



AGENDA
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETINGS
CITY HALL COMMISSION CHAMBER
TUESDAY, JUNE 28, 2022 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Kimberly Stokes

AGENDA - Additions / Deletions / Reordering:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

A. [May 31, 2022](#)

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

- A. [Utility Easements and Bill of Sale by and between 1017 Lake Ave, LLC and the City of Lake Worth Beach](#)
- B. [Interlocal Agreement between Palm Beach County and City of Lake Worth Beach for utility adjustments for Congress Ave at Lantana Road project](#)
- C. [Change Order to Purchase Order 187340 with Cleaveland Price Inc.](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2022-11 – Second Reading – Water Conservation for Landscape Irrigation](#)

NEW BUSINESS:

- A. [Agreement with USIC Holdings, Inc. d/b/a USIC Locating Services, LLC for Underground Facilities Line Locating Services](#)
- B. [Agreement with US Peroxide, LLC dba USP Technologies for Hydrogen Sulfide Control Services](#)
- C. [Electric Utility Integrated Resource Planning Process Presentation and Discussion](#)
- D. [Agreement with American Wire Group LLC., for the purchase and delivery of wire and cable](#)
- E. [First Amendment to Hooper Corp. Work Order No. 1](#)
- F. [Second Amendment to Hooper Corp. Work Order No. 1](#)
- G. [Agreement with Stuart C. Irby Company for the purchase and delivery of underground cable](#)

H. [Temporary Relocation of Customer Service during renovations of the 1st floor of the Annex Building](#)

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)

**MINUTES
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 31, 2022 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:09 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:19)

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

PLEDGE OF ALLEGIANCE: (0:42) led by Commissioner Sarah Malega.

AGENDA - Additions/Deletions/Reordering: (1:02)

There were no changes to the agenda.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES: (1:17)

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

A. April 26, 2022

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

CONSENT AGENDA: (1:29) (public comment allowed during Public Participation of Non-Agendaed items)

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

A. Agreement with Precision Contracting Services, Inc. for fiber optic engineering, design, material and installation

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

NEW BUSINESS: (1:40)

A. Agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America for royalty marketing of water and sewer service line warranty programs (1:41)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the Agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America for royalty marketing of water and sewer service line warranty programs.

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

B. Ordinance No. 2022-11 – First Reading – Water Conservation for Landscape Irrigation (3:43)

City Attorney Goddeau read the ordinance by title only.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING CHAPTER 18 “UTILITIES,” ARTICLE II “WATER UTILITY,” SECTION 18-21 “WATER CONSERVATION AND IRRIGATION,” PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING FOR DEFINITIONS, APPLICABILITY OF THE ORDINANCE, A LANDSCAPE IRRIGATION SCHEDULE, EXCEPTIONS TO THE SCHEDULE, OTHER REQUIREMENTS, VARIANCES, ENFORCEMENT AND PENALTIES; RENUMBERING OF ARTICLE III “EMERGENCY WATER USE AND FOR OTHER PURPOSES; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve Ordinance No. 2022-11 on first reading and set the second reading and public hearing for June 28, 2022.

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

C. Change Order 01 to Globaltech, Inc. for the WTP Flash Mixer Improvements Project (5:47)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Malega to approve Change Order 01 to Globaltech, Inc. for the WTP Flash Mixer Improvements Project.

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

D. Florida Municipal Power Agency (FMPA) Solar Projects Update (6:08)

E. Solar Energy Loan Fund (SELF) Options for Lake Worth Beach (48:05)

Action: Consensus to start with Option A, adding the program information to the website and mailing information in the utility bills; waiting to commit to Option B or C should there be funds available in the supplemental budget.

F. First Amendment to Rep Serve Professional Services Agreement for consulting services (1:21:07)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the First Amendment to Rep Serve Professional Services Agreement for consulting services.

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

G. Task Order No. 8 with Radise International, L.C., to complete geotechnical services for the Intercoastal Waterway distribution crossing (1:32:17)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Malega to approve Task Order No. 8 with Radise International, L.C., to complete geotechnical services for the Intercoastal Waterway distribution crossing.

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

H. Second Amendment to Agreement with KVA, Inc., for the Canal 138kV Switchyard Prefabricated Control House (1:36:02)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz approve the Second Amendment to Agreement with KVA, Inc., for the Canal 138kV Switchyard Prefabricated Control House.

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

I. Purchase Order with Stuart C. Irby Company for GE current limiting reactors (1:40:45)

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

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

ADJOURNMENT: (1:43:51)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to adjourn the meeting at 7:53 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: June 28, 2022

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

DRAFT

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: June 28, 2022

DEPARTMENT: Water Utility

TITLE:

Utility Easements and Bill of Sale by and between 1017 Lake Ave, LLC and the City of Lake Worth Beach

SUMMARY:

1017 Lake Ave, LLC will dedicate Utility Easements and Bill of Sale to the City of Lake Worth Beach in accordance with the conditions of approval of The Bohemian Building Permit.

BACKGROUND AND JUSTIFICATION:

1017 Lake Ave, LLC is nearing the final completion of The Bohemian, a residential development project located on East Coast St, south of Lake Ave. The City of Lake Worth Beach currently has public storm water utilities that traverse the property, and is requiring a twenty-foot-wide Utility Easement be dedicated to provide unrestricted access to the City of Lake Worth for all associated utility maintenance, repair and new installations. Other Utility Easement segments include a five-foot-wide electric easement that fronts the property along East Coast St. This easement will provide the City the same unrestricted access. This item provides for both legal ownership and access. The attached Bill of Sale gives ownership of the public water and sewer utilities located in East Coast Street to the City of Lake Worth Beach.

MOTION:

Move to approve/disapprove the Utility Easements and Bill of Sale between 1017 Lake Ave, LLC and the City of Lake Worth Beach

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

Utility Easement Dedication

Bill of Sale

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

UTILITY EASEMENT

THIS UTILITY EASEMENT is made this ___ day of _____ 20___, by and between **1017 LAKE AVE, LLC**, a Florida limited liability company (“Grantor”) and **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”).

WITNESSETH

WHEREAS, the Grantor is the owner of property generally located at 1017 Lake Avenue, 101 S. East Coast Street, and 115 S. East Coast Street, Lake Worth Beach, Florida, and as legally described in Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, the City desires an unrestricted and nonexclusive easement for public utility purposes through the Property as described and mapped in Exhibit “B” 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, for and in consideration of the mutual covenants and other valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor and the City, the Grantor grants unto the City, its licensees, agents, successors and assigns:

A perpetual, unrestricted and nonexclusive easement in, over, under, through, upon and across the Easement Area for the purpose of providing utility services to and from properties or lands or maintain the same, which may include the Property, also for the City 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 utility pipes, mains, appurtenances and devices; to maintain, repair, rebuild, operate and control utility transmission lines; 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.

TO HAVE AND TO HOLD the said Easement, unto the City, its licensees, agents, successors and assigns forever. It being expressly understood, however, that in the event the City, its licensees, successors and assigns, abandons or vacates the easement herein granted, that the same shall revert back to Grantor, its heirs, successors or assigns.

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.

Signed, sealed and delivered
In the presence of:

Kelley
Signature of Witness

Kemissa Colin
Printed Name of Witness

Justin Straub
Signature of Witness

Justin Straub
Printed Name of Witness

1017 LAKE AVE, LLC, a Florida limited liability company

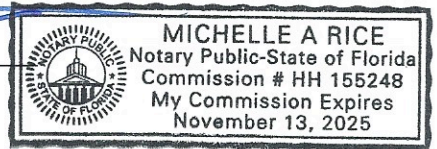
By: [Signature]
Jeffrey Burns, Authorized Signatory

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by X personal appearance or ___ remote online notarization this 26th day of May, 2022, by Jeffrey Burns, as Authorized Signatory of 1017 Lake Ave, LLC, a Florida limited liability company, on behalf of the company, who X is personally known to me or ___ has produced N/A as identification and who did not take an oath.

(Affix notarial seal or stamp)
My commission expires: 11.13.2025

[Signature]
Notary Public



The City of Lake Worth Beach accepted the foregoing Easement on _____, 2022.

City of Lake Worth Beach

Betty Resch, Mayor

ATTEST:

Approved as to form and legal sufficiency:

City Clerk

Christy J. Goddeau, City Attorney

EXHIBIT "A"
Legal Description of Property

Parcel 1:

That part of Block 500, Palm Beach Farms Company, Plat No. 2, Lucerne Townsite (now known as the City of Lake Worth), Plat Book 2, Page 29, Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Replat of a Portion of Block 500, as recorded in Plat Book 32, Page 14, of the Public Records of Palm Beach County, Florida, said point being on the West right of way line of East Coast Street, thence North along said right of way, a distance of 320 feet to the Northeast corner of that parcel described in Official Records Book 3662, Page 1611, Public Records of Palm Beach County, Florida, and the Point of Beginning of the hereinafter described parcel; thence continue North, along said right of way, a distance of 320.41 feet to a point on the South right of way line of Lake Avenue and the North line of said Block 500; thence West, along said South right of way and North block line, a distance of 129.17 feet, to a point on the East right of way line of a 100 foot operating right of way of the Florida East Coast Railway right of way; thence South, along said East right of way line, a distance of 320.42 feet, to the Northwest corner of said parcel described in Official Records Book 3662, Page 1611; thence East, parallel with the North line of said Replat and along the North line of said parcel described in Official Records Book 3662, Page 1611, a distance of 126.13 feet to the Point of Beginning.

Parcel 2:

A portion of Block 500 of the Palm Beach Farms Co. Plat No. 2, Lucerne Townsite (now known as the City of Lake Worth) according to the plat thereof, as recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida, bounded as follows:

On the South by the Northerly boundary of the Replat of a Portion of Block 500, Palm Beach Farms Co. Plat No. 2, Lucerne Townsite according to the Plat thereof, as recorded in Plat Book 32, Page 14, of the Public Records of Palm Beach County, Florida; on the West by the West boundary of said Block 500; on the East by the East boundary of said Block 500; and on the North by a line 320 feet North of and parallel with the North boundary of said Replat of a Portion of Block 500.

Parcel 3:

The North 64.90 feet of Replat of a portion of Block 500, Palm Beach Farms Co. Plat No. 2 Lucerne Townsite, according to the plat thereof, as recorded in Plat Book 32, Page 14, Public Records of Palm Beach County, Florida.

The above Parcels also being described as:

A portion of Block 500, Palm Beach Farms Company, Plat No. 2, Lucerne Townsite, the Townsite of Lucerne is now known as Lake Worth, as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida, and a portion of Replat of a Portion of Block 500, as recorded in Plat Book 32, Page 14, Public Records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Block 500; thence Southerly along the East line of Block 500 a distance of 704.90 feet to a point on a line 64.90 feet South of the North line of said Replat of a Portion of Block 500; thence Westerly parallel with and 64.90 feet South of the North line of said Replat of a

Portion of Block 500, a distance of 122.47 feet to the West line of Block 500; thence Northerly along the West line of Block 500, a distance of 704.94 feet to the North line of Block 500; thence Easterly along the North line of Block 500, a distance of 129.17 feet to the Northeast corner of Block 500 and the Point of Beginning.

EXHIBIT "B"
Legal Description and Survey of Easement Area

LEGAL DESCRIPTION: UTILITY EASEMENT

A PORTION OF BLOCK 500, AND A PORTION OF LOT 17, BLOCK 57, BOTH ACCORDING TO THE PLAT OF THE PALM BEACH FARMS COMPANY PLAT NO 2 LUCERNE TOWNSITE, (NOW KNOWN AS THE CITY OF LAKE WORTH), AS RECORDED IN PLAT BOOK 2 AT PAGES 29-40, AND A PORTION OF REPLAT OF A PORTION OF BLOCK 500, AS RECORDED IN PLAT BOOK 32 AT PAGE 14, ALL BEING RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LANDS AS RECORDED IN PLAT BOOK 34 AT PAGE 14, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 01°22'48" EAST, A DISTANCE OF 164.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°37'12" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 01°22'48" EAST, A DISTANCE OF 32.43 FEET; THENCE NORTH 88°37'12" WEST, A DISTANCE OF 119.96 FEET; THENCE NORTH 00°50'08" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°37'12" EAST, A DISTANCE OF 93.27 FEET; THENCE NORTH 76°55'32" EAST, A DISTANCE OF 27.76 FEET; THENCE NORTH 01°22'48" EAST, A DISTANCE OF 47.40 FEET; THENCE NORTH 88°37'12" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 01°22'48" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°37'12" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 01°22'48" EAST, A DISTANCE OF 6.00 FEET; THENCE NORTH 88°37'12" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 01°22'48" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°37'12" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 01°22'48" EAST, A DISTANCE OF 264.17 FEET; THENCE NORTH 88°37'12" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 01°22'48" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°37'12" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 01°22'48" WEST, A DISTANCE OF 406.93 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 4,679 SQUARE FEET OR 0.107 ACRES, MORE OR LESS.

LEGEND:

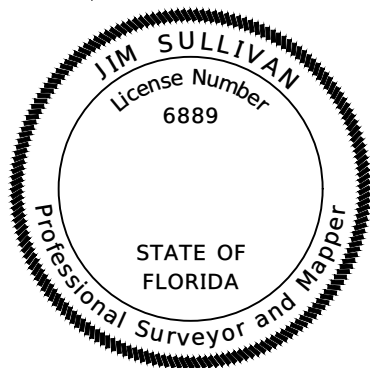
- ORB = Official Record Book
- PBCR = Palm Beach County Records
- PB = Plat Book
- PG. = Page
- PUD = Planned Unit Development

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990, (NAD 83/90). THE BASIS OF BEARING FOR THIS SURVEY IS THE CENTERLINE OF EAST COAST STREET, HAVING A BEARING OF NORTH 01 22' 48" EAST.

For The Firm:
WGI, Inc.

BY: _____ DATE: _____
JIM SULLIVAN, PSM
Professional Surveyor and Mapper
State of Florida License No. 6889

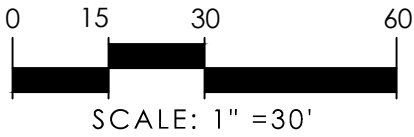


(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: THE BOHEMIAN		TASK: UTILITY EASEMENT	
PREPARED BY: WGI 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055		CAD 5582.00 UTILITY EASEMENT.DWG	
		DRAWN/DESIGNED LMS	SHEET: 1 of 3
		CHECKED/QC JS	
		JOB NO. 5582.00	
		DATE 04/20/2022	

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FOR CONTINUATION SEE SHEET 3



PARCEL "1"
PARCEL "2"

BLOCK 500
PARCEL "2"
(P.B. 2, PG. 29.)

LOT 17
BLOCK 57
LAKE WORTH
(FORMERLY TOWNSITE OF LUCERNE)
PB 2, PG. 29

FLORIDA EAST COAST RAILWAY
100' (OPERATING R/W)

N00°50'08"E 20.00'

S88°37'12"E 93.27'

N88°37'12"W 119.96'

PCN 38-43-44-21-15-500-0010
JELL, LLC
ORB 31731, PG. 1522

N01°22'48"E 32.43'

N88°37'12"W 5.00'

POINT OF COMMENCEMENT
UTILITY EASEMENT
NORTHEAST CORNER
(PB 34, PG 14)

N01°22'48"E
164.89'

S88°37'12"E 5.00'

N01°22'48"E 10.00'

N88°37'12"W 5.00'

N01°22'48"E 10.00'

N88°37'12"W 5.00'

N01°22'48"E 47.40'

N76°55'32"E 27.76'

N01°22'48"E 264.17'

S01°22'48"W 406.93'

EAST COAST STREET

N01°22'48"E
(BASIS OF BEARING)

1ST AVE. SOUTH

R/W

15'

R/W

R/W

15'

R/W

POINT OF BEGINNING
UTILITY EASEMENT

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT:

THE BOHEMIAN

TASK:

UTILITY EASEMENT

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CAD 5582.00 UTILITY EASEMENT.DWG

DRAWN/DESIGNED LMS

CHECKED/QC JS

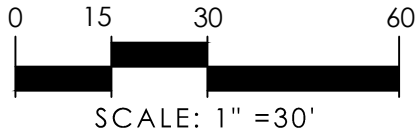
JOB NO. 5582.00

DATE 04/20/2022

SHEET:

2 of 3

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R/W LAKE AVENUE

S88°37'12"E 10.00'

N01°22'48"E 10.00'

N88°37'12"W 5.00'

N01°22'48"E
98.18'

15'

EAST COAST STREET
N01°22'48"E
(BASIS OF BEARING)

PCN 38-43-44-21-15-500-0010
JELL, LLC
ORB 31731, PG. 1522

BLOCK 500
PARCEL "1"
(P.B. 2, PG. 29.)

LOT 17
BLOCK 57
LAKE WORTH
(FORMERLY TOWNSITE OF LUCERNE)
PB 2, PG. 29

N01°22'48"E 264.17'

S01°22'48"W 406.93'

R/W



R/W

15'

FOR CONTINUATION SEE SHEET 2
(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT:

THE BOHEMIAN

TASK:

UTILITY EASEMENT

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CAD 5582.00 UTILITY EASEMENT.DWG

DRAWN/DESIGNED LMS

CHECKED/QC JS

JOB NO. 5582.00

DATE 04/20/2022

SHEET:

3 of 3

Return to:
City of Lake Worth Beach
Attn: City Clerk's Office
7 N. Dixie Highway
Lake Worth Beach, FL 33460

BILL OF SALE

BY 1017 LAKE AVE, LLC TO THE CITY OF LAKE WORTH BEACH

KNOW ALL MEN BY THESE PRESENTS that 1017 LAKE AVE, LLC, a Florida limited liability company (hereinafter "Seller") for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable considerations paid by THE CITY OF LAKE WORTH BEACH, a Florida municipal corporation (hereinafter "Buyer"), the receipt of which is hereby acknowledged by Seller, has granted, bargained, sold, transferred, assigned, set over and delivered, and by these presents does grant, bargain, sell, transfer, assign, set over and deliver, unto Buyer, its successors and assigns, the following:

The newly installed water and sewer mains, liners and appurtenances located in East Coast Street as well as the utility easements

See attached as-builts (Record of Assets Exhibit) for specifics.

_____ and
related assets as located in Exhibit "A", attached hereto and made a part hereof.

Seller represents for itself, its successors and assigns that all expenses in connection with construction and installation of the water and sewer system have been paid in full and the same is free from liens and debts. Seller agrees to indemnify and hold Buyer harmless from any lawful claims of any party for labor and/or materials arising out of construction and installation of the system.

Seller further represents for itself, its successors and assigns that it has exclusive ownership, possession, control and marketable title to the Water and Sewer System and the System is subject to no mortgage, pledge, lien, charge, security interest, encumbrance or restriction.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Bill of Sale from 1017 LAKE AVE, LLC to the City of Lake Worth Beach shall be effective as of the 3rd day of May, 2022.

WITNESSES:

SELLER:

Alexis Dunn
Witness Signature

Alexis Dunn
Print Name of Witness above

Kemissa Colon
Witness Signature

Kemissa Colon
Print Name of Witness above

1017 LAKE AVE, LLC, a Florida limited liability company

By: [Signature]
Jeffrey Burns, Authorized Signatory

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by X personal appearance or ___ remote online notarization this 3rd day of May, 2022, by Jeffrey Burns, as Authorized Signatory of 1017 Lake Ave, LLC, a Florida limited liability company, on behalf of the company, who X is personally known to me or ___ has produced ___ as identification and who did not take an oath.



My commission expires: 11.13.2025

[Signature]
Notary Public

The City of Lake Worth Beach accepted the foregoing Bill of Sale on _____, 2022.

City of Lake Worth Beach

Betty Resch, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Deborah M Andrea, City Clerk

Glen J. Torcivia, City Attorney

EXHIBIT "A"

RECORD OF ASSETS

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: June 28, 2022

DEPARTMENT: Water Utility

TITLE:

Interlocal Agreement between Palm Beach County and City of Lake Worth Beach for utility adjustments for Congress Ave at Lantana Road project

SUMMARY:

Interlocal Agreement authorizes joint participation and project funding between Palm Beach County and City of Lake Worth Beach for the construction of utility adjustments for Congress Ave at Lantana Road Project for a total cost of \$35,535.50 in FY2023.

BACKGROUND AND JUSTIFICATION:

Palm Beach County has designed a roadway alignment improvement at Lantana Road west of Congress Ave. The new alignment widens the edge of pavement further south and thus a drainage is relocated to match the gutter edge. This structure relocation will be in conflict with existing sewer force main that is owned by the City but located in the County right of way. This main must be deflected horizontally to allow for the construction of the road improvements and associated drainage collection system. The City staff prepared a relocation plan along with a bid item list and County included this information with their advertisement for construction bid.

The County received bids for the project with R&D Paving, LLC. as the lowest responsive, responsible bidder. R&D Paving bid the City work at total of \$27,335.00. The project has a 30% contingency value of \$8,200.50 that will be available for unforeseen conditions or minor utility changes. The total, not to exceed value of the interlocal agreement is \$35,535.50. City must reimburse the County within 30 days of the submission of an invoice for completed utility work, which is anticipated no sooner than the start of FY 2023.

MOTION:

Move to approve/disapprove Interlocal Agreement between Palm Beach County and City of Lake Worth Beach for utility adjustments for the Congress Ave at Lantana Road project for a total cost of \$35,535.50 in FY2023.

ATTACHMENT(S):

Fiscal Impact Analysis
Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
CITY OF LAKE WORTH BEACH
FOR JOINT PARTICIPATION AND PROJECT FUNDING
FOR CONSTRUCTION OF UTILITY ADJUSTMENTS FOR
CONGRESS AVENUE AT LANTANA ROAD
PALM BEACH COUNTY PROJECT NO. 2019108**

THIS Interlocal Agreement, (AGREEMENT), for intersection improvements to Congress Avenue at Lantana Road, (PROJECT), is made as of the ____ day of _____, 2022, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and the City of Lake Worth Beach, an interlocal government entity existing under the laws of Florida, (hereinafter "CITY"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes (individually Party and collectively Parties).

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the CITY has requested the COUNTY to construct force main and associated appurtenance adjustments to the CITY'S system (UTILITY WORK) within the limits of the PROJECT; and

WHEREAS, the COUNTY and the CITY desire to jointly participate in the UTILITY WORK ; and

WHEREAS, both COUNTY and CITY declare that it is in the public interest that the UTILITY WORK be constructed with the PROJECT; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties agree as follows:

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

Section 2. COUNTY Responsibilities:

- A. COUNTY shall provide construction and administrative services to the PROJECT as more specifically described in the Bid Documents for Palm Beach County Project No. 2019108 (Exhibit "A"). Said Bid Documents include the UTILITY WORK as shown in CITY prepared Utility Matrix, Applicable Technical Specifications, Standard Construction Details, and Approved Product List.
- B. COUNTY shall obtain written approval from the CITY'S designated representative, Giles Rhoads, P.E., (CITY REPRESENTATIVE) in advance of COUNTY approving any change order, which change order would result in any cost attributable to the UTILITY WORK exceeding the total cost amount in section 3.A. below. CITY'S Approval shall not be unreasonably withheld.
- C. COUNTY shall secure all necessary easements and permits required for PROJECT.
- D. COUNTY shall publicly bid, administer, construct and inspect the PROJECT and UTILITY WORK in accordance with the Bid Documents and Exhibit "A".
- E. COUNTY shall require the contractor to provide a Public Construction Bond in an amount equal to the contractor's bid for the PROJECT and the UTILITY WORK.

Section 3. CITY'S Responsibilities:

- A. CITY shall reimburse COUNTY a total estimated cost including 30% contingency of **Thirty-Five Thousand Five Hundred Thirty-Five Dollars and Fifty Cents (\$35,535.50)**, provided COUNTY performs pursuant to the terms and conditions of this Agreement for all UTILITY WORK in accordance with the Bid Tabulation (Exhibit "A") and cost summary (Exhibit "B"). CITY hereby authorizes and delegates the authority to approve any change orders, invoices, and associated documents related to this AGREEMENT, to the CITY REPRESENTATIVE. Any cost exceeding this amount attributable to CITY'S Utility Items shall be paid by the CITY.
- B. Costs shall be based upon actual contract costs using contract unit prices and actual constructed quantities, said quantities being measured by the COUNTY with concurrence by the CITY.
- C. Upon completion of the PROJECT and the UTILITY WORK, the CITY shall repair and maintain the UTILITY WORK, at CITY'S expense.

