



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

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Vice Mayor McVoy

AGENDA - Additions / Deletions / Reordering:

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

- A. Ocean Current Energy Update by Gabriel Alsenas, Director, Core Facilities, Harbor Branch Oceanographic Institute
- B. [Highlights of the Inflation Reduction Act](#)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [July 26, 2022](#)

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

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

NEW BUSINESS:

- A. [Resolution No. 59-2022 -- Budget Amendment for FY2022 in order for the Electric Utility to fund increases in wholesale supplemental power purchases](#)
- B. [First Amendment to Task Order No. 7 with TeamworkNet, Inc., to complete engineering design for the 6th Avenue South Substation](#)
- C. [Task Order No. 16 with WGI, Inc. to complete surveying services for the 6th Avenue South Circuits](#)
- D. [Third Amendment to Task Order No. 2 with Power Engineers, Inc.](#)
- E. [Fourth Amendment to Task Order No. 1 with Power Engineers, Inc.](#)

- F. [Agreement with G&W Electric Company for the purchase and delivery of Three Phase Pad Mounted Switches](#)
- G. [Resolution 60-2022 – Amending the City of Lake Worth Beach Electric Utility Net Metering Program Interconnection Rules to Accommodate New Participant Purchases of Electric Vehicles](#)

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

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

Inflation Reduction Act

Signed into law by President Biden – August 16, 2022

Environmental Protection Agency (EPA)

- Greenhouse Gas Reduction Fund (\$27B)
 - Invests in nonprofit, state and local financing institutions to rapidly deploy low and zero emission technologies with investment from the private sector
 - At least 40% of benefits must flow to low-income and disadvantaged communities to deploy the technology.
 - Should be prioritized for projects that would otherwise lack access to funding

Environmental Protection Agency (EPA) – Continued)

- Clean Heavy-Duty Vehicles (\$1B)
 - Grants and rebates to states, local governments and nonprofit school transportation associations to replace heavy duty vehicles classes 6-7 with zero-emission vehicles.
 - Infrastructure (charging) is an allowable cost
 - 40% must be directed to areas with high air pollution

Environmental Protection Agency (EPA) – Continued)

- Low-Emissions Electricity Program (\$87M)
 - Education and technical assistance for consumers, state, tribal, and local governments regarding GHG emissions as a result of domestic electricity.

Environmental Protection Agency (EPA) - Continued

- Addressing Air Pollution (\$280.5M)
 - grants to carry out air monitoring for low-income and disadvantaged communities
 - monitoring and reducing air pollution of schools in low-income and disadvantaged communities.

Department of Energy

- Interregional and Offshore Wind Electricity Transmission Planning, Modeling, and Analysis (\$100M)
 - Several topics of interest including integration into the electric grid, impacts on reliability and resilience of the grid, and others

Department of Energy (Continued)

- Home Energy Performance-Based, Whole House Rebates (\$4.3B)
 - Offers rebates for whole-house energy savings retrofits (HOMES program)

Single Family Homes

Energy Savings of 20-35%	Lesser of \$2,000 or 50% of project cost
Energy Savings of greater than 35%	Lesser of \$4,000 or 50% of project cost
Measured Energy Savings of at least 15%	Payment rate per kWh saved, equal to \$2,000 for a 20% reduction of the states average home or 50% of the project cost

Multifamily Building Owners

Energy Savings of 20-35%	\$2,000 per dwelling up to \$200,000
Energy Savings of greater than 35%	\$4,000 per dwelling up to \$400,000
Measured Energy Savings of at least 15%	Payment rate per kWh saved, equal to \$2,000 for a 20% reduction of the states average home or 50% of the project cost

Single Family Homes occupied by low-or moderate-income households/Multifamily homes occupied by at least 50% low- or moderate-income

Energy Savings of 20-35%	Lesser of \$4,000 or 80% project cost
Energy Savings of greater than 35%	Lesser of \$8,000 or 80% project cost
Measured Energy Savings of at least 15%	Payment rate per kWh saved, equal to \$4,000 for a 20% reduction of the states average home or 50% of the project cost

Department of Energy (Continued)

- High Efficiency Electric Home Rebate Program (\$4.5B)
 - Provides rebates for homeowners and multifamily building owners totaling \$14,000 for new construction purchases, first time purchase of appliance and replacement of nonelectric appliances.

Households below 80% of area median income	Rebate covers 100% of the project cost
Households 80-150% of area median income	Rebate covers 50% of the project cost
Multifamily Units with 50% of households are below 50% of area median income	Rebate covers 100% of the project cost
Multifamily Units with 50% of households between 80% and 150% of area median income	Rebate covers 50% of the project cost

*See next slide for rebate amounts

Department of Energy (Continued)

- High Efficiency Electric Home Rebate Program (\$4.5B) – Continued
 - Appliance/Non-appliance Upgrades & Installation Rebates

Heat Pump Water Heater	Up to \$1,750
Heat Pump for Space Heating or Cooling	Up to \$8,000
Electric Stove, Cooktop, Range, or Oven	Up to \$840
Electric Heat Pump Clothes Dryer	Up to \$840
Electric Load Service Center Upgrade	Up to \$4,000
Insulation, Air Sealing, and Ventilation	Up to \$1,600
Electric Wiring	Up to \$2,500
Installation (commensurate with scale of upgrades)	Up to \$500

Department of Energy (Continued)

- Clean Fuels

- Alternative Fuel Refueling Property Credit (EV Charging)

- Increases available tax credit maximum from \$30k to \$100k
 - Allows credit to be calculated per single unit vs per location
 - Available to individuals
 - Extends to 2032

Department of Energy (Continued)

- Clean Vehicles

- Clean Energy Vehicle Credit worth up to \$7,500 based on two components
 - Component 1 - \$3,750 – certain percentage of critical minerals in the battery are extracted or processed in the U.S, a country with a U.S. free trade agreement or recycled in North America
 - Component 2 - \$3,750 – a certain percentage of the battery is manufactured or assembled in North America
- Vehicles must meet both requirements to receive the full \$7,500.
- Certain vehicles will be disqualified based on retail prices above certain thresholds
- Taxpayers with modified adjusted gross income of more than \$300k married filing jointly, \$225k for head of household, and \$150k single taxpayers
- Applicable to vehicles placed in service between 12/31/22 and 2032

Department of Energy (Continued)

- Clean Vehicles
 - Previously Owned Clean Energy Vehicles
 - Provides tax credit for previously owned clean energy vehicles at least 2 years old – purchased before 12/31/32; and equal to the lesser of \$4,000 or 30% of the sale price
 - Tax credit is limited to those earning less than \$150k for those married filing jointly; \$112.5k for head of household and \$75k for a single taxpayer
 - Sale price cannot exceed \$25k
 - Vehicle is only eligible for the tax credit once in its lifetime
 - Individuals can only claim one used vehicle credit per three years

Department of Energy (Continued)

- Clean Energy Vehicles

- Qualified Commercial Clean Energy Vehicles

- Credit for Qualified Commercial Clean Vehicles
 - Credit is equal to 15% of it's cost – 30% if not powered by gasoline or diesel
 - Maximum credit amount will be \$7,500 with gross weight rating of 14,000 pounds and \$40,000 for all others
 - Applicable to vehicles in service after 12/31/22 through 2032

Department of Energy (Continued)

- Energy Efficiency
 - Nonbusiness Energy Property Credit
 - Personal tax credit for making a home more energy efficient
 - Increases credit through 2032 from 10% to 30%
 - Covers qualified products eligible for the credit – water heaters, heat pumps, central A/C, hot water boilers, biomass stoves, oil furnaces, air sealing materials and systems, costs of home energy audits, and electrical panels installed to enable qualified improvements
 - Roofs ineligible

Department of Energy (Continued)

- Energy Efficiency
 - Residential Clean Energy Credit
 - Offers tax credit for installing clean household energy such as solar, wind, or geothermal
 - Phaseout is implemented as below:
 - 2022 – 2032: 30%
 - 2033: 26%
 - 2034: 22%
- *Battery storage with capacity of at least 3 kWh is eligible for credit

Department of Energy (Continued)

- New Energy Efficient Home Credit
 - Extends through 2032

Type of Home	Standard of Efficiency	Base Credit	Bonus Credit
Single Family	Energy Star Single-Family New Homes Program	\$2,500	N/A
Manufactured Homes	Energy Star Manufactures Homes National Program	\$2,500	N/A
Multifamily Homes	Energy Star Manufactures National and Regional Program	\$500	\$2,500
Multifamily Homes Zero Energy Ready	DOE Zero Energy Ready Home Program	\$1,000	\$5,000

U.S. Forest Service

- \$1.5 billion for multiyear grants to states, local governments, tribes, or nonprofits for tree planting through the Urban and Community Forestry Assistance Program

US Dept. of Housing and Urban Development (HUD)

- \$837 million in loans and grants targeting affordable housing to improve energy and water efficiency and implement the use of zero-emission electricity generation.

Energy Generation

- Renewable Production Tax Credit
 - Extends to 2024
 - Applies to production of energy from solar, wind, geothermal, biomass and hydropower and others
 - Base credit – 0.3 cents per kWh with bonus credit of 1.5 cents per kWh if prevailing wage and apprenticeship requirements are met (with exceptions of small projects)

Energy Generation

- Investment Tax Credit (ITC) Extension
 - Extends to 2024 (geothermal to 2035)
 - Base credit – 6% with bonus credit of 30% if prevailing wage and apprenticeship requirements are met
 - 20% bonus credit for solar and wind facilities that are part of a qualified low-income residential building project or low-income economic benefit project.



Direct Payment of Energy Tax Credits to Public Power Utilities under the Inflation Reduction Act of 2022

The Inflation Reduction Act (IRA) would allow public power utilities to directly benefit from certain energy related credits. The following is brief summary of provisions related to this direct payment.

Overview

The IRA would allow public power utilities, rural electric cooperatives, the Tennessee Valley Authority, and other qualifying tax-exempt entities to directly benefit from certain energy-related credits. While some existing energy-related provisions of the Internal Revenue Code (Code) allow a tax-exempt entity to transfer the value of tax incentives to other taxable entities, this is the first time the Code would allow a tax-exempt entity to, effectively, directly claim tax credits for themselves. Specifically, section 13801 of the IRA creates new Code section 6417 allowing for “elective payment of applicable credits.”

Mechanics

New Code section 6417 allows an “applicable entity” to “elect” to convert an “applicable credit” into a deemed payment of tax equal to the amount of the credit. The owner would then file for a refund from the Internal Revenue Service for this deemed tax “payment.” This mechanism has been referred to as a refundable direct payment tax credit or, more simply, direct payment.

For an entity that already submits annual returns (such as a rural electric cooperative), this election and deemed payment of tax will be included as part of their tax return and the deemed payment could be used to offset an existing tax liability or could be claimed as a refund.

For governmental entities including public power utilities, the IRA directs Treasury to create a mechanism by which an election can be made and a refund can be claimed. This mechanism could be akin to the current mechanism by which state and local entities claim a refund of federal excise taxes on fuels (e.g., IRS Form 8849, Claim for Refund of Excise Taxes).

“Applicable entity”

An “applicable entity” is defined as:

- A tax-exempt entity;
- A tax-exempt organization;
- A state or local government;
- A political subdivision;
- The Tennessee Valley Authority;
- An Indian tribal government; and
- An Alaskan Native Corporation.

August 11, 2022

“Applicable credit”

An applicable credit is defined as the:

- The section 30C alternative fuel vehicle refueling property credit;
- Section 45 production tax credit;
- Section 45Q credit for carbon capture and sequestration;*
- Section 45U zero-emission nuclear power production credit;
- Section 45V clean hydrogen production credit;*
- Section 45W commercial clean vehicles credit;
- Section 45X advanced manufacturing production credit;*
- Section 45Y clean electricity production credit;
- Section 45Z clean fuel production credit.
- Section 48 investment tax credit;
- Section 48C advanced energy project credit; or
- Section 48E clean electricity investment credit.

* *Taxable* entities can also make an election for direct payment of these tax credits.

Timing

Generally, direct payment elections are permitted for taxable years beginning after Dec. 31, 2022, through Dec. 31, 2032. However, the timing of the availability of the underlying credits may vary.

For certain credits, direct payment is only permitted for property or equipment placed in service after December 31, 2022. These credits include the:

- Section 45 production tax credit;
- Section 45Q credit for carbon capture and sequestration; and
- Section 45V clean hydrogen production credit;

Domestic Content Requirement

A project for which an applicable entity is seeking direct payment must meet domestic content requirements. This requirement does not apply where the owner is not seeking direct payment.

Exceptions to the domestic content requirement for purposes of a direct payment election include:

- If the project is smaller than 1 MW;
- If the cost of meeting the domestic content requirement would increase the overall project cost by 25% or more;* or
- If the relevant products are not produced in sufficient “reasonably available” quantities or of a satisfactory quality to meet the domestic content requirement.*

*See, 49 CFR 661 for a further explanation of these two exceptions.

In addition, the domestic content requirement for direct payment is “phased in” over time. Specifically, from 2024 through 2025, even if a project fails the domestic content requirement, it can still qualify for a certain percentage of the otherwise applicable credit. That percentage is:

- 100% of the applicable credit if construction on the project begins before 2024;
- 90% of the applicable credit if construction on the projects begins in 2024; and
- 85% of the applicable credit if construction on the project begins in 2025.

Finally, it is worth noting that projects which meet domestic content requirements are, generally, eligible for a “domestic content bonus credit.” This bonus credit is available whether or not the project owner is seeking direct payment. So, on the one hand, an entity not seeking direct payment and not meeting the domestic content requirement gets no bonus credit, but is still eligible for the base energy credit. On the other hand, an entity seeking direct payment must meet the domestic content requirement and, so, also qualifies for the bonus credit.

Tax-Exempt Financing

Certain applicable credits are reduced to the extent the project is financed with tax-exempt bonds, up to a maximum reduction of 15 percent. For example, a project financed with tax-exempt debt that would otherwise qualify for a 30 percent investment tax credit would instead be eligible for a 25.5 percent credit, or a 2.5 cent per KWH production tax credit would be reduced to 2.125 cents per KWH.

Generally, this limit applies to projects where the construction begins after the date of enactment. However, for purposes of the Section 45Q credit for carbon capture and sequestration, the limit applies to “facilities or equipment placed in service after December 31, 2022.”

The 15 percent reduction for tax-exempt financing applies to the:

- Section 45 production tax credit;
- Section 45Q credit for carbon capture and sequestration;
- Section 45V clean hydrogen production credit;
- Section 45Y clean electricity production credit;
- Section 48 investment tax credit;
- Section 48E clean electricity investment credit.

However, as written, there is no limit in the case of tax-exempt financing for the:

- Section 30C alternative fuel vehicle refueling property credit;
- Section 45U zero-emission nuclear power production credit;
- Section 45W commercial clean vehicles credit;
- Section 45X advanced manufacturing production credit;
- Section 45Z clean fuel production credit; or
- Section 48C advanced energy project credit.

For more information, please contact:

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 Senior Government Relations Director
 (202) 467-2929
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Working Summary of Energy and Climate Related Provisions in the Inflation Reduction Act

President Joe Biden signed the budget reconciliation Inflation Reduction Act of 2022 (IRA) into law on Aug. 16, 2022, following its passage along party lines in the U.S. Senate and House of Representatives. This expansive legislation is the result of many months of negotiations among Democrats to advance some of President Biden's highest policy priorities. The IRA makes major investments in climate change, domestic energy production and manufacturing, and healthcare, while aiming to reduce the budget deficit.

The IRA does not contain a clean energy requirement – there are no mandatory emission reductions or requirements to close existing generation. The bill is said to put the United States on a path toward a 40 percent reduction in carbon emissions by 2030 through the single biggest climate funding investment in U.S. history.

A summary of key energy and climate provisions of the IRA is presented below; however, this document is not to be construed as an endorsement of any provision with the exception of refundable direct pay tax credits, which for years have been a top priority of FMEA, along with the American Public Power Association and our member utilities.

Additional information, guidance and regulations related to the numerous provisions outlined below will be released from the U.S Department of Treasury and other respective agencies as they implement the new provisions.

Climate/Clean Energy Tax Provisions

The bill makes significant reforms and additions to current clean energy tax credits, including direct pay provisions for public power.

- Creates a new direct payment of tax credits for tax-exempt/not-for-profit entities, state and local entities and political subdivisions, rural electric cooperatives, TVA, tribal entities.
- Establishes new system of “base credits” and “bonus credits” for clean energy tax credits – eligible entities must meet prevailing wage, domestic, content, and apprenticeship requirements.
- Extends and expands energy production tax credits and investment tax credits for wind, solar, geothermal, battery storage, biogas.
- Extends and creates production tax credits for nuclear, clean hydrogen, biofuels, carbon capture and sequestration (public power not eligible).

Carbon Reduction

The bill targets investments at reducing emissions in every sector of the economy.

- Tax credits for clean sources of electricity and energy storage and targeted grant and loan programs for states and electric utilities to accelerate the transition to clean energy.
- Tax credits and grants for clean fuels and clean commercial vehicles.
- Grants and tax credits to reduce emissions from industrial manufacturing processes.

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Reedy Creek Improvement District • St. Cloud • Starke • Tallahassee • Wauchula • Williston • Winter Park

- Deployment program to reduce emissions from the largest industrial emitting plants (chemical, steel, cement).
- Over \$9 billion for Federal procurement of American-made clean technologies.
- \$27 billion clean energy technology accelerator to support deployment of technologies to reduce emissions, focused on disadvantaged communities.
- A Methane Emissions Reduction Program to reduce the leaks from the production and distribution of natural gas.

Incentives to Consumers

The bill provides direct consumer incentives to buy energy efficient and electric appliances, clean vehicles, rooftop-solar systems, and investments in home energy efficiency.

- \$9 billion in consumer home energy rebate programs, focused on low-income households, to electrify home appliances and conduct energy efficient retrofits.
 - Total family annual income must be less than 150% of the median income where you live to qualify.
 - Qualifying homeowners can get rebates for as high as:
 - \$840 for stove, cooktop, range, oven, or heat pump clothes dryer
 - \$1,750 for a heat pump water heater
 - \$8,000 for a heat pump for space heating or cooling
 - \$1,500 for insulation, air sealing, and ventilation
 - \$2,500 for electric wiring
 - \$4,000 for an electric load service center upgrade
- New and expanded consumer tax credits for energy efficient and clean energy homes; heat pumps, rooftop solar, battery storage, electric HVAC and water heaters.
 - 30% of the costs for all eligible home improvements
 - Lifetime limit of \$500 in efficiency credits has been expanded to \$1200 annual limit on the credit amount. Annual limits for specific types of qualifying improvements:
 - \$150 for home energy audits
 - \$250 for an exterior door (\$500 total for all exterior doors)
 - \$600 for exterior windows and skylights; central air conditioners; electric panels; natural gas, propane, or oil water heaters
- \$2,000 for electric or natural gas heat pump water heaters or heat pumps
- \$1 billion grant program for energy efficiency upgrades in affordable housing.
- Expands tax credits for energy efficient commercial buildings
 - Up to \$5 per square foot to support energy efficiency improvements
 - Up to 30% of costs of installing solar power and purchase of clean commercial fleet
- Grants to help state and local governments adopt the latest building energy codes

Electric Vehicle Credits

The bill introduces a number of significant changes to the tax credit for new electric vehicles

- Maintains the existing up to \$7,500 consumer credit for the purchase of a qualified new clean vehicle (electric vehicles, plug-in hybrids, hydrogen fuel cell vehicles)
 - Credit is reduced or eliminated if certain percentage is not manufactured in North America
 - Implements an income eligibility limit of \$150,000 or \$300,000 for joint filers
 - Implements caps of \$80,000 per vehicle for vans, SUVs and pickups, and \$55,000 for other vehicles
 - Credit will be applied directly to car purchase starting in 2024
- Creates new consumer tax credit for purchase of used non-commercial clean vehicle

- Credit equal to lesser of \$4,000 or 30% of vehicle cost
- Sets maximum sale price of \$25,000
- Model must be at least two years older than the year of sale
- Income eligibility of \$75,000 or \$150,000 for joint filers
- New commercial clean vehicle credit
 - \$7,500 tax credit for class 1-3 (under 14,000 lbs.)
 - \$40,000 for class 4 and above (over 14,000 lbs.)

Investments in American Clean Manufacturing

The bill includes over \$60 billion for domestic clean energy manufacturing.

- \$30 billion in production tax credits for domestic manufacturing of solar panels, wind turbines, batteries, and critical minerals processing.
- \$10 billion investment tax credit to build clean energy technology manufacturing facilities.
- \$500 million in the Defense Production Act for heat pumps and critical mineral processing.
- \$2 billion in grants to retool existing auto manufacturing facilities to manufacture clean vehicles.
- Up to \$20 billion in loans to build new clean vehicle manufacturing facilities.
- \$2 billion for the national labs to accelerate breakthrough energy research.

