin:	Coshocton, OH	(740) 202-7482

**Notes:**

FREIGHT EXCLUDED UNTIL TIME OF ORDER WHEN TL QUANTITIES ARE DETERMINED. PER FMPA CONTRACT. This purchase is made pursuant to the terms and conditions of the FMPA contract.

Poles are quoted per "Specifications for Ductile Iron Poles" updated 5/7/2019. Poles are designed and manufactured to wood pole equivalency, "Grade B" construction. Prices are subject to change without notice.



**McWane Poles**  
 A Division of McWane, Inc.  
 2266 South Sixth St.  
 Coshocton, Ohio 43812  
 P: 740-622-6651  
 F: 740-662-8551

# Quotation

Customer:	City of Lake Worth Beach c/o Steve Johnson	Quote Number:	156058
Ship To:	Lake Worth Beach, Florida	Date:	Jan 6, 2023
		Quote Expires:	Feb 4, 2023

Part No.	Description	Standard Weight	Max Tip Load	Qty	Unit Price	Total
H6055W	<b>55' H6 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- HDPE Raptor Cap 14"	3806	7.41	31	\$ 4,980.49	\$ 154,395.19
H6060W	<b>60' H6 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- HDPE Raptor Cap 14"	4248	7.41	1	\$ 5,533.38	\$ 5,533.38
H8060W	<b>60' H8 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- HDPE Raptor Cap 14"	5406	9.425	1	\$ 6,475.63	\$ 6,475.63
H8055W	<b>55' H8 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- HDPE Raptor Cap 14"	4872	9.425	1	\$ 5,761.77	\$ 5,761.77
F	<b>Freight</b> Freight 55'	0	0	3	\$ 8,360.00	\$ 25,080.00
F	<b>Freight</b> Freight 60'	0	0	1	\$ 8,992.00	\$ 8,992.00
Total Pole Quantity: 33					Total:	<b>\$ 206,237.97</b>

Delivery Lead Time:	Determined at time of drawing approval	Quotation From:
Freight Expense:	Prepaid Add	Lindsay Thomas
Freight Arrangements:	Delivery at Place (DAP)	Sales Associate
Payment Terms:	Net 30 Days	
Plant of Origin:	Coshocton, OH	(740) 202-7482

Notes:  
 This purchase is made pursuant to the terms and conditions of the FMPA contract.

Poles are quoted per "Specifications for Ductile Iron Poles" updated 5/7/2019. Poles are designed and manufactured to wood pole equivalency, "Grade B" construction. Prices are subject to change without notice.



**McWane Poles**  
 A Division of McWane, Inc.  
 2266 South Sixth St.  
 Coshocton, Ohio 43812  
 P: 740-622-6651  
 F: 740-662-8551

# Quotation

Customer:	City of Lake Worth Beach c/o Steve Johnson	Quote Number:	156009
Ship To:	Lake Worth Beach, Florida	Date:	Jan 9, 2023
		Quote Expires:	Feb 8, 2023

Part No.	Description	Standard Weight	Max Tip Load	Qty	Unit Price	Total
H6050W	<b>50' H6 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- HDPE Raptor Cap	3473	7.41	7	\$ 4,350.42	\$ 30,452.94
H6055W	<b>55' H6 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- HDPE Raptor Cap	3806	7.41	41	\$ 4,930.49	\$ 202,150.09
H8055W	<b>55' H8 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- HDPE Raptor Cap	4872	9.425	5	\$ 5,711.77	\$ 28,558.85
H8060W	<b>60' H8 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- HDPE Raptor Cap	5406	9.425	3	\$ 6,425.63	\$ 19,276.89
F	<b>Freight</b> Freight Zone 3 - 60'	0	0	1	\$ 8,992.00	\$ 8,992.00
F	<b>Freight</b> Freight Zone 3 - 55'	0	0	5	\$ 8,360.00	\$ 41,800.00
Total Pole Quantity: 56						<b>Total: \$ 331,230.77</b>

Delivery Lead Time:	Determined at time of drawing approval	Quotation From:	
Freight Expense:	Prepaid Add	Lindsay Thomas	
Freight Arrangements:	Delivery at Place (DAP)	Sales Associate	
Payment Terms:	Net 30 Days		
Plant of Origin:	Coshocton, OH	(740) 202-7482	

Notes:  
 This purchase is made pursuant to the terms and conditions of the FMPA contract.

Poles are quoted per "Specifications for Ductile Iron Poles" updated 5/7/2019. Poles are designed and manufactured to wood pole equivalency, "Grade B" construction. Prices are subject to change without notice.





**McWane Poles**  
 A Division of McWane, Inc.  
 2266 South Sixth St.  
 Coshocton, Ohio 43812  
 P: 740-622-6651  
 F: 740-662-8551

# Quotation

Customer:	City of Lake Worth Beach c/o Steve Johnson	Quote Number:	155935
Ship To:	Lake Worth Beach, Florida	Date:	Jan 9, 2023
		Quote Expires:	Feb 8, 2023

Part No.	Description	Standard Weight	Max Tip Load	Qty	Unit Price	Total
H6055W	<b>55' H6 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- HDPE Raptor Cap 14"	3806	7.41	14	\$ 5,980.49	\$ 83,726.86
H8060W	<b>60' H8 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- HDPE Raptor Cap 14"	5406	9.425	1	\$ 6,475.63	\$ 6,475.63
F	<b>Freight</b> Freight - 55'	0	0	2	\$ 8,360.00	\$ 16,720.00
Total Pole Quantity: 15    Total:						<b>\$ 106,922.49</b>

Delivery Lead Time:	<b>Determined at time of drawing approval</b>	Quotation From:
Freight Expense:	<b>Prepaid Add</b>	Lindsay Thomas
Freight Arrangements:	<b>Delivery at Place (DAP)</b>	Sales Associate
Payment Terms:	<b>Net 30 Days</b>	
Plant of Origin:	<b>Coshocton, OH</b>	(740) 202-7482

Notes:  
 This purchase is made pursuant to the terms and conditions of the FMPA contract.

Poles are quoted per "Specifications for Ductile Iron Poles" updated 5/7/2019. Poles are designed and manufactured to wood pole equivalency, "Grade B" construction. Prices are subject to change without notice.



**McWane Poles**  
 A Division of McWane, Inc.  
 2266 South Sixth St.  
 Coshocton, Ohio 43812  
 P: 740-622-6651  
 F: 740-662-8551

# Quotation

Customer:	City of Lake Worth Beach c/o Steve Johnson	Quote Number:	155928
Ship To:	Lake Worth Beach, Florida	Date:	Jan 9, 2023
		Quote Expires:	Feb 8, 2023

Part No.	Description	Standard Weight	Max Tip Load	Qty	Unit Price	Total
H6055W	<b>55' H6 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- HDPE Raptor Cap 14"	3806	7.41	34	\$ 4,980.49	\$ 169,336.66
H6060W	<b>60' H6 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- HDPE Raptor Cap 14"	4248	7.41	12	\$ 5,533.38	\$ 66,400.56
H3050W	<b>50' H3 - Weathered Finish</b> Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- HDPE Raptor Cap 14"	2938	4.875	1	\$ 3,398.42	\$ 3,398.42
F	<b>Freight</b> Freight - 60'	0	0	2	\$ 8,992.00	\$ 17,984.00
F	<b>Freight</b> Freight - 55'	0	0	3	\$ 8,360.00	\$ 25,080.00
Total Pole Quantity: 47						<b>Total: \$ 282,199.64</b>

Delivery Lead Time:	<b>Determined at time of drawing approval</b>	Quotation From:
Freight Expense:	<b>Prepaid Add</b>	Lindsay Thomas
Freight Arrangements:	<b>Delivery at Place (DAP)</b>	Sales Associate
Payment Terms:	<b>Net 30 Days</b>	
Plant of Origin:	<b>Coshocton, OH</b>	(740) 202-7482

Notes:  
 This purchase is made pursuant to the terms and conditions of the FMPA contract.

Poles are quoted per "Specifications for Ductile Iron Poles" updated 5/7/2019. Poles are designed and manufactured to wood pole equivalency, "Grade B" construction. Prices are subject to change without notice.



# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** January 31, 2023

**DEPARTMENT:** Electric Utility

**TITLE:**

First Amendment to Horizons Energy, LLC for consulting services.

**SUMMARY:**

This First Amendment authorizes Horizons Energy, LLC to provide consulting services related to the Electric Utility Integrated Resource Plan (IRP)

**BACKGROUND AND JUSTIFICATION:**

On May 5, 2022, Horizons Energy, LLC was selected to assist the City in developing the IRP under a \$50,000 contract. The Amendment will provide additional funds to cover costs associated with continuing services and tasks to be performed by Horizons Energy at the request of Staff and/or City Commission. Additional tasks could include additional research, preparing additional information, presentations and/or data, and attending meetings with Staff, Electric Utility Advisory Board, and City Commission at a cost not to exceed \$10,000.

**MOTION:**

Move to approve/disapprove the First Amendment to Horizons Energy LLC Professional Services Agreement in the amount not to exceed \$10,000.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
First Amendment

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$10,000	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$10,000	0	0	0	
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

<b>Contract Award - Existing Appropriation</b>	
	Expenditure
Department	Electric Utility
Division	Generation
GL Description	Contractual Services
GL Account Number	401-6031-531.34-50
Project Number	N/A
Requested Funds	\$10,000

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
(Economic Evaluation of Capacity and Energy Study)**

This First Amendment ("First Amendment") to the Professional Services Agreement is made as of the \_\_\_\_\_, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida ("CITY") and **Horizons Energy, LLC**, a limited liability company authorized to do business in the State of Florida, ("CONSULTANT").

**WHEREAS**, on May 25, 2022, the CITY and CONSULTANT entered a Professional Services Agreement for the CONSULTANT to develop a 20-year economic evaluation of capacity and energy options available to the City's Electric Utility in support of the CITY's goals of providing low cost, reliable, and low carbon electric utility service to its customers ("Agreement"); and

**WHEREAS**, the City Commission has requested additional data, information, and services regarding the Electric Utility, which fall within the CONSULTANT's significant area of expertise in assisting electric power generation companies and electric utilities; and

**WHEREAS**, the CONSULTANT has agreed to provide the additional services under the same rates as set forth in the Agreement; and

**WHEREAS**, the purpose of this First Amendment is to set forth certain terms and conditions for the provision of the additional services by the CONSULTANT to the CITY; and

**WHEREAS**, the CITY finds entering this First Amendment 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 CONSULTANT agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Consultant's Services.** Section 2 of the Agreement, regarding the CONSULTANT's services, is amended to add the additional consulting services as may be requested by the CITY's Electric Utility Director or designee including, but not limited to, conducting additional research and preparing additional information, presentations, and/or data for the CITY's Electric Utility Advisory Board meetings, City Commission workshops, and City Commission meetings, and for the CITY's Electric Utility.
3. **Fees.** Section 5 of the Agreement, regarding the CONSULTANT's fees, is amended to increase the CONSULTANT's compensation for the additional services to be provided under this First Amendment. The maximum not to exceed compensation to be paid by the CITY to the CONSULTANT under this First Amendment is **Ten Thousand Dollars (\$10,000.00)**. The CONSULTANT'S rates for this First Amendment shall be the same rates as set forth in the Agreement.
4. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement and this 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. All other terms and conditions of the Agreement not amended by this First Amendment remain in full force and effect.
5. **Counterparts.** This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same



instrument. Either or both parties may sign this First Amendment electronically and provide a copy to the other via facsimile or email and such signature is as valid as the original signature of such party.

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

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

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

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

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: **Horizons Energy, LLC**

[Corporate Seal]

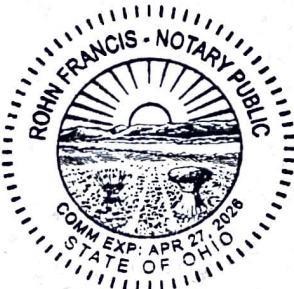
By: (Greg Turk) / Greg Turk  
Print Name: Greg Turk  
Title: president

STATE OF Ohio  
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 12 day of November, 2022, by Greg Turk, who was physically present, as President (title), of **Horizons Energy, LLC**, a limited liability company, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Driver License as identification.

Notary Public

(Signature)  
Print Name: Rohn Francis  
My commission expires: 4/27/2026



# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** January 31, 2023

**DEPARTMENT:** Electric Utility

**TITLE:**

Interdepartmental Budget Transfer to cover Hurricane Nicole Expenses

**SUMMARY:**

The Interdepartmental Budget Transfer will cover Hurricane Nicole Expenses in the amount of \$1,644,500 from Account # 401-6031-531-34-29 (Contractual Services – Gas South) to 401-6034-531-31-90 (Professional Services -Other) to cover expenses incurred for Hurricane Nicole preparations.

**BACKGROUND AND JUSTIFICATION:**

In November of 2022 as Hurricane Nicole approached the East Coast of Florida, the Electric Utility prepared for restoration of potential outages due to the impending storm. These preparations included securing lineperson contractors and vegetation management contractors on site prior to the hurricane making landfall as well as overnight accommodations for the crews. Lake Worth Beach sustained minimal damage to the electric distribution system related to Hurricane Nicole. All contractor crews were released as soon as reasonably prudent after the hurricane passed. This interdepartmental budget transfer will allow us to cover the expenses associated with Hurricane Nicole.

**MOTION:**

Move to approve/disapprove the interdepartmental budget transfer to cover Hurricane Nicole expenses.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Davey Tree Invoice  
Divergent Energy Invoice  
LE Myers Invoice  
Hampton Inn Invoice  
Holiday Inn Invoice  
Palmdale Invoice  
Sandy James Invoice



**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
<b>Inflows</b>					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows</b>					
Operating	\$1,644,500	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$1,644,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time Employee Positions</b>					
	0	0	0	0	0

<b>Budget Transfer Impact</b>		
	<b>Revenue Source</b>	<b>Expenditure</b>
<b>Department</b>	Electric	Electric
<b>Division</b>	Power Generation	T&D
<b>GL Description</b>	Contractual Services/Gas South	Professional Services/Other
<b>GL Account Number</b>	401-6031-531-34-29	401-6034-531-31-90
<b>Project Number</b>	N/A	N/A
<b>Requested Funds</b>	\$1,644,500	\$1,644,500



W/E      INVOICE #  
 11/12/2022      917235356

CITY OF LAKE WORTH  
 1900 2ND AVE N  
 LAKE WORTH, FL 33461

CUSTOMER:      1685982  
 COST CENTER:      177301

FOREMAN:  
 JODWAY

TERMS  
 30 DAYS

HURRICANE NICOLE

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
32	HRS	SUPERVISOR	96.15	3,076.80
32	HRS	SUPERVISOR OT	129.80	4,153.60
128	HRS	CREW FOREMAN	84.93	10,871.04
128	HRS	CREW FOREMAN OT	114.66	14,676.48
160	HRS	TREE TRIMMER	75.69	12,110.40
160	HRS	TREE TRIMMER OT	102.17	16,347.20
10668	MLS	AERIAL LIFT UNDER 60'	1.98	21,122.64
2667	MLS	PICKUP TRUCK	1.70	4,533.90

PER DIEM

40	BREAKFAST	8.00	320.00
40	LUNCH	11.00	440.00
40	DINNER	18.50	740.00
30	HOTEL	80.00	2,400.00

TOTAL      90,792.06

TOTAL INVOICE      90,792.06

FOR ADDITIONAL QUESTIONS, PLEASE EMAIL BILLINGSUPPORT@DAVEY.COM

**PLEASE REMIT PAYMENT TO:**  
 THE DAVEY TREE EXPERT COMPANY  
 P.O. BOX 94532  
 CLEVELAND, OH 44101

**ACH/EFT INFO:**  
 Bank Account Name: The Davey Tree Expert Company  
 ABA Routing Number: 041001039  
 Account Number: 00-052-6248  
 Tax ID/EIN: 34-0176110  
 Swift Number: KEYBUS33

**DAVEY TREE EXPERT COMPANY**

Timesheet Number (Internal Use Only)

Week Ending Date

Cost Center

Supervisor

Job #

Work Type

11/12/2022
174202
Jason Jodway
Distribution
Hurricane Nicole

Client	Lake Worth
Client Contact	

EMPLOYEE DETAILS			LABOR HOURS														Totals			
			11/6		11/7		11/8		11/9		11/10		11/11		11/12		320	320	0	
EMPLOYEE #	EMPLOYEE NAME		OT	DT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	OT	DT	TOTAL	ST	OT	DT
20078915	Kevin Scott	Crew Foreman					8	8	8	8	8	8	8	8			64	32	32	
20071849	Tim Plair	Tree Trimmer					8	8	8	8	8	8	8	8			64	32	32	
30004106	Art Gutierrez	Crew Foreman					8	8	8	8	8	8	8	8			64	32	32	
20075989	Thomas Jennings	Tree Trimmer					8	8	8	8	8	8	8	8			64	32	32	
20069302	Lian Fuchs	Crew Foreman					8	8	8	8	8	8	8	8			64	32	32	
20075988	Tyler Harding	Tree Trimmer					8	8	8	8	8	8	8	8			64	32	32	
20049501	John Thelen	Crew Foreman					8	8	8	8	8	8	8	8			64	32	32	
20082041	Drew Farmer	Tree Trimmer					8	8	8	8	8	8	8	8			64	32	32	
20031859	Jason Jodway	Supervisor					8	8	8	8	8	8	8	8			64	32	32	
20043153	Kenneth Bartlett	Tree Trimmer					8	8	8	8	8	8	8	8			64	32	32	
0			0																	
0			0																	
0			0																	
0			0																	
0			0																	
0			0																	
0			0																	
0			0																	
0			0																	
0			0																	

Equipment Number	Equipment Code	Sun	M	T	W	TH	F	Sat	Total
3003072	Aerial Lift Under 60' - 2WD			16	16	16	16		64
3300245	Aerial Lift Under 60' - 4WD			16	16	16	16		64
3002501	Aerial Lift Under 60' - 2WD			16	16	16	16		64
3003102	Aerial Lift Under 60' - 2WD			16	16	16	16		64
2203952	Pickup Truck			16	16	16	16		64
		0							
		0							
		0							
		0							
		0							
		0							
		0							

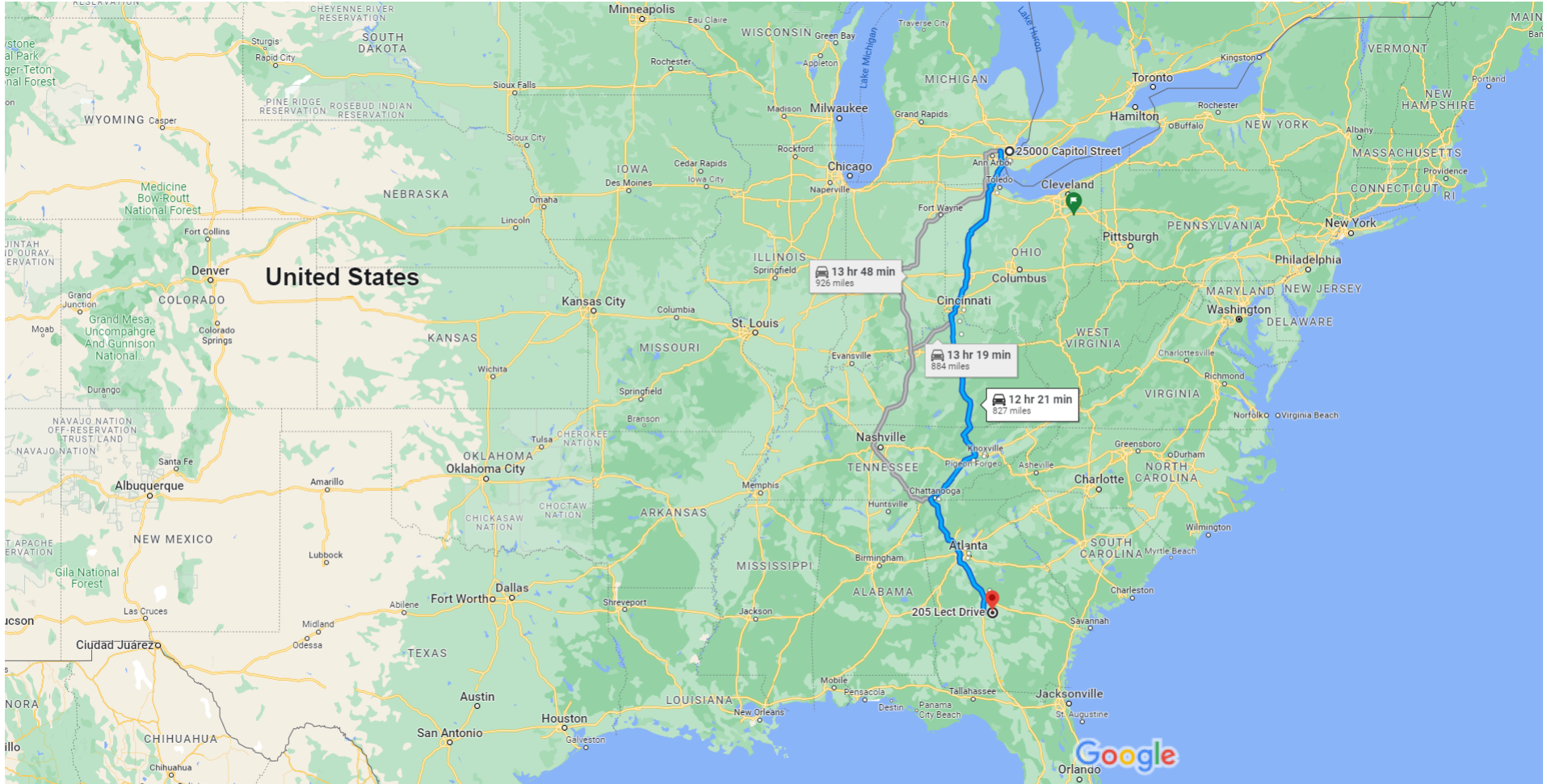
**Additional Comments: Please enter starting and ending locations for Travel below!**

Lake Worth Storm Mileage Report  
 11/8/2022  
 25000 Capitol st, Redford Mi / 205 Lect Dr, Perry GA= 837 miles  
 11/9/2022  
 205 Lect Dr, Perry GA / 1475 Gateway Blvd, Boynton Beach FL= 507 miles  
 11/10/2022  
 1475 Gateway Blvd, Boynton Beach FL / 2014 Hamilton Blvd, Chattanooga, TN= 721 miles  
 11/11/2022  
 2014 Hamilton Blvd, Chattanooga, TN / 25000 Capitol st, Redford, Mi= 617 miles

Tues 10 Break fast 10 lunch 10 Dinner 10 Hotel  
 Wed 10 Breakfast 10 Lunch 10 Dinner 10 Hotel.  
 Thurs 10 Breakfast 10 Lunch 10 Dinner 0 Hotel  
 Friday 10 Breakfast 10 Lunch 10 Dinner 10 Hotel



25000 Capitol St, Redford Charter Twp, MI 48239 to 205 Lect Dr, Perry, GA 31069 Drive 827 miles, 12 hr 21 min



Map data ©2022 Google, INEGI 100 mi

25000 This route has restricted usage or private roads.

Capitol St  
Redford  
Charter  
Twp, MI  
48239

## Get on I-75 S in Taylor from US-24 S/Telegraph Rd

- 27 min (14.7 mi)
- ↑ 1. Head east toward Capitol St  
246 ft
  - ↖ 2. Slight left onto Capitol St  
⚠ Partial restricted usage road  
0.2 mi
  - ↗ 3. Turn right onto Dixie  
0.3 mi
  - ↖ 4. Turn left onto Plymouth Rd  
0.3 mi
  - ↗ 5. Turn right onto US-24 S/Telegraph Rd  
📍 Pass by Popeyes Louisiana Kitchen (on the right)  
12.2 mi
  - ⬆ 6. Use the left 2 lanes to merge onto I-75 S via the ramp to Toledo  
1.7 mi

## Follow I-75 S to GA-127 E/GA-224 E/US-41 N/Marshallville Rd in Perry. Take exit 135 from I-75 S

- 11 hr 52 min (812 mi)
- ⬆ 7. Merge onto I-75 S  
📍 Entering Ohio  
53.8 mi
  - ↖ 8. Keep left at the fork to stay on I-75 S, follow signs for Dayton  
192 mi
  - ↗ 9. Keep right to stay on I-75 S  
📍 Entering Kentucky  
19.6 mi
  - ↖ 10. Keep left at the fork to stay on I-75 S  
20.8 mi
  - ↑ 11. Continue onto I-75 S  
41.1 mi

- ↗ 12. Keep right at the fork to stay on I-75 S  
[i Entering Tennessee](#)  
165 mi
- ↘ 13. Take the exit onto I-640 W/I-75 S toward Nashville/Chattanooga  
3.6 mi
- ↘ 14. Use the right 2 lanes to merge onto I-40 W/I-75 S toward Nashville/Chattanooga  
17.0 mi
- ↙ 15. Keep left at the fork to continue on I-75, follow signs for Chattanooga  
83.1 mi
- ↑ 16. Continue onto Exit 2 (signs for I-24 W/I-59/Chattanooga/Birmingham)  
0.1 mi
- ↶ 17. Keep left to continue on I-75 S, follow signs for Atlanta S  
[i Entering Georgia](#)  
97.2 mi
- ↶ 18. Keep left to stay on I-75 S  
8.6 mi
- ↗ 19. Keep right to stay on I-75 S, follow signs for I-85 S/Atlanta  
0.5 mi
- ↑ 20. Continue onto Horace E. Tate Fwy  
0.2 mi
- ↗ 21. Merge onto I-75 S/I-85 S  
7.4 mi
- ↙ 22. Keep left at the fork to continue on I-75 S  
64.8 mi
- ↗ 23. Keep right at the fork to continue on I-475 S, follow signs for Bypass to I-75 South Valdosta  
15.6 mi

- ↩ 24. Keep left and merge onto I-75 S  
21.8 mi
- ↷ 25. Take exit 135 for GA-127/GA-224/US-41/Larry Walker Pkwy toward Perry  
0.2 mi

**Follow Marshallville Rd and Lect Dr to your destination**

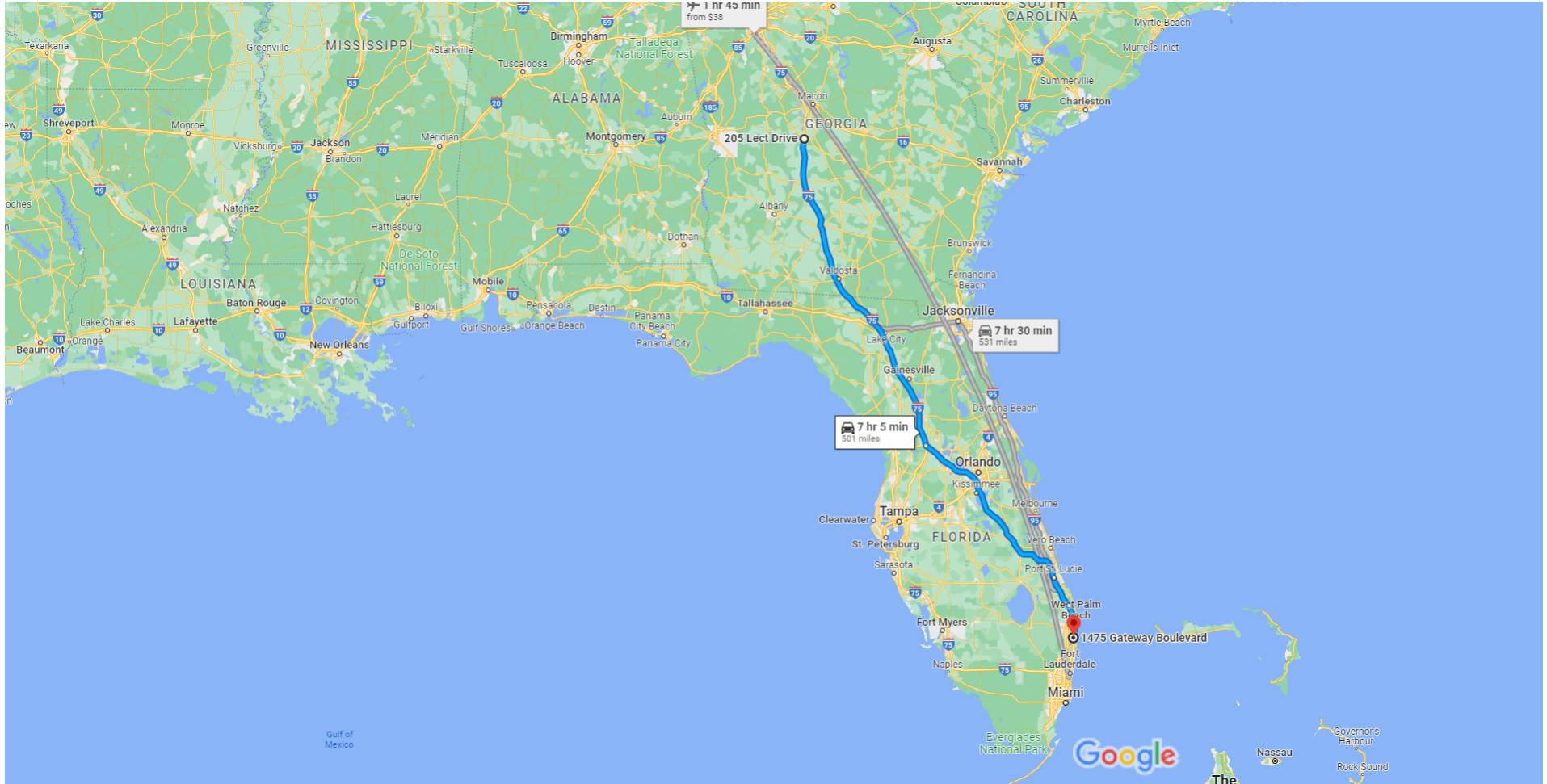
- ↩ 26. Turn left onto GA-127 E/GA-224 E/US-41 N/Marshallville Rd  
2 min (0.4 mi)  
ⓘ Pass by Circle K (on the right)  
0.2 mi
- ↩ 27. Turn left onto Marshallville Rd  
105 ft
- ↩ 28. Turn left onto Lect Dr  
0.1 mi
- ↩ 29. Turn left  
ⓘ Destination will be on the right  
112 ft

205 Lect Dr  
Perry, GA 31069



205 Lect Dr, Perry, GA 31069 to 1475 Gateway Blvd, Boynton Beach, FL 33426

Drive 501 miles, 7 hr 5 min



Map data ©2022 Google, INEGI 50 mi


205 Lect Dr  
Perry, GA 31069

This route has tolls.


Get on I-75 S from Lect Dr and Marshallville Rd

3 min (0.6 mi)




-  1. Head east toward Lect Dr  



---

 112 ft
-  2. Turn right onto Lect Dr  



---

 0.1 mi
-  3. Turn right onto Marshallville Rd  



---

 59 ft
-  4. Turn right onto Golden Isles Pkwy/Larry Walker Pkwy/Marshallville Rd  


---

 335 ft
-  5. Continue straight onto Marshallville Rd  




---

 0.1 mi
-  6. Turn left to merge onto I-75 S  




---

 0.2 mi



**Follow I-75 S and Florida's Turnpike to E Gateway Blvd in Boynton Beach. Take exit 59 from I-95 S**

- 
- 6 hr 59 min (499 mi)
-  7. Merge onto I-75 S  
 [Entering Florida](#)  



---

 278 mi
  -  8. Keep left at the fork to continue on Florida's Turnpike  
 **Toll road**  



---

 192 mi
  -  9. Take exit 116 toward FL-706/Jupiter  
 **Toll road**  


---

 0.5 mi
  -  10. Use the 2nd from the right lane to turn left onto FL-706 E/W Indiantown Rd  


---

 0.1 mi
  -  11. Use the right lane to merge onto I-95 S via the ramp to W Palm Beach  


---

 27.7 mi

- 12. Take exit 59 for Gateway Blvd  
0.5 mi

**Follow E Gateway Blvd to your destination**

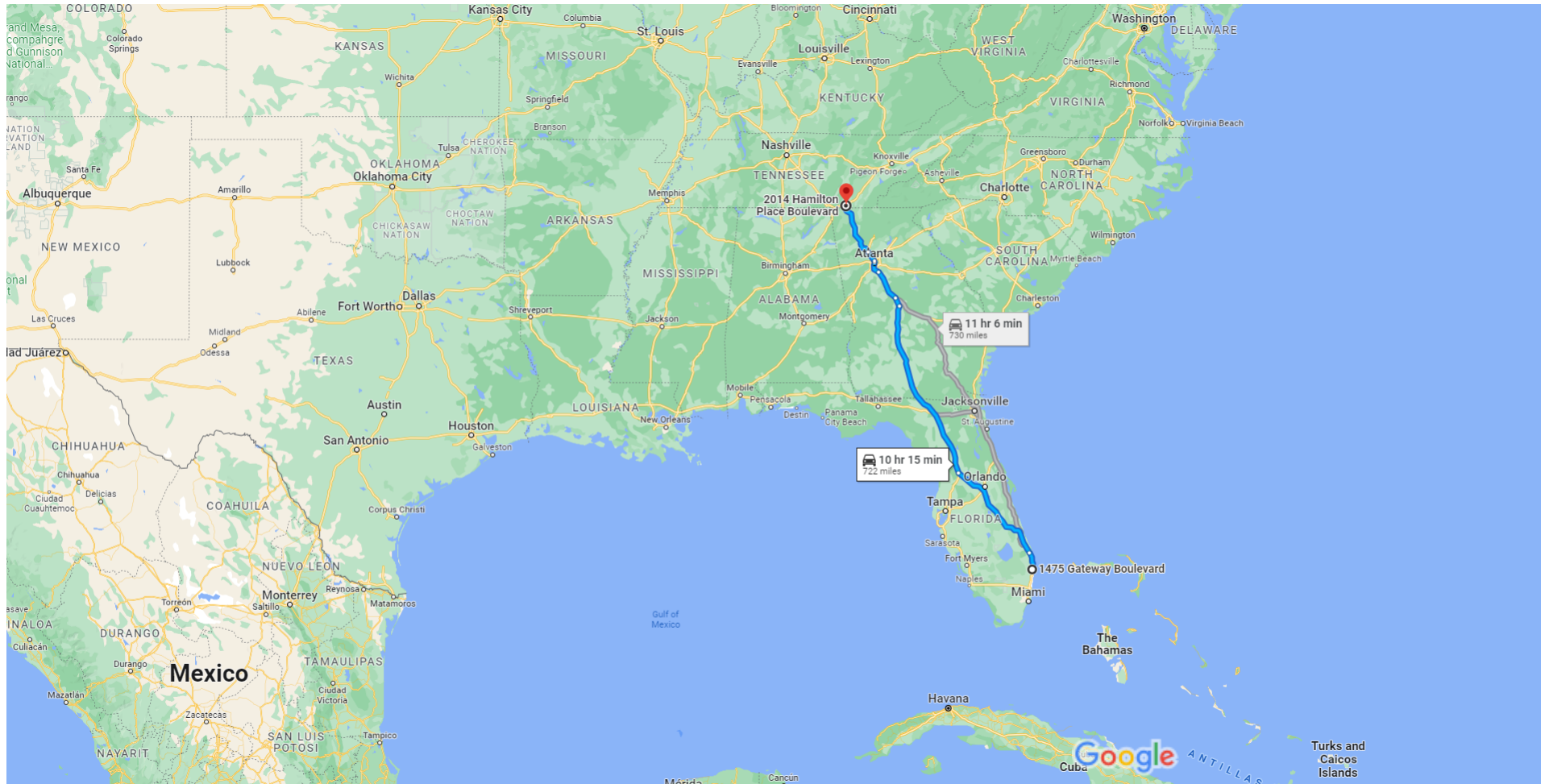
- 13. Use the right 2 lanes to turn right onto E Gateway Blvd  
3 min (1.1 mi)  
1.1 mi
- 14. Turn right at Renaissance Commons Blvd  
📘 Destination will be on the left  
135 ft

1475 Gateway Blvd  
Boynton Beach, FL 33426



# 1475 Gateway Blvd, Boynton Beach, FL 33426 to 2014 Hamilton PI Blvd, Chattanooga, TN 37421

Drive 722 miles, 10 hr 15 min



Map data ©2022 Google, INEGI 100 mi

1475 Gateway Blvd  
Boynton Beach, FL 33426

This route has tolls.