Section 4. Payments/Invoicing and Reimbursement:

The COUNTY will invoice the CITY on a periodic basis during construction of the PROJECT and the UTILITY WORK. The CITY agrees to provide to COUNTY payment for documented costs for the UTILITY WORK in the amount established in Section 3.A. COUNTY shall submit all invoices to the CITY identifying the UTILITY WORK, including COUNTY'S total expenditure for the PROJECT, and identifying the amount attributable to the UTILITY WORK under Exhibit "A". COUNTY shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the CITY within seven (7) calendar days of request by the CITY. Invoices received from COUNTY will be reviewed and approved by the CITY REPRESENTATIVE to ensure that expenditures have been made in conformity with this

AGREEMENT. Upon COUNTY'S submission of acceptable documents needed to substantiate its costs for the UTILITY WORK, CITY will provide said payment to COUNTY on a reimbursement basis within thirty (30) days of receipt of all required documents. In no event shall the CITY provide advance payment to the COUNTY.

The PROJECT and the UTILITY WORK will be administered by the COUNTY. Only those costs incurred by the COUNTY relating to the UTILITY WORK are eligible for reimbursement by the CITY pursuant to the terms and conditions hereof. In the event the COUNTY ceases or suspends the PROJECT or the UTILITY WORK for any reason, the CITY will reimburse the COUNTY for the UTILITY WORK completed as of the date the COUNTY suspends the UTILITY WORK. Any remaining unpaid portion of this AGREEMENT shall be retained by the CITY and the CITY shall have no further obligation to honor reimbursement requests submitted by the COUNTY.

Section 5. Access and Audits:

COUNTY and CITY shall maintain adequate records to justify all charges, expenses and costs incurred in performing the PROJECT and the UTILITY WORK for at least five (5) years after completion or termination of this AGREEMENT. Each Party shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the other Parties place of business. In the event any work is subcontracted by COUNTY, COUNTY shall similarly require each contractor and subcontractor to maintain and allow access to such records for audit purposes.

Section 6. Independent Contractor:

COUNTY and the CITY are and shall be, in the performance of all work, services and activities under this AGREEMENT Independent Contractors and not employees, agents or servants of the other Party. All COUNTY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to COUNTY'S sole direction, supervision, and control. All CITY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to CITY'S sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Parties relationship and the relationship of its employees to the other Party shall be that of an Independent Contractor and not as employees or agents of the other.

Neither COUNTY nor the CITY have the power or authority to bind the other in any promise, agreement or representation.

Section 7. Personnel:

COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereinunder shall be performed by COUNTY or its contractor, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

All of COUNTY'S personnel, contractors and all subcontractors while on COUNTY premises will conduct themselves in an acceptable manner and follow acceptable safety and security procedures.

Section 8. Indemnification:

The CITY and COUNTY recognize their liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes. To the extent permitted by law, the CITY and COUNTY shall indemnify, defend and hold the other harmless against any actions, claims and damages arising out of their own negligence in connection with the PROJECT and the UTILITY WORK and the use of the funds provided under this AGREEMENT. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by the CITY or COUNTY to indemnify each other for sole negligence, or willful or intentional acts of the other. The foregoing indemnification shall survive termination of this AGREEMENT.

No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including but not limited to any citizen or employees of the COUNTY and/or CITY.

Section 9. Annual Appropriation:

All provisions of this AGREEMENT calling for the expenditure of ad valorem tax money by either the COUNTY or the CITY are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to the AGREEMENT, this AGREEMENT may be terminated. However, once the PROJECT and the UTILITY WORK have been awarded to the contractor, it shall be prosecuted to completion and this AGREEMENT shall be binding upon the Parties and neither Party shall have the right to terminate the subject AGREEMENT for the reason that sufficient funds are not available.

Section 10. Breach and Opportunity to Cure:

The Parties expressly covenant and agree that in the event either Party is in default of its obligations under this AGREEMENT, each Party shall have thirty (30) days written notice before exercising any of its rights.

Section 11. Enforcement Costs:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this AGREEMENT shall be borne by the respective Parties.

Section 12. Notice:

Except as otherwise provided herein, All notices required to be given under this AGREEMENT shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid or hand delivery, to the following:

City of Lake Worth Beach Construction Agreement

All notice to the CITY shall be sent to:

City of Lake Worth Beach
Brian Shields, P.E. Water Utilities Director
301 College Street
Lake Worth Beach, FL 33460

All notice to the COUNTY shall be sent to:

Morton L. Rose, P.E., Director
Palm Beach County Engineering & Public Works
Roadway Production Division
P.O. Box 21229
West Palm Beach, FL 33416-1229

Section 13. Modification and Amendment:

Except as provided in section 2 and 3, and as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 14. Remedies:

This AGREEMENT shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this AGREEMENT will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 15. No Waiver:

Any waiver by either Party of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

Section 16. Joint Preparation:

The preparation of this AGREEMENT has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the Parties than the other.

Section 17. Non-Discrimination:

COUNTY and CITY agree that both Parties shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. COUNTY will ensure that all contracts let for the PROJECT and the UTILITY WORK pursuant to the terms of this AGREEMENT will contain a similar non-discrimination clause.

Section 18. Execution:

This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 19. Filing:

A copy of this AGREEMENT shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 20. Termination:

This AGREEMENT may be terminated by either Party upon sixty (60) days written notice to the other Party, provided the written notice is delivered to the other party prior to the date the PROJECT commenced, and such termination shall be effective upon expiration of the notice period even in the event the termination date is subsequent to the commencement of the PROJECT. Except as provided in the prior sentence, once the PROJECT has commenced, it shall be prosecuted to completion and this AGREEMENT shall be binding upon the Parties and neither Party shall have the right to terminate the subject AGREEMENT.

Section 21. Compliance with Codes and Laws:

COUNTY and CITY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. COUNTY and CITY further agree to include this provision in all subcontracts issued as a result of this AGREEMENT.

Section 22. Office of the Inspector General:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 23. Public Entity Crime Certification:

As provided in F.S. 287.132-133, by entering into this AGREEMENT or performing any work in furtherance hereof, COUNTY shall have its contractors certify that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

Section 24. Severability:

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

Section 25. Entirety of Agreement:

COUNTY and CITY agree that this AGREEMENT sets forth the entire AGREEMENT between the Parties, and there are no promises or understandings other than those stated herein.

Section 26. Survival:

The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this AGREEMENT or the completion of the PROJECT and UTILITY WORK, shall survive such termination or PROJECT or UTILITY WORK completion and inure to the benefit of the Parties.

Section 27. Term:

The term of this AGREEMENT shall be effective on the date of execution of this AGREEMENT by both Parties.

City of Lake Worth Beach Construction Agreement

WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AGREEMENT on behalf of the COUNTY and the CITY has hereunto set its hand the day and year above written.

CITY OF LAKE WORTH BEACH

BY: _____
Betty Resch, Mayor

ATTEST:

BY: _____
Melissa Coyne, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED FOR
FINANCIAL SUFFICIENCY

BY: _____
Glen J. Torcivia, City Attorney

BY: _____
Bruce T. Miller
Financial Services Director

(SIGNATURE PAGES CONTINUED)

(SIGNATURE PAGES CONTINUED)

APPROVED AS TO TERMS
AND CONDITIONS

Y: 
Morton Rose, P.E., Director
Roadway Production Division

ALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY AND THROUGH
ITS BOARD OF COUNTY COMMISSIONERS

Y: _____
David Ricks, P.E.,
County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Y: /s/ Yelizaveta B. Herman
Assistant County Attorney

\\ROADWAY\UTILITY COORDINATION\2019108_Lantana & Congress\City of Lake Worth Construction
Agreement.doc

BID TABULATIONS LANTANA ROAD AT CONGRESS AVENUE INTERSECTION IMPROVEMENTS CONTRACT PBC PROJECT #2019108				Average of Bid Items for All Bidders		Engineer's Estimate Municipal Contractors, Inc.		R&D Paving, LLC		Florida Blacktop, Inc.	
Item #	Item Description	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ROADWAY ITEMS											
1	Mobilization	1	LS	\$ 47,407.12	\$ 31,450.58	\$ 42,427.05	\$ 42,427.05	\$ 55,000.00	\$ 55,000.00	\$ 44,794.32	\$ 44,794.32
2	Maintenance of Traffic (Includes Pedestrian MOT)	1	LS	\$ 17,563.63	\$ 47,175.87	\$ 29,900.00	\$ 29,900.00	\$ 16,010.00	\$ 16,010.00	\$ 6,780.90	\$ 6,780.90
3	Clearing and Grubbing	1	LS	\$ 34,542.17	\$ 15,725.29	\$ 30,000.00	\$ 30,000.00	\$ 50,374.80	\$ 50,374.80	\$ 23,251.71	\$ 23,251.71
4	Regular Excavation	378	CY	\$ 31.62	\$ 11.28	\$ 40.00	\$ 15,120.00	\$ 33.95	\$ 12,833.10	\$ 20.92	\$ 7,907.76
5	Embankment (Compacted in Place)	102	CY	\$ 39.81	\$ 18.79	\$ 22.00	\$ 2,244.00	\$ 70.60	\$ 7,201.20	\$ 26.83	\$ 2,736.66
6	Optional Base Group 13	1,140	SY	\$ 37.46	\$ 29.58	\$ 36.25	\$ 41,325.00	\$ 33.70	\$ 38,418.00	\$ 42.42	\$ 48,358.80
7	Mill Existing Asphalt Pavement	5,001	SY	\$ 3.65	\$ 3.97	\$ 3.95	\$ 19,753.95	\$ 3.05	\$ 15,253.05	\$ 3.96	\$ 19,803.96
8	Superpave Asphaltic Concrete (Traffic Level C)	99	TN	\$ 230.66	\$ 160.60	\$ 146.00	\$ 14,454.00	\$ 192.45	\$ 19,052.55	\$ 353.52	\$ 34,998.48
9	Structural Overbuild	271	TN	\$ 151.25	\$ 144.95	\$ 146.00	\$ 39,566.00	\$ 122.15	\$ 33,102.65	\$ 185.61	\$ 50,300.31
10	Asphalt Concrete Friction Course (1.0") (FC-9.5)	462	TN	\$ 191.04	\$ 180.32	\$ 160.00	\$ 73,920.00	\$ 179.15	\$ 82,767.30	\$ 233.97	\$ 108,094.14
11	Inlet (Curb) (Type J-6)	1	EA	\$ 14,235.77	\$ 5,337.00	\$ 8,300.00	\$ 8,300.00	\$ 16,500.00	\$ 16,500.00	\$ 17,907.30	\$ 17,907.30
12	Storm Sewer Pumping (Exist.) (24" or Less) (See SP's)	95	LF	\$ 11.65	\$ 15.34	\$ 12.00	\$ 1,140.00	\$ 11.00	\$ 1,045.00	\$ 11.94	\$ 1,134.30
13	Storm Sewer Pumping (Exist.) (>24" to 48") (See SP's)	300	LF	\$ 13.51	\$ 15.34	\$ 13.00	\$ 3,900.00	\$ 13.20	\$ 3,960.00	\$ 14.33	\$ 4,299.00
14	Concrete Curb & Gutter (Type F)	663	LF	\$ 39.69	\$ 27.75	\$ 32.00	\$ 21,216.00	\$ 40.90	\$ 27,116.70	\$ 46.16	\$ 30,604.08
15	Traffic Separator Conc. (Special) (Variable Width)	568	SY	\$ 72.80	\$ 83.65	\$ 58.00	\$ 32,944.00	\$ 76.85	\$ 43,650.80	\$ 83.54	\$ 47,450.72
16	Concrete Sidewalk (4" Thick)	448	SY	\$ 62.97	\$ 72.90	\$ 38.00	\$ 17,024.00	\$ 75.70	\$ 33,913.60	\$ 75.20	\$ 33,689.60
17	Concrete Sidewalk (6" Thick) (Driveways)	54	SY	\$ 77.78	\$ 87.71	\$ 75.00	\$ 4,050.00	\$ 83.15	\$ 4,490.10	\$ 75.20	\$ 4,060.80
18	Sodding	168	SY	\$ 6.75	\$ 5.17	\$ 7.00	\$ 1,176.00	\$ 9.80	\$ 1,646.40	\$ 3.44	\$ 577.92
SUBTOTAL (ROADWAY)							\$ 398,460.00		\$ 462,335.25		\$ 486,750.76
CONTINGENCY ITEMS											
19	Class I Concrete (Miscellaneous)	10	CY	\$ 173.02	\$ 331.86	\$ 175.00	\$ 1,750.00	\$ 165.00	\$ 1,650.00	\$ 179.07	\$ 1,790.70
20	Flowable Fill	10	CY	\$ 597.45	\$ 276.69	\$ 160.00	\$ 1,600.00	\$ 200.00	\$ 2,000.00	\$ 1,432.36	\$ 14,323.60
21	Changeable (Variable Message) Sign (Non MOT)	50	ED	\$ 23.78	\$ 41.79	\$ 25.00	\$ 1,250.00	\$ 16.50	\$ 825.00	\$ 29.85	\$ 1,492.50
22	Traffic Control Officer (Non MOT)	50	HR	\$ 69.87	\$ 66.34	\$ 67.00	\$ 3,350.00	\$ 65.00	\$ 3,250.00	\$ 77.60	\$ 3,880.00

BID TABULATIONS LANTANA ROAD AT CONGRESS AVENUE INTERSECTION IMPROVEMENTS CONTRACT PBC PROJECT #2019108				Average of Bid Items for All Bidders	Engineer's Estimate	Municipal Contractors, Inc.	R&D Paving, LLC	Florida Blacktop, Inc.			
Item #	Item Description	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
23	Storm Sewer Cleaning (Exist.) (24" or Less) (See SP's)	95	LF	\$ 19.29	\$ 33.63	\$ 12.00	\$ 1,140.00	\$ 22.00	\$ 2,090.00	\$ 23.88	\$ 2,268.60
24	Storm Sewer Cleaning (Exist.) (>24" to 48") (See SP's)	300	LF	\$ 23.78	\$ 21.55	\$ 14.00	\$ 4,200.00	\$ 27.50	\$ 8,250.00	\$ 29.85	\$ 8,955.00
25	Relocate Existing Light	1	EA	\$ 7,155.57	\$ 2,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,150.00	\$ 7,150.00	\$ 6,816.71	\$ 6,816.71
SUBTOTAL (CONTINGENCY)							\$ 20,790.00	\$ 25,215.00	\$ 39,527.11		
UTILITY ITEMS - CITY OF LAKE WORTH BEACH											
26	Deflect Force Main with Fittings <12"	1	EA	\$ 24,350.56	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 26,400.00	\$ 26,400.00	28651.68	\$ 28,651.68
27	Adjust Manholes - Utility	1	EA	\$ 899.92	\$ 300.00	\$ 750.00	\$ 750.00	\$ 935.00	\$ 935.00	1014.75	\$ 1,014.75
SUBTOTAL (UTILITY ITEMS)							\$ 18,750.00	\$ 27,335.00	\$ 29,666.43		
TOTAL BID							\$ 438,000.00	\$ 514,885.25	\$ 555,944.30		

EXHIBIT "B"

City of Lake Worth Beach

PROJECT NAME: Lantana Rd. at Congress Ave.

PROJECT NUMBER: 2019108

CONTRACTOR: R & D Paving, LLC

<u>ITEM</u>	<u>QUANTITY /UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>	
City of Lake Worth Beach Utility Items				
26	Deflect Force Main with Fittings> 12"	1 EA	\$26,400.00	\$26,400.00
27	Adjust Manholes - Utility	1 EA	\$935.00	\$935.00
City of Lake Worth Beach Utility Total			<u>\$27,335.00</u>	

City of Lake Worth Beach Grand Total Plus 30% Contingency **\$35,535.50**

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: June 28, 2022

DEPARTMENT: Electric Utility

TITLE:

Change Order to Purchase Order 187340 with Cleaveland Price Inc.

SUMMARY:

The Change Order authorizes a freight charge of \$1,264 to be added to Purchase Order 187340, with Cleaveland Price Inc, for the purchase of four (4) Copper Vertical Break Switches. The switches have been identified for use in the Electric Utility's Main Yard Substation. The original Purchase Order was created as a result of the quotations received via the informal competitive process for small purchases, per the City's Procurement Policy, as the total cost was less than \$50,000. The additional freight charge of \$1,264 now moves the total amount due beyond the \$50,000 threshold.

BACKGROUND AND JUSTIFICATION:

Purchase Order 187340 was created with Cleaveland Price Inc as a result of the quotations received via the informal competitive process for small purchases, per the City's Procurement Policy, as the total cost was less than \$50,000. The said Purchase Order was for a total of four (4) Copper Vertical Break Switches for use in the Electric Utility's Main Yard Substation. The freight charges were not included in the original quotes received. This is due to the volatility in fuel costs impacting shipping costs and are not known until the vendor secures the shipping company and the unit is shipped. The additional charge for freight in the amount of \$1,264 was added to the vendors invoice after shipment occurred, and was higher than estimated, causing the total amount due to ultimately exceed the \$50,000 threshold.

The Electric Utility is requesting the approval of the Change Order to Purchase Order 187340 with Cleaveland Price Inc. for freight charges associated with the purchase of four (4) copper vertical break switches in the amount of \$1,264.

MOTION:

Move to approve/disapprove Change Order to Purchase Order 187340 with Cleaveland Price Inc for additional freight charges in the amount of \$1,263.25.

ATTACHMENT(S):

Fiscal Impact Analysis
Cleaveland Price Quotation
Cleaveland Price Invoice

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$1,264	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	\$1,264	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 SH2112 for the Main Yard Bus, Insulators and Switch Replacement Project.

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	SH2112	890,300	538,504		\$1,264	537,240



CLEAVELAND / PRICE INC.

14000 RT. 993 • Trafford, PA 15085-9550 • (724) 864-4177
 www.clevelandprice.com FAX (724) 864-9040

CITY OF LAKE WORTH

1900 2nd Ave. North
 Lake Worth Florida 33461

Attention: Robert Farkas
 Email: RFarkas@Teamworknet.com

c: Engineer Sales

Revised: 10/7/2021
 Quotation No. 21J2414 Rev. #1
 Date: September 24, 2021
 Delivery*: 14 - 16 weeks ARO
 Prices Firm: Through delivery
 Quote Valid To: November 07, 2021
 F.O.B. Point: Destination
 Freight Terms: Freight prepay and add to invoice
 Payment Terms: Net 30 Days
 Quoted By: Anson Sage

Item No.	Quan.	Description	Style Number	Unit Price (USD)	Extended Price (USD)
1	4	<p>Outdoor airbreak switch, type V2-C, vertical break, three pole, group operated, rated 34.5 kV, 2000 Amp. , 100 kA momentary, 200 kV BIL.</p> <p>All copper switch featuring:</p> <ul style="list-style-type: none"> • Horizontal upright mounted pole units • TR-210 gray station post insulators(fully assembled) • TP-C2 motor operator (See Item 1001 For description) • Arcing horns • Silver-plated hinge and jaw contacts • Tin-plated terminal pads • Vertical pipe extension for additional 21 foot mounting height • Galvanized steel mounting hardware 	C06A034G16	12,345	49,380



Anson Sage

Item No.	Quan.	Description	Style Number	Unit Price (USD)	Extended Price (USD)
1001	Ref.	for Item(s) 1 TP-C2 Motor operator, 125 DC control voltage, 20,000 inch pounds output torque, for 1.5" IPS pipe, with torque relief decoupler. Operating time for vertical pipe to rotate 180 °= 5.4 Featuring: <ul style="list-style-type: none"> • Stainless steel type 304 enclosure with smooth brushed finish • 12 Spare auxiliary switch contacts rated 15A @ 125VAC or .5A @ 125VDC, with terminal block • Provisions to accept customer supplied SEL I/O 2505-2505364XX <ul style="list-style-type: none"> • 120 VAC, 250 Watt heater with thermostat • Interior light activated by door switch • Standard Printed Circuit Board featuring: <ul style="list-style-type: none"> - Open/Close switch with toggle guard - Remote/Local Switch with 1 contacts for remote status indication - Stop button 	C15A001G002	Included in items above	
				Total:	49,380.00

Revisions to Quote		
Rev	Date	
1	10/7/2021	Rev to change switch to 34.5/2000 amp 200 kV BIL and make cabinet Stainless steel with provision to accept customer supplied SEL 2505

Technical Notes
sales tax by others

Commercial Notes
*Delivery is dependent on factory capacity at time of order placement.



 Anson Sage



Anson Sage



INVOICE

14000 Route 993 • Trafford, PA 15085-9550 • (724)-864-4177
FAX (724)-864-9040

Invoice No: 068366
Date: 03/22/22

CITY OF LAKE WORTH
7 N DIXIE HWY
ACCOUNTS PAYABLE
Electric_Invoice@lakeworthbeachfl.gov
LAKE WORTH, FL 33460

Our Order No: 054387
Purchase Order No: 187340
Quote No: 21J2414
F.O.B. Point: Destination
Freight Terms: Prepaid and add
Shipped Via: R&L CARRIERS 477411111
Terms (\$): Net 30 Days
Interest of 1.5% per month
charged after due date.

Item No.	Quantity	Style Number/Description	Ship Date	Unit Price	Extended Price
1	4	C06A034G16 V2-C 34.5/2000 ITEM 01 PO Item 1	03/22/22	12345.0000	49380.00
		FREIGHT CHARGE			1263.25

Ship To: CITY OF LAKE WORTH
117 COLLEGE ST.
MAIN YARD SUBSTATION
LAKE WORTH, FL 33460

Sales Tax: 0.00
Total Invoice: 50643.25

Marks:

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: June 28, 2022

DEPARTMENT: Water Utilities

TITLE:

Ordinance No. 2022-11 – Second Reading – Water Conservation for Landscape Irrigation

SUMMARY:

Ordinance No. 2022-11 provides for local implementation of the mandatory year-round landscape irrigation conservation measures rule of South Florida Water Management District.

BACKGROUND AND JUSTIFICATION:

South Florida Water Management District (SFWMD) has reached out to local municipalities to update and amend their water conservation for landscape irrigation ordinances and codes to align with the goals and conservation measures of SFWMD. Ordinance 2022-11 provides adopting Chapter 18 “Utilities”, Article II “Water Utility”, Section 18-21 “Water conservation and irrigation” which includes 3-day per week watering on specified days, compliance and enforcement provisions. The ordinance passed unanimously on first reading at the May 31, 2022 Utility City Commission meeting.