Department of Energy Programs

- \$4.3 billion grants to state energy offices for clean energy rebates to homeowners.
- \$4.3 billion for purchase and installation of home electric appliances
- \$3.6 billion clean energy loan guarantees
- \$75 million for energy development in Tribal communities
- \$2 billion direct loans for certain transmission projects
- \$760 million for transmission siting improvements – studies, analysis
- \$100 million for planning, modeling, analysis and development of interregional transmission for offshore wind
- \$700 million nuclear energy program for activities that support uranium industry

Oil and Gas Provisions

- Federal lands and offshore waters that are used for renewable energy development must also be opened up for oil and gas drilling.
- Concessions that could streamline a West Virginia gas pipeline and ease permitting for new energy projects.
- New fees for natural gas extraction and methane leaks, and Superfund taxes on crude oil and its related products.

Investments in Disadvantaged Communities

The bill includes over \$60 billion in environmental justice priorities.

- \$3 billion in Environmental and Climate Justice Block Grants for community led projects to address disproportionate environmental and public health harms related to pollution and climate changes.
- \$3 billion in Neighborhood Access and Equity Grants to support neighborhood equity, safety, and affordable transportation access.
- \$3 billion in grants to reduce air pollution at ports.
- \$1 billion for clean heavy-duty vehicles (buses, garbage trucks).

Investments in Rural Communities

The bill includes investments in clean energy development in rural communities.

- \$20 billion to support climate-smart agriculture practices.
- \$5 billion in grants for forest fire resiliency.
- Tax credits and grants to support the domestic production of biofuels.
- \$2.6 billion in grants to conserve and restore coastal habitats.
- Tax credits for renewable energy projects located in a low-income community or on tribal lands

USDA Assistance for Rural Electric Cooperatives

- \$9.7 billion to the Department of Agriculture for loans and other assistance to rural electric cooperatives for purchase and deployment of renewable energy and improvements to generation and transmission systems.

**MINUTES
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JULY 26, 2022 - 6:00 PM**

The meeting was called to order by Vice Mayor McVoy on the above date at 6:07 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:32)

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

PLEDGE OF ALLEGIANCE: (0:52) led by Commissioner Kimberly Stokes.

AGENDA - Additions/Deletions/Reordering: (1:11)

Resolutions 40-2022 and 41-2022 were amended to authorize the Vice Mayor as a signatory for the FDEP grants for South Palm Park and Eden Place.

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

A. Proclamation to name the city's Water Treatment Plant the Jo-Ann Golden Water Treatment Plant (1:53)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (6:00)

APPROVAL OF MINUTES: (10:27)

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

A. June 28, 2022

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

CONSENT AGENDA: (10:44) (public comment allowed during Public Participation of Non-Agendaed items)

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

A. Amendment One to the Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT) Subrecipient Agreement with Florida Department of Economic Opportunity (FDEO)

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

NEW BUSINESS: (10:55)

A. Resolution No. 40-2022 – Resilient Florida Grant Agreement for South Palm Park (10:56)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Resolution No. 40-2022 – Resilient Florida Grant Agreement for South Palm Park.

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

B. Resolution No. 41-2022 – Resilient Florida Grant Agreement for Eden Place (20:26)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve Resolution No. 41-2022 – Resilient Florida Grant Agreement for Eden Place.

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

C. Purchase Order with Stuart C. Irby Company for GE current limiting reactors (24:52)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Purchase Order with Stuart C. Irby Company for GE current limiting reactors.

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

D. Task Order No. 1 with Precision Contracting Services, Inc. for the design, materials and installation of fiber optic cable from Hypoluxo Substation to the Main Yard Substation (25:56)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Task Order No. 1 with Precision Contracting Services, Inc. for the design, materials and installation of fiber optic cable from Hypoluxo Substation to the Main Yard Substation.

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

E. Task Order No. 2 with Precision Contracting Services, Inc. for the design, materials and installation of fiber optic cable from the Canal Substation to the Main Yard Substation (56:49)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve Task Order No. 2 with Precision Contracting Services, Inc. for the design, materials and installation of fiber optic cable from the Canal Substation to the Main Yard Substation.

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

F. Task Order No. 8 with TeamworkNet, Inc., to complete testing and commissioning of the new Main Yard Control House (27:24)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Task Order No. 8 with TeamworkNet, Inc., to complete testing and commissioning of the new Main Yard Control House.

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

G. Purchase Order(s) to McWane Poles for the purchase and delivery of ductile iron utility poles (28:15)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Stokes to approve the Purchase Order(s) to McWane Poles for the purchase and delivery of ductile iron utility poles.

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

H. Electric Utility Reliability Presentation (29:10)

The meeting recessed at 7:12 PM and reconvened at 7:17 PM.

I. Purchased Power Cost Adjustment (PCA) (1:11:01)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes approve the PCA increasing the bills by \$15 and revisiting the issue next month.

Action: Motion amended by Commissioner Malega and seconded by Commissioner Diaz to approve the PCA as presented under the Base Case, effective September 1, 2022 with staff bringing back a payment plan, a commercial budget program, an educational component, a demand response discussion and a presentation on a multi-tier billing option to future meetings.

Vote: Voice vote showed: AYES: Vice Mayor Christopher McVoy and Commissioners Sarah Malega and Reinaldo Diaz. NAYS: Commissioner Kimberly Stokes. ABSENT: Mayor Betty Resch.

ADJOURNMENT: (2:44:31)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 8:52 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: August 30, 2022

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

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: August 30, 2022

DEPARTMENT: Water Utility

TITLE:

Work Order #1 and First Amendment with Johnson-Davis, Inc. for emergency stormwater drainage improvements

SUMMARY:

Work Order #1 with Johnson-Davis, Inc. provides and ratifies emergency stormwater drainage improvements at N F St and Lucerne Ave for a total cost of \$109,940.00. The Amendment adds three additional line item costs for the repair work.

BACKGROUND AND JUSTIFICATION:

The City has an agreement with Johnson-Davis, Inc. for Emergency Utility Repairs for Water, Wastewater and Stormwater. Work Order #1 includes installation of drainage inlet, a control structure manhole, 78 linear feet of exfiltration trench with a dimension of six by ten feet, and all other associated restoration. The installation of this system will sequester the flooding that occurs in this area after an intense rainfall event. In addition, it will help reduce the repetitive flooding that is occurring in the neighboring condo building. As this is an emergency contract, this work order was approved by City Manager and is requested to be ratified by City Commission. Johnson-Davis is procuring the materials to begin the construction.

The Amendment to Agreement includes three additional line items that were not part of the original agreement, but are necessary for the repair project.

MOTION:

Move to approve/disapprove Work Order #1 and First Amendment with Johnson-Davis, Inc. providing and ratifying emergency stormwater drainage improvements at N F St and Lucerne Ave for a total cost of \$109,940.00; and adding three line item costs necessary for the repair work.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order #1
First Amendment

**CONTRACTOR AGREEMENT
(EMERGENCY UTILITY REPAIRS FOR WATER, WASTEWATER AND STORMWATER)
WORK ORDER NO. 1**

THIS WORK ORDER for Emergency Utility Repairs for Water, Wastewater and Stormwater ("Work Order" hereafter) is made between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Johnson-Davis Incorporated**, a company authorized to do business in the State of Florida ("Contractor" hereafter). 7/12/2022

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Emergency Utility Repairs for Water, Wastewater and Stormwater project generally described as: North F Street between Lucerne Ave and 1st Ave S drainage improvements. (the "Project"). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

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

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within 30 calendar days from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within 45 calendar days from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

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

4.0 Compensation and Direct Purchases

This Work Order is issued for a unit price, not to exceed amount of \$109,940.00 (one hundred nine thousand, nine hundred and forty dollars and zero cents). The attached proposal identifies all costs and expenses included in the unit price, not to exceed amount.

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

5.0 Project Manager

The Project Manager for the Contractor is Jim Amsler, phone:561-588-1170; email: jamsler@johnsondavis.com; and, the Project Manager for the City is Julie Parham, phone:561-586-1798; email: jparham@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Contractor's Representations

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

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

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

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

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

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

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

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

9.0 Authorization

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this **Work Order** as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: Carmen Y. Davis
Carmen Davis, City Manager

The City Manager has approved this document pursuant to her emergency powers under the City's procurement code. As soon as reasonably possible, this document will be presented to the City Commission for ratification.

ATTEST:

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



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

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

CONTRACTOR: **Johnson-Davis Incorporated**

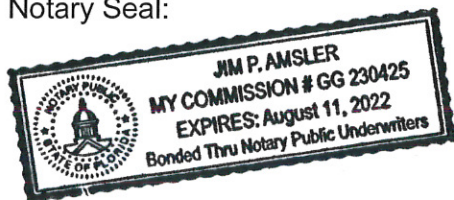
[Corporate Seal]

By: [Signature]
Print Name: Wm. Clark C. Coyer
Title: Est. Mgr.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 17TH day of JUNE, 2022, by Wm. Clark C. Coyer, as the EST. MANAGER (title), of **Johnson-Davis Incorporated**, a Company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

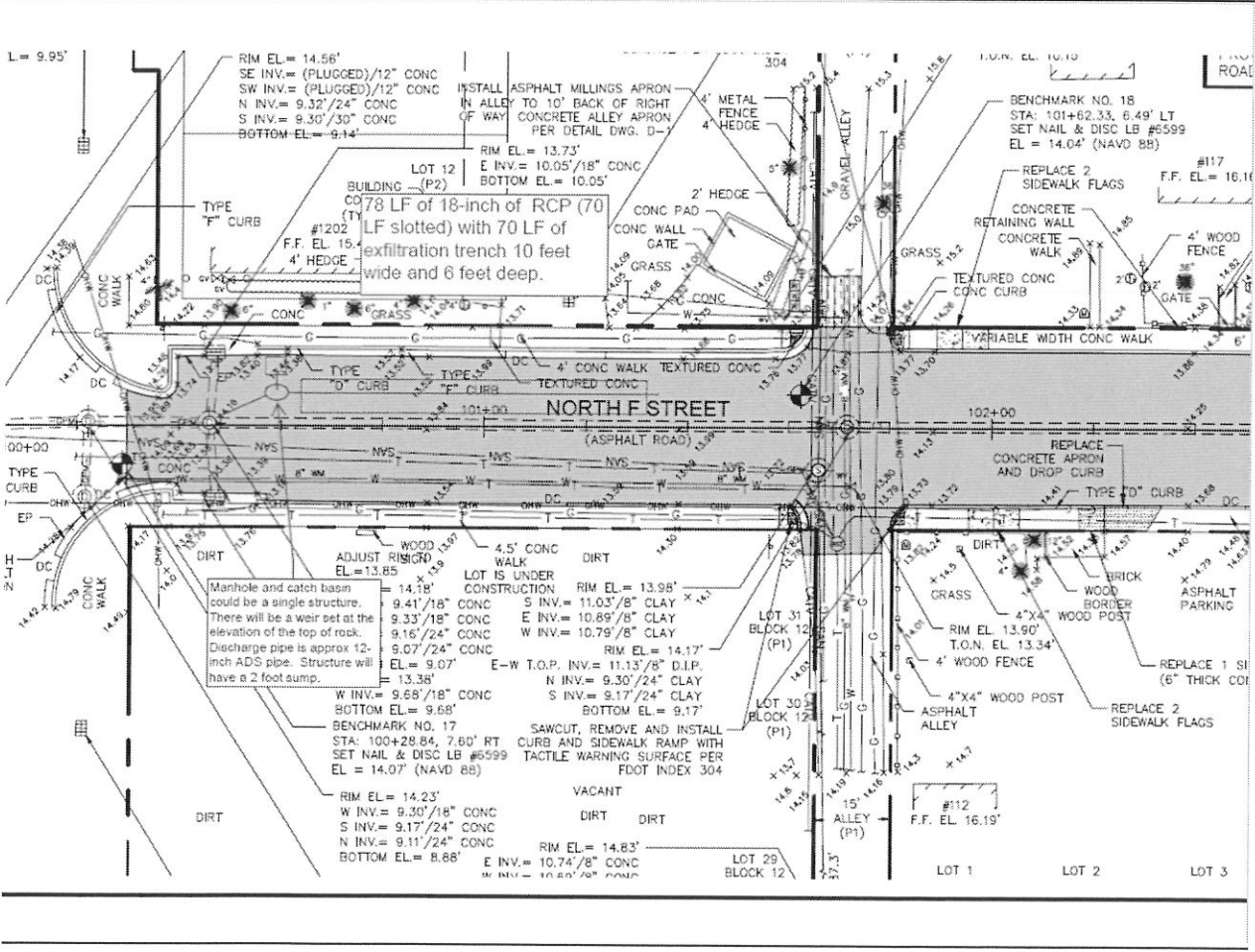
Notary Seal:



[Signature]
Notary Public Signature

Exhibit 1:

Emergency Repairs		North F Street Drainage	5/20/2022	Johnson Davis				
ITEM	DESCRIPTION OF BID ITEM					UNIT	PRICE	
GENERAL CONDITIONS								
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs				1	LS	\$ 2,000.00	\$ 2,000.00
GC-9	M.O.T. City Arterial Roadway				1	EA	\$ 1,500.00	\$ 1,500.00
STORM WATER								
GRAVITY STORM SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation								
S-11	Furnish & Install 18-inch RCP Sewer Main 0' - 8'				16	LF	\$ 110.00	\$ 1,760.00
S-57	Furnish & Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench and Ring and Cover including City approved coatings (inside and 4' - 6' FT Deep				1	EA	\$ 7,000.00	\$ 7,000.00
RESTORATION								
R-13	Furnish & Install Floratam Sod - up to 1000 SF				500	SF	\$ 4.00	\$ 2,000.00
R-17	Removal and Disposal of Existing Asphalt Pavement				186	SY	\$ 10.00	\$ 1,860.00
R-21	Furnish and Install 1" Type S-III Surface Course				372	SY	\$ 60.00	\$ 22,320.00
	10' x 6' Exfiltration Trench with 18" Slotted RCP				104	LF	\$ 350.00	\$ 36,400.00
	Control Structure w/Concrete Weir				1	EA	\$ 10,500.00	\$ 10,500.00
	Type C Inlet				1	EA	\$ 6,000.00	\$ 6,000.00
								\$ 109,940.00



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

THIS FIRST AMENDMENT (“Amendment”) to the Agreement is made as of 7/15/2022, 2022, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“CITY”) and **Johnson-Davis Incorporated**, a corporation authorized to do business in the State of Florida (“CONTRACTOR”).

WHEREAS, on July 10, 2020, the CITY entered into an agreement with the CONTRACTOR for the Emergency Utility Repairs for Water, Wastewater and Stormwater (“Agreement”); and

WHEREAS, CITY and CONTRACTOR wish to amend the Agreement to include additional unit price items as set forth as Exhibit “A”, which is attached hereto and incorporated herein; and

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

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

1. **Recitals**. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **Scope of Work**. The Agreement is amended at “Scope of Work”, to add the additional unit price items as set forth in Exhibit “A”.
3. **Entire Agreement**. The CITY and the CONTRACTOR agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. **Legal Effect**. This Amendment shall not become binding and effective until approved by the City Manager.
5. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment. The parties may sign this Amendment electronically and such electronic signature will be treated as an original signature of the signing party.

6. **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.

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

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

IN WITNESS WHEREOF the parties hereto have made and executed this First Amendment to the Contractor Agreement (Emergency Utility Repairs for Water, Wastewater and Stormwater) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: Carmen Y. Davis
Carmen Y. Davis, City Manager



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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

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

CONTRACTOR: **Johnson-Davis Incorporated**

By: [Signature]

Print Name: Wm. Clark C. Cryer

Title: Estimating Manager

[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 22nd day of June 2022, by Wm. Clark C. Cryer, as the Estimating Manager [title] of Johnson-Davis Incorporated, a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

[Signature]
Notary Public Signature

Notary Seal:

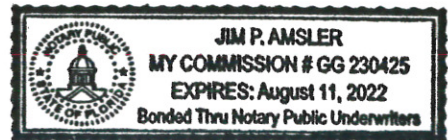
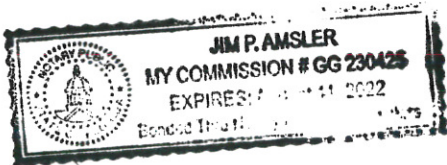


Exhibit "A"

Item No.	Description	U/M	Unit Price
1	10' x 6" Exfiltration Trench with 18" Slotted RCP	LF	\$ 350.00
2	Control Structure w/Concrete Weir	EA	\$ 10,500.00
3	Type C Inlet	EA	\$ 6,000.00

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: August 30, 2022

DEPARTMENT: Water Utility

TITLE:

Authorize Drinking Water State Revolving Fund Amendment 1 to Loan Agreement DW501750 for the 2-inch Watermain Preplacement project Phase 5 & 6

SUMMARY:

Amendment 1 adjusts the SRF Loan DW501750 project completion date and the due date of the first semiannual loan payment.

BACKGROUND AND JUSTIFICATION:

The City's Water Utility Department has a Capital Improvement Program to replace and upsize all the 2-inch galvanized watermain in the City. To fund this capital improvement the Utility sought water system revenue financing from the Drinking Water State Revolving Fund.

This Amendment extends the completion date of the project loan DW501750 by 180 days. This changes the project completion date from May 15, 2022 to November 15, 2022. In addition, the first semiannual loan payment will be due on May 15, 2023. This amendment was required due to supply chain delays as well as delays in other project permitting coordination.

MOTION:

Move to approve/disapprove authorization of Drinking Water State Revolving Fund Amendment 1 to Loan Agreement DW501750.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Amendment 1

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT DW501750
CITY OF LAKE WORTH BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF LAKE WORTH BEACH, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW501750; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on May 15, 2023, and semiannually thereafter on November 15 and May 15 of each year until all amounts due under the Agreement have been fully paid.

2. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for November 15, 2022.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than November 15, 2022.

(4) The first Semiannual Loan Payment in the amount of \$75,271 shall be due May 15, 2023.

3. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 1 to Loan Agreement DW501750 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF LAKE WORTH BEACH

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: August 30, 2022

DEPARTMENT: Electric Utility

TITLE:

Electric Utility Easement by Ashley Villas Homeowners Association, Inc., and the City of Lake Worth Beach

SUMMARY:

Ashley Villas Homeowners Association, Inc., will dedicate an Electric Utility Easement to the City of Lake Worth Beach in accordance with the conditions of approval by Ashley Villas Homeowners Association, Inc

BACKGROUND AND JUSTIFICATION:

Ashley Villas Homeowners Association, Inc., has recently granted the City of Lake Worth Beach an executed easement agreement. This easement is located near 4322 Royal Banyan Way. The City of Lake Worth Beach Utilities facilities are to be placed underground in the provided easement. The project consists of looping the electric distribution primary voltage to provide power from each end of the circuits in order to achieve electrical redundancy. This is done to prevent extended outages in case of the section failure, so the other side circuit could quickly be restored bypassing the failed section. In addition, the owner agrees to subordinate the utilities installed that are located in the right of way and/or easements to the Electric Utility Department.

MOTION:

Move to approve/disapprove Electric Utility Easement between Ashley Villas Homeowners Association, Inc. and the City of Lake Worth Beach.

ATTACHMENT(S):

Fiscal Impact Analysis – Not Applicable
Ashley Villas Homeowners Association Electric Utility Easement
Easement Area With Sketch

Return to:

City of Lake Worth Beach
City Clerk
7 North Dixie Hwy.
Lake Worth Beach, FL 34460

UTILITY EASEMENT

THIS UTILITY EASEMENT, executed this 8th day of August, 2022, by ASHLEY VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, with a mailing address of 601 Heritage Dr., Suite 131, Jupiter, FL 33458, ("Grantor"), in favor of the CITY OF LAKE WORTH BEACH, a municipal corporation, having its place of business at 7 North Dixie Hwy., Lake Worth Beach, FL 34460 ("City").

WHEREAS, Grantor is the fee simple owner of certain real property located at Tracts "A" and "S-2" of the Plat of Selberg Properties, as recorded in Plat Book 44, Page 30, of the Public Records of Palm Beach County, Florida, located along or near Royal Banyan Way, Lake Worth Beach, Florida, (the "Property"); and

WHEREAS, the City desires an unrestricted and nonexclusive easement for public utility purposes through the Property as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, the public utilities to be placed in the Easement Area may provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

WHEREAS, the Grantor is willing to grant such easement.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby grant and convey to the City, its licensees, agents, successors and assigns, the following:

A perpetual, unrestricted and nonexclusive easement in, over, under, through, upon, and across the Easement Area for the purposes of constructing, operating and maintaining public utilities and providing utility services to and from properties or lands which may include the Property, to provide utility service to properties which may not be contiguous to the Easement Area, including the right to lay, or cause to be laid, and to maintain, repair, rebuild, operate and control utility pipes, poles, wires, mains, transmission lines, appurtenances and devices; the right to clear said Easement Area and keep it clear of brush, trees, and permanent structures and fire hazards; together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement Area hereby granted, and all rights and privileges incident thereto; and, the permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace utility facilities within the Easement Area.

By accepting this Easement, the City agrees: (a) to perform all work undertaken by the City within the Easement Area in a good and workmanlike manner and to promptly complete all work within the Easement Area; (b) to restore any of the Property disturbed by work undertaken by the City for purposes of construction, removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work; (c) to not unreasonably interfere with the use of the Property by Grantor or any of Grantor's tenants, invitees or guests; and (d) to be responsible for all costs associated with the City's construction, removal, demolition and/or maintenance pursuant to this Easement.