Get on I-95 N

5 min (1.7 mi)

- ↑ 1. Head west  
69 ft
- ↶ 2. Turn left onto E Gateway Blvd  
1.2 mi
- ↗ 3. Use the left 2 lanes to turn left to merge onto I-95 N toward W Palm Beach  
0.5 mi

**Follow Florida's Turnpike and I-75 N to Hamilton PI Blvd in Chattanooga. Take exit 4A from I-75 N**

- 10 hr 9 min (720 mi)
- ↗ 4. Merge onto I-95 N  
27.6 mi
  - ↘ 5. Take exit 87B to merge onto W Indiantown Rd  
0.9 mi
  - ↘ 6. Turn right  
⚠ Toll road  
0.2 mi
  - ↙ 7. Keep left at the fork, follow signs for Florida's Turnpike N/Orlando and merge onto Florida's Turnpike  
⚠ Toll road  
193 mi
  - ↗ 8. Merge onto I-75 N  
📍 Entering Georgia  
300 mi
  - ↶ 9. Use the left 3 lanes to take exit 156 toward I-475 N  
0.7 mi
  - ↑ 10. Continue onto I-475 N  
15.3 mi
  - ↗ 11. Merge onto I-75 N  
49.5 mi
  - ↙ 12. Keep left at the fork to stay on I-75 N  
20.2 mi

- ← 13. Keep left to continue on I-75 N/I-85 N  
2.7 mi
- ↪ 14. Keep right to continue on I-75 N  
17.9 mi
- ↶ 15. Use the left 3 lanes to keep left at the fork and stay on I-75 N  
0.7 mi
- ← 16. Keep left to stay on I-75 N  
**i** Entering Tennessee  
87.1 mi
- ↶ 17. Use the left 3 lanes to take the exit toward I-75 N  
157 ft
- ↑ 18. Continue onto Exit 2 (signs for I-24 W/Chattanooga/Nashville)  
459 ft
- ↑ 19. Continue onto I-75 N (signs for Knoxville)  
3.1 mi
- ↪ 20. Take exit 4A for Hamilton PI Blvd  
0.9 mi

**Continue on Hamilton PI Blvd to your destination**

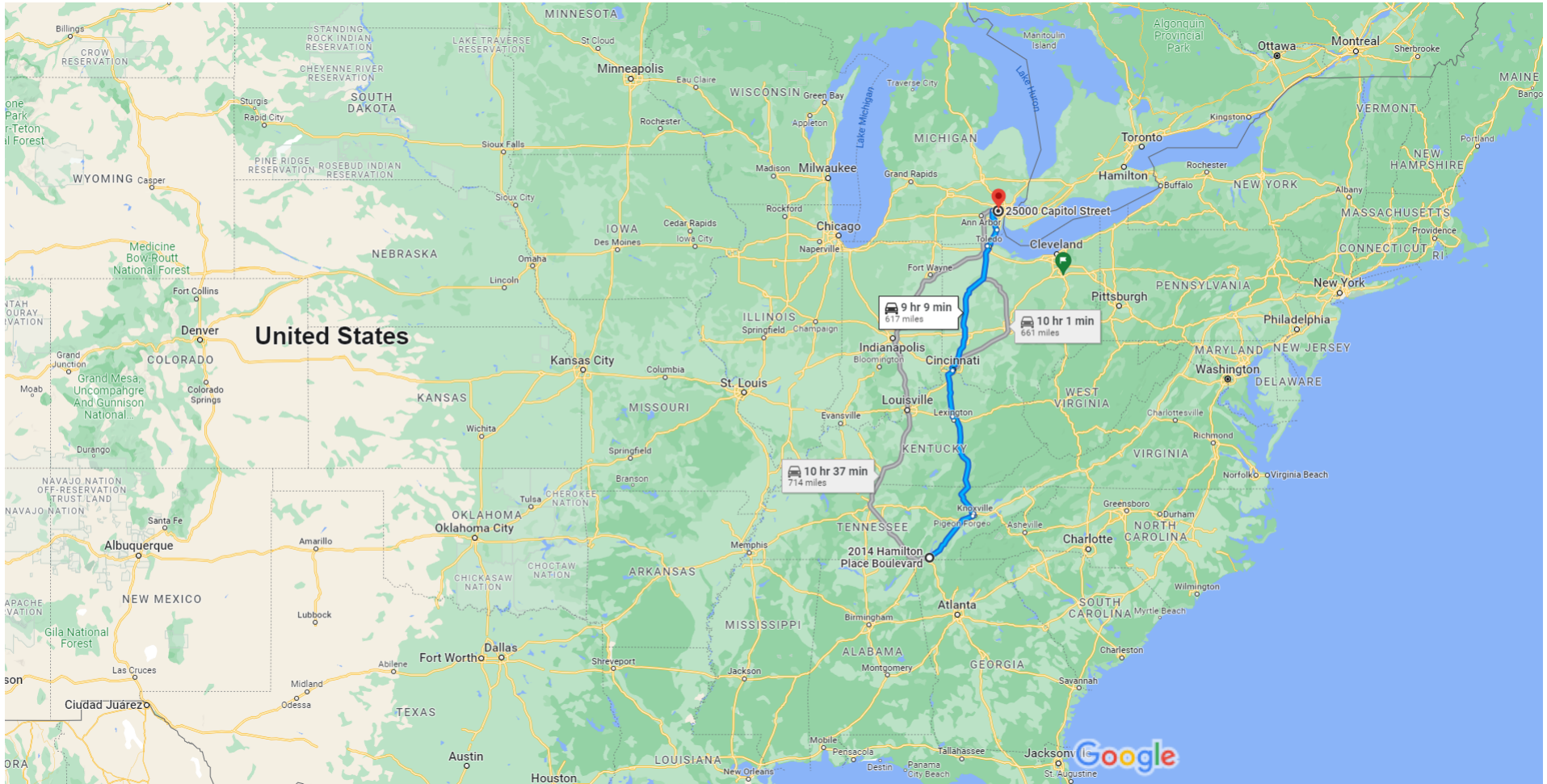
- ↪ 21. Turn right onto Hamilton PI Blvd  
1 min (0.2 mi)  
423 ft
- ← 22. Turn left  
469 ft
- ↪ 23. Turn right  
125 ft
- ← 24. Turn left  
**i** Destination will be on the right  
171 ft

2014 Hamilton PI Blvd  
Chattanooga, TN 37421





2014 Hamilton Pl Blvd, Chattanooga, TN 37421 to 25000 Capitol St, Redford Charter Twp, MI 48239 Drive 617 miles, 9 hr 9 min



Map data ©2022 Google, INEGI 100 mi

This route has restricted usage or private roads.

2014 Hamilton Pl Blvd  
Chattanooga, TN 37421

Get on I-75 N from Hamilton Pl Blvd and Bams Dr


5 min (1.3 mi)

- ↑ 1. Head north  
\_\_\_\_\_ 171 ft
- ↷ 2. Turn right toward Hamilton Pl Blvd  
\_\_\_\_\_ 125 ft
- ↶ 3. Turn left toward Hamilton Pl Blvd  
\_\_\_\_\_ 469 ft
- ↷ 4. Turn right onto Hamilton Pl Blvd  
\_\_\_\_\_ 0.5 mi
- ↶ 5. Turn left after Outback Steakhouse (on the right)  
**i** Pass by Starbucks (on the right in 0.3 mi)  
\_\_\_\_\_ 0.3 mi
- ↶ 6. Turn left onto Hamilton Pl Blvd  
\_\_\_\_\_ 0.1 mi
- ↶ 7. Use the middle lane to turn left onto Shallowford Rd  
\_\_\_\_\_ 282 ft
- ↗ 8. Turn right to merge onto I-75 N toward Knoxville  
\_\_\_\_\_ 0.2 mi



**Follow I-75 N to Schoolcraft Rd in Redford Charter Township. Take exit 179 from I-96**

- \_\_\_\_\_ 9 hr (614 mi)
- ↗ 9. Merge onto I-75 N  
\_\_\_\_\_ 95.4 mi
  - ↷ 10. Use the right 2 lanes to take exit 385 for I-75 N/I-640 E toward Lexington  
\_\_\_\_\_ 0.7 mi
  - ↑ 11. Continue onto I-640 E/I-75 N  
\_\_\_\_\_ 2.9 mi
  - ↷ 12. Take exit 3A for I-75 N toward Lexington  
\_\_\_\_\_ 0.9 mi
  - ↷ 13. Continue onto I-75 N  
**i** Entering Kentucky  
\_\_\_\_\_ 171 mi




-  14. Use the right 2 lanes to take the I-75 N exit toward Georgetown/Cincinnati  



---

 0.5 mi
-  15. Continue onto I-75 N  
 [Entering Ohio](#)  




---

 74.0 mi
-  16. Use the left 2 lanes to keep left at the fork, stay on I-75 N and follow signs for Dayton/US-50 W/River Rd/Fifth St  



---

 0.1 mi
-  17. Keep left to stay on I-75 N  



---

 204 mi
-  18. Keep right to stay on I-75 N  
 [Entering Michigan](#)  



---

 26.8 mi
-  19. Use the right 2 lanes to take exit 20 for I-275 N toward Flint  



---

 1.3 mi
-  20. Continue onto I-275 N  



---

 28.5 mi
-  21. Take exit 29 for I-96 E toward Detroit  


---

 0.7 mi
-  22. Continue onto I-96  



---

 7.6 mi
-  23. Take exit 179 toward US-24/Telegraph Rd  



---

 0.2 mi

#### Take Telegraph Rd and Capitol St to your destination

- 4 min (1.3 mi)
-  24. Merge onto Schoolcraft Rd  


---

 322 ft
-  25. Turn right onto N U.S. Hwy 24 Service Rd  


---

 0.1 mi

- ↑ 26. Continue onto Telegraph Rd S Service Rd  
\_\_\_\_\_ 459 ft
- ↗ 27. Use the right lane to take the ramp onto Telegraph Rd  
\_\_\_\_\_ 0.4 mi
- ↘ 28. Turn right onto Capitol St  
\_\_\_\_\_ 0.4 mi
- ↖ 29. Capitol St turns slightly left and becomes Dixie  
\_\_\_\_\_ 341 ft
- ↘ 30. Turn right onto Capitol St  
⚠ Partial restricted usage road  
\_\_\_\_\_ 0.2 mi
- ↘ 31. Keep right  
📍 Destination will be on the left  
\_\_\_\_\_ 246 ft

25000 Capitol St  
Redford Charter Twp, MI 48239



W/E INVOICE #  
 11/12/2022 917235358

CITY OF LAKE WORTH  
 1900 2ND AVE N  
 LAKE WORTH, FL 33461

CUSTOMER: 1685982  
 COST CENTER: 177301

FOREMAN:  
 VANBELLE

TERMS  
 30 DAYS

HURRICANE NICOLE

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
32	HRS	SUPERVISOR	96.15	3,076.80
32	HRS	SUPERVISOR OT	129.80	4,153.60
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160	HRS	CREW FOREMAN OT	114.66	18,345.60
160	HRS	TREE TRIMMER	75.69	12,110.40
160	HRS	TREE TRIMMER OT	102.17	16,347.20
10668	MLS	AERIAL LIFT UNDER 60'	1.98	21,122.64
2667	MLS	AERIAL LIFT OVER 60'	2.02	5,387.34
2667	MLS	PICKUP TRUCK	1.70	4,533.90
<b>PER DIEM</b>				
43		BREAKFAST	8.00	344.00
43		LUNCH	11.00	473.00
43		DINNER	18.50	795.50
33		HOTEL	80.00	2,640.00
				<b>TOTAL 102,918.78</b>

TOTAL INVOICE 102,918.78

FOR ADDITIONAL QUESTIONS, PLEASE EMAIL BILLINGSUPPORT@DAVEY.COM

**PLEASE REMIT PAYMENT TO:**  
 THE DAVEY TREE EXPERT COMPANY  
 P.O. BOX 94532  
 CLEVELAND, OH 44101

**ACH/EFT INFO:**  
 Bank Account Name: The Davey Tree Expert Company  
 ABA Routing Number: 041001039  
 Account Number: 00-052-6248  
 Tax ID/EIN: 34-0176110  
 Swift Number: KEYBUS33

**DAVEY TREE EXPERT COMPANY**

Timesheet Number (Internal Use Only)

Week Ending Date

Cost Center

Supervisor

Job #

Work Type

11/12/2022
174202
Nathaniel VanBelle
Distribution
Hurricane Nicole

Client	Lake Worth
Client Contact	

EMPLOYEE DETAILS			LABOR HOURS														Totals			
			11/6		11/7		11/8		11/9		11/10		11/11		11/12		352	352	0	
EMPLOYEE #	EMPLOYEE NAME		OT	DT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	OT	DT	TOTAL	ST	OT	DT
20025179	Darryl Thriverage	Crew Foreman					8	8	8	8	8	8	8	8			64	32	32	
30003859	Leandro Dablemont	Tree Trimmer					8	8	8	8	8	8	8	8			64	32	32	
20043890	Vaughn Leamer	Crew Foreman					8	8	8	8	8	8	8	8			64	32	32	
20079831	Angelo Bunker	Tree Trimmer					8	8	8	8	8	8	8	8			64	32	32	
20043814	Todd Elliot	Crew Foreman					8	8	8	8	8	8	8	8			64	32	32	
20076631	Andrew Scully	Tree Trimmer					8	8	8	8	8	8	8	8			64	32	32	
20068488	Connor Smith	Crew Foreman					8	8	8	8	8	8	8	8			64	32	32	
20076356	Justin Barnes	Tree Trimmer					8	8	8	8	8	8	8	8			64	32	32	
20053397	Josef Dickens	Crew Foreman					8	8	8	8	8	8	8	8			64	32	32	
20067621	Trever Peacock	Tree Trimmer					8	8	8	8	8	8	8	8			64	32	32	
20031060	Nathaniel VanBelle	Supervisor					8	8	8	8	8	8	8	8			64	32	32	
0			0																	
0			0																	
0			0																	
0			0																	
0			0																	
0			0																	
0			0																	
0			0																	
0			0																	

Equipment Number	Equipment Code	Sun	M	T	W	TH	F	Sat	Total
3003078	Aerial Lift Under 60' - 2WD			16	16	16	16		64
3002517	Aerial Lift Under 60' - 2WD			16	16	16	16		64
3003324	Aerial Lift Under 60' - 2WD			16	16	16	16		64
3003079	Aerial Lift Under 60' - 2WD			16	16	16	16		64
3003300	Aerial Lift Over 60'			16	16	16	16		64
2004513	Pickup Truck			16	16	16	16		64
		0							
		0							
		0							
		0							
		0							
		0							

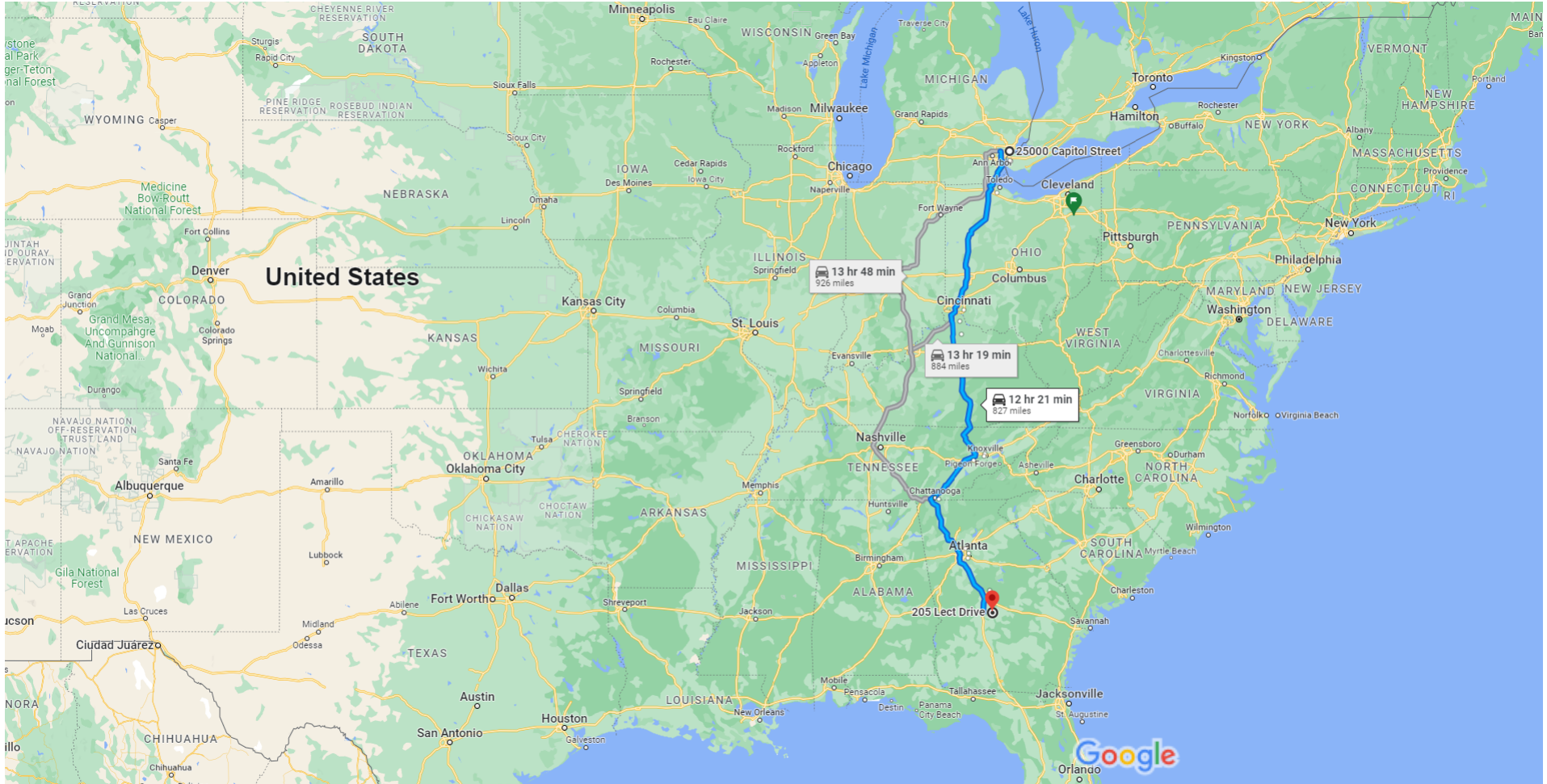
**Additional Comments: Please enter starting and ending locations for Travel below!**

Lake Worth Storm Resonse Mileage Report  
**11/8/2022**  
 25000 Capitol st, Redford ,MI / 205 Lect Dr.,Perry,GA = 837 miles  
**11/9/2022**  
 205 Lect Dr.,Perry,GA / 1475 Gateway Blvd, Boynton Beach,FL = 507 miles  
**11/10/2022**  
 1475 Gateway Blvd, Boynton Beach,FL / 2014 Hamiton BLVD,Chattanooga,TN = 721 miles  
**11/11/2022**  
 2014 Hamiton Blvd,Chattanooga,TN / 25000 Capitol St, Redford,MI = 617 miles

Tues- 10 Breakfast 10 Lunch, 11 Dinner 11 Hotels  
 Wed- 11 Breakfast 11 Lunch 11 Dinner 11 Hotels  
 Thurs- 11 Breakfast 11 Lunch 11 Dinner 0 Hotel  
 Friday- 11 Breakfast 11 Lunch 11 Dinner 11 Hotel



25000 Capitol St, Redford Charter Twp, MI 48239 to 205 Lect Dr, Perry, GA 31069 Drive 827 miles, 12 hr 21 min



Map data ©2022 Google, INEGI 100 mi

25000 This route has restricted usage or private roads.

Capitol St  
Redford  
Charter  
Twp, MI  
48239

## Get on I-75 S in Taylor from US-24 S/Telegraph Rd

- 27 min (14.7 mi)
- ↑ 1. Head east toward Capitol St  
246 ft
  - ↖ 2. Slight left onto Capitol St  
⚠ Partial restricted usage road  
0.2 mi
  - ↗ 3. Turn right onto Dixie  
0.3 mi
  - ↖ 4. Turn left onto Plymouth Rd  
0.3 mi
  - ↗ 5. Turn right onto US-24 S/Telegraph Rd  
📍 Pass by Popeyes Louisiana Kitchen (on the right)  
12.2 mi
  - ⬆ 6. Use the left 2 lanes to merge onto I-75 S via the ramp to Toledo  
1.7 mi

## Follow I-75 S to GA-127 E/GA-224 E/US-41 N/Marshallville Rd in Perry. Take exit 135 from I-75 S

- 11 hr 52 min (812 mi)
- ⬆ 7. Merge onto I-75 S  
📍 Entering Ohio  
53.8 mi
  - ↖ 8. Keep left at the fork to stay on I-75 S, follow signs for Dayton  
192 mi
  - ↗ 9. Keep right to stay on I-75 S  
📍 Entering Kentucky  
19.6 mi
  - ↖ 10. Keep left at the fork to stay on I-75 S  
20.8 mi
  - ↑ 11. Continue onto I-75 S  
41.1 mi

- ↗ 12. Keep right at the fork to stay on I-75 S  
[i Entering Tennessee](#)  
165 mi
- ↘ 13. Take the exit onto I-640 W/I-75 S toward Nashville/Chattanooga  
3.6 mi
- ↘ 14. Use the right 2 lanes to merge onto I-40 W/I-75 S toward Nashville/Chattanooga  
17.0 mi
- ↙ 15. Keep left at the fork to continue on I-75, follow signs for Chattanooga  
83.1 mi
- ↑ 16. Continue onto Exit 2 (signs for I-24 W/I-59/Chattanooga/Birmingham)  
0.1 mi
- ↶ 17. Keep left to continue on I-75 S, follow signs for Atlanta S  
[i Entering Georgia](#)  
97.2 mi
- ↶ 18. Keep left to stay on I-75 S  
8.6 mi
- ↗ 19. Keep right to stay on I-75 S, follow signs for I-85 S/Atlanta  
0.5 mi
- ↑ 20. Continue onto Horace E. Tate Fwy  
0.2 mi
- ↗ 21. Merge onto I-75 S/I-85 S  
7.4 mi
- ↙ 22. Keep left at the fork to continue on I-75 S  
64.8 mi
- ↗ 23. Keep right at the fork to continue on I-475 S, follow signs for Bypass to I-75 South Valdosta  
15.6 mi

- ↩ 24. Keep left and merge onto I-75 S  
\_\_\_\_\_ 21.8 mi
- ↷ 25. Take exit 135 for GA-127/GA-224/US-41/Larry Walker Pkwy toward Perry  
\_\_\_\_\_ 0.2 mi

**Follow Marshallville Rd and Lect Dr to your destination**

- \_\_\_\_\_ 2 min (0.4 mi)
- ↩ 26. Turn left onto GA-127 E/GA-224 E/US-41 N/Marshallville Rd  
i Pass by Circle K (on the right)  
\_\_\_\_\_ 0.2 mi
- ↩ 27. Turn left onto Marshallville Rd  
\_\_\_\_\_ 105 ft
- ↩ 28. Turn left onto Lect Dr  
\_\_\_\_\_ 0.1 mi
- ↩ 29. Turn left  
i Destination will be on the right  
\_\_\_\_\_ 112 ft

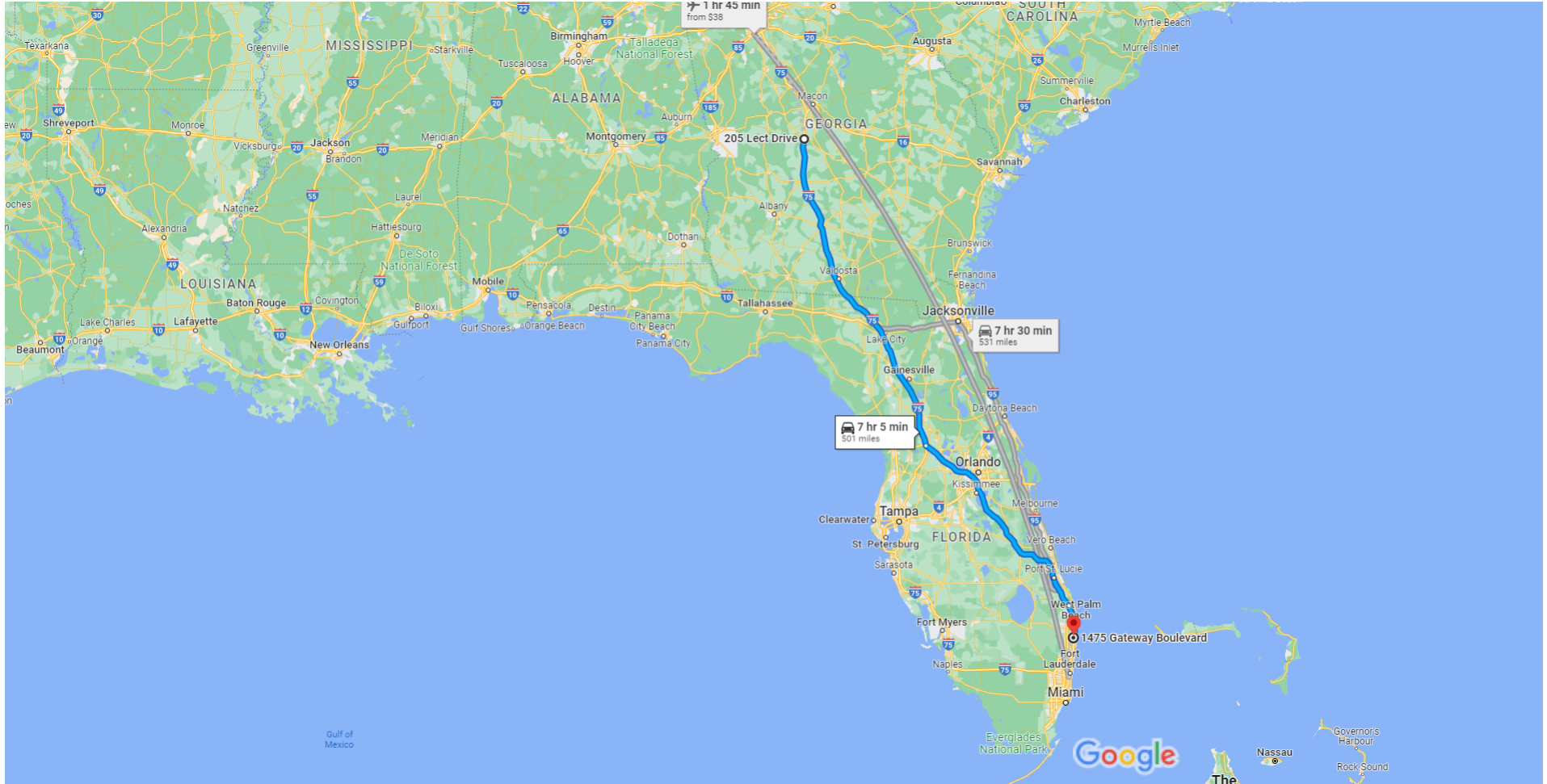
205 Lect Dr  
Perry, GA 31069





205 Lect Dr, Perry, GA 31069 to 1475 Gateway Blvd, Boynton Beach, FL 33426

Drive 501 miles, 7 hr 5 min



Map data ©2022 Google, INEGI 50 mi

205 Lect Dr  
Perry, GA 31069

This route has tolls.

Get on I-75 S from Lect Dr and Marshallville Rd

3 min (0.6 mi)

- ↑ 1. Head east toward Lect Dr  
112 ft
- ↷ 2. Turn right onto Lect Dr  
0.1 mi
- ↷ 3. Turn right onto Marshallville Rd  
59 ft
- ↷ 4. Turn right onto Golden Isles Pkwy/Larry Walker Pkwy/Marshallville Rd  
335 ft
- ↑ 5. Continue straight onto Marshallville Rd  
0.1 mi
- ↗ 6. Turn left to merge onto I-75 S  
0.2 mi

**Follow I-75 S and Florida's Turnpike to E Gateway Blvd in Boynton Beach. Take exit 59 from I-95 S**

- 6 hr 59 min (499 mi)
- ↗ 7. Merge onto I-75 S  
[i Entering Florida](#)  
278 mi
  - ↙ 8. Keep left at the fork to continue on Florida's Turnpike  
 ⚠ Toll road  
192 mi
  - ↷ 9. Take exit 116 toward FL-706/Jupiter  
 ⚠ Toll road  
0.5 mi
  - ↶ 10. Use the 2nd from the right lane to turn left onto FL-706 E/W Indiantown Rd  
0.1 mi
  - ↗ 11. Use the right lane to merge onto I-95 S via the ramp to W Palm Beach  
27.7 mi

- 12. Take exit 59 for Gateway Blvd  
0.5 mi

**Follow E Gateway Blvd to your destination**

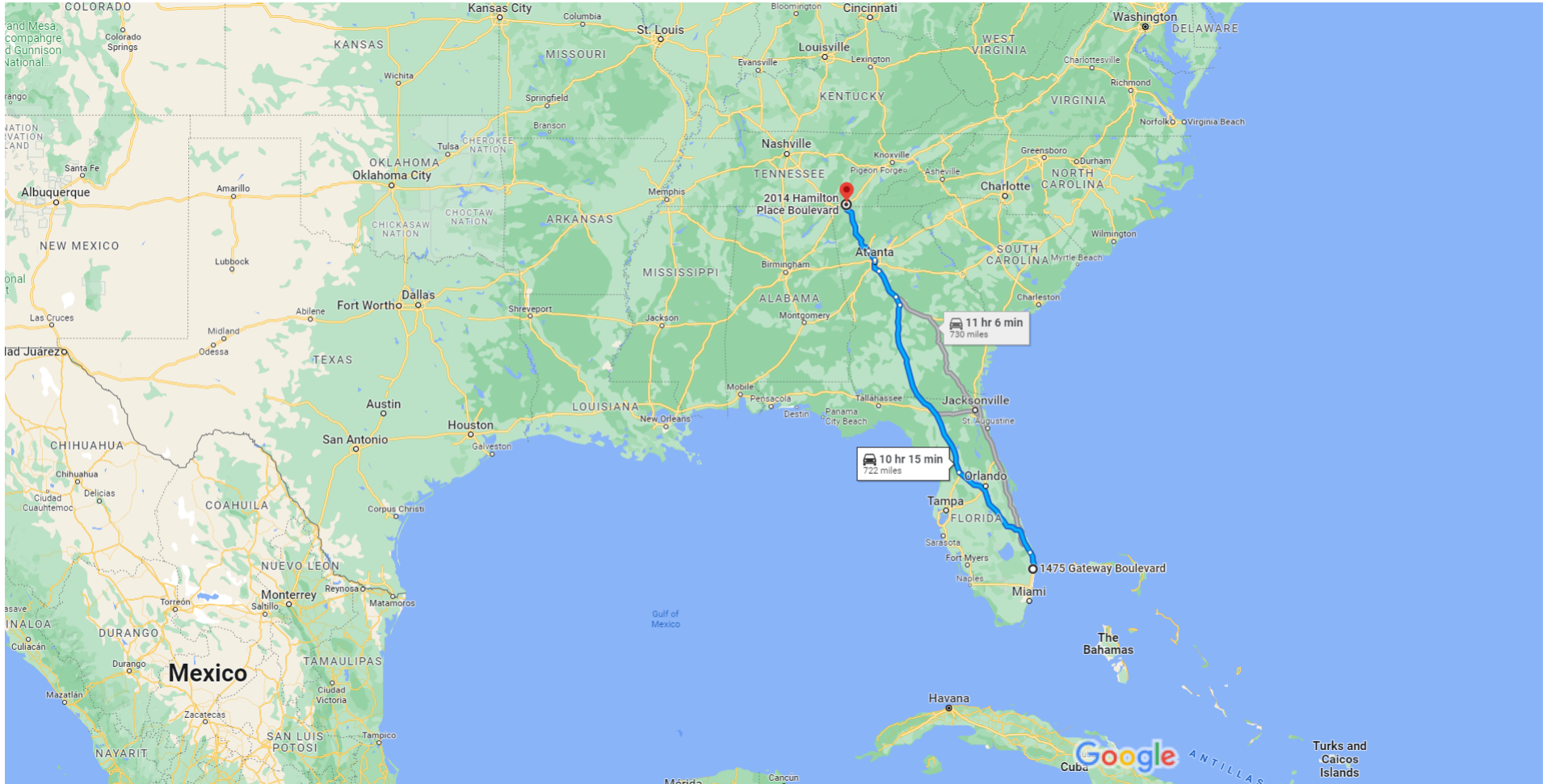
- 13. Use the right 2 lanes to turn right onto E Gateway Blvd  
3 min (1.1 mi)  
1.1 mi
- 14. Turn right at Renaissance Commons Blvd  
📘 Destination will be on the left  
135 ft

1475 Gateway Blvd  
Boynton Beach, FL 33426



# 1475 Gateway Blvd, Boynton Beach, FL 33426 to 2014 Hamilton PI Blvd, Chattanooga, TN 37421

Drive 722 miles, 10 hr 15 min



Map data ©2022 Google, INEGI 100 mi

1475 Gateway Blvd  
Boynton Beach, FL 33426

This route has tolls.

Get on I-95 N

5 min (1.7 mi)

- ↑ 1. Head west  
69 ft
- ↶ 2. Turn left onto E Gateway Blvd  
1.2 mi
- ↗ 3. Use the left 2 lanes to turn left to merge onto I-95 N toward W Palm Beach  
0.5 mi

**Follow Florida's Turnpike and I-75 N to Hamilton PI Blvd in Chattanooga. Take exit 4A from I-75 N**

- 10 hr 9 min (720 mi)
- ↗ 4. Merge onto I-95 N  
27.6 mi
  - ↘ 5. Take exit 87B to merge onto W Indiantown Rd  
0.9 mi
  - ↘ 6. Turn right  
⚠ Toll road  
0.2 mi
  - ↙ 7. Keep left at the fork, follow signs for Florida's Turnpike N/Orlando and merge onto Florida's Turnpike  
⚠ Toll road  
193 mi
  - ↗ 8. Merge onto I-75 N  
📍 Entering Georgia  
300 mi
  - ↶ 9. Use the left 3 lanes to take exit 156 toward I-475 N  
0.7 mi
  - ↑ 10. Continue onto I-475 N  
15.3 mi
  - ↗ 11. Merge onto I-75 N  
49.5 mi
  - ↙ 12. Keep left at the fork to stay on I-75 N  
20.2 mi

- ↶ 13. Keep left to continue on I-75 N/I-85 N  
————— 2.7 mi
- ↷ 14. Keep right to continue on I-75 N  
————— 17.9 mi
- ↶ 15. Use the left 3 lanes to keep left at the fork and stay on I-75 N  
————— 0.7 mi
- ↶ 16. Keep left to stay on I-75 N  
**i** Entering Tennessee  
————— 87.1 mi
- ↶ 17. Use the left 3 lanes to take the exit toward I-75 N  
————— 157 ft
- ↑ 18. Continue onto Exit 2 (signs for I-24 W/Chattanooga/Nashville)  
————— 459 ft
- ↑ 19. Continue onto I-75 N (signs for Knoxville)  
————— 3.1 mi
- ↷ 20. Take exit 4A for Hamilton PI Blvd  
————— 0.9 mi

**Continue on Hamilton PI Blvd to your destination**

- 1 min (0.2 mi)
- ↷ 21. Turn right onto Hamilton PI Blvd  
————— 423 ft
- ↶ 22. Turn left  
————— 469 ft
- ↷ 23. Turn right  
————— 125 ft
- ↶ 24. Turn left  
**i** Destination will be on the right  
————— 171 ft

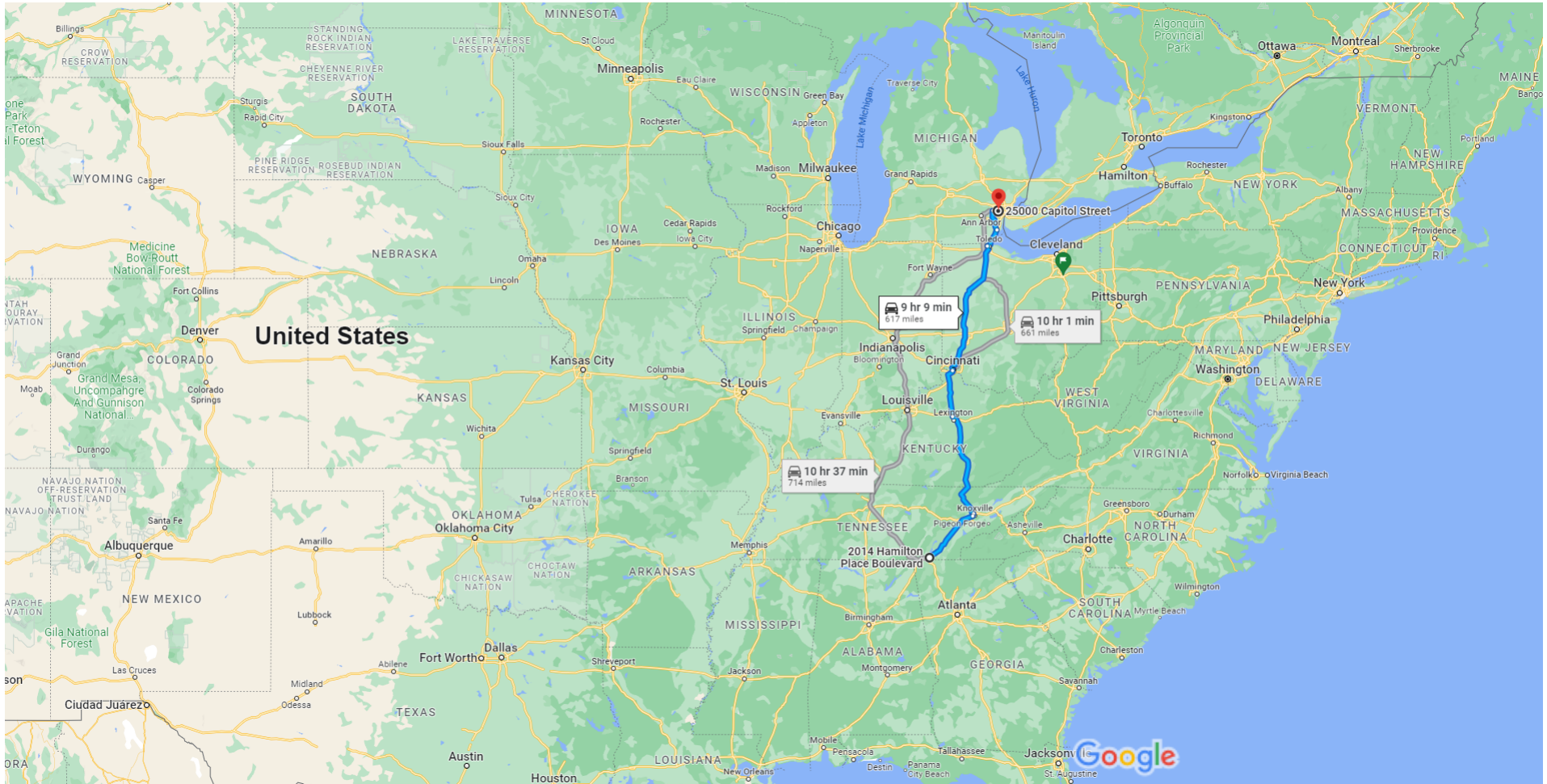
2014 Hamilton PI Blvd  
Chattanooga, TN 37421







2014 Hamilton Pl Blvd, Chattanooga, TN 37421 to 25000 Capitol St, Redford Charter Twp, MI 48239 Drive 617 miles, 9 hr 9 min



Map data ©2022 Google, INEGI 100 mi

This route has restricted usage or private roads.