MOTION:

Move to approve/disapprove Ordinance No. 2022-11 on second reading to provide for local implementation of the mandatory year-round landscape irrigation conservation measures rule of South Florida Water Management District.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance 2022-11

1
2
3
4 **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF**
5 **LAKE WORTH BEACH, FLORIDA, ADOPTING CHAPTER 18**
6 **“UTILITIES,” ARTICLE II “WATER UTILITY,” SECTION 18-21**
7 **“WATER CONSERVATION AND IRRIGATION,” PROVIDING FOR**
8 **LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND**
9 **LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF**
10 **THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24,**
11 **F.A.C.); PROVIDING FOR DEFINITIONS, APPLICABILITY OF THE**
12 **ORDINANCE, A LANDSCAPE IRRIGATION SCHEDULE,**
13 **EXCEPTIONS TO THE SCHEDULE, OTHER REQUIREMENTS,**
14 **VARIANCES, ENFORCEMENT AND PENALTIES; RENUMBERING**
15 **OF ARTICLE III “EMERGENCY WATER USE AND FOR OTHER**
16 **PURPOSES; AND PROVIDING FOR SEVERABILITY, CONFLICTS,**
17 **CODIFICATION AND AN EFFECTIVE DATE**
18

19 **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted
20 municipality having such power and authority conferred upon it by the Florida Constitution
21 and Chapter 166, Florida Statutes; and
22

23 **WHEREAS**, the South Florida Water Management District (“District”) has the
24 responsibility and exclusive authority under Chapter 373, Florida Statutes, for regulating
25 the consumptive use of water; and
26

27 **WHEREAS**, the District has promulgated Chapter 40E-2, Florida Administrative
28 Code (F.A.C), for the consumptive use of water which includes Rule 40E-2.061, F.A.C.,
29 General Consumptive Use Permits by Rule, regulating landscape irrigation at a single
30 family dwelling or duplex, and Rule 40E-2.071, F.A.C., Noticed General and Individual
31 Permits, regulating larger landscape irrigation users; and
32

33 **WHEREAS**, the District promulgated and amended Chapter 40E-24, F.A.C.,
34 requiring year-round irrigation conservation measures; and
35

36 **WHEREAS**, Chapter 40E-24, F.A.C., applies to all users as defined in subsection
37 40E-24.101(14), F.A.C., including permitted and exempt users under Chapter 40E-2,
38 F.A.C.; and
39

40 **WHEREAS**, Chapter 40E-24, F.A.C., calls for year-round and permanent
41 landscape irrigation restrictions, separate and independent from water shortage
42 declarations, in accordance with Chapter 40E-21, F.A.C.; and
43

44 **WHEREAS**, Chapter 40E-24, F.A.C., applies to all landscape irrigation regardless
45 of whether the water comes from ground or surface water, from a private well or pump,
46 or from a public or private utility; and
47

48 **WHEREAS**, Rule 40E-24.301, F.A.C., provides that local governments may adopt
49 a landscape irrigation ordinance that achieves water conservation consistent with Rule
50 40E-24.201, F.A.C., including variance and enforcement procedures; and

51 **WHEREAS**, to address utility operational, health, safety and landscape concerns,
52 the City, which lies within Palm Beach County, a designated county under the Rule,
53 wishes to allow landscape irrigation three days per week; and
54

55 **WHEREAS**, the City Commission desires to adopt the encouraged ordinance,
56 including variance and enforcement procedures; and
57

58 **WHEREAS**, the City Commission finds and declares that the adoption of this
59 ordinance is appropriate, and in the best interest of the health, safety and welfare of the
60 City, its residents and visitors.
61

62 **NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
63 **CITY OF LAKE WORTH BEACH, FLORIDA:**
64

65 **Section 1.** The whereas clauses are incorporated herein as true and correct and
66 as the legislative findings of the City Commission.
67

68 **Section 2.** Chapter 18 “Utilities,” Article II “Water Utility,” Section 18-21 “Water
69 conservation and irrigation” is hereby adopted to read as follows:
70

71 **Sec. 18-21. – Water conservation and irrigation.**
72

- 73 (a) *Intent and purpose; applicability.*
74 (1) *Intent and purpose.* It is the intent and purpose of this section to
75 implement procedures that promote water conservation through the
76 efficient use of landscape irrigation.
77 (2) *Applicability.* The provisions of this section shall apply to each user
78 providing landscape irrigation from all water resources within the
79 boundaries of the city with the following exceptions:
80 a. The use of reclaimed water, which may or may not be
81 supplemented from another source;
82 b. Irrigation at agricultural and nursery operations; and
83 c. Irrigation of athletic play areas.
84

- 85 (b) *Definitions.* The following words, terms and phrases, when used in this
86 section, shall have the meanings listed below except where the context
87 clearly indicates a different meaning.
88

89 *Address* means the “house number” (a numeric or alphanumeric
90 designation) that, together with the street name, describes the physical
91 location of a specific property. This includes “rural route” numbers, but
92 excludes post office box numbers. If a lot number in a mobile home park or
93 similar community is used by the U.S. Postal Service to determine a delivery
94 location, the lot number shall be the property’s address. If a lot number in a
95 mobile home park or similar residential community is not used by the U.S.
96 Postal Service (e.g., the park manager sorts incoming mail delivered to the
97 community’s address), then the community’s main address shall be the

98 property's address. If a property has no address, it shall be considered
99 "even-numbered."

100
101 *Athletic play area* means all golf course fairways, tees, roughs, greens, and
102 other athletic play surfaces; including, football, baseball, soccer, polo,
103 tennis, and lawn bowling fields, and rodeo, equestrian, and livestock
104 arenas.

105
106 *Consumptive Use Permit (CUP)* means a permit issued pursuant to Chapter
107 40E-2, F.A.C., authorizing the consumptive use of water.

108
109 *District* means the South Florida Water Management District, a government
110 entity created under Chapter 373, Florida Statutes.

111
112 *Even numbered address* means an address ending in the numbers 0, 2, 4,
113 6, 8, or rights-of-way or other locations with no address, or the letters A-M.

114
115 *Existing landscaping* means any landscaping which has been planted and
116 in the ground for more than ninety (90) days.

117
118 *Landscaping* means shrubbery, trees, lawns, sod, grass, ground covers,
119 plants, vines, ornamental gardens, and such other flora not intended for
120 resale, which are situated in such diverse locations as residential
121 landscapes, recreation areas, cemeteries, public, commercial, and
122 industrial establishments, public medians, and rights-of-way, except athletic
123 play areas.

124
125 *Landscape irrigation* means the outside watering of shrubbery, trees, lawns,
126 sod, grass, ground covers, plants, vines, ornamental gardens, and such
127 other flora not intended for resale, which are planted and situated in such
128 diverse locations as residential landscapes, recreation areas, cemeteries,
129 public, commercial, and industrial establishments, public medians, and
130 rights-of-way, except athletic play areas.

131
132 *Law enforcement officials* mean any law enforcement officer employed by
133 a law enforcement agency charged with the enforcement of laws of the city
134 and state.

135
136 *Low volume hand watering* means the watering of landscape by one (1)
137 person, with one (1) hose, fitted with a self-canceling or automatic shutoff
138 nozzle.

139
140 *Low volume irrigation* means the use of equipment and devices specifically
141 designed to allow the volume of water delivered to be limited to a level
142 consistent with the water requirement of the plant being irrigated, and to
143 allow that water to be placed with a high degree of efficiency in the root
144 zone of the plant. The term also includes water used in mist houses and
145 similar establishments for plant propagation. Overhead irrigation and flood
146 irrigation are not included.

147 Micro-irrigation means the application of small quantities of water on or
148 below the soil surface as drops or tiny streams of spray through emitter or
149 applicators placed along a water delivery line. Micro-irrigation includes a
150 number of methods or concepts, such as bubbler, drip, trickle, mist or
151 microspray, and subsurface irrigation.

152
153 New landscaping means any landscaping which has been planted in the
154 ground for ninety (90) days or less.

155
156 Odd numbered address means an address ending in the numbers 1, 3, 5,
157 7, 9, or the letters N-Z.

158
159 Reclaimed water means wastewater that has received at least secondary
160 treatment and basic disinfection, and is reused after flowing out of a
161 wastewater treatment facility as defined by Rule 62-40.210, F.A.C.

162
163 User means any person, individual, firm, association, organization,
164 partnership, business trust, corporation, company, agent, employee, or
165 other legal entity whether natural or artificial, which directly or indirectly
166 takes water from the water resource, including uses from private or public
167 utility systems, uses under water use permits issued pursuant to Chapter
168 40E-2, F.A.C., or uses from individual wells or pumps.

169
170 Wasteful and unnecessary means allowing water to be dispersed without
171 any practical purpose to the water use; for example, excessive landscape
172 irrigation, leaving an unattended hose on a driveway with water flowing,
173 allowing water to be dispersed in a grossly inefficient manner regardless of
174 the type of water use; for example, allowing landscape irrigation water to
175 unnecessarily fall onto pavement, sidewalks, and other impervious
176 surfaces; or allowing water flow through a broken or malfunctioning water
177 delivery or landscape irrigation system.

178
179 Water resource means any and all water on or beneath the surface of the
180 ground, including natural or artificial watercourses, lakes, ponds, or diffused
181 surface water, and water percolating, standing, or flowing beneath the
182 surface of the ground.

183
184 Water shortage means when the District determines there is the possibility
185 that insufficient water will be available to meet the present and anticipated
186 needs of the users, or when conditions are such as to require a temporary
187 reduction in total use within a particular area to protect water resources from
188 serious harm. A water shortage usually occurs due to drought.

189
190 Water shortage emergency means when the District determines the
191 provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to
192 protect the public health, safety, or welfare, the health of animals, fish, or
193 aquatic life, a public water supply, or commercial, industrial, agricultural,
194 recreational, or other reasonable-beneficial uses.

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- (c) Rules. The city hereby adopts the rules of the District, listed in subsection 40E-24.201 (1)-(5) and (7), F.A.C., including subsequent additions or corrections, which are set out as follows:
- (1) The year-round landscape irrigation conservation measures contained in this section 18-21 are applicable to all users including permitted and exempt users under Chapter 40E-2, F.A.C., unless otherwise indicated. These conservation measures apply to all water resources, unless otherwise indicated. In addition to the requirements of this section, all permitted users under Chapter 40E-2, F.A.C., are required to maintain compliance with all CUP conditions and terms, including requirements to implement water conservation practices.
 - (2) It shall be the duty of each user to keep informed as to the landscape irrigation conservation measures within this section which affect each particular water use.
 - (3) In addition to the specific conservation measures, all wasteful and unnecessary water use is prohibited.
 - (4) The following requirements shall apply to all users, unless specified in this subsection (c) or subsection (d) below.
 - a. Landscape irrigation shall be prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as otherwise provided.
 - b. Irrigation of existing landscaping shall comply with the following provisions:
 - i. Even addresses, installations with irrigation systems that irrigate both even and odd addresses within the same zones, such as multi-family units and homeowners' associations, and rights-of-way or other locations with no address shall have the opportunity to accomplish necessary landscape irrigation three (3) days a week, only on Sunday, Tuesday and/or Thursday.
 - ii. Odd addresses shall have the opportunity to accomplish necessary landscape irrigation three (3) days a week, only on Saturday, Monday and/or Wednesday.
 - c. Irrigation of new landscaping shall comply with the following provisions:
 - 1. New landscaping may be irrigated once on the day it is installed without regard to the listed watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is allowed without regard to the normal watering days and times.
 - 2. A ninety (90) day establishment period begins on the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.
 - 3. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or Sunday.

242 4. Irrigation of new landscaping which has been in place for
243 thirty-one (31) to ninety (90) days may be accomplished on
244 Monday, Wednesday, Thursday, and/or Saturday.

245 5. Irrigation of new landscaping is limited to areas only
246 containing the new landscaping. An entire zone of an irrigation
247 system shall only be utilized for landscape irrigation under this
248 subsection if the zone contains at least 50% new landscaping. If
249 a zone contains less than 50% new landscaping, or if the new
250 landscaping is in an area that will not typically be irrigated by an
251 irrigation system, only the individual new plantings are eligible for
252 additional irrigation. Targeted watering may be accomplished by
253 low volume hand watering or any appropriate method which
254 isolates and waters only the new landscaping.

255 (5) Any water shortage restrictions or other measures declared pursuant
256 to Chapter 40E-21, F.A.C., or related District governing board or
257 executive director orders which are more restrictive than a measure
258 contained within this section, shall supersede this section for the
259 duration of the applicable water shortage declaration.

260 (d) *Exceptions.* Landscape irrigation scheduling shall be subject to the
261 following exceptions:

262 (1) Landscape irrigation systems may be operated during restricted days
263 and/or times for cleaning, maintenance, and repair purposes with an
264 attendant on site in the area being tested. Landscape irrigation
265 systems may routinely be operated for such purposes no more than
266 once per week, and the run time for any one (1) test should not exceed
267 ten (10) minutes per zone.

268 (2) Landscape irrigation for the purpose of watering-in fertilizers,
269 insecticides, pesticides, fungicides and herbicides, where such
270 watering-in is recommended by the manufacturer, or by federal, state
271 or local law, or best management practices, shall be allowed under the
272 following conditions:

273 a. Such watering-in shall be limited to one (1) application, unless the
274 need for more than one (1) application is stated in the directions
275 for application specified by the manufacturer; and

276 b. Such watering-in shall be accomplished during normally
277 allowable watering days and times set forth in subsection 18-
278 21(c) unless a professional licensed applicator has posted a
279 temporary sign containing the date of application and the date(s)
280 of needed watering-in activity.

281 (3) Any plant material may be watered using low volume irrigation, micro-
282 irrigation, low volume hand watering method, rain barrels, cisterns, or
283 other similar rain-harvesting devices without regard to the watering
284 days or times allowed pursuant to this section.

285 (e) *Additional requirements.* Any user who purchases and installs an automatic
286 landscape irrigation system shall properly install, maintain, and operate technology that
287
288

289 inhibits or interrupts operation of the system during periods of sufficient moisture in
290 accordance with section 373.62, Florida Statutes.

291
292 (f) *Variances.*

293 (1) If a user wishes to request a variance from the specific day or days
294 identified in subsection 18-21(c), the user may file a petition for variance or
295 waiver, in a form satisfactory to the city, with the director of Water Utilities

296 (2) A variance from the specific day or days identified in subsection 18-
297 21(c) may be granted by the city if strict application of the restrictions would
298 lead to an unreasonable or unfair result; provided the applicant
299 demonstrates with particularity that compliance with the schedule will result
300 in substantial economic, health, or other hardship on the applicant or those
301 served by the applicant. Further, relief may be granted only upon a
302 demonstration that such hardship exists, is peculiar to the person or the
303 affected property, is not self-imposed, and that granting the variance would
304 be consistent with the general intent and purpose of this section.

305 (3) The decision of the city shall be final.

306 (4) If granted, the applicant shall be required to post a notice at each
307 parcel to which the variance pertains.

308 (5) The city recognizes all irrigation variances or waivers issued by the
309 District under Rule 40E-24.501, F.A.C.

310 (g) *Declaration of water shortage or water shortage emergency.* Declaration of
311 a water shortage condition and/or water shortage emergency within all or parts of the city
312 by the District's governing board or executive director shall supersede this section for the
313 duration of the applicable water shortage declaration in accordance with the city's Water
314 Shortage Emergencies set forth in Chapter 18, Article III Emergency Water Use. A water
315 shortage usually occurs due to drought.

316
317 (h) *Enforcement.*

318 (1) In the absence of a declaration of water shortage or water shortage
319 emergency within all or any part of the city by the District's governing board
320 or executive director, the listed landscape irrigation restrictions shall be
321 subject to enforcement action.

322 (2) The city authorizes law enforcement officials to enforce the provisions
323 of this section. In addition, the city manager may delegate this section's
324 enforcement responsibility to departments within the city government.

325
326 (i) *Penalties.*

327 (1) Violation of any provision of this section shall be subject to the
328 following penalties:

329 1. First violations, a warning.

330 2. Second violations, a \$50.00 fine.

331 3. Third violations, a \$250.00 fine.

332 4. Fourth and subsequent violations, a \$500.00 fine.

333 (2) Each day a violation of this section occurs shall be a separate
334 offense. Law enforcement officials, and others as delegated, may provide
335 violators with no more than one (1) written warning. In addition to civil
336 penalties, the city may take any other appropriate legal action, including but
337 not limited to, injunctive action to enforce the provisions of this section.

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Secs. 18-22 – 18-23. – Reserved.

Section 3. Chapter 18 Utilities, Article III Emergency Water Use is hereby renumbered as follows.

ARTICLE III. – EMERGENCY WATER USE

Sec. 18-2421. – Definitions.

* * *

Sec. 18-2522. – Intent and purpose.

* * *

Sec. 18-2623. – Applicability.

* * *

Sec. 18-2724. – Enforcement.

* * *

Sec. 18-2822. – Penalties.

* * *

Sec. 18-2922. – Intent and purpose.

* * *

Secs. 18-26 – 18-29. – Reserved.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. The sections of the ordinance may be made a part of the City’s Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 7. Effective Date. This ordinance shall become effective ten (10) days after its final passage.

The passage of this ordinance was moved by Vice Mayor McVoy, seconded by Commissioner Malega, and upon being put to a vote, the vote was as follows:

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

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The Mayor thereupon declared this ordinance duly passed on first reading on the 31st day of May, 2022.

The passage of this ordinance on second reading 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 ordinance duly passed on the _____ day of _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: June 28, 2022

DEPARTMENT: Water & Electric Utilities

TITLE:

Agreement with USIC Holdings, Inc. d/b/a USIC Locating Services, LLC for Underground Facilities Line Locating Services

SUMMARY:

Agreement authorizes Underground Facilities Line Locating Services with USIC Holdings, Inc. d/b/a USIC Locating Services, LLC in the amount not to exceed \$500,000 annually.

BACKGROUND AND JUSTIFICATION:

The City Water and Electric Utility Departments are required to respond to utility locate design and dig request tickets that are called in to Sunshine 811 before digging. Underground utilities are required to be spray painted to notify the party digging that a line exists there within 48 hours of the ticket being called in. The City solicited bids under RFP 16-211 with USIC Locating Services, LLC being the selected contractor. The Agreement has expired but the City wishes to continue having USIC Locating Services, LLC provide these Underground Facilities Line Locating Services and utilize the terms and conditions of the Orlando Utility Commission (OUC) Agreement from RFP 21 5038 for Underground Facilities Line Locating Services. The term of the Agreement shall follow the OUC Agreement and be valid until December 16, 2024 with two (2) one-year renewal options.

MOTION:

Move to approve/disapprove Agreement with USIC Holdings, Inc. d/b/a USIC Locating Services, LLC for Underground Facilities Line Locating Services in the amount not to exceed \$500,000 annually.

ATTACHMENT(S):

Fiscal Impact Analysis
USIC Agreement

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	0	\$500,000	\$500,000	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	\$500,000	\$500,000	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
401-6034-531.34-50	Electric Transmission	Distribution	Other Contractual Services	NA					
402-7034-533.34-50	Water	Distribution	Other Contractual Services	NA					
403-7231-535.34-50	Local Sewer	Collection	Other Contractual Services	NA					
408-5090-538.34-50	Public Services	Stormwater	Other Contractual Services	NA					

****The City will utilize this agreement at start of Fiscal Year 2023 in the above accounts.***

AGREEMENT FOR UNDERGROUND FACILITIES LINE LOCATING SERVICES
(Utilizing the Orlando Utility Commission Contract)

THIS AGREEMENT FOR UNDERGROUND FACILITIES LINE LOCATING SERVICES (“Agreement”) is made as of the May 13, 2022, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a Florida municipal corporation organized and existing under the laws of the State of Florida, (“CITY”), and **USIC Holdings, Inc. d/b/a USIC Locating Services, LLC**, an Indiana Limited Liability Company authorized to do business in the State of Florida, with offices located at 9045 North River Road, Indianapolis, IN 46240 (“CONTRACTOR”).

RECITALS

WHEREAS, the CITY’s Water Utility Department is in need of Utility Locating Services; and

WHEREAS, on or around December 17, 2021, Orlando Utilities Commission (“OUC”) awarded a contract for Underground Facilities Line Locating Services Contract No.: Request for Proposal 21 5038 OQ to the CONTRACTOR (“OUC Contract”); and

WHEREAS, the CITY has requested and the CONTRACTOR along with the OUC has agreed to extend the terms and conditions of the OUC Contract to the CITY for Underground Facilities Line Locating Services; and,

WHEREAS, the CITY has reviewed the unit prices from the OUC Contract and determined that the OUC unit prices are competitive and will result in the best value to the CITY.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Orlando Utilities Commission Contract. The OUC Contract and any amendments executed by OUC and the CONTRACTOR is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The term of this Agreement shall be consistent with the term of the OUC Contract (valid until December 16, 2024 with two (2) one- year renewal options). The CITY’s City Manager may approve and execute renewals of this Agreement consistent with the OUC Contract.
3. Price and Maximum Amount Not to Exceed. The prices offered to the CITY on the Price list (attached as **Exhibit “A”**) are those offered to OUC in the OUC Contract. This Agreement shall not exceed \$500,000.00 (Five Hundred Thousand Dollars) annually unless prior written approval is provided by the CITY.
4. Purchase Orders. The CITY’s ordering mechanism under this Agreement shall be a CITY issued Purchase Order; however, in the event of a conflict, all contractual terms and conditions stated herein and as stated in the OUC Contract shall take precedence over the terms and conditions stated in the CITY issued Purchase Order. The CONTRACTOR shall not provide any goods and services under this Agreement without a CITY issued Purchase Order specifically for this purpose, which shall include the items listed on the provided quote. The pricing in each Purchase Order shall be consistent with the pricing set forth in the OUC Contract. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.

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

- a. This Agreement;
- b. The OUC Contract; and,
- b. The City issued Purchase Order.

6. Compensation to CONTRACTOR. CONTRACTOR shall submit itemized invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and a CITY issued Purchase Order and then will be sent to the Finance Department for payment. The invoices will reflect the rates to be charged under the OUC Contract, which are attached as **Exhibit "A"** to this Agreement for ease of reference. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. 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.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement. Notices to the CITY shall be to the attention of the City Manager.
- E. The CITY and the CONTRACTOR agree that this Agreement (including the terms and conditions of OUC Contract) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. 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.
- J. **PUBLIC RECORDS.** The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:
1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT

**CITY OF LAKE WORTH BEACH, ATTN: City Clerk, 7 NORTH
DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

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

L. E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Underground Facilities Line Locating Services as of the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **USIC HOLDINGS, INC. D/B/A USIC LOCATING SERVICES, LLC**

By: _____

[Corporate Seal]

Print Name: Chuck Adams

Title: Chief Commercial Officer

STATE OF Indiana)
COUNTY OF Marion)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or
• online notarization on this 18th day of may 2022, by Chuck Adams, as the
CCO [title] of **USIC Holdings, Inc. d/b/a USIC Locating Services, LLC**, an
Indiana Limited Liability Company, which is authorized to do business in the State of Florida, who is
personally known to me or who has produced Personally Known as identification, and who did
take an oath that he or she is duly authorized to execute the foregoing instrument and bind the
CONTRACTOR to the same.



Heather Griffin
NOTARY PUBLIC

Exhibit "A"



USIC PRICING PROPOSAL FOR OUC

Pricing

- Per Single Utility \$9.00
- Per Multiple Utilities \$24.00
- Watch & Protect (Optional) \$40.00 Per Hour
- Storm Work (Optional) \$40.00 Per Hour
- After Hour Emergency Ticket \$40.00 Flat Fee

NOTE: USIC does not charge for any drive time

Pricing Definitions

Per One Call Ticket – All tickets received from State One Call.

Watch & Protect – *This is an optional service and Not Required.* If OUC requests that a USIC technician to be onsite to ensure the protection of the utility during excavation, the fee will be billed per quarter hour once technician is on site and performing the Watch & Protect

Business Hour Emergency Ticket – Any Emergency Tickets that are received between the hours 7:00 A.M - 5:00 P.M, Monday – Friday. This fee is a flat fee and no hourly fees will be charged.

After Hour Emergency Ticket – Any After Hour Emergency Tickets that is received between the hours 5:00 P.M - 7:00 A.M Monday – Friday, all day Saturday & Sunday including Holidays. This fee is a flat fee and no hourly fees will be charged.

In addition to saving money on locating expense, OUC will experience the added value of using our Professional Damage Prevention Services.

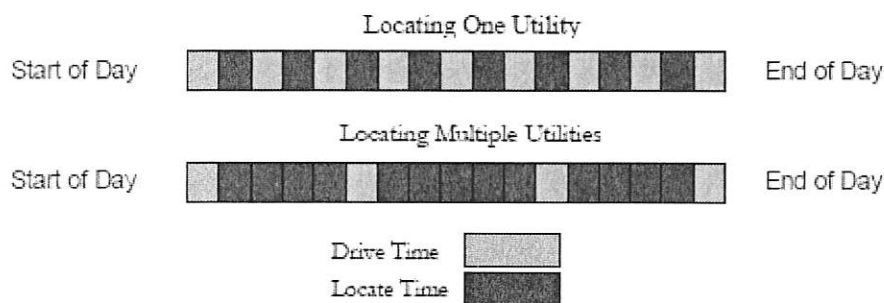
OUR VALUE PROPOSITION INCLUDES:

- Basic Economic Value Summary
- Risk Management Summary
- Advanced Technology Summary

- Professional Services Summary

BASIC ECONOMIC VALUE

- USIC currently visits every job site already for other utility clients creating *economies of scale that cannot be matched* internally or by any other vendor.



RISK MANAGEMENT

- USIC *investigates every damage occurrence. Reports Upon Request*
- USIC uses a CDI (Certified Damage Investigator) to investigate and prepare reports.
- Each report includes pre and post dig photos and all pertinent documentation. All reports are prepared electronically and uploaded through wireless technology.
- All damage reports made available for use in claims recovery efforts
 - Damage reports enables you to recover all damage expense from either the locate vendor or from the excavator.

ADVANCED TECHNOLOGY

- USIC utilizes an in-house proprietary 'real time' ticket management system (TicketPro) that reflects 30 plus years of locating experience. The depth of TicketPro cannot be matched by any 'off the shelf' ticket management system.
- USIC technicians work their ticket load in a real time, paperless environment (creating even more labor related efficiencies).
- *OUC will have direct, real time access* to our ticket management system (*Customer Portal*). OUC will have ability to:
 - View tickets as they come in from the State One Call service "Real-Time"
 - Quickly identify when ticket is due and if completed, time it was completed and what was located.
 - Query any ticket by ticket number

- View all post locate photos attributed to that located
- Additional information package available upon request.

PROFESSIONAL SERVICES

- OUC increases labor support.
- OUC increases labor management in terms of Supervisors, District Managers, Senior Directors and VP of Operations.
- Technician support also includes a Claims Manager, a Quality Manager, a HR Specialist and a Key Accounts Manager
- Accurate and timely locates to include pre-dig photographs to assist in damage recovery.
- USIC uses the latest technology and works 'real time' in a paperless environment to ensure data integrity.
- USIC encourages regular performance meetings with OUC
- USIC is engaged nationally in the prominent industry association and legislation (to include the Common Ground Alliance (CGA) and National
- Utility Locating Contractors Association (NULCA). We also track and invest in the latest locating technology.
- USIC provides all labor and materials to include all after hours emergencies, weekends and holidays. We manage the work, you manage us.
- USIC provides OUC all data and tools necessary to professionally manage their damage prevention program.