The Grantor, its successors and assigns, further agree not plant any vegetation (other than grass) or build any structure in the Easement Area unless approved in writing by the City which approval shall not be unreasonably withheld, conditioned or delayed. The Grantor, its successors, and assigns shall be responsible for maintaining the grass and all other permitted vegetation together with any approved structures at the Grantor's sole cost and expense.


The Grantor does hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever claimed by, through, or under it, that it has good right and lawful authority to grant the above-described easement, and that the same is unencumbered or if encumbered, the Grantor shall obtain the joinder of any mortgagee to this easement. Where the context of this Easement allows or permits, the same shall include the successors or assigns of the parties.

This Easement shall run with the land and shall be binding upon and shall inure to the benefit of the respective parties, their successors or assigns and grantees. This Easement shall continue unless or until the City terminates its rights herein provided by written notice to the Grantor, its successors or assigns.


IN WITNESS WHEREOF, the undersigned has signed and sealed this Easement on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

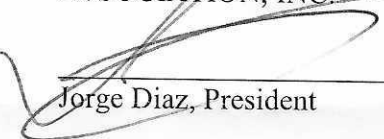

Signature - Witness 1

Branden Nansen
Print Name - Witness 1


Signature - Witness 2

Glenn Nansen
Print Name - Witness 2

ASHLEY VILLAS HOMEOWNERS
ASSOCIATION, INC.


Jorge Diaz, President



Ralph Vela, Treasurer

Exhibit "A"

Description of Easement Area with Sketch

EASEMENT DESCRIPTION:

BEING A 10.00 FOOT WIDE STRIP OF LAND LYING ON A PORTION OF TRACTS "A" AND "S-2", PLAT OF SELBERG PROPERTIES, AS RECORDED IN PLAT BOOK 44, PAGE 30, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING AND SITUATED IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "S-1" IN SAID SELBERG PROPERTIES AND BEING THE NORTHWEST CORNER OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 01°28'56" WEST, 427.17 FEET ALONG THE WEST LINE OF SAID EAST HALF AND THE WEST LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING;

THENCE SOUTH 38°54'00" EAST, 62.98 FEET OVER AND ACROSS SAID TRACTS "A" AND "S-2" TO A POINT; THENCE SOUTH 88°31'05" EAST, 100.00 FEET CONTINUING OVER AND ACROSS SAID TRACT "A" TO A POINT; THENCE NORTH 66°40'00" EAST, 28.20 FEET CONTINUING OVER AND ACROSS SAID TRACT "A" TO A POINT ON THE EAST LINE OF SAID TRACT "A" AND THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 01°28'55" WEST, 11.02 FEET ALONG THE EAST LINE OF SAID WEST HALF AND THE EAST LINE OF SAID TRACT "A"; THENCE SOUTH 66°40'00" WEST, 25.78 FEET OVER AND ACROSS SAID TRACT "A" TO A POINT; THENCE NORTH 88°31'05" WEST, 106.83 FEET CONTINUING OVER AND ACROSS SAID TRACT "A" TO A POINT; THENCE NORTH 38°54'00" WEST, 55.85 FEET OVER AND ACROSS SAID TRACTS "A" AND "S-2" TO A POINT LYING ON THE WEST LINE OF SAID EAST HALF AND THE WEST LINE OF SAID TRACT "A"; THENCE NORTH 01°28'56" EAST, 15.43 FEET ALONG THE WEST LINE OF SAID EAST HALF AND THE WEST LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING AND CONTAINING 1,898 SQUARE FEET OR 0.0436 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. BEARINGS BASED ON WEST LINE, E1/2, W1/2, NW1/4, SE1/4, NE1/4, OF SECTION 25, TOWNSHIP 44 SOUTH, RANGE 42 EAST, BEING S 01°28'56" W AS DETERMINED BY A SECTIONAL BREAKDOWN FROM PALM BEACH COUNTY PUBLISHED SECTION CORNER COORDINATES.



FOR THE FIRM
WGI, INC.

Jim


Digitally signed
by Jim Sullivan

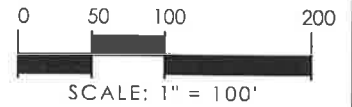
BY: **Sullivan**
JIM SULLIVAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6889

Date: 2022.01.06

DATE: 14:38:07 -05'00'

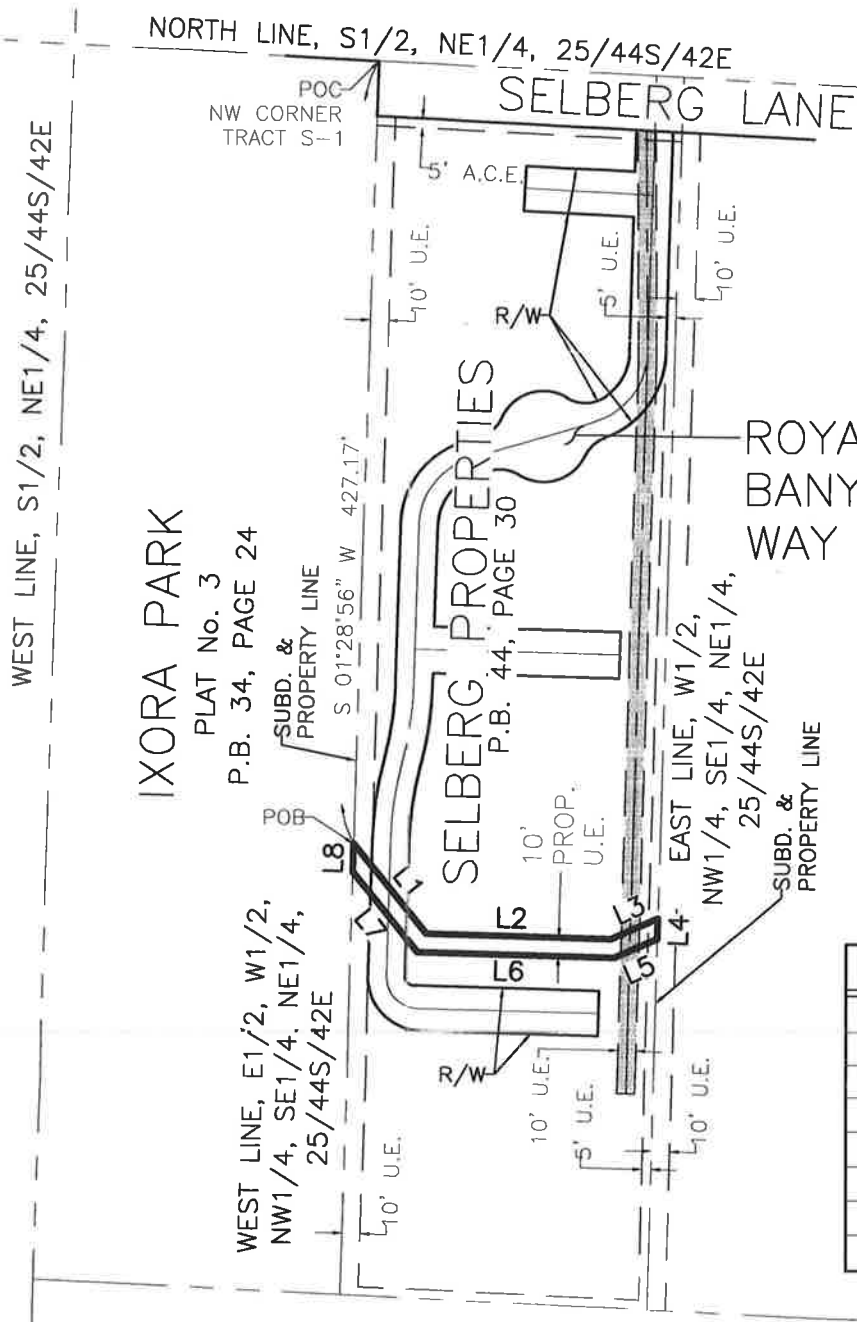
(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

<p>PROJECT: SELBERG UTILITY EASEMENT</p>	<p>TASK: SKETCH & LEGAL</p>							
<p>PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055</p>	<table border="1"> <tr> <td data-bbox="836 1753 1323 1795">CAD 439910-SV-ESMT.DWG</td> <td data-bbox="1323 1753 1559 1795" rowspan="4">SHEET:</td> </tr> <tr> <td data-bbox="836 1795 1323 1837">DRAWN/DESIGNED JIM S.</td> </tr> <tr> <td data-bbox="836 1837 1323 1879">CHECKED/QC JIM S.</td> </tr> <tr> <td data-bbox="836 1879 1323 1921">JOB NO. 4399.10</td> </tr> <tr> <td data-bbox="836 1921 1323 1963">DATE 01/06/2022</td> <td data-bbox="1323 1921 1559 1963">1 of 2</td> </tr> </table>	CAD 439910-SV-ESMT.DWG	SHEET:	DRAWN/DESIGNED JIM S.	CHECKED/QC JIM S.	JOB NO. 4399.10	DATE 01/06/2022	1 of 2
CAD 439910-SV-ESMT.DWG	SHEET:							
DRAWN/DESIGNED JIM S.								
CHECKED/QC JIM S.								
JOB NO. 4399.10								
DATE 01/06/2022	1 of 2							




LEGEND:

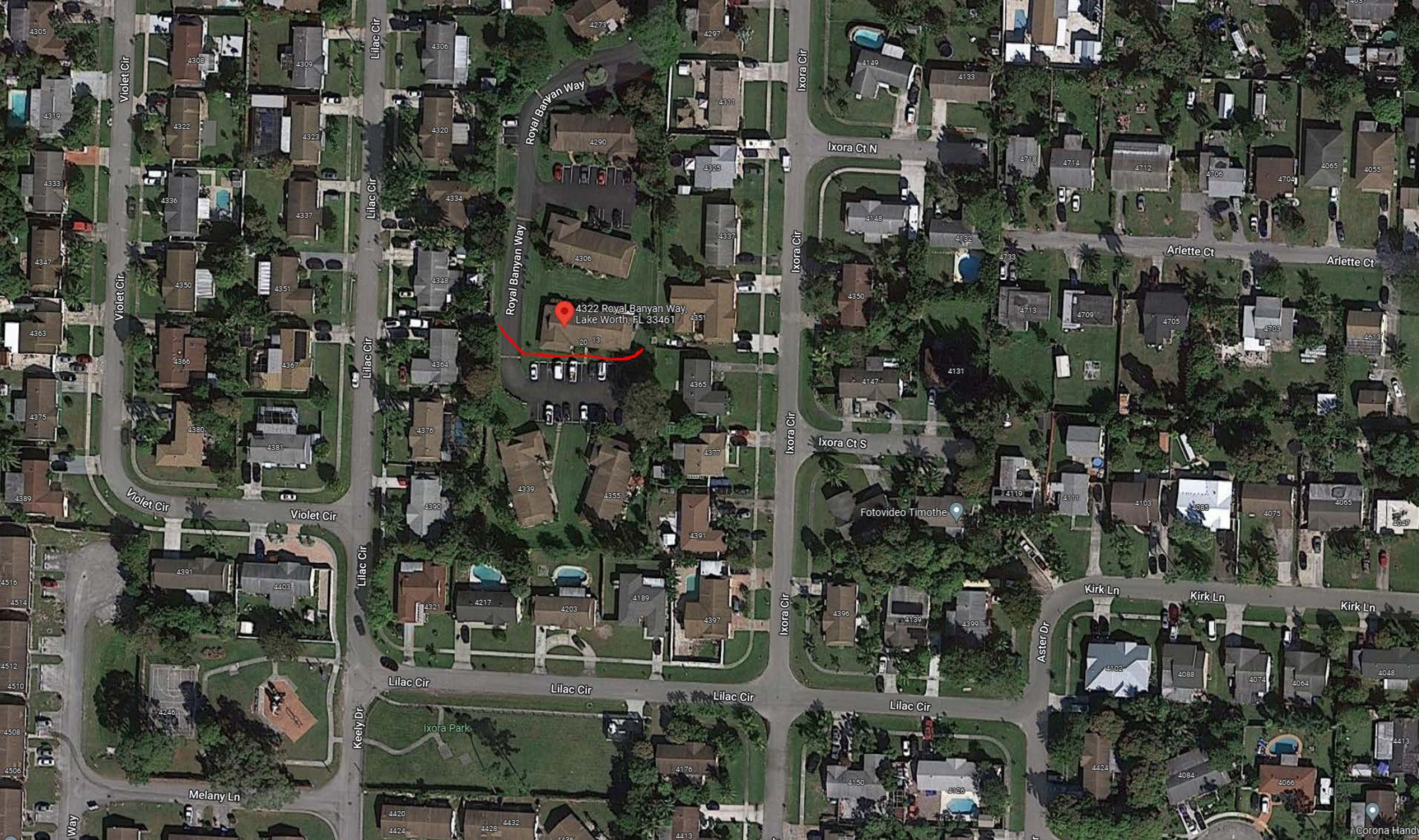
- ORB = OFFICIAL RECORD BOOKS
- PBCR = PALM BEACH COUNTY RECORDS
- PB = PLAT BOOK
- PG. = PAGE
- R/W = RIGHT-OF-WAY
- SUBD. = SUBDIVISION
- UE = UTILITY EASEMENT



LINE	BEARING	DISTANCE
L1	S 38°54'00" E	62.98'
L2	S 88°31'05" E	100.00'
L3	N 66°40'00" E	28.20'
L4	S 01°28'55" W	11.02'
L5	S 66°40'00" W	25.78'
L6	N 88°31'05" W	106.83'
L7	N 38°54'00" W	55.85'
L8	N 01°28'56" E	15.43'

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: <p style="text-align: center; font-weight: bold; font-size: 1.2em;">SELBERG UTILITY EASEMENT</p>	TASK: <p style="text-align: center; font-weight: bold; font-size: 1.2em;">SKETCH & LEGAL</p>								
PREPARED BY: <div style="text-align: center;">  <p style="font-weight: bold; font-size: 1.5em; margin: 0;">WGI™</p> </div> <p style="font-size: 0.8em; margin-top: 5px;"> 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055 </p>	<p style="font-size: 0.8em; margin-bottom: 5px;">CAD 439910-SV-ESMT.DWG</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <tr> <td style="width: 50%;">DRAWN/DESIGNED</td> <td>JIM S.</td> </tr> <tr> <td>CHECKED/QC</td> <td>JIM S.</td> </tr> <tr> <td>JOB NO.</td> <td>4399.10</td> </tr> <tr> <td>DATE</td> <td>01/06/2022</td> </tr> </table>	DRAWN/DESIGNED	JIM S.	CHECKED/QC	JIM S.	JOB NO.	4399.10	DATE	01/06/2022
DRAWN/DESIGNED	JIM S.								
CHECKED/QC	JIM S.								
JOB NO.	4399.10								
DATE	01/06/2022								
SHEET: 2 of 2									



4322 Royal Banyan Way,
Lake Worth, FL 33461

20 13

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: August 30, 2022

DEPARTMENT: Electric Utility

TITLE:

Resolution No. 59-2022 -- Budget Amendment for FY2022 in order for the Electric Utility to fund increases in wholesale supplemental power purchases

SUMMARY:

Resolution No. 59-2022 amends the Fiscal Year 2022 Electric Utility budget by increasing the Power Cost Adjustment (PCA) revenues and (PCA) expenditures by \$11,010,000 to provide adequate funding for purchases of energy and transmission costs under the Supplemental Energy and Capacity Contract with Orlando Utilities Commission ("OUC"), the Florida Municipal Power Agency ("FMPA") Stanton I contract, and Florida Power & Light ("FPL") electric transmission contract.

BACKGROUND AND JUSTIFICATION:

The FY2022 budget for the above contracts with OUC, the City's ownership portion in the FMPA Stanton I Project, and FPL was approved under the FY2022 Annual Operating Budget.

Due to the impact of higher than predicted natural gas and coal prices on City's electric utility wholesale power purchases, and higher than budgeted electric transmission costs, it is necessary for the City's Electric Utility to amend its original FY2022 budget. City's Electric Utility Staff projects that it will need an increase of \$11,010,000 in its FY2022 budget to accommodate the increased costs. The increased costs are eligible for recovery through the Power Cost Adjustment ("PCA") portion of all customers' bills, and which is subject to quarterly reviews and approvals by the City Commission.

MOTION:

Move to approve/disapprove Resolution 59-2022 -- Amendment #1 to the Electric Utility FY 2022 Budget in the amount of \$11,010,000 to provide for increased purchased power costs.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 59-2022
FY 2022 Projection of Power Cost Adjustments (PCA)

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$11,010,000	0	0	0	0
Revenues	\$11,010,000	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Increased revenues of \$11,010,000; and increased expenditures of \$11,010,000 to be posted in the following accounts.

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
401-0000-343-10-10	Electric Utility	Power Plant	Residential PCA Surcharge	N/A	\$9,837,626	\$9,294,132	N/A	+\$9,688,800	\$19,018,132
401-0000-343-11-10	Electric Utility	Power Plant	Commercial PCA Surcharge	N/A	\$6,039,815	\$5,653,193	N/A	+\$1,321,200	\$6,979,193
401-6031-531-34-20	Electric Utility	Power Plant	Contractual Services, Purchased Power Supplemental	N/A	\$9,815,125	\$0.00	N/A	\$9,873,790	\$19,689,107
401-6031-531-34-22	Electric Utility	Power Plant	Contractual Services, FPL Transmission	N/A	\$2,114,309	\$0.00	N/A	\$504,018	\$2,618,326
4001-6031-531-34-23	Electric Utility	Power Plant	Contractual Services, Purchased Power Stanton I	N/A	\$3,349,374	\$0.00	N/A	\$632,192	\$3,986,374

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

WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously adopted the Fiscal Year (FY) 2022 Annual Operating Budget pursuant to Resolution No. 60-2021 on September 22, 2021; and

WHEREAS, the City finds it necessary and essential to amend the FY 2022 Electric Utility Annual Operating Budget as set forth in this resolution; in the amount of \$11,010,000 to provide adequate funding for the higher than predicted natural gas and coal prices on the City's electric utility wholesale power purchases; and higher than budgeted electric transmission costs. The increased costs are eligible for recovery through the Power Cost Adjustment ("PCA") portion of all customers' bills, which is subject to quarterly reviews and approvals by the City Commission. and

WHEREAS, adoption of the Fiscal Year 2022 Electric Utility Annual Operating 1st Budget amendment set forth herein serves a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves and appropriates this 1st budget amendment to the Electrical Utility Fiscal Year 2022 budget in the amount of \$11,010,000 for the purpose of funding higher than predicted natural gas and coal prices over FY 2022 adopted budgeted levels.

SECTION 2: Upon execution of the resolution, accounting entries will be done to increase PCA revenues by \$11,010,000 and increase PCA expenses by \$11,010,000; for the purpose of providing adequate funding of wholesale supplemental power purchases for the remaining fiscal year 2022.

SECTION 3: This resolution shall become effective upon adoption.

The passage of this resolution was moved by... :

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

The Mayor thereupon declared this resolution duly passed and adopted on the 30th day of August, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, CMC, City Clerk

FY 2022 Projection Expenses of Power Costs Adjustment (PCA) (8/9/22)

Date	<u>Stanton</u>	<u>OUC Supplemental</u>	<u>FPL (Transmisson)</u>
October	\$163,218	\$1,381,113	\$231,820
November	\$316,648	\$622,259	\$170,140
December	\$286,027	\$624,137	\$161,876
January	\$321,098	\$597,332	\$157,785
February	\$249,731	\$629,349	\$193,045
March	\$454,698	\$757,376	\$207,018
April	\$411,195	\$1,100,745	\$234,601
May	\$379,547	\$1,821,194	\$245,204
June	\$367,210	\$2,052,484	\$220,612
July	\$361,192	\$3,186,177	\$268,782
August	\$335,000	\$3,950,673	\$265,632
September	\$336,000	\$2,965,507	\$261,811
FY 2022 Power Cost Adjust- Expenses	\$3,981,566	\$19,688,347	\$2,618,326
FY 2022 Power Cost Adjust- Budget	\$3,349,374	\$9,815,125	\$2,114,309
Δ Budget / Projected	(\$632,192)	(\$9,873,222)	(\$504,017)
Summary	\$\$\$		
FY 2022 Power Cost Adjust- Budget	\$15,278,808	rounded up	
FY 2022 Power Cost Adjust- Expenses	\$26,288,240		
Additional Funding Required	(\$11,009,432)		
		Legend	
		Actual	
		Projections	

Budget Amendment to increase revenues & expenditures by \$11,010,000 rounded, to fund add'l cost of power costs Adjustments (PCA).

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: August 30, 2022

DEPARTMENT: Electric Utility

TITLE:

First Amendment to Task Order No. 7 with TeamworkNet, Inc., to complete engineering design for the 6th Avenue South Substation

SUMMARY:

First Amendment to Task Order No. 7 authorizes TeamworkNet Inc., to complete the design of the 6th Avenue South Substation Project at a cost not to exceed \$620,375.00. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

City issued 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. TeamworkNet, Inc., was one of three firms selected under the Electrical Engineering category for the Continuing Contracts for Professional Services.