2014 Hamilton Pl Blvd  
Chattanooga, TN 37421

Get on I-75 N from Hamilton Pl Blvd and Bams Dr


5 min (1.3 mi)





- ↑ 1. Head north  
171 ft
- ↷ 2. Turn right toward Hamilton Pl Blvd  
125 ft
- ↶ 3. Turn left toward Hamilton Pl Blvd  
469 ft
- ↷ 4. Turn right onto Hamilton Pl Blvd  
0.5 mi
- ↶ 5. Turn left after Outback Steakhouse (on the right)  
[Pass by Starbucks \(on the right in 0.3 mi\)](#)  
0.3 mi
- ↶ 6. Turn left onto Hamilton Pl Blvd  
0.1 mi
- ↶ 7. Use the middle lane to turn left onto Shallowford Rd  
282 ft
- ↗ 8. Turn right to merge onto I-75 N toward Knoxville  
0.2 mi

**Follow I-75 N to Schoolcraft Rd in Redford Charter Township. Take exit 179 from I-96**


- 9 hr (614 mi)
- ↗ 9. Merge onto I-75 N  
95.4 mi
  - ↷ 10. Use the right 2 lanes to take exit 385 for I-75 N/I-640 E toward Lexington  
0.7 mi
  - ↑ 11. Continue onto I-640 E/I-75 N  
2.9 mi
  - ↷ 12. Take exit 3A for I-75 N toward Lexington  
0.9 mi
  - ↷ 13. Continue onto I-75 N  
[Entering Kentucky](#)  
171 mi

-  14. Use the right 2 lanes to take the I-75 N exit toward Georgetown/Cincinnati  



---

 0.5 mi
-  15. Continue onto I-75 N  
 [Entering Ohio](#)  




---

 74.0 mi
-  16. Use the left 2 lanes to keep left at the fork, stay on I-75 N and follow signs for Dayton/US-50 W/River Rd/Fifth St  



---

 0.1 mi
-  17. Keep left to stay on I-75 N  



---

 204 mi
-  18. Keep right to stay on I-75 N  
 [Entering Michigan](#)  



---

 26.8 mi
-  19. Use the right 2 lanes to take exit 20 for I-275 N toward Flint  



---

 1.3 mi
-  20. Continue onto I-275 N  



---

 28.5 mi
-  21. Take exit 29 for I-96 E toward Detroit  


---

 0.7 mi
-  22. Continue onto I-96  



---

 7.6 mi
-  23. Take exit 179 toward US-24/Telegraph Rd  



---

 0.2 mi

#### Take Telegraph Rd and Capitol St to your destination


- 4 min (1.3 mi)
-  24. Merge onto Schoolcraft Rd  


---


 322 ft
-  25. Turn right onto N U.S. Hwy 24 Service Rd  


---


 0.1 mi

-  26. Continue onto Telegraph Rd S Service Rd  


---

 459 ft
-  27. Use the right lane to take the ramp onto Telegraph Rd  



---

 0.4 mi
-  28. Turn right onto Capitol St  



---

 0.4 mi
-  29. Capitol St turns slightly left and becomes Dixie  

---

 341 ft
-  30. Turn right onto Capitol St  
 Partial restricted usage road  

---

 0.2 mi
-  31. Keep right  
 Destination will be on the left  

---

 246 ft

25000 Capitol St  
Redford Charter Twp, MI 48239

Divergent Alliance, LLC

Algonquin, IL 60102  
847.531.0559

# Invoice

Date	Invoice #
11/21/2022	4063

<b>Bill To</b>
City of Lake Worth 7 North Dixie Hwy Lake Worth Beach, FL 33460-3725

P.O. Number	W.O. Number	Contract#	Terms	Due Date
	DA-100012		Net 30	12/21/2022

Service No.	Description	Hours	Rate	Amount
Labor	Labor	1	807,552.00	807,552.00
Miscellaneous Fee	Meals	1	8,100.00	8,100.00
Miscellaneous Fee	Lodging	1	4,996.81	4,996.81
Miscellaneous Fee	Fuel	1	53,321.30	53,321.30
Miscellaneous Fee	Tolls	1	360.06	360.06
Please Remit Payment To: Corporate Billing, LLC For the account of Divergent Alliance LLC Dept. 100 P.O. Box 830604 Birmingham, AL 35283  If Sending payment via ACH: Corporate Billing, LLC For the Account of Divergent Alliance, LLC South State Bank, N.A. 5 Inverness Center Pkwy, Birmingham, AL 35242 ABA Routing# 063114030 Account# 110105087 Payment Advice to remit@corpbill.com				

	<b>Subtotal</b>	\$874,330.17
	<b>Sales Tax (8.0%)</b>	\$0.00
	<b>Total</b>	\$874,330.17





**THE L. E. MYERS CO.**

1405 Jackson Street  
Marshalltown, IA 50158

Invoice No : **29114**

Invoice Date : 11/16/22

Client No. : City Of Lake Worth  
518210 7 N Dixie Highway  
Lake Worth , FL 33460

LEM Contract : 1140220041  
Office/RA : MAR /1140  
State Code : 14  
Terms : Net 45

**REMIT TO:** 22386 Network Place, Chicago IL 60673-1223  
**OR**  
Via ACH, use the following:  
Bank routing: 071000013  
Acct/ Number: 1068907

Period From : 11/08/22  
Period Thru : 11/11/22

EIN : 36-1517230

Cust. PO : \_\_\_\_\_ Ref. No. : \_\_\_\_\_ RETN. : \_\_\_\_\_

**Storm Work  
Hurricane Nicole**

ITEM	DESCRIPTION	THIS PERIOD:	TO DATE:
1			
	Value of Work completed.....	556,191.58	556,191.58
	Less: Retainage withheld.....	<u>-</u>	<u>-</u>
	Total Due and Payable.....	556,191.58	556,191.58
	Less: Prior Applications for Payment.....		<u>-</u>
	Current Period Billing:.....		556,191.58

\* see attached schedule of values for detailed cost allocation

FOR INTERNAL USE ONLY:	
P 1. 1310.INV	-
P 2. 1310.RETN	-

**AMOUNT DUE : \$ 556,191.58**

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER: City Of Lake Worth
7 N Dixie Highway
Lake Worth FL 33460

PROJECT: Storm Work Hurrican
Nicole

APPLICATION NO.: 1140220041
PERIOD TO PROJECT NOS.

Distribution to:
[X] OWNER
[ ] ARCHITECT
[X] CONTRACTOR
[ ]

CONTRACTOR: The L. E. Myers Company
1405 Jackson St.
Marshalltown, IA 50158

ARCHITECT:

CONTRACT DATE: 2022

PURCHASE ORDER WORK ORDER #:

Invoice #: 29114

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM..... \$556,191.58
2. NET CHANGE BY CHANGE ORDERS..... \$0.00
3. CONTRACT SUM TO DATE (Line 1+/-2)..... \$556,191.58
4. TOTAL COMPLETED & STORED TO DATE..... \$556,191.58
5. RETAINAGE:
a. 0% of Completed Work ..... \$0.00
b. 0% of Stored Material ..... \$0.00
6. TOTAL EARNED LESS RETAINAGE..... \$556,191.58
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$0.00
8. CURRENT PAYMENT DUE..... \$556,191.58
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$0.00

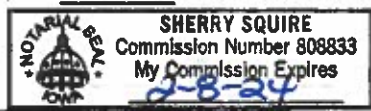
THE UNDERSIGNED Contractor certified that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: By: [Signature] Date: 11/16/2022

State of: Iowa
County of: Marshall

Subscribed and sworn to before me this 16th day of November, 2022

Notary Public: [Signature] My Commission expires: 2-8-24



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Table with 3 columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include Total changes approved in previous months by owner, Total approved this Month, TOTALS, and NET CHANGES by Change Order.

CONTRACTOR [X]
SUBCONTRACTOR

CONTINUATION SHEET

AIA DOCUMENT G703

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT

including Contractor's signed Certificate, is attached.

Calculations below, amounts are stated to the nearest dollar.

Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1140220041

APPLICATION DATE: 11/16/2022

PERIOD TO: 11/8/22 thru 11/11/22

ARCHITECT'S PROJECT NO:

0

B	C	D	E	F	G		H
		WORK COMPLETED					
DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)
<b>IOWA CREWS</b>							
LABOR	\$ 190,380.83		\$ 190,380.83		\$ 190,380.83	100.0%	\$ -
EQUIPMENT	\$ 53,383.80		\$ 53,383.80		\$ 53,383.80	100.0%	\$ -
					\$ -	0.0%	\$ -
					\$ -	0.0%	\$ -
Subtotal:	\$ 243,764.63	\$ -	\$ 243,764.63	\$ -	\$ 243,764.63	100.0%	\$ -
<b>Hotels</b>							
Hotels	\$ 5,244.52		\$ 5,244.52		\$ 5,244.52	100.0%	\$ -
Meals	\$ 1,791.89		\$ 1,791.89		\$ 1,791.89	100.0%	\$ -
Fuel	\$ 27,299.27		\$ 27,299.27		\$ 27,299.27	100.0%	\$ -
Subtotal: WORK ORDER	\$ 34,335.68	\$ -	\$ 34,335.68	\$ -	\$ 34,335.68	100.0%	\$ -
<b>FLORIDA CREWS</b>							
LABOR	\$ 54,786.68		\$ 54,786.68		\$ 54,786.68	100.0%	\$ -
EQUIPMENT	\$ 9,698.00		\$ 9,698.00		\$ 9,698.00	100.0%	\$ -
					\$ -	0.0%	\$ -
Subtotal: WORK ORDER	\$ 64,484.68	\$ -	\$ 64,484.68	\$ -	\$ 64,484.68	100.0%	\$ -
<b>Hotels</b>							
Hotels					\$ -	0.0%	\$ -
Meals	\$ 282.44		\$ 282.44		\$ 282.44	100.0%	\$ -
Fuel	\$ 1,320.67		\$ 1,320.67		\$ 1,320.67	100.0%	\$ -
Subtotal: WORK ORDER	\$ 1,603.11	\$ -	\$ 1,603.11	\$ -	\$ 1,603.11	100.0%	\$ -
<b>DECATUR CREWS</b>							
LABOR	\$ 170,994.20		\$ 170,994.20		\$ 170,994.20	100.0%	\$ -
EQUIPMENT	\$ 23,328.50		\$ 23,328.50		\$ 23,328.50	100.0%	\$ -
					\$ -	0.0%	\$ -
Subtotal: WORK ORDER	\$ 194,322.70	\$ -	\$ 194,322.70	\$ -	\$ 194,322.70	100.0%	\$ -
<b>Hotels</b>							
Hotels	\$ 3,034.72		\$ 3,034.72		\$ 3,034.72	100.0%	\$ -
Meals	\$ 909.04		\$ 909.04		\$ 909.04	100.0%	\$ -
Fuel	\$ 13,737.02		\$ 13,737.02		\$ 13,737.02	100.0%	\$ -
Subtotal: WORK ORDER	\$ 17,680.78	\$ -	\$ 17,680.78	\$ -	\$ 17,680.78	100.0%	\$ -
<b>Labor &amp; Equipment</b>	<b>\$ 556,191.58</b>	<b>\$ -</b>	<b>\$ 556,191.58</b>	<b>\$ -</b>	<b>\$ 556,191.58</b>	<b>100.0%</b>	<b>\$ -</b>





Decatur										
Trout	Steve	M	217-473-1938	22992	General Foreman	Decatur, IL		Pickup	20241374	
Speckhart	Nathan	M	217-242-2057	1078366	Foreman	Decatur, IL		Pickup	20241056	
Chute	Bobby	M		1504673	Journeyman Lineman	Decatur, IL		Bucket < 55'	70781095	
Weishaupt	Paul	M		2153430	Journeyman Lineman	Decatur, IL		Digger Derrick	14010348	
Gansz	Charles	M		137436	Journeyman Lineman	Decatur, IL		Pickup	20241568	
Smith	Wade	M	217-836-1104	112870	Foreman	Decatur, IL		Bucket < 55'	70075066	
Franklin	Craig	M		1940965	Journeyman Lineman	Decatur, IL		Digger Derrick	14010290	
Newell	Tyler	M		150566	Journeyman Lineman	Decatur, IL		Pickup	20241107	
Crossin	Joey	M		145257	Apprentice 4	Decatur, IL		Bucket 55' to 75'	70770311	
Reller	Christian	M	217-801-7213	50994	Foreman	Decatur, IL		Bucket 55' to 75'	70787062	
Turner	Nick	M		91840	Journeyman Lineman	Decatur, IL		Pole Trailer	21040019	
Haney	Dan	M		40084	Journeyman Lineman	Decatur, IL		Pickup	20240555	
Boers	Cody	M		651599	Apprentice 6	Decatur, IL				
Buckingham	Jason	M	217-521-2054	1428282	Safety	Decatur, IL				

# TIME SHEET-IOWA CREWS 1



<b>CONTRACTOR COMPANY NAME:</b>		<b>The L. E. Myers Company</b>				<b>CUSTOMER REP. SIGNATURE</b>				<b>L.E. MYERS REP. NAME &amp; SIGNATURE</b>	
<b>WEEK ENDING:</b>	11/13/2022										
<b>CUSTOMER NAME</b>	City of Lake Worth Beach				<b>WRITE IN WORK TYPE OR SELECT FROM DROPDOWN (MOB, DE-MOB, WORK, STANDBY)</b>						
<b>WORK LOCATION</b>	Lake Worth										
<b>STORM #</b>	Hurricane Nicole										
<b>SCOPE OF WORK:</b>	STORM										

			Work Type	Mob	Mob	De-Mob	De-Mob	De-Mob			TOTAL	TOTAL
			Date	11/7/2022	11/8/2022	11/9/2022	11/10/2022	11/11/2022	11/12/2022	11/13/2022	WORK	TRAVEL
			Start Time	6:00:00 AM	6:00:00 AM	6:00:00 AM	5:00:00 AM	6:00:00 AM	6:00:00 AM	6:00:00 AM		
			Stop Time	11:00:00 PM	10:00:00 PM	9:00:00 PM	10:00:00 PM	10:00:00 PM	12:00:00 PM			
			Start Time		6:00:00 AM							
			Stop Time		11:30:00 PM							
LAST NAME	FIRST NAME	POSITION	EMPLOYEE #	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
Wilson	Robbie	Foreman	130554		17	16	16	16				65.00
Strable	Tony	Journeyman Lineman			17	16	16	16				65.00
Luster	Jonanthon	Apprentice 4	1594437		17	16	16	16				65.00
Wright	Chris	Operator	93481		17	16	16	16				65.00
0	0	0	0		0							0.00
White	Wesley	Foreman	145095		17	17.5	16	16				66.50
Daniels	Brandon	Journeyman Lineman	0		17	17.5	16	16				66.50
Ravert	Brandon	Apprentice 4	1496280		17	17.5	16	16				66.50
Schwartzhoff	Rodney	Apprentice 3	1752164		17	17.5	16	16				66.50
0	0	0	0		0							0.00
0	0	0	0		0							0.00
0	0	0	0		0							0.00
0	0	0	0		0							0.00

Daily Job Location GPS Coordinates

<b>Customer Rep (Print):</b>	
<b>Customer Rep Phone Number:</b>	
<b>Service Center:</b>	

EQUIPMENT TYPE	MOTORIZED?	EQUIPMENT #									
Pickup	Y	20241096		17	16	16	16				65.00
Squirt Bucket	Y	11489366		17	16	16	16				65.00
Bucket > 75'	Y	70788020		17	16	16	16				65.00
Digger Derrick	Y	14090104		17	16	16	16				65.00
0	Y	0									0.00
Pickup	Y	20270610		17	17.5	16	16				66.50
Bucket 55' to 75'	N	70770150		17	17.5	16	16				66.50
Digger Derrick	Y	14081084		17	17.5	16	16				66.50
Squirt Bucket	N	70075031		17	17.5	16	16				66.50
Pole Trailer	Y	21040171		17	17.5	16	16				66.50
Backyard Machine	Y	14089420		17	17.5	16	16				66.50
0	Y	0									0.00
0	Y	0									0.00

<b>Daily Job Activity:</b>	
Monday	
Tuesday	Mob from Des Moines IA to Paducah, KT
Wednesday	Mob Paducah, KT to St. Augustine, FL
Thursday	Standby, Demob back to IA
Friday	Demob back to IA
Saturday	Demob back to IA
Sunday	

## TIME SHEET-IOWA CREWS 2



<b>CONTRACTOR COMPANY NAME:</b> The L. E. Myers Company		<b>CUSTOMER REP. SIGNATURE</b>				<b>L.E. MYERS REP. NAME &amp; SIGNATURE</b>	
<b>WEEK ENDING:</b>	11/13/2022						
<b>CUSTOMER NAME</b>	City of Lake Worth Beach	<b>WRITE IN WORK TYPE OR SELECT FROM DROPDOWN (MOB, DE-MOB, WORK, STANDBY)</b>					
<b>WORK LOCATION</b>	Lake Worth						
<b>STORM #</b>	Hurricane Nicole						
<b>SCOPE OF WORK:</b>	STORM						

			Work Type	Work	Mob	Mob	De-Mob	De-Mob	De-Mob	Work	TOTAL	TOTAL
			Date	11/7/2022	11/8/2022	11/9/2022	11/10/2022	11/11/2022	11/12/2022	11/13/2022	WORK	TRAVEL
			Start Time		9:00:00 AM	6:00:00 AM	5:00:00 AM	6:00:00 AM	6:00:00 AM			
			Stop Time		11:00:00 PM	10:00:00 PM	9:00:00 PM	10:00:00 PM	12:00:00 PM			
			Start Time									
			Stop Time									
LAST NAME	FIRST NAME	POSITION	EMPLOYEE #	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
Kuhlman	Tyler	Foreman	99935		14	16	16	16	16			62.00
Brau	Aaron	Apprentice 7	2189615		14	16	16	16	16			62.00
Jaeger	Alex	Apprentice 4	1496125		14	16	16	16	16			62.00
	0	0	0									0.00
Aldinger	Shane	Foreman	1700303		14	16	16	16	16			62.00
King	Aron	Journeyman Lineman	798263		14	16	16	16	16			62.00
Randall	Levi	Apprentice 6	120468		14	16	16	16	16			62.00
	0	0	2172426									0.00
Readout	Matt	Foreman	2171424		14	16	16	16	16			62.00
Breitsprecher	Austin	Apprentice 6	0		14	16	16	16	16			62.00
Warburton	Nick	Journeyman Lineman			14	16	16	16	16			62.00
Stander	David	Operator			16	17.5	16	16	16			65.50

Daily Job Location GPS Coordinates

<b>Customer Rep (Print):</b>	
<b>Customer Rep Phone Number:</b>	
<b>Service Center:</b>	

EQUIPMENT TYPE	MOTORIZED?	EQUIPMENT #								
Pickup	Y	20241376		14	16	16	16	16		62.00
Digger Derrick	Y	70787043		14	16	16	16	16		62.00
55' Bucket	Y	14081435		14	16	16	16	16		62.00
	0	0								0.00
Pickup	Y	20240612		14	16	16	16	16		62.00
55' Bucket	Y	70788102		14	16	16	16	16		62.00
Digger Derrick	Y	14010353		14	16	16	16	16		62.00
Pole Trailer	N	21084024		14	16	16	16	16		62.00
Squirt Boom	Y	70788055		14	16	16	16	16		62.00
55' Bucket	Y	14081105		14	16	16	16	16		62.00
Digger Derrick	Y	70770334		14	16	16	16	16		62.00
Mechanic Truck	Y	40470044		16	17.5	16	16	16		65.50

<b>Daily Job Activity:</b>	
Monday	
Tuesday	Mob from Des Moines IA to Paducah, KY
Wednesday	Mob Paducah, KY to St. Augustine, FL
Thursday	Standby, Demob back to IA
Friday	Demob back to IA
Saturday	Demob back to IA
Sunday	

# TIME SHEET-FLORIDA CREWS 1



<b>CONTRACTOR COMPANY NAME:</b> L.E. Myers (Job#1140220041)		<b>CUSTOMER REP. SIGNATURE</b>	
<b>WEEK ENDING:</b> 11/	11/13/2022	<b>L.E. MYERS REP. NAME &amp; SIGNATURE</b>	
<b>CUSTOMER NAME</b>	City of Lake Worth Beach		
<b>WORK LOCATION</b>	Lake Worth		
<b>STORM #</b>	Hurricane Nicole	<b>WRITE IN WORK TYPE OR SELECT FROM DROPDOWN (MOB, DE-MOB, WORK, STANDBY)</b>	
<b>SCOPE OF WORK:</b>	STORM		

		Work Type	Work	Work	Mob	De-Mob	Mob	Work	Work	TOTAL	TOTAL
		Date	11/7/2022	11/8/2022	11/9/2022	11/10/2022	11/11/2022	11/12/2022	11/13/2022	WORK	TRAVEL
		Start Time			6:00:00 AM	5:00:00 AM					
		Stop Time			12:00:00 PM	10:00:00 AM					
		Start Time			12:00:00 PM	10:00:00 AM					
		Stop Time			22:00:00 PM	15:00:00 PM					
LAST NAME	FIRST NAME	POSITION	EMPLOYEE #	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
Laventure	Thad	General Foreman	100451			16	10			26.00	
	0	0	0							0.00	
Martin	Tony	Foreman	0			16	10			26.00	
Romero	Eduardo	Journeyman Lineman	0			16	10			26.00	
Olvera	Arnoldo	Journeyman Lineman	0			16	10			26.00	
	0	0	0							0.00	
	0	0	0							0.00	
	0	0	0							0.00	
Riffard	Andrew	Foreman	160301			16	10			26.00	
Jenkins	David	Journeyman Lineman	0			16	10			26.00	
Miyadas	Luis	Journeyman Lineman				16	10			26.00	
Corrales-Baro	Miguel	Journeyman Lineman				16	10			26.00	
	0	0	0							0.00	

Daily Job Location GPS Coordinates

<b>Customer Rep (Print):</b>		
<b>Customer Rep Phone Number:</b>		
<b>Service Center:</b>		
EQUIPMENT TYPE	MOTORIZED?	EQUIPMENT #
Pickup	Y	20241316
0	Y	0
Pickup	Y	20240655
Bucket < 55'	Y	70788032
Bucket < 55'	Y	70770286
Material Trailer	Y	24010205
0	Y	0
0	Y	0
Pickup		20241024
Bucket < 55'	Y	70787056
Bucket < 55'		70770283
Other		27010026
0		0

<b>Daily Job Activity:</b>	
Monday	
Tuesday	
Wednesday	Load trucks and mobilize men to Lake Worth. Stand by in Hotel for CLW. Last crew in and checked in by 10pm.
Thursday	Wake up at 5am and stand by for CLW. CLW released us at 10am- load up men and demobilize back to Sorrento
Friday	
Saturday	
Sunday	

## TIME SHEET-FLORIDA CREWS 2



<b>CONTRACTOR COMPANY NAME:</b> The L. E. Myers Company		<b>CUSTOMER REP. SIGNATURE</b>	
<b>WEEK ENDING:</b> 11/13/2022			

<b>CUSTOMER NAME:</b> City of Lake Worth Beach	<b>L.E. MYERS REP. NAME &amp; SIGNATURE</b>	
<b>WORK LOCATION:</b> Lake Worth		

<b>STORM #:</b> Hurricane Nicole	<b>WRITE IN WORK TYPE OR SELECT FROM DROPDOWN (MOB, DE-MOB, WORK, STANDBY)</b>	
<b>SCOPE OF WORK:</b> STORM		

Work Type	Work	Work	Mob	De-Mob	De-Mob	Work	Work	TOTAL WORK	TOTAL TRAVEL
Date	11/7/2022	11/8/2022	11/9/2022	11/10/2022	11/11/2022	11/12/2022	11/13/2022		
Start Time			6:00:00 AM	5:00:00 AM					
Stop Time			12:00:00 PM	10:00:00 AM					
Start Time			12:00:00 PM	10:00:00 AM					
Stop Time			22:00:00 PM	15:00:00 PM					

LAST NAME	FIRST NAME	POSITION	EMPLOYEE #	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
Hartman	Austin	Foreman	584810			16	10					26.00
Reyes	Benjamin	Journeyman Lineman	0			16	10					26.00
Mustafa	Leeford	Journeyman Lineman	0			16	10					26.00
0	0	0	0									0.00
0	0	0	0									0.00
Eberhardinger	Walter	Operator	0			16	10					26.00
0	0	0	0									0.00
0	0	0	0									0.00
0	0	0	0									0.00
0	0	0	0									0.00
0	0	0	0									0.00

Daily Job Location GPS Coordinates

<b>Customer Rep (Print):</b>	
<b>Customer Rep Phone Number:</b>	
<b>Service Center:</b>	

EQUIPMENT TYPE	MOTORIZED?	EQUIPMENT #	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
Pickup	Y	20260250			16	10						26.00
Digger Derrick	Y	14010274			16	10						26.00
Other	Y	21010092			16	10						26.00
0	Y	0										0.00
0	Y	0										0.00
Mechanic Truck	Y	40470031			16	10						26.00
0	Y	0										0.00
0	N	0										0.00
0	Y	0										0.00
0	Y	0										0.00
0	Y	0										0.00

<b>Daily Job Activity:</b>	
Monday	
Tuesday	
Wednesday	Load trucks and mobilize men to Lake Worth. Stand by in Hotel for CLW. Last crew in and checked in by 10pm.
Thursday	Wake up at 5am and stand by for CLW. CLW released us at 10am- load up men and demobilize back to Sorrento
Friday	
Saturday	
Sunday	

## TIME SHEET-DECATUR



<b>CONTRACTOR COMPANY NAME:</b>		<b>The L. E. Myers Company</b>											
<b>WEEK ENDING:</b>	11/13/2022			<b>CUSTOMER REP. SIGNATURE</b>									
<b>CUSTOMER NAME</b>	City of Lake Worth Beach			<b>WRITE IN WORK TYPE OR SELECT FROM DROPDOWN (MOB, DE-MOB, WORK, STANDBY)</b>								<b>L.E. MYERS REP. NAME &amp; SIGNATURE</b>	
<b>WORK LOCATION</b>	Lake Worth												
<b>STORM #</b>	Hurricane Nicole												
<b>SCOPE OF WORK:</b>	STORM												
		<b>Work Type</b>		<b>Mob</b>	<b>Mob</b>								
		<b>Date</b>	11/7/2022	11/8/2022	11/9/2022	11/10/2022	11/11/2022	11/12/2022	11/13/2022				
		<b>Start Time</b>		7:00 AM	6:00 AM	5:00 am	5:00:00 AM						
		<b>Stop Time</b>		12:00 AM	10:00PM	9:00:00 PM	9:00:00 PM						
		<b>Start Time</b>											
		<b>Stop Time</b>											
												<b>TOTAL WORK HOURS</b>	<b>TOTAL TRAVEL HOURS</b>
<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>POSITION</b>	<b>EMPLOYEE #</b>	<b>HOURS</b>	<b>HOURS</b>	<b>HOURS</b>	<b>HOURS</b>	<b>HOURS</b>	<b>HOURS</b>	<b>HOURS</b>	<b>HOURS</b>	<b>HOURS</b>	<b>HOURS</b>
Trout	Steve	General Foreman	22992		17	16	16	16	16			65.00	
Speckhart	Nathan	Foreman	1078366		17	16	16	16	16			65.00	
Chute	Bobby	Journeyman Lineman	1504673		17	16	16	16	16			65.00	
Weishaupt	Paul	Journeyman Lineman	2153430		17	16	16	16	16			65.00	
Ganz	Charles	Journeyman Lineman	137436		17	16	16	16	16			65.00	
Smith	Wade	Foreman	112870		17	16	16	16	16			65.00	
Franklin	Craig	Journeyman Lineman	1940965		17	16	16	16	16			65.00	
Newell	Tyler	Journeyman Lineman	150566		17	16	16	16	16			65.00	
Crossin	Joey	Apprentice 4	145257		17	16	16	16	16			65.00	
Reller	Christian	Foreman	50994		17	16	16	16	16			65.00	
Turner	Nick	Journeyman Lineman	91840		17	16	16	16	16			65.00	
Haney	Dan	Journeyman Lineman	40084		17	16	16	16	16			65.00	
Boers	Cody	Apprentice 6	651599		17	16	16	16	16			65.00	
Buckingham	Jason	Safety	1428282									0.00	
Daily Job Location GPS Coordinates													
<b>Customer Rep (Print):</b>													
<b>Customer Rep Phone Number:</b>													
<b>Service Center:</b>													
<b>EQUIPMENT TYPE</b>	<b>MOTORIZED?</b>	<b>EQUIPMENT #</b>											
Pickup	Y	20241374			17	16	16	16	16			65.00	
Pickup	Y	20241056			17	16	16	16	16			65.00	
Bucket < 55'	Y	70781095			17	16	16	16	16			65.00	
Digger Derrick	Y	14010348			17	16	16	16	16			65.00	
Pickup	Y	20241568			17	16	16	16	16			65.00	
Bucket < 55'	Y	70075066			17	16	16	16	16			65.00	
Digger Derrick	Y	14010290			17	16	16	16	16			65.00	
Pickup	Y	20241107			17	16	16	16	16			65.00	
Bucket 55' to 75'	Y	70770311			17	16	16	16	16			65.00	
Bucket 55' to 75'	Y	70787062			17	16	16	16	16			65.00	
Pole Trailer	N	21040019			17	16	16	16	16			65.00	
Pickup	Y	20240555										0.00	
0		0										0.00	
<b>Daily Job Activity:</b>													
Monday													
Tuesday	Prepped trucks for storm, and mobed towards Florida. Stayed in Dalton GA for night.												
Wednesday	Traveled from Dalton GA to Lake Worth, FL												
Thursday	Demob back to Decatur, IL												
Friday	Demob back to Decatur, IL												
Saturday													
Sunday													

**L.E. Myers Labor Billing**

Last Name	First Name	Classification	7-Nov	8-Nov	9-Nov	10-Nov	11-Nov	12-Nov	13-Nov	Total Hours	EOT Hours	EOT Rate	EOT Total	Total
<b>Iowa 1 T1</b>														
Wilson	Robbie	Foreman	0	17	16	16	16	0	0	65	65	\$ 206.58	\$ 13,427.70	\$ 13,427.70
Strable	Tony	Journeyman Lineman	0	17	16	16	16	0	0	65	65	\$ 188.81	\$ 12,272.65	\$ 12,272.65
Luster	Jonanthon	Apprentice 4	0	17	16	16	16	0	0	65	65	\$ 144.43	\$ 9,387.95	\$ 9,387.95
Wright	Chris	Operator	0	17	16	16	16	0	0	65	65	\$ -	\$ -	\$ -
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
White	Wesley	Foreman	0	17	17.5	16	16	0	0	66.5	66.5	\$ 206.58	\$ 13,737.57	\$ 13,737.57
Daniels	Brandon	Journeyman Lineman	0	17	17.5	16	16	0	0	66.5	66.5	\$ 188.81	\$ 12,555.87	\$ 12,555.87
Ravert	Brandon	Apprentice 4	0	17	17.5	16	16	0	0	66.5	66.5	\$ 144.43	\$ 9,604.60	\$ 9,604.60
Schwartzhoff	Rodney	Apprentice 3	0	17	17.5	16	16	0	0	66.5	66.5	\$ 135.53	\$ 9,012.75	\$ 9,012.75
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
<b>Iowa 2 T2</b>														\$ 79,999.08
Kuhlman	Tyler	Foreman	0	14	16	16	16	0	0	62	62	\$ 206.58	\$ 12,807.96	\$ 12,807.96
Brau	Aaron	Apprentice 7	0	14	16	16	16	0	0	62	62	\$ 171.04	\$ 10,604.48	\$ 10,604.48
Jaeger	Alex	Apprentice 4	0	14	16	16	16	0	0	62	62	\$ 144.43	\$ 8,954.66	\$ 8,954.66
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Aldinger	Shane	Foreman	0	14	16	16	16	0	0	62	62	\$ 206.58	\$ 12,807.96	\$ 12,807.96
King	Aron	Journeyman Lineman	0	14	16	16	16	0	0	62	62	\$ 188.81	\$ 11,706.22	\$ 11,706.22
Randall	Levi	Apprentice 6	0	14	16	16	16	0	0	62	62	\$ 162.17	\$ 10,054.54	\$ 10,054.54
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Readout	Matt	Foreman	0	14	16	16	16	0	0	62	62	\$ 206.58	\$ 12,807.96	\$ 12,807.96
Breitsprecher	Austin	Apprentice 6	0	14	16	16	16	0	0	62	62	\$ 162.17	\$ 10,054.54	\$ 10,054.54
Warburton	Nick	Journeyman Lineman	0	14	16	16	16	0	0	62	62	\$ 188.81	\$ 11,706.22	\$ 11,706.22
Stander	David	Operator	0	16	17.5	16	16	0	0	65.5	65.5	\$ 135.53	\$ 8,877.22	\$ 8,877.22
<b>Florida 1 T3</b>														\$ 110,381.76
Laventure	Thad	General Foreman	0	0	16	10	0	0	0	26	26	\$ 196.29	\$ 5,103.54	\$ 5,103.54
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Martin	Tony	Foreman	0	0	16	10	0	0	0	26	26	\$ 188.31	\$ 4,896.06	\$ 4,896.06
Romero	Eduardo	Journeyman Lineman	0	0	16	10	0	0	0	26	26	\$ 172.25	\$ 4,478.50	\$ 4,478.50
Olvera	Arnoldo	Journeyman Lineman	0	0	16	10	0	0	0	26	26	\$ 172.25	\$ 4,478.50	\$ 4,478.50
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Riffard	Andrew	Foreman	0	0	16	10	0	0	0	26	26	\$ 188.31	\$ 4,896.06	\$ 4,896.06
Jenkins	David	Journeyman Lineman	0	0	16	10	0	0	0	26	26	\$ 172.25	\$ 4,478.50	\$ 4,478.50
Miyadas	Luis	Journeyman Lineman	0	0	16	10	0	0	0	26	26	\$ 172.25	\$ 4,478.50	\$ 4,478.50
Corrales-Baro	Miguel	Journeyman Lineman	0	0	16	10	0	0	0	26	26	\$ 172.25	\$ 4,478.50	\$ 4,478.50
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
<b>Florida 2 T4</b>														\$ 37,288.16
Hartman	Austin	Foreman	0	0	16	10	0	0	0	26	26	\$ 188.31	\$ 4,896.06	\$ 4,896.06
Reyes	Benjamin	Journeyman Lineman	0	0	16	10	0	0	0	26	26	\$ 172.25	\$ 4,478.50	\$ 4,478.50
Mustafa	Leeford	Journeyman Lineman	0	0	16	10	0	0	0	26	26	\$ 172.25	\$ 4,478.50	\$ 4,478.50
0	0	0	0	0	0	0	0	0	0	0	0	\$ 172.25	\$ -	\$ -
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Eberhardinger	Walter	Operator	0	0	16	10	0	0	0	26	26	\$ 140.21	\$ 3,645.46	\$ 3,645.46
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -

0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
<b>Decatur</b>	<b>T5</b>													<b>\$ 17,498.52</b>
Trout	Steve	General Foreman	0	17	16	16	16	0	0	65	65	\$ 229.79	\$ 14,936.35	\$ 14,936.35
Speckhart	Nathan	Foreman	0	17	16	16	16	0	0	65	65	\$ 216.92	\$ 14,099.80	\$ 14,099.80
Chute	Bobby	Journeyman Lineman	0	17	16	16	16	0	0	65	65	\$ 203.50	\$ 13,227.50	\$ 13,227.50
Weishaupt	Paul	Journeyman Lineman	0	17	16	16	16	0	0	65	65	\$ 203.50	\$ 13,227.50	\$ 13,227.50
Gansz	Charles	Journeyman Lineman	0	17	16	16	16	0	0	65	65	\$ 203.50	\$ 13,227.50	\$ 13,227.50
Smith	Wade	Foreman	0	17	16	16	16	0	0	65	65	\$ 216.92	\$ 14,099.80	\$ 14,099.80
Franklin	Craig	Journeyman Lineman	0	17	16	16	16	0	0	65	65	\$ 203.50	\$ 13,227.50	\$ 13,227.50
Newell	Tyler	Journeyman Lineman	0	17	16	16	16	0	0	65	65	\$ 203.50	\$ 13,227.50	\$ 13,227.50
Crossin	Joey	Apprentice 4	0	17	16	16	16	0	0	65	65	\$ 152.65	\$ 9,922.25	\$ 9,922.25
Reller	Christian	Foreman	0	17	16	16	16	0	0	65	65	\$ 216.92	\$ 14,099.80	\$ 14,099.80
Turner	Nick	Journeyman Lineman	0	17	16	16	16	0	0	65	65	\$ 203.50	\$ 13,227.50	\$ 13,227.50
Haney	Dan	Journeyman Lineman	0	17	16	16	16	0	0	65	65	\$ 203.50	\$ 13,227.50	\$ 13,227.50
Boers	Cody	Apprentice 6	0	17	16	16	16	0	0	65	65	\$ 172.98	\$ 11,243.70	\$ 11,243.70
Buckingham	Jason	Safety	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
<b>R6</b>	<b>T6</b>													<b>\$ 170,994.20</b>

**AL LABOR AMMO \$ 416,161.71**



## L.E. Myers Equipment Billing

Equipment Type	7-Nov	8-Nov	9-Nov	10-Nov	11-Nov	12-Nov	13-Nov	Total Hours	Rate	Total
<b>Iowa 1</b>										
Pickup	0	17	16	16	16	0	0	65	\$ 18.90	\$ 1,228.50
Squirt Bucket	0	17	16	16	16	0	0	65	\$ 33.80	\$ 2,197.00
Bucket > 75'	0	17	16	16	16	0	0	65	\$ 106.60	\$ 6,929.00
Digger Derrick	0	17	16	16	16	0	0	65	\$ 46.10	\$ 2,996.50
0	0	0	0	0	0	0	0	0	\$ -	\$ -
Pickup	0	17	17.5	16	16	0	0	66.5	\$ 18.90	\$ 1,256.85
Bucket 55' to 75'	0	17	17.5	16	16	0	0	66.5	\$ 44.30	\$ 2,945.95
Digger Derrick	0	17	17.5	16	16	0	0	66.5	\$ 46.10	\$ 3,065.65
Squirt Bucket	0	17	17.5	16	16	0	0	66.5	\$ 33.80	\$ 2,247.70
Pole Trailer	0	17	17.5	16	16	0	0	66.5	\$ 13.90	\$ 924.35
Backyard Machine	0	17	17.5	16	16	0	0	66.5	\$ 62.30	\$ 4,142.95
0	0	0	0	0	0	0	0	0	\$ -	\$ -
0	0	0	0	0	0	0	0	0	\$ -	\$ -
<b>Iowa 2</b>										\$ 27,934.45
Pickup	0	14	16	16	16	0	0	62	\$ 18.90	\$ 1,171.80
Digger Derrick	0	14	16	16	16	0	0	62	\$ 46.10	\$ 2,858.20
55' Bucket	0	14	16	16	16	0	0	62	\$ 44.30	\$ 2,746.60
0	0	0	0	0	0	0	0	0	\$ -	\$ -
Pickup	0	14	16	16	16	0	0	62	\$ 18.90	\$ 1,171.80
55' Bucket	0	14	16	16	16	0	0	62	\$ 44.30	\$ 2,746.60
Digger Derrick	0	14	16	16	16	0	0	62	\$ 46.10	\$ 2,858.20
Pole Trailer	0	14	16	16	16	0	0	62	\$ 13.90	\$ 861.80
Squirt Boom	0	14	16	16	16	0	0	62	\$ 33.80	\$ 2,095.60
55' Bucket	0	14	16	16	16	0	0	62	\$ 44.30	\$ 2,746.60
Digger Derrick	0	14	16	16	16	0	0	62	\$ 46.10	\$ 2,858.20
Mechanic Truck	0	16	17.5	16	16	0	0	65.5	\$ 50.90	\$ 3,333.95
<b>Florida 1</b>										\$ 25,449.35
Pickup	0	0	16	10	0	0	0	26	\$ 18.90	\$ 491.40
0	0	0	0	0	0	0	0	0	\$ -	\$ -
Pickup	0	0	16	10	0	0	0	26	\$ 18.90	\$ 491.40
Bucket < 55'	0	0	16	10	0	0	0	26	\$ 44.30	\$ 1,151.80
Bucket < 55'	0	0	16	10	0	0	0	26	\$ 44.30	\$ 1,151.80
Material Trailer	0	0	16	10	0	0	0	26	\$ 8.00	\$ 208.00
0	0	0	0	0	0	0	0	0	\$ -	\$ -
0	0	0	0	0	0	0	0	0	\$ -	\$ -
Pickup	0	0	16	10	0	0	0	26	\$ 18.90	\$ 491.40
Bucket < 55'	0	0	16	10	0	0	0	26	\$ 44.30	\$ 1,151.80