Orlando Utilities Commission

In partnership with

USIC Locating Services, LLC

Signature: Ross Wilson
Ross Wilson (Dec 20, 2011 09:08 E.S.T.)
Email: RWilson@ouc.com

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: June 28, 2022

DEPARTMENT: Water Utilities

TITLE:

Agreement with US Peroxide, LLC dba USP Technologies for Hydrogen Sulfide Control Services

SUMMARY:

Agreement authorizes Hydrogen Sulfide Control Services with US Peroxide, LLC dba USP Technologies in the amount not to exceed \$400,000 annually.

BACKGROUND AND JUSTIFICATION:

The City Water Utility Department has used the chemical peroxide for odor control of hydrogen sulfide in the wastewater collection system for several years with great success. The City had an agreement in place with USP Technologies to provide this chemical and reporting services, but the agreement has expired and the City wishes to continue these services. The Agreement with USP Technologies enables the City to utilize the terms and conditions of the City of Orlando's contract that was competitively bid under IFB221-0285 for Hydrogen Sulfide Control Services. The term of the Agreement is valid until August 23, 2024 unless extended, and for a not to exceed amount of \$400,000 annually.

MOTION:

Move to approve/disapprove Agreement with US Peroxide, LLC dba USP Technologies for Hydrogen Sulfide Control Services in the amount not to exceed \$400,000 annually.

ATTACHMENT(S):

Fiscal Impact Analysis
US Peroxide Agreement

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	0	\$400,000	\$400,000	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	\$400,000	\$400,000	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Department Name	Division Name	Account Description	Project Number	FY23 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
403-7231-535.52-30	Local Sewer	Collection	Chemicals	NA					
405-7421-535.52-30	Regional Sewer	Collection	Chemicals	NA					

****The City will utilize this agreement at start of Fiscal Year 2023 in the above accounts.***

AGREEMENT FOR HYDROGEN SULFIDE CONTROL SERVICES
(Utilizing the City of Orlando Contract)

THIS AGREEMENT FOR HYDROGEN SULFIDE CONTROL SERVICES (“Agreement”) is made as of the 11th May, 2022, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a Florida municipal corporation organized and existing under the laws of the State of Florida, (“CITY”), and **US Peroxide, LLC dba USP Technologies**, corporation authorized to do business in the State of Florida, whose address is 900 Circle 75 Parkway, Atlanta, GA 30339 (“CONTRACTOR”).

RECITALS

WHEREAS, the CITY’s Water Utility Department is in need of Odor Control Services; and

WHEREAS, on or around August 24, 2021, City of Orlando awarded a contract for Hydrogen Sulfide Control Services Contract No.: IFB21-0285 to the CONTRACTOR (“City of Orlando Contract”); and

WHEREAS, the CITY has requested and the CONTRACTOR along with the City of Orlando has agreed to extend the terms and conditions of the City of Orlando Contract to the CITY for Hydrogen Sulfide Control Services; and,

WHEREAS, the CITY has reviewed the unit prices from the City of Orlando Contract and determined that the City of Orlando Contract unit prices are competitive and will result in the best value to the CITY.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. City of Orlando Contract. The City of Orlando Contract and any amendments executed by City of Orlando and the CONTRACTOR are hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The term of this Agreement shall be consistent with the term of the City of Orlando Contract (valid until August 23, 2024 unless extended). The CITY Manager may approve and execute renewals of this Agreement consistent with City of Orlando Contract.
3. Price and Maximum Amount Not to Exceed. The prices set forth in the City of Orlando Contract (attached as Exhibit A) shall control the prices charged to the CITY. The maximum amount of this Agreement is not to exceed \$400,000.00 (Four Hundred Thousand Dollars) annually.
4. Purchase Orders. The CITY’s ordering mechanism under this Agreement shall be a CITY issued Purchase Order; however, in the event of a conflict, all contractual terms and conditions stated herein and as stated in the City of Orlando Contract shall take precedence over the terms and conditions stated in the CITY issued Purchase Order. The CONTRACTOR shall not provide any goods or services under this Agreement without a CITY issued Purchase Order specifically for this purpose, which shall include the items listed on the provided quote. The pricing in each Purchase Order shall be consistent with the pricing set forth in the City of Orlando Contract and attached as Exhibit “A”. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.

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

- a. This Agreement;
- b. The City of Orlando Contract; and,
- b. The City issued Purchase Order.

6. Compensation to CONTRACTOR. CONTRACTOR shall submit itemized invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and the CITY's issued Purchase Order and then will be sent to the Finance Department for payment. The invoices will reflect the rates to be charged under the City of Orlando Agreement. Invoices will be due and paid within thirty (30) days following the date of the CITY's receipt of the CONTRACTOR'S invoice; provided, that 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 and payment may be delayed pending resolution of any such dispute.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. The CONTRACTOR shall maintain the same level of insurance as required by the City of Orlando Contract with the CITY named as an "additional insured".
- D. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- E. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement. Notices to the CITY shall be to the attention of the City Manager.
- F. The CITY and the CONTRACTOR agree that this Agreement (including the terms and conditions of City of Orlando Contract) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a

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

- G. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- H. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- I. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- J. 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.
- K. **PUBLIC RECORDS.** The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

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

**OF PUBLIC RECORDS AT (561) 586-1660,
CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT
CITY OF LAKE WORTH BEACH, ATTN: City Clerk, 7 NORTH
DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Hydrogen Sulfide Control Services as of 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: **US PEROXIDE, LLC DBA USP TECHNOLOGIES.**

By: _____

[Corporate Seal]

Print Name: Tom Siller

Title: General Manager

STATE OF Virginia)
COUNTY OF Henrico)

THE FOREGOING instrument was acknowledged before me by means of •physical presence or •online notarization on this 11th day of May 2022, by Tom Siller, as the General Manager [title] of US Peroxide, LLC dba USP Technologies., a corporation, which is authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

[SEAL]

NOTARY PUBLIC

9-30-2023
147205

Exhibit "A"

City of Orlando - Bid Tabulation IFB21-0285 : Hydrogen Sulfide Control Services Bid Opened July 8, 2021 at 2:00 pm					US Peroxide LLC 1375 Peachtree Street NE, Suite 300N Atlanta, GA 30309 Moneke Gibbs Phone: 404 3526070 Fax: mgibbs@uspstechnologies.com View Quote SLVMP:			
Item #	Group	Item	Quantity	Unit of Measure	Required	Vendor Item	Unit Price/ Percent	Extended Price/ Percent
1		Make: Model: Model #: Description: Lift Station #1 and #7 - Iron Salt Solution/PRI-SCl ₂ Technology (7,500 gallon dbi wall tank) Price/Percent: Price Brand Name/Equal Value/Service: Service	12	Months	Yes	Make: N/A Model: N/A Model #: N/A Description: Lift Station #1 and #7 - Iron Salt Solution/PRI-SCl ₂ Technology (7,500 gallon dbi wall tank)	\$560.00	\$6,720.00
2		Make: Model: Model #: Description: Lift Station #37 - Iron Salt Solution/PRI-SCl ₂ Technology (3,000 gallon dbi wall tank) Price/Percent: Price Brand Name/Equal Value/Service: Service	12	Months	Yes	Make: N/A Model: N/A Model #: N/A Description: Lift Station #37 - Iron Salt Solution/PRI-SCl ₂ Technology (3,000 gallon dbi wall tank)	\$560.00	\$6,720.00
3		Make: Model: Model #: Description: Lift Station #248 - Hydrogen Peroxide / PRI-SCl ₂ Technology (3,000 gallon dbi wall tank) Price/Percent: Price Brand Name/Equal Value/Service: Service	12	Months	Yes	Make: N/A Model: N/A Model #: N/A Description: Lift Station #248 - Hydrogen Peroxide / PRI-SCl ₂ Technology (3,000 gallon dbi wall tank)	\$560.00	\$6,720.00
4		Make: Model: Model #: Description: Iron Salts Chemicals (Ferrous Chloride minimum of 24-28% iron per gallon)/PRI-SCl ₂ Technology Price/Percent: Price Brand Name/Equal Value/Service: Brand Name Only	100000	Gallons	Yes	Make: Model: Model #: Description: Iron Salts Chemicals (Ferrous Chloride minimum of 24-28% iron per gallon)/PRI-SCl ₂ Technology	\$1.74	\$174,000.00
5		Make: Model: Model #: Description: Hydrogen Peroxide 50% Solution, Technical Grade Price/Percent: Price Brand Name/Equal Value/Service: Brand Name Only	50000	Gallons	Yes	Make: Model: Model #: Description: Hydrogen Peroxide 50% Solution, Technical Grade	\$4.19	\$209,500.00
							Sub Total	\$403,660.00
							Shipping	\$0.00
							Total	\$403,660.00

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: June 28, 2022

DEPARTMENT: Electric Utility

TITLE:

Electric Utility Integrated Resource Planning Process Presentation and Discussion

SUMMARY:

Development of an Integrated Resource Plan (IRP) for City's Electric Utility

BACKGROUND AND JUSTIFICATION:

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

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

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

City's electric utility staff will be working with the authors of the 2018 Plan to develop the 2022 Integrated Resource Plan.

MOTION:

N/A

ATTACHMENT(S):

Presentation by Horizons Energy & Staff

FISCAL IMPACT ANALYSIS:

N/A



INTEGRATED RESOURCE PLAN

Lake Worth Beach Electric Utilities (LWBEU)

Presented By:
Horizons Energy
June 28, 2022

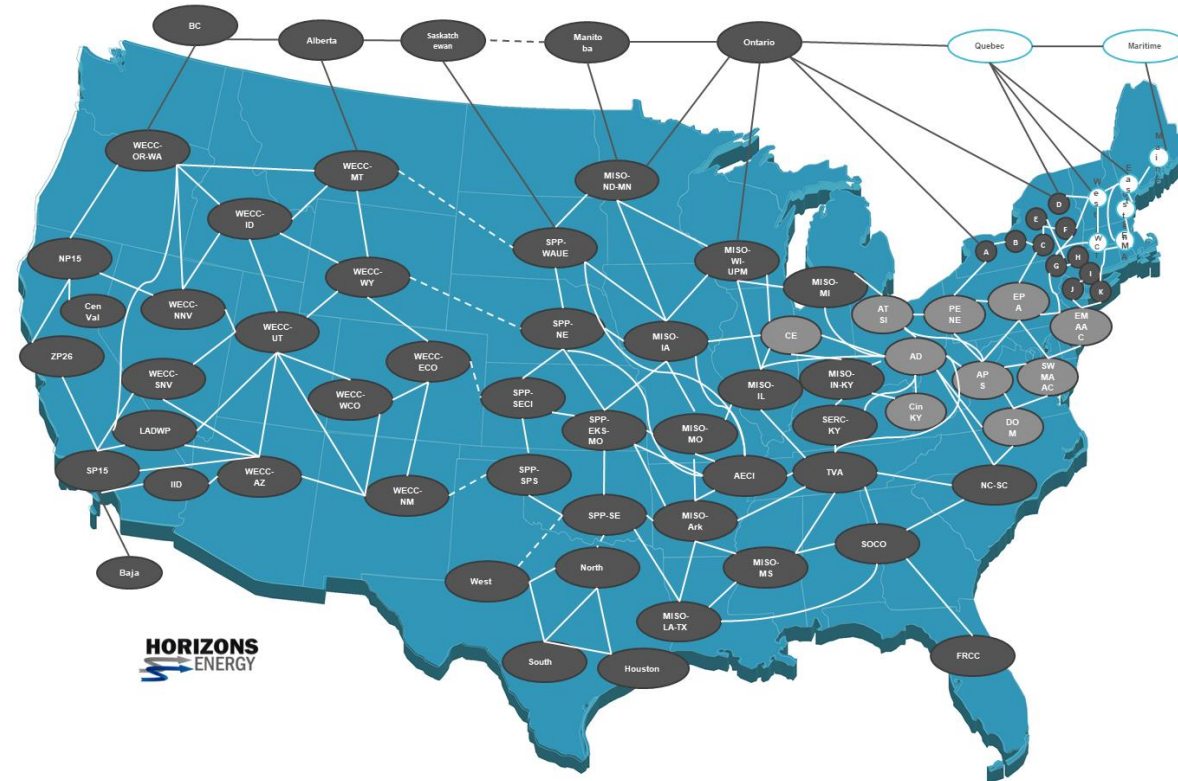
AGENDA

- Introduction
- Horizons Energy
- Integrated Resource Planning Process
- Lake Worth Beach 2022 IRP
- Conclusion and Question/Answer

HORIZONS ENERGY



- Established in 2016
- Credentials:
 - Average 25 years of experience in power market analytics
 - Contributed to over 25 integrated resource plans
 - Over 30 national clients (developers, banks, utilities)
- Services:
 - EnCompass National Database
 - North American Advisory Outlook
 - Consulting
- Utilizes the EnCompass Power Planning model from Anchor Power Solutions





Greg Turk
Principal/Project Manager

- 30+ years of power planning methods, consulting, product and project management



Kathy Jones
Executive Consultant

- 30+ years of analytic data development, resource screening, scenario creation, and study simulations

Relevant Engagements Last 2 Years:

- ✓ 2022 AES Indiana IRP
- ✓ 2021 NMPP IRP
- ✓ 2021 PNM IRP
- ✓ 2021 AECC Uncertainty Analysis
- ✓ 2020 PNM San Juan Replacement
- ✓ 2020 PCWA Hydro Stochastic Analysis
- ✓ 2020 KYMEA IRP

Relevant Experience:

- ✓ Southeast U.S. Lead 2006-2017
- ✓ Renewables Lead 2013-2017
- ✓ 25 years IRP experience
- ✓ Performed \$ billions in asset valuation
- ✓ Horizons advisory and market assessments
- ✓ Environmental compliance planning
- ✓ Uncertainty and risk assessment

WHAT WE DO

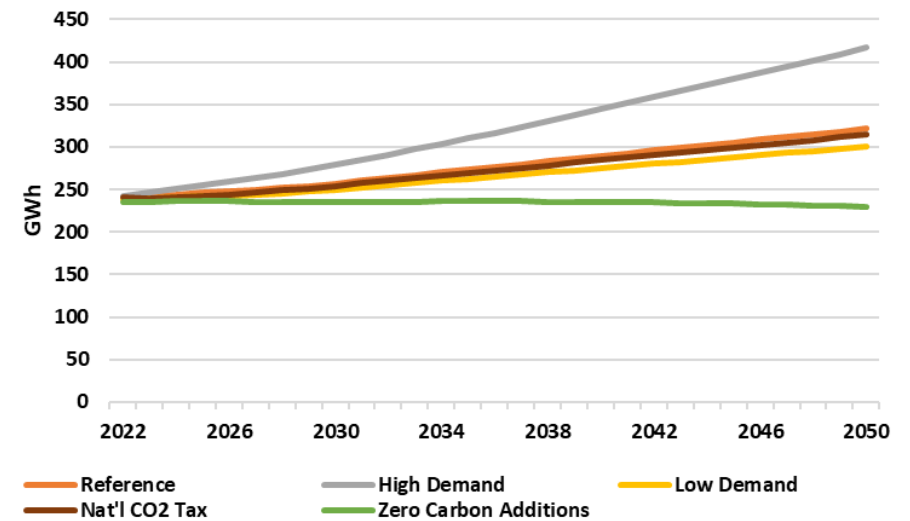
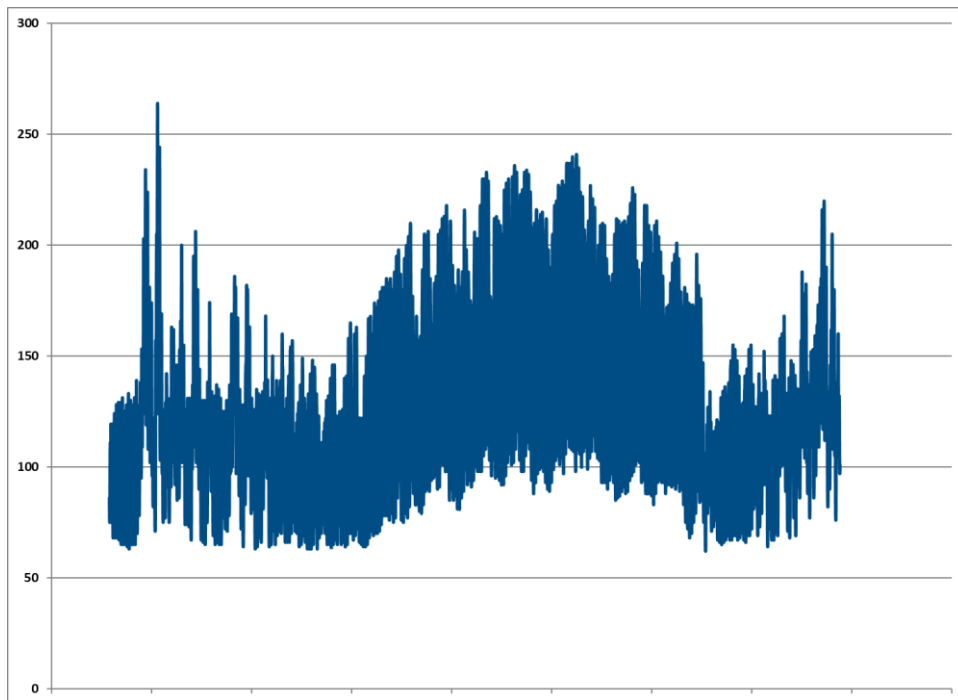
- EnCompass National Database
- North American Advisory Outlook
 - Fundamental forecast of energy markets
 - Nine scenarios
 - Interactive dashboard of results
- Custom Scenarios
- Consulting

INTEGRATED RESOURCE PLANNING

- Integrated Resource Planning or IRP is the process by which supply- and demand-side options are consistently planned, implemented, and evaluated to provide energy services at a cost that appropriately balances the interests of stakeholders
- Develop plan for LWBEU to reach its goals of low-cost, reliable and low carbon service
- Horizons Energy uses the EnCompass power planning model by Anchor Power Solutions which performs a mixed integer linear programming algorithm which:
 - Develops an outlook for supply- and demand-side options that minimize cost as well as reach carbon emission targets and maintain reliability

DEMAND FORECAST

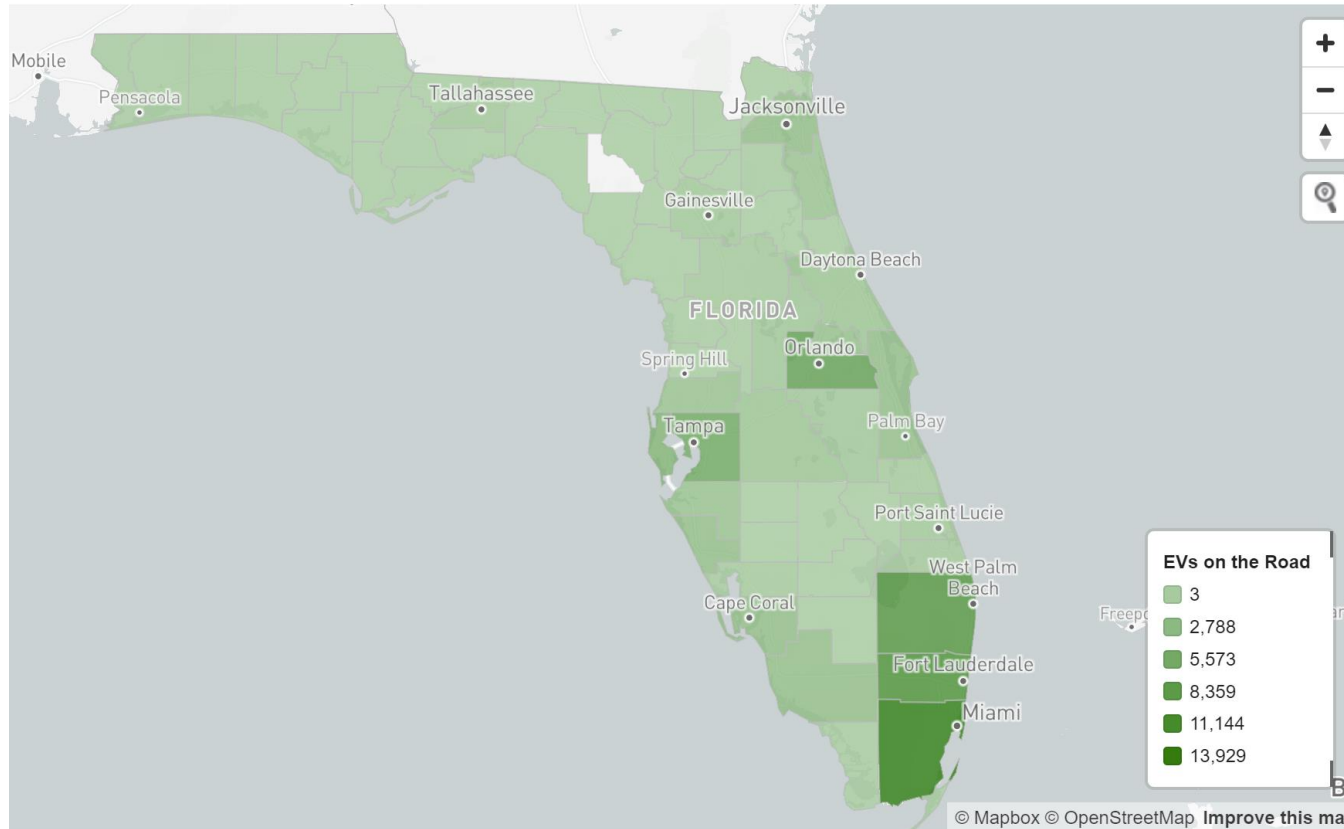
- Represent electricity customer demand
 - Hourly
 - Monthly
 - Annually



ELECTRIC VEHICLE OUTLOOK



EVs on the Road by County and ZIP Code



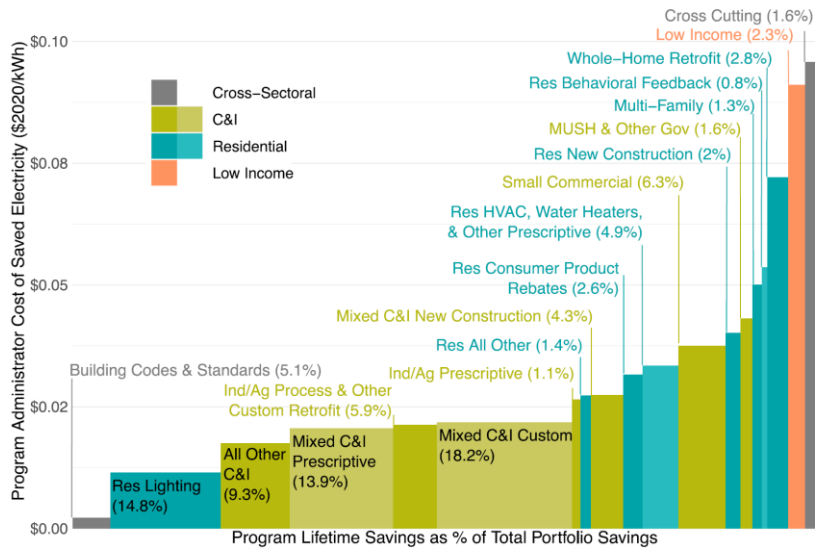
Key Statistics

- 90,184 EVs on the Road
- 68,185 BEVs on the Road
- 21,980 PHEVs on the Road
- 3.26 BEVs per 1k People
- 1.05 PHEVs per 1k People
- 47.55 BEVs per DCFC Port
- 16.65 EVs per Level 2 Port
- 35 Vehicle Makes
- 86 Vehicle Models