On March 8th 2022, the City approved Task Order No. 7 to TeamworkNet Inc. to begin the preliminary design and substation layout in the amount of \$37,145.

This First Amendment to Task Order No. 7 authorizes TeamworkNet to complete the design of the 6th Avenue South Substation Project. The scope of work includes engineering design services associated with 6th Avenue Substation, Metal Clad Switchgear Building, Control House and ancillary components. This new substation to be constructed at 706 & 710 S H Street will include a fully enclosed Metal Clad Switchgear Building which will house all of the breakers and minimize exposure to the elements. TeamworkNet will complete all aspects of the design including civil, structural and electrical designs and will also complete commissioning of the new station upon completion of construction which is anticipated to start Q1 of 2023. The scope of services is being coordinated by the Electric Utility Transmission & Substation Engineering team at a cost not to exceed \$620,375.

MOTION:

Move to approve/disapprove Task Order No. 7 to TeamworkNet, Inc., to complete testing and commissioning of the new Main Yard Control House in the amount not to exceed \$620,375.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment to Task Order No.7

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$620,375	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$620,375	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account 401-6034-531-63.15, CIP Project SH2111.

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Electric	Engineering	Improve Other than Build/Infrastructure	SH2111	\$3,453,879	\$3,348,532	\$0	\$620,375	\$2,833,504

FIRST AMENDMENT TO TASK ORDER NO. 7

Design Services – 6th Ave Metal Clad Switching Station Engineering Services – Remaining Scope of Work

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

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein and generally described as: **6th Ave Metal Clad Switching Station Engineering Services – Remaining Scope of Work.** (the "Project"). The Project is described in the consultant's proposal, dated July 13th, 2022, and is attached hereto as **Exhibit "1"** and incorporated herein.

2.0 Scope

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

3.0 Schedule

The services to be provided under this Amendment shall be completed within 550 calendar days from the City's approval of this Amendment or the issuance of a Notice to Proceed.

4.0 Compensation

This Amendment is issued for a lump sum, not to exceed amount, of **\$620,375**. The attached proposal identifies all costs and expenses anticipated in the Lump Sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Robert Farkas, P.E., phone: 813-951-6288; email: rfarkas@teamworknet.com; and, the Project Manager for the City is David Martyniuk, phone: 561-586-1629; email: dmartyniuk@lakeworthbeachfl.gov

6.0 Progress Meetings

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

7.0 Authorization

This Amendment is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated **March 16th, 2018** ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Amendment shall take precedence over any other more

8.0 Confidentiality

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

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By: _____
Betty Resch, Mayor

ATTEST:

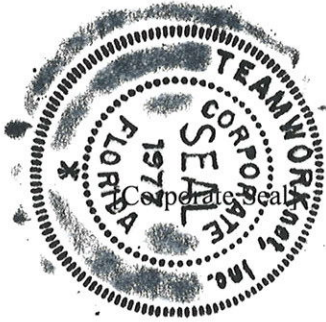
By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director



CONTRACTOR: **TEAMWORKnet, Inc.**

By: _____
Robert Farkas

Print Name: Robert Farkas, P.E.

Title: VP - East Coast

STATE OF FL
COUNTY OF Dade

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 27 day of July 2022, by Robert Farkas P.E. as the VP - East Coast [title] of **TEAMWORKnet, Inc.**, a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Darlene E. Sommars
Notary Public Signature

Notary Seal:

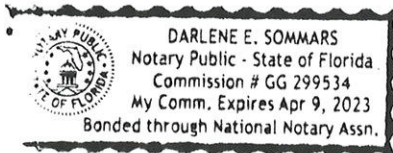


EXHIBIT "1"
(Contractors Proposal)

July 13, 2022

David Martyniuk
Transmission and Substation Engineer
City of Lake Worth Beach Electric Utility
1900 2nd Ave North
Lake Worth, FL 33461

**PROPOSAL AND QUOTATION: 6th Ave Metal Clad Switching Station
Engineering Services – Remaining Scope of Work**

Dear Mr. Martyniuk:

TEAMWORKnet, Inc. (TWN) is pleased to provide the City of Lake Worth Beach Electric Utility (LWBU) this Proposal and Quotation for our Professional Engineering Services on the 6th Ave Metal Clad Switching Station Project for the remaining scope of work, Tasks 0 & 2-13. The following scope of services is covered by this proposal and quotation:

SCOPE OF WORK:

1. TWN to support project supervision and scheduling for the duration of this project (Task 0).
2. TWN to provide the following subtasks within Task 2, Major Equipment Specifications:
 - 2.1. Technical Specifications
 - 2.2. Equipment Purchase Recommendations
 - 2.3. Submittal Review
 - 2.4. Factory Test Report Review
 - 2.5. Control House (and all internal components being supplied) bid submission review against LWBU standards and specifications
3. TWN to provide the following subtasks within Task 3, Physical Design:
 - 3.1. Plans and Sections
 - 3.2. Grounding
 - 3.3. Conduit and Cable
 - 3.4. Underground Risers
 - 3.5. Substation Wall and Gates
 - 3.6. Substation Yard Lighting and poles
 - 3.7. Lightning Protection
 - 3.8. Physical Design Review (90%, 100%)
 - 3.9. Supporting Documentation
 - 3.10. Animal Guards
 - 3.11. Substation Signage
 - 3.12. IR Cameras

4. TWN to provide the following subtasks within Task 4, Civil/Structural Design:
 - 4.1. Site Preparation
 - 4.2 Drainage Design
 - 4.3 Foundation Design – Building and Outdoor equipment
 - 4.4 Building Pier Design
 - 4.5 Structure Design – Regulator, Reactor, and underground riser bus work
 - 4.6 Regulator Oil Containment Requirements, designed oversized for future upgrades, including pedestrian grating
 - 4.7 Civil/Structural Design Review (60%, 90%, 100%)
 - 4.8 Access Road Design
 - 4.9 Gravel
 - 4.10 Aluminum Stairs, including platform for equipment (for both access points)
 - 4.11 Basic Landscaping plan (grass to sidewalk)
 - 4.12 Sidewalk repair/replacement design
5. TWN to provide the following subtasks within Task 5, Control and Relaying Schematics:
 - 5.1 Protective Relaying One-Line Diagram
 - 5.2 Three-Line Diagrams
 - 5.3 Protective Relaying Schematics
 - 5.4 Breaker Schematics
 - 5.5 Alarm Schematic
 - 5.6 SCADA and Automation/Communications and GPS Clock Time Distribution
 - 5.7 Protective Relaying Design Review
6. TWN to provide the following subtasks within Task 6, Wiring Diagrams:
 - 6.1 Protection Relay Wiring
 - 6.2 Outdoor Equipment Wiring
 - 6.3 RTU Wiring
 - 6.4 Communications Interface
 - 6.5 Wiring Diagram Design Review
 - 6.6 Supporting Documentation
7. TWN to provide the following subtasks within Task 7, Protective Relay Settings & Studies:
 - 7.1 Data Acquisition
 - 7.2 Short Circuit Study Review of existing/available power system study model/report
 - 7.3 SCADA/Communications & Automation Integration (Fast Bus Tripping/Transfer, OH fault reclosing scheme)
 - 7.4 Protective Relaying Criteria
 - 7.5 Protective Relay Settings, including logic diagrams and settings document
 - 7.6 Relay Test Procedures
 - 7.7 Relay Testing and Commissioning Support

8. TWN to provide the following subtasks within Task 8, Control Building:
 - 8.1 Building AC Schematic
 - 8.2 Building DC Schematic
 - 8.3 Supporting Documentation
 - 8.4 Review of Building Specifications for bid (60%, 90%)
 - 8.5 Manufacturer Selection Activities, Assisting LWBU as needed
 - 8.6 Review of building design and drawing submittals from vendor (60%, 90%).
9. TWN to provide the following subtasks within Task 9, Pre-Construction Activities:
 - 9.1 Construction Specification
 - 9.2 Bid Unit Schedule
 - 9.3 CLWB Bill of Material Review
 - 9.3 Construction Bid Package
 - 9.4 Contractor Selection Activities
10. TWN to provide the following subtasks within Task 10, Construction Activities:
 - 10.1 "Issued for Construction" Documents
 - 10.2 Pre-Construction Meeting
 - 10.3 Engineering Support during Construction, including site visits (as needed) and remote support (calls, emails, texts)
11. TWN to provide the following subtasks within Task 11, Post-Construction Activities:
 - 11.1 Record Drawings
 - 11.2 As-Built Drawings, including AutoCAD and PDF
 - 11.3 Project Close-Out Documentation
 - 11.4 Lessons-Learned Review
12. TWN to provide the following subtasks within Task 12, Commissioning:
 - 12.1 Substation Commissioning Plan and Procedures, including energization, equipment checks, phase checks, and relay metering/setpoint verification
 - 12.2 Substation Commissioning, working with Contractor and LWBU during commissioning, verifying equipment and protective relay performance
 - 12.3 Substation Energization, working with Contractor and LWBU during energization activities to verify equipment and protective relay performance (primary phase checks by others)
 - 12.4 Final Commissioning Report
13. TWN to provide the following subtasks within Task 13, Quality Assurance:
 - 13.1 Quality Assurance

**Based on the above Scope,
Our price for Professional Engineering Services is\$ 620,375.00**

TERMS AND CONDITIONS:

1. Terms are net Fifteen (15) days.
2. All expenses are included.
3. This work will be done on a fixed fee basis based on the scope outlined above.
4. Invoicing will be monthly based on percentage of scope completed.
5. No work shall commence until a Purchase Order (P.O.) is received by TWN. P.O.'s can be faxed to (863) 327-1091 or emailed to AP@Fortune-7.com.
6. No new electrical equipment, computer software, material or construction labor is included (except as noted above).
7. Due to the nature of work performed at a customer's site, TWN crews reserve the right to delay work on electrical distribution equipment for reasons including, but not limited to, inclement weather, natural disaster/acts of God, any matter beyond TWN control, any situation that violates the TWN Safety Policy, and/or unprepared or unavailable work areas. Delays in accomplishing work at a customer's site, not caused by TWN, will be brought to your immediate attention, assessed, and with authorization, TWN on-site rates will be charged for said delays.
8. Force Majeure: Neither party shall be liable to the other party for failure to perform or for the delay in performance of this Contract when said failure or delay is due to any cause beyond a party's reasonable control, including, but not limited to, fire, flood, strike or other labor difficulty, acts of any governmental authority, riot, terrorism, embargo, unavailability of railcars, wrecks or delay in transportation, weather, provided that, as a condition to the claim of force majeure, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Inclement and severe weather which is typical within Connecticut through the period the Work is anticipated shall not entitle a party to claim relief by force majeure or for delay damages. Customer provides written notification of any site-specific safety practices prior to start of work. In the absence of site-specific safety practices, TWN personnel will follow the safety procedures in the TWN Safety Manual.
9. Cancellation charge may apply if work is cancelled without sufficient notice. This charge will amount to 25% of the applicable quotation.
10. No Taxes (except on purchased equipment), work permit fees and/or licensing fees are included in our proposal and Quotation.
11. This proposal and quotation shall remain valid for ninety (90) days.

TEAMWORKnet appreciates the opportunity to offer our professional engineering services to the City of Lake Worth Beach. Should you have any questions or require further information, please don't hesitate to contact us.

Respectfully submitted,



Robert "Bo" Farkas, P.E.
VP – East Coast
Engineering & Operations

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: August 30, 2022

DEPARTMENT: Electric Utility

TITLE:

Task Order No. 16 with WGI, Inc. to complete surveying services for the 6th Avenue South Circuits

SUMMARY:

Task Order No. 16 authorizes WGI Inc. to complete surveying services for 1,500-foot corridor to support design on proposed utility conversion from aerial to underground along South H Street from the 6th Avenue South to 8th Avenue South at a cost not to exceed \$60,800. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

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

Task Order No. 16 authorizes WGI Inc. to complete surveying services along the 1,500-foot corridor to support design on proposed utility conversion from aerial to underground along South H Street from the 6th Ave South to 8th Avenue South. The scope of the survey work includes topographic, establish existing right-of-way, ground elevation shots at 50ft. intervals and sub-surface utilities. The Sub Surface Utility Engineering (SUE) work or pot-holing will be completed on an as needed basis once the survey is received and will be coordinated with the design team to identify any potential below-grade conflicts. The survey data obtained will be utilized to complete the underground design for the new 6th Avenue South Substation feeder entrance and exits and extend existing underground feeders to the new substation. The duration of the surveying efforts is anticipated to be completed in 9 months at a cost not to exceed \$60,800.

MOTION:

Move to approve/disapprove Task Order No. 16 to WGI, Inc., for survey services along South H Street from the 6th Ave South to 8th Avenue South at a cost not to exceed \$60,800.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order No. 16

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$60,800	0	0	0	
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$60,800	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account 421-6034-531-63.15, Project SH2123.

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Electric	T&D	Improve Other than Build / Infrastructure	SH2123	2,851,910	2,489,081	N/A	-60,800	\$2,428,281

TASK ORDER NO. #16

SOUTH H STREET AT 6TH AVE S. UNDERGROUNDING

SURVEY SERVICES

THIS TASK ORDER ("Task Order") is made on _____, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **WGI, Inc.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein and generally described as generally described as a Design Survey for the proposed conversion to electrical undergrounding along South H Street and 8th Ave South (the "Project"). The Project is described in the consultant's proposal, dated August 8, 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 240 working 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 amount of **\$60,800.00**. The attached proposal "Exhibit 1" identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Jim Sullivan, PSM, phone: 561-839-1745; email: Jim.Sullivan@wginc.com; and the Project Manager for the City is Jean St Simon, phone: 561-586-1699; email: jssimon@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, entitled RFQ 18-303 dated March 6, 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.

INTENTIONALLY LEFT BLANK

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

WGI, Inc.



By: _____
Print Name: Jim Sullivan
Title: Geospatial Manager

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 9th day of August, 2022, by Jim Sullivan, as the Geospatial Manager of WGI, Inc., a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public
CYNDY LITTLE
Notary Public
State of Florida
Comm# HH224313
Expires 3/31/2026

Notary Public Signature

EXHIBIT "1"
Contractors Proposal



EXHIBIT 1 (Consultant's Proposal)

August 8, 2022

Jean St Simon - Distribution Engineer
City of Lake Worth Beach
Electric Utilities Department
1900 2nd Ave., North
Lake Worth Beach, FL 33460

jssimon@lakeworthbeachfl.gov

Re: South H Street at 6th Ave S. Undergrounding

Dear Jean,

WGI, Inc. (WGI) is pleased to provide this proposal to City of Lake Worth Beach (CLIENT). Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Contract Terms and Conditions, associated with the original contract between WGI and CLIENT, awarded as per RFQ 18-303 dated March 6, 2018.

SCOPE OF SERVICES

SURVEYING SERVICES

- | | |
|------------------------------|--------------------|
| I. Topographic Survey | \$14,550.00 |
|------------------------------|--------------------|
1. Survey services for 1,500 foot corridor to support design on proposed utility conversion from aerial to underground along South H Street from the 6th Ave S substation to 8th Ave S. shown below as "Survey Limits".
 2. Establish control sufficient enough to perform the necessary tasks. Establish a benchmark at both segments.
 3. Establish the existing right-of-way (R/W) throughout the Survey Limits as shown below by researching online publicly available records. Field locate found monumentation for R/W analysis. This will not constitute a boundary survey and property corners will not be set.
 4. Prepare a Topographic Survey of the topo limits as shown below and in accordance with Rule 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.
 5. The survey will consist of general ground elevation shots and breaks in grade with intervals not to exceed 50 feet.
 6. The topographic limits are from right-of-way (R/W) to R/W as shown below except for features/topography within the railroad R/W.
 7. The Topographic Survey will include:
 - a. Visible and attainable fixed improvements and utilities unless otherwise noted;
 - b. Footprint of permanent structures;
 - c. Invert elevations of sanitary and storm drainage manholes, culverts, catch basins, and outfalls including pipe sizes and type if attainable. Inverts will not be measured in active traffic lanes. Traffic control, lane closures, off duty police are not included.
 - d. Inverts from their connecting structure if found and accessible.
 - e. Type and height of walls, fences;

- f. Overhead wires (horizontal location only);
 - g. Outline of areas of dense vegetation such as treelines, bushes, hedges, and shrubs not individually located;
 - h. Individual trees with 4 inches and larger caliper measured at breast height when not included within areas of dense vegetation; and
 - i. Outline of landscaped areas.
 - j. One benchmark established. Offsite placement preferred if accessible/allowable.
8. The Topographic Survey will not include:
- a. Sub-surface designation or location of underground utilities;
 - b. Sub-surface foundations of structures;
 - c. Storm and Sanitary Sewer inverts of recessed or debris filled structures;
 - d. Sprinkler heads;
 - e. Overhead clearances (signal heads, wires, bridges, roofs, overhangs, walkways, etc.);
 - f. Traffic pavement striping including parking spaces;
 - g. Tree tagging;
 - h. Location of Geotech borings; and
 - i. Temporary features such as a trailers, movable barriers/fences, solar lighting, etc.
9. Field verified R/W and/or property lines to be used as a base file on accompanying design plans. Not a Boundary Survey.
10. Deliverable will be a DTM, an AutoCAD file, and a signed and sealed plot of the Topographic Survey.

II. SUE Utility Designating (ASCE 38-02 Quality Level B)

\$8,750.00

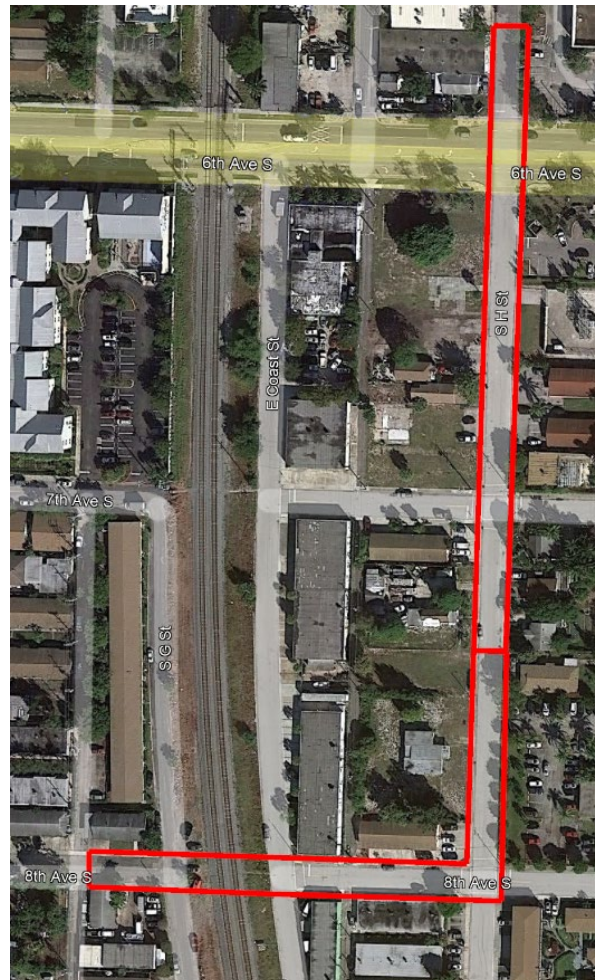
1. WGI to provide an ASCE 38-02 Quality Level B (QLB) utility investigation (designates) to depict existing utilities from ROW to ROW within the areas shown below as "Survey Limits" except for the railroad R/W. WGI will provide an ASCE 38-02 Quality Level B utility investigation (designates), in order to determine the horizontal location of existing utilities.
 - a. SUE Utility Designating includes:
 - i. Street lighting.
 - b. SUE Utility Designating does not include:
 - i. Irrigation;
 - ii. Storm and Sanitary; and
 - iii. Select backfill material, flowable fill or other material not included.
2. This QLB investigation includes direct induction of toneable subsurface utility facilities from surface accessible features, and Ground Penetrating Radar sweep for non-toneable facilities. Geophysical designating techniques, although highly reliable, are subject to outside interference, which are beyond the control of WGI, and may impede the effectiveness of subsurface utility investigations. Soil conditions, utility materials, size, depth, salt water and conductivity may prevent the location of some subsurface utilities. WGI utilizes state of the art equipment and methodology during all phases of utility investigations, but no guarantee is hereby expressed that all facilities will be detected.
3. WGI will perform survey and location of utility designates using network corrected GNSS surveying methods tied to project control.
4. Deliverable shall be an AutoCAD with the QLB investigations (utility designates) incorporated into the Topographic Survey drawing.