# TIME SHEET-IOWA CREWS 1



CONTRACTOR COMPANY NAME: <b>The L. E. Myers Company</b>		CUSTOMER REP. SIGNATURE <i>Brian F. King</i>		L.E. MYERS REP. NAME & SIGNATURE <i>Thad Laventure</i>	
WEEK ENDING: <b>11/13/2022</b>	CUSTOMER NAME: <b>City of Lake Worth Beach</b>	WRITE IN WORK TYPE OR SELECT FROM DROPDOWN (MOB, DE-MOB, WORK, STANDBY)			
WORK LOCATION: <b>Lake Worth</b>	STORM #: <b>Hurricane Nicole</b>				
SCOPE OF WORK: <b>STORM</b>					

Date	Work Type	Mob		De-Mob		De-Mob		TOTAL WORK HOURS	TOTAL TRAVEL HOURS
		11/7/2022	11/8/2022	11/9/2022	11/10/2022	11/11/2022	11/12/2022		
	Start Time	6:00:00 AM	6:00:00 AM	6:00:00 AM	5:00:00 AM	6:00:00 AM	6:00:00 AM		
	Stop Time	11:00:00 PM	10:00:00 PM	9:00:00 PM	10:00:00 PM	12:00:00 PM			
	Start Time		6:00:00 AM						
	Stop Time		11:30:00 PM						
LAST NAME	FIRST NAME	POSITION	EMPLOYEE #	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
Wilson	Robbie	Foreman	130554	17	16	16	16		65.00
Strable	Tony	Journeyman Lineman	0	17	16	16	16		65.00
Luster	Jonanthon	Apprentice 4	1594437	17	16	16	16		65.00
Wright	Chris	Operator	93481	17	16	16	16		65.00
0	0	0	0						0.00
White	Wesley	Foreman	145095	17	17.5	16	16		66.50
Daniels	Brandon	Journeyman Lineman	0	17	17.5	16	16		66.50
Ravert	Brandon	Apprentice 4	1496280	17	17.5	16	16		66.50
Schwartzhoff	Rodney	Apprentice 3	1752164	17	17.5	16	16		66.50
0	0	0	0						0.00
0	0	0	0						0.00
0	0	0	0						0.00
0	0	0	0						0.00

Daily Job Location GPS Coordinates

Customer Rep (Print):	
Customer Rep Phone Number:	
Service Center:	

EQUIPMENT TYPE	MOTORIZED?	EQUIPMENT #	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
Pickup	Y	20241096	17	16	16	16		65.00
Squirt Bucket	Y	11489366	17	16	16	16		65.00
Bucket > 75'	Y	70788020	17	16	16	16		65.00
Digger Derrick	Y	14090104	17	16	16	16		65.00
0	Y	0						0.00
Pickup	Y	20270610	17	17.5	16	16		66.50
Bucket 55' to 75'	N	70770150	17	17.5	16	16		66.50
Digger Derrick	Y	14081084	17	17.5	16	16		66.50
Squirt Bucket	N	70075031	17	17.5	16	16		66.50
Pole Trailer	Y	21040171	17	17.5	16	16		66.50
Backyard Machine	Y	14089420	17	17.5	16	16		66.50
0	Y	0						0.00
0	Y	0						0.00

Daily Job Activity:	
Monday	
Tuesday	Mob from Des Moines IA to Paducah, KT
Wednesday	Mob Paducah, KT to St. Augustine, FL
Thursday	Standby, Demob back to IA
Friday	Demob back to IA
Saturday	Demob back to IA
Sunday	

## TIME SHEET-IOWA CREWS 2



CONTRACTOR COMPANY NAME: <b>The L. E. Myers Company</b>		CUSTOMER REP. SIGNATURE <i>Brian F. King</i>		L.E. MYERS REP. NAME & SIGNATURE <i>Thad Laventure</i>	
WEEK ENDING:	11/13/2022				
CUSTOMER NAME	City of Lake Worth Beach				
WORK LOCATION	Lake Worth				
STORM #	Hurricane Nicole	WRITE IN WORK TYPE OR SELECT FROM DROPDOWN (MOB, DE-MOB, WORK, STANDBY)			
SCOPE OF WORK:	STORM				

	Work Type	Work	Mob	Mob	De-Mob	De-Mob	De-Mob	De-Mob	Work	TOTAL	TOTAL
		11/7/2022	11/8/2022	11/9/2022	11/10/2022	11/11/2022	11/12/2022	11/13/2022			
			9:00:00 AM	6:00:00 AM	5:00:00 AM	6:00:00 AM	6:00:00 AM	6:00:00 AM			
			11:00:00 PM	10:00:00 PM	9:00:00 PM	10:00:00 PM	12:00:00 PM				
LAST NAME	FIRST NAME	POSITION	EMPLOYEE #	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
Kuhlman	Tyler	Foreman	99935	14	16	16	16	16		62.00	
Brau	Aaron	Apprentice 7	2189615	14	16	16	16	16		62.00	
Jaeger	Alex	Apprentice 4	1496125	14	16	16	16	16		62.00	
	0	0	0							0.00	
Aldinger	Shane	Foreman	1700303	14	16	16	16	16		62.00	
King	Aron	Journeyman Lineman	798263	14	16	16	16	16		62.00	
Randall	Levi	Apprentice 6	120468	14	16	16	16	16		62.00	
	0	0	2172426							0.00	
Readout	Matt	Foreman	2171424	14	16	16	16	16		62.00	
Breitsprecher	Austin	Apprentice 6	0	14	16	16	16	16		62.00	
Warburton	Nick	Journeyman Lineman		14	16	16	16	16		62.00	
Stander	David	Operator		14	16	16	16	16		62.00	

Daily Job Location GPS Coordinates

Customer Rep (Print):	
Customer Rep Phone Number:	
Service Center:	

EQUIPMENT TYPE	MOTORIZED?	EQUIPMENT #								
Pickup	Y	20241376	14	16	16	16	16	16		62.00
Digger Derrick	Y	70787043	14	16	16	16	16	16		62.00
55' Bucket	Y	14081435	14	16	16	16	16	16		62.00
0	Y	0								0.00
Pickup	Y	20240612	14	16	16	16	16	16		62.00
55' Bucket	Y	70788102	14	16	16	16	16	16		62.00
Digger Derrick	Y	14010353	14	16	16	16	16	16		62.00
Pole Trailer	N	21084024	14	16	16	16	16	16		62.00
Squirt Boom	Y	70788055	14	16	16	16	16	16		62.00
55' Bucket	Y	14081105	14	16	16	16	16	16		62.00
Digger Derrick	Y	70770334	14	16	16	16	16	16		62.00
Mechanic Truck	Y	40470044	14	16	16	16	16	16		62.00

Daily Job Activity:	
Monday	
Tuesday	Mob from Des Moines IA to Paducah, KT
Wednesday	Mob Paducah, KT to St. Augustine, FL
Thursday	Standby, Demob back to IA
Friday	Demob back to IA
Saturday	Demob back to IA
Sunday	



# TIME SHEET-FLORIDA CREWS 1



CONTRACTOR COMPANY NAME: L.E. Myers (Job#1140220041)		CUSTOMER REP. SIGNATURE <i>Brian F. King</i>	
WEEK ENDING: 11/	11/13/2022		
CUSTOMER NAME: City of Lake Worth Beach		L.E. MYERS REP. NAME & SIGNATURE <i>Thad Laventure</i>	
WORK LOCATION: Lake Worth			
STORM #: Hurricane Nicole		WRITE IN WORK TYPE OR SELECT FROM DROPDOWN (MOB, DE-MOB, WORK, STANDBY)	
SCOPE OF WORK: STORM			

		Work Type	Work	Work	Mob	De-Mob	Mob	Work	Work	TOTAL WORK HOURS	TOTAL TRAVEL HOURS
		Date	11/7/2022	11/8/2022	11/9/2022	11/10/2022	11/11/2022	11/12/2022	11/13/2022		
		Start Time			6:00:00 AM	5:00:00 AM					
		Stop Time			12:00:00 PM	10:00:00 AM					
		Start Time			12:00:00 PM	10:00:00 AM					
		Stop Time			22:00:00 PM	15:00:00 PM					
LAST NAME	FIRST NAME	POSITION	EMPLOYEE #	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
Laventure	Thad	General Foreman	100451			16	10				26.00
				0							0.00
Martin	Tony	Foreman				16	10				26.00
Romero	Eduardo	Journeyman Lineman				16	10				26.00
Olvera	Arnoldo	Journeyman Lineman				16	10				26.00
				0							0.00
				0							0.00
				0							0.00
Riffard	Andrew	Foreman	160301			16	10				26.00
Jenkins	David	Journeyman Lineman				16	10				26.00
Miyadas	Luis	Journeyman Lineman				16	10				26.00
Corrales-Baro	Miguel	Journeyman Lineman				16	10				26.00
				0							0.00

Daily Job Location GPS Coordinates

Customer Rep (Print):									
Customer Rep Phone Number:									
Service Center:									
EQUIPMENT TYPE	MOTORIZED?	EQUIPMENT #	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
Pickup	Y	20241316			16	10			26.00
	Y	0							0.00
Pickup	Y	20240655			16	10			26.00
Bucket < 55'	Y	70788032			16	10			26.00
Bucket < 55'	Y	70770286			16	10			26.00
Material Trailer	Y	24010205			16	10			26.00
	Y	0							0.00
	Y	0							0.00
Pickup		20241024			16	10			26.00
Bucket < 55'	Y	70787056			16	10			26.00
Bucket < 55'		70770283			16	10			26.00
Other		27010026			16	10			26.00
		0							0.00
Daily Job Activity:									
Monday									
Tuesday									
Wednesday		Load trucks and mobilize men to Lake Worth. Stand by in Hotel for CLW. Last crew in and checked in by 10pm.							
Thursday		Wake up at 5am and stand by for CLW. CLW released us at 10am- load up men and demobilize back to Sorrento							
Friday									
Saturday									
Sunday									

## TIME SHEET-FLORIDA CREWS 2



CONTRACTOR COMPANY NAME: <b>The L. E. Myers Company</b>		CUSTOMER REP. SIGNATURE <i>Brian F. King</i>	
WEEK ENDING: 11/13/2022	CITY OF LAKE WORTH BEACH	L.E. MYERS REP. NAME & SIGNATURE <i>Thad Laventure</i>	
CUSTOMER NAME	Lake Worth		
WORK LOCATION	Hurricane Nicole		
STORM #	STORM		
SCOPE OF WORK:	WRITE IN WORK TYPE OR SELECT FROM DROPDOWN (MOB, DE-MOB, WORK, STANDBY)		

LAST NAME	FIRST NAME	POSITION	EMPLOYEE #	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TOTAL	TOTAL
											WORK HOURS	TRAVEL HOURS
Hartman	Austin	Foreman	584810			16	10				26.00	
Reyes	Benjamin	Journeyman Lineman	0			16	10				26.00	
Mustafa	Leeford	Journeyman Lineman	0			16	10				26.00	
0	0	0	0								0.00	
0	0	0	0								0.00	
Eberhardinger	Walter	Operator	0			16	10				26.00	
0	0	0	0								0.00	
0	0	0	0								0.00	
0	0	0	0								0.00	
0	0	0	0								0.00	
0	0	0	0								0.00	

Daily Job Location GPS Coordinates

Customer Rep (Print):	
Customer Rep Phone Number:	
Service Center:	

EQUIPMENT TYPE	MOTORIZED?	EQUIPMENT #	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TOTAL
Pickup	Y	20260250			16	10					26.00
Digger Derrick	Y	14010274			16	10					26.00
Other	Y	21010092			16	10					26.00
0	Y	0									0.00
0	Y	0									0.00
Mechanic Truck	Y	40470031			16	10					26.00
0	Y	0									0.00
0	N	0									0.00
0	Y	0									0.00
0	Y	0									0.00
0	Y	0									0.00

<b>Daily Job Activity:</b>	
Monday	
Tuesday	
Wednesday	Load trucks and mobilize men to Lake Worth. Stand by in Hotel for CLW. Last crew in and checked in by 10pm.
Thursday	Wake up at 5am and stand by for CLW. CLW released us at 10am- load up men and demobilize back to Sorrento
Friday	
Saturday	
Sunday	



**TIME SHEET-DECATUR**



<b>CONTRACTOR COMPANY NAME:</b> The L. E. Myers Company		<b>CUSTOMER REP. SIGNATURE</b> <i>Brian F. King</i>	
<b>WEEK ENDING:</b> 11/13/2022	<b>CITY:</b> City of Lake Worth Beach	<b>L.E. MYERS REP. NAME &amp; SIGNATURE</b> <i>Thad Laventure</i>	
<b>CUSTOMER NAME:</b> Lake Worth	<b>STORM #:</b> Hurricane Nicole	<b>WRITE IN WORK TYPE OR SELECT FROM DROPDOWN</b> (MOB, DE-MOB, WORK, STANDBY)	
<b>WORK LOCATION:</b> Lake Worth	<b>SCOPE OF WORK:</b> STORM		

LAST NAME	FIRST NAME	POSITION	EMPLOYEE #	HOURS	Mob					HOURS	HOURS	TOTAL WORK HOURS	TOTAL TRAVEL HOURS		
					Date	Start Time	Stop Time	Start Time	Stop Time					HOURS	HOURS
Trout	Steve	General Foreman	22992	17	11/7/2022	7:00 AM	12:00 AM	16	11/8/2022	6:00 AM	10:00 PM	16	16	65.00	0.00
Speckhart	Nathan	Foreman	1078366	17				16	11/9/2022	6:00 AM	9:00:00 PM	16	16	65.00	0.00
Chute	Bobby	Journeyman Lineman	1504673	17				16	11/10/2022	5:00 am	9:00:00 PM	16	16	65.00	0.00
Weishaupt	Paul	Journeyman Lineman	2153430	17				16	11/11/2022	5:00:00 AM		16	16	65.00	0.00
Gansz	Charles	Journeyman Lineman	137436	17				16	11/12/2022			16	16	65.00	0.00
Smith	Wade	Foreman	112870	17				16	11/13/2022			16	16	65.00	0.00
Franklin	Craig	Journeyman Lineman	1940965	17				16				16	16	65.00	0.00
Newell	Tyler	Journeyman Lineman	150566	17				16				16	16	65.00	0.00
Crossin	Joey	Apprentice 4	145257	17				16				16	16	65.00	0.00
Reller	Christian	Foreman	50994	17				16				16	16	65.00	0.00
Turner	Nick	Journeyman Lineman	91840	17				16				16	16	65.00	0.00
Haney	Dan	Journeyman Lineman	40084	17				16				16	16	65.00	0.00
Boers	Cody	Apprentice 6	651599	17				16				16	16	65.00	0.00
Buckingham	Jason	Safety	1428282											0.00	0.00

Daily Job Location GPS Coordinates

Customer Rep (Print):  
 Customer Rep Phone Number:  
 Service Center:

EQUIPMENT TYPE	MOTORIZED?	EQUIPMENT #	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TOTAL WORK HOURS	TOTAL TRAVEL HOURS
Pickup	Y	20241374	17	16	16	16	16	16	16	65.00	0.00
Pickup	Y	20241056	17	16	16	16	16	16	16	65.00	0.00
Bucket < 55'	Y	70781095	17	16	16	16	16	16	16	65.00	0.00
Digger Derrick	Y	14010348	17	16	16	16	16	16	16	65.00	0.00
Pickup	Y	20241568	17	16	16	16	16	16	16	65.00	0.00
Bucket < 55'	Y	70075066	17	16	16	16	16	16	16	65.00	0.00
Digger Derrick	Y	14010290	17	16	16	16	16	16	16	65.00	0.00
Pickup	Y	20241107	17	16	16	16	16	16	16	65.00	0.00
Bucket 55' to 75'	Y	70770311	17	16	16	16	16	16	16	65.00	0.00
Bucket 55' to 75'	Y	70787062	17	16	16	16	16	16	16	65.00	0.00
Pole Trailer	N	21040019	17	16	16	16	16	16	16	65.00	0.00
Pickup	Y	20240555								0.00	0.00
0										0.00	0.00

**Daily Job Activity:**

Monday	
Tuesday	Prepped trucks for storm, and mobed towards Florida. Stayed in Dalton GA for night.
Wednesday	Traveled from Dalton GA to Lake Worth, FL
Thursday	Demob back to Decatur, IL
Friday	Demob back to Decatur, IL
Saturday	
Sunday	



# FUEL

## Fuel

Date	Vendor	Amount
11/8/2022	Ayero	\$ 156.35
11/8/2022	TA	\$ 162.35
11/8/2022	Ayero	\$ 231.28
11/8/2022	Casey's	\$ 120.94
11/8/2022	Casey's	\$ 155.88
11/8/2022	Casey's	\$ 195.81
11/8/2022	TA	\$ 182.56
11/8/2022	Casey's	\$ 94.62
11/8/2022	Ayero	\$ 189.06
11/8/2022	Casey's	\$ 59.80
11/8/2022	Ayero	\$ 121.83
11/8/2022	Casey's	\$ 131.06
11/8/2022	TA	\$ 110.25
11/8/2022	Quiktrip	\$ 48.73
11/8/2022	Flying J	\$ 222.22
11/8/2022	Pilot	\$ 205.82
11/8/2022	Pilot	\$ 58.77
11/8/2022	Kwik Star	\$ 64.36
11/8/2022	Flying J	\$ 62.84
11/8/2022	Pilot	\$ 81.86
11/8/2022	Kwik Star	\$ 70.92
11/8/2022	Kwik Star	\$ 38.50
11/8/2022	Flying J	\$ 86.05
11/8/2022	Casey's	\$ 192.69
11/8/2022	Pilot	\$ 192.95
11/8/2022	Flying J	\$ 190.96
11/8/2022	Casey's	\$ 19.07
11/8/2022	Kwik Star	\$ 123.71
11/8/2022	Flying J	\$ 354.94
11/8/2022	Fastlane	\$ 63.60
11/8/2022	Hucks	\$ 56.61
11/8/2022	Fastlane	\$ 203.60
11/9/2022	Oak Marke	\$ 207.63
11/9/2022	JP Rex	\$ 95.81
11/9/2022	Sudden Se	\$ 238.84
11/9/2022	Adel Truck	\$ 185.98
11/9/2022	Busy Corne	\$ 113.56
11/9/2022	JP Rex	\$ 50.00
11/9/2022	JP Rex	\$ 50.00
11/9/2022	JP Rex	\$ 100.00
11/9/2022	Busy Corne	\$ 60.56

11/9/2022	Sudden Se	\$ 177.55
11/9/2022	JP Rex	\$ 50.00
11/9/2022	Adel Truck	\$ 189.49
11/9/2022	One9	\$ 95.29
11/9/2022	JP Rex	\$ 113.49
11/9/2022	JP Rex	\$ 41.97
11/9/2022	Adel Truck	\$ 89.46
11/9/2022	Kroger	\$ 175.00
11/9/2022	Kroger	\$ 24.98
11/9/2022	Adel Truck	\$ 164.84
11/9/2022	Adel Truck	\$ 48.23
11/9/2022	Wagner	\$ 40.99
11/9/2022	Circle K	\$ 50.49
11/9/2022	Kroger	\$ 59.90
11/9/2022	Wagner	\$ 55.61
11/9/2022	Short Stop	\$ 67.49
11/9/2022	Kroger	\$ 79.24
11/9/2022	Wagner	\$ 129.72
11/9/2022	Oak Marke	\$ 170.50
11/9/2022	Kroger	\$ 171.18
11/9/2022	Love	\$ 141.51
11/9/2022	Circle K	\$ 164.60
11/9/2022	Murphy	\$ 66.72
11/9/2022	Circle K	\$ 53.80
11/9/2022	BP	\$ 29.93
11/9/2022	Adel Truck	\$ 148.33
11/9/2022	Adel Truck	\$ 48.84
11/10/2022	One9	\$ 168.12
11/10/2022	Pilot	\$ 109.11
11/10/2022	TA	\$ 206.92
11/10/2022	Sudden Se	\$ 192.86
11/10/2022	Pilot	\$ 97.16
11/10/2022	TA	\$ 195.01
11/10/2022	Sudden Se	\$ 168.17
11/10/2022	Pilot	\$ 150.00
11/10/2022	TA	\$98.87
11/10/2022	Circle K	\$93.27
11/10/2022	One9	\$150.00
11/10/2022	Sudden Se	\$ 90.91
11/10/2022	Bp	\$ 193.58
11/10/2022	Circle K	\$ 177.43
11/10/2022	Love's	\$ 214.87

# FUEL

11/10/2022	Love's	\$ 195.11
11/10/2022	Love's	\$ 44.08
11/10/2022	Bp	\$ 51.62
11/10/2022	love's	\$ 47.37
11/10/2022	Love's	\$ 49.02
11/10/2022	Circle K	\$ 43.12
11/10/2022	Quiktrip	\$ 69.65
11/10/2022	Love's	\$ 153.05
11/10/2022	Love's	\$ 162.64
11/10/2022	Love's	\$ 153.99
11/10/2022	Love's	\$ 178.56
11/10/2022	Pilot	\$ 208.00
11/10/2022	Mapco	\$ 168.64
11/10/2022	Bp	\$ 165.31
11/10/2022	Buc-ee	\$ 21.07
11/10/2022	Buc-ee	\$ 149.42
11/10/2022	Circle K	\$ 18.12
11/10/2022	Circle K	\$ 219.48
11/10/2022	BP	\$ 44.80
11/10/2022	Buc-ee	\$ 47.90
11/10/2022	Pilot	\$ 44.29
11/10/2022	Circle K	\$ 165.62
11/10/2022	Circle K	\$ 72.21
11/10/2022	Circle K	\$ 208.33
11/11/2022	Love's	\$ 217.30
11/11/2022	Eddyville T	\$ 229.84
11/11/2022	Quiktrip	\$ 75.29
11/11/2022	Eddyville T	\$ 183.24
11/11/2022	Loves'	\$ 210.02
11/11/2022	Mach 13	\$ 160.46
11/11/2022	Mach 13	\$ 95.11
11/11/2022	Love's	\$ 115.82
11/11/2022	Eddyville T	\$ 170.60
11/11/2022	LN Inc	\$ 226.97
11/11/2022	Quiktrip	\$ 83.48
11/11/2022	Ayero	\$ 191.13
11/11/2022	Eddyville T	\$ 215.20
11/11/2022	Eddyville T	\$ 16.55
11/11/2022	L N Inc	\$ 70.79
11/11/2022	Ayero	\$ 43.63
11/11/2022	Love's	\$ 234.72
11/11/2022	Kwik Star	\$ 120.11
11/11/2022	Speedway	\$ 174.05

11/11/2022	Casey's	\$ 216.21
11/11/2022	Quiktrip	\$ 55.05
11/11/2022	Love's	\$ 204.92
11/11/2022	Bp	\$ 206.69
11/11/2022	Flying J	\$ 223.56
11/11/2022	Flying J	\$ 59.74
11/11/2022	Bp	\$ 82.15
11/11/2022	Quiktrip	\$ 67.20
11/8/2022	Pilot	\$ 138.40
11/8/2022	Kwik Star	\$ 75.08
11/8/2022	Quikstar	\$ 151.94
11/9/2022	Love's	\$ 96.03
11/9/2022	Circle k	\$ 185.87
11/9/2022	Love's	\$ 187.87
11/10/2022	Pilot	\$ 185.54
11/10/2022	Pilot	\$ 201.98
11/10/2022	Bp	\$ 175.81
11/10/2022	Buc-ee	\$ 37.98
11/10/2022	Buc-ee	\$ 150.00
11/11/2022	Mr Fuel	\$ 188.34
11/11/2022	Pilot	\$ 152.27
11/11/2022	Love's	\$ 161.31
11/9/2022	Max Fuel	\$ 225.23
11/8/2022	Kwik Star	\$ 105.24
11/8/2022	Fast Lane	\$ 181.82
11/9/2022	Loves	\$ 135.41
11/9/2022	Circle k	\$ 143.72
11/9/2022	BP	\$ 178.20
11/9/2022	Love's	\$ 403.86
11/10/2022	Shell	\$ 206.60
11/10/2022	Shell	\$ 211.82
11/11/2022	LP Mart	\$ 162.25
11/11/2022	Casey	\$ 30.00
11/11/2022	LN Inc	\$ 209.93
11/8/2022	Pilot	\$ 163.45
11/8/2022	Quicktrip	\$ 130.08
11/8/2022	Pilot	\$ 141.18
11/8/2022	Kwik Star	\$ 92.94
11/9/2022	Love's	\$ 135.96
11/9/2022	Pilot	\$ 89.95
11/9/2022	Circle k	\$ 140.02
11/9/2022	Love	\$ 121.42
11/9/2022	Fivestar	\$ 196.94

# FUEL

11/10/2022	Love's	\$ 121.10
11/10/2022	Love's	\$ 153.17
11/10/2022	Buc-ee	\$ 118.02
11/10/2022	Pilot	\$ 171.60
11/10/2022	Buc-ee	\$ 12.03
11/11/2022	Quiktrip	\$ 157.59
11/11/2022	Shell	\$ 154.36
11/11/2022	Loves	\$ 158.00
11/10/2022	BP	\$ 142.08
11/8/2022	Pilot	\$ 163.54
11/8/2022	Speedway	\$ 157.19
11/8/2022	Casey	\$ 79.14
11/8/2022	Fivestar	\$ 95.61
11/8/2022	Shell	\$ 98.62
11/9/2022	Love's	\$ 149.25
11/9/2022	Circle k	\$ 189.61
11/10/2022	Pilot	\$ 160.34
11/10/2022	Pilot	\$ 159.14
11/11/2022	Pilot	\$ 114.71
11/11/2022	Mr Fuel	\$ 169.36
11/8/2022	Speedway	\$ 63.00
11/8/2022	Pilot	\$ 25.00
11/9/2022	Circle k	\$ 50.00
11/10/2022	Buc-ee	\$ 47.00
11/9/2022	Loves	\$ 60.00
11/11/2022	Love's	\$ 49.00
11/8/2022	Fivestar	\$ 56.00
11/11/2022	Love's	\$ 93.00
11/10/2022	Buc-ee	\$ 76.00
11/10/2022	Lovee's	\$ 46.00
11/10/2022	Pilot	\$ 148.49
11/11/2022	Pilot	\$ 111.75
11/11/2022	Pilot	\$ 144.23
11/11/2022	Mr Fuel	\$ 152.48
11/8/2022	Casey	\$ 77.99
11/9/2022	Circle k	\$ 153.80
11/9/2022	Love's	\$ 134.01
11/10/2022	Bp	\$ 134.88
11/9/2022	Shell	\$ 88.15
11/10/2022	Buc-ee	\$ 150.00
11/8/2022	Pilot	\$ 58.03
11/8/2022	Speedway	\$ 141.78
11/8/2022	Fivestar	\$ 80.75

11/9/2022	WAWA	\$ 99.75
11/9/2022	WAWA	\$ 467.04
11/10/2022	MM229	\$ 75.43
11/10/2022	MM229	\$ 98.50
11/10/2022	MM229	\$ 116.04
11/10/2022	WAWA	\$ 100.00
11/10/2022	WAWA	\$ 85.00
11/10/2022	WAWA	\$ 78.91
11/10/2022	MM229	\$ 200.00
11/8/2022	Thorntons	\$ 148.71
11/8/2022	Flying J	\$ 118.63
11/8/2022	Loves	\$ 37.07
11/8/2022	Casey's	\$ 167.31
11/8/2022	Loves	\$ 12.50
11/8/2022	Loves	\$ 50.43
11/8/2022	Flying J	\$ 131.17
11/8/2022	Loves	\$ 135.65
11/8/2022	Loves	\$ 39.54
11/8/2022	Pilot	\$ 196.68
11/8/2022	Freedom C	\$ 117.38
11/8/2022	Freedom C	\$ 80.86
11/8/2022	Phillips 66	\$ 89.74
11/8/2022	Thorntons	\$ 91.57
11/8/2022	Thorntons	\$ 45.62
11/8/2022	Hucks	\$ 47.10
11/8/2022	RaceTrac	\$ 71.13
11/8/2022	Phillips66	\$ 72.17
11/8/2022	Road Rang	\$ 66.42
11/8/2022	Loves	\$ 49.42
11/8/2022	Hucks	\$ 39.37
11/8/2022	Loves	\$ 38.84
11/8/2022	Casey's	\$ 88.19
11/8/2022	Casey's	\$ 19.14
11/8/2022	Flying J	\$ 124.67
11/8/2022	Loves	\$ 171.72
11/8/2022	Loves	\$ 80.91
11/8/2022	Flying J	\$ 116.44
11/8/2022	Thorntons	\$ 143.37
11/8/2022	Flying J	\$ 175.47
11/8/2022	Loves	\$ 117.23
11/8/2022	Loves	\$ (0.98)
11/8/2022	Loves	\$ 9.05
11/8/2022	Loves	\$ 22.77

# FUEL

11/9/2022	Cumberland	\$ 26.74
11/9/2022	Cumberland	\$ 162.02
11/9/2022	Cumberland	\$ 139.31
11/9/2022	Loves	\$ 150.84
11/9/2022	Sunshine 8	\$ 61.58
11/9/2022	Pilot	\$ 75.85
11/9/2022	Pilot	\$ 150.00
11/9/2022	Pilot	\$ 150.00
11/9/2022	Cumberland	\$ 131.06
11/9/2022	Loves	\$ 155.22
11/9/2022	Murphy US	\$ 156.44
11/9/2022	Sunshine 8	\$ 76.51
11/9/2022	Sunshine 8	\$ 114.09
11/9/2022	Murphy US	\$ 350.00
11/9/2022	Pilot	\$ 150.00
11/9/2022	Sunshine 8	\$ 52.05
11/9/2022	Sunshine 8	\$ 126.29
11/9/2022	Sunshine 8	\$ 51.95
11/9/2022	Sunshine 8	\$ 48.75
11/9/2022	Sunshine 8	\$ 60.09
11/9/2022	Pilot	\$ 150.00
11/9/2022	Pilot	\$ 84.70
11/9/2022	Murphy US	\$ 99.48
11/9/2022	BP	\$ 38.08
11/9/2022	Pilot	\$ 10.43
11/9/2022	Pilot	\$ 156.54
11/9/2022	Murphy US	\$ 151.14
11/9/2022	Circle K	\$ 19.96
11/9/2022	Pilot	\$ 49.33
11/9/2022	Murphy US	\$ 57.99
11/9/2022	Murphy US	\$ 122.82
11/9/2022	BP	\$ 3.19
11/9/2022	RaceTrac	\$ 17.91
11/9/2022	RaceTrac	\$ 33.79
11/9/2022	Pilot	\$ 66.39
11/9/2022	Pilot	\$ 89.54
11/9/2022	Pilot	\$ 44.23
11/9/2022	Murphy US	\$ 53.42
11/9/2022	Pilot	\$ 127.38
11/9/2022	Murphy US	\$ 98.30
11/9/2022	Loves	\$ 162.06
11/9/2022	Cumberland	\$ 1.75
11/9/2022	Murphy US	\$ 166.47

11/9/2022	Pilot	\$ 135.60
11/10/2022	Loves	\$ 147.50
11/10/2022	Bucee's	\$ 102.59
11/10/2022	Pilot	\$ 167.11
11/10/2022	Loves	\$ 152.93
11/10/2022	Bucee's	\$ 109.14
11/10/2022	Pilot	\$ 185.34
11/10/2022	Bucee's	\$ 68.06
11/10/2022	Pilot	\$ 44.11
11/10/2022	Loves	\$ 41.87
11/10/2022	Bucee's	\$ 96.51
11/10/2022	Loves	\$ 146.93
11/10/2022	Pilot	\$ 172.65
11/10/2022	TCA	\$ 83.01
11/10/2022	Pilot	\$ 169.62
11/10/2022	7-Eleven	\$ 137.03
11/10/2022	7-Eleven	\$ 192.64
11/10/2022	Bucee's	\$ 150.00
11/10/2022	Bucee's	\$ 66.53
11/10/2022	7-Eleven	\$ 76.19
11/10/2022	7-Eleven	\$ 116.62
11/10/2022	Cordelle G	\$ 120.25
11/10/2022	TCA	\$ 82.05
11/10/2022	7-Eleven	\$ 100.00
11/10/2022	Bucee's	\$ 68.61
11/10/2022	Bucee's	\$ 75.46
11/10/2022	7-Eleven	\$ 88.86
11/11/2022	Loves	\$ 115.03
11/11/2022	Pilot	\$ 170.11
11/11/2022	14178 Pete	\$ 146.71
11/11/2022	Loves	\$ 140.87
11/11/2022	14178 Pete	\$ 163.67
11/11/2022	Pilot	\$ 177.88
11/11/2022	Loves	\$ 38.55
11/11/2022	Pilot	\$ 45.21
11/11/2022	Casey's	\$ 62.80
11/11/2022	Casey's	\$ 296.16
11/11/2022	Loves	\$ 129.69
11/11/2022	14178 Pete	\$ 161.88
11/11/2022	Pilot	\$ 170.15
11/11/2022	Road Rang	\$ 179.81
11/11/2022	Shell	\$ 119.41
11/11/2022	BP	\$ 171.23

# FUEL

11/11/2022	Shell	\$ 226.35
11/11/2022	BP	\$ 36.19
11/11/2022	Road Rang	\$ 91.64
11/11/2022	BP	\$ 154.51
11/11/2022	S&R Marke	\$ 80.99
11/11/2022	Marathon	\$ 94.49
11/11/2022	Road Rang	\$ 137.95
11/11/2022	Shell	\$ 86.08
11/11/2022	Franklin, IL	\$ 60.86
11/11/2022	Pilot	\$ 51.00
11/11/2022	Ayerco	\$ 79.98
11/11/2022	Road Rang	\$ 63.31
11/11/2022	Shell	\$ 78.32


**TOTAL      \$      42,356.96**

# HOTELS

Date	Vendor	Amount	Room#	Date	Vendor2	Amount2	Room
11/8/22	Fairfield	\$ 162.63	423	11/8/22	Hampton Inn	\$ 116.72	344
11/8/22	Fairfield	\$ 162.63	422	11/8/22	Hampton Inn	\$ 116.72	346
11/8/22	Fairfield	\$ 162.63	324	11/10/22	Hampton Inn	\$ 116.72	219
11/8/22	Fairfield	\$ 162.63	217	11/10/22	Hampton Inn	\$ 116.72	202
11/8/22	Fairfield	\$ 162.63	311	11/10/22	Hampton Inn	\$ 116.72	211
11/8/22	Candlewood	\$ 166.56	412	11/10/22	Hampton Inn	\$ 116.72	229
11/8/22	Candlewood	\$ 166.56	402	11/10/22	Hampton Inn	\$ 116.72	223
11/8/22	Candlewood	\$ 166.56	303	11/10/22	Hampton Inn	\$ 116.72	212
11/8/22	Candlewood	\$ 166.56	424	11/10/22	Hampton Inn	\$ 116.72	307
11/8/22	Candlewood	\$ 166.56	131	11/10/22	Hampton Inn	\$ 116.72	227
11/8/22	Candlewood	\$ 166.56	320	11/10/22	Hampton Inn	\$ 116.72	207
11/9/22	Holiday Inn	\$ 177.29	522	11/10/22	Hampton Inn	\$ 116.72	209
11/9/22	Holiday Inn	\$ 177.29	430	11/10/22	Hampton Inn	\$ 116.72	231
11/9/22	Holiday Inn	\$ 177.29	428	11/10/22	Hampton Inn	\$ 116.72	206
11/9/22	Holiday Inn	\$ 177.29	420	11/10/22	Hampton Inn	\$ 116.72	204
11/9/22	Holiday Inn	\$ 177.29	518				
11/9/22	Holiday Inn	\$ 177.29	422				
11/9/22	Holiday Inn	\$ 177.29	516				
11/9/22	Holiday Inn	\$ 177.29	514				
11/9/22	Holiday Inn	\$ 177.29	506				
11/10/22	Fairfield	\$ 174.33	324				
11/10/22	Fairfield	\$ 174.33	322				
11/10/22	Fairfield	\$ 174.33	422				
11/10/22	Fairfield	\$ 174.33	420				
11/10/22	Fairfield	\$ 174.33	305				
11/11/22	Hampton	\$ 192.95	426				
11/11/22	Hampton	\$ 192.95	427				
11/11/22	Hampton	\$ 192.95	428				
11/11/22	Hampton	\$ 192.95	429	<b>TOTAL</b>		<b>\$ 8,279.24</b>	
11/11/22	Hampton	\$ 192.95	430				
11/8/22	Hampton Inn	\$ 116.72	224				
11/8/22	Hampton Inn	\$ 116.72	226				
11/8/22	Hampton Inn	\$ 116.72	246				
11/8/22	Hampton Inn	\$ 116.72	232				
11/8/22	Hampton Inn	\$ 116.72	330				
11/8/22	Hampton Inn	\$ 116.72	332				
11/8/22	Hampton Inn	\$ 116.72	338				
11/8/22	Hampton Inn	\$ 116.72	342				
11/8/22	Hampton Inn	\$ 116.72	222				
11/8/22	Hampton Inn	\$ 116.72	245				
11/8/22	Hampton Inn	\$ 116.72	244				

# MEALS

Date	Vendor	Amount
11/8/22	Outback	\$ 186.91
11/8/22	Casey's	\$ 52.34
11/8/22	Casey's	\$ 60.41
11/8/22	Freddy's	\$ 53.21
11/8/22	Texas Road	\$ 110.71
11/8/22	Texas Road	\$ 10.23
11/9/22	McDonalds	\$ 32.50
11/9/22	Subway	\$ 60.27
11/9/22	Gator's	\$ 160.00
11/9/22	Subway	\$ 36.87
11/9/22	Waffle Hou	\$ 55.00
11/9/22	El Grando	\$ 57.00
11/9/22	Love's	\$ 73.23
11/9/22	Love's	\$ 7.46
11/9/22	Dominos	\$ 73.98
11/9/22	Ihop	\$ 196.37
11/10/22	Love's	\$ 9.48
11/10/22	Love's	\$ 7.55
11/10/22	Love's	\$ 15.09
11/10/22	RacTrac	\$ 25.39
11/10/22	Pilot	\$ 44.04

11/10/2022	Waffle Hou	\$ 64.25
11/10/2022	Waffle Hou	\$ 152.75
11/10/2022	Waffle Hou	\$ 45.50
11/10/2022	Buffalo Wi	\$ 106.32
11/11/2022	Buffalo Wi	\$ 57.61
11/11/2022	BP	\$ 37.42
11/9/2022	Circle K	\$ 18.38
11/9/2022	Jon Smith	\$ 14.63
11/9/2022	Delfranco	\$ 249.43
11/8/2022	Papa John'	\$ 95.27
11/9/2022	Durango's	\$ 427.44
11/9/2022	IHOP	\$ 208.56
11/10/2022	Buffalo Wi	\$ 177.77

**TOTAL \$2,983.37**

LAKE WORTH UTILITES

Room No: LWU  
 Arrival Date: 11/7/2022 12:00:00 AM  
 Departure Date: 11/16/2022 12:00:00 AM  
 Adult/Child:  
 Cashier ID: MHAYSMER  
 Room Rate:  
 AL:  
 HH #  
 VAT #  
 Folio No/Che 628106 A