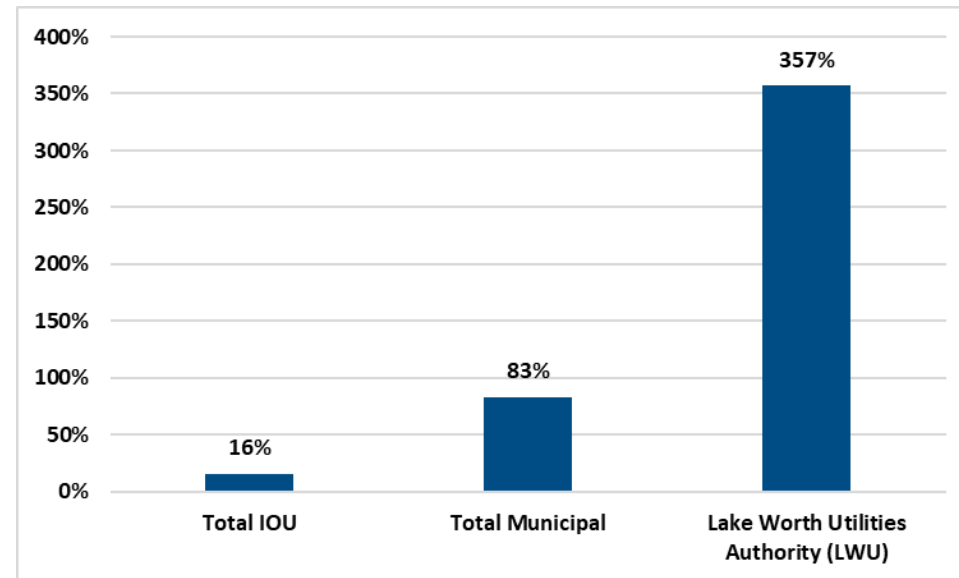
RESOURCES: DEMAND SIDE OPTIONS

- Demand response
- Energy efficiency
- Behind the meter

Composite Cost Curve for Energy Savings From Electric Efficiency Programs: 2010-2018



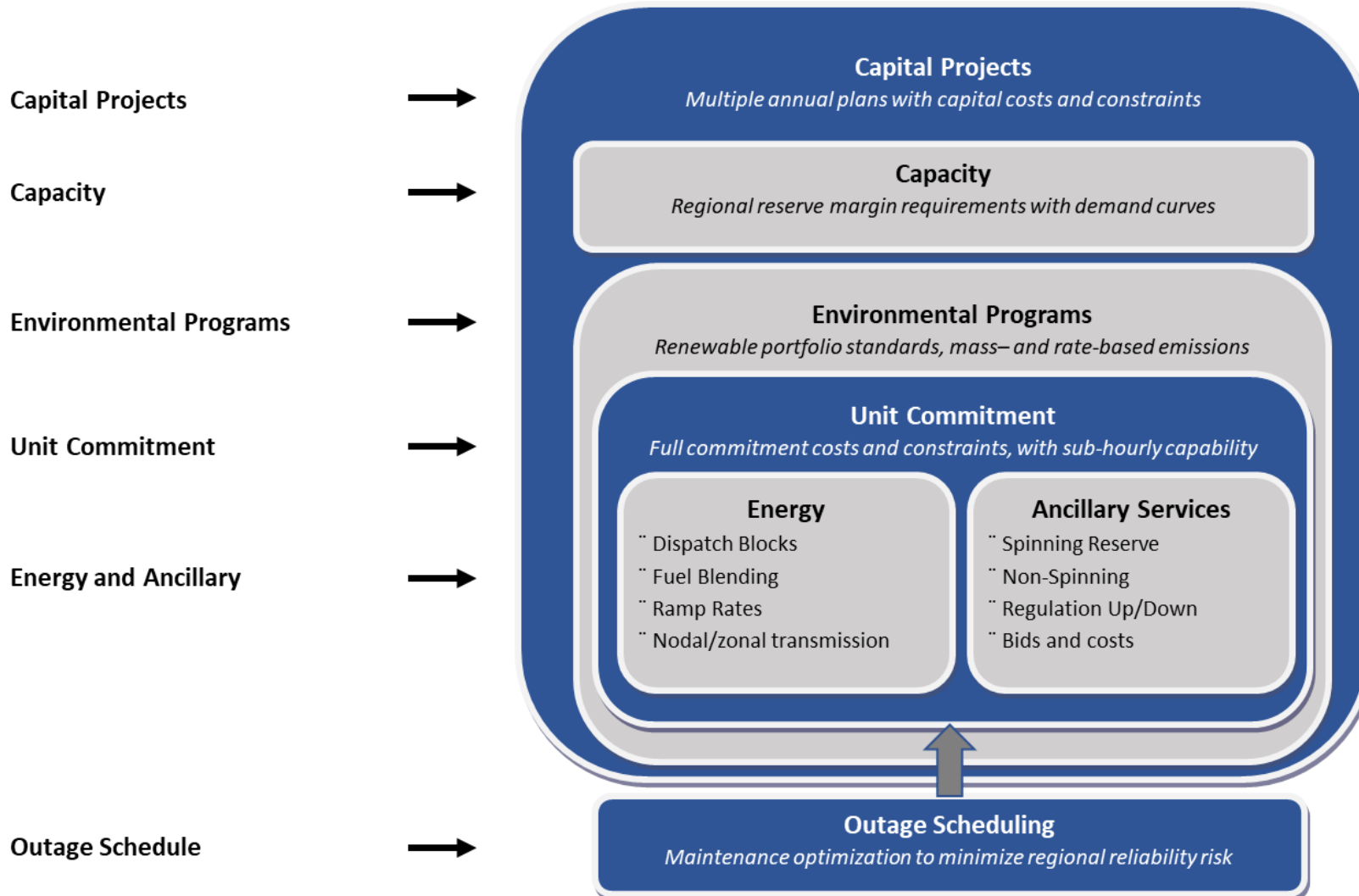
Percent change in BTM Generation since 2017



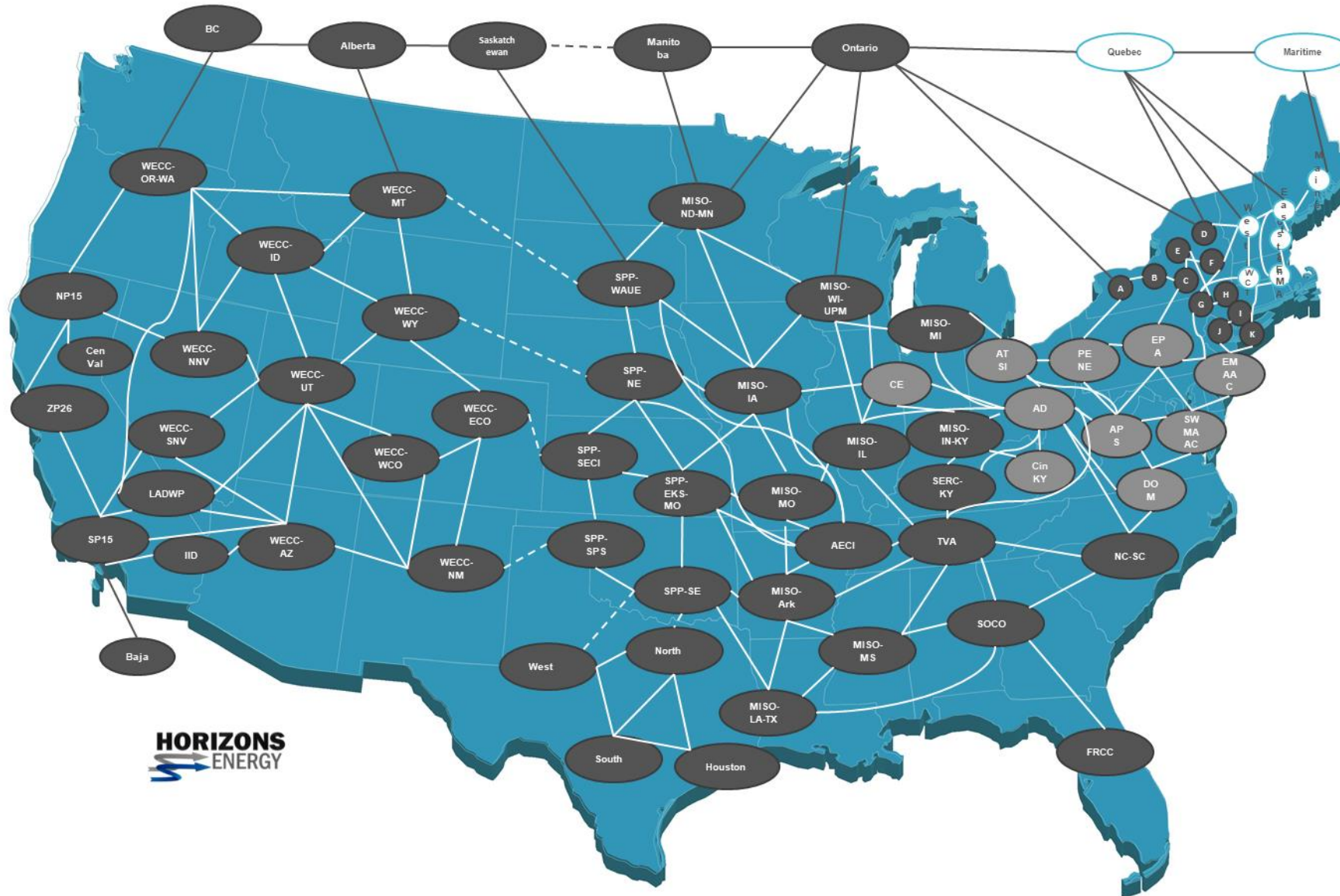
RESOURCES: SUPPLY SIDE OPTIONS

- Existing generation and contracts
 - Tom G. Smith
 - Stanton
 - St. Lucie
 - Solar
- New options
 - Solar
 - Batteries
 - Combustion turbines
 - Purchase power agreements (PPA)

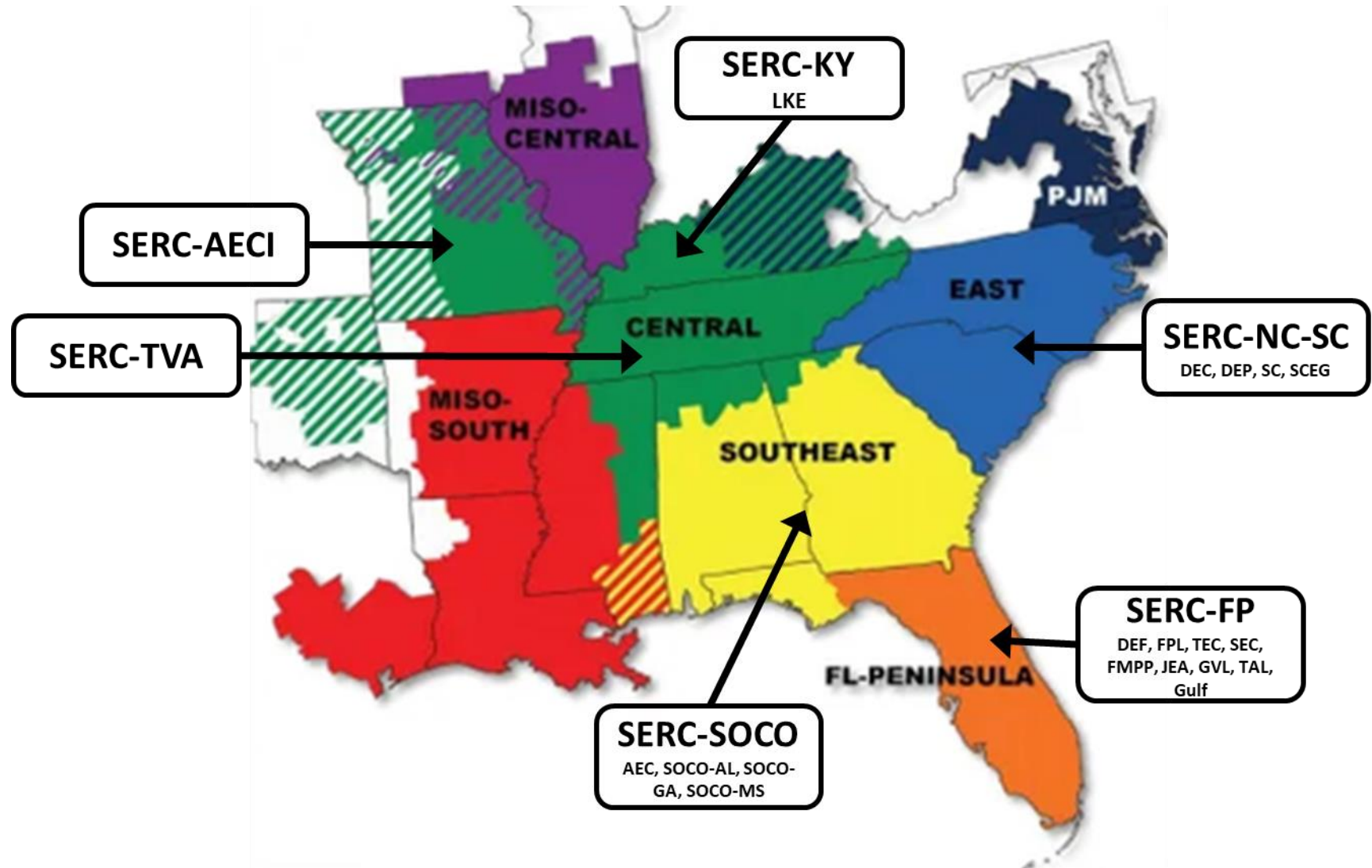
ENCOMPASS POWER PLANNING MODEL



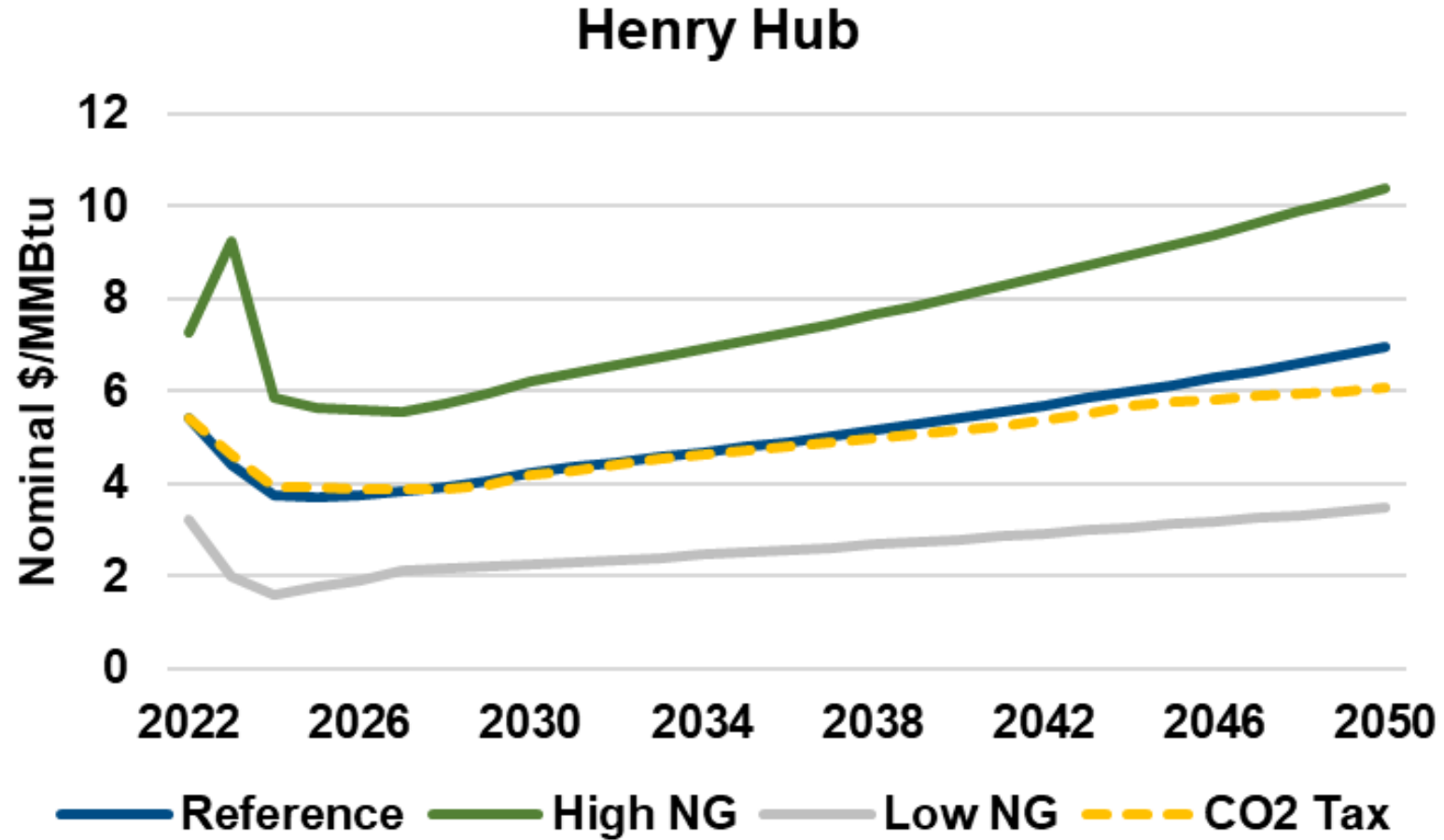
MARKET AREAS



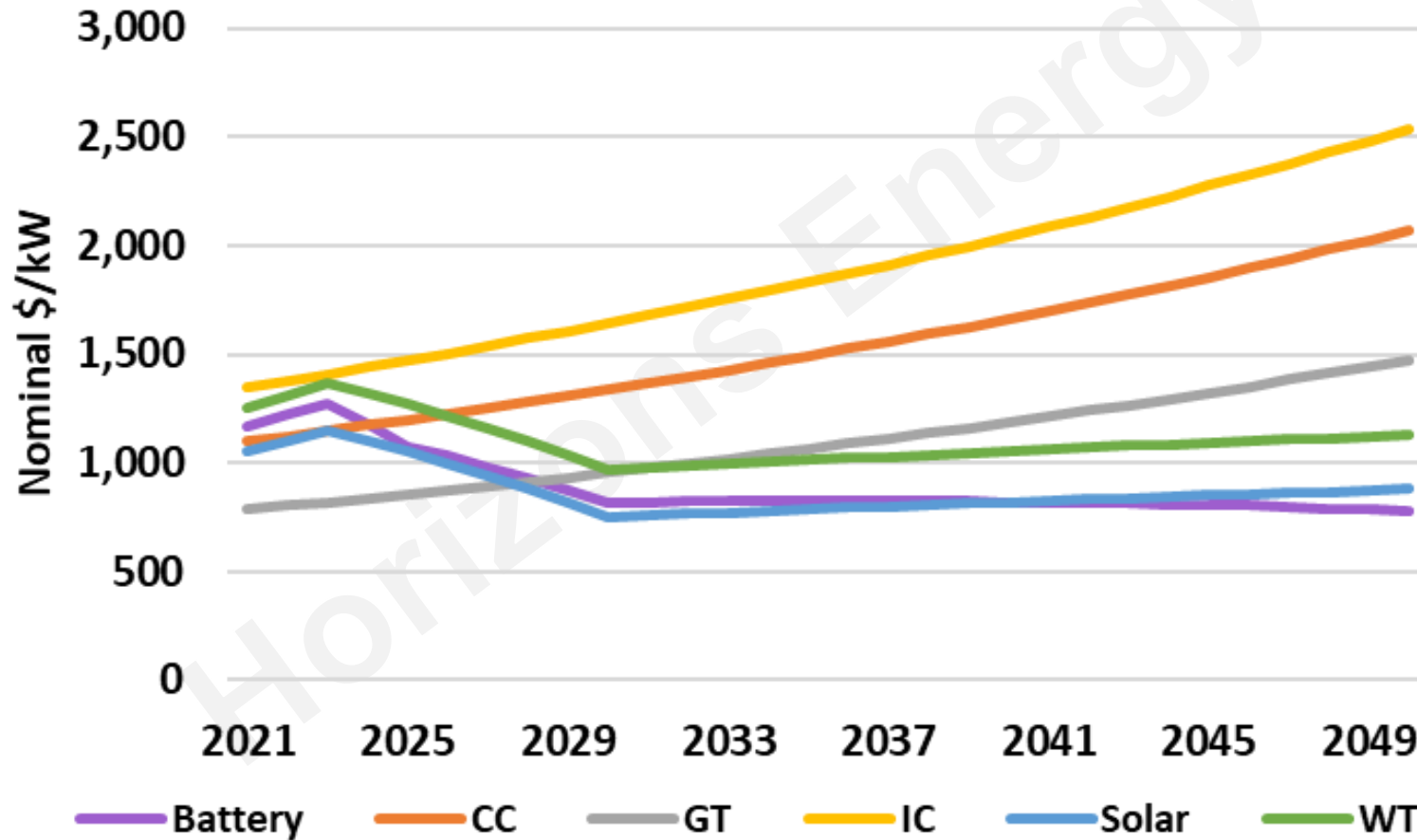
SERC/FLORIDA



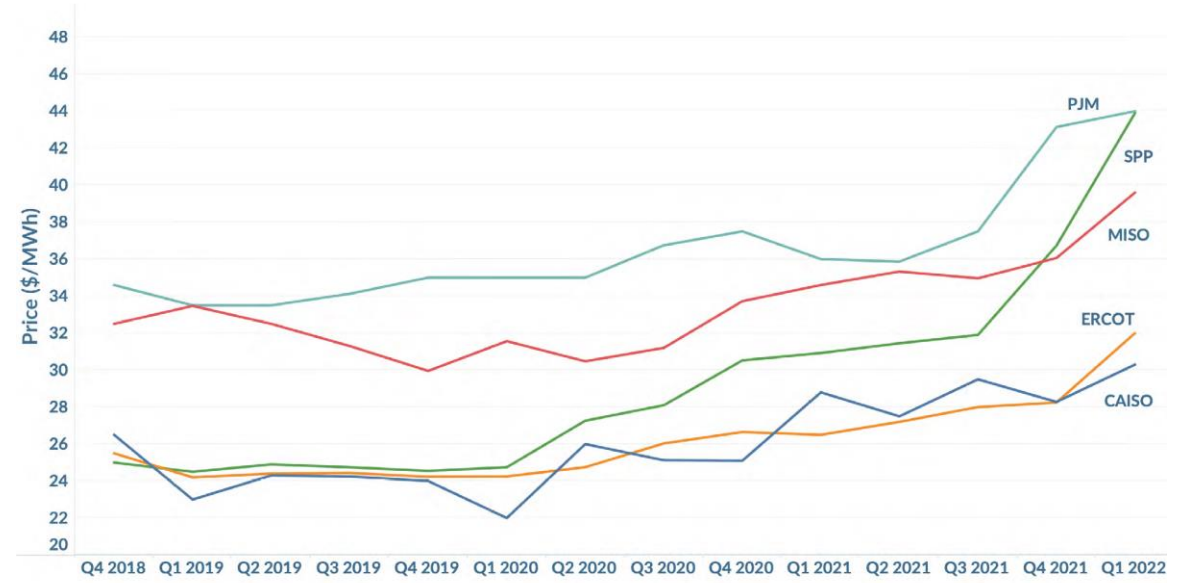
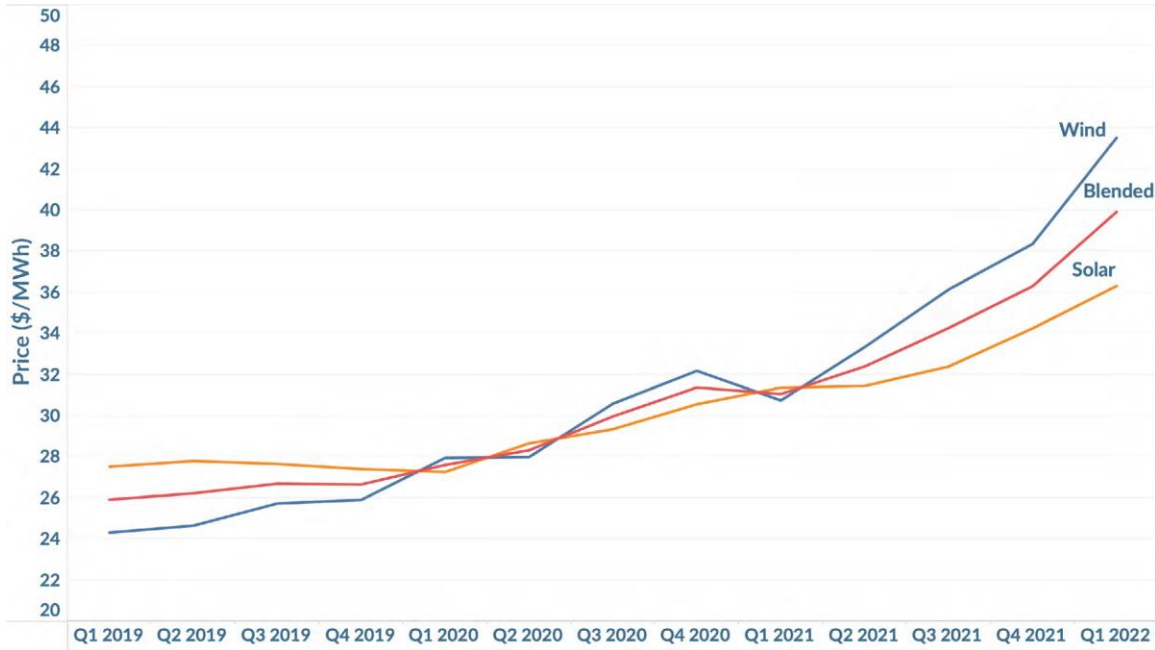
NATURAL GAS PRICES