III. SUE Utility Test Holes (Level A)

\$37,500.00

1. ASCE Quality Level A (Utility Test Holes), per the guidelines established in ASCE 38-02, "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."
 - a. Provide Utility Test Holes for **existing utilities crossing the proposed undergrounding corridor** as shown in the Survey Limits shown below.
 - b. This task includes up to 50 test holes.
 - c. Field Test Hole Inventory Data sheets with the obtainable data; location, digital photos, utility description, depth, size, type, direction, and material for each test hole;
2. Provide survey and location of utility test holes from existing control.
3. Additional facilities found during the course of QLA investigation will also be documented.
4. Generally, utility facilities found by vacuum excavation can be visually exposed to a depth equal to the water table; an air lance probe will be used for deeper facilities; however, visual confirmation will not be possible for facilities lying below the water table or utilities within directional bores. Note that the absence of identified utilities does not guarantee "no utility conflict"
5. Deliverable will be Field Test Hole Inventory Data sheets with the obtainable data; location, digital photos, utility description, depth, size, type, direction, and material for each test hole.

SURVEY LIMITS



BASIS OF THIS PROPOSAL

1. Access to the subject project shall be granted upon prior notice if restricted, gated, and/or locked. In the event that the surveyor is not allowed on site to perform the above survey services after access has been coordinated, the client shall be invoiced at the hourly rates quoted on WGI's current Fee Schedule.
2. Tree specimen nomenclature shall be generally common (oak, palm, pine, etc.) and cannot be relied upon. Consult with an arborist for further classification.
3. Geophysical designating techniques, although highly reliable, are subject to outside interference with are beyond the control of WGI, and may impede the effectiveness of subsurface utility investigations. Soil conditions, utility materials, size, depth, salt water and conductivity may prevent the location of some subsurface utilities. WGI utilizes state of the art equipment and methodology during all phases of utility investigations, but no guarantee is hereby expressed that all facilities will be detected.
4. Utility records research and the evaluation of is not included in this proposal.
5. Permits and permit fees, if needed, are not included and are the responsibility of the CLIENT.
6. Lane closures and police are not included to perform fieldwork.
7. The location of storm and sanitary structures are only verified at the manhole or catch basin structure. Additional underground mapping/locating of storm or sanitary pipes if any, will require a supplemental work order.
8. Meeting attendance is not included in these scope of services.
9. Horizontal and/or Vertical Datums specific to the Project shall be conveyed to WGI prior to the Notice to Proceed.

Total WGI Fee = \$60,800.00

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

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

Respectfully submitted,
WGI, Inc.



Jim Sullivan, PSM
Geospatial Manager

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: August 30, 2022

DEPARTMENT: Electric Utility

TITLE:

Third Amendment to Task Order No. 2 with Power Engineers, Inc.

SUMMARY:

Third Amendment to Task Order No. 2 authorizes Power Engineers Inc., to provide additional project management coordination, permit drawings, construction support and record drawings for the 7th Avenue N Feeders in the amount not to exceed \$31,998. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

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

On June 14, 2021 the City Manager approved the Second Amendment to Task Order No. 2 with Power Engineers to complete additional design revisions, material development, pole loading analysis, construction support and as-built drawings post construction for the 7th Avenue N Feeders in the amount of \$48,699.

In accordance with the City's Procurement Code, Task Order(s) and Amendments thereto which exceed the \$50,000 threshold require City Commission approval. The sum of Amendment 2 to Task Order No. 2 and Amendment 3 to Task Order No. 2 exceed the \$50,000 threshold thus requiring Amendment 3 Task Order No. 2 to be presented to the City Commission for approval.

This Third Amendment to Task Order No. 2 with Power Engineers is for additional project management coordination, permit drawings, construction support and record drawings for the 7th Avenue N Feeders. The additional work is to be completed concurrently with the initial scope of services under Task Order No. 2 and subsequent Amendments at a cost not to exceed \$31,998. This project is currently at 90% complete pending final permits from Palm Beach County to complete work on the 4RDR01 Feeder along 6th Avenue South and inside John Prince Park.

MOTION:

Move to approve/disapprove Third Amendment to Task Order No. 2 with Power Engineers, Inc., to complete additional project management coordination, permit drawings, construction support and record drawings for the 7th Avenue N Feeders in the amount not to exceed \$31, 998.

ATTACHMENT(S):

Fiscal Impact Analysis
Third Amendment to Task Order No. 2

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$31,998	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	\$31,998	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.15, Project No. SH1802.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH1802	\$359,915	\$49,495	N/A	-\$31,998	\$17,497

THIRD AMENDMENT TO TASK ORDER NO. 2

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

THIS THIRD AMENDMENT TO TASK ORDER No. 2 (“Amendment”) is made on the _____ day of _____, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City”) and **Power Engineers, Inc.**, a Florida corporation (“Consultant”).

1.0 Project Description:

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

2.0 Scope

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

3.0 Schedule

The services to be provided under this Amendment shall be completed within 180 calendar days from the City's approval of this Amendment.

4.0 Compensation

This Amendment is issued for a time and expense, not to exceed amount of **\$31,998**. The attached proposal identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

5.0 Project Manager

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

6.0 Progress Meetings

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

7.0 Limitation of Liability

The City agrees to limit CONSULTANT's liability, to the City and to those under contract with the City to perform the work under the scope of the Project, for insurable events arising from the CONSULTANT's performance under this Amendment to One-Million Dollars (\$1,000,000.00). Except for the CONSULTANT's agreement and obligation to indemnify and hold harmless under the Agreement, the CONSULTANT's liability for non-insurable events including breach of contract shall not exceed \$31,998 under the proposed Amendment

8.0 Authorization

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

9.0 Confidentiality

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

10.0 Amendment

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

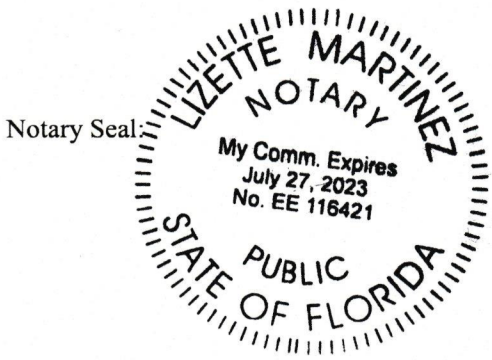
CONTRACTOR: **Power Engineers, Inc**

[Corporate Seal]

By: _____
Print Name: Alan Sowell
Title: _____
POWER ENGINEERS
Alan Sowell, PMP
VP, Project Management
POWER Engineers, Inc.
2022.08.15
13:53:12-04'00'

STATE OF Florida)
COUNTY OF Orange)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 15 day of August 2022, by Alan Sowell, as the VP, PM [title] of **Power Engineers, Inc** a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



Notary Public Signature

Exhibit 1



Project Change Request

PCR issue Date: 7/7/2022

PCR Number: 02

To: Paul Nicholas

PCR Revision No.: 2.0

Originator: Ivette Sanchez

PCR Name: City of Lake Worth Beach

Related PCN: NA

Project Number 155789

PCN Issue Date: NA

Project Name: Distribution Voltage Conversion

PCN Approval Date: NA

Developed By: Ivette Sanchez

Event/ Decision Justifying Change:

Previously approved budget was used to develop construction permit drawings for LWDD, FDOT and PBC agencies. Additional budget is needed to finalize additional voltage conversion plans, plan and profile permitting packages and record drawings. The total estimated time-and-expense cost to complete these activities is **\$31,988**. Please note that \$14,500 of labor expended as of July 07, 2022, is included in the above amount.

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

Change Description:

Additional work included in the CLWB Voltage Conversion Project that were not contemplated in the original scope of work includes :

- Develop construction permit drawings for LWDD, FDOT and PBC agencies.
- Permit coordination and submittals .

Assumptions (to complete project):

- Project management and control – 28 hours
- Finalize design plans and construction permit plans – 60 hours
- Record drawings – 26 hours

Requested PCR Approval Date: 7/7/2022

Estimated Additional Cost:

Activities	Budget
0. Support provided as of July 07, 2022	\$ 14,500
Tasks for design completion and Construction Support	
1. Project Supervision/Control	\$ 5,540
2. Finalize Design Plans and Construction Permit Plans	\$ 8,580

Project Change Request

3. Post-Construction/Record Drawings	\$ 3,368
Total Change Order (\$)	\$ 17,488
Grand Total Change Order (\$)	\$ 31,998

Impact on Schedule:

None

Impact on Deliverables:

None

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

None

Submitted by: Ivette Sanchez

Approved by: Paul Nicholas

Date: 7/7/2022

Date: _____

Disciplines Impacted (check appropriate boxes):

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

cc:

EXECUTIVE BRIEF

ELECTRIC UTILITY MEETING

AGENDA DATE: August 30, 2022

DEPARTMENT: Electric Utility

TITLE:

Fourth Amendment to Task Order No. 1 with Power Engineers, Inc.

SUMMARY:

Fourth Amendment to Task Order No. 1 authorizes Power Engineers Inc., to provide additional project management coordination, design, construction support and record drawings for the 1W13 Feeder in the amount not to exceed \$9,182. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project and for which bonds were sold in November 2020 and March of 2022.

BACKGROUND AND JUSTIFICATION:

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

On October 12, 2021 the City Manager approved Third Amendment to Task Order No. 1 with Power Engineers to complete engineering design and engineering support during construction for the 1W13 & 0704 Feeders along French Avenue in the amount of \$49,459.

In accordance with the City's Procurement Code, Task Order(s) and Amendments thereto which exceed the \$50,000 threshold require City Commission approval. The sum of Amendment 3 to Task Order No. 1 and Amendment 4 to Task Order No. 1 exceed the \$50,000 threshold thus requiring Amendment 4 Task Order No. 1 to be presented to the City Commission for approval.

This Fourth Amendment to Task Order No. 1 with Power Engineers is for additional project management coordination, design, construction support and record drawings for the 1W13 Feeder between French Avenue and 10th Avenue North. The additional work is to be completed concurrently with the initial scope of services under Task Order No. 1 and subsequent Amendments at a cost not to exceed \$9,182.

MOTION:

Move to approve/disapprove Fourth Amendment to Task Order No. 1 with Power Engineers, Inc., to complete additional project management coordination, design, construction support and record drawings for the 1W13 Feeder in the amount not to exceed \$9,182.

ATTACHMENT(S):

Fiscal Impact Analysis
Fourth Amendment to Task Order No. 1

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$9,182	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	\$9,182	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.15, Project No. SH1802.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH1802	\$359,915	\$49,495	N/A	-\$9,182	\$40,313

FOURTH AMENDMENT TO TASK ORDER NO. 01

Additional Engineering Services – System Hardening & Voltage Conversion Work Plan 1W13 & 0704 Circuits at French Avenue

THIS FOURTH AMENDMENT TO TASK ORDER No. 1 (“Amendment”) is made on _____, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City”) and **Power Engineers, Inc.**, a Florida corporation (“Consultant”).

1.0 Project Description:

The City desires the Consultant to provide those additional services as identified herein and generally described as: **Design revisions for the 1W13 Phase 2 Storm Hardening & Distribution Voltage Conversion Work Plan 0704 Circuit** (the “Project”). The Project is described in the consultant’s project change request, dated June 22th, 2022, and is attached hereto as **Exhibit “1”** and incorporated herein.

2.0 Scope

Under this Amendment, the Consultant will provide additional professional services to the City as detailed in the **Consultant’s proposal attached hereto and incorporated herein as Exhibit “1”**. Additional services to be provided under this amendment include; additional design revisions, underground distribution design, material development, pole loading analysis, and as-built drawings post construction.

3.0 Schedule

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

4.0 Compensation

This Amendment is issued for a time and expense, not to exceed amount, of **\$9,182.00.** The attached proposal identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Ivette Sanchez, phone: 407-341-6907; email: ivette.sanchez@powereng.com; and the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: Pnicholas@lakeworthbeachfl.gov

6.0 Progress Meetings

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

7.0 Limitation of Liability

The City agrees to limit CONSULTANT’s liability, to the City and to those under contract with the City to perform the work under the scope of the Project, for insurable events arising from the CONSULTANT’s performance under this Amendment to **One Million Dollars**

(\$1,000,000.00). Except for the CONSULTANT's agreement and obligation to indemnify and hold harmless under the Agreement, the CONSULTANT's liability for non-insurable events including breach of contract shall not exceed \$9,182.00 under the proposed Amendment for this project.

8.0 Authorization

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Power Engineers, Inc**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

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

Notary Public Signature

Notary Seal:

EXHIBIT "1"
(Consultants Project Change Request)



Project Change Request

PCR issue Date: 7/7/2022

PCR Number: 02

To: Paul Nicholas

PCR Revision No.: 2.0

Originator: Ivette Sanchez

PCR Name: City of Lake Worth Beach

Related PCN: NA

Project Number 154236

PCN Issue Date: NA

Project Name: Feeder 1W13 – Storm Hardening

PCN Approval Date: NA

Developed By: Ivette Sanchez

Event/ Decision Justifying Change:

Previously approved budget was used to develop construction permit drawings for LWDD, FDOT and PBC agencies for sections of Feeder 1W13/French Avenue. Additional budget is needed to finalize Feeder 1W13 engineering and design, and record drawings. The total estimated time-and-expense cost to complete these activities **\$9,182.00**.

Original P.O. :	\$ 170,000.00
Amend #1:	\$ 64,294.00
Amend #2:	\$ 52,653.00
Amend #3:	\$ <u>49,459.00</u>
Current P.O. :	\$ 336,406.00
Amend #4:	\$ <u>9,182.00</u>
Total P.O.:	\$ 345,588.00

Change Description:

In order to complete the engineering and design for Feeder 1W13 Storm Hardening Project, the following activities need to be performed:

1. Project Management and control
2. Finalize plans for a section of Feeder 1W13
 - The 1W13 tap that goes North (1W13) in an easement up to 10th Ave and then run East, section of 1W13 (Section #3 of Phase 2)
3. Construction Support
4. Record drawings

Assumptions:

- Project Supervision and Control – 20 hours
- Design - 1W13 Section (Section #3 of Phase 2) – 18 hours
- Construction Support – 4 hours
- Post-Construction/Record Drawings – 12 hours

Requested PCR Approval Date: 7/13/2022

Estimated Additional Cost:

Activities	Budget
1. Project Supervision/Control	\$ 3,820

Project Change Request

2. Design - 1W13 section (Section #3 of Phase 2)	\$ 1,716
3. Construction Support	\$ 1,930
4. Post-Construction/Record Drawings	\$ 1,716
Total Change Order (\$)	\$ 9,182

Impact on Schedule:

None

Impact on Deliverables:

None

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

None



Submitted by: Ivette Sanchez

Approved by: Paul Nicholas

Date: 7/7/2022

Date: _____

Disciplines Impacted (check appropriate boxes):

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

cc:

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: August 30, 2022

DEPARTMENT: Electric Utility

TITLE:

Agreement with G&W Electric Company for the purchase and delivery of Three Phase Pad Mounted Switches

SUMMARY:

The Agreement authorizes G&W Electric Company to provide Three Phase Pad Mounted Switches to the City's Electric Utility at a cost not to exceed \$280,172. 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 of 2022.

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB 22-102) for the purchase and delivery of Three Phase Multi-Way Switches for use and installation on the City's underground electrical distribution systems. The G&W Electric Company was the only responsive and responsible bidder and was recommended to provide the switches. The initial Term of the Agreement is for three (3) years with two (2) additional one (1) year extensions. The total cost of the switches under this initial agreement is in the amount not to exceed \$280,172.

The City's Electrical Engineering team is preparing for construction for the relocation of the 1W13 and 0704 Feeders from over-head to underground along French Avenue. The existing 1W13 and 0704 Feeders are currently located along the bank of the Lake Worth Drainage District L-11 Canal in the rear-of lots along French Avenue. The feeders and poles are currently located in an area that is only accessible via climbing. There is also a large population of iguana's which reside along the canal bank and are notorious for causing outages.

The new feeder design along French Avenue includes overhead to underground conversion and relocation of the feeders from the rear-of the lots to the street-side of the homes along French Avenue. The Three Phase Multi-Way Switches will provide operational flexibility by creating tie-points to other feeders enhancing system reliability.

The Electric Utility is requesting the approval of Agreement with G&W for the purchase and delivery of the Three Phase Multi-Way Switches \$280,172. The lead-time for these switches is approximately 31 weeks from receipt of order.

MOTION:

Move to approve/disapprove Agreement with G&W Electric Company for the purchase and delivery of Three Phase Multi-Way Switches in the amount not to exceed \$280,172.

ATTACHMENT(S):

Fiscal Impact Analysis
G&W Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$280,172	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$280,172	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account 401-6034-531-63.15, CIP Project SH2128.

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Electric	T&D	Improve Other than Build / Infrastructure	SH2128	2,800,000	2,726,452	N/A	-280,172	\$2,446,280

**AGREEMENT FOR GOODS AND SERVICES
(Three-Phase Pad Mounted Switches)**

THIS AGREEMENT FOR GOODS AND SERVICES (“Agreement”) is made on this August 17, 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 **G&W Electric Company**, an Illinois corporation with its principal office located at 305 West Crossroads Parkway Bolingbrook IL 60440 (“CONTRACTOR”).

RECITALS

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

WHEREAS, the CITY issued Invitation for Bid #22-102 for supply of Three Phase Pad Mounted Switches (hereinafter “IFB”), which IFB is incorporated by the reference into this Agreement; and

WHEREAS, the CITY received one (1) response to the IFB from the CONTRACTOR before the deadline; and

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

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

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

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

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

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

1. TERM

1.1 The term shall commence upon the approval of this Agreement by the City Commission and the CITY’s issuance of a Notice to Proceed. The CONTRACTOR agrees to provide all goods and services required under this Agreement as per the terms and timelines provided in the IFB and for the period of up to three (3) years. The CITY and CONTRACTOR may renew this Agreement for two (2) additional one (1) year periods dependent on a written amendment to this Agreement (signed by both parties) and an annual appropriation of the necessary funds by the City Commission. The CITY’s City Manager may approve annual renewals. During the renewal option(s), the City may utilize this Agreement to purchase additional Solid Dialectic Multi-Way

Switches. Should the City require additional Solid Dialectic Multi-Way Switches, the CITY and successful bidder will prepare and execute a written amendment to the Agreement setting forth the additional materials and/or services and the total cost for the same prior to any such additional materials or services being provided by the successful bidder.

2. SPECIFICATIONS

2.1 The specifications set forth in the IFB details the three-phase solid dielectric multi-way switch to be provided to the CITY. The CONTRACTOR's bid specifications, attached hereto as **Exhibit "A"** and incorporated herein, set forth further details for the furnishing of cable to the CITY for use on the electrical distribution system of the CITY.

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

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

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

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

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

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

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

4. MATERIALS

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

5. FEE AND ORDERING MECHANISM

5.1 The CITY shall utilize a City Purchase Order for the ordering of the Three Phase Pad Mount switches under this Agreement; however, the terms and conditions of the City Purchase Order shall not apply.

5.2 Should the CITY require additional goods and services, which additional goods and services are not included in this Agreement (but authorized by the IFB), the CITY and CONTRACTOR will prepare and execute a written amendment setting forth the additional goods and services and the total cost for the same prior to any such additional goods or services being provided by the CONTRACTOR.

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

6. MAXIMUM COSTS

6.1 The CITY shall compensate the CONTRACTOR in accordance with the CONTRACTOR's bid prices, which are attached hereto and incorporated herein as **Exhibit "A"**. The total cost to be paid by the CITY to the CONTRACTOR shall not exceed \$280,172.00 (Two-Hundred Eighty Thousand One Hundred Seventy-Two Dollars) for the initial three (3) year term of this Agreement. The not to exceed amount shall also be applicable for each annual renewal unless amended by the parties.

7. INVOICE

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

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

8. AUDIT BY CITY

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

9. COPIES OF DATA/DOCUMENTS

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

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

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

12. DEFAULTS, TERMINATION OF AGREEMENT

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

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

12.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does

not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any work. Alternatively, or in addition to the foregoing, if after three (3) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement.

13. INSURANCE

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

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

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

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

14. WAIVER OF BREACH

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

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages,

injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

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

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

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

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

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

17. ASSIGNMENT

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

constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

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

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and exclusive 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 (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

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

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

G&W Electric Company
Attn: Kanwal Gill
305 West Crosswords Parkway
Bolingbrook IL 60440

23. SEVERABILITY

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

24. DELAYS AND FORCES OF NATURE

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

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

25. COUNTERPARTS

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

26. PUBLIC ENTITY CRIMES

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

27. PREPARATION

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

28. PALM BEACH COUNTY INSPECTOR GENERAL

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

29. ENFORCEMENT COSTS

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

30. PUBLIC RECORDS

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

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

31. COPYRIGHTS AND/OR PATENT RIGHTS

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

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

33. FEDERAL AND STATE TAX

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

34. PROTECTION OF PROPERTY

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

35. DAMAGE TO PERSONS OR PROPERTY

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

36. WARRANTY

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

37. SCRUTINIZED COMPANIES

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

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

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

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

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

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

38. E-VERIFY

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

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

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

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

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

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

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

39. SURVIVABILITY

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services Three-Phase Pad Mount Switch 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: **G&W ELECTRIC COMPANY**



By: Kanwal Gill Digitally signed by Kanwal Gill
Date: 2022.08.17 18:12:06 -05'00'

Print Name: Kanwal Gill

Title: Application Engineering Mgr.