FL 33426

UNITED STATES OF AMERICA

HAMPTON INN & SUITES - BOYNTON BEACH 11/14/2022 12:46:00 PM

DATE	REF NO	DESCRIPTION	CHARGES
11/9/2022	2986596	GUEST ROOM EXEMPT [RTD FR RM 100 LAVENTURE, THAD:RCPT A] [RTD FR RM LAVENTURE THAD 100]	\$169.00
11/9/2022	2986598	GUEST ROOM EXEMPT [RTD FR RM 102 STRABLE, TONY:RCPT A] [RTD FR RM STRABLE TONY 102]	\$169.00
11/9/2022	2986601	GUEST ROOM EXEMPT [RTD FR RM 105 CORRALES-BARO, MIGUEL:RCPT A] [RTD FR RM CORRALES-BARO MIGUEL 105]	\$169.00
11/9/2022	2986624	GUEST ROOM EXEMPT [RTD FR RM 202 DANIELS, BRANDON:RCPT A] [RTD FR RM DANIELS BRANDON 202]	\$169.00
11/9/2022	2986627	GUEST ROOM EXEMPT [RTD FR RM 205 ELLIOT, TODD:RCPT A] [RTD FR RM ELLIOT TODD 205]	\$169.00
11/9/2022	2986630	GUEST ROOM EXEMPT [RTD FR RM 208 JAEGER, ALEX:RCPT A] [RTD FR RM JAEGER ALEX 208]	\$169.00
11/9/2022	2986631	GUEST ROOM EXEMPT [RTD FR RM 209 KING, ARON:RCPT A] [RTD FR RM KING ARON 209]	\$169.00
11/9/2022	2986633	GUEST ROOM EXEMPT [RTD FR RM 211 SCOTT, KEVIN:RCPT A] [RTD FR RM SCOTT KEVIN 211]	\$169.00
11/9/2022	2986634	GUEST ROOM EXEMPT [RTD FR RM 212 SPECKHART, NATHAN:RCPT A] [RTD FR RM SPECKHART NATHAN 212]	\$169.00
11/9/2022	2986635	GUEST ROOM EXEMPT [RTD FR RM 213 MARTIN, TONY:RCPT A] [RTD FR RM MARTIN TONY 213]	\$169.00
11/9/2022	2986636	GUEST ROOM EXEMPT [RTD FR RM 214 OLVERA, ARNOLDO:RCPT A] [RTD FR RM OLVERA ARNOLDO 214]	\$169.00
11/9/2022	2986637	GUEST ROOM EXEMPT [RTD FR RM 215 SCHWARTZHOFF, RODNEY:RCPT A] [RTD FR RM SCHWARTZHOFF RODNEY 215]	\$169.00
11/9/2022	2986641	GUEST ROOM EXEMPT [RTD FR RM 220 WEISHAAPT, PAUL:RCPT A] [RTD FR RM WEISHAAPT PAUL 220]	\$169.00
11/9/2022	2986642	GUEST ROOM EXEMPT [RTD FR RM 221 READOUT, MATT:RCPT A] [RTD FR RM READOUT MATT 221]	\$169.00
11/9/2022	2986648	GUEST ROOM EXEMPT [RTD FR RM 227 REYES, BENJAMIN:RCPT A] [RTD FR RM REYES BENJAMIN 227]	\$169.00
11/9/2022	2986670	GUEST ROOM EXEMPT [RTD FR RM 305 THIVERRAGE, DARRYL:RCPT A] [RTD FR RM THIVERRAGE DARRYL 305]	\$169.00
11/9/2022	2986674	GUEST ROOM EXEMPT [RTD FR RM 309 JENKINS, DAVID:RCPT A] [RTD FR RM JENKINS DAVID 309]	\$169.00
11/9/2022	2986675	GUEST ROOM EXEMPT [RTD FR RM 310 THELEN, JOHN:RCPT A] [RTD FR RM THELEN JOHN 310]	\$169.00
11/9/2022	2986676	GUEST ROOM EXEMPT [RTD FR RM 311 JODWAY, JASON:RCPT A] [RTD FR RM JODWAY JASON 311]	\$169.00
11/9/2022	2986678	GUEST ROOM EXEMPT [RTD FR RM 313 SMITH, CONNOR:RCPT A] [RTD FR RM SMITH CONNOR 313]	\$169.00
11/9/2022	2986680	GUEST ROOM EXEMPT [RTD FR RM 315 SMITH, WADE:RCPT A] [RTD FR RM SMITH WADE 315]	\$169.00
11/9/2022	2986688	GUEST ROOM EXEMPT [RTD FR RM 322 WARBURTON, NICK:RCPT A] [RTD FR RM WARBURTON NICK 322]	\$169.00
11/9/2022	2986689	GUEST ROOM EXEMPT [RTD FR RM 323 WRIGHT, CHRIS:RCPT A] [RTD FR RM WRIGHT CHRIS 323]	\$169.00



LAKE WORTH UTILITES

Room No: LWU  
 Arrival Date: 11/7/2022 12:00:00 AM  
 Departure Date: 11/16/2022 12:00:00 AM  
 Adult/Child:  
 Cashier ID: MHAYSMER  
 Room Rate:  
 AL:  
 HH #  
 VAT #  
 Folio No/Che 628106 A

FL 33426

UNITED STATES OF AMERICA

HAMPTON INN & SUITES - BOYNTON BEACH 11/14/2022 12:46:00 PM

DATE	REF NO	DESCRIPTION	CHARGES
11/9/2022	2986703	GUEST ROOM EXEMPT [RTD FR RM 341 KOONCE, MIKE:RCPT A] [RTD FR RM KOONCE MIKE 341]	\$169.00
11/9/2022	2986706	GUEST ROOM EXEMPT [RTD FR RM 345 KUHLMAN, TYLER:RCPT A] [RTD FR RM KUHLMAN TYLER 345]	\$169.00
11/9/2022	2986708	GUEST ROOM EXEMPT [RTD FR RM 401 EBERHARDINGER, WALTER:RCPT A] [RTD FR RM EBERHARDINGER WALTER 401]	\$169.00
11/9/2022	2986709	GUEST ROOM EXEMPT [RTD FR RM 402 UTILITIES, LAKE WORTH:RCPT A] [RTD FR RM UTILITIES LAKE WORTH 402]	\$169.00
11/9/2022	2986712	GUEST ROOM EXEMPT [RTD FR RM 405 LEAMER, VAUGHN:RCPT A] [RTD FR RM LEAMER VAUGHN 405]	\$169.00
11/9/2022	2986715	GUEST ROOM EXEMPT [RTD FR RM 408 GUTIRREZ, ART:RCPT A] [RTD FR RM GUTIRREZ ART 408]	\$169.00
11/9/2022	2986716	GUEST ROOM EXEMPT [RTD FR RM 409 VANBELLE, NATHANIEL:RCPT A] [RTD FR RM VANBELLE NATHANIEL 409]	\$169.00
11/9/2022	2986717	GUEST ROOM EXEMPT [RTD FR RM 410 UTILITIES, LAKE WORTH:RCPT A] [RTD FR RM UTILITIES LAKE WORTH 410]	\$169.00
11/9/2022	2986718	GUEST ROOM EXEMPT [RTD FR RM 411 DICKENS, JOSEF:RCPT A] [RTD FR RM DICKENS JOSEF 411]	\$169.00
11/9/2022	2986720	GUEST ROOM EXEMPT [RTD FR RM 413 NEWELL, TYLER:RCPT A] [RTD FR RM NEWELL TYLER 413]	\$169.00
11/9/2022	2986721	GUEST ROOM EXEMPT [RTD FR RM 414 RELLER, CHRISTIAN:RCPT A] [RTD FR RM RELLER CHRISTIAN 414]	\$169.00
11/9/2022	2986722	GUEST ROOM EXEMPT [RTD FR RM 415 UTILITIES, LAKE WORTH:RCPT A] [RTD FR RM UTILITIES LAKE WORTH 415]	\$169.00
11/9/2022	2986728	GUEST ROOM EXEMPT [RTD FR RM 421 HANEY, DAN:RCPT A] [RTD FR RM HANEY DAN 421]	\$169.00
11/9/2022	2986731	GUEST ROOM EXEMPT [RTD FR RM 424 TROUT, STEVE:RCPT A] [RTD FR RM TROUT STEVE 424]	\$169.00
11/9/2022	2986733	GUEST ROOM EXEMPT [RTD FR RM 426 FUCHS, LIAM:RCPT A] [RTD FR RM FUCHS LIAM 426]	\$169.00
11/9/2022	2986737	GUEST ROOM EXEMPT [RTD FR RM 430 SMITH, DUSTIN:RCPT A] [RTD FR RM SMITH DUSTIN 430]	\$169.00
11/9/2022	2986739	GUEST ROOM EXEMPT [RTD FR RM 432 WILSON, ROBBIE:RCPT A] [RTD FR RM WILSON ROBBIE 432]	\$169.00
11/9/2022	2986743	GUEST ROOM EXEMPT [RTD FR RM 436 UTILITIES, LAKE WORTH:RCPT A] [RTD FR RM UTILITIES LAKE WORTH 436]	\$169.00
11/10/2022	2986855	GUEST ROOM EXEMPT [RTD FR RM 100 LAVENTURE, THAD:RCPT A] [RTD FR RM LAVENTURE THAD 100]	\$169.00
11/10/2022	2986859	GUEST ROOM EXEMPT [RTD FR RM 105 CORRALES-BARO, MIGUEL:RCPT A] [RTD FR RM CORRALES-BARO MIGUEL 105]	\$169.00
11/10/2022	2986882	GUEST ROOM EXEMPT [RTD FR RM 205 ELLIOT, TODD:RCPT A] [RTD FR RM ELLIOT TODD 205]	\$169.00
11/10/2022	2986888	GUEST ROOM EXEMPT [RTD FR RM 211 SCOTT, KEVIN:RCPT A] [RTD FR RM SCOTT KEVIN 211]	\$169.00

LAKE WORTH UTILITES

Room No: LWU  
 Arrival Date: 11/7/2022 12:00:00 AM  
 Departure Date: 11/16/2022 12:00:00 AM  
 Adult/Child:  
 Cashier ID: MHAYSMER  
 Room Rate:  
 AL:  
 HH #  
 VAT #  
 Folio No/Che 628106 A

FL 33426

UNITED STATES OF AMERICA

HAMPTON INN & SUITES - BOYNTON BEACH 11/14/2022 12:46:00 PM

DATE	REF NO	DESCRIPTION	CHARGES
11/10/2022	2986889	GUEST ROOM EXEMPT [RTD FR RM 212 SPECKHART, NATHAN:RCPT A] [RTD FR RM SPECKHART NATHAN 212]	\$169.00
11/10/2022	2986890	GUEST ROOM EXEMPT [RTD FR RM 213 MARTIN, TONY:RCPT A] [RTD FR RM MARTIN TONY 213]	\$169.00
11/10/2022	2986891	GUEST ROOM EXEMPT [RTD FR RM 214 OLVERA, ARNOLDO:RCPT A] [RTD FR RM OLVERA ARNOLDO 214]	\$169.00
11/10/2022	2986896	GUEST ROOM EXEMPT [RTD FR RM 220 WEISHAAPT, PAUL:RCPT A] [RTD FR RM WEISHAAPT PAUL 220]	\$169.00
11/10/2022	2986903	GUEST ROOM EXEMPT [RTD FR RM 227 REYES, BENJAMIN:RCPT A] [RTD FR RM REYES BENJAMIN 227]	\$169.00
11/10/2022	2986925	GUEST ROOM EXEMPT [RTD FR RM 309 JENKINS, DAVID:RCPT A] [RTD FR RM JENKINS DAVID 309]	\$169.00
11/10/2022	2986926	GUEST ROOM EXEMPT [RTD FR RM 310 THELEN, JOHN:RCPT A] [RTD FR RM THELEN JOHN 310]	\$169.00
11/10/2022	2986927	GUEST ROOM EXEMPT [RTD FR RM 311 JODWAY, JASON:RCPT A] [RTD FR RM JODWAY JASON 311]	\$169.00
11/10/2022	2986928	GUEST ROOM EXEMPT [RTD FR RM 313 SMITH, CONNOR:RCPT A] [RTD FR RM SMITH CONNOR 313]	\$169.00
11/10/2022	2986930	GUEST ROOM EXEMPT [RTD FR RM 315 SMITH, WADE:RCPT A] [RTD FR RM SMITH WADE 315]	\$169.00
11/10/2022	2986949	GUEST ROOM EXEMPT [RTD FR RM 341 KOONCE, MIKE:RCPT A] [RTD FR RM KOONCE MIKE 341]	\$169.00
11/10/2022	2986957	GUEST ROOM EXEMPT [RTD FR RM 405 LEAMER, VAUGHN:RCPT A] [RTD FR RM LEAMER VAUGHN 405]	\$169.00
11/10/2022	2986959	GUEST ROOM EXEMPT [RTD FR RM 408 GUTIRREZ, ART:RCPT A] [RTD FR RM GUTIRREZ ART 408]	\$169.00
11/10/2022	2986960	GUEST ROOM EXEMPT [RTD FR RM 409 VANBELLE, NATHANIEL:RCPT A] [RTD FR RM VANBELLE NATHANIEL 409]	\$169.00
11/10/2022	2986961	GUEST ROOM EXEMPT [RTD FR RM 411 DICKENS, JOSEF:RCPT A] [RTD FR RM DICKENS JOSEF 411]	\$169.00
11/10/2022	2986963	GUEST ROOM EXEMPT [RTD FR RM 413 NEWELL, TYLER:RCPT A] [RTD FR RM NEWELL TYLER 413]	\$169.00
11/10/2022	2986964	GUEST ROOM EXEMPT [RTD FR RM 414 RELLER, CHRISTIAN:RCPT A] [RTD FR RM RELLER CHRISTIAN 414]	\$169.00
11/10/2022	2986970	GUEST ROOM EXEMPT [RTD FR RM 421 HANEY, DAN:RCPT A] [RTD FR RM HANEY DAN 421]	\$169.00
11/10/2022	2986973	GUEST ROOM EXEMPT [RTD FR RM 424 TROUT, STEVE:RCPT A] [RTD FR RM TROUT STEVE 424]	\$169.00
11/10/2022	2986974	GUEST ROOM EXEMPT [RTD FR RM 426 FUCHS, LIAM:RCPT A] [RTD FR RM FUCHS LIAM 426]	\$169.00
11/10/2022	2986977	GUEST ROOM EXEMPT [RTD FR RM 430 SMITH, DUSTIN:RCPT A] [RTD FR RM SMITH DUSTIN 430]	\$169.00

LAKE WORTH UTILITES

Room No: LWU  
 Arrival Date: 11/7/2022 12:00:00 AM  
 Departure Date: 11/16/2022 12:00:00 AM  
 Adult/Child:  
 Cashier ID: MHAYSMER  
 Room Rate:  
 AL:  
 HH #  
 VAT #  
 Folio No/Che 628106 A

FL 33426

UNITED STATES OF AMERICA

HAMPTON INN & SUITES - BOYNTON BEACH 11/14/2022 12:46:00 PM

DATE	REF NO	DESCRIPTION	CHARGES
11/11/2022	2987061	VS *9288	(\$5,000.00)
**BALANCE**			\$6,154.00

CREDIT CARD DETAIL

APPR CODE	050757	MERCHANT ID	835800867700
CARD NUMBER	VS *9288	EXP DATE	10/23
TRANSACTION ID	2987061	TRANS TYPE	Sale



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11-10-22

<b>Thomas Mckee</b> 7 N Dixie Hwy Lake Worth FL 33461 United States	Folio No. : A/R Number : Group Code : <b>LWB</b> Company : Membership No. : Invoice No. :	Room No. : <b>317</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>47051254</b> Rate Code : <b>IGCOR</b> Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Express & Suites Boynton  
 2001 W. Ocean Drive  
 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635



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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. :		Room No. :	<b>316</b>
	A/R Number :		Arrival :	<b>11-09-22</b>
	Group Code :	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company :		Conf. No. :	<b>22328672</b>
	Membership No. :		Rate Code :	<b>IGCOR</b>
	Invoice No. :		Page No. :	<b>1 of 1</b>

Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

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Holiday Inn Express & Suites Boynton  
 2001 W. Ocean Drive  
 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635

Owned by Boynton Holdings, LLc and is Operated by Interessant Hotels & Resorts Management.



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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. :		Room No. :	<b>314</b>
	A/R Number :		Arrival :	<b>11-09-22</b>
	Group Code :	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company :		Conf. No. :	<b>47186556</b>
	Membership No. :		Rate Code :	<b>IGCOR</b>
	Invoice No. :		Page No. :	<b>1 of 1</b>

Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

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 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635





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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. :		Room No. :	<b>313</b>
	A/R Number :		Arrival :	<b>11-09-22</b>
	Group Code :	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company :		Conf. No. :	<b>43859213</b>
	Membership No. :		Rate Code :	<b>IGCOR</b>
	Invoice No. :		Page No. :	<b>1 of 1</b>

Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

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 2001 W. Ocean Drive  
 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635



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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. :		Room No. :	<b>311</b>
	A/R Number :		Arrival :	<b>11-09-22</b>
	Group Code :	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company :		Conf. No. :	<b>27417921</b>
	Membership No. :		Rate Code :	
	Invoice No. :		Page No. :	<b>1 of 1</b>

Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

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 2001 W. Ocean Drive  
 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635





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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. : A/R Number : Group Code : <b>LWB</b> Company : Membership No. : Invoice No. :	Room No. : <b>309</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>42180506</b> Rate Code : Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

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 2001 W. Ocean Drive  
 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635



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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. : A/R Number : Group Code : <b>LWB</b> Company : Membership No. : Invoice No. :	Room No. : <b>306</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>45214476</b> Rate Code : <b>IGCOR</b> Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

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 2001 W. Ocean Drive  
 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635



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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. :		Room No. :	<b>235</b>
	A/R Number :		Arrival :	<b>11-09-22</b>
	Group Code :	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company :		Conf. No. :	<b>21313317</b>
	Membership No. :		Rate Code :	
	Invoice No. :		Page No. :	<b>1 of 1</b>

Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Express & Suites Boynton  
 2001 W. Ocean Drive  
 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635





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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. : A/R Number : Group Code : <b>LWB</b> Company : Membership No. : Invoice No. :	Room No. : <b>232</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>26129239</b> Rate Code : Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

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 Telephone: 561-736-2634 Fax: 561-736-2635



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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. : A/R Number : Group Code : <b>LWB</b> Company : Membership No. : Invoice No. :	Room No. : <b>222</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>49947359</b> Rate Code : Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

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 Boynton Beach, FL 33426  
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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. : A/R Number : Group Code : <b>LWB</b> Company : Membership No. : Invoice No. :	Room No. : <b>214</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>23312306</b> Rate Code : Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Express & Suites Boynton  
 2001 W. Ocean Drive  
 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635





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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. : A/R Number : Group Code : <b>LWB</b> Company : Membership No. : Invoice No. :	Room No. : <b>213</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>48488132</b> Rate Code : Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

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 Telephone: 561-736-2634 Fax: 561-736-2635



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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. :		Room No. :	<b>103</b>
	A/R Number :		Arrival :	<b>11-09-22</b>
	Group Code :	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company :		Conf. No. :	<b>44144733</b>
	Membership No. :		Rate Code :	<b>IGCOR</b>
	Invoice No. :		Page No. :	<b>1 of 1</b>

Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

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 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635





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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. :	<b>49930</b>	Room No. :	<b>430</b>
	A/R Number :		Arrival :	<b>11-09-22</b>
	Group Code :	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company :		Conf. No. :	<b>46987959</b>
	Membership No. :		Rate Code :	
	Invoice No. :		Page No. :	<b>1 of 1</b>

Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
11-10-22	Visa XXXXXXXXXXXXXXX2382		159.00
<b>Total</b>		<b>159.00</b>	<b>159.00</b>
<b>Balance</b>		<b>0.00</b>	

**Guest Signature:** \_\_\_\_\_  
 I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

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 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635



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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. : A/R Number : Group Code : <b>LWB</b> Company : Membership No. : Invoice No. :	Room No. : <b>430</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>46987959</b> Rate Code : Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

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 Boynton Beach, FL 33426  
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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. : <b>49929</b> A/R Number : Group Code : <b>LWB</b> Company : Membership No. : Invoice No. :	Room No. : <b>322</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>48909026</b> Rate Code : <b>IGCOR</b> Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
11-10-22	Visa XXXXXXXXXXXXX0060		159.00
<b>Total</b>		<b>159.00</b>	<b>159.00</b>
<b>Balance</b>		<b>0.00</b>	

**Guest Signature:** \_\_\_\_\_

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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. : A/R Number : Group Code : <b>LWB</b> Company : Membership No. : Invoice No. :	Room No. : <b>318</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>46087974</b> Rate Code : <b>APARP</b> Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No.	:		Room No. :	<b>424</b>
	A/R Number	:		Arrival :	<b>11-09-22</b>
	Group Code	:	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company	:		Conf. No. :	<b>49411847</b>
	Membership No.	:	<b>PC 235050244</b>	Rate Code :	<b>APARP</b>
	Invoice No.	:		Page No. :	<b>1 of 1</b>

Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - <a href="http://www.ihgrewardsclub.com/review">www.ihgrewardsclub.com/review</a> . We look forward to welcoming you back soon.		<b>Total</b>	<b>159.00</b>
		<b>Balance</b>	<b>159.00</b>

**Guest Signature:** \_\_\_\_\_

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 Telephone: 561-736-2634 Fax: 561-736-2635



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11-10-22

<b>Thomas Mckee</b> 7 N Dixie Hwy Lake Worth FL 33461 United States	Folio No. :		Room No. :	<b>420</b>
	A/R Number :		Arrival :	<b>11-09-22</b>
	Group Code :	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company :		Conf. No. :	<b>45631856</b>
	Membership No. :	<b>PC 235050244</b>	Rate Code :	<b>APARP</b>
	Invoice No. :		Page No. :	<b>1 of 1</b>

Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - <a href="http://www.ihgwardsclub.com/review">www.ihgwardsclub.com/review</a> . We look forward to welcoming you back soon.		<b>Total</b>	<b>159.00</b>
		<b>Balance</b>	<b>159.00</b>

**Guest Signature:** \_\_\_\_\_

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 2001 W. Ocean Drive  
 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635





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11-10-22

<b>Thomas Mckee</b> 7 N Dixie Hwy Lake Worth FL 33461 United States	Folio No. : A/R Number : Group Code : <b>LWB</b> Company : Membership No. : <b>PC 235050244</b> Invoice No. :	Room No. : <b>418</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>27273550</b> Rate Code : <b>APARP</b> Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - <a href="http://www.ihgwardsclub.com/review">www.ihgwardsclub.com/review</a> . We look forward to welcoming you back soon.		<b>Total</b>	<b>159.00</b>
		<b>Balance</b>	<b>159.00</b>

**Guest Signature:** \_\_\_\_\_

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 2001 W. Ocean Drive  
 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635





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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. : A/R Number : Group Code : <b>LWB</b> Company : Membership No. : <b>PC 235050244</b> Invoice No. :	Room No. : <b>414</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>43357414</b> Rate Code : Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - <a href="http://www.ihgrewardsclub.com/review">www.ihgrewardsclub.com/review</a> . We look forward to welcoming you back soon.		<b>Total</b>	<b>159.00</b>
		<b>Balance</b>	<b>159.00</b>

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 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635



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11-10-22

<b>Thomas Mckee</b> 7 N Dixie Hwy Lake Worth FL 33461 United States	Folio No. :		Room No. :	<b>413</b>
	A/R Number :		Arrival :	<b>11-09-22</b>
	Group Code :	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company :		Conf. No. :	<b>45228341</b>
	Membership No. :	<b>PC 235050244</b>	Rate Code :	<b>IGCOR</b>
	Invoice No. :		Page No. :	<b>1 of 1</b>

Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - <a href="http://www.ihgrewardsclub.com/review">www.ihgrewardsclub.com/review</a> . We look forward to welcoming you back soon.		<b>Total</b>	<b>159.00</b>
		<b>Balance</b>	<b>159.00</b>

**Guest Signature:** \_\_\_\_\_

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 Telephone: 561-736-2634 Fax: 561-736-2635



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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. :		Room No. :	<b>412</b>
	A/R Number :		Arrival :	<b>11-09-22</b>
	Group Code :	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company :		Conf. No. :	<b>25113690</b>
	Membership No. :	<b>PC 235050244</b>	Rate Code :	<b>APARP</b>
	Invoice No. :		Page No. :	<b>1 of 1</b>

Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - <a href="http://www.ihgwardsclub.com/review">www.ihgwardsclub.com/review</a> . We look forward to welcoming you back soon.		<b>Total</b>	<b>159.00</b>
		<b>Balance</b>	<b>159.00</b>

**Guest Signature:** \_\_\_\_\_  
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Owned by Boynton Holdings, LLc and is Operated by Interessant Hotels & Resorts Management.





*Holiday Inn Express & Suites Boynton*  
**Enrollment Summary**

11-10-22  
10:35

Name:	Thomas Mckee
Address Type:	Home
Address:	7 N Dixie Hwy Lake Worth, FL 33461
Phone:	5614932530 (HOME)
Mobile:	
Email:	tmckee@lakeworthbeachfl.gov (EMAIL)
Country Code:	US
Nationality:	
Country of Residence:	
Preferred Room Type:	
Smoking Preference:	
Membership Program /Number	PC / 235050244
Alliance Code / Number:	None



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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. : A/R Number : Group Code : <b>LWB</b> Company : Membership No. : Invoice No. :	Room No. : <b>411</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>29956775</b> Rate Code : <b>IGCOR</b> Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

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 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635



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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. :		Room No. :	<b>410</b>
	A/R Number :		Arrival :	<b>11-09-22</b>
	Group Code :	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company :		Conf. No. :	<b>28864051</b>
	Membership No. :		Rate Code :	<b>IGCOR</b>
	Invoice No. :		Page No. :	<b>1 of 1</b>

Date	Description		Charges	Credits
11-09-22	*Accommodation		159.00	
		<b>Total</b>	<b>159.00</b>	<b>0.00</b>
		<b>Balance</b>	<b>159.00</b>	

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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. :		Room No. :	<b>404</b>
	A/R Number :		Arrival :	<b>11-09-22</b>
	Group Code :	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company :		Conf. No. :	<b>44135930</b>
	Membership No. :		Rate Code :	<b>APARP</b>
	Invoice No. :		Page No. :	<b>1 of 1</b>

Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_  
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 Telephone: 561-736-2634 Fax: 561-736-2635





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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. : <b>49935</b> A/R Number : Group Code : <b>LWB</b> Company : Membership No. : Invoice No. :	Room No. : <b>403</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>27791017</b> Rate Code : <b>IGCOR</b> Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
11-10-22	Visa XXXXXXXXXXXXX0060		159.00
<b>Total</b>		<b>159.00</b>	<b>159.00</b>
<b>Balance</b>		<b>0.00</b>	

**Guest Signature:** \_\_\_\_\_

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 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635



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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No. : A/R Number : Group Code : <b>LWB</b> Company : Membership No. : Invoice No. :	Room No. : <b>401</b> Arrival : <b>11-09-22</b> Departure : <b>11-10-22</b> Conf. No. : <b>44757392</b> Rate Code : <b>IGCOR</b> Page No. : <b>1 of 1</b>
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Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Express & Suites Boynton  
 2001 W. Ocean Drive  
 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635



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11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No.	:		Room No. :	<b>335</b>
	A/R Number	:		Arrival :	<b>11-09-22</b>
	Group Code	:	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company	:		Conf. No. :	<b>43063285</b>
	Membership No.	:		Rate Code :	<b>IGCOR</b>
	Invoice No.	:		Page No. :	<b>1 of 1</b>

Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
<b>Total</b>		<b>159.00</b>	<b>0.00</b>
<b>Balance</b>		<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Express & Suites Boynton  
 2001 W. Ocean Drive  
 Boynton Beach, FL 33426  
 Telephone: 561-736-2634 Fax: 561-736-2635

Owned by Boynton Holdings, LLC and is Operated by Interessant Hotels & Resorts Management.





55

11-10-22

<b>Thomas Mckee</b> <b>7 N Dixie Hwy</b> <b>Lake Worth FL 33461</b> <b>United States</b>	Folio No.	:		Room No. :	<b>324</b>
	A/R Number	:		Arrival :	<b>11-09-22</b>
	Group Code	:	<b>LWB</b>	Departure :	<b>11-10-22</b>
	Company	:		Conf. No. :	<b>28911873</b>
	Membership No.	:		Rate Code :	<b>IGCOR</b>
	Invoice No.	:		Page No. :	<b>1 of 1</b>

Date	Description	Charges	Credits
11-09-22	*Accommodation	159.00	
	<b>Total</b>	<b>159.00</b>	<b>0.00</b>
	<b>Balance</b>	<b>159.00</b>	

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

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911 North 2nd Street  
Fort pierce, FL 34950  
Phone: (772) 461-2300  
Fax: (772) 595-0843  
palmdaleoil.com

# Quote

DATE	11/9/2022
INVOICE #	Quote

**SOLD TO:**

City of Lake Work Beach

**SHIP TO**

City of Lake Work Beach  
Project #ND013  
4601 Davis Rd  
Lake Worth, FL 33461

PO NUMBER	ACCOUNT NO	SHIP VIA	SALES ID	BOL	SHIPPING TERMS
ND012					

PRODUCT CODE	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	Hourly Rate	5	150.00	750.00
	Drive Time	0.5	150.00	75.00
	On Road Diesel	1000	4.3450	4,345.00

SUBTOTAL	5,170.00
TAX	-
SHIPPING	-
OTHER	-
<b>TOTAL</b>	<b>\$ 5,170.00</b>

Comments or Special Instructions

Sandy James Productions, Inc.  
 700 Florida Mango Rd.  
 West Palm Beach, FL 33406  
 (561) 366-0012  
 Info@SandyJames.net

for: Invoice # E16494  
 on: Thursday, November 10, 2022

## City of Lake Worth Beach

City of Lake Worth Beach  
 17 South M St.  
 Lake Worth Beach, FL 33460

# Invoice

Event held on Thursday, November 10, 2022

100	Boxed Lunch @ 17.95	1,795.00
1	Delivery Fee @ 200.00	200.00
Subtotal		1,995.00
Production Fee		339.15
Taxes		0.00
Total		2,334.15
Paid		2,334.15
Balance		0.00

Pay Method		Card Number	
Card Type			
Card Holder		Expires	
Signature		Tip	0.00

PAYMENTS MADE

Payment	Date	Method
2,334.15	11/11/2022 12:00	Credit Card

SUMMARY OF CHARGES

Total Order Value: 2,334.15

If you would like to hold this date on our calendar, please pay a deposit of \$0.00 by NA. A final guest count needs to be provided 72 hours before your event.

You may pay for your deposit and event by:

1) Check addressed to:

SandyJames Productions, INC.  
700 Florida Mango Rd.  
West Palm Beach, FL 33406

2) Secure credit card payment link; please request this from your coordinator.

3) Or by filling out the following form for credit card authorization:

CC#

\_\_\_\_\_

Exp Date:

\_\_\_\_\_

Security Code:

\_\_\_\_\_

Name on Card:

\_\_\_\_\_

Billing Address:

\_\_\_\_\_

\_\_\_\_\_

I, \_\_\_\_\_ authorize SandyJames Productions to charge

The above card in the amount of \_\_\_\_\_. Additional approval must be given for charges over this amount.

Signature: \_\_\_\_\_

Indemnification

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and



agents, such individuals are acting within the scope of their employment or agency, as applicable.

#### Gratuity

If you are satisfied with the level of quality and service from our staff, you may show them appreciation in the form of a gratuity payable to SandyJames Productions on the day of the event with cash, check or credit card. We distribute the gratuity to our staff so everyone receives an equitable amount.

#### Facility Fees

You may be required to pay a facility fee and/or a food & beverage surcharge by the location you have chosen.

#### Menu Price

Pricing is subject to change based on fair market value. Should unforeseen circumstances create product scarcity which results in major price fluctuation; Sandy James reserves the right to adjust the charges and/or menu items accordingly.

#### Production Fee

The Production fee covers overall operational expenses such as general liability insurance, workers compensation, licenses, administration, maintenance and payroll taxes.

#### Alcohol Consumption

SandyJames Productions will not permit the consumption of alcohol beverages by any person under the age of 21 years. For events having guests under the age of 21 it is the responsibility of the client to properly chaperon those minors, and to ensure that they do not obtain alcohol by any means.

#### Tax Exemption

If your organization is tax exempt, a copy of your Florida State tax exemption certificate must be provided to SandyJames Productions prior to the event.

#### Staffing Charges

The proposed charges listed are an estimate based on the scheduled event time. Final charges will reflect the 5 hour minimum or actual number of hours worked; which ever is higher. Should the scheduled event time be affected by a change to the agenda, early or late arrival of your guests or an extension of the end time; overtime charges will be assessed.

#### Costs

All costs, expenses, and expenditures including, without limitation, the complete legal costs incurred by enforcing this agreement will be added to the principal then outstanding and will immediately be paid by the client to SandyJames Productions.

#### FORCE MAJEURE

The performance of this Agreement by either party, in part or in full, is subject to events or occurrences beyond their control such as, but not limited to, the following: Acts of God, war, threat of war, disasters, earthquakes, hurricanes, strikes or threat of strikes, acts of or threats of terrorist (including increase in

color-coded threat levels from the time contract is signed), acts of foreign enemies, curtailment of transportation services or facilities that prevents or delays 25% of meeting attendees from attending, disease outbreak with specific warnings by the World Health Organization, US State Department, Centers for Disease Control or Department of Homeland Security advising against travel to the host destination or intervening cause beyond the control of either party making it illegal, impossible or commercially impracticable to hold the meeting, or which materially impairs the ability of Group to perform under this Agreement. It is provided that this Agreement may be terminated without liability for any one or more of the above reasons by written notice from one party to the other, in which case all deposits any prepayments promptly will be returned to Group.

I have read the above contract and agree to the terms and conditions as well as any terms and conditions on any contract addendum's which I may sign.

Client: \_\_\_\_\_

Date: \_\_\_\_\_

Sales Rep: Gustavo Pena

Date: 11/22/2022

**Thank you for considering us for catering your upcoming function. Please let us know if you have any questions concerning any of the items on this proposal.**

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** January 31, 2023

**DEPARTMENT:** Electric Utility

**TITLE:**

Discussion of grant opportunities - Bi-partisan Infrastructure law Topic Area 1 (Grid Resilience) and Topic Area 2 (Smart Grid)

**SUMMARY:**

The City of Lake Worth Beach Electric Utility is to inform the City Commission of the various grant funding opportunity and direction concerning to applying for Department of Energy (DOE) Grid Deployment Office (GDO) Office of Clean Energy Demonstrations (OCED) Grid Resilience and Innovation Partnerships for Topic Area 1 Grid Resilience Grants, and for Topic Area 2 Smart Grid Grants, both under Funding Opportunity Announcement Number: DE-FOA-0002740.

This funding opportunity has **historical significance** as the first Bi-Partisan Infrastructure Law (BIL) of its kind and is described by GDO as a once in a generation investment in infrastructure for Disadvantaged Communities (DACs).

**BACKGROUND AND JUSTIFICATION:**

The Department of Energy DOE Grid Deployment Office (GDO), in conjunction with the Office of Clean Energy Demonstrations (OCED), issued a Funding Opportunity Announcement (FOA). Awards made under this FOA will be funded, in whole or in part, with funds appropriated by the Infrastructure Investment and Jobs Act1 (IIJA), also more commonly known as the Bipartisan Infrastructure Law (BIL). The BIL is a once-in-a-generation investment in infrastructure, designed to modernize and upgrade American infrastructure to enhance U.S. competitiveness, driving the creation of good-paying union jobs, tackling the climate crisis, and ensuring stronger access to economic, environmental, and other benefits for disadvantaged communities (DACs).

The DOE grant funding, if awarded, presents an opportunity for the City of Lake Worth Beach to supplement the existing Bond funds to continue the System Hardening and Reliability Infrastructure project. Additionally, the associated grant funding could reduce the need and/or frequency of future bond fund requests.

**Topic Area 1** funding will be used to supplement the replacement of aging grid infrastructure that is vulnerable to the increasing frequency of extreme weather events is leading to energy supply disruptions that threaten the economy, put public health and safety at risk, and can devastate affected communities all over the country. Climate change is increasing the threats to our power system infrastructure. Disruptive weather events are more intense in terms of temperature extremes and precipitation and are becoming broader in scope and affecting larger areas at a time. Other climate impacts like droughts are long-lasting, compounding the potential impact of disruptive events and increasing other threats such as wildfires, floods, and mudslides have the potential to damage the aging grid infrastructure. Previous methods and approaches to prepare or disruptions are no longer sufficient to meet the increasing threats to the power system due to climate change. Increasing interdependencies between critical infrastructure systems will continue to impact our power system. The cost match for eligible entity that sells not more than 4,000,000 megawatt hours of electricity per year shall be 1/3 of the grant. City of Lake Worth Beach has 455,554 MWH in electric sales annually.

**Topic Area 2** funding will be used to supplement the replacement of aging grid infrastructure that is vulnerable to the increasing frequency of extreme weather events is leading to energy supply disruptions that threaten the economy, put public health and safety at risk, and can devastate affected communities

all over the country. Climate change is increasing the threats to our power system infrastructure. Disruptive weather events are more intense in terms of temperature extremes and precipitation and are becoming broader in scope and affecting larger areas at a time. Other climate impacts like droughts are long-lasting, compounding the potential impact of disruptive events and increasing other threats such as wildfires, floods, and mudslides have the potential to damage the aging grid infrastructure. Previous methods and approaches to prepare or disruptions are no longer sufficient to meet the increasing threats to the power system due to climate change. Increasing interdependencies between critical infrastructure systems will continue to impact our power system.

As part of the Bipartisan Infrastructure Law, DOE expects to make a total of approximately \$3.9 Billion of federal funding, available for new awards, subject to the availability of appropriated funds. DOE anticipates making approximately 40-100 awards under this funding opportunity.

Topic Area 1 Grid Resilience Grants seeks to award \$918 Million with a performance period of 60 months.

A Topic Area 2 Smart Grid GRANT would support a series of seven (7) infrastructure upgrade initiatives designed to transform the community's electrical grid and reduce its vulnerability to climate change. These initiatives have been coordinated and assembled into a cohesive strategy for funding and executing these upgrades. Each of the initiatives has an existing scope and timing prior to the GRIP funding, but with GRIP funding we will be able to increase the pace and scope of each initiative beyond what we could have accomplished without it. Each of the initiatives below is an eligible project and cost under the GRIP funding opportunity.