OVERNIGHT CAPITAL COST



PPA PRICES



Source: LEVELTEN ENERGY Q1 2022 PPA PRICE INDEX NA

HORIZONS SCENARIOS

- Base
- High Natural Gas
- Low Natural Gas
- High Demand
- Low Demand
- Carbon Limit with High Natural Gas
- Carbon Limit with Low Natural Gas
- National Carbon Tax
- Zero Carbon Additions Only (equivalent of Cheap Renewables)

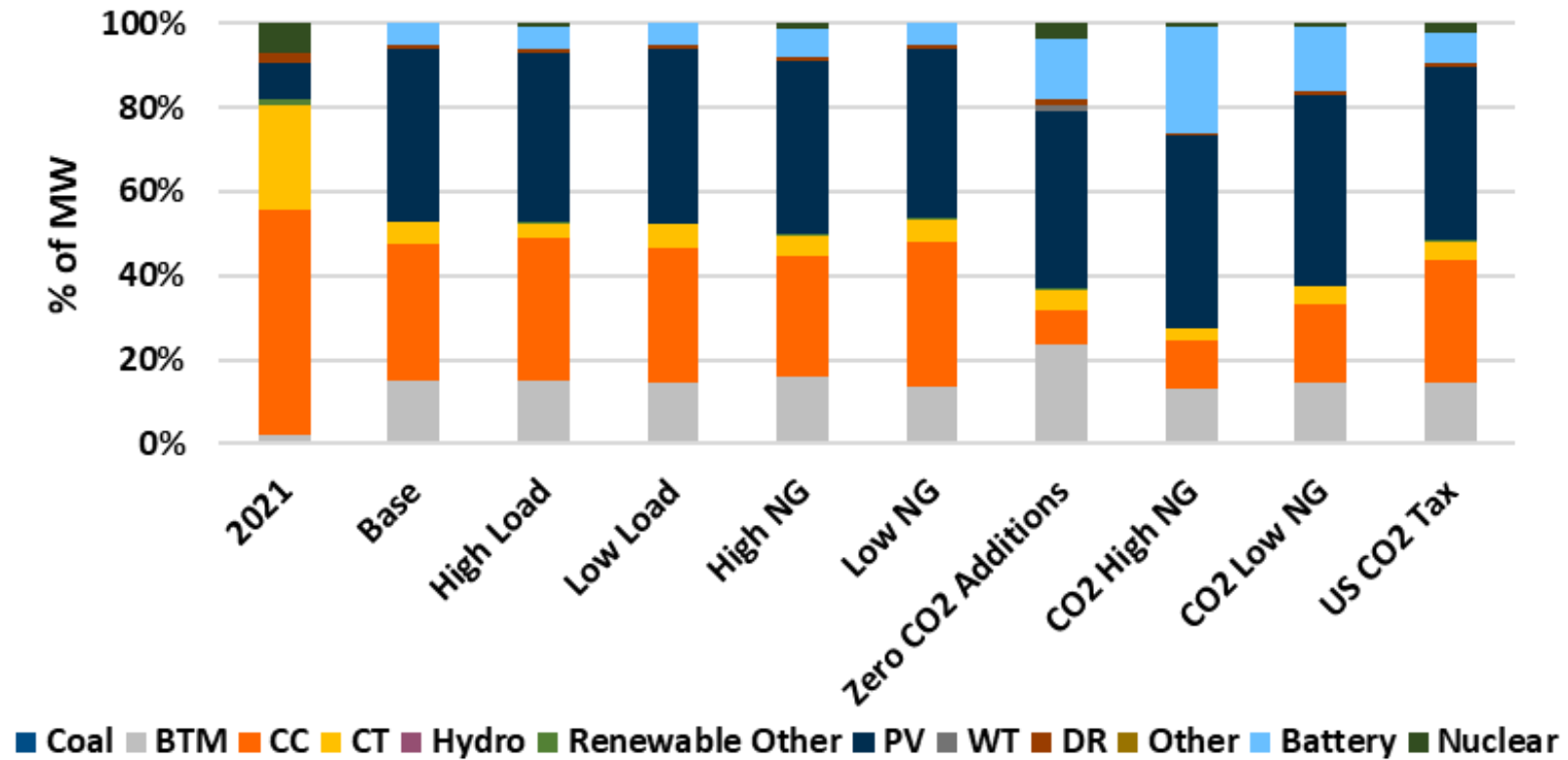
SCENARIO MATRIX



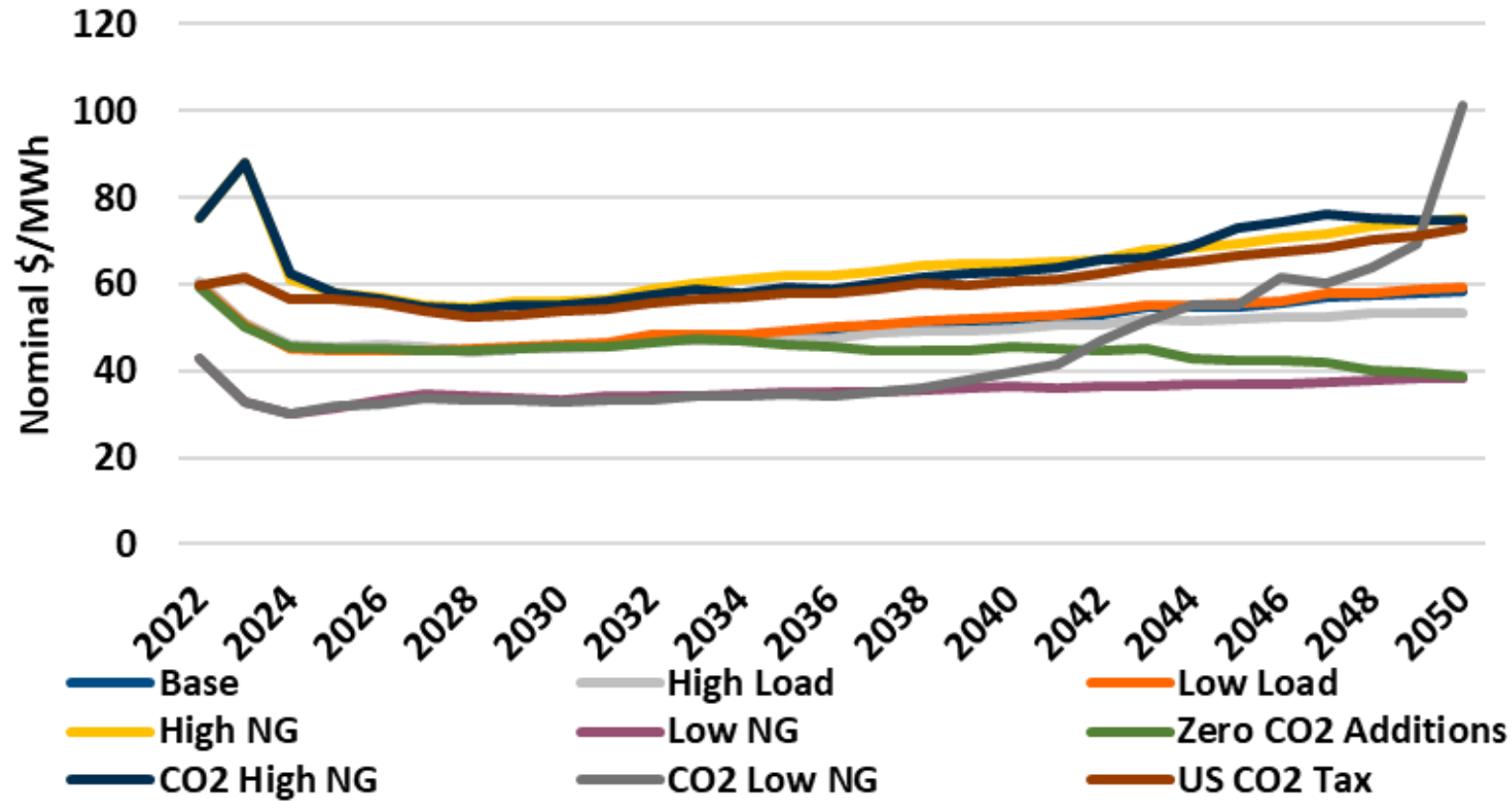
		Scenarios									
		Reference	High NG	Low NG	High Demand	Low Demand	Nat'l CO2 Tax	CO2 Limit High NG	CO2 Limit Low NG	Zero Carbon Additions	
Market Drivers	Load	→	→	→	↑	↘	→	→	→	↓	
	Natural Gas Price	→	↑	↓	→	→	→	↑	↓	→	
	Coal Price	→	↑	↘	→	→	↑	↑	↘	→	
	Technologies										
	Nuclear Economic Retirements	Staggered beg. 2024					None				
	Nuclear License	60 Years					80 Years	60 Years		80 Years	
	Coal Economic Retirements	Staggered beg. 2024					All eligible beg. 2024			Unlimited	
	Natural Gas Additions	CA, DE, MD, NM, OR, VA Limited						Limited after 2030		Limited	
	Natural Gas Retirements	Staggered beg. 2024					All eligible beg. 2023	All eligible beg. 2024		Unlimited	
	Hydro	Existing									
	Geothermal	Existing									
	Other Renewables	Existing									
	Carbon	60% reduction from 2019 no carbon price except State/Province						Tax	Limit	Limit	State/Province
Buildings	% of Generation Additions										
	Solar	45.4% →	45% →	44% ↓	40% ↑	48% ↗	46% ↑	48% ↑	47% ↑	48% ↑	
	Wind	23.2% ↗	25% ↓	22% ↘	23% ↓	23% ↗	25% ↗	24% ↑	26% ↑	26% ↑	
	GT	3.8% →	4% ↗	4% ↑	7% →	3% ↗	5% ↓	0% ↘	2% ↓	0% ↓	
	CC	13.1% →	9% ↑	18% ↑	15% ↗	12% →	8% ↓	2% ↘	4% ↓	0% ↓	
	IC	1.3% →	1% ↗	1% ↑	2% →	1% →	1% ↓	0% ↓	0% ↓	0% ↓	
	Storage	13.2% ↘	16% ↓	11% ↓	13% ↓	13% ↘	16% ↑	25% ↗	21% ↑	25% ↑	
	Distributed Generation	→	↗	↓	↑	↓	↗	↗	↗	↑	
Transmission Additions	Known/under construction additions									Economic	