STATE OF Illinois
COUNTY OF Kendall

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 17 day of August 2022, by Kanwal Gill, as the Application Engineering Mgr. of G&W Electric Company an Illinois corporation, who is personally known to me or who has produced N/A as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Sara J. Ponto
Notary Public Signature

Notary Seal:



Exhibit "A"

Contractor's Bid Prices and Specifications

IFB#22-102 THREE PHASE PAD MOUNTED SWITCHES

(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. The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. Prices shall be delivered FOB destination, City of Lake Worth Beach. In the event additional quantity is added to the contract by the Amendment, the following unit prices will be utilized (as applicable). The Bidder shall maintain fixed pricing for the initial period of the contract. The City will not accept bids that have no shipping prices included in their unit price. ~~The bidder acknowledges that no additional cost increase will be made for adjustments in the quantities.~~ quote _____/_____
90 days _____/_____ KG

Unit firm price as specified, (F.O.B. destination Lake Worth Beach, FL, freight allowed and prepaid):

Description	Qty	Unit Price	Total
Three-Phase Solid Dielectric Multi-Way Switch (Pad Mount Air Gear Style) <i>The switch shall consist of a solid dielectric insulated manually operated padmount switch with four (4) load break switches modules in a front-back design.</i>	3	\$71,636	\$214,908
Three-Phase Solid Dielectric Multi-way Switch (Pad Mount Air Gear Style) <i>The switch shall consist of a solid dielectric insulated manually operated padmount switch with three (3) ways consisting of two load break switch modules and one fault interrupter in a front-back design.</i>	1	\$65,264	\$65,264
TOTAL:			\$280,172

DELIVERY

Bidder shall provide exact delivery details below:

Shipping is scheduled after receipt of order. 31 Weeks

Item 1:

Manufacturer G&W ELECTRIC
 Type and Catalog No. PL44-396-12-10FB

Item 2:

Manufacturer G&W ELECTRIC

Type and Catalog No.

PLS32-396-12-6FB

Customer:	Lake Worth Beach Utilities
Date:	July 7 th 2022
Validity:	90 Days
Quotation Number:	SQ72756
Customer Reference:	Lake Worth Beach Utilities

Item 1: 38kV, 150 kV BIL Solid Dielectric Insulated Padmount Switch, Catalog No. PL44-396-12-10FB

Quantity: 3

Ways 1, 2, 3 and 4:

- Three Phase epoxy encapsulated load break switch
- 630 Amps continuous and loadbreak.
- 20 kA asym. momentary, and close-into-fault rating.
- 600A Deadbreak Apparatus Bushings per IEEE 386 interface 13

Standard Features:

- Front/Back Access to switch operators and bushings
- Welded stainless steel mechanism cover painted light gray (ANSI 70)
- 304L Stainless steel frame
- Parking stands for all bushings
- 12 gauge 304 Stainless steel padmount enclosure with 24" cable compartment. Meets ANSI C37.72 & C57.12.29 standards
- Enclosure painted Padmount Guardian Green, Munsell #7.0GY3.29/1.5
- 24" minimum bushing height
- ½"-13 NC grounding provisions
- Padlockable operating mechanism – padlocks are not included
- 3" diameter circular viewing windows to verify OPEN/ CLOSED indicator position.
- Green/ OPEN – Red/ CLOSED labeling

Applicable Industry Standards:

Load Break Switch Ratings: IEEE C37.74
Fault Interrupter Ratings: IEEE C37.60
Bushings: IEEE 386
Padmount Enclosure: IEEE C57.12.29

Price Each: \$71,636

Total Price: \$214,908

Item 2: 38kV, 150 kV BIL Solid Dielectric Insulated Padmount Switch, Catalog No. PLS32-396-12-6FB

Quantity: 1

Ways 1 and 2:

- Three Phase epoxy encapsulated load break switch
- 630 Amps continuous and loadbreak.
- 20 kA asym. momentary, and close-into-fault rating.
- 200A Bushing Wells per IEEE 386 interface 3

Way 3:

- Three Phase epoxy encapsulated fault interrupter switch
- 630 Amps continuous and loadbreak.
- 12.5kA sym. maximum interrupting rating
- 500:1 internally mounted current transformers to provide field selectable trip levels from 15-300 A
- Type 2 Vacuum Interrupter Control housed in a NEMA 4X enclosure.
- 200A Bushing Wells per IEEE 386 interface 3

Standard Features:

- Front/Back Access to switch operators and bushings
- Welded stainless steel mechanism cover painted light gray (ANSI 70)
- 304L Stainless steel frame
- Parking stands for all bushings
- 12 gauge 304 Stainless steel padmount enclosure with 24" cable compartment. Meets ANSI C37.72 & C57.12.29 standards
- Enclosure painted Padmount Guardian Green, Munsell #7.0GY3.29/1.5
- 24" minimum bushing height
- ½"-13 NC grounding provisions
- Padlockable operating mechanism – padlocks are not included
- 3" diameter circular viewing windows to verify OPEN/ CLOSED indicator position.
- Green/ OPEN – Red/ CLOSED labeling

Applicable Industry Standards:

Load Break Switch Ratings: IEEE C37.74

Fault Interrupter Ratings: IEEE C37.60

Bushings: IEEE 386

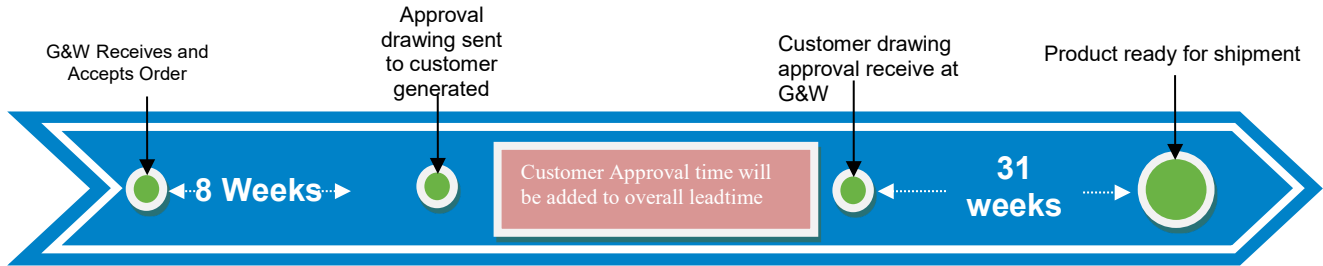
Padmount Enclosure: IEEE C57.12.29

Price Each: \$65,264

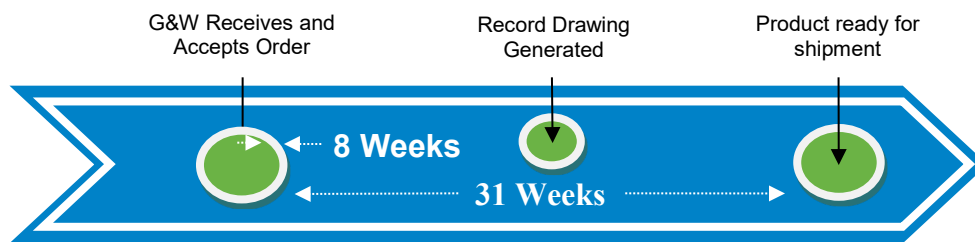
Clarification / Exceptions:

- Elbows and rubber goods to be provided by other

Approval Order: Order requiring customer approval of Top Level drawing prior to release to production



Record Order: Order released straight to production (Customer Waived approval)



Commercial Terms and Conditions

Submittal drawings (if required):

If required, submittal drawings will be issued for approval 8 weeks after receipt of order.
Wiring diagrams will be issued for approval 8 weeks after receipt of order.

Lead time for shipment:

31 weeks after receipt of order and release to production.

Shipping Terms: FOB-Destination

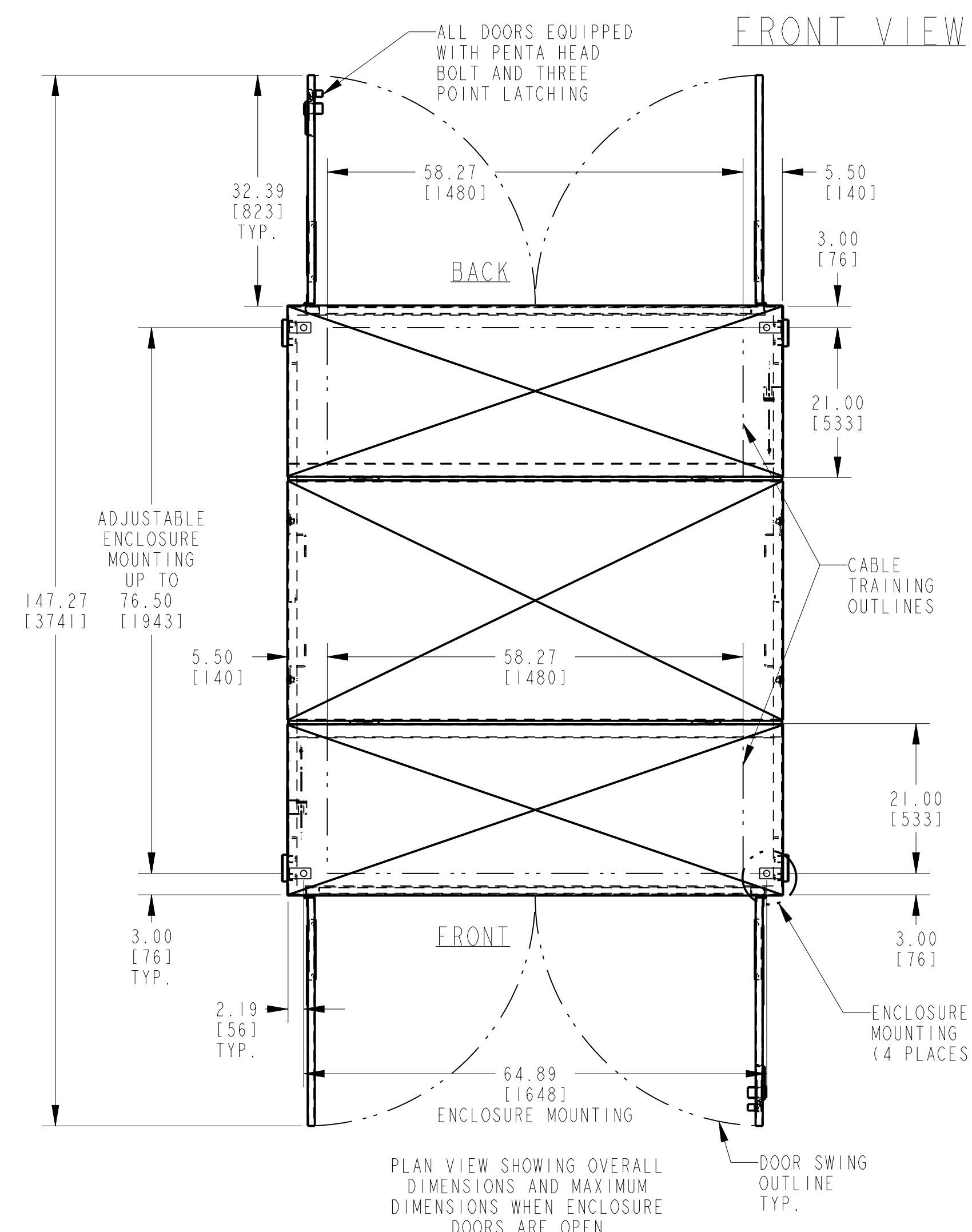
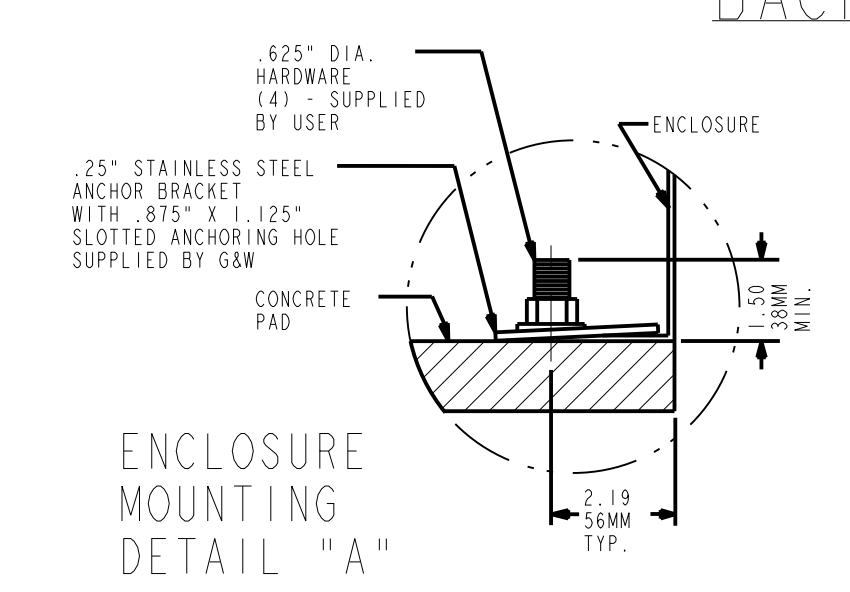
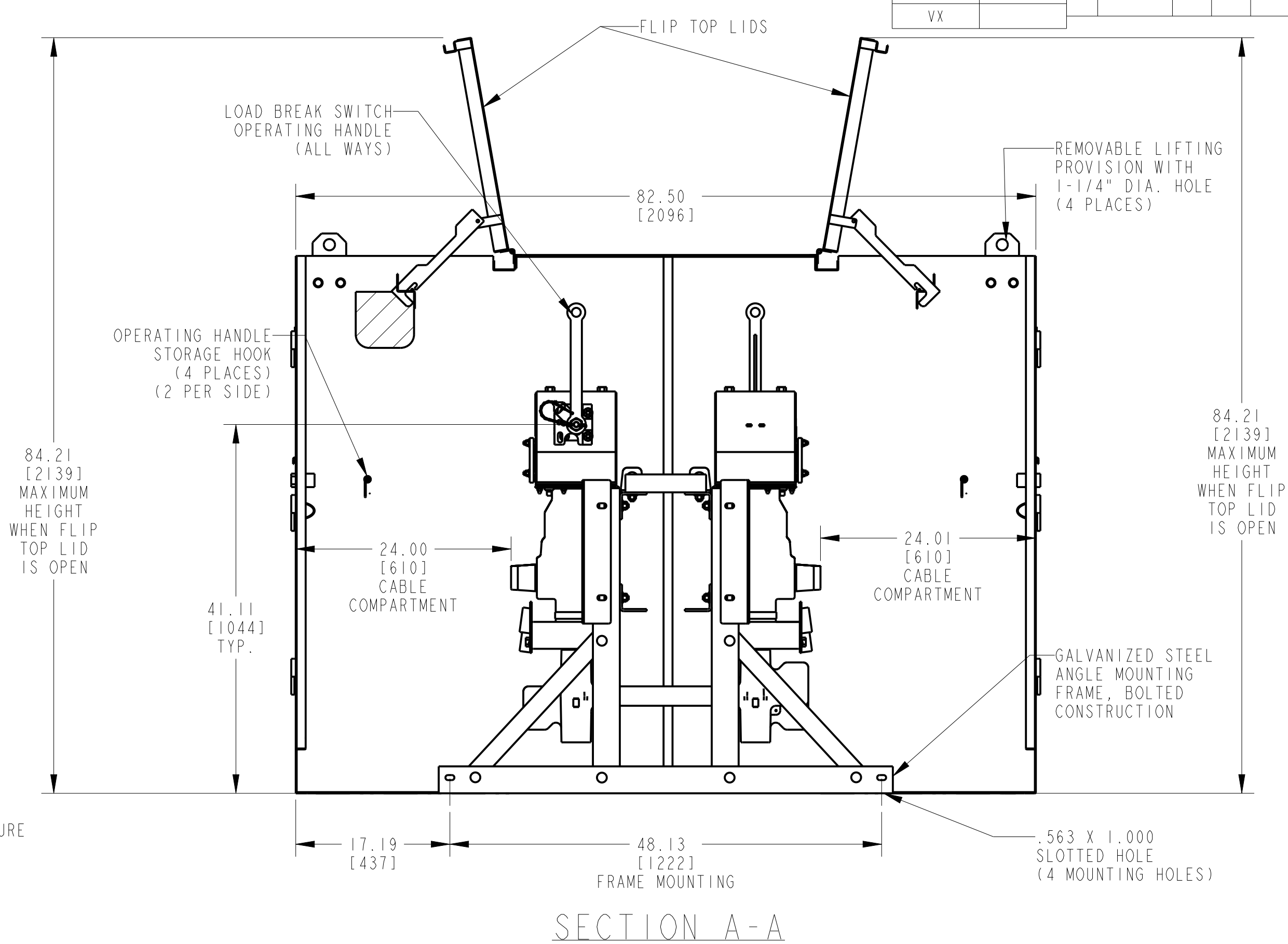
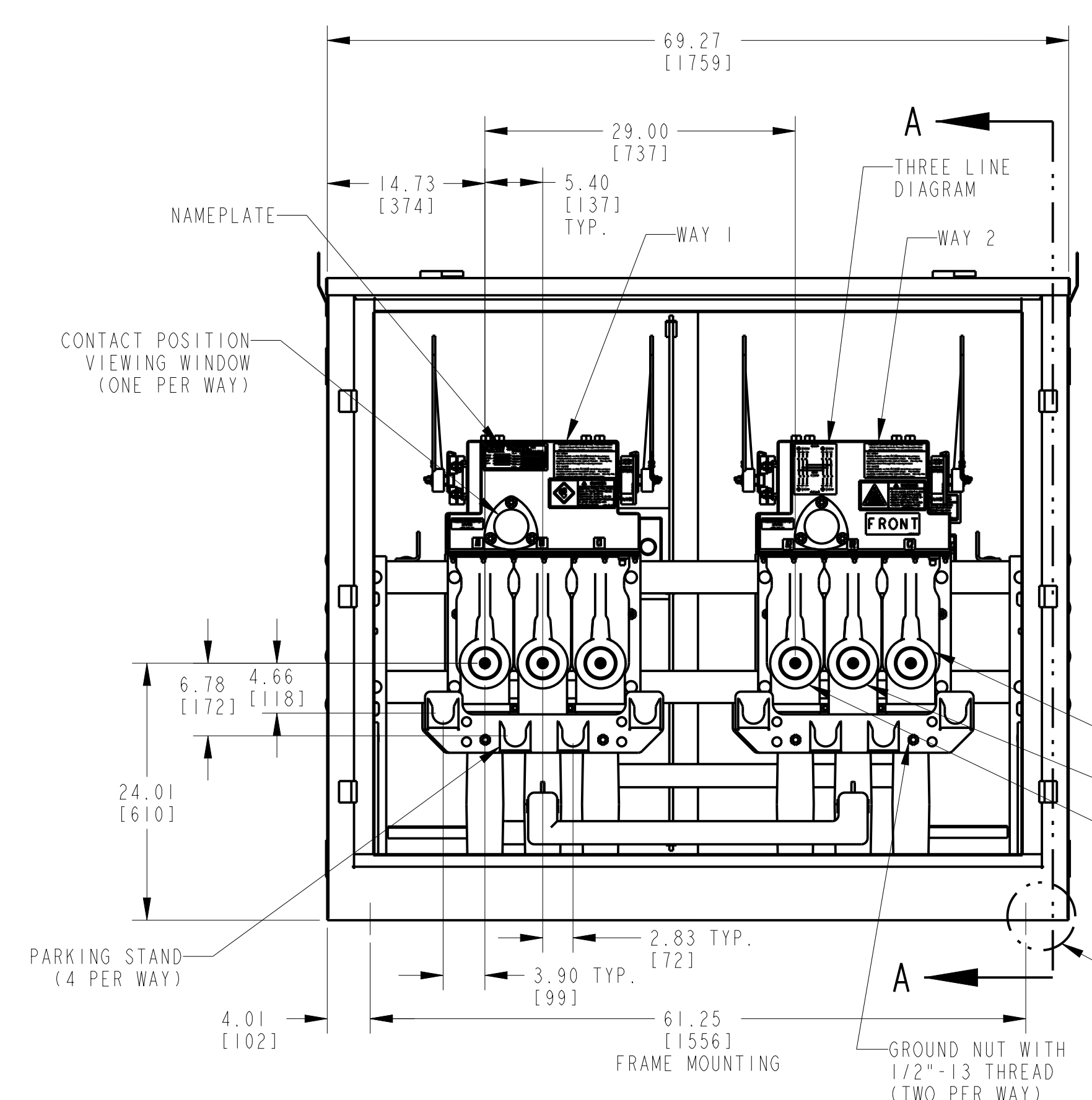
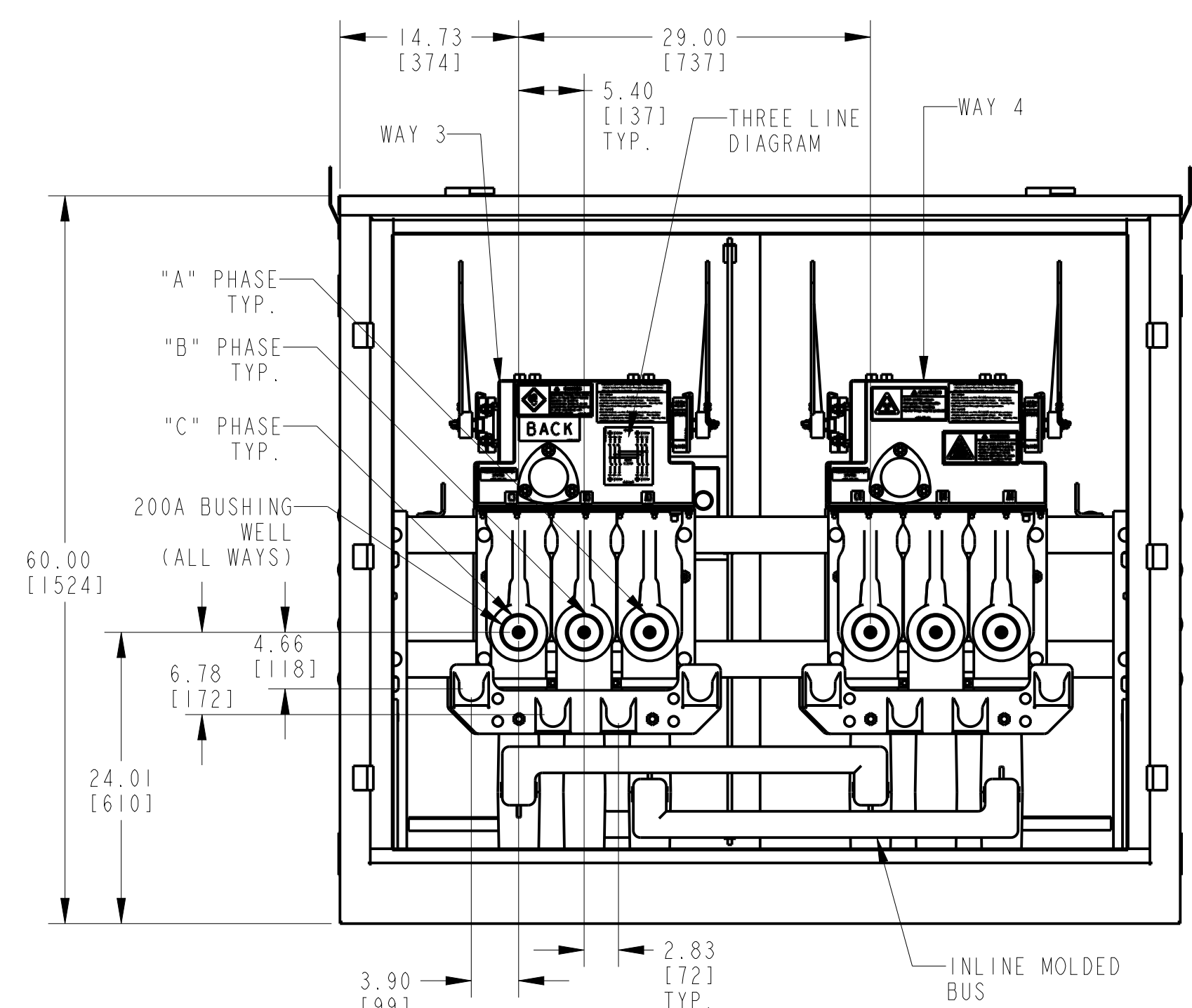
Freight: Prepaid and Allowed on a standard closed top trailer.