- **Increasing transmission capacity** and operational transfer capacity. to provide more robust connections to our single radial transmission line tap by adding a new interconnection to the statewide high voltage transmission grid with improved protection capabilities, redundant power flow paths, and backup autonomous switching for power restoration. Currently, our sole transmission line tap, which is 50 years old, puts the city at much greater overall risk of experiencing an outage, and recent storms have caused city-wide problems precisely because there is only a single line.
- **Improving the visibility of the electrical system and recover autonomously.** The City plans to add 60+ reclosers and other sectionalizing devices, including load flow sensors, to autonomously rebalance the electrical system. This will drastically improve the reliability and timing of outages for customer through minimization of distribution system segment lengths and exact data return from the field for the system operators. This will also improve response time to identify and reach the exact area of problem.
- **Enhance secure communication and data flow between distribution components.** The City will add utility-owned dedicated fiber to/from each of our stations and remote line devices to enhance the reliability and security of the data in our system, as primary data to operations will change from radio to fiber optic.
- **Anticipate and mitigate the impacts of extreme weather or natural disaster on grid resiliency.** In light of our significant storm risk, the City plans to prevent hurricane and tropical storm damage by upgrading our existing 1970's radial transmission line to meet newer Category 5 storm wind loading requirements, and add animal protection on a large scale to prevent vegetation, bird, iguana, and other animal related outages, especially at substations.
- **Integration of distributed energy resources and devices to provide system benefits** such as renewable energy resources and electric vehicle charging infrastructure. Our Integrated Resource Plan (IRP) calls for us to consider a large battery storage facility to provide the ability to deliver night-time power using our growing solar portfolio while also serving to reduce and one day eliminate generating electricity from fossil fuels during the day.
- **Improve grid visibility and condition** to facilitate more efficient and accurate system-related decisions. To better enable grid operators to regulate the system, we plan to install an Advanced Metering Infrastructure (AMI) System across the entire service territory. Grid Benefit: The AMI

System would improve outage identification and restoration times, while providing customers with real-time consumption data to aid in energy conservation measures. In our current system, due to the unreliable technology and limited functionality, system operations are frequently impacted by weather events, outages, or partial outages and technicians cannot always determine quickly which customers have had electricity service restored. With new technology to identify and isolate faults, grid operators will be able to facilitate a quick response.

- **Improve grid-related decision making based upon historical and real-time system data.** The City will also install a Meter Data Management (MDM) System to collect, organize and retain all valuable data points well beyond current archival/retention capabilities to facilitate more efficient and accurate grid-related decisions and energy usage analysis. Grid Benefit: System events could be easily categorized, analyzed, and retained for continuous improvement processes related to reliability and system operation. We envision this as a significant future benefit in understanding and managing our community's power usage.

### **Projects Total**

The projects which will be submitted for consideration under Topic Area 1 total **\$70 Million** and will be selected from City's list of projects contemplated under its System Hardening and Reliability Improvement Program (SHRIP). City has matching funds available from bond proceeds derived from the Series 2020 and 2022 Consolidated Utility Revenue Bonds.

The seven projects which will be submitted for consideration under Topic Area 2 total **\$50 Million** and will be include the City's list of projects areas described above. The City has matching funds available from bond proceeds derived from the Series 2020 and 2022 Consolidated Utility Revenue Bonds, although additional funding beyond what we currently have in bind funds may be required.

### **Cost Match Example:**

- o Topic Area 1 requires small utilities to match 33% of the amount awarded.
- o **Example:** \$30 Million is awarded.
- o The City cost match amount would be \$10 Million to be contributed incrementally throughout the performance period of 60 months.
- o For Topic Area 2, the cost share must be at least 50% of the total project costs.
- o **Example** \$50 Million is awarded.
- o The City cost share amount would be \$25 Million to be contributed incrementally throughout the performance period of 60 months.

### **Cost Matching:**

DOE requires prime recipients to contribute the cost share amount incrementally over the life of the award. Specifically, the prime recipient's cost share for each billing period must always reflect the overall cost share ratio negotiated by the parties (i.e., the total amount of cost sharing on each invoice when considered cumulatively with previous invoices must reflect, at a minimum, the cost sharing percentage negotiated).

**Application Deadline:** For Topic Area 1 the deadline for submittal of applications under this grant is April 6, 2023. For Topic Area 2 the deadline for submittal of applications under this grant is March 17, 2023. City has already taken the non-binding first step of submitting a Concept Paper to DOE for both Topic Areas in anticipation of applying for the grants. If this item is approved, the City will engage its grant consultant, Grant Management Associates ("GMA"), to prepare all the application documentation. GMA has provided a quote of \$39,784.50 for Topic Area 1 and \$44,268.00 for Topic Area 2 to complete the grant application by the application deadline.

**MOTION:**

Move to approve/disapprove the preparation and submittal of City's application to the Department of Energy (DOE) Grid Deployment Office (GDO) Office of Clean Energy Demonstrations (OCED) Funding Opportunity for Grid Resilience and Innovation Partnerships (GRIP) Topic Area 1 (Grid Resilience) and to approve the application for Department of Energy, Grid Deployment Office (GDO) Funding Opportunity Announcement Grid Resilience and Innovation Partnerships (GRIP) Topic Area 2 (Smart Grid).

**ATTACHMENT(S):**

Fiscal Impact Analysis - N/A  
Topic Area 1 Concept Paper  
Topic Area 2 Concept Paper



# System Hardening & Reliability Improvement Program (SHRIP)

A Concept Paper in response to Department of Energy's:  
**Funding Opportunity Announcement (FOA) Number: DE-FOA-0002740**  
FOA Topic Section 40101(c): Grid Resilience Grants

## Topic Area 1

### Senior/Key Personnel

Edward Liberty Director, City of Lake Worth Beach Utility (CLWBU)  
Brian King Assistant Director, CLWBU  
Michael Jenkins, Energy Delivery Manager, CLWBU  
Jean St Simon – Distribution Engineering, CLWBU  
David Martyniuk – Transmission and Substation Engineering, CLWBU

### Technical Point of Contact

Jason Bailey, Asst. Director, CLWBU | [jbailey@lakeworthbeachfl.gov](mailto:jbailey@lakeworthbeachfl.gov)

### Business Point of Contact

Alyssa Kirk, CLWBU | [akirk@lakeworthbeachfl.gov](mailto:akirk@lakeworthbeachfl.gov)

### Project Location

City of Lake Worth Beach Electric Utility  
1900 2<sup>nd</sup> Avenue, Lake Worth Beach Florida 33461

Upgrade and modernization initiatives will occur at various locations throughout the City.

The iguana on the cover was responsible for a system outages as seen on CNN.

This application does not contain any confidential information.

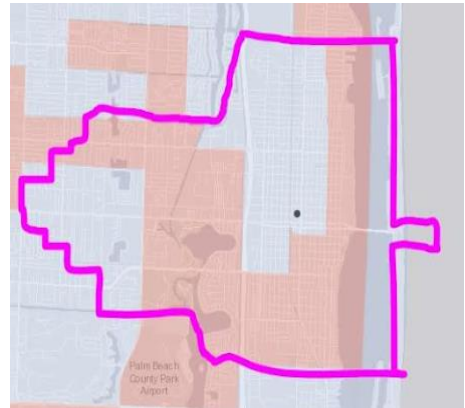




## Lake Worth Beach – GRIP Topic 1 Project and/or Technology Description

### How the project addresses the topic area’s eligible uses and technical approaches.

Unlike most cities in surrounding areas, the City of Lake Worth Beach (the “City”) does not use the nearby investor-owned utility, Florida Power and Light (FP&L), for its electric provider. Instead, the City owns and operates its own small utility<sup>1</sup> electric company (“City of Lake Worth Beach Electric Utility” or CLWBU). CLWBU sources approximately half of its electricity needs from its owned aged power plant combined with ownership interests in larger power plants statewide, with the other half of its needs being met from a contract which Orlando Utility Commission, also a municipal electrical utility in Florida. CLWBU’s fuel mix is approximately 38% nuclear and solar with the remainder coming from fossil fuels. CLWBU’s reliance of fossil fuels is expected to decrease significantly by 2026 as deliveries of solar energy under already executed contracts begin and its aged fossil-fueled plants are retired.



*Figure 1 Lake Worth Beach electric service area showing disadvantaged communities in red/pink*

The system provides electricity to the City of Lake Worth Beach, a community where in 2019 **27.4%** of residents were considered impoverished, which is more than twice the countywide average of 12.0% and nearly double the Florida average of 12.4%. Average kWh growth over the last 10 years has been 1.555% annually.

The City’s outdated transmission and distribution systems are so degraded that in 2019 there were 473 outages (4,188,894 minutes of customer interruption, 61,168 minutes of outages). This improved slightly in 2021 with only 326 outages (3,663,672 minutes of customer interruption, 34,948 minutes of outages). See Table 1 below. Unsurprisingly, the City has the worst electric system reliability numbers in the state. The state of this system illustrates a critical need to recruit and hire STEM (science, technology, engineering and math) skilled workers for key positions

related to system design, engineering, operations and maintenance, which this project will accomplish (see the Community Benefits

CLWBU GRID RELIABILITY	Customers Affected	Breaker Operations	Customer Momentary Events	Minutes of Outages	Customer Minutes of Interruption	Outages
<b>YTD 11/2022</b>	44,048	84	112,623	33,521	1,437,749	289
<b>2021</b>	107,050	79	159,035	34,948	3,663,672	326
<b>2020</b>	78,165	83	124,874	61,168	4,188,894	473
<b>2019</b>	55,697	65	130,535	48,606	2,240,495	390

*Table 1 CLWBU Grid Reliability 2019-2022*

<sup>1</sup> Small utility is defined as an entity that sell no more than 4,000,000 MWh of electricity per year.

Plan). Furthermore, it is well documented that extended disruptions to the electric grid have serious consequences to public health and safety, national security and civil unrest. To provide reliable clean energy, every aspect of the City's electric infrastructure needs to be replaced, transformed and/or modernized. In response, the City has leveraged private sector and non-federal public capital. The City Commissioners approved two (2) rounds of municipal bond funding since 2019. The approved bonds combined with capital budget allocations launched the \$85 million System Hardening and Reliability Improvement Project (**SHRIP**) in October 2019 which is currently in full progress. The City has completed one (1) substation to a new switchyard, new hardware and control vault for our Main Yard substation, and about fifteen percent (15%) of hardening to our distribution network. These long-range multi-year capital improvement plans, focus on providing the most consequential system needs, as well as creating meaningful and robust engineering and technology opportunities. Without DOE GRIP support, these planned upgrades are projected to take **10-20** years to fully complete. With GRIP support, we anticipate reducing the time to completion of the entire SHRIP to **5** years.

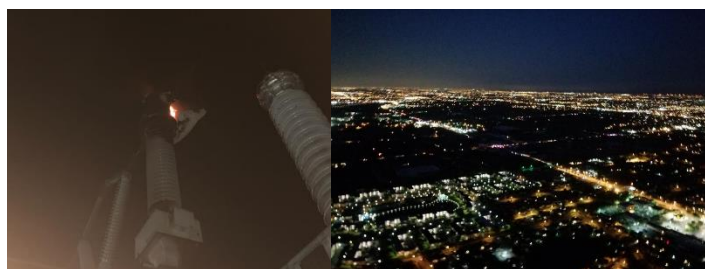


Figure 2 A fire on a single transmission line's metering CT (left) caused a city-wide blackout (right)

The City is seeking federal investment for Grid Resilience (BIL section 40101(c)) to support a series of ten (10) infrastructure upgrade initiatives that together will transform the community's electrical grid and reduce its vulnerability to climate change. These initiatives have been coordinated and assembled into a cohesive strategy for funding and

executing these upgrades under a singular project called the **System Hardening and Reliability Improvement Project (SHRIP)**. Each of the initiatives comprising **SHRIP** has an existing scope and timing prior to the GRIP funding, and with GRIP funding we will be able to increase the pace and scope of each initiative beyond what we could have accomplished without the GRIP funding. Each of the initiatives below is an eligible project and cost under the GRIP funding opportunity.

- **Upgrading Substations to Regulated Switch Stations.** Replace antiquated substations with transformers beyond life expectancy for new switchyards in conjunction with distribution voltage conversions from 4kV to 26.4kV. *Grid Benefit:* Creates redundancy improving reliability, reduces fault current, and corrects voltage imbalances. Additionally, converting to lower amounts of oil type equipment and utilizing environmentally friendly cooling liquid such as FR3.
- **Voltage Conversion - Step up.** Voltage conversion transforms the distribution system to operate at a larger voltage while reducing the current. This eliminates any possible overloading of the distribution system and reduces outages. *Grid Benefit:* Enables significant community resilience and is consistent with distribution grid needs to improve infrastructure to provide underserved and disadvantaged communities with reliable and flexible electric service.

- **Re-conductor.** Replacement of old overhead conductors to increase power delivery while addressing possible future shifts in loads on the distribution system. *Grid Benefit:* Reduces disruptive events in provided electricity available to customers when it is needed most. See Figure 3.
- **Underground Distribution Replacement.** Replacing directly buried, 40-year old existing underground conductors. *Grid Benefit:* Replacing old and unprotected underground conductors to eliminate the innovated risk and modernize the delivery of reliable energy.
- **The Relocation of Power Lines, 18th – Move to Street – No Access.** Relocation of sub-transmission and distribution power lines from backyards to street fronts in residential neighborhoods. *Grid Benefit:* Reducing repair time and cost, risk of health and safety to line crew during disruption events caused by severe weather events.
- **Undergrounding Distribution System at Substations.** Undergrounding the distribution feeder to harden and reduce disruption events at substations. *Grid Benefit:* Reduces risk to health and safety of line crew during maintenance and repair, and reduces disruptions events for power lines and substations during extreme weather events.
- **Adaptive Protection Technologies, Reactors, Regulators, Pole mount Reclosers, Cap Banks.** To add this equipment in to all new switchyards and improve the existing substations with this new equipment for resilience. *Grid Benefit:* Reactors will improve fault reduction, regulators help with voltage control, single phase reclosing to reduce customers effected, and capacitors to improve power quality to all new switchyards.
- **Intracoastal Submariner Cable Replacement.** Replace antiquated, 50-year old existing submariner electrical cable that is submerged under the Intra-coastal waterway. *Grid Benefit:* Addresses the grid needs of replacing submarine aging infrastructure to enable significant community resilience.
- **Undergrounding to Hypoluxo.** To underground the overhead radial transmission line to increase reliability. *Grid Benefit:* The major benefit is to reduce **flight path concerns**, and **vehicle/train derailment concerns as well as reduce damage during weather events.**
- **Vegetation.** Tree trimming is actively performed to contribute to system hardening throughout the year to mitigate any outages caused by over-grown trees, other vegetation, or animal. *Grid Benefit:* Managing vegetation around critical infrastructure is a preventative measure which helps reduce the likelihood of a disruption event and facilitates quick access and ability to conduct maintenance or repair of any infrastructure with no delay or additional cost.

CLWBU is committed to providing a reliable electric service through the initiatives identified above. Not only do these reliability initiatives support the local community and reduce disruptive events, they create good-paying, skilled professional and the STEM job opportunities for the local community who call Lake Worth Beach home.

**How the project supports State, local, Tribal, community and regional resilience, in reducing the likelihood and consequences of disruptive events, decarbonization, or other energy strategies and plans.**

The CLWBU is a small utility that serves one of the most ethnically and racially diverse municipalities in Palm Beach County, Florida. Located in a high-risk hurricane zone, the City has regularly been impacted by hurricanes and other weather events that are exacerbated and made even more frequent because of climate change. With the help of a DOE investment, the CLWBU will be able to increase the pace and scope of efforts to harden and modernize its electrical grid, which will reduce the likelihood of disruptive events, and will support our communities by generating quality jobs. Access to reliable power is a benefit to all communities, and outages and power issues disproportionately impact disadvantaged communities such as Lake Worth Beach. These communities are less likely to have backup power systems in place and grid outages in these communities last longer and impact more people. Considering the ethnic and racial diversity of the Lake Worth Beach communities, DOE funding would have a significant impact on the city's ability to provide economic and justice benefits to its communities. A DOE commitment provides substantial community benefits, reduces disruptive events and outage times to critical loads such as schools, health care, businesses, and the local commercial customers. The projects provide additional local quality job opportunities; moreover, the improvements could contribute to growth from developers and investors, due to the additional system reliability. **SHRIP** also supports and advances the City's current long-range electric utility plan to replace its aged 4 kv and overloaded electric distribution system with a new 26.4 kV system, upgrade existing 26.4 distribution, circuits to sustain operations during storms of up to Category 5 wind strength, and design and constructions of a dedicated 26.4 kV Sub-Transmission System Loop.

**Climate Change:** As a coastal community already experiencing the effects of climate change including sea level rise and violent hurricane events, the CLWBU has completed its 2022 and beyond Integrated Resource Plan (IRP) that specifies the energy supply resources that will be needed to reach its stated goal of zero carbon energy by 2050 and a System Hardening and Reliability Improvement Program (SHRIP). **SHRIP** will also add animal guards to all installations.

**Population and Energy Demand Growth:** For many years the City has provided free energy audits to customers to assist them in achieving energy savings. CLWBU has also provided installations of customer-owned renewable generation systems (such as rooftop solar) to be interconnected to the utility's electric grid and pays customers for any excess electric generation on their part annually. Additionally, the City has budgeted funds to evaluate technologies, costs, and benefits of demand response technology, which the SHRIP upgrades will facilitate.

**Incorporating City-Owned and Privately-Owned Renewables into Grid Operations:** CLWBU has interconnected into its grid a 1.7 megawatt-AC solar power plant, a 1.54 megawatts-AC comprised of 182 privately-owned solar systems (with an additional 0.47 megawatts-AC comprised of 64 systems in the permitting process for interconnection), and 26.55 megawatts-AC of privately-owned solar under contract for delivery in 2023, 2024, and 2025 to be indirectly interconnected to its grid, with an additional 20 megawatts-AC of privately-owned solar under currently in contract negotiation for indirect interconnection into its grid.

**Microgrids (including distributed energy resources):** the City's electric utility has performed a conceptual assessment of a potential microgrid anchored by a to-be renovated hotel and new

residential complex and includes advanced grid functionality such as demand response, V2G and V2X, smart equipment on the utility side as well as the customer side that can reduce and manage loads; the City’s electric utility has completed its 2022 and beyond Integrated Resource Plan that calls for a portion of its capacity needs to be met via the use of Demand Response technologies. The utility has budgeted for and is currently reviewing solicitations for the first step towards implementing such technology, selection of the preferred technology, identification of costs and benefits, and logistics of implementation. Also included in long range planning is **community growth plans and the energy needed to support growth**. The City’s electric utility’s Integrated Resource Plan is reflective of expected community growth plans. The utility tracks yearly growth and looks ahead using historic trends and know projects under development to estimate energy needs. Growth estimates are reviewed by multiple external resources and are utilized in the utility’s short term and long-term financial planning.

**SHRIP** is crucial to growth of the community and economic development that will enhance growth of both the population as well as business and industry. The City’s economic development plan envisions supporting greater density and increased business development, as represented by three proposed mixed-use development sites within the City, shown below. These developments will rely upon and will not be viable without the upgraded and improved electrical system to be developed by **SHRIP**. Each site has several options with varying power requirements.

**Site 1** is a 13.60-acre site located near the northern boundary of the City on the west side of North Dixie Highway. Zoning is Mixed Use Dixie Highway (MU-DH), and the future land use is Mixed Use East (MUE). Conceptual site plans show a 60% residential and 40% mixed use configuration.



Figure 3 Site 1 is a Mixed-Use Development 60/40

Site 1 has several variations at different densities and configurations as shown in Table 2.

Site 1 Options	Lot Coverage	Building Coverage	Floor Area Ratio Max	Density (units / acre)	Height (stories)
Rendering 1	65%	50%	1.55	30 (408 units)	4 (45 ft)
Rendering 2	65%	50%	2.325	45 (612 units)	6 (67.5 ft)
Rendering 3	65%	50%	2.55	55 (748 units)	7 (82.5 ft)

Table 2 Site 1 Development Options



**Rendering 3 – Transfer Development Rights – Density, Intensity and Height Incentives**

- Lot coverage – 65%
- Building coverage – 50%
- Floor Area Ratio – Max 2.5575 or 1,515,104 sq. ft.
- Density – 55 units per acre or 748
- Height – 82.50 ft not to exceed seven stories.



Figure 4 The third / highest option for Site 1.

The Rendering 3 option is expected to utilize approximately 2,272,656 kWh of energy per year. **Site 2** is a 4.83-acre site located along the Florida East Railroad right of way south of Lake Ave., where the City envisions a future East Coast Link light rail or transit station. Zoning is Transit Oriented Development East (TOD-E), and the future land use is Transit Oriented Development (TOD). Conceptual site plan shows 35% residential, 50% commercial and 15% hotel mixed use.



Figure 5 Site 2, south of Lake Ave, aerial rendering

Site 2 also has several variations at different densities and configurations, shown in Table 3.

Site 2 Options	Lot Coverage	Building Coverage	Floor Area Ratio Max	Density (units / acre)	Height (stories)
Rendering 1	65%	55%	2.20	50 (241 units)	5 (55 ft)
Rendering 2	65%	55%	3.975	75 (362 units)	7 (82.5 ft)
Rendering 3	65%	55%	4.3725	85 (410 units)	8 (97.5 ft)

Table 3 Site 2 Development Options

The Rendering 3 option is expected to utilize approximately 1,379,928 kWh of energy per year.

**Rendering 3 – Transfer Development Rights – Density, Intensity and Height Incentives**

- Lot coverage – 65%
- Building coverage – 55%
- Floor Area Ratio – Max 4.3725 or 919,952 sq. ft.
- Density – 85 units per acre or 410 units
- Height – 97.50 ft not to exceed eight stories



Figure 6 Rendering 3 for Site 2, third / highest option

**Site 3** is a 9.897-acre site located next to the Lake Worth Tri Rail Station along the south side of Lake Worth Road west of Interstate 95. Zoning is Transit Oriented Development West (TOD-W), and the future land use is Transit Oriented Development (TOD). Conceptual site plan demonstrates a 35% residential, 50% commercial, and 15% hotel mixed use configuration.



Figure 7 Site 3 Development Options

Site 3 also has several variations at different densities and configurations shown in Table 4.

Site 3 Options	Lot Coverage	Building Coverage	Floor Area Ratio Max	Density (units / acre)	Height (stories)
Rendering 1	65%	60%	2.60	50 (495 units)	5 (55 ft)
Rendering 2	65%	60%	5.30	75 (990 units)	7 (82.5 ft)
Rendering 3	65%	60%	5.83	85 (1,098 units)	8 (97.5 ft)



Table 4 Site 3 Development Options

The Rendering 3 option is expected to utilize approximately 3,770,239.5 kWh of energy per year.

### Rendering 3 - Transfer Development Rights - Density, Intensity and Height Incentives

- Lot coverage – 65%
- Building coverage – 60%
- Floor Area Ratio – Max 5.83 or 2,513,493 sq. ft.
- Density – 85 units per acre or 1,098 units
- Height – 97.50 ft not to exceed eight stories



Figure 8 Rendering 3 for Site 3, third / highest option

### The grid-benefitting outcomes to be delivered by the project.

In 2019, electricity was being delivered on wooden poles which are decades past their expected end of life.<sup>2</sup> Moreover, 900 of the wooden electrical poles had sustained significant weather and structural damage or were rotted (See Figure 5), and were often located in resident’s backyards, and frequently inaccessible to line-crews. Due to the outdated technology, system operations are frequently impacted by weather events and outages or partial outages and cannot always determine which customers have electricity service. This uncertainty requires field technicians to be dispatched to determine if customers have electricity or not, thereby increasing the cost, complexity and time required to resolve service outages or interruptions, resulting in an increased cost to the City, burden on community residents, slowing economic growth and making the City less attractive to private investment.



Figure 8 Rotted power poles present dangers to the community and when they fail will cause an outage.

The **SHRIP** is transformative to the local grid’s reliability as it will increase transfer capacity between regions of the electric grid and reduce disruptions that serve critical loads in the community such as education institutions, health care, businesses, and underserved communities. The specific grid benefits from **SHRIP** initiatives include:

- Increase transfer capacity and decreases interdependencies between infrastructure systems to deliver clean energy to the local community.

<sup>2</sup> [Utility Poles: Maintenance or Replacement | UPA Blog \(utilitypartners.com\)](https://www.utilitypartners.com/blog/utility-poles-maintenance-or-replacement)

- Create redundancy improving reliability, reduces fault current, and corrects voltage imbalances. Additionally, converting to lower amounts of oil-cooled type equipment and utilizing environmentally friendly cooling liquid such as FR3.
- Enable significant community resilience and is consistent with distribution grid needs to improve infrastructure to provide underserved and disadvantaged communities with reliable and flexible electric service.
- Reduce disruptive events in provided electricity available to customers when it is needed most.
- Replace old and unprotected direct-buried underground conductors to eliminate risk of failure and modernize the delivery of reliable clean energy
- Reduce repair time and cost, risk of health and safety to line crew during disruption events caused by severe weather events.
- Reduce risk to health and safety of line crew during maintenance and repair, and reduce disruptions events for power lines and substations during extreme weather events.
- Improve fault reduction of reactors, regulators help with voltage control, single phase reclosing to reduce customers effected, and capacitors to improve power quality to all new switchyards.
- Address the grid needs of replacing aging submarine cable infrastructure to our barrier island to enable significant community resilience.
- Reduce damage and outages during lighting and weather events, adjacent airport flight path concerns, and vehicle/train derailment accident concerns.

These grid benefits will generate the following beneficial outcomes for community residents:

- Reliable electricity in education institutions that provide student learning environments with reliable power for heating, cooling, and lighting. This benefits the local community allowing the schools to stay open longer for students to study and learn.
- Powering health care and residential nursing home facilities with reliable and resilient power is essential for the local community. The facilities require electricity to refrigerate vaccines, sterilize, power equipment, provide lighting during any procedure, and provide basic services to nursing home residents.
- Businesses benefit from access to reliable power to provide lighting, run machines, and communication technologies. In addition, these businesses provide various job opportunities to the local disadvantaged community.
- Electricity helps strengthen the local communities. Reliable electricity power things such as lights at night for safety, pumps to clean and filter water at our water treatment plant, and other living essentials.
- Improved reliable power helps bring new development and as a result more businesses and homes which result in better pay and increased opportunities.
- Support economic growth and development planned for the next 20 years.

**The impact of the project to reduce innovative technology risk; achieve further deployment at scale; and lead to additional private sector investments.**

The **SHRIP** will be crucial to de-risking private investment into renewable energy generation, including solar, wind and other renewable generation sources, and microgrids that provide localized continuity of service during grid outages. Investors in renewable generation want the ability to sell excess electricity back to the grid, as this creates a potential revenue stream for the equipment owner / operator and increases their motivation to deploy such technologies. Without the ability to receive and purchase energy from DERs, the motivation for these private sector investments is lowered. By upgrading the transmission system, the **SHRIP** enhances the local grid's ability to receive and utilize energy generated by community DERs and to enable future energy purchasing from DER owners across the City.

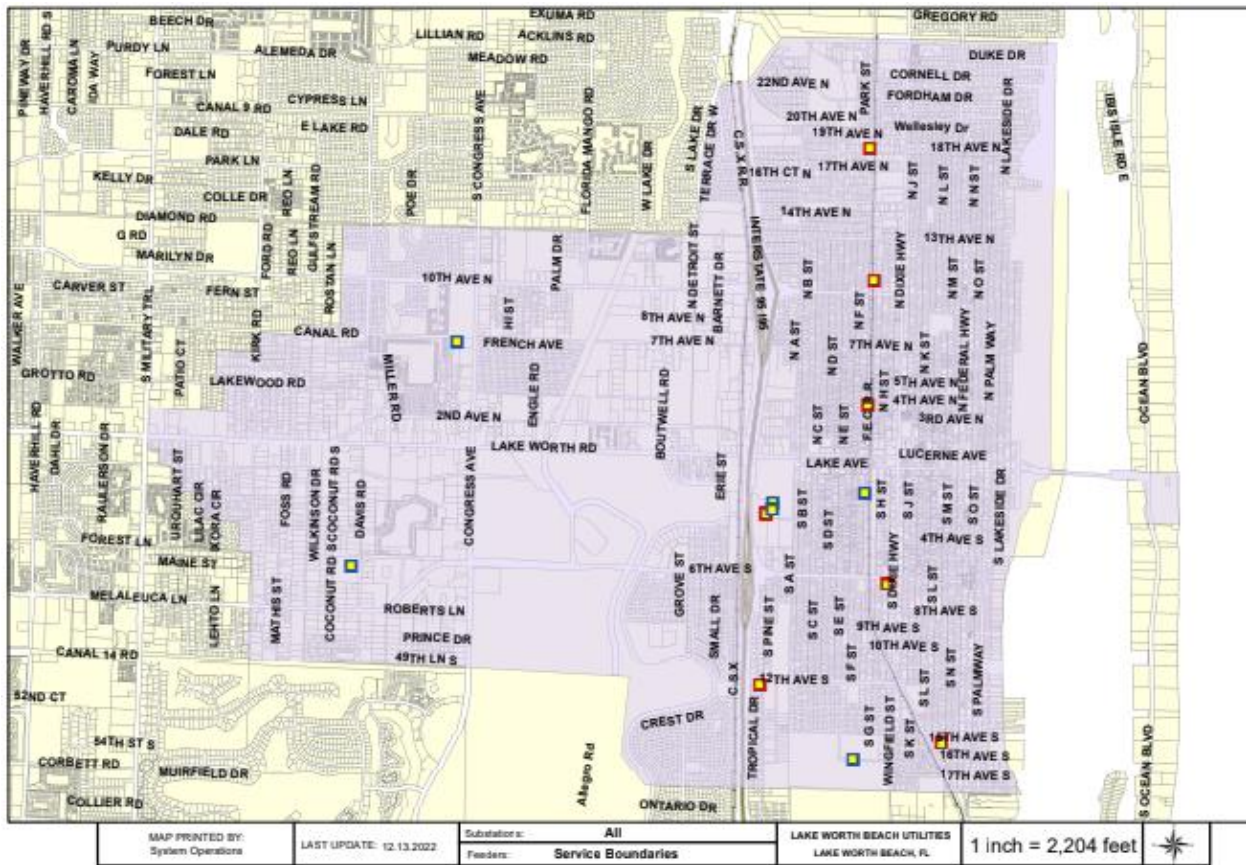


Figure 9 Lake Worth Beach utility infrastructure

### The impact that DOE funding would have on the proposed project

The financial assistance from this grant would help prevent rate increases to customers resulting from self-funding sources such as bonds and loans. Additionally, with the current progress outlined for each SHRIP initiative below, CLWBU is able to demonstrate the success of each initiative in the program. The SHRIP Initiatives started by CLWBU are currently funded by the City Utilities Series 2020 and 2022 bond funds and associated budgeted capital items, and they are being managed by individual project schedules over the next 60 months. The available funding made possible for grid resilience by the DOE GRIP grant will impact the current SHRIP program in the following ways:

- Additional new Science, Technology, Engineering, and Mathematics “STEM” jobs will be made available by CLWBU to the local community.
- The funding opportunity will expand and accelerate all planned relocation for maintenance accessibility and/or replacement of dangerous and rotted utility poles, as well as aged conductors to harden the system before the next severe weather incident as a cost-effectiveness and system value.
- This project will mitigate multiple hazards that affect the communities in this service area, including hurricanes, flooding, extreme heat and domestic terrorism attacks, which have repeatedly disrupted power service to our communities (which also are disadvantaged communities as well).
- Expansion of scope for replacement of underground electric conductors serving disadvantaged communities to provide reliable needed electricity and minimize the current and future rates for customers as an economic benefit for the local community.
- Further expansion of scope to expand sub-transmission lines and undergrounding of main distribution feeders as additional efforts in the value of system hardening initiatives.
- Provide more reliable switchyards that improve redundancy, power quality, public safety, recovery time, and outage occurrences all while reducing maintenance and strengthening against weather events.
- Improving capacity of power, resilience of network, and reduction of maintenance for the transmission line.

#### **The readiness, viability, and expected timing of the project.**

**2020 Bond:** projects already in motion and most in construction or design. Complete use of these funds is expected mid-2024. **2022 Bond:** projects are just starting in the design phase and construction is expected to start by late 2023 with depletion of most of the funds by early 2026.

The City will either need to do a 2024 or 2025 bond in order to continue the new substations, voltage conversion, and hardening at a minimum. If the City approves the 3<sup>rd</sup> bond issuance, then those funds would last approximately 4 years from the date of the bond. A 2024 bond would put completion of some activities at approximately 2028 or so, but this is NOT completion of everything. This is only up to a 3<sup>rd</sup> bond which could likely cover 75% of the system hardening. A 4<sup>th</sup> bond would likely be needed around 2026/27 to get close to the 100% completion of new station hardening, voltage conversion, and distribution hardening. That would put us in completion of those 3 topics at around 2030.

If we received the GRIP funding then we would be able to execute multiple designs at the same time including stations and circuits and build simultaneously as much as possible. Each of the **SHRIP** Initiatives is in progress, and GRIP funding will allow all but one of these initiatives to be completed faster than they otherwise would be, as reflected in Table 5 below.



Expected Time Frame to Completion of Initiatives (years) without and with GRIP funding			
SHRIP Initiative		Without	With
1	Upgrading Substations to Regulated Switch Stations	10+	5
2	Voltage Conversion Step-up	10+	5
3	Re-conductor	10+	5
4	Underground Distribution Replacement	10+	5
5	Relocation of Power Lines 18 <sup>th</sup> – Move to Street – no access	20+	5
6	Undergrounding Distribution System at Substations	10+	5
7	Adaptive Protection, Reactors, Regulators, Pole Mount Reclosers, Cap Banks	10+	5
8	Intercoastal Submariner Cable Replacement	5	5
9	Undergrounding to Hypo	10+	5
10	Vegetation management required to perform these projects	10+	5

Table 5 How GRIP funding will impact SHRIP timelines

The current status of **SHRIP** initiatives is reviewed below.

- All design work for the addition of two 138kV transmission lines under the Purchase Power Initiative at this time is complete. The expected completion time for this **SHRIP** Initiative is scheduled over the next 18 months.  
Upgrading all 4kV substations to switch stations and adding adaptive technology to improve the reliability and capability of the grid.
- The modeling and design for the Conversion of the operating voltage in the distribution system is currently 30% complete. Of the total amount of feeders, 15% is hardened and completed. The remaining construction for this **SHRIP** initiative is expected to be completed in 60 months.
- The Replacement of Conductor Initiative to increase power delivery has currently replaced a total of 10 miles and is expected to be finalized within 60 months.
- Currently, 75% of underground cable proposed for replacement is completed. All work for this **SHRIP** Initiative is expected to be completed within 60 months.
- Relocation of Power Lines for accessibility is currently in the design and construction phase. At this time 10 % of the total design work is finalized, and the construction phase has not started. The remaining design and construction work to be performed for this Initiative is expected to be completed in 72 months.
- The design stage for Undergrounding Distribution System at Switch-stations and Substations is 20 % complete. Of the total amount of the distribution system to be undergrounded at switch stations and substations, 10 % of the construction work is complete. This project will be completed within 72 months.
- Adaptive Protection Technologies (Reactors, Regulators, Pole Mount Reclosers, Cap Banks) will be integrated in each project to the extent possible. One out of twelve of the substations has been completed with this new technology with plans to continue on the remaining eleven substations.
- The replacement of the Intracoastal Submarine Cable is currently in the validation of design stage. Work on this project is expected to begin and finish in 26 months.
- Undergrounding the existing radial transmission line from our Hypoluxo transmission station. This has already been through preliminary planning but exceeds our small utilities

funding capabilities compared to the improvement the funds can provide on the distribution portion of the utility.

- The Vegetation initiative under the **SHRIP** program is currently in progress and active the entire calendar year. The relocation of backyard and inaccessible locations will help minimize the day to day risk from vegetation and animals such as iguanas who cause large scale outages.

## COMMUNITY BENEFITS PLAN

The City of Lake Worth Beach (the “City”) is one of the most economically and racially diverse communities in Palm Beach County, which means that the services provided by the utility are consumed in majority part by minority and disadvantaged community residents. Unlike most cities in surrounding areas, Lake Worth Beach does not use Florida Power and Light for electrical services, and instead uses its own non-profit and citizen-owned utility, Citizen Owned Energy, which provides reliable, low-cost, and clean energy to over 27,000 residents and commercial customers. This citizen-owned utility has multiple responsibilities and functions as an electric grid operator; electricity generator; transmission owner or operator; and distribution provider. Because of the utility’s small size and the diverse population who make up the City’s population, this funding proposal directly corresponds to the FOA’s stated goals of channeling clean energy accessibility and affordability and other benefits from the grant-funded project to disadvantaged Americans and communities. The following plan shows how this proposal advances the DOE’s four priorities: (1) community and labor engagement; (2) investing in the American workforce; (3) diversity, equity, inclusion, and accessibility (DEIA); and (4) the Justice40 Initiative.

The City’s history as a diverse town and hub of immigrant communities has contributed to its rich, vibrant feel, but also presents unique challenges in terms of grid capabilities. For instance, the local media reports that the 2020 Census revealed that Lake Worth Beach’s population increased by 20.9% - substantially more than the county’s overall growth of 13% - but that much of that increase is believed to have come from parts of the immigrant community who were already present and previously uncounted, meaning that there is an even greater proportion of disadvantaged residents in the City than the census numbers would suggest. Lake Worth Beach Commissioner Christopher McVoy theorizes that the population rise reflected in the census is “much less an actual net influx of people and more a better job of counting them.” Since the number of residents living on the power grid is variable, the network revitalization project described in this proposal will deliver a benefit of providing more efficient, stable energy to low-income and racially diverse communities as proscribed by the Justice40 Initiative.

### COMMUNITY AND LABOR ENGAGEMENT

In order to obtain community feedback, we have and will continue to consult with our existing community boards on the **SHRIP** efforts. The City has several advisory boards, staffed by residents and citizens, which reflect our diverse population and regularly solicit citizen input on key city matters. These boards are created by ordinance, resolution, Florida statute, or motion approved by the City Commission, and include the following:

- Electric Utility Advisory Board
- Construction Board of Adjustment and Appeals
- Community Redevelopment Agency
- City Trees
- Historic Preservation
- Planning and Zoning
- Recreation
- Finance



The members of these boards consist of ordinary citizens and regularly hold sessions which are publicly noticed in advance, open to the public in accessible location, and open to the public via Zoom Web Conference. Filtering proposals through these boards will allow residents of various standings and capacities outside of city government to attend meetings, make their opinions, and desires known, and offer perspectives on the work. We anticipate that using existing city mechanisms will engage a diverse set of voices and increase transparency about the proposed upgrades to the electrical grid. Additionally, where possible, work opportunities will be made available through local businesses, with additional preference being given to Small and Minority Owned Businesses. In order to encourage small businesses to remain in Palm Beach County, preference in providing goods and services will be given to a local business (entity or person) with a physical address within the corporate limits of the City of Lake Worth. The procurement division and city staff follow written directives that provide preference for and strong encouragement to utilize small businesses for purchases that are anticipated to have a total value of less than fifty thousand dollars (\$50,000.00). To advance diversity, equity, and accessibility, the city has published policies to utilize the databases of Palm Beach County Office of Small Minority Owned Business and the small business program of other municipalities within Palm Beach County to acquire lists of potential vendors for procurement opportunities.