Medium
 Higher
 Really High
 Low
 Really Low

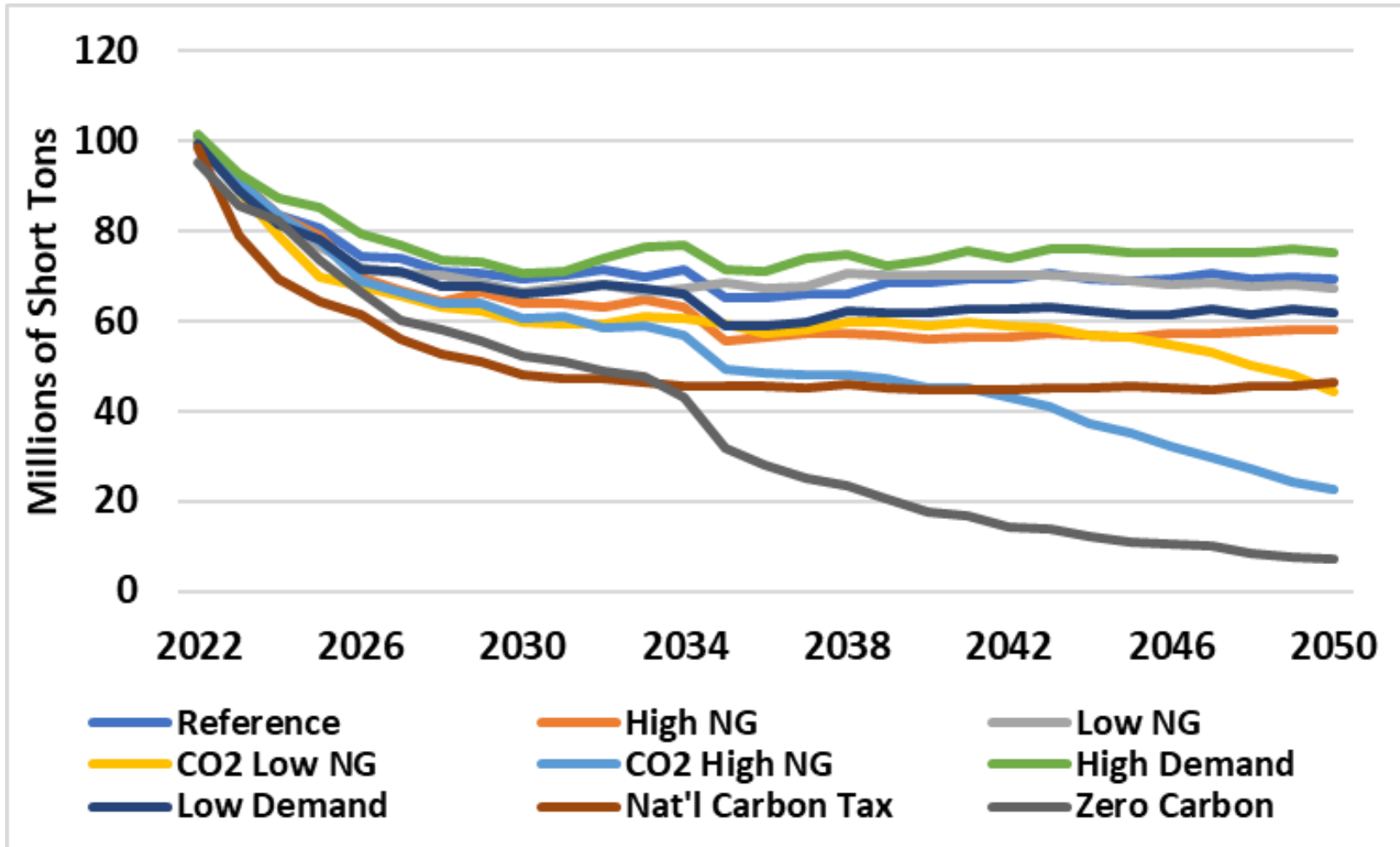
HORIZONS FLORIDA RESOURCE MIX - 2050



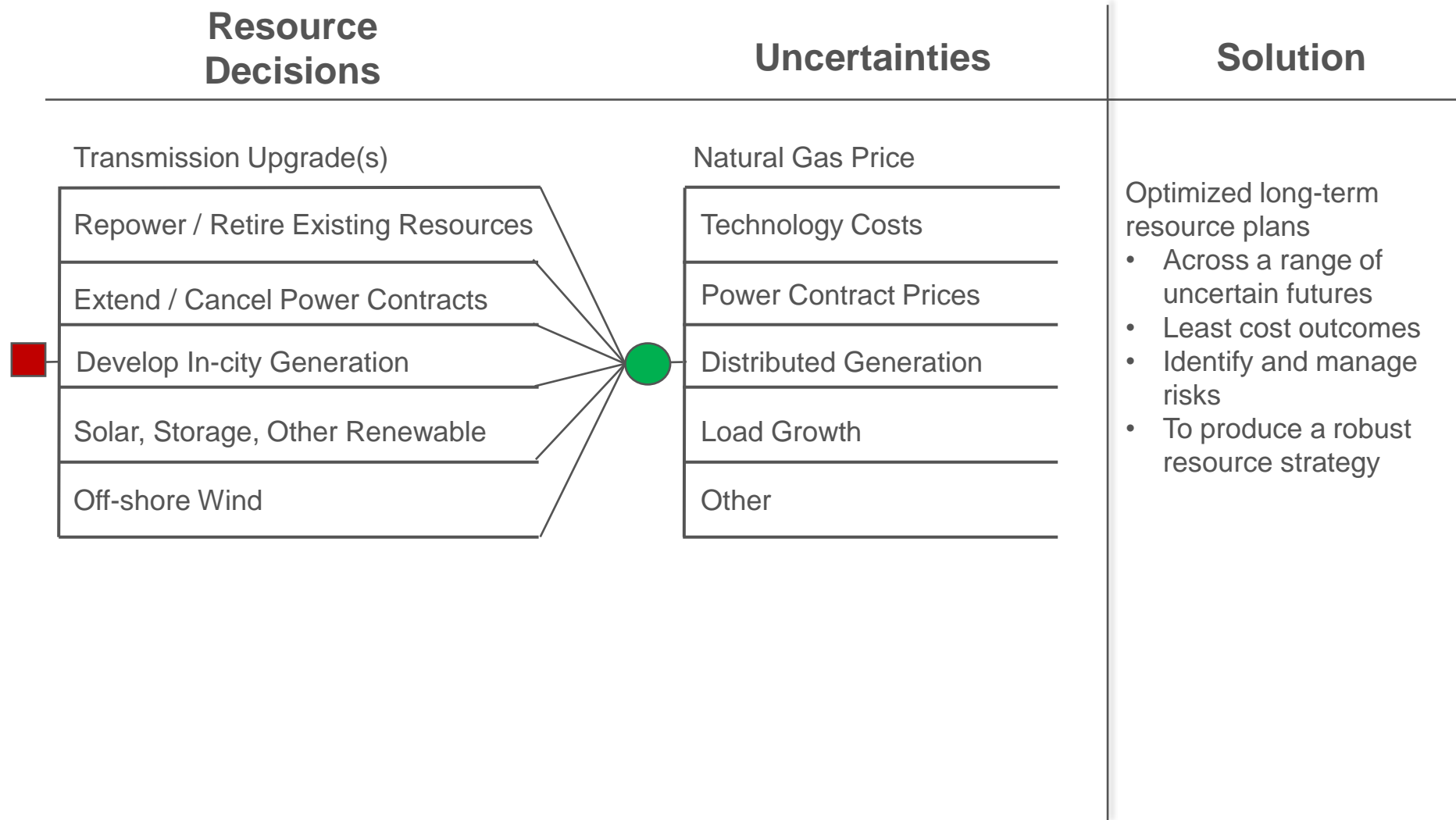
FLORIDA ENERGY PRICES



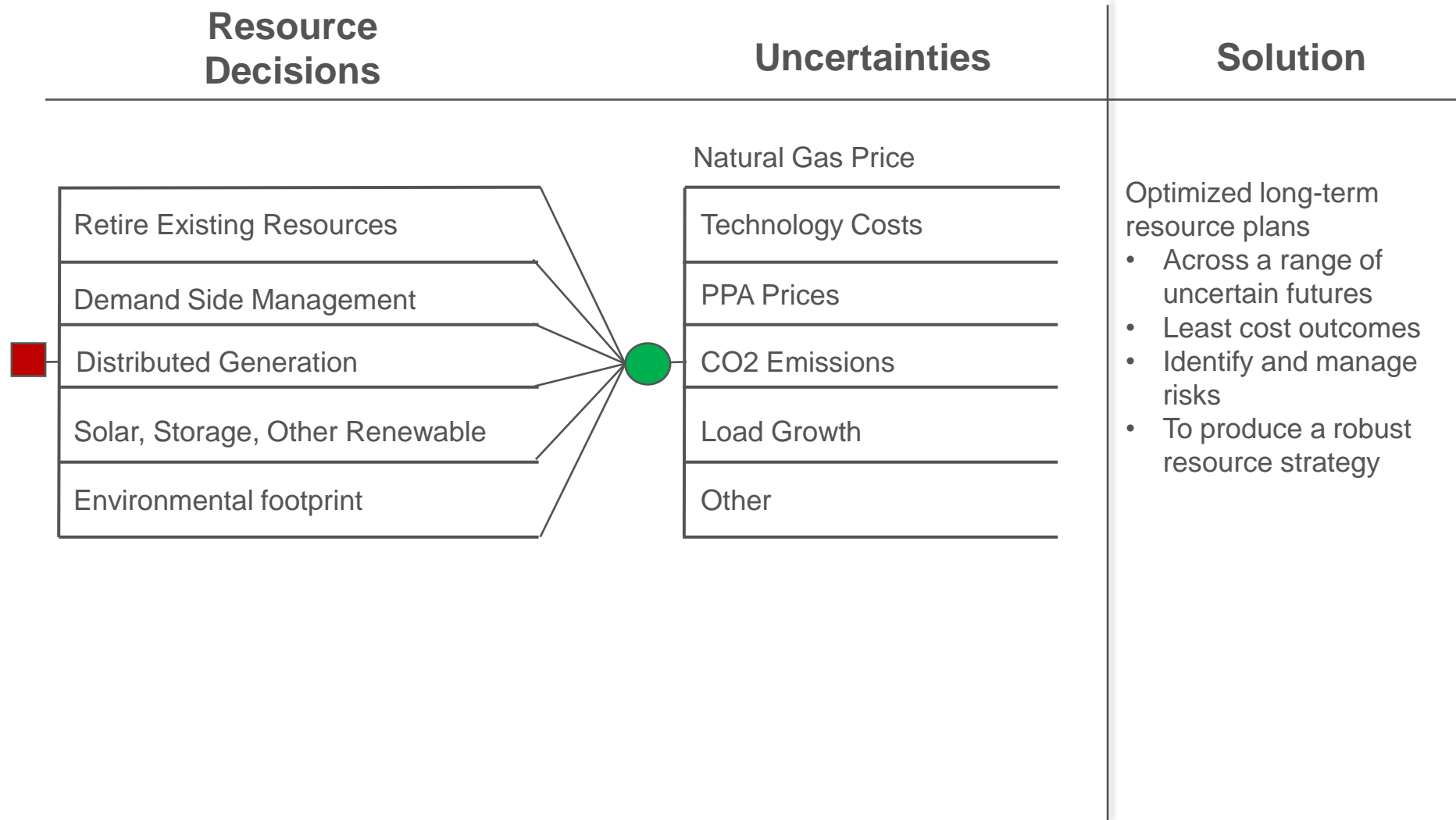
FLORIDA CARBON EMISSIONS



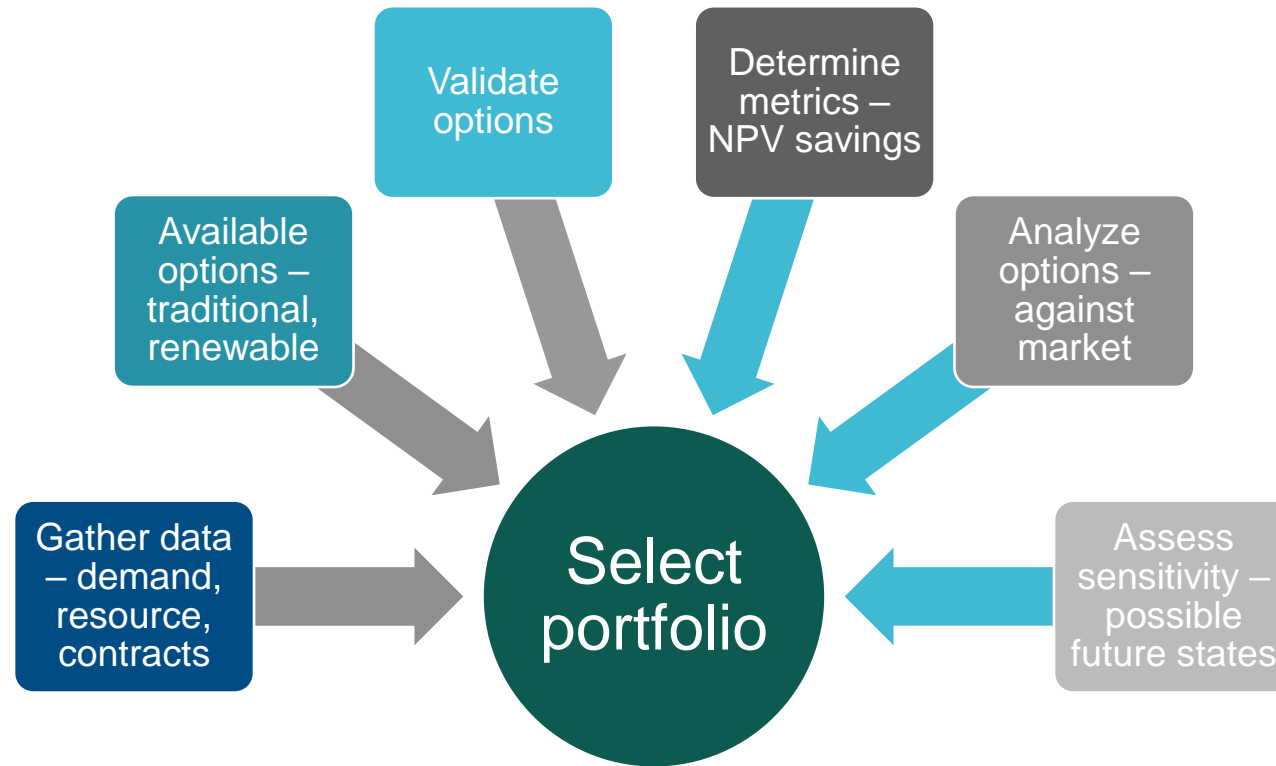
2018 PLANNING EFFORT



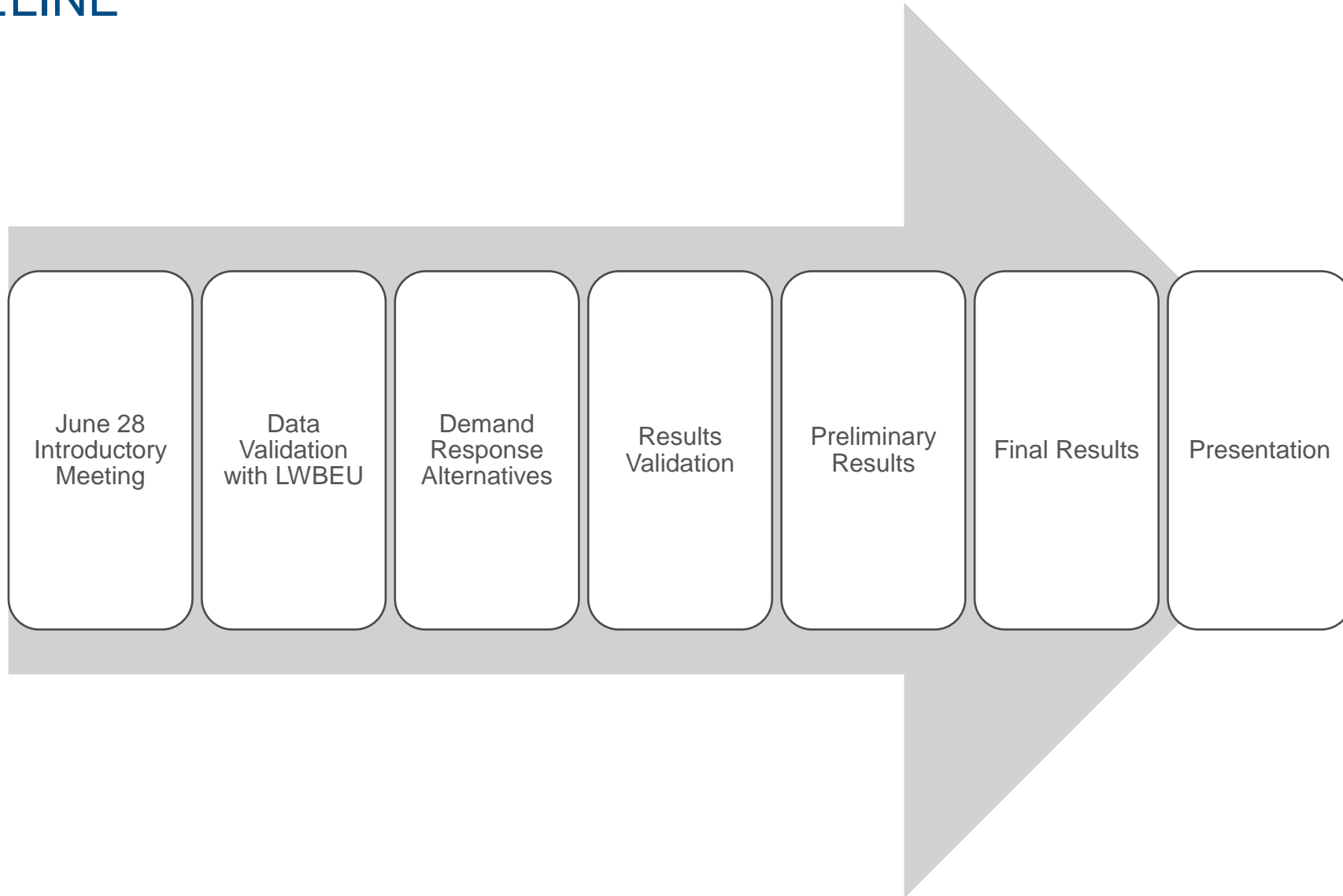
2022 PLANNING EFFORT



PROCESS



TIMELINE





QUESTIONS?

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: June 28, 2022

DEPARTMENT: Electric Utility

Utility

TITLE:

Agreement with American Wire Group LLC., for the purchase and delivery of wire and cable

SUMMARY:

Agreement with American Wire Group LLC., for the purchase and delivery of wire and cable for the City's Electric Utility under Florida Municipal Power Agency's (FMPA) Joint Purchasing Project solicitation (ITB # 2021-006).

BACKGROUND AND JUSTIFICATION:

The FMPA was formed in 1978 to provide a number of services for Florida municipal-owned utilities. In July of 1994, FMPA created a joint purchasing project for the joint purchasing of services, materials, supplies and equipment utilized in the generation, transmission, and distribution of electricity. FMPA members desiring to share in the benefits of the FMPA joint purchasing project enter a project procurement agreement with FMPA. The City has been a participating member of FMPA since its inception in 1978 and signed a project procurement agreement in 1994.

Under its joint purchasing project, FMPA issued a solicitation for the Purchase and Delivery of Wire and Cables for use on electrical transmission and distribution systems. FMPA received several bids and the City selected American Wire Group LLC. to provide the materials needed for the Electric Utility.

The City is currently implementing the Electric Utility System Hardening and Reliability Improvement Program (SHRIP). As part of this project, old wire and cables are replaced as needed to improve system reliability and storm resiliency. Wire and cables purchased under this agreement will be utilized for both Capital and Operations & Maintenance projects and will be charged out to the projects accordingly.

MOTION:

Move to approve/disapprove Agreement with American Wire Group LLC., for the purchase and delivery of wire and cable at a cost not to exceed \$250,000

ATTACHMENT(S):

Fiscal Impact Analysis

Award-Memo-2022

Agreement with American Wire Group LLC.

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	250,000	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	250,000	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:

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
401-0000-141-02-10	Electric	Warehouse	Parts / General		12,452,587	6,218,326		250,000	5,968,326

**AGREEMENT FOR PURCHASE AND DELIVERY OF WIRE & CABLE
(Utilizing Florida Municipal Power Agency Contract)**

This AGREEMENT FOR PURCHASE AND DELIVERY OF WIRE AND CABLE (“Agreement”) is made as of the 1st day of JUNE, 2022, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a Florida municipal corporation organized and existing under the laws of the State of Florida (“City”), and **American Wire Group LLC**, limited liability company authorized to do business in the State of Florida, whose address is 2980 NE 207th Street, PH, Aventura, FL 33180 (“Contractor”).

RECITALS

WHEREAS, the City’s Electric Utility is in need of wires and cables; and

WHEREAS, on or about February 28, 2022, the Florida Municipal Power Agency (“FMPA”) awarded a contract for purchase and delivery of wire and cable under Invitation to Bid# 2021-006 to the Contractor (“FMPA Contract”); and

WHEREAS, the City has requested and the Contractor and FMPA have agreed to extend the terms and condition of the FMPA Contract to the City; and

WHEREAS, the City has reviewed the unit prices set forth in the FMPA Contract and determined that the unit prices are competitive and will result in the best value to the City; and

WHEREAS, the City has determined entering this Agreement with the Contractor serves a valid public purpose.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. FMPA Contract. The FMPA Contract (inclusive of all bid documents and terms and conditions associated therewith) is hereby incorporated by reference and expressly made a part of this Agreement as if set forth at length herein. The term of this Agreement shall be consistent with the term of the FMPA Contract and shall expire on February 28, 2023 unless earlier terminated as stated herein. If the FMPA Contract is extended, this Agreement may be extended by written amendment of the parties.
3. Purchase Orders. The City’s ordering mechanism under this Agreement shall be a City issued Purchase Order; however, in the event of a conflict, all contractual terms and conditions stated herein and as stated in the FMPA Contract shall take precedence over the terms and conditions stated in the City issued Purchase Order. The Contractor shall not provide any goods and services under this Agreement without a City issued Purchase Order specifically for this purpose, which shall include the items listed on the provided quote. The pricing in each Purchase Order shall be consistent with the pricing set forth in the FMPA Contract and attached as Exhibit “A” hereto for ease of reference. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.
4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. This Agreement;
- b. The FMPA Contract; and,
- b. The City issued Purchase Order.

5. Compensation. The Contractor shall submit itemized invoices to the City for review and approval by the City's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. The invoices will reflect the prices set forth in the FMPA Contract. Invoices will normally be paid within thirty (30) days following the City representative's approval. 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. The City reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved. **The maximum amount to be paid by the City to the Contractor under this Agreement shall not to exceed \$250,000 (Two Hundred Fifty Thousand Dollars) annually.**

6. Miscellaneous Provisions.

A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held exclusively in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

B. Except for any obligation of the Contractor to indemnify the City, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

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

D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement. Notices to the City shall be to the attention of the City Manager.

E. The City and Contractor agree that this Agreement (including the terms and conditions of FMPA Contract) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time

as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.

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

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

I. 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.

J. PUBLIC RECORDS. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.

4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

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

K. SCRUTINIZED COMPANIES.

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

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

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

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

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

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

L. E-VERIFY.

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

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

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

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and Contractor hereto have made and executed this Agreement for Purchase and Delivery of Wire and Cable as of the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

AMERICAN WIRE GROUP, LLC

By: _____

Print Name: GILBERT GUERRERO

Title: VP REGIONAL SALES

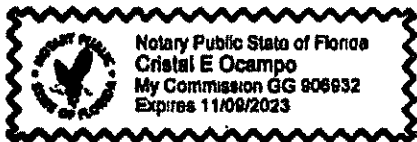
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 1st day of JUNE 2022, by GILBERT GUERRERO, as the VP REGIONAL SALES [title] of **American Wire Group LLC**, a limited liability company, which is authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

[SEAL]

NOTARY PUBLIC



**“EXHIBIT A”
(Price List)**

2	200-01003	1/0 ACSR, Code RAVEN 6,090 feet (Conductor OH Primary)	7000	Yes	For Cities of Leesburg and Bushnell		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
7000	\$0.50	3,500	98	American Wire Group - Miami, FL	American Wire Group		

3	200-01005	4/0 AAAC, Code ALLIANCE (Conductor OH Primary)	2002	Yes	For Cities of Newberry and Lake Worth Bch		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
2002	\$1.40	2,802.80	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP	A4/0-01BA02	

Event # ITB-11/8/2021-4-55
Creation Date 11/8/2021
Due Date-Time 1/26/2022-01:00 PM EST

Description Purchase & Delivery of Wire & Cable - ITB# 2021-006

Participating Members are: Beaches Energy Services, Ft. Pierce Utilities Authority, Utilities Comm New Smyrna Bch, and Cities of Bushnell, Leesburg, Newberry, Clewiston, Homestead, Mount Dora, Williston, Green Cove Springs, and Lake Worth Bch. Provide all bid prices using the following assumptions: Assumed price for CU (\$/lb): \$4.36; Al (\$/lb): \$1.46; Steel Scrap (\$/lb): \$0.54., Metals Prices taken from Nov 30, 2021 issue of American Metals Market. All bidders are to provide weights info sheet for any items bid. Please email or mail the required forms (except pricing) at time of bid opening

Clear Search

Red highlight indicates that the manufacturer was not listed in AURSI as approved for this item. Participants may accept manufacturer at their discretion.

LineNo	ItemID	Description	Qty	Alt	Notes		
1	200-01000	#2 AAAC, Code AMES 9,630 feet (Conductor OH Primary)	18000	Yes	For Beaches Energy, FPUA and City of Lake Worth Bch		
Qty Quoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
18000	\$ 0.46	8,280	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP	AMES (A2-01BA02)	

4	200-01008	336 AAC, Code TULIP (Conductor OH Primary)	8003	Yes	For Cities of Newberry, Bushnell, and Lake Worth Bch		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
8003	\$1.30	10,403.90	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP	TULIP (A336.4-01BA01)	
5	200-01009	795 AAC, Code ARBUTUS 5,000 feet (Conductor OH Primary)	50000	Yes	For City of Leesburg		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
50000	\$3.10	\$155,000	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP	ARBUTUS (A795-01BA01)	

6	200-01011	#2 ACSR, Code SPARATE (Conductor OH Primary)	1000	Yes	For City of Bushnell		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1000	\$0.40	\$400.00	98	American Wire Group - Miami, FL	American Wire Group		
7	200-01012	2/0 AAAC, Code ANAHEIM 4,800 feet (Conductor OH Primary)	4800	Yes	For Ft. Pierce Utilities Authority		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
4800	\$0.85	\$4,080	98	American Wire Group - Miami, FL	American Wire Group		

8	200-01013	336.4 ACSR, Code MERLIN (Conductor OH Primary)	16000	Yes	For Cities of Leesburg and Bushnell		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
16000	\$1.40	\$22,400	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP	MERLIN (A336.4-01ACSR0)	
9	200-01014	394.5 AAAC, Code CANTON 4,000 feet (Conductor OH Primary)	5130	Yes	For Ft. Pierce Utilities Authority		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
5130	\$1.60	\$8,208.00	98	American Wire Group - Miami, FL	American Wire Group		

10	200-01016	559.5 AAAC, Code DARIEN 6,365 feet (Conductor OH Primary)	2000	Yes	For Ft. Pierce Utilities Authority and City of Green Cove Springs		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
2000	\$1.80	\$3,600	98	American Wire Group - Miami, FL	American Wire Group		
11	200-01020	4/0, 7 Strand, Copper 1,760 feet (Conductor OH Primary)	1000	Yes	For City of Bushnell		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1000	\$5.60	\$5,600	49	American Wire Group - Miami, FL	NEHRING	4/0-01BC700	

12	200-01024	652.4 AAAC, Code ELGIN (Conductor OH Primary)	15200	Yes	For Beaches Energy and New Smyrna Bch		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
15200	\$2.70	\$41,040	98	American Wire Group - Miami, FL	AMERICAN WIRE GROU	ELGIN (A556.5-01BA02)	
13	200-01026	4/0 ACSR, Code PENGUIN (Conductor OH Primary)	26000	Yes	For Cities of Leesburg and Bushnell		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
26000	\$1.00	\$26,000	98	American Wire Group - Miami, FL	American Wire Group		

14	200-01028	#2 ACSR, Code SPARROW (Conductor OH Primary)	2	Yes	For City of Newberry		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
2	\$0.45	\$0.90	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP	SPARROW (A2-01ACSR0)	****PRICE ENTERED IS PER FOOT, NOT PER REEL**** REEL LENGTH UNKNOWN.
15	200-01029	556 AAC, Code DAHLIA (Conductor OH Primary)	2000	No	For City of Lake Worth Bch		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
2000	\$2.20	\$4,400	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP	DAHLIA (A556.5-01BA01)	

16	200-02001	#6 Duplex XLP, Code VIZSLA 2,800 feet (Conductor OH Secondary)	17100	Yes	For Beaches Energy Serv., FPUA and Cities of Leesburg, Homestead		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
17100	\$0.50	\$8,550.00	98	American Wire Group - Miami, FL	American Wire Group		DELIVERY DAYS SHOWN IS INITIAL DELIVERY, SHIPPING FROM STOCK THEREAFTER
17	200-02003	#2 Triplex XLP, Code CLAM 1,800 feet (Conductor OH Secondary)	16000	No	For City of Lake Worth Bch and City of Green Cove Springs		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
16000	\$0.75	\$12,000	98	American Wire Group - Miami, FL	Alcan	*	OFFERING AWG (NOT ALCAN)

18	200-02008	1/0 Triplex XLP, Code GAMMARUS 1,200 feet (Conductor OH Secondary)	9205	Yes	For City of Newberry, FPUA		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
9205	\$1.80	\$16,569.00	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP	GAMMARUS (A1/0-03SDX1800)	
19	200-02010	1/0 Quadruplex XLP, Code SHETLAND 1,200 feet (Conductor OH Secondary)	3000	Yes	For Ft. Pierce Utilities Authority		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
3000	\$2.80	\$8,400	98	American Wire Group - Miami, FL	American Wire Group		

22	200-02020	#2 Triplex XLP, Code SHRIMP 1,800 feet (Conductor OH Secondary)	4100	Yes	For Ft. Pierce Utilities Authority, Beaches Energy Services, Cities of Leesburg and Busnell		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
4100	\$1.20	\$4,920.00	98	American Wire Group - Miami, FL	American Wire Group		
23	200-02026	4/0 Triplex, Code ZUZARA 1,000 feet (Conductor OH Secondary)	1000	Yes	For City of Bushnell		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1000	\$2.90	\$2,900	98	American Wire Group - Miami, FL	American Wire Group		

24	200-02027	4/0 Triplex XLP, Code LEPAS 1,000 feet (Conductor OH Secondary)	24200	Yes	For Cities of Leesburg and Lake Worth Bch		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
24200	\$3.40	\$82,280	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP		
25	200-02030	2/0 Triplex XLP, Code DUNGENESE 1,500 feet (Conductor OH Secondary)	400	Yes	For Beaches Energy Services		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
400	\$1.85	\$740	98	American Wire Group - Miami, FL	American Wire Group		

26	200-02032	336.4 Quadruplex, Code LIPPIZANER 1,000 feet (Conductor OH Secondary)	2000	No	For City of Lake Worth Bch		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
2000	\$4.70	\$9,400	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP	LIPPIZANER (A336.4-04SDX10)	
27	200-02033	1/0 Triplex XLP, Code MUREX 1,200 feet (Conductor OH Secondary)	29000	Yes	For New Smyrna Bch and Cities of Lake Worth Bch and Green Cove Springs		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
29000	\$1.60	\$46,400	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP	MUREX (A1/0-03SDX10)	

28	200-02034	1/0 Insulated THW, Copper (Conductor OH Secondary)	1000	Yes	For City of Green Cove Springs		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1000	\$3.60	\$3,600	49	American Wire Group - Miami, FL	NEHRING	1/0-01THHN00	
29	200-02035	2/0 Insulated THW, Copper (Conductor OH Secondary)	1000	Yes	For City of Green Cove Springs		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1000	\$4.20	4200	49	American Wire Group - Miami, FL	NEHRING	2/0-01THHN00	
30	200-02036	4/0 Insulated THW, Copper (Conductor OH Secondary)	0	Yes	For City of Green Cove Springs		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
0	\$5.80	\$0	49	American Wire Group - Miami, FL	NEHRING	4/0-01THHN00	
31	200-02041	1/0 Triplex XLP, ACSR, Code NERITINA (Conductor OH Secondary)	1000	Yes	For City of Bushnell		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1000	\$1.70	\$1,700	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP	NERITINA (A1/0-03SDX00)	
32	200-02045	#6 Insulated THHN, Copper	4	Yes	For City of Newberry		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
4	\$1.50	\$6.00	49	American Wire Group - Miami, FL	NEHRING	6-01THHN00	PRICE SHOWN IS PER FOOT
33	200-02047	#4 Insulated THW/THHN, Copper, 200' (plastic reel)	1002	Yes	For Cities of Newberry and Bushnell		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1002	\$2.10	\$2,104.20	49	American Wire Group - Miami, FL	NEHRING	4-01THHN00	PRICE SHOWN IS PER FOOT
34	200-02050	#2 Insulated THW, Copper	1000	Yes	For City of Bushnell		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1000	\$2.30	\$2,300.00	49	American Wire Group - Miami, FL	NEHRING	2-01THHN00	
35	200-04000	1/0 Triplex XLP, Code BRENAU 1,000 feet (Conductor UG Secondary)	48010	Yes	For Cities of Newberry, Bushnell, Leesburg, Homestead, Lake Worth Bch, and FPUA		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
48010	\$1.40	\$67,214.00	98	American Wire Group - Miami, FL	American Wire Group		PRICE SHOWN IS PER FOOT

36	200-04001	2/0 Triplex XLP, Code CONVERSE 1,000 feet (Conductor UG Secondary)	6000	Yes	For City of Leesburg and Beaches Energy Services		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
6000	\$1.80	\$10,800	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP	CONVERSE (A2/0-03URD50R1000)	PRICE SHOWN IS PER FOOT
37	200-04002	4/0 Quadrplex XLP, Code WAKE FOREST (Conductor UG Secondary)	3003	Yes	For Cities of Newberry, Lake Worth Bch, and FPUA		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
3003	\$3.60	\$10,810.80	98	American Wire Group - Miami, FL	American Wire Group		PRICE SHOWN IS PER FOOT

38	200-04003	4/0 Triplex XLP, Code SWEETBRIAR 1,000 feet (Conductor UG Secondary)	171000	Yes	For Ft. Pierce Utilities Authority, New Smyrna Bch, Cities of Lake Worth Bch, Bushnell, and Beaches Energy Services		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
171000	\$2.60	\$444,600	98	American Wire Group - Miami, FL	American Wire Group		PRICE SHOWN IS PER FOOT
39	200-04004	350 MCM Triplex XLP, Code WESLEYAN 1,000 feet (Conductor UG Secondary)	50501	Yes	For Cities of Newberry, Leesburg, Lake Worth Bch, FPUA, New Smyrna Bch, and Beaches Energy		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
50501	\$4.10	\$207,054.10	98	American Wire Group - Miami, FL	American Wire Group		PRICE SHOWN IS PER FOOT
40	200-04005	500 MCM Triplex XLP, Code RIDER 1,000 feet (Conductor UG Secondary)	1000	Yes	For City of Leesburg		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1000	\$6.20	\$6,200.00	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP	RIDER (A500-03URD50)	PRICE SHOWN IS PER FOOT

41	200-04007	#6 Duplex XLP, Code CLAFLIN 1,000 feet (Conductor UG Secondary)	13002	Yes	For City of Newberry, New Smyrna Bch		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
13002	\$0.60	\$7,801.20	98	American Wire Group - Miami, FL	American Wire Group		PRICE SHOWN IS PER FOOT
42	200-04008	#2 Triplex XLP, Code STEPHENS 1,000 feet (Conductor UG Secondary)	2000	Yes	For Ft. Pierce Utilities Authority and City of Bushnell		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
2000	\$1.10	\$2,200.00	98	American Wire Group - Miami, FL	American Wire Group		
43	200-04012	#4 Duplex XLP, Code DELGADO (Conductor UG Secondary)	1000	Yes	For City of Bushnell		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1000	\$0.85	\$850.00	98	American Wire Group - Miami, FL	AMERICAN WIRE GROUP	DELGADO (A4-02URD00)	

44	200-04014	500 MCM, Copper, 600 volt 1,000 feet (Conductor UG Secondary)	500	Yes	For Ft. Pierce Utilities Authority		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
500	\$42.00	\$21,000.00	49	American Wire Group - Miami, FL	American Wire Group		
45	200-04016	#12-2, Copper, UF w/GRD, 600 volt 1,000 feet (Conductor UG Secondary)	12000	Yes	For Ft. Pierce Utilities Authority		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
12000	\$1.00	\$12,000.00	98	American Wire Group - Miami, FL	American Wire Group		
46	200-04017	350 Quadrplex, 4/0 Neutral, Code SLIPPERY ROCK 1,000 feet (Conductor UG Secondary)	8000	Yes	For Ft. Pierce Utilities Authority, New Smyrna Bch and Cities of Bushnell and Leesburg		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
8000	\$6.00	\$48,000.00	98	American Wire Group - Miami, FL	American Wire Group		

47	200-04026	1/0 Quadrplex, 600V, AL, #2 Neutral, Code NOTRE DAME (Conductor UG Secondary)	1000	Yes	For Ft. Pierce Utilities Authority		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1000	\$1.70	\$1,700.00	98	American Wire Group - Miami, FL	American Wire Group		
48	200-05000	#4, Bare, Soft Drawn Copper, Solid (Conductor Misc)	7004	Yes	For Cities of Green Cove Springs, Newberry, New Smyrna Bch		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
7004	\$1.50	\$10,506.00	49	American Wire Group - Miami, FL	NEHRING	*	PRICE SHOWN IS PER FOOT

49	200-05001	#6, Bare, Soft Drawn Copper 4,503 feet (Conductor Misc)	67004	Yes	For Cities of Newberry, Green Cove Springs, Leesburg, Bushnell, Lake Worth Bch, New Smyrna Bch and Beach Energy		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
67004	\$0.80	\$53,603.20	49	American Wire Group - Miami, FL	NEHRING	*	PRICE SHOWN IS PER FOOT
50	200-05002	#2, Bare, Soft Drawn Copper, Solid 4,500 feet (Conductor Misc)	1750	No	For Beaches Energy Services and City of Green Cove Springs		
QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1750	\$2.50	\$4,375.00	49	American Wire Group - Miami, FL	NEHRING	.	