Payment: Net 30 days Payment terms are subject to G&W Finance Department approval.

Purchase Order Submission: Purchase order should be addressed to:

G&W Electric Co.
305 W. Crossroads Parkway
Bolingbrook, IL 60440-4938

FINAL REVIEW		REVISIONS			
SH	JQ	REV.	ECO	ENG	DES
VX					

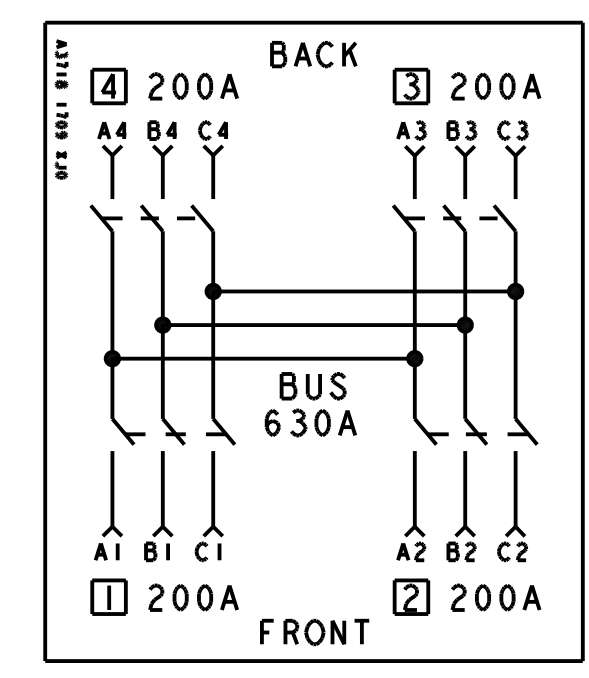


NOTES:

- ALL WAYS ARE EQUIPPED WITH INTERNAL SPRING OPERATORS AND EXTERNAL PROVISIONS FOR PADLOCKING IN ALL POSITIONS.
- UNFINISHED 304/304L STAINLESS STEEL MOUNTING PLATE WITH BOLTED 304/304L STAINLESS STEEL MECHANISM COVER PAINTED ASA 70 LIGHT GRAY.
- GALVANIZED STEEL ENCLOSURE FINISHED PADMOUNT GREEN MUNSSELL 7GY3.29/1.5. ENCLOSURE IS DESIGNED PER APPLICABLE SECTIONS OF ANSI/IEEE C37.74 AND C57.12.28. DRAWING IS TYPICAL AND SHOWS OVERALL DIMENSIONS ONLY. CONSTRUCTION DETAILS MAY VARY FROM THOSE DEPICTED.
- WHEN ELBOWS, INSERTS, AND ANY OTHER ACCESSORIES ARE CONNECTED TO THE SWITCH, THE RATINGS OF EACH CONNECTED ASSEMBLY WILL BE THAT OF THE LOWEST RATED COMPONENT OF THE ASSEMBLY.
- MOUNTING INFORMATION: THE FRAME OF THE SWITCH MUST BE ANCHORED TO THE PAD. THE FRAME IS EQUIPPED WITH 4 SLOTTED ANCHORING HOLES, EACH MEASURING 9/16" X 1". THE LOCATIONS OF THESE HOLES, REFERRED TO AS "FRAME MOUNTING" ARE SHOWN IN THE FRONT VIEW AND SECTION A-A. THE PAD MOUNT ENCLOSURE SHOULD BE SECURED TO THE PAD TO PROVIDE IT WITH ADDITIONAL STABILITY. EACH PAD MOUNT ENCLOSURE IS SHIPPED WITH 4 SECURING BRACKETS THAT ARE TO BE USED FOR THIS PURPOSE. THE SECURING BRACKETS CAN BE INSTALLED ANYWHERE ALONG THE INNER EDGE OF THE ENCLOSURE. SEE ENCLOSURE MOUNTING DETAIL "A" AND THE PLAN VIEW FOR MORE DETAILS ABOUT SECURING THE PAD MOUNT ENCLOSURE TO THE PAD.
- 200 AMP RATED BUSHING WELLS WILL REDUCE THE ELECTRICAL RATINGS OF THE SWITCH TO 200 AMP CONTINUOUS CURRENT AND 10KA SYM. FOR 10 CYCLES.

SWITCH ELECTRICAL INFORMATION	
SEE NOTES FOR LIMITATIONS	
RATED VOLTAGE (MAXIMUM)	15.5 KV
IMPULSE LEVEL (BIL)	110 KV
CONTINUOUS CURRENT, RMS SYM	SEE THREE LINE
CURRENT INTERRUPTING, RMS SYM	630 AMP
AC 1 MINUTE WITHSTAND (DRY)	34 KV
DC 15 MINUTE WITHSTAND	53 KV
MOMENTARY CURRENT, RMS ASYM	20 KA
MAKING CURRENT, RMS ASYM	20 KA
SHORT-TIME WITHSTAND RATING (1 SEC. DURATION), RMS SYM	12.5 KA

SWITCH WEIGHT	
SWITCH WEIGHT	2100 LBS / 954 KG
SHIPPING WEIGHT APPROX	2650 LBS / 1204 KG



ENTRANCES	BUSHING ELECTRICAL CHARACTERISTICS	IEEE 386 INTERFACE
WAY 1	15.5KV 200A BUSHING WELL	INTERFACE 3
WAY 2	15.5KV 200A BUSHING WELL	INTERFACE 3
WAY 3	15.5KV 200A BUSHING WELL	INTERFACE 3
WAY 4	15.5KV 200A BUSHING WELL	INTERFACE 3

PRINT IDENTIFICATION

DATE _____ G&W NO. _____

CUSTOMER _____

ORDER NO. _____

FOR RECORD FOR APPROVAL-NO MORE WORK TO BE DONE UNTIL APPROVAL IS RECEIVED

ITEM NO. _____

* ALL PRIMARY DIMENSIONS ARE IN INCHES. ALL SECONDARY DIMENSIONS ARE IN MILLIMETERS.

ALL DRAWING CHANGES MUST BE MADE ON CAD. ANY MANUAL CHANGES WILL VOID DRAWING.

PL44-376-20-10FB

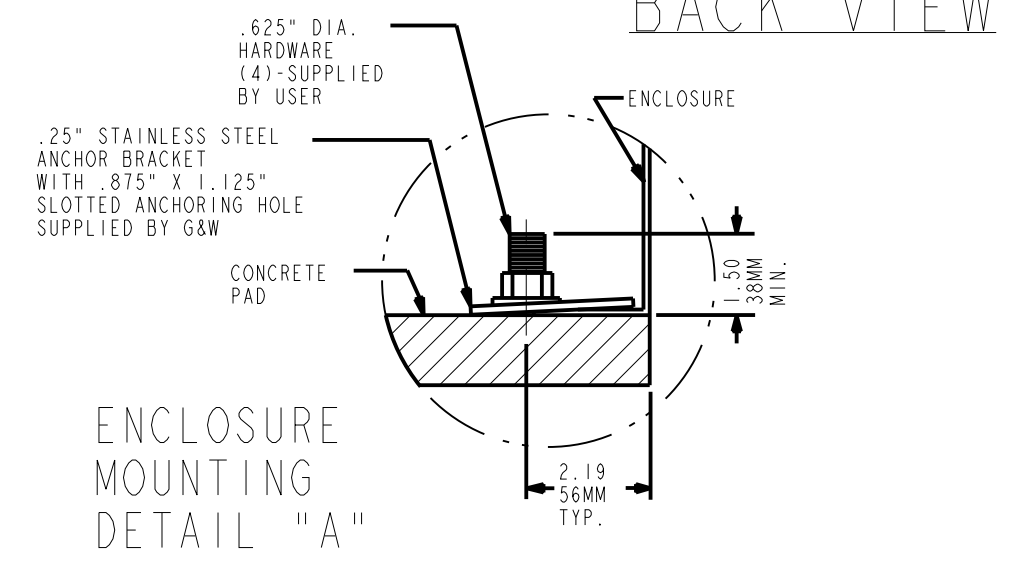
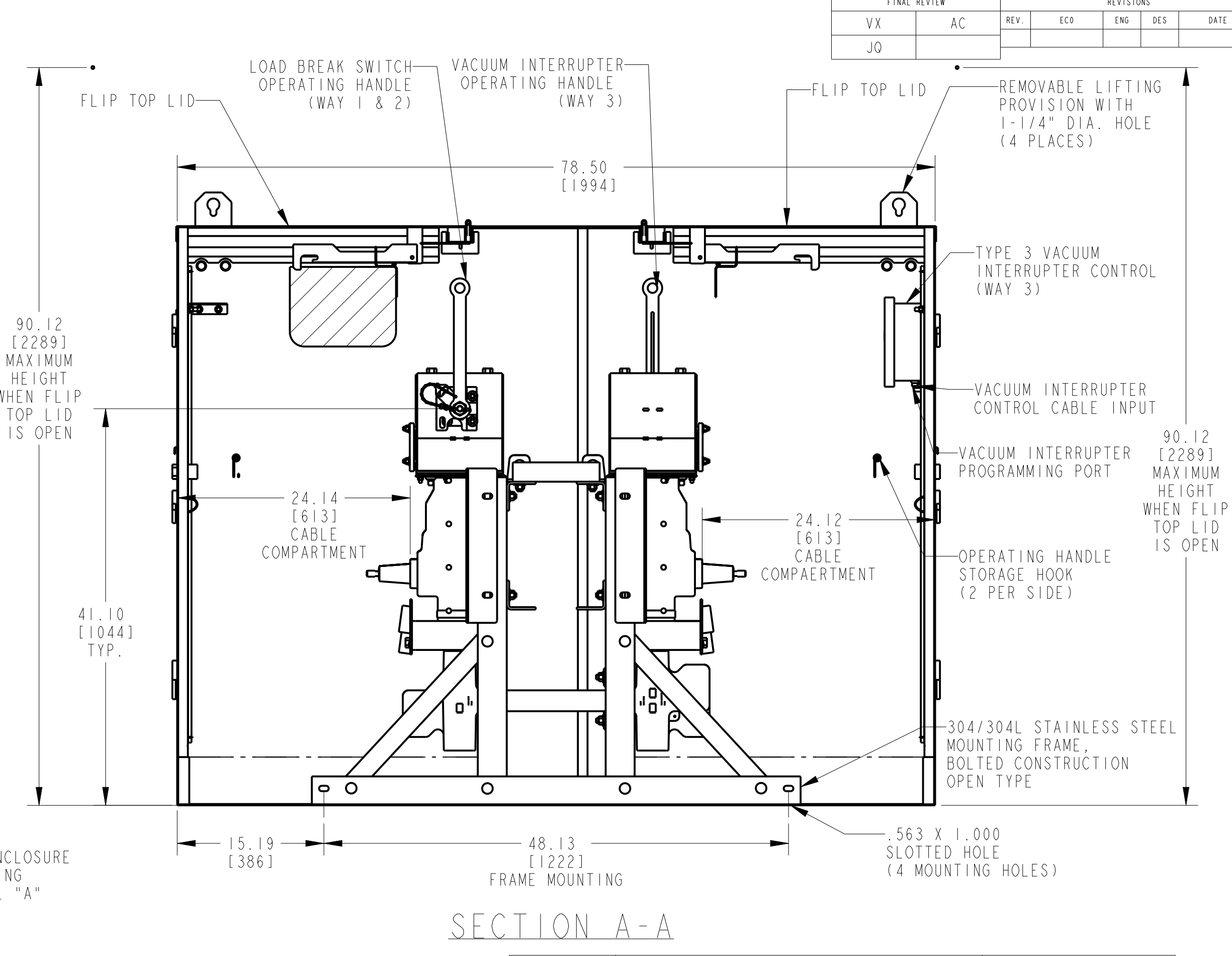
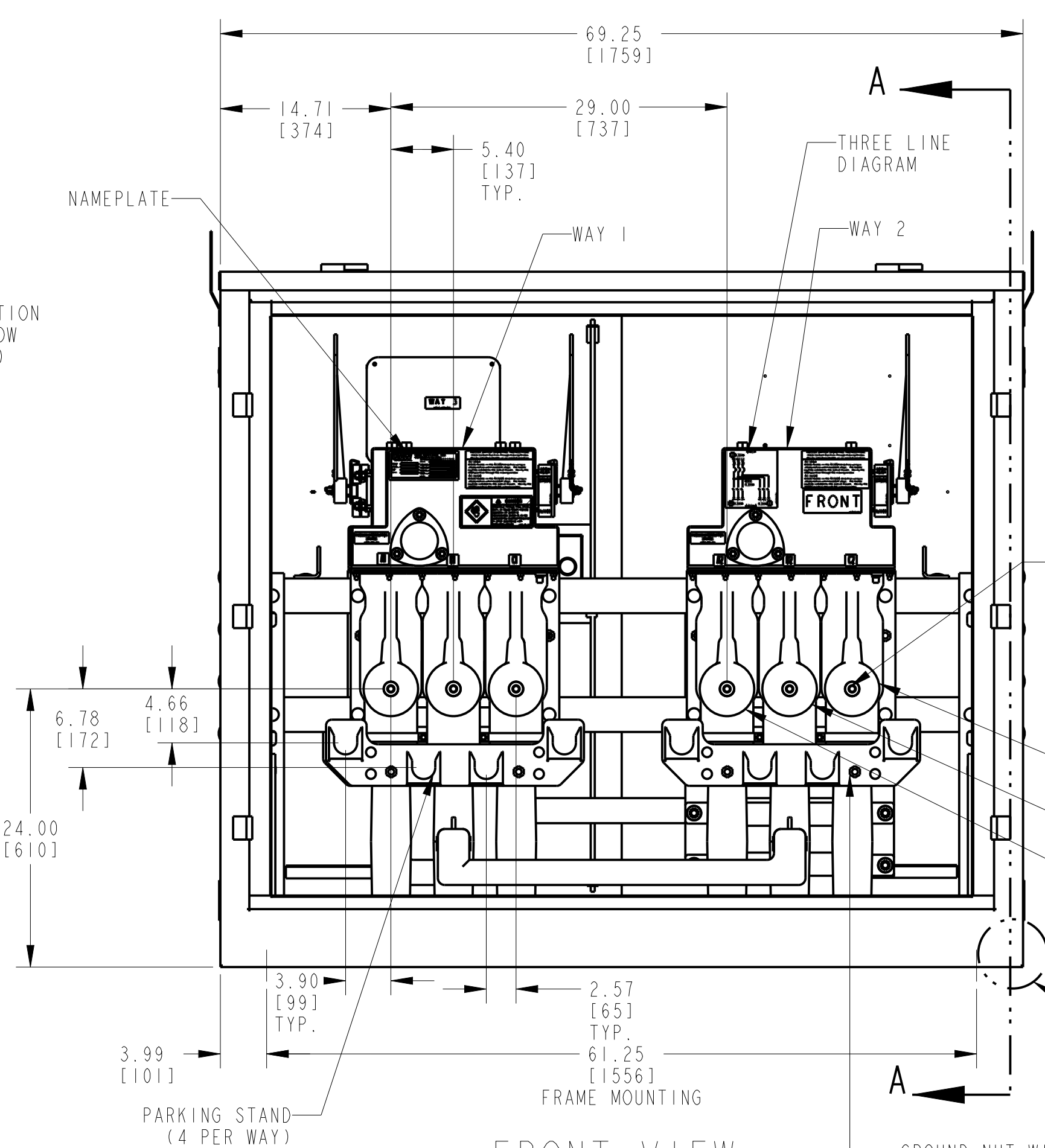
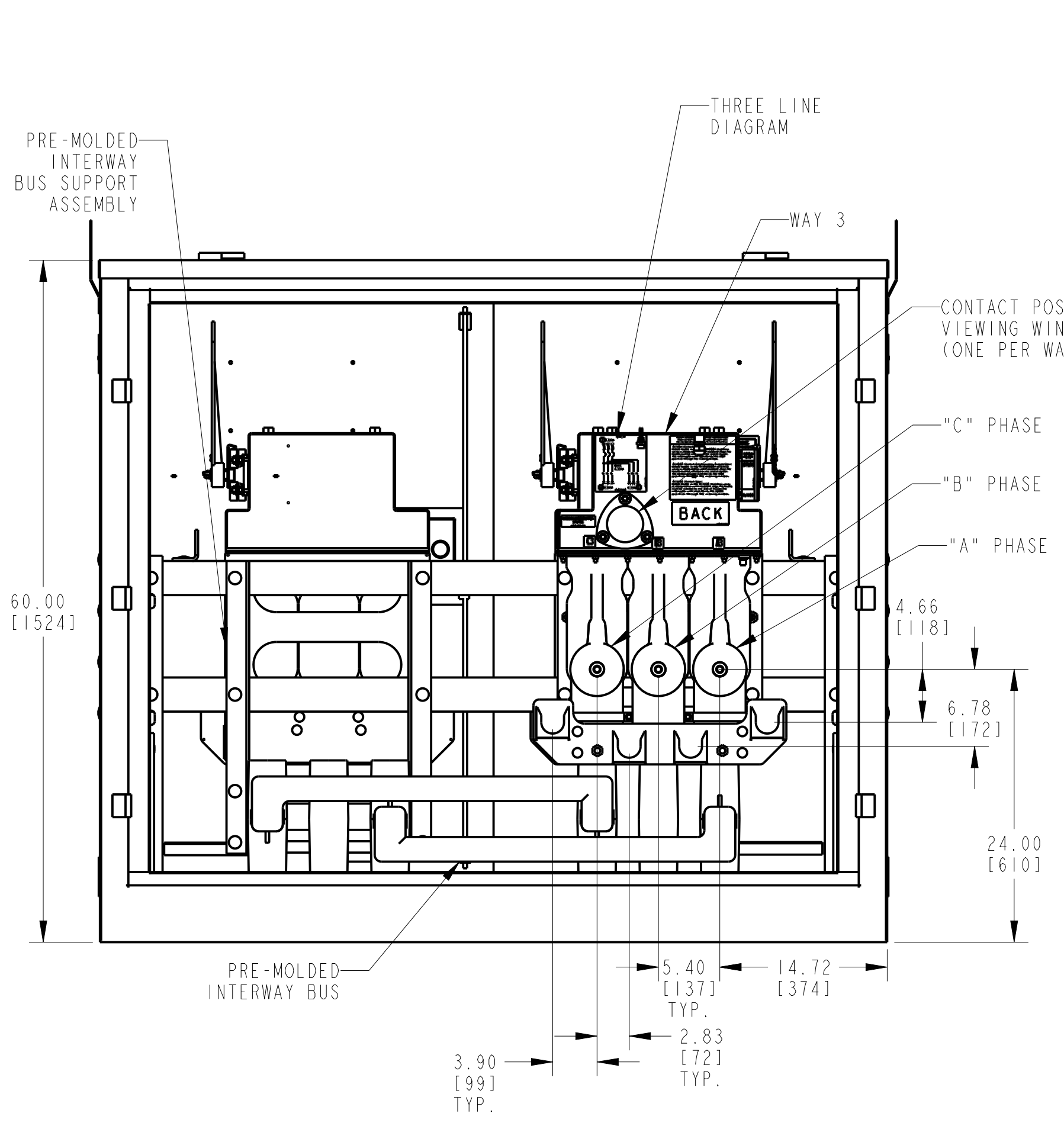
15.5KV 4 WAY SOLID DIELECTRIC SWITCH

G&W ELECTRIC Co.