#### INVESTING IN THE AMERICAN WORKFORCE

The City is committed to investing in America's workforce in a meaningful way, especially through local ties. **96.52% of the City employees are in union eligible positions.** The City has collective bargaining agreements with the following Labor Unions:

- International Brotherhood of Electrical Workers (IBEW) has 82.93% minority membership
- Public Employees Union (PEU) has 68% minority membership
- Professional Managers and Supervisors Association (PMSA) has 51% minority membership

SHRIP builds on these existing relationships between labor unions and the city, provide skill upgrades for local workers, and offer new possibilities for good quality jobs. Some of the money funded by this proposal will provide opportunities for apprenticeships, new jobs within these unions, and additional training for existing workers. As an example of relevant training, crews are working to install poles that can withstand a Category 5 hurricane and higher with capacity distribution wires or "circuits," which will provide the future energy needs of our customers. Accompanying this work, and a key component of the project, is the upgrading of the city's substations that feed the circuits. The multi-year timeframe of the work, the varied tasks involved, and the unionization of labor will meet all the criteria for providing good quality jobs as defined in the FOA: (1) exceeds the local prevailing wage for an industry in the region, includes basic benefits (e.g., paid leave, health insurance, retirement/savings plan), and is unionized, and (2) helps the employee develop the skills and experiences necessary to advance along a career path. Table 6 below identifies job positions projected to be created by the SHRIP, prior to, without GRIP funding and with GRIP funding.

Position	Total Number of Positions					
	Educational Requirement	Average \$ /yr.	Union Eligible	Before SHRIP	SHRIP no GRIP	SHRIP with GRIP
AutoCAD designer	High School/GED	\$70,000	Yes	0	0	4
Budget managers	College Grad	\$110,000	Yes	0	0	4
Communications Specialist	Some college	\$55,500	Yes	0	0	1
Compliance Analyst	Some college	\$70,000	Yes	0	0	4
Construction Workers	HS Diploma	\$95,000	Yes	0	0	20
Distribution engineers	Engineering Degree	\$110,000	Yes	2	0	20
Engineering project mgr.	Engineering Degree	\$110,000	Yes	0	1	2
GIS Mapping	HS Diploma	\$70,000	Yes	0	0	4
Linemen apprentices	HS Diploma/ GED	\$88,000	Yes	0	1	2
Linemen	HS Diploma/ GED	\$105,000	Yes	18	0	50
Multilingual outreach	HS Diploma/ GED	\$65,000	Yes	0	0	2
Network engineers	HS Diploma/ GED	\$105,000	Yes	2	0	4
Technical Projects manager	College Grad	\$105,000	Yes	0	0	3
Assistant Project Managers	College Grad	\$60,000	Yes	1	0	3
Project coordinators	HS Diploma/GED	\$50,000	Yes	1	0	10
Safety coordinator	HS Diploma/ GED	\$70,000	Yes	0	0	6
Standards technician	HS Diploma/GED	\$70,000	Yes	0	0	4
Substation engineering	College Grad	\$90,000	Yes	2	1	8
System Operators	High School/GED	\$90,000	Yes	6	0	2
Utility Services	High School/GED	\$77,000	Yes	2	2	11
Arborist	Some college	\$56,000	Yes	1	0	1
Vegetation Management	High School/GED	\$34,000	Yes	0	0	10
<b>TOTAL</b>				<b>35</b>	<b>4</b>	<b>175</b>

Table 6. SHRIP jobs created before SHRIP and SHRIP without and with GRIP funding.

Through bargaining agreements with the unions, we have agreed upon a strategy in hiring practices to prioritize and maximize utilization of local resident workers as well as diversity, equity, accessibility and inclusion for minorities, women and people from disadvantaged backgrounds. The City has a state-certified 4-year apprenticeship program for lineman. Per our policies minorities and local applicants are given preference. Seven of the linemen who have graduated the apprenticeship and, continue to work for the City, and several have been promoted to higher level positions. The City Human Resource team performs a Class and Compensation study to ensure that job descriptions are accurate with alignment of compensation in the surrounding areas for like jobs. All employees are eligible for and encouraged to pursue professional development, at the City’s expense. The City has a partnership with DeVry University for professional growth training focusing on skills development and workplace opportunities.

In addition to the jobs created by the infrastructure upgrades themselves, as noted above, by improving the community’s electrical infrastructure to permit greater community growth and density, this project will also advance job creation across an even wider range of industries and further enhance regional economic growth. To understand our community better, the City has undertaken an outreach and engagement campaign with the community and has been successful

in engaging many companies, organizations and individuals to better understand their energy needs and growth plans and to obtain their support for **SHRIP**.

**DIVERSITY, EQUITY AND INCLUSION AND THE JUSTICE40 INITIATIVE**

CLWBU policies provides preference to and encourages procurements to vendors who are minority, small business, disadvantaged, local. In the event that jobs are created as a result of funding, many of those jobs would be local. The City has been engaging with scores of its local suppliers and vendors and secured commitments to support the SHRIP from: Municipal Lighting Systems Inc, Nassau National Cable, Lawson Products, Transformer Gasket and Components, GHMR, Waco Filters Inc, GE Power & Water, American Safety Utility Corporation, Grainger, K & M Electric, Irby, Highfields Mfg. Co., WESCO, Anixter, American Wire Group, Fastenal, Electric Sales Associates, Inc., Gresco, Victory Bolt, Precast Specialties LLC, Sesco Lighting, Inertia Engineering, Langdale Forest Products/Koppers, Ace Pole Company. Tri-state Utility Products Inc, Jack2Rack/Vertical Cable, Graybar, Sunbelt-Solomon Transformer, Transformers Now, MS-TN Transformers, T&R Electric Supply, Emerald Transformer, Transformer Network, OTC Services, Power Asset Recovery Corp, Normandy Machine, Waste Management Inc of Florida, Great Western Printing, Miami Transfer, Altec Truck Repair, Altec Supply, Altec truck rental, Hi-Line, FarWest , Hall’s Safety , Bobs Barricades, FDOT Permitting, Line-Tec Inc, Viking Utility, Tallman Equipment, Sunbelt, Lawnmower Headquarters, American Solutions for Business, LV Superior Landscaping, A Quality Bushog Services Inc, Davey Tree, Acorn Locksmith, National Vision, Halsey and Griffith, Robbins Manufacturing Company, Banyan Printing, Neeld Paper & Supplies, Wilco LLC, LE MYR Group , Hooper Corp, Restore It All, Nucat Corp.. Some of these are minority, veteran or woman owned and/or have committed to prioritizing minority and local hires (Table Y).

<b>Minority owned:</b>	<u>Electrical Distribution Engineering:</u> E.C. Fennell
<b>Minority veteran owned:</b>	<u>Electrical Dist. construction &amp; equipment:</u> Divergent Alliance
<b>Committed to prioritizing minority and local hires:</b>	<u>Electric Pole Line Hardware Suppliers:</u> Electric Supply, Inc., Gresco Utility Supply Inc., Sonepar USA. <u>Ductile Iron Pole Manufacturer:</u> McWane, Inc. <u>Wholesale Power Agency:</u> Florida Municipal Power Agency <u>Electrical Distribution Constr.:</u> L.E. Meyers Co., Hooper Corp. <u>Electrical Distribution Engineering:</u> Power Eng, Inc., BHI Energy <u>Utility Forestry and Vegetation Management:</u> Davey Tree

Table 7. Minority, Veteran or Woman Owned Business supporting SHRIP and/or Committed to DEIA hiring

These companies have also been informed of and agreed to the city’s emphasis on diversity, equity, and accessibility in hiring, especially the need to factor the region’s racial and economic diversity into their hiring decisions. Pursuant to city ordinance, contractors and subcontractors are prohibited from discriminating against an employee or client because of race, color, religion, disability, sex, age, origin, marital status or sexual orientation. Additionally, all city contractors are required to participate in the E-Verify platform to ensure that work involved in this project goes to American citizens and legal resident immigrants.

By improving the community’s electrical infrastructure to permit greater business and economic growth, population density, and critical service resilience to climate impacts, **SHRIP** will facilitate job creation across a wide range of industries, as partially represented by the list above, thereby

enhancing regional economic growth for decades to come. As noted in the project description, improvements in the electrical infrastructure will enable planned multi-use developments that will support residential and business growth across a spectrum of income levels and job types, including hotel, retail, IT, technology, banking, healthcare, manufacturing, and many more.

Lake Worth Beach meets multiple criteria of the Justice40 Initiative. According to the US Census Bureau, as of 2019, an estimated 27.4% of residents were considered impoverished, more than twice the countywide average of 12.0% and nearly double the Florida average of 12.4%.<sup>3</sup> It is also a minority-majority community, with only 31.44% of the town identifying as non-Hispanic White alone and substantial Hispanic (45.85%), African-American (18.44%), and mixed-race populations. Approximately 38.7% of residents were born outside of the United States, many of whom immigrated from the Caribbean or Latin America, and one of the most significant immigrant groups includes the Mayan community, a group that fled the Guatemalan government's genocidal attacks during the 1980s and arrived in Palm Beach County mostly undocumented and often afraid of authorities.

Besides directly benefiting underserved communities with more reliable and less expensive energy, the initiatives described herein have been developed to contribute to the overall public safety and environmental health of these communities in the following ways:

- Our commitment to clean energy will enable us to provide electricity which is over 50% free of greenhouse gases by 2026, among the best in the country and Florida. GHGs contribute to climate change, which is documented to negatively affect disadvantaged communities disproportionately because of their lack of access to mitigation resources.
- Replacing outdated, often inaccessible electric utility poles to provide stable, consistent power, and streamline repairs;
- Decreasing power outages and improving reliability;
- Decreasing in environmental exposure by undergrounding electrical equipment and wires; and,
- Increasing energy resilience by strengthening the electrical distribution system with stronger infrastructure, including utility poles and hardware.

This electrical infrastructure revitalization and modernization project will: a) provide more consistent, stable service to Justice40 communities who currently rely on dangerously outdated and inadequate power infrastructure and who suffer disproportionately from negative impacts from outages; b) improve the environmental impact of the power utility; and, c) offer the possibility of **175** good quality jobs and career pathways through our commitment to DEIA, local unions and labor directly associated with this project. This project supports the planned economic and population growth and increased density in the City, which will increase the population that stand to benefit from the improved infrastructure. In turn, this increased population generates more economic activity, which also benefit the local community.

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<sup>3</sup> <https://www.census.gov/quickfacts/fact/table/palmbeachcountyflorida,FL/PST045221>

## Addendum A

The City of Lake Worth Beach Electric Utility (CLWBU) team has been successfully managing grid hardening and resiliency projects of this scope and size. The utility employees more than 100 years of experience collectively and have successfully managed millions of dollars of projects since 2020.

CLWBU has permanent access to approximately 20,000 square feet of indoor warehouse storage space and an additional 10 acres +/- of secured outdoor laydown sites. The City owns material handling equipment such as forklifts and flatbed trucks, as well as distribution system maintenance equipment such as bucket trucks and digger derricks. Additional local office and facility space has been identified already if required following Commission approval

CLWBU has extensive prior experience in projects of similar size and scope, as well as the skill and experience needed to successfully execute the project plan. All projects listed below have a similar fiscal risk in that the funding has been provided by multiple rounds of municipal bonds, with associated project completion timelines. An illustration of projects that are currently in design or are in queue to begin construction are listed in the Table A below, while projects that have recently been seen through to completion are listed in Table B.

**Ed Liberty** has served as the Electric Utility Director for the City since August 2017. In this role he leads all aspects of the electric utility's operations and business activities, including energy procurement and resource planning, power generation operations, transmission and distribution operations, materials management, revenue protection, and management of the City's customer service operations. Mr. Liberty also serves on the boards of the Florida Municipal Power Agency, the Florida Municipal Electric Association and Florida Gas Utility as the City's representative. Prior to joining the City, he was employed by Public Service Electric & Gas ("PSE&G") of Newark, New Jersey as Director of Utility Operations Services for the period of 2012 to 2017. Mr. Liberty had previously worked for PSE&G in various roles for sixteen years in the utility and non-utility electric generation and energy services business. Experience included multiple rotational assignments at both the field and corporate level across varied business units. His experience included roles in power plant operations and maintenance, owner's representation on joint-owned power plant assets, engineering, business planning, industrial customer retention, marketing and sales. From 2005 to 2012 Mr. Liberty served as Vice President of Dome-Tech, Inc. and a member of the company's executive committee. Dome-Tech was an energy consulting company providing industrial, large commercial, healthcare, higher education and public entities nationwide with assistance in energy system master planning, improving energy efficiency, reducing greenhouse gas emissions, energy procurement and managing energy cost. During his tenure at Dome-Tech, the company was acquired by United Technologies Corporation, where he worked until returning to PSE&G in 2012. From 1997 to 2005 Mr. Liberty worked for NUI Corporation, a natural gas utility holding company with operations in various states in the eastern U.S., including Florida. In this role he led the company's efforts to grow industrial customer sales and margins, development and delivery of energy services and the expansion of natural gas distribution/transmission/storage infrastructure to serve markets in New Jersey, Florida,

Maryland, North Carolina, Pennsylvania and New York. He was the developer of natural gas pipeline infrastructure projects in support of the corporation's energy hub strategy; projects included pipeline and natural gas storage assets. Mr. Liberty holds a Bachelor of Science degree in Mechanical Engineering from Newark College of Engineering at New Jersey Institute of Technology.

**Jean St. Simon**, has nearly 20 years of experience in Electrical Distribution Projects. Mr. St. Simon has served as an Electrical Distribution Engineer with the City since 2006. In this role he leads all aspects of the Distribution Engineering projects including: technical design, electrical drawing review, underground and overhead replacement projects, overseeing other engineering activities and requirements. Mr. St. Simon is pivotal in materials management activities to determine which poles, cable, transformers, switch are appropriate and required. He provides the quarterly and annual reports to the Public Service Commission as required by law. He also manages the timelines, permitting requirements and specifications of each project. These projects were similar in size / scope to the project proposed herein, included DEIA components, and were successful in achieving all their objectives including completion on time and budget.

**David Martyniuk** has nearly 10 years of experience in managing utility projects of similar scope and complexity. In addition to Lake Worth Beach Utility projects, David also managed a number of Power Systems related at Keys Energy before coming to Lake Worth Beach in 2019. The projects were similar in size / scope to the project proposed herein, included DEIA components, and were successful in achieving all their objectives including completion on time and budget.

**Mike Jenkins** will be a key component on the project team with over 40 years of experience in the Electric Utility industry. Mr. Jenkins has worked for the City for many years and currently oversees all of the energy delivery functions of the City of Lake Worth Beach, and has extensive prior experience managing projects of various size and scope. Mr. Jenkins is also a certified lineman apprentice instructor with Associated Builders and Contractors, Inc as well as a Journeyman Lineman.

**Thomas McKee** has 15 years in Materials Management at electrical utilities and has worked for the City for a number of years. Mr. McKee has focused on projects that require materials demand planning, logistics, warehousing, supply chain coordination, minority owned and women owned vendor sourcing where possible. Thomas has also developed an expansive list of vendors to mitigate the current supply chain disruptions. Mr. McKee also ensures the project team has adequate access to equipment and facilities necessary to accomplish the projects described in this application.

**Ashley Sirdar** has multiple engagements with the City. Her most recent achievement is earning a Bachelor's degree in Project Management from a local Lake Worth Beach based university. Ashley had the foresight to enter the electric utility industry by accepting an internship with the City in 2021. Following her successful graduation, Ashley is now an incredibly resourceful Project Manager at the City leading budgeting initiatives for the 2020 and 2022 Bonds, providing project activity and cost tracking reporting of SHRIP.

**Alyssa Kirk a female veteran of the GWOT** has 12 years managing Electric Utility projects including managing \$75M in technical projects for Oncor Transmission and Distribution. Alyssa has a Masters Certification in Engineering Project Management from Villanova University and a technical management certification from Harvard University.

Tables 8 and 9 below lists current or past projects of similar size and complexity and risk as the **SHRIP** efforts discussed in this application.

<b>Table 8 - Projects in Progress</b>	
<b>Category / Project Title</b>	<b>Status / Description</b>
<b>Transmission</b>	<b>In Progress</b>
Transmission Line - Canal 138kV Switch Station	Transmission Line project
Transmission Line OPGW	New OPGW Canal to Main & Hypoluxo to Main
Main Yard Control House (TWN)	Eng. Design, purchase & install
<b>Substation</b>	<b>In Progress</b>
6th Ave S sub (6-bank station PB&Z, Survey & Design)	6th AVE South (H Street) Substation Design project
6th Ave S sub (6-bank station Materials & Construction)	7th AVE South (H Street) Substation Construction projects
Main Yard Buss Insulators & Switch Replacement	Main Yard Buss, Switch, Insulator replacement
New Canal 8 Bay Substation (6001,6002,6003,6004)	New Canal 8-Bay Substation (6001,6002,60003,6004, 4DR01)
Substation Capacitor Banks (Main Yard)	Main Yard Capacitor Banks, Study, Eng., Materials & Install
Digital Gas Analysis Equipment from ABB for (4) large power transformers	Digital Gas Analyzer for XFMRS & SCADA
SEL FR12 Digital Fault Indicators (12 sets)	Fault Indicators
12th AVE SUB (Design & Construction)	R/R Existing 4kV with 26kV
Omicron Testing Equipment	New Substation Testing Equipment
Engineering Services Support	ECF Engineering Support @ 1900
<b>Distribution</b>	<b>In Progress</b>
7th AVE Circuits Constr. (0702,0703, 0704)	7th AVE Circuit Hardening & Voltage Conv. (LE Myers)
Canal Feeder - Constr. (4DR01)	4DR01 - College Feed from Canal Hardening & Voltage Conversion (LE Myers)
6th AVE S. - Circuit Design (0601,0602,0604)	DESIGN - 6th AVE/H Street Substation Circuit Design, Constr. & Voltage Conversion
6th AVE S. - Circuit Materials & Construction (0601,0602,0604)	DESIGN - 6th AVE/H Street Substation Circuits Constr. & Materials
6th AVE S. - Circuit Design (0603 and 1200)	DESIGN -6th AVE/H Street Substation Circuits
6th AVE S. - Circuit Materials & Construction (0603 and 1200)	MATERIALS & CONSTRUCTION -6th AVE/H Street Substation Circuits
1W05 Phase 1 -Constr. A St. 10th Ave N to 18th AVE N, east on 18th AVE N to Substation	1W05 Phase 1 Constr.
1W05 Phase 2 -Constr. RR Tracks 18th Ave N to 24th Ave N	1W05 Phase 2 Constr.



<b>Table 8 - Projects in Progress</b>	
<b>Category / Project Title</b>	<b>Status / Description</b>
1W05 Phase 2 -Constr. RR Tracks 18th Ave N to 24th Ave N	
1W13/0704 Phase 2 - Constr.	1W13 Phase 2 - French Ave Relocate & Hardening
1W13/0704 Phase 2 - Constr.	1W13 Phase 2 - French Ave Relocate & Hardening
Beach Tie - New ICW crossing design, survey & Geotechnical	DESIGN - ICW crossing to Casino Complex
Beach Tie - New ICW crossing materials & construction	MATLS & CONSTR - ICW crossing to Casino Complex
Canal Sub Circuits - Hardening (6001,6003, 6004)	Canal Circuit Hardening (HOOPER)
Canal Sub Circuits - Hardening (6001,6003, 6004)	Canal Circuit Hardening (HOOPER)
Canal Sub Mods - Design (4DR01, 6001, 6003 & 6004 UG/Relocate @ Canal for New Sub)	Canal Circuit Hardening Design
Distribution Modeling & Trip Coordination	Arc Flash, Trip Coord. Modeling (1W05 First, Substation Arc Flash)
138kV Tie-Line Underbuilds Distribution Circuits (6004 & 6003)	DESIGN - Distribution Underbuilds on FP&L 138kV T-Line
138kV Tie-Line Underbuilds Distribution Circuits Materials & Construction (6004 & 6003)	MATLS & CONSTR - Distribution Underbuilds on FP&L 138kV T-Line
Undergrounding & Dist. Circuit Mods 5003, 0602, 0603	Undergrounding and loop feed for Gulfstream and Bryant Park Beach Tie
1W05 Phase 3- Design & Construction - UG Work (W05-E09-E06-3N11-3N12)	1W05 Phase 3 Design & Construction
1E09 & 1N11/0703 UG at 7th AVE N & I-95	E09 & 1N11/0703 UG at 7th AVE N & I-95
System Reclosers	Distribution System Reclosers
XPLE UG Cable Replacement @ various locations & Substations	XPLE UG Cable Replacement
12 AVE S Circuit	12th AVE Circuits (1201, 1202, 1203 & 1204)
New Main Yard Feeder 1W18	New Main Yard Feeder tie to 1W05/1E03

*Table 8 Projects in Progress*

<b>TABLE 9 - Completed Projects (SHRIP):</b>	
<b>Project Title</b>	<b>Description</b>
138kv Tie-Line Static Line Repairs	138kv Static Line Repairs
Main Yard GT2 138kV Cable Replacement	138kV UG Cable Replacement
Underground 3S04 Circuit at FEC RR and 1st AVE S	Underground 3S04 Circuit at FEC RR and 1st AVE S
South Loop Conversion	0602 In-House Labor (O&M)
E08 & ABB Breaker Project	E08 Breaker Replacement and ABB Breaker Upgrades
EU/City Fiber & Communication	Fiber to CLWB Substations
7th AVE N Substation (Constr.)	7th AVE Sub Construction

*Table 9 Completed Projects (SHRIP)*

Many of the projects are utilizing or replacing existing facilities. The equipment contracts, consultants, and contractors are often existing contracts. If the City receives GRIP funding, through commission approvals we can quickly execute on these projects as we already have them scoped out, but we do not have the funding to achieve them without GRIP. The equipment

involved in these projects has a hybrid acquisition process between contractors and CLWBU where the larger normal stock items would be ordered in advance of the project construction and stored on site at various locations. The remainder of smaller more abnormal items such as conductive bus, control cabling, nuts/bolts, etc. are typically left to the contractor to purchase specific to the project.



# System Hardening & Reliability Improvement Program (SHRIP)

A Concept Paper in response to Department of Energy's:  
**Funding Opportunity Announcement (FOA) Number: DE-FOA-0002740**  
FOA Topic Section 40101(c): Grid Resilience Grants

## Topic Area 2

### Technical Point of Contact

Jason Bailey, Assistant Director, City of Lake Worth Beach Electric Utility | [jbailey@lakeworthbeachfl.gov](mailto:jbailey@lakeworthbeachfl.gov)

### Business Point of Contact

Alyssa Kirk, City of Lake Worth Beach Electric Utility | [akirk@lakeworthbeachfl.gov](mailto:akirk@lakeworthbeachfl.gov)

### Senior/Key Personnel

Edward Liberty Director, City of Lake Worth Beach Electric Utility  
Brian King Assistant Director, City of Lake Worth Beach Electric Utility  
Michael Jenkins, Energy Delivery Manager, City of Lake Worth Beach Electric Utility  
Jean St Simon – Distribution Engineering  
David Martyniuk – Transmission and Substation Engineering

### Project Location

City of Lake Worth Beach Electric Utility  
1900 2<sup>nd</sup> Avenue  
Lake Worth Beach Florida 33461

Upgrade and modernization initiatives will occur at various locations throughout the City.  
The iguana on the cover caused outages in Lake Worth Beach as seen on CNN.  
This application does not contain any confidential information.



## Lake Worth Beach – GRIP Topic 2 Project and/or Technology Description

### How the project addresses the topic area’s eligible uses and technical approaches.

The City of Lake Worth Beach Utility (CLWBU) is seeking federal investment for a Smart Grid Grant (BIL 40107) to enhance its system capabilities. Unlike most cities in surrounding areas, the City of Lake Worth Beach (the “City”) does not use the nearby investor-owned utility, Florida Power and Light (FP&L), for its electric provider. Instead, the City owns and operates its own small utility<sup>1</sup> electric company. CLWBU sources approximately half of its electricity needs from its own aged power plant combined with ownership interests in larger power plants statewide, with the other half of its needs being met from by a contract with Orlando Utilities Commission, also a municipal electrical utility in Florida. CLWBU’s fuel mix is approximately 38% nuclear and solar, with the remainder coming from fossil fuels. CLWBU’s reliance on fossil fuels is expected to decrease significantly by 2026 as deliveries of solar energy under already executed contracts begin and its aged fossil-fueled plants are retired. Lake Worth Beach has an aging electric delivery infrastructure, low-income population, and, due to its location on the coast of eastern Florida, significant climate risk. Tropical storms and hurricanes pose significant danger to the power grid, and new upgrades are crucial to avoid frequent, extended outages. With the help of DOE funding, the city aims to purchase and deploy smart grid technology to increase transmission capacity, integrate renewable energy, improve system visibility and communication, and anticipate and mitigate the effects of severe-weather events.

Transmission capacity and capability are among the City’s most urgent needs, as the utility has the worst electric system reliability numbers in the state. The City’s outdated transmission and distribution systems are so degraded that in 2019 there were 473 outages (4,188,894 minutes of customer interruption, 61,168 minutes of outages). This improved slightly in 2021 with 326 outages (3,663,672 minutes of customer interruption, 34,948 minutes of outages). See Table 1

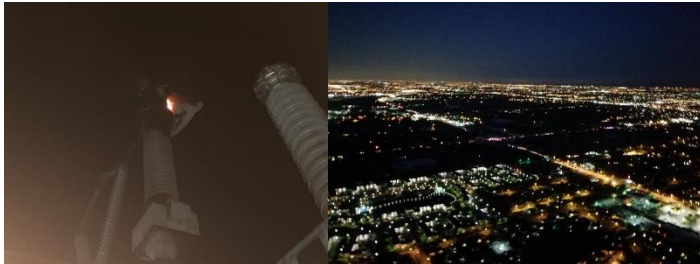


Figure 1 A fire on a single transmission line’s metering CT (left) caused a city-wide outage (right)

below. The state of this system illustrates a critical need to recruit and hire STEM (science, technology, engineering and math) skilled workers for key positions related to system design, engineering, operations and maintenance, which this project will accomplish (see the Community Benefits Plan).

RELIABILITY	Affected	Operations	Events	Minutes of Outages	Customer Minutes of Interruption	Outages
YTD 11/2022	44,048	84	112,623	33,521	1,437,749	289
2021	107,050	79	159,035	34,948	3,663,672	326
2020	78,165	83	124,874	61,168	4,188,894	473
2019	55,697	65	130,535	48,606	2,240,495	390

Table 1 CLWBU Grid Reliability 2019-2022

<sup>1</sup> Small utility is defined as an entity that sell no more than 4,000,000 MWh of electricity per year.

To provide reliable clean energy, every aspect of the City's electric infrastructure needs to be replaced, transformed and/or modernized. To address this problem, the City has leveraged private sector and non-federal public capital as part of the **SHRIP** (System Hardening and Reliability Improvement Program) initiative launched by Lake Worth Beach in 2019, which has funds ready to bear 50% of the cost of proposed changes. These long-range multi-year capital improvement plans focus on providing the most consequential system needs, as well as creating meaningful and robust engineering and technology opportunities. However, because the changes are extensive and system-wide, DOE support is necessary to fully fund the proposal. Without DOE GRIP support, these planned upgrades are projected to take **10-20** years to fully complete. With GRIP support, we anticipate reducing the time to completion of the entire SHRIP to **5** years, with many initiatives completed in 3. The end result will be a highly adept system that will employ greater transmission, visibility, and renewables to accommodate the unique needs of Lake Worth Beach for the long term.

A Smart Grid GRANT (BIL section 40107) would support a series of seven (7) infrastructure upgrade initiatives designed to transform the community's electrical grid and reduce its vulnerability to climate change. These initiatives have been coordinated and assembled into a cohesive strategy for funding and executing these upgrades. Each of the initiatives has an existing scope and timing prior to the GRIP funding, but with GRIP funding we will be able to increase the pace and scope of each initiative beyond what we could have accomplished without it. Each of the initiatives below is an eligible project and cost under the GRIP funding opportunity.

- **Increasing transmission capacity and operational transfer capacity.** We aim to provide more robust connections to our single radial transmission line tap by adding a new interconnection to the statewide high voltage transmission grid with improved protection capabilities, redundant power flow paths, and backup autonomous switching for power restoration. Currently, our sole transmission line tap, which is 50 years old, puts the city at much greater overall risk of experiencing an outage, and recent storms have caused city-wide problems precisely because there is only a single line. Adding redundancy, protection capabilities, and autonomous switching will enable us to limit the impact of future outages. The City will add a second transmission/distribution station tie to the grid with automated switching and control through smart devices to maintain primary power connections. *Grid Benefit:* The network topology and flow control device improvement will enhance the reliability of our system which has expired generation capabilities and a single radial tap to the grid currently. With DOE funding, the grid can also incorporate a parallel path express feed to add redundancy to the network.
- **Improving the visibility of the electrical system and recover autonomously.** The City plans to add 60+ reclosers and other sectionalizing devices, including load flow sensors, to autonomously rebalance the electrical system. These devices will provide real time data and sectionalizing and restoration capability that is autonomously controlled from centralized outage management system and electric distribution system analysis software to restore as many customers as quickly as possible, in some case automatically using smart grid technology. *Grid Benefit:* This will drastically improve the reliability and timing of outages for customer through minimization of distribution system segment

lengths and exact data return from the field for the system operators. This will also improve response time to identify and reach the exact area of problem.

- **Enhance secure communication and data flow between distribution components.** The City will add utility-owned dedicated fiber to/from each of our stations and remote line devices to enhance our existing wireless radio network for electric system primary protection coordination and backup data to the fiber network. More reliable licensed frequency radios will be installed for high-speed smart devices coordination with our System Control and Data Acquisition (SCADA) system. *Grid Benefit:* Enhances the reliability and security of the data in our system, as primary data to operations will change from radio to fiber optic. Additionally, it will allow for quicker protection coordination for the expanding complexity of mesh grid coordination.
- **Anticipate and mitigate the impacts of extreme weather or natural disaster on grid resiliency.** In light of our significant storm risk, the City plans to prevent hurricane and tropical storm damage by upgrading our existing 1970's radial transmission line to meet newer Category 5 storm wind loading requirements, in some cases sub-transmission feeder cables/conductors will be placed underground for increased resilience. Additionally, we will improve the conductor capability to meet end point capabilities and add animal protection on a large scale to prevent vegetation, bird, iguana, and other animal related outages, especially at substations. *Grid Benefit:* Storms are a major problem in Lake Worth Beach. Storm protection will provide significant community resilience and is consistent with distribution grid needs to improve infrastructure to provide underserved and disadvantaged communities with reliable and flexible electric service.
- **Integration of distributed energy resources and devices to provide system benefits such as renewable energy resources and electric vehicle charging infrastructure.** The City will add to our existing 1.7MW local solar capacity, including adding community solar initiatives, to get closer to our stated goal of a 100% carbon-free energy portfolio by 2050. Our Integrated Resource Plan (IRP) calls for us to design and implement a large battery storage facility to provide the ability to deliver night-time power using our growing solar portfolio while also serving to reduce and one day eliminate generating electricity from fossil fuels during the day. Additionally, we plan to enhance our vehicle charging infrastructure to the community which will provide local jobs, increase the potential influx of remote visitors for business, and encouragement of electric vehicle purchases in the region. *Grid Benefit:* The solar power would provide green energy flow which, along with large battery storage, and would provide relief to the state grid as well as the local community. The charging stations would encourage the transition to electric vehicles and increase traffic to help businesses in the community.
- **Improve grid visibility and condition to facilitate more efficient and accurate system-related decisions.** To better enable grid operators to regulate the system, we plan to install an Advanced Metering Infrastructure (AMI) System across the entire service territory. *Grid Benefit:* The AMI System would improve outage identification and restoration times, while providing customers with real-time consumption data to aid in energy conservation measures. In our current system, due to the outdated technology, system operations are frequently impacted by weather events, outages, or partial

outages and technicians cannot always determine which customers have electricity service. With new technology to identify and isolate faults, grid operators will be able to facilitate a quick response.

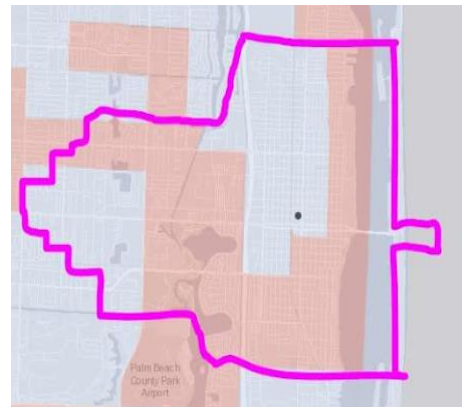
- **Improve grid-related decision making based upon historical and real-time system data.** The City will also install a Meter Data Management (MDM) System to collect, organize and retain all valuable data points to facilitate more efficient and accurate grid-related decisions. *Grid Benefit:* System events could be easily categorized, analyzed, and retained for continuous improvement processes related to reliability and system operation. We envision this as a significant future benefit in understanding and managing our community's power usage.

The seven (7) initiatives described above correspond to the funding priorities laid out in the FOA. They provide new methods and technical approaches to increase the capability of our transmission system, prevent faults, integrate different renewable energy infrastructure, and enhance the communication network to create overall visibility improvements to the operators and autonomous control success.

**How the project supports State, local, Tribal, community and regional resilience, in reducing the likelihood and consequences of disruptive events, decarbonization, or other energy strategies and plans.**

The City's proposed upgrades are designed to bolster local resilience, especially for disadvantaged communities, substantially mitigate disruptive events, and contribute to decarbonization while also providing opportunities for growth.

CLWBU serves one of the most ethnically and racially diverse municipalities in Palm Beach County, Florida. Located in a high-risk hurricane zone, the City has regularly been impacted by hurricanes and other weather events that are exacerbated and made even more frequent because of climate change. Additionally, in 2019, **27.4%** of residents were considered impoverished, which is more than twice the countywide average of 12.0% and nearly double the Florida average of 12.4%. Access to reliable power is a benefit to all communities, but outages and power issues disproportionately impact disadvantaged communities such as Lake Worth Beach, which are less likely to have modern infrastructure and backup power systems in place. Grid outages in these communities last longer and impact more people, many of which are most reliant on reliable electricity supply a basic necessity. Considering the ethnic and racial diversity of the Lake Worth Beach communities, DOE funding would have a significant impact on the city's ability to provide economic and energy justice benefits to its communities.



*Figure 2 Lake Worth Beach electric service area showing disadvantaged communities in red/pink*

The proposed upgrades would significantly reduce disruptive events and contribute to decarbonization both in Lake Worth Beach and in the broader region. When completed, we anticipate that the grid will experience far fewer outages, that power lines will be protected from



hurricane and storm damage and that increased transmission capacity will mean that damaged circuits will have diminished impact, and that grid operators will be able to restore power quickly in the event of an outage. Additionally, integrating renewable energy into the grid will provide regional and statewide benefits by reducing the amount of power generated using fossil fuels.

Beyond this, Lake Worth Beach is far from the only coastal city in Florida or elsewhere with aging infrastructure and severe-weather risk. We hope that our model of municipal revenue-backed bond funding and self-raised capital allocations, combined with DOE funding, will be useful for other regional towns as they contemplate how to harden their own systems, and that the enhanced workforce incorporated as part of this project will make an experienced labor pool available regionally. Beginning in 1965, the City, in accordance with Florida Statutes, Section 163.01, which allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; has participated in at least 16 interlocal, regional and State agreements for participation and project funding for transmission systems, utility adjustments, and other improvements, and we plan to share the roadmap of our project widely. In terms of innovative risk, the initiatives we have proposed are highly feasible, offer a new way to incorporate modern technology into existing systems, and can greatly reduce the problems that older infrastructure experiences.

Moreover, the improvements could contribute to growth from developers and investors, due to the additional reliability. **SHRIP** also supports and advances the City's current long-range electric utility plan to replace its aged 4 kv and overloaded electric distribution system with a new 26.4 kv system, upgrade existing 26.4 kV distribution circuits to sustain operations during storms of up to Category 5 wind strength, and design and construction of a dedicated 26.4 kV Sub-Transmission System Loop. **SHRIP** will add animal guards to prevent animal-caused outages.

**Climate Change:** As a coastal community already experiencing the effects of climate change including sea level rise and violent hurricane events, the City's electric utility has completed its 2022 and beyond Integrated Resource Plan (IRP) that specifies the energy supply resources that will be needed to reach its stated goal of zero carbon energy by 2050, and a System Hardening and Reliability Improvement Program (SHRIP).

**Population and Energy Demand Growth:** For many years, the City has provided free energy audits to customers to assist them in achieving energy savings. CLWBU has also provided for installations of customer-owned renewable generation systems (such as rooftop solar) to be interconnected to the utility's electric grid and pays customers for any excess electric generation on their part annually. Additionally, the City has budgeted funds to evaluate technologies, costs, and benefits of demand response technology, which the SHRIP upgrades will facilitate. Average kWh growth over the last 10 years has been 1.555% annually.

**Incorporating City-Owned and Privately-Owned Renewables into Grid Operations:** CLWBU has interconnected into its grid a 1.7 megawatt-AC solar power plant, a 1.54 megawatts-AC comprised of 182 privately-owned solar systems (with an additional 0.47 megawatts-AC comprised of 64 systems in the permitting process for interconnection), and 26.55 megawatts-

AC of privately-owned solar under contract for delivery in 2023, 2024, and 2025 to be indirectly interconnected to its grid, with an additional 20 megawatts-AC of privately-owned solar currently in contract negotiation for indirect interconnection into its grid.

**Microgrids (including distributed energy resources);** the City's electric utility has performed a conceptual assessment of a potential microgrid anchored by a to-be renovated hotel and new residential complex and includes advanced grid functionality such as demand response, V2G and V2X, smart equipment on the utility side as well as the customer side that can reduce and manage loads; the City's electric utility has completed its 2022 and beyond Integrated Resource Plan that calls for a portion of its capacity needs to be met via the use of Demand Response technologies. The utility has budgeted for and is currently reviewing solicitations for the first step towards implementing such technology, selection of the preferred technology, identification of costs and benefits, and logistics of implementation. Also included in long range planning is community growth plans and the energy needed to support growth, as the City's electric utility's Integrated Resource Plan is reflective of expected community growth plans. The utility tracks yearly growth and looks ahead using historic trends and know projects under development to estimate energy needs. Growth estimates are reviewed by multiple external resources and are utilized in the utility's short-term and long-term financial planning.

**SHRIP** is crucial to growth of the community and economic development that will enhance growth of both the population as well as business and industry. The City's economic development plan envisions supporting greater density and increased business development, as represented by three proposed mixed use development sites within the City, described below. These developments will rely upon and will not be viable without the upgraded and improved electrical system to be developed by **SHRIP**. Each site has several options with varying power requirements.

**Site 1** is a 13.60 acre site located near the northern boundary of the City on the west side of North Dixie Highway. Zoning is Mixed Use Dixie Highway (MU-DH), and the future land use is Mixed Use East (MUE). Conceptual site plans show a 60% residential and 40% mixed use configuration. The Rendering 3 option is expected to utilize approximately 2,272,656 kWh of energy per year.



Figure 3 Site 1 is a Mixed Use Development 60/40

Site 1 has several variations at different densities and configurations as shown in Table 2.

Site 1 Options	Lot Coverage	Building Coverage	Floor Area Ratio Max	Density (units / acre)	Height (stories)
Rendering 1	65%	50%	1.55	30 (408 units)	4 (45 ft)
Rendering 2	65%	50%	2.325	45 (612 units)	6 (67.5 ft)
Rendering 3	65%	50%	2.55	55 (748 units)	7 (82.5 ft)

Table 2 Site 1 Development Options

### Rendering 3 – Transfer Development Rights – Density, Intensity and Height Incentives

- Lot coverage – 65%
- Building coverage – 50%
- Floor Area Ratio – Max 2.5575 or 1,515,104 sq. ft.
- Density – 55 units per acre or 748
- Height – 82.50 ft not to exceed seven stories.



Figure 4 The third / highest option for Site 1.

The Rendering 3 option is expected to utilize approximately 2,272,656 kWh of energy per year.

**Site 2** is a 4.83 acre site located along the Florida East Railroad right of way south of Lake Ave., where the City envisions a future East Coast Link light rail or transit station. Zoning is Transit Oriented Development East (TOD-E), and the future land use is Transit Oriented Development

(TOD). Conceptual site plan shows 35% residential, 50% commercial and 15% hotel mixed use. The Rendering 3 option is expected to utilize approximately 1,379,928 kWh of energy per year.



Figure 5 Site 2, south of Lake Ave, aerial rendering

Site 2 also has several variations at different densities and configurations, shown in Table 3.

Site 2 Options	Lot Coverage	Building Coverage	Floor Area Ratio Max	Density (units / acre)	Height (stories)
Rendering 1	65%	55%	2.20	50 (241 units)	5 (55 ft)
Rendering 2	65%	55%	3.975	75 (362 units)	7 (82.5 ft)
Rendering 3	65%	55%	4.3725	85 (410 units)	8 (97.5 ft)

Table 3 Site 2 Development Options

The Rendering 3 option is expected to utilize approximately 1,379,928 kWh of energy per year.

**Site 3** is a 9.897 acre site located next to the Lake Worth Tri Rail Station along the south side of Lake Worth Road west of Interstate 95. Zoning is Transit Oriented Development West (TOD-W), and the future land use is Transit Oriented Development (TOD). Conceptual site plan demonstrates a 35% residential, 50% commercial, and 15% hotel mixed use configuration.





Figure 7 Site 3 Development Options

Site 3 also has several variations at different densities and configurations shown in Table 4.

Site 3 Options	Lot Coverage	Building Coverage	Floor Area Ratio Max	Density (units / acre)	Height (stories)
Rendering 1	65%	60%	2.60	50 (495 units)	5 (55 ft)
Rendering 2	65%	60%	5.30	75 (990 units)	7 (82.5 ft)
Rendering 3	65%	60%	5.83	85 (1,098 units)	8 (97.5 ft)

Table 4 Site 3 Development Options

The Rendering 3 option is expected to utilize about 3,770,239.5 kWh of energy per year.

### Rendering 3 - Transfer Development Rights - Density, Intensity and Height Incentives

- Lot coverage – 65%
- Building coverage – 60%
- Floor Area Ratio – Max 5.83 or 2,513,493 sq. ft.
- Density – 85 units per acre or 1,098 units
- Height – 97.5 ft not to exceed eight stories



Figure 8 Site 3 Option 3 Use Case

### The grid-benefitting outcomes to be delivered by the project.

Lake Worth Beach’s current electrical grid is inadequate to provide consistent, reliable power to the community. This failure in turn has several ripple effects: it puts critical institutions, such as City offices, first responders such fire and safety, educational institutions, health care, and businesses at risk, further disadvantages underserved communities which experience longer

outages from the least modernized infrastructure, and makes the city less attractive to private investment. Interruptions to electricity in these locations have significant consequences, especially during and in the aftermath severe-weather events. In light of this, immediate grid benefiting outcomes include:

- Increase transfer capacity and decreases interdependencies between infrastructure systems to deliver clean energy to the local community.
- Create redundancy improving reliability, reduces fault current, and corrects voltage imbalances. Additionally, converting to lower amounts of oil-cooled type equipment and utilizing environmentally friendly cooling liquid such as FR3.
- Enable significant community resilience and is consistent with distribution grid needs to improve infrastructure to provide underserved and disadvantaged communities with reliable and flexible electric service.
- Reduce disruptions to electric service available to customers when it is needed most.
- Replace old and unprotected direct-buried underground conductors to eliminate risk of failure and modernize the delivery of reliable clean energy
- Reduce repair time and cost, risk of health and safety to line crew during disruption events caused by severe weather events.
- Reduce risk to health and safety of line crew during maintenance and repair and reduce disruptions events for power lines and substations during extreme weather events.
- Improve fault reduction of reactors, regulators help with voltage control, single phase reclosing to reduce customers effected, and capacitors to improve power quality to all new switchyards.
- Address the grid needs of replacing aging submarine cable infrastructure to our barrier island to enable significant community resilience.
- Reduce damage and outages during lighting and weather events, adjacent airport flight path concerns, and vehicle/train derailment accident concerns.

These grid benefits will generate the following additional beneficial outcomes for community residents:

- Reliable electricity in education institutions that provide student learning environments with reliable power for heating, cooling, and lighting.
- Powering health care and residential nursing home facilities with reliable and resilient power is essential for the local community. The facilities require electricity to refrigerate vaccines, sterilize, power equipment, provide lighting during any procedure, and provide basic services to nursing home residents.
- Businesses benefit from access to reliable power to provide lighting, run machines, and communication technologies. In addition, these businesses provide various job opportunities to the local disadvantaged community.
- Electricity helps strengthen the local communities. Reliable electricity power things such as lights at night for safety, pumps to clean and filter water at our water treatment plant, and other living essentials.

- Improved reliable power helps bring new development and as a result more businesses and homes which result in improved housing units, better pay and increased opportunities.
- Support economic growth and development planned for the next 20 years.

Creating a smart grid is an essential step in paving the way for future private investment in the city, which is why the City chose to leverage private sector and non-federal public capital. We anticipate that this will demonstrate to investors our successful management of capital investments, a planned approach to budget management, and a serious commitment to future residents. As a city with an above-average growth rate of more than 20% since the last census, we aim to build a stable power grid that can accommodate an influx of newcomers, their businesses, and the expanding needs of our existing schools and hospitals.

**The impact of the project to reduce innovative technology risk; achieve further deployment at scale; and lead to additional private sector investments.**

The **SHRIP** will be crucial to de-risking private investment into renewable energy generation, including solar, wind and other renewable generation sources, and microgrids that provide localized continuity of service during grid outages. Investors in renewable generation want the

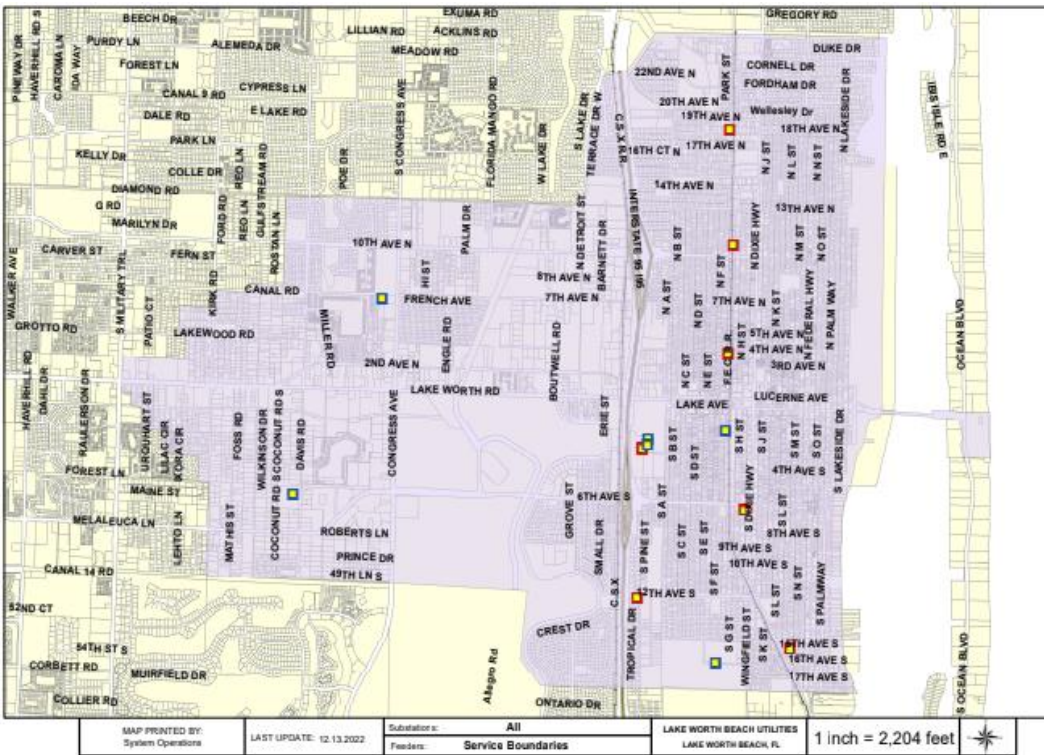


Figure 4 Lake Worth Beach utility infrastructure

ability to sell excess electricity back to the grid, as this creates a potential revenue stream for the equipment owner / operator and increases their motivation to deploy such technologies. Without the ability to receive and purchase energy from

DERs, the motivation for these private sector investments is lowered. By upgrading the transmission system, the **SHRIP** enhances the local grid's ability to receive and utilize energy generated by community DERs and to enable future energy purchasing from DER owners across the City.



### **The impact that DOE funding would have on the proposed project**

The **SHRIP** Initiatives started by CLWBU are currently funded by the City’s Utilities Series 2020 and 2022 bond funds and associated budgeted capital items and are being managed by individual project schedules. The available funding made possible for grid resilience by the DOE GRIP grant will impact the current SHRIP program in the following ways:

- 100 new Science, Technology, Engineering, and Mathematics “STEM” jobs will be made available by CLWBU to the local community.
- This project will mitigate multiple hazards that affect the communities in this service area, including hurricanes, flooding, extreme heat, which have repeatedly disrupted power service to our communities.
- Expansion of scope to expand sub-transmission lines and undergrounding of main distribution feeders as additional efforts in the value of system resilience initiatives.
- Improving capacity of power, resilience of network, and reduction of maintenance for the transmission line.
- Enhanced renewable energy projects, which will increase the availability of carbon-free energy to the grid and allow for mass integration of electric vehicle charging stations.
- Improved grid visibility in SCADA and distribution controls systems for rapid or automated load rebalancing, fault isolation, and repair.
- Improved security for grid data transmissions and additional protection against cyberattacks and domestic terror threats.

### **The readiness, viability, and expected timing of the project.**

Current upgrades are being funded by two rounds of municipal revenue-bond funding, and substantial preparations have been made to secure contractors and suppliers, build a workforce capable of implementing the planned projects, and execute on the most critical repairs quickly. Many of the work agreements and contracts are already in place and are designed to quickly be scaled to the full project with the appropriate funding. The major barrier to accomplishing the goals set out in this proposal is funding limitation. Of the first bond, secured in 2020, most projects are already in motion and either in construction or design. Of the second bond, secured in 2022 Bond, the projects are just starting in the design phase and construction is expected to start by late 2023 with depletion of most of the funds by early 2026. The City will either need to do a 2024 or 2025 bond in order to continue the work, but this would not complete everything; a fourth bond would likely be needed around 2026/27 to secure the most critical upgrades. However, this would be far from completing everything; further work would need to continue for at least another decade, contingent on funding, in order to fully transform the grid. With GRIP funding, we would be able to execute multiple designs at the same time and build simultaneously as much as possible. Successive rounds of bond funding and associated repayment costs will place a significant burden on our disadvantaged community. The table below indicates the difficulty in completing all the necessary projects to the extent that our engineers have recommended; barring federal investment, several of these initiatives will need to wait for future funding rounds.

Expected Time Frame to Completion of Initiatives (years) without and with GRIP funding			
SHRIP Initiative		Without	With
1	New transmission station and automated controls	20+	3-4
2	Add reclosers and other sectionalizing devices, including load flow sensors	20+	3
3	To add fiber to/from each of our stations and some remote line devices.	20+	3
4	Underground transmission line	20+	3
5	Add to our existing 2MW local solar capacity and create battery storage facility	20+	5
6	Installation of an Advanced Metering Infrastructure (AMI) System	20+	3
7	Installation of a Meter Data Management (MDM) System	20+	3

Table 5 How GRIP funding will impact SHRIP timelines

The current status of each initiative is reviewed below:

- All design work for the addition of two 138kV transmission lines under the Purchase Power Initiative at this time is complete with final permits expected in January 2023. Implementation of the new station and connections will start early 2023. The expected completion time for part of this SHRIP Initiative is scheduled over the next 18 months. However, with DOE funding, engineers can integrate additional upgrades and enhancements to the transmission lines from the new tap to the existing tap and main substation as well as a parallel path express feed, a substantial improvement over the current projected design which is not possible without additional funding.
- The city has already invested \$250k with another \$250k awaiting execution on smart grid devices such as reclosers for sectionalizing and mesh grid connecting. This currently will only cover about 10% of the desired improvements to smart grid technology enhancements. The goal is to continue forward to a full remote smart grid capable of receiving autonomous control instructions from a secure centralized analyzation software to restore power to the most customers in the least amount of time. With DOE funding, the city can add the remaining reclosers to cover the remaining 90% of the power grid.
- The city has invested in full design and installation of 3 large segments of utility owned fiber optic communications cables worth over \$400k which will be dedicated to electric utility system protection and critical operating data transfer. Radios will remain as backup data communication providers at the substation and switching stations and upgraded radio infrastructure will be used for remote smart devices to enhance autonomous control and protective coordination. Fiber optic cable systems are currently in design and the 3 segments will be completed by October of 2023. An addition of substation fiber rings will still need to be completed over the next 3-5 years. As of this current funding round, only 20% of the necessary fiber optics can be included, but with DOE funding, the remaining 80%, which are planned but not funded, can be installed as well.
- Preliminary design has been completed on the hardening of our existing transmission line to enhance the capacity and reliability to withstand potential extreme weather. Also, overhead static line clamp inspections and upgrades have been completed along with Infrared inspections and grounding improvements to the existing transmission line. GRIP funds would allow us to either fully upgrade the overhead capacity and infrastructure or move it all underground.
- The City has already invested in its own 2MW solar field with room for much more solar power. CLWBU has also purchased a cooperative contract for more solar in the state of

Florida to increase the portfolio to over 50% carbon-free energy by 2025. DOE funding would allow for battery storage, to store large quantities of daytime solar power for nighttime use, as well as support overnight electric vehicle charging with solar energy rather than fossil-fueled energy.

- The city has already begun to explore and evaluate AMI and MDM solutions available in the market and expects a 3-year total project timeline after selection of the appropriate vendor(s). However, DOE funds are necessary for installation and implementation into the power grid.

## COMMUNITY BENEFITS PLAN

The proposed smart grid upgrades would provide more stable, resilient access to electricity for Lake Worth Beach, new quality job opportunities, and an improved quality of life for many disadvantaged and underserved communities. Lake Worth Beach is a rapidly growing city and one of the most economically and racially diverse municipalities in Palm Beach County. Because of the small size of the power utility and the diverse population who make up Lake Worth Beach's community, this funding proposal directly corresponds to the FOA's stated goals of channeling clean energy to disadvantaged Americans. Additionally, providing increased transmission capacity, storm protection, secure communication, and renewable energy integration are necessary to ensure that its grid can cope with increased demand and provide excellent service to existing low-income communities.

Below are several ways in which **our *System Hardening and Reliability Improvement Project (SHRIP)*** proposal advances the following four priorities: (1) community and labor engagement; (2) investing in the American workforce; (3) diversity, equity, inclusion, and accessibility (DEIA); and (4) the Justice40 Initiative. In preparing for this grant proposal, CLWBU has taken steps to ensure that the community is aware of, actively involved in, and fully represented in the process. The proposal will result in new quality jobs and pathways to careers in highly competitive fields. Additionally, CLWBU has taken steps to ensure that underrepresented and minority communities will be part of the project in every stage, as well as securing similar commitments from its partners. The completed project will result in significant improvement for the city as a whole, clean energy for Justice40 communities, and spillover benefit for the regional and state-wide electrical grid.

### COMMUNITY AND LABOR ENGAGEMENT

Lake Worth Beach is committed to transparency and actively engaging our citizens at every step of the process. In order to obtain community feedback, we plan to address our proposal through several advisory boards, staffed by residents, which reflect our diverse population and regularly solicit citizen input on key city matters. The boards involved in this project will include the following:

- Electric Utility Advisory Board
- Construction Board of Adjustment and Appeals
- Community Redevelopment Agency
- City Trees
- Historic Preservation
- Planning and Zoning
- Recreation
- Finance

The members of these boards consist of ordinary citizens and regularly hold sessions which are publicly notices in advance, open to the public in accessible locations, and open to the public via Zoom web conference. Filtering the proposals through these boards will allow residents of various standings and capacities outside of city government to attend meetings, make their opinions, desires, and opinions known, and offer perspectives on the work. We anticipate that using existing city mechanisms will engage a diverse set of voices and increase transparency about the proposed upgrades to the electrical grid. Additionally, where possible, work opportunities will be made available through local businesses, with additional attention being

given to Small Minority Owned Businesses. In order to encourage small businesses to remain in Palm Beach County, preference in providing goods and services will be given to a local business (entity or person) with a physical address within the corporate limits of the City of Lake Worth. The procurement division and city staff are strongly encouraged to utilize small businesses for purchases that are anticipated to have a total value of less than fifty thousand dollars (\$50,000.00). Additionally, in order to advance diversity, equity, and accessibility, the city will utilize the databases of Palm Beach County Office of Small Minority Owned Business and the small business program of other municipalities within Palm Beach County to acquire lists of potential vendors for procurement opportunities.

**INVESTING IN THE AMERICAN WORKFORCE**

The City is committed to investing in America’s workforce in a meaningful way, especially through local ties. **96.52% of the City employees are in union eligible positions.** The City has collective bargaining agreements with the following Labor Unions:

- International Brotherhood of Electrical Workers (IBEW) has 82.93% minority membership
- Public Employees Union (PEU) has 68% minority membership
- Professional Managers and Supervisors Association (PMSA) has 51% minority membership

SHRIP builds on these existing relationships between labor unions and the city, provide skill upgrades for local workers, and offer new possibilities for good quality jobs. Some of the money funded by this proposal will provide opportunities for apprenticeships, new jobs within these unions, and additional training for existing workers. The multi-year timeframe of the work, the varied tasks involved, and the unionization of labor will meet all the criteria for providing good quality jobs as defined in the FOA: (1) exceeds the local prevailing wage for an industry in the region, includes basic benefits (e.g., paid leave, health insurance, retirement/savings plan), and is unionized, and (2) helps the employee develop the skills and experiences necessary to advance along a career path. Table 6 below identifies job positions projected to be created by the SHRIP, prior to, without GRIP funding and with GRIP funding.

Position	Position Details					
	Educational Requirement	OJT?	Starting \$/yr.	Union Eligible	# of new positions without GRIP	Number of new positions with GRIP
EVSE installer	Electrician Certification	Yes	\$130,000	Yes	0	4-6
Construction workers	none	Yes	\$95,000	Yes	0	45-55
Transmission Engineer	Engineering Degree	Yes	\$110,000	Yes	0	7-10
Linemen	High School/GED	Yes	\$105,000	Yes	0	16
Cable installers	High School/GED	Yes	\$61,000	Yes	0	20
Meter installer	High School/GED	Yes	\$81,000	Yes	0	10
Network Engineer	High School/GED	Yes	\$105,000	Yes	0	1
Project manager	College	Yes	\$105,000	Yes	0	3
Substation technician	High School/GED	Yes	\$60,000	Yes	0	2
Technical Trainer	College	Yes	\$80,000	Yes	0	2

TOTAL						110-125
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Table 6. Jobs to be added by GRIP funding.

Through bargaining agreements with the unions, we have agreed upon a strategy in hiring practices to prioritize and maximize utilization of local resident workers as well as diversity, equity, accessibility and inclusion for minorities, women and people from disadvantaged backgrounds. The City has a state-certified 4-year apprenticeship program for lineman. Per our policies minorities and local applicants are given preference. Seven of the linemen who have graduated the apprenticeship and continue to work for the City, and several have been promoted to higher level positions. The City Human Resource team performs a Class and Compensation study to ensure that job descriptions are accurate with alignment of compensation in the surrounding areas for like jobs. All employees are eligible for and encouraged to pursue professional development, at the City’s expense. The City has a partnership with DeVry University for professional growth training focusing on skills development and workplace opportunities.

In addition to the jobs created by the infrastructure upgrades themselves, as noted above, by improving the community’s electrical infrastructure to permit greater community growth and density, this project will also advance job creation across an even wider range of industries and further enhance regional economic growth. To understand our community better, the City has undertaken an outreach and engagement campaign with the community and has been successful in engaging many companies, organizations and individuals to better understand their energy needs and growth plans and to obtain their support for **SHRIP**.

**DIVERSITY, EQUITY AND INCLUSION AND THE JUSTICE40 INITIATIVE**

CLWBU policies provides preference to and encourages procurements to vendors who are minority, small business, disadvantaged, local. In the event that jobs are created as a result of funding, many of those jobs would be local. The City has been engaging with scores of its local suppliers and vendors and secured commitments to support the SHRIP from: Municipal Lighting Systems Inc, Nassau National Cable, Lawson Products, Transformer Gasket and Components, GHMR, Waco Filters Inc, GE Power & Water, American Safety Utility Corporation, Grainger, K &M Electric, Irby, Highfields Mfg. Co., WESCO, Anixter, American Wire Group, Fastenal, Electric Sales Associates, Inc., Gresco, Victory Bolt, Precast Specialties LLC, Sesco Lighting, Inertia Engineering, Langdale Forest Products/Koppers, Ace Pole Company. Tri-state Utility Products Inc, Jack2Rack/Vertical Cable, Graybar, Sunbelt-Solomon Transformer, Transformers Now, MS-TN Transformers, T&R Electric Supply, Emerald Transformer, Transformer Network, OTC Services, Power Asset Recovery Corp, Normandy Machine, Waste Management Inc of Florida, Great Western Printing, Miami Transfer, Altec Truck Repair, Altec Supply, Altec truck rental, Hi-Line, FarWest , Hall’s Safety , Bobs Barricades, FDOT Permitting, Line-tec Inc, Viking Utility, Tallman Equipment, Sunbelt, Lawnmower Headquarters, American Solutions for Business, LV Superior Landscaping, A Quality Bushog Services Inc, Davey Tree, Acorn Locksmith, National Vision, Halsey and Griffith, Robbins Manufacturing Company, Banyan Printing, Neeld Paper & Supplies, Wilco LLC, LE MYR Group , Hooper Corp, Restore It All, Nucat Corp.. Some of these are minority, veteran or woman owned and/or have committed to prioritizing minority and local hires (Table 7).

<b>Minority owned:</b>	<u>Electrical Distribution Engineering:</u> E.C. Fennell
<b>Minority veteran owned:</b>	<u>Electrical Dist. construction &amp; equipment:</u> Divergent Alliance
<b>Committed to prioritizing minority and local hires:</b>	<u>Electric Pole Line Hardware Suppliers:</u> Electric Supply, Inc., Gresco Utility Supply Inc., Sonepar USA. <u>Ductile Iron Pole Manufacturer:</u> McWane, Inc. <u>Wholesale Power Agency:</u> Florida Municipal Power Agency <u>Electrical Distribution Constr.:</u> L.E. Meyers Co., Hooper Corp. <u>Electrical Distribution Engineering:</u> Power Eng, Inc., BHI Energy <u>Utility Forestry and Vegetation Management:</u> Davey Tree

Table 7. Minority, Veteran or Woman Owned Business supporting SHRIP and/or Committed to DEIA hiring

These companies have also been informed of and agreed to the city’s emphasis on diversity, equity, and accessibility in hiring, especially the need to factor the region’s racial and economic diversity into their hiring decisions. Pursuant to city ordinance, contractors and subcontractors are prohibited from discriminating against an employee or client because of race, color, religion, disability, sex, age, origin, marital status or sexual orientation. Additionally, all city contractors are required to participate in the E-Verify platform to ensure that work involved in this project goes to American citizens and legal resident immigrants.

By improving the community’s electrical infrastructure to permit greater business and economic growth, population density, and critical service resilience to climate impacts, **SHRIP** will facilitate job creation across a wide range of industries, as partially represented by the list above, thereby enhancing regional economic growth for decades to come. As noted in the project description, improvements in the electrical infrastructure will enable planned multi-use developments that will support residential and business growth across a spectrum of income levels and job types, including hotel, retail, IT, technology, banking, healthcare, manufacturing, and many more.

Lake Worth Beach meets multiple criteria of the Justice40 Initiative. According to the US Census Bureau, as of 2019, an estimated 27.4% of residents were considered impoverished, more than twice the countywide average of 12.0% and nearly double the Florida average of 12.4%.<sup>2</sup> It is also a minority-majority community, with only 31.44% of the town identifying as non-Hispanic White alone and substantial Hispanic (45.85%), African-American (18.44%), and mixed-race populations. Approximately 38.7% of residents were born outside of the United States, many of whom immigrated from the Caribbean or Latin America, and one of the most significant immigrant groups includes the Mayan community, a group that fled the Guatemalan government's genocidal attacks during the 1980s and arrived in Palm Beach County mostly undocumented and often afraid of authorities.

Besides directly benefiting underserved communities with more reliable and less expensive energy, the initiatives described herein have been developed to contribute to the overall environmental health of these communities in the following ways:

<sup>2</sup> <https://www.census.gov/quickfacts/fact/table/palmbeachcountyflorida,FL/PST045221>



- Our commitment to clean energy will enable us to provide electricity which is over 50% free of greenhouse gases by 2026, among the best in the country and Florida. GHGs contribute to climate change, which is documented to negatively affect disadvantaged communities disproportionately because of their lack of access to mitigation resources.
- Replacing outdated, often inaccessible electric utility poles to provide stable, consistent power, and streamline repairs;
- Decreasing power outages and improving reliability;
- Decreasing in environmental exposure by undergrounding electrical equipment and wires; and,
- Increasing energy resilience by strengthening the electrical distribution system with stronger infrastructure, including utility poles and hardware.

This electrical infrastructure revitalization and modernization project will:

- a) provide more consistent, stable service to Justice40 communities who currently rely on dangerously outdated and inadequate power infrastructure and who suffer disproportionately from negative impacts from outages;
- b) improve the environmental impact of the power utility; and,
- c) offer the possibility of **100** good jobs and career pathways through our commitment to DEIA, local unions and labor directly associated with this project.

This project supports the planned economic and population growth and increased density in the City, which will increase the population that stand to benefit from the improved infrastructure. In turn, this increased population generates more economic activity, which also benefit the local community.

## ADDENDUM A

The City of Lake Worth Beach Electric Utility (CLWBU) team has been successfully managing grid upgrade projects of this scope and size. The utility employees boast more than 100 years of collective experience and have successfully managed millions of dollars of projects since 2020. CLWBU has permanent access to approximately 20,000 square feet of indoor warehouse storage space and an additional 10 acres +/- of secured outdoor laydown sites. The City owns material handling equipment such as forklifts and flatbed trucks, as well as distribution system maintenance equipment such as bucket trucks and digger derricks. Additional local office and facility space has been identified already if required following Commission approval.

Contracts and suppliers have been identified and can be activated as soon as funds are available. CLWBU has extensive prior experience in large-scale projects, intimate familiarity with the problems and needed repairs, as well as the skill and experience needed to successfully execute the project plan. All projects listed below have a similar fiscal risk in that the funding has been provided by multiple rounds of municipal bonds, with associated project completion timelines. An illustration of projects that are currently in design or are in queue to begin construction are listed in the Table A below, while projects that have recently been seen through to completion are listed in Table B.

### ***Key personnel:***

**Ed Liberty** has served as the Electric Utility Director for the City since August 2017. In this role he leads all aspects of the electric utility's operations and business activities, including energy procurement and resource planning, power generation operations, transmission and distribution operations, materials management, revenue protection, and management of the City's customer service operations. Mr. Liberty also serves on the boards of the Florida Municipal Power Agency, the Florida Municipal Electric Association and Florida Gas Utility as the City's representative. Prior to joining the City, he was employed by Public Service Electric & Gas ("PSE&G") of Newark, New Jersey as Director of Utility Operations Services for the period of 2012 to 2017. Mr. Liberty had previously worked for PSE&G in various roles for sixteen years in the utility and non-utility electric generation and energy services business. Experience included multiple rotational assignments at both the field and corporate level across varied business units. His experience included roles in power plant operations and maintenance, owner's representation on joint-owned power plant assets, engineering, business planning, industrial customer retention, marketing and sales. From 2005 to 2012 Mr. Liberty served as Vice President of Dome-Tech, Inc. and a member of the company's executive committee. Dome-Tech was an energy consulting company providing industrial, large commercial, healthcare, higher education and public entities nationwide with assistance in energy system master planning, improving energy efficiency, reducing greenhouse gas emissions, energy procurement and managing energy cost. During his tenure at Dome-Tech, the company was acquired by United Technologies Corporation, where he worked until returning to PSE&G in 2012. From 1997 to 2005 Mr. Liberty worked for NUI Corporation, a natural gas utility holding company with operations in various states in the eastern U.S., including Florida. In this role he led the company's efforts to grow industrial customer sales and margins,

development and delivery of energy services and the expansion of natural gas distribution/transmission/storage infrastructure to serve markets in New Jersey, Florida, Maryland, North Carolina, Pennsylvania and New York. He was the developer of natural gas pipeline infrastructure projects in support of the corporation's energy hub strategy; projects included pipeline and natural gas storage assets. Mr. Liberty holds a Bachelor of Science degree in Mechanical Engineering from Newark College of Engineering at New Jersey Institute of Technology.

**Jean St. Simon**, has nearly 20 years of experience in Electrical Distribution Projects. Mr. St. Simon has served as an Electrical Distribution Engineer with the City since 2006. In this role he leads all aspects of the Distribution Engineering projects including: technical design, electrical drawing review, underground and overhead replacement projects, overseeing other engineering activities and requirements. Mr. St. Simon is pivotal in materials management activities to determine which poles, cable, transformers, switch are appropriate and required. He provides the quarterly and annual reports to the Public Service Commission as required by law. He also manages the timelines, permitting requirements and specifications of each project. These projects were similar in size / scope to the project proposed herein, included DEIA components, and were successful in achieving all their objectives including completion on time and budget.

**David Martyniuk** has nearly 10 years of experience in managing utility projects of similar scope and complexity. In addition to Lake Worth Beach Utility projects, David also managed a number of Power Systems related at Keys Energy before coming to Lake Worth Beach in 2019. The projects were similar in size / scope to the project proposed herein, included DEIA components, and were successful in achieving all their objectives including completion on time and budget.

**Mike Jenkins** will be a key component on the project team with over 40 years of experience in the Electric Utility industry. Mr. Jenkins has worked for the City for many years and currently oversees all of the energy delivery functions of the City of Lake Worth Beach, and has extensive prior experience managing projects of various size and scope. Mr. Jenkins is also a certified lineman apprentice instructor with Associated Builders and Contractors, Inc as well as a Journeyman Lineman.

**Thomas McKee** has 15 years in Materials Management at electrical utilities and has worked for the City for a number of years. Mr. McKee has focused on projects that require materials demand planning, logistics, warehousing, supply chain coordination, minority owned and women owned vendor sourcing where possible. Thomas has also developed an expansive list of vendors to mitigate the current supply chain disruptions. Mr. McKee also ensures: the City of Lake Worth Beach Project Team has adequate access to equipment and facilities necessary to accomplish the projects described in this application.

**Ashley Sirdar** has multiple engagements with the City. Her most recent achievement is earning a Bachelor's degree in Project Management from a local Lake Worth Beach based university. Ashley had the foresight to enter the electric utility industry, by accepting an internship with the City in 2021. Following her successful graduation, Ashley is now an incredibly resourceful Project

Manager at the City leading budgeting initiatives for the 2020 and 2022 Bonds, providing project activity and cost tracking reporting of SHRIP projects.

**Alyssa Kirk a female veteran of the GWOT** has 12 years managing Electric Utility projects including managing \$75M in technical projects for Oncor Transmission and Distribution. Alyssa has a Masters Certification in Engineering Project Management from Villanova University and a technical management certifications from Harvard University.

Tables 8 and 9 below lists past projects of similar size and complexity and risk as the **SHRIP** efforts discussed in this application.

<b>TABLE 8 - Projects In Progress</b>	
<b>Category / Project Title</b>	<b>Status / Description</b>
<b>Transmission</b>	<b>In Progress</b>
Transmission Line - Canal 138kV Switch Station	Transmission Line project
Transmission Line OPGW	New OPGW Canal to Main & Hypoluxo to Main
Main Yard Control House (TWN)	Eng. Design, purchase & install
<b>Substation</b>	<b>In Progress</b>
6th Ave S sub (6-bank station PB&Z, Survey & Design)	6th AVE South (H Street) Substation Design project
6th Ave S sub (6-bank station Materials & Construction)	7th AVE South (H Street) Substation Construction projects
Main Yard Buss Insulators & Switch Replacement	Main Yard Buss, Switch, Insulator replacement
New Canal 8 Bay Substation (6001,6002,6003,6004)	New Canal 8-Bay Substation (6001,6002,6003,6004, 4DR01)
Substation Capacitor Banks (Main Yard)	Main Yard Capacitor Banks, Study, Eng, Materials & Install
Digital Gas Analysis Equipment from ABB for (4) large power transformers	Digital Gas Analyzer for XFMRS & SCADA
SEL FR12 Digital Fault Indicators ( 12 sets)	Fault Indicators
12th AVE SUB (Design & Construction)	R/R Existing 4kV with 26kV
Omicron Testing Equipment	New Substation Testing Equipment
Engineering Services Support	ECF Engineering Support @ 1900
<b>Distribution</b>	<b>In Progress</b>
7th AVE Circuits Constr. (0702,0703, 0704)	7th AVE Circuit Hardening & Voltage Conv. (LE Myers)
Canal Feeder - Constr. (4DR01)	4DR01 - College Feed from Canal Hardening & Voltage Conversion (LE Myers)
6th AVE S. - Circuit Design (0601,0602,0604)	DESIGN - 6th AVE/H Street Substation Circuit Design, Constr. & Voltage Conversion
6th AVE S. - Circuit Materials & Construction (0601,0602,0604)	DESIGN - 6th AVE/H Street Substation Circuits Constr. & Materials
6th AVE S. - Circuit Design (0603 and 1200)	DESIGN -6th AVE/H Street Substation Circuits
6th AVE S. - Circuit Materials & Construction (0603 and 1200)	MATERIALS & CONSTRUCTION -6th AVE/H Street Substation Circuits
1W05 Phase 1 -Constr. A St. 10th Ave N to 18th AVE N, east on 18th AVE N to Substation	1W05 Phase 1 Constr.

<b>TABLE 8 - Projects In Progress</b>	
<b>Category / Project Title</b>	<b>Status / Description</b>
1W05 Phase 2 -Constr. RR Tracks 18th Ave N to 24th Ave N	1W05 Phase 2 Constr.
1W05 Phase 2 -Constr. RR Tracks 18th Ave N to 24th Ave N	
1W13/0704 Phase 2 - Constr.	1W13 Phase 2 - French Ave Relocate & Hardening
1W13/0704 Phase 2 - Constr.	1W13 Phase 2 - French Ave Relocate & Hardening
Beach Tie - New ICW crossing design, survey & Geotechnical	DESIGN - ICW crossing to Casino Complex
Beach Tie - New ICW crossing materials & construction	MATLS & CONSTR - ICW crossing to Casino Complex
Canal Sub Circuits - Hardening (6001,6003, 6004)	Canal Circuit Hardening (HOOPER)
Canal Sub Circuits - Hardening (6001,6003, 6004)	Canal Circuit Hardening (HOOPER)
Canal Sub Mods - Design (4DR01, 6001, 6003 & 6004 UG/Relocate @ Canal for New Sub)	Canal Circuit Hardening Design
Distribution Modeling & Trip Coordination	Arc Flash, Trip Coord. Modeling (1W05 First, Substation Arc Flash)
138kV Tie-Line Underbuild Distribution Circuits (6004 & 6003)	DESIGN - Distribution Underbuild on FP&L 138kV T-Line
138kV Tie-Line Underbuild Distribution Circuits Materials & Construction (6004 & 6003)	MATLS & CONSTR - Distribution Underbuild on FP&L 138kV T-Line
Undergrounding & Distribution Circuit Mods 5003, 0602, 0603	Undergrounding and loop feed for Gulfstream and Bryant Park Beach Tie
1W05 Phase 3- Design & Construction - UG Work (W05-E09-E06-3N11-3N12)	1W05 Phase 3 Design & Construction
1E09 & 1N11/0703 UG at 7th AVE N & I-95	E09 & 1N11/0703 UG at 7th AVE N & I-95
System Reclosers	Distribution System Reclosers
XPLE UG Cable Replacement @ various locations & Substations	XPLE UG Cable Replacement
12 AVE S Circuits	12th AVE Circuits (1201, 1202, 1203 & 1204)
New Main Yard Feeder 1W18	New Main Yard Feeder tie to 1W05/1E03

Table 8 Projects in Progress

<b>TABLE 9 - Completed Projects (SHRIP):</b>	
<b>Project Title</b>	<b>Description</b>
138kv Tie-Line Static Line Repairs	138kv Static Line Repairs
Main Yard GT2 138kV Cable Replacement	138kV UG Cable Replacement
Underground 3S04 Circuit at FEC RR and 1st AVE S	Underground 3S04 Circuit at FEC RR and 1st AVE S
South Loop Conversion	0602 In-House Labor (O&M)
E08 & ABB Breaker Project	E08 Breaker Replacement and ABB Breaker Upgrades
EU/City Fiber & Communication	Fiber to CLWB Substations
7th AVE N Substation (Constr.)	7th AVE Sub Construction

Table 9 Completed Projects (SHRIP)

Many of the projects are utilizing or replacing existing facilities. The equipment contracts, consultants, and contractors are often existing contracts. If the City receives GRIP funding,

through commission approvals we can quickly execute on these projects as we already have them scoped out, but we do not have the funding to achieve them without GRIP. The equipment involved in these projects has a hybrid acquisition process between contractors and CLWBU where the larger normal stock items would be ordered in advance of the project construction and stored on site at various locations. The remainder of smaller more abnormal items such as conductive bus, control cabling, nuts/bolts, etc. are typically left to the contractor to purchase specific to the project.