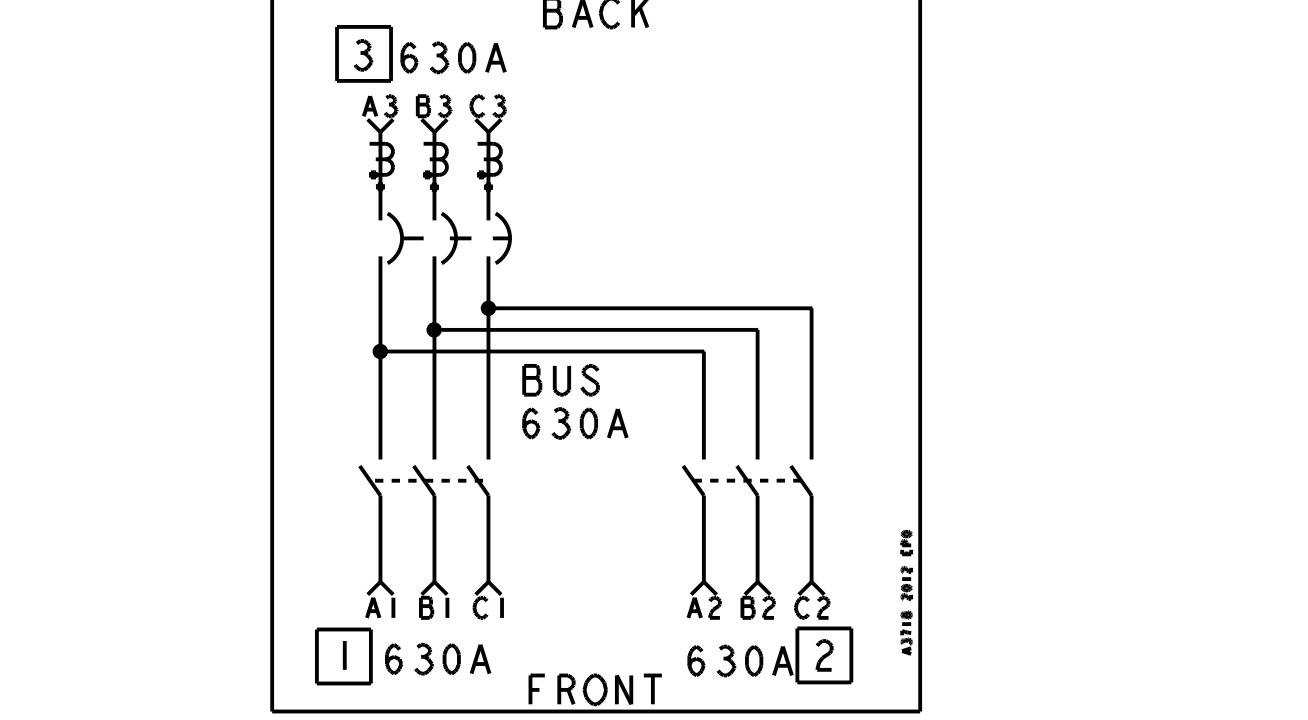
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ENGINES: SH	DATE: Apr-13-20	SCALE:
APPR BY: JQ	DATE: Apr-13-20	SHEET: 1 of 1

3D MODEL INC. ERRORS: 1. 3D MODEL LAST CHECKED Sun Feb 10 2019 20:30:55 GMT-0800. CUSTOMER DRAWING INC. ERRORS: 0. DRAWING LAST CHECKED: Thu Jan 25 2018 23:37:10 GMT-0800. STANDARD SHEET 1 of 1
 This drawing and the information hereon are and remain the property of G&W and are not to be copied, reproduced or disclosed to others without the expressed written consent of G&W.

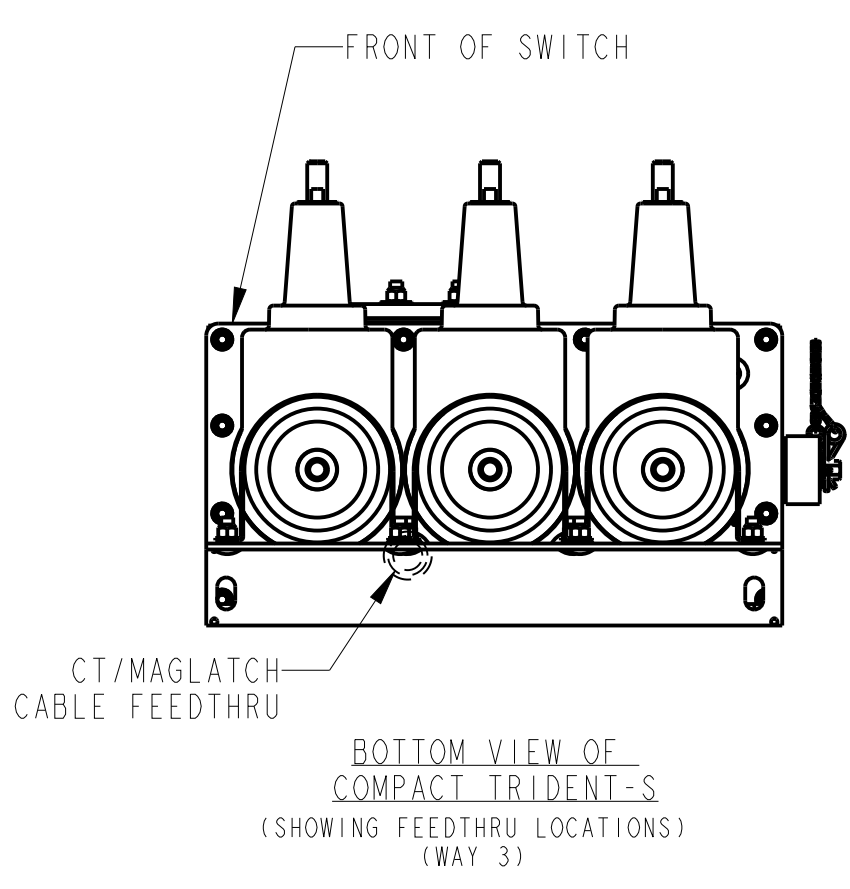
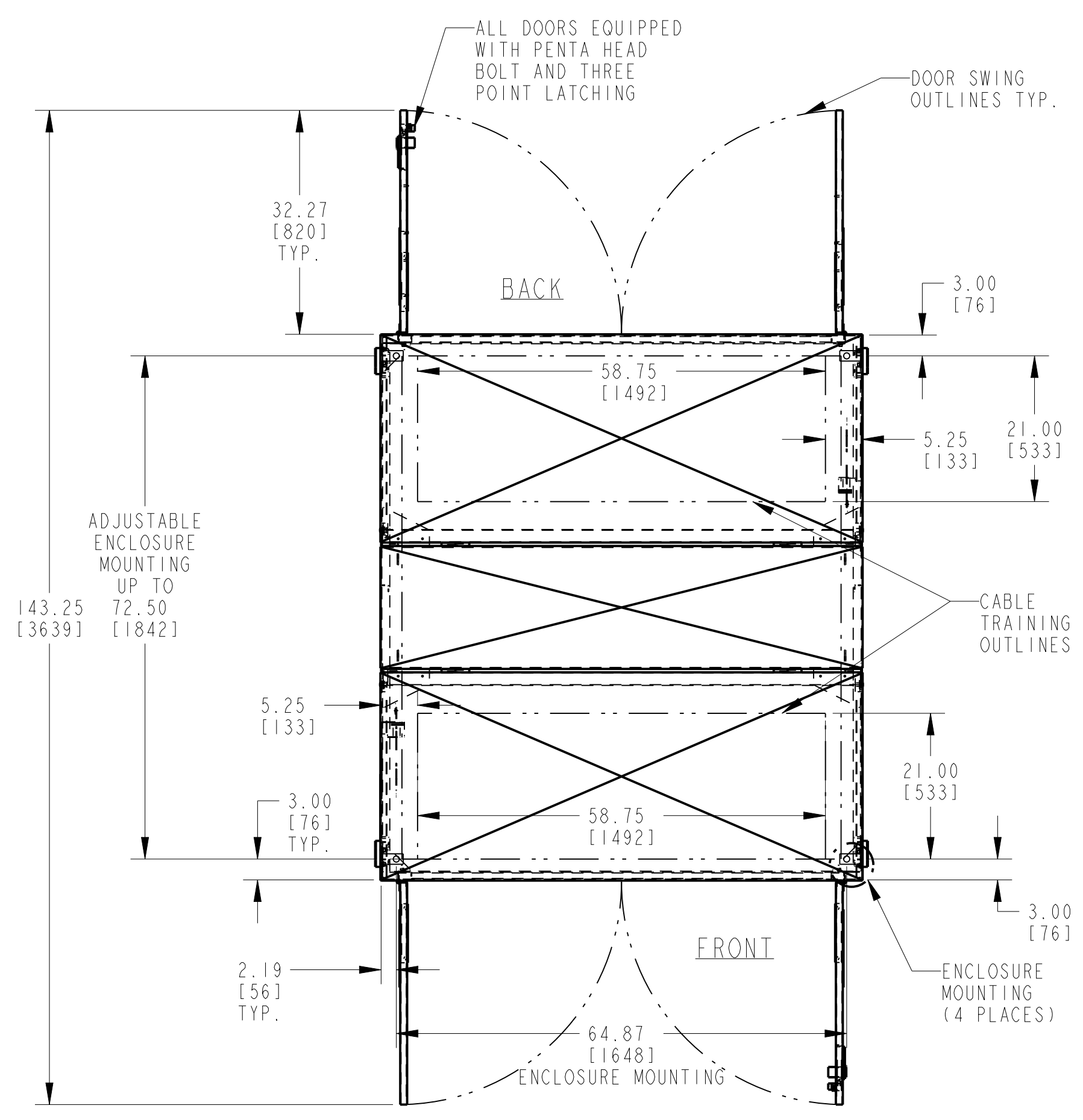
FINAL REVIEW				REVISIONS			
VX	AC	REV.	ECO	ENG	DES	DATE	
JQ							



SWITCH ELECTRICAL INFORMATION		
SEE NOTES FOR LIMITATIONS		
	WAY 1 & 2	WAY 3
RATED VOLTAGE (MAXIMUM)	27 KV	27 KV
IMPULSE LEVEL (BIL)	125 KV	125 KV
CONTINUOUS CURRENT, RMS SYM	SEE THREE LINE	
CURRENT INTERRUPTING, RMS SYM	630 AMP	12.5 KA
AC 1 MINUTE WITHSTAND (DRY)	40 KV	40 KV
DC 15 MINUTE WITHSTAND	78 KV	78 KV
MOMENTARY CURRENT, RMS ASYM	20 KA	
MAKING CURRENT, RMS ASYM	20 KA	
SHORT-TIME WITHSTAND RATING (1 SEC. DURATION), RMS SYM	12.5 KA	



SWITCH WEIGHT	1900 LBS / 862 KG
SHIPPING WEIGHT APPROX	2400 LBS / 1089 KG



PLAN VIEW SHOWING OVERALL DIMENSIONS AND MAXIMUM DIMENSIONS WHEN ENCLOSURE DOORS ARE OPEN

SECTION A-A

ENTRANCES	BUSHING ELECTRICAL CHARACTERISTICS	IEEE 386 INTERFACE
WAY 1	27KV 630A DEADBREAK APPARATUS BUSHING	INTERFACE II
WAY 2	27KV 630A DEADBREAK APPARATUS BUSHING	INTERFACE II
WAY 3	27KV 630A DEADBREAK APPARATUS BUSHING	INTERFACE II

NOTES:

- ALL WAYS ARE EQUIPPED WITH INTERNAL SPRING OPERATORS AND EXTERNAL PROVISIONS FOR PADLOCKING IN ALL POSITIONS.
- UNFINISHED 304/304L STAINLESS STEEL MOUNTING PLATE WITH BOLTED 304/304L STAINLESS STEEL MECHANISM COVER PAINTED ASA 70 LIGHT GRAY.
- 304 STAINLESS STEEL ENCLOSURE FINISHED MUNSSELL 7GY3.29/1.5 PADMOUNT GREEN. ENCLOSURE IS DESIGNED PER APPLICABLE SECTIONS OF ANSI/IEEE C37.74 AND ANSI C57.12.29. DRAWING IS TYPICAL AND SHOWS OVERALL DIMENSIONS ONLY. CONSTRUCTION DETAILS MAY VARY FROM THOSE DEPICTED.
- WHEN ELBOWS, INSERTS, AND ANY OTHER ACCESSORIES ARE CONNECTED TO THE SWITCH, THE RATINGS OF EACH CONNECTED ASSEMBLY WILL BE THAT OF THE LOWEST RATED COMPONENT OF THE ASSEMBLY.
- MOUNTING INFORMATION: THE FRAME OF THE SWITCH MUST BE ANCHORED TO THE PAD. THE FRAME IS EQUIPPED WITH 4 SLOTTED ANCHORING HOLES, EACH MEASURING 9/16" X 1". THE LOCATIONS OF THESE HOLES, REFERRED TO AS "FRAME MOUNTING" ARE SHOWN IN THE FRONT VIEW AND SECTION A-A. THE PAD MOUNT ENCLOSURE SHOULD BE SECURED TO THE PAD TO PROVIDE IT WITH ADDITIONAL STABILITY. EACH PAD MOUNT ENCLOSURE IS SHIPPED WITH 4 SECURING BRACKETS THAT ARE TO BE USED FOR THIS PURPOSE. THE SECURING BRACKETS CAN BE INSTALLED ANYWHERE ALONG THE INNER EDGE OF THE ENCLOSURE. SEE ENCLOSURE MOUNTING DETAIL "A" AND THE PLAN VIEW FOR MORE DETAILS ABOUT SECURING THE PAD MOUNT ENCLOSURE TO THE PAD.
- WAY 3 INCLUDES A TYPE 3 VACUUM INTERRUPTER CONTROL WITH THE PLUS SETTING OPTION FOR OVERCURRENT PROTECTION. THE CONTROL IS HOUSED IN A NEMA 4X ENCLOSURE. CUSTOMER IS RESPONSIBLE FOR ENTERING PROTECTION SETTINGS INTO THE CONTROL BEFORE ENERGIZING.
- SWITCH IS EQUIPPED WITH INTERNAL 1000:1 CURRENT TRANSFORMERS ON WAY 3.
- SWITCH IS EQUIPPED WITH PROGRAMMING KIT FOR THE VACUUM INTERRUPTER CONTROL.

PRINT IDENTIFICATION

DATE _____ G&W NO. _____

CUSTOMER _____

ORDER NO. _____

FOR RECORD

FOR APPROVAL-NO MORE WORK TO BE DONE UNTIL APPROVAL IS RECEIVED

ITEM NO. _____

* ALL PRIMARY DIMENSIONS ARE IN INCHES. ALL SECONDARY DIMENSIONS ARE IN MILLIMETERS.

ALL DRAWING CHANGES MUST BE MADE ON CAD. ANY MANUAL CHANGES WILL VOID DRAWING.

PLS32-386-12-6FB

27KV 3 WAY SOLID DIELECTRIC SWITCH

CAT. NO.: PLS32-386-12-6FB

DRAWING NO. DM8SC LLFO A00

ENGDES: VX VX DATE: Aug-26-20

APPR BY: JQ DATE: Aug-26-20

SCALE: SHEET: 1 of 1



3D MODEL: NC ERRORS: 11 3D MODEL LAST CHECKED: Wed Jul 03 2019 09:44:28 GMT-0800: CUSTOMER DRAWING: NC ERRORS: 11 DRAWING LAST CHECKED: Wed Aug 26 2020 21:28:41 GMT-0800: STANDARD SHEET OF 1
 This drawing and the information thereon are and remain the property of G&W and are not to be copied, reproduced or disclosed to others without the expressed written consent of G&W.
 DWG. NO.: DM8SC LLFO A00
 Printed on 2022-08-28 at 7:45 PM

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: August 30,2022

DEPARTMENT: Electric Utility

TITLE:

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

SUMMARY:

Resolution 60-2022 proposes to amend the City's Net Metering Program (Program) Interconnection Rules to allow new participants to the Program to add up to 3,000 kWh's to the participants' 12-month actual electric consumption to properly size their proposed Photovoltaic Systems to accommodate charging an electric vehicle.

BACKGROUND AND JUSTIFICATION:

The Electric Utility has received inquiries from its customers about being able to properly size their proposed Photovoltaic Systems to include the anticipated usage of a newly purchased electric vehicle. The Electric Utility staff reviewed the issue and has prepared an amendment to the Program's Interconnection Rules to allow the addition of up to 3,000 kWh's to a customer's previous 12-month actual electric consumption for the purpose of sizing their proposed System to accommodate charging an electric vehicle. If a customer desires to pursue this option, the customer will be required to provide proof of an electric vehicle purchase (or signed contract for a purchase) that is or will be registered to the address where the customer's proposed System is to be installed. However, in no case shall the customer's proposed System exceed the existing 10KW GPR size limitation under the current Interconnection Rules.

MOTION:

Move to approve/disapprove Resolution 60-2022 to amend the City of Lake Worth Beach Electric Utility Net Meter Program Interconnection Rules to accommodate new participant purchases of electric vehicles.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

Resolution 60-2022

Exhibit "A" – Amended Net Metering Program Rules & Regulation

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

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

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

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

WHEREAS, in 2019, the City Commission adopted rules and regulations for the Program ("Interconnection Rules") requiring all existing Program participants to comply with the Interconnection Rules by December 31, 2019;

WHEREAS, since 2019, the City Commission has revised the Interconnection Rules several times to accommodate changes desired by the City's Electric Utility, Program participants, potential Program participants, and the City Commission;

WHEREAS, the City's Electric Utility has received inquiries about increasing the Program's limitation on the size of a customer's proposed Photovoltaic Systems by up to 3,000 kWh AC to address the anticipated increase in electric usage for a newly purchased electric vehicle(s);

WHEREAS, the Electric Utility has determined that the requested increase is fair and reasonable if the customer provides proof of purchasing an electric vehicle (or proof of a signed contract to purchase an electric vehicle) which is or is to be registered to the address where the new System is installed;

WHEREAS, the Electric Utility recommends amending the Interconnection Rules as shown in Exhibit "A" (highlighted language on page 3), which is attached hereto and incorporated herein, provided that, customers eligible for the increase will still be required to limit their Photovoltaic Systems to not exceed the Program's 10 KW GPR size limit; and,

WHEREAS, the City Commission finds making the proposed amendment to the Interconnection Rules as set forth herein is in the best interests of the City and serves a valid public purpose.

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

Section 1. The foregoing recitals are hereby incorporated into this Resolution as true and correct statements.

Section 2. The Interconnection Rules for the City's Net Metering Program are amended as set forth in Exhibit "A", which is attached hereto and incorporated herein.

Section 3. All prior resolutions or parts of resolutions are hereby amended to the extent that they are in conflict with this Resolution.

Section 4. This Resolution shall become effective immediately upon passage.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the ____ day of March 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

CITY OF LAKE WORTH BEACH ELECTRIC UTILITY NET METERING PROGRAM

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

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

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

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

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

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

Customer-Owned Renewable Generation Systems:

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

Gross Power Rating (GPR) and Size Limitations:

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

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

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

Application Fees:

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

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

Islanding:

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

External Disconnect Switch:

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

Standards, Codes and Inspections:

1. Inverters:

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

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

2. System Installations:

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

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

3. Inspections:

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

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

Insurance:

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

Notice to the City of Changes:

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

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

Grandfathered Systems:

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

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

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

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

Attachments:

Application

Interconnection Agreement