MEMORANDUM

February 28, 2022

TO: Members participating in the Wire & Cable Bid
FROM: Sharon Samuels
SUBJECT: Award of the Wire & Cable Bid (ITB# 2021-006)

In response to the FMIPA Invitation to Bid No. 2021-006, the Joint Purchase Project reviewed the bids received for the Purchase and Delivery of Wire & Cable Bid.

FMIPA received bids from American Wire Group of Miami, FL; Electric Supply of Tampa, FL; Stuart C. Irby (Irby Utilities) of Lake Mary, FL; and Tri-State Utility Products of Havana, FL.

Based on vendor pricing, lead times, and adherence to FMIPA Terms and Conditions, the recommended award is for American Wire Group; with the exception of the items below.

City of New Smyrna Beach

FMPA #	Description	Awarded Bidder
200-05025	#4, Soft Drawn Copper, Solid, 110ML Poly Black	Tri-State Utility Prod.
200-06091	750 KCMIL, Aluminum, 25 kV, Stranded	Stuart C. Irby

These items awarded to Tri-State Utility and Stuart Irby will be managed in its entirety by New Smyrna Beach.

Beaches Energy Services

FMPA #	Description	Awarded Bidder
200-05002	#2, Bare, Soft Drawn Copper, Solid	Electric Supply
200-05003	#4 Bare, Medium Hard, Copper	Electric Supply
200-06049	1/0 XLP/TRXLP, 280 MIL, Aluminum, 28 kV, Full Neutral	Electric Supply
200-06055	350 MCM XLP/TRXLP, 280 MIL, Aluminum, 28 kV, 1/3 Neutral	Electric Supply
200-06058	1000 MCM XLP/TRXLP, 280 MIL, Aluminum, 28 kV, 1/3 Neutral	Electric Supply

These items awarded to Electric Supply will be managed in its entirety by Beaches Energy Services.

This bid award expires February 28, 2023. The prices bid are valid until February 28, 2022. In March, *(and each month thereafter)*, the pricing for this commodity will fluctuate based on changes in the metals indices specified in the bid. With the exception of items awarded to Tri-State Utility, Stuart Irby, and Electric Supply, FMIPA will distribute the adjusted prices to all Participating Members on the first business day of each month. Prices, as adjusted, are then firm for all orders placed during the month.

All of the exceptions or other conditions taken by American Wire Group, Tri-State Utility, Stuart Irby, and Electric Supply are included with this letter. If you have any questions, please give me a call.

Attachments
cc: Bidders

WIRE AND CABLE BID
FMPA ITB# 2021-006

Bidders Exceptions and Clarifications - *REVISION*

AMERICAN WIRE GROUP

- Bid American Wire Group, Alcan, and Nehring
- Lead time is 49 to 98 days, depending on the item.
- American Wire Group will NOT pass on the Nehring freight allowed on 5000lb shipments to one location and price adjustment at time of shipment to participants.

ELECTRIC SUPPLY

- Bid Southwire
- Lead time is 14 – 34 weeks, average time is 224 days; depending on the item.
- Southwire provided participants with a pricing option of “firm” and “adjustable” on their quoted items. Their adjustment policy is based on the Metals Week U.S. Transaction daily pricing from the previous month and their own pricing formula; this is an exception to FMPA’s Terms & Conditions. **FMPA recommends that Southwire be rejected for that reason.**

IRBY UTILITIES

- Bid Okonite and Southwire
- Lead time is 210 - 266 days, depending on the item and manufacturer.
- Minimum Order Amount applies; please see the tab sheet for details.
- \$3000.00 per reel deposit charge on some items; see the bid tab for details.
- Any items awarded are only good through 12/21/2022; not thru February 2023 per the bid term.
- Southwire provided participants with a pricing option of “firm” and “adjustable” on their quoted items. Their adjustment policy is based on the Metals Week U.S. Transaction daily pricing from the previous month and their own pricing formula; this is an exception to FMPA’s Terms & Conditions. **FMPA recommends that Southwire be rejected for that reason.**
- Southwire requires that their base metal be (CU \$4.48 and AL \$1.70) not per American Metals Market or Wall Street Journal per FMPA Terms & Conditions. **FMPA recommends that Southwire be rejected for that reason – However acceptance can be made at utility’s discretion.**
- Okonite requires that their base metal be (CU \$4.534 and AL \$1.608740) not per American Metals Market or Wall Street Journal per FMPA Terms & Conditions. **FMPA recommends that Southwire be rejected for that reason – However acceptance can be made at utility’s discretion.**
- Okonite took several exceptions to the technical specifications of the cable. Please see the attachment for clarification.

TRI-STATE UTILITY PRODUCTS

- Bid Connex and Nehring
- Lead time is 35 to 340 days, depending on the item.
- Nehring orders are freight allowed on 5000lb shipments 5000lbs and less will be plus freight prices subject to adjustment at time of shipment all wire made and shipped from Dekalb, IL USA; this is an exception to FMPA’s Terms & Conditions. **FMPA recommends that Nehring be rejected for that reason – However acceptance can be made at utility’s discretion.**

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: June 28, 2022

DEPARTMENT: Electric Utility

TITLE:

First Amendment to Hooper Corp. Work Order No. 1

SUMMARY:

This First Amendment to Work Order No. 1 authorizes Hooper Corp., to complete additional construction services for the Canal Substation Circuit 6004 in the amount not to exceed \$2,058,346. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposal (RFP 18-206) seeking proposals from qualified Electric Utility Contractors to build and construct numerous hardening and reliability improvements on the City's electrical transmission and distribution systems. A total of six Electric Utility Contractors were selected by the evaluation committee to complete these services.

The Canal Substation 6001, 6003 & 6004 Circuits provide power to the western portion of the City's electrical distribution service area. The area serviced is bound by Congress Avenue on the east, Military Trail on the west, the L-10 canal on the north and the L-14 Canal on the south and includes areas of The Village of Palm Springs and un-incorporated Palm Beach County. The Canal Substation circuits provide power to approximately 5,900 customers.

On February 16, 2021 the City Commission approved Work Order No. 1 with Hooper Corp. to complete system hardening and reliability improvements on the Canal Substation Circuits 6001, 6003 & 6004. The scope of work under this Work Order included; replacement of deteriorated wood poles, replacement of steel cross-arms, removal of open-wire secondary & installation of insulated tri-plex secondary service wire, installation of animal-guards, replacement of damaged lightning arrestors, testing and remediation of system bonding and grounding conductors.

During the construction phase of the project and closer inspection additional problems with deteriorated poles and lengthy pole spans were identified that needed to be corrected, thereby increasing the number of poles to be replaced/added and additional hours under the contract. For example, problems with rotting wooden pole tops were not readily visible from the ground and became apparent while attempting to replace cross arms, remove old metal brackets supporting insulators, and remove old pole-top insulators for replacement. The scope of additional work included under this First Amendment includes but not limited to; removal and replacement of steel pole top pins, removal of additional open-wire secondary, installation of additional fiberglass cross-arms, replacement of additional rotten or deteriorated wood poles, addition of additional intermediate poles to reduce span widths to withstand higher storm winds, installation of additional down-guys & anchors, relocation/transfer of underground services, additional grounding, additional animal guards, removal & installation of transformers, underground conversion work from 4kV to 26kV in several locations, installation of additional insulated wire, service transfers

and Maintenance of Traffic (MOT) services for crew and public safety during the construction process.

At the onset of this project, the Canal Circuits were ranked in the top five (5) worst performing circuits. Through the course of the work, additional items were found requiring replacement and improvement to bring the circuits up to current system hardening and reliability improvement construction standards. To date the hardening of the 6004 circuit is 90% complete and is estimated that the remainder of the work will be completed within 45 to 60 days at a cost not to exceed \$2,058,346. The work performed in this area of the service territory has led to significant decreases in customer outages and the new equipment and hardened infrastructure will benefit customers for many years into the future.

MOTION:

Move to approve/disapprove First Amendment to Work Order No. 1 with Hooper Corp., for construction services for electric distribution System Hardening and Reliability Improvements at a cost not to exceed \$2,058,346.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment Work Order No. 1
Work Order No. 1

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	2,058,346	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	2,058,346	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 the account indicated below.

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Transmission	Distribution	Improve Other than Build / Infrastructure	SH2130	2,780,981	967,135	1,200,000	2,058,346	108,789

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
FIRST AMENDMENT TO WORK ORDER NO. 1
Canal Substation Circuits - 6004 Storm Hardening &
Reliability Improvements**

THIS FIRST AMENDMENT for System Hardening and Reliability Improvements ("First Amendment" hereafter) is made on , between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Hooper Corp.**, a Florida corporation ("Contractor").

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: **Canal Substation Circuit – 6004 Storm Hardening & Reliability Improvements** (the "Project"). The Project is more specifically described in the Contractors Request for Change Order prepared by **The Hooper Corp.**, dated **March 22, 2022**, and is attached hereto as **Exhibit "1"** and incorporated herein.

2.0 Scope

Under this Amendment, the Contractor will provide the City of Lake Worth with additional construction services for the Project as specified in the **Contractor's Request for Change Order attached hereto and incorporated herein as Exhibit "1"**. Additional services to be provided under this Amendment include but not limited to; Installation of additional poles, replacement of additional damaged poles, replacement of additional cross-arms, transformers & insulators; installation of additional animal guards, down-guys and transfer of services both overhead and underground.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Amendment shall be within **45** working days from the Effective Date of this Amendment. Final completion of all services and work (and all punch-list items (if any)) under this Amendment shall be within **60** working days from the Effective Date of this Amendment. The Effective Date of this Amendment is the date following the parties' execution of this Amendment 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 First Amendment, 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 First Amendment and the Contract Documents, and that the City will suffer financial loss if the services and work described in this First Amendment and the Contract Documents are not completed within the times specified in this First Amendment. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City **\$100** dollars (\$100.00) for each day that expires after the time specified

in this First Amendment.

4.0 Compensation

This First Amendment is issued for a not to exceed amount of \$ 2,058,345.63. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this First Amendment by the City: City to provide all materials.

5.0 Project Manager

The Project Manager for the Contractor is Omar Delgado, phone: 407-319-9951; email: ODelgado@hoopercorp.com; and, the Project Manager for the City is James Woolley, phone: 561-533-7384; email: jwoolley@Lakeworthbeachfl.gov.

6.0 Progress Meetings

The Contractor shall schedule bi-weekly 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 Amendment, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this First Amendment, 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 Amendment price within the Amendment stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

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

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

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

8.0 Warranty

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

7.0 Authorization

This Amendment is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated May 15, 2018 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this First Amendment and the Contract, the terms and conditions of the Contract shall prevail.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the System Hardening and Reliability Improvements Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

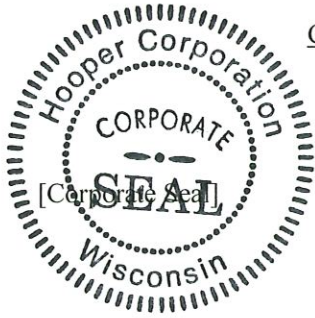
By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director



CONTRACTOR:

Hooper Corporation.

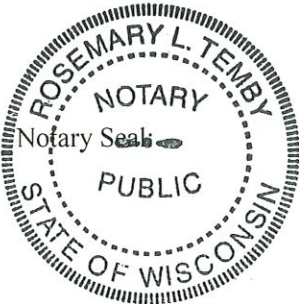
By: *G. Jacob Davie*

Print Name: G. Jacob Davie

Title: Vice President

STATE OF Wisconsin)
COUNTY OF Dane)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 14th day of June 2022, by G. Jacob Davie, as the Vice President [title] of **Hooper Corporation.**, 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.



Rosemary L. Temby
Notary Public Signature
My Commission Expires on 2/1/2023

EXHIBIT "1"
Contractors Request for Change Order



6450 Pederson Crossing Blvd
DeForest, WI 53532

Request for Change Order

Date: March 22, 2022

Project: Contract for System Hardening and Reliability Improvement
WO 1 Canal Substation Circuits - 6001, 6003 & 6004 Storm
Hardening & Reliability Improvements.

Change Order Request Number: 1

To: City of Lake Worth Beach

Reason for Request: Out of Scope Work to Harden Circuit 6001, 6003, & 6004

Item	Description	Total
1	Out of scope work on 6001 (See attached summary – 6001)	\$268,533.15
2	Out of scope work on 6003 (See attached summary – 6003)	\$1,186,552.35
3	Out of scope work on 6004 (See attached summary – 6004)	\$2,058,345.63

	Original Contract Amount	\$2,300,905.72
	Change Orders to Date	\$0.00
	Contract Amount Prior to this Change	\$2,300,905.72
	This Change Order Amount	\$3,513,431.13
	The New Contract Sum including this Change Order	\$5,814,336.85

CHANGE ORDER AMOUNT ITEMS 1	\$2,058,345.63
------------------------------------	-----------------------

Change Order Summary - Circuit 6004

Original Contract Amount 6004	\$1,481,035.90
Change Orders to Date 6004	\$0.00
Contract Amount Prior to this Change	\$1,481,035.90
This Change Order Amount 6004	\$2,058,345.63
The New Contract Sum including this Change Order	\$3,539,381.53

Item	Orig SOW (QTY or LF)	(a)	(b)	Equals (a)+(b)	Extended Dollar Amount
		Additional Qty Changed/Replaced	Additional to Replaced	Total	
Remove Steel pole top pins	320	300	50	350	\$35,700.00
Install Polymer insulator and pole top pin	320	300	50	350	\$71,400.00
Remove Open Wire Secondary	17,900	5,600	4500	10100	\$10,988.80
Remove Wood or Steel Xarms w/ insulators	131	75	18	93	\$31,620.00
Install Fiberglass xarm & Insulator	131	75	18	93	\$60,078.00
R/R Wood Poles (rotten)	47	244	35	279	\$535,666.05
Additional Wood Poles (reduce span width)	0	124	35	159	\$305,272.05
Install down guys and anchors	0	80	10	90	\$30,600.00
Relocate Underground services	0	185	12	197	\$107,168.00
Install additional pole grounding	0	368		368	\$100,096.00
Additional Wildlife protection at additional location	0	115		115	\$7,820.00
Remove & Install transformers	0	202		202	\$240,380.00
Additional UG Conversion Not in original SOW	0	\$208,111.65	\$72,000.00	\$280,111.65	\$280,111.65
After Hours Outages for customer(Manhours)	0	150	60	210	\$32,550.00
Future Conversion @ professional building and Medical Offices 3175 Congress	0		\$75,000.00	\$75,000.00	\$75,000.00
1/0 ACSR installed	0	1600		1600	\$2,176.00
4/0 MX Install	8000	1500	1200	2700	\$4,406.40
1/0 MX Install	0	1700		1700	\$2,543.20
House Service to retap at pole location	520			0	\$0.00
House Services transferred to new pole loction	94	315		315	\$85,680.00
MOT	\$0.00		\$27,500.00	\$27,500.00	\$27,500.00
Dumpster (Waste Management)	\$0.00	\$9,589.48	\$2,000.00	\$11,589.48	\$11,589.48
				0	\$0.00

\$2,058,345.63

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
WORK ORDER NO. 1
Canal Substation Circuits - 6001, 6003 & 6004 Storm Hardening &
Reliability Improvements**

THIS WORK ORDER for System Hardening and Reliability Improvements ("Work Order" hereafter) is made on 2/25/2021, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Hooper Corp.**, a Florida corporation ("Contractor").

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: **Canal Substation Circuits - 6001, 6003 & 6004 Storm Hardening & Reliability Improvements** (the "Project"). The Project is more specifically described in the proposal prepared by The Hooper Corp., dated February 2, 2021 and plans prepared by City of Lake Worth Beach and are incorporated herein by reference.

2.0 Scope

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

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **90** working days from the Effective Date of this Amendment. Final completion of all services and work (and all punch-list items (if any)) under this Amendment shall be within **110** working 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 **\$0** dollars (\$00.00) for each day that expires after the time specified in this Work Order.

4.0 Compensation

This Work Order is issued for a not to exceed amount of \$ 2,300,905.72 . The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: City to provide all materials

5.0 Project Manager

The Project Manager for the Contractor is Omar Delgado, phone: 407-319-9951; email: ODelgado@hoopercorp.com; and, the Project Manager for the City is James Woolley, phone: 561-533-7384; email: jwoolley@Lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Contractor's Representations

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

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

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

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

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

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

8.0 Warranty

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

7.0 Authorization

This Work Order is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated May 15, 2018 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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IN WITNESS WHEREOF the parties hereto have made and executed this Work Order No. 1 to the System Hardening and Reliability Improvements Agreement as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:



By: Melissa Ann Coyne C

MAC Deborah M. Andrea, City Clerk

By: Pam Triolo
Pam Triolo, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

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

CONTRACTOR:

Hooper Corp.,



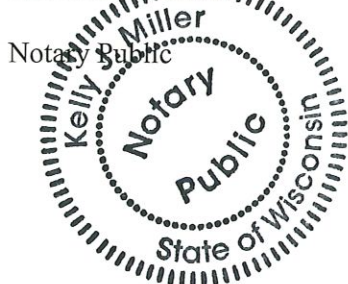
By: [Signature]

Print Name: David Miller

Title: Vice President

STATE OF Wisconsin
COUNTY OF Dane

The foregoing instrument was acknowledged before me this 5th day of Feb, 2021, by David Miller, who was physically present, as Vice President (title), of The Hooper Corp., which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Drivers License as identification.



[Signature]
Print Name: Kelly J Miller
My commission expires: April 10, 2024

EXHIBIT "1"
Contractors Proposal



February 2, 2021

City of Lake Worth Beach
Electric Utilities Department
1900 2nd Ave. North
Lake Worth, FL 33461

RE: Canal Substation 6001, 6003 and 6004 Reliability Improvement

Mr. Gill,

Hooper Corporation is in receipt of Request for pricing Sheet Removal & Hardening – 6001, 6003 & 6004 rev.1 and Canal Sub Circuit Maps 6001, 6003 & 6004. The latest revision was received on 2/1/2021.

I have attached the completed pricing sheet, Clarification & Exceptions and copy of Canal Substation Circuit map for your review.

Hooper realizes there are many items in the scope that may need to be addressed in the field during the construction process with the assistance and coordination of the CLWB.

Our plan includes providing documentation of each individual pole prior to and after work is finished.

As I stated in our conference call on February 1, 2021, our Number 1 goal is Safety, followed by Quality and Productivity.

Our pricing is based on:

- 3 - Four man crews
- 1 - General Foreman.
- 3 – Bucket trucks
- 2 – Digger Derricks
- 2 – Backyard Machines
- 1 – Wire Cart.

These crews would be working 50 – 60 hours a week.

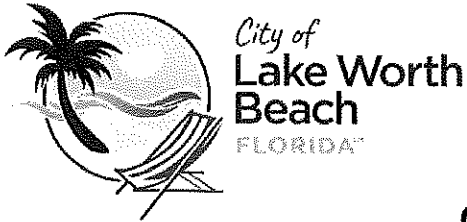
The billing rate for these crews, working a 50 hour week, would be approximately \$75,000.00 per week based on our current contract. If work started no later than the first week of March and a limited number of Saturdays were worked, based on the estimate we provided, our crews could work through August to complete the known repairs scope and any other maintenance items discovered but not yet documented, such as pole or transformed replacements.

Thank you for the opportunity to provide pricing on this project. We look forward to working with you and your team on this project and on future projects. If you have any questions or need further discussion on our proposal, please don't hesitate to call me.

Thanks,

A handwritten signature in cursive script that reads "Gary Shortridge".

Gary Shortridge



ELECTRIC UTILITIES DEPARTMENT
1900 2ND AVENUE NORTH
LAKE WORTH BEACH, FL 33461

City of Lake Worth Beach, Florida

Request for Pricing Instructions

Canal Substation 6001, 6003, 6004 Reliability Improvements

1. Introduction

2. Contracted Parties

- Owner – City of Lake Worth Beach
1900 2nd AVE North
Lake Worth, FL 33461

Project Manager(s): James Woolley (561-533-7384)
jwoolley@lakeworthbeachfl.gov

Robert Pirson
rpiron@lakeworthbeachfl.gov

Distribution Engineer(s): Robert Pirson
rpiron@lakeworthbeachfl.gov
Jean St.Simon (561-586-1699)
jssimon@lakeworthbeachfl.gov

Construction Managers: James Woolley (561-533-7384)
jwoolley@lakeworthbeachfl.gov
Jean St. Simon (561-586-1699)
jssimon@lakeworthbeachfl.gov

Vegetation Management: Ed Wamsley (561-225-4027)

Consulting Engineer: Power Engineers

3. Review Project Scope of Work:

- a. CLWB Circuit Maps: 6001, 6003 & 6004
- b. Remove/Replace steel cross-arms with fiberglass cross-arms
- c. Remove/Replace open-wire secondary with 4/0 triplex
- d. Install animal guards:

- i. Middle Φ on cross-arms/vertical/Modified-vertical construction
 - ii. Install insulated bird-wire on transformers, fuse switches and LA's
 - iii. Install eel-guard on feeder jumpers/junctions
- e. Replace blown or damaged LA's
- f. Remove/Replace deteriorated wood cross-arms as needed
- g. Remove/Replace deteriorated wood poles; CLWB approval required
- h. Remove/Replace leaking or deteriorated transformers; CLWB approval required
- i. Test all ground rod locations; maximum 25 Ohm's, record per location
- j. Repair/replace missing/damaged pole bonds
- k. Replace broken or missing down-guys
- l. Inform CLWB team areas requiring vegetation management
- m. Contractor to coordinate all planned outages;
 - i. Hang door notices 72 hours in advanced
 - ii. Provide CLWB with outage schedule, address & location
- n. Contractor shall be responsible for all property, landscaping, grassed and sidewalk restoration as needed.
- o. Contractor shall be responsible for all Maintenance of Traffic and required MOT permits as needed.
- p. CLWB to provide all materials
- q. CLWB to provide circuit maps and construction standards for reference

Canal Substation 6001, 6003, 6004

Reliability Improvements

1. Quote Instructions: Shall be in accordance with RFP 18-206 and the Contract Documents.
Pricing shall be provided for all labor and equipment to be utilized to complete the project.
2. Terms and Conditions: Shall be in accordance with RFP 18-206 and the Contract Documents
3. Time of Completion: Substantial completion in 90 Business Days, Final Completion in 110 Business Days upon issuance of NTP or Purchase Order.
4. Quotes shall be submitted electronically via e-mail to :
Michael Jenkins: mjenkins@lakeworthbeachfl.gov with copy (CC) to Paul Nicholas
pnicholas@lakeworthbeachfl.gov

During the quote process, all questions regarding the Canal Substation 6001, 6003, 6004

Reliability Improvements for pricing shall be sent to Michael Jenkins:

mjenkins@lakeworthbeachfl.gov with copy (CC) to Paul Nicholas

pnicholas@lakeworthbeachfl.gov

5. **Submission Deadline**

Day/Date: Tuesday February 2nd, 2021

Time: 3:00 pm

**Location: Electronic submission to
mjenkins@lakeworthbeachfl.gov
pnicholas@lakeworthbeachfl.gov**

6. Submittal shall be clearly noted in email subject line "**Canal Substation 6001, 6002, 6003, 6004 Reliability Improvements**"
7. **Submissions shall be completed utilizing the attached Bid Tab**

Bid Tab & Schedule of Unit Prices

Canal Substation 6001, 6003, 6004 Reliability Improvements

Bid of: Hooper Corporation

(Bidder Name)

Total Bid Amount: \$ \$2,300,905.72

(Input Dollar Figure Here)

Two Million Three Hundred Thousand Nine Hundred Five and ----- 72/100 Dollars

(Write Dollar Figure Here)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Estimated T&M 6001	1	LS	\$123,272.90	\$123,272.90
3	Estimated MOT 6001	1	LS	See Clarifications	
4	Estimated Restoration 6001	1	LS		
5	Estimated T&M 6003	1	LS	\$696,596.92	\$696,596.92
6	Estimated MOT 6003	1	LS	See Clarifications	
7	Estimated Restoration 6003	1	LS		
8	Estimated T&M 6004	1	LS	\$1,481,035.90	\$1,481,035.90
9	Estimated MOT 6004	1	LS	See Clarifications	
10	Estimated Restoration 6004	1	LS		
11	Pole Replacement 50/1 (accessible/pole only)	1	EA	\$1,255.72	\$1,255.72
12	Pole Replacement 45/1 (inaccessible/pole only)	1	EA	\$2,300.75	\$2,300.75
BID TOTAL:					\$2,300,905.72



February 2, 2021

Clarifications and Exception for work on Circuits 6001, 6003 & 6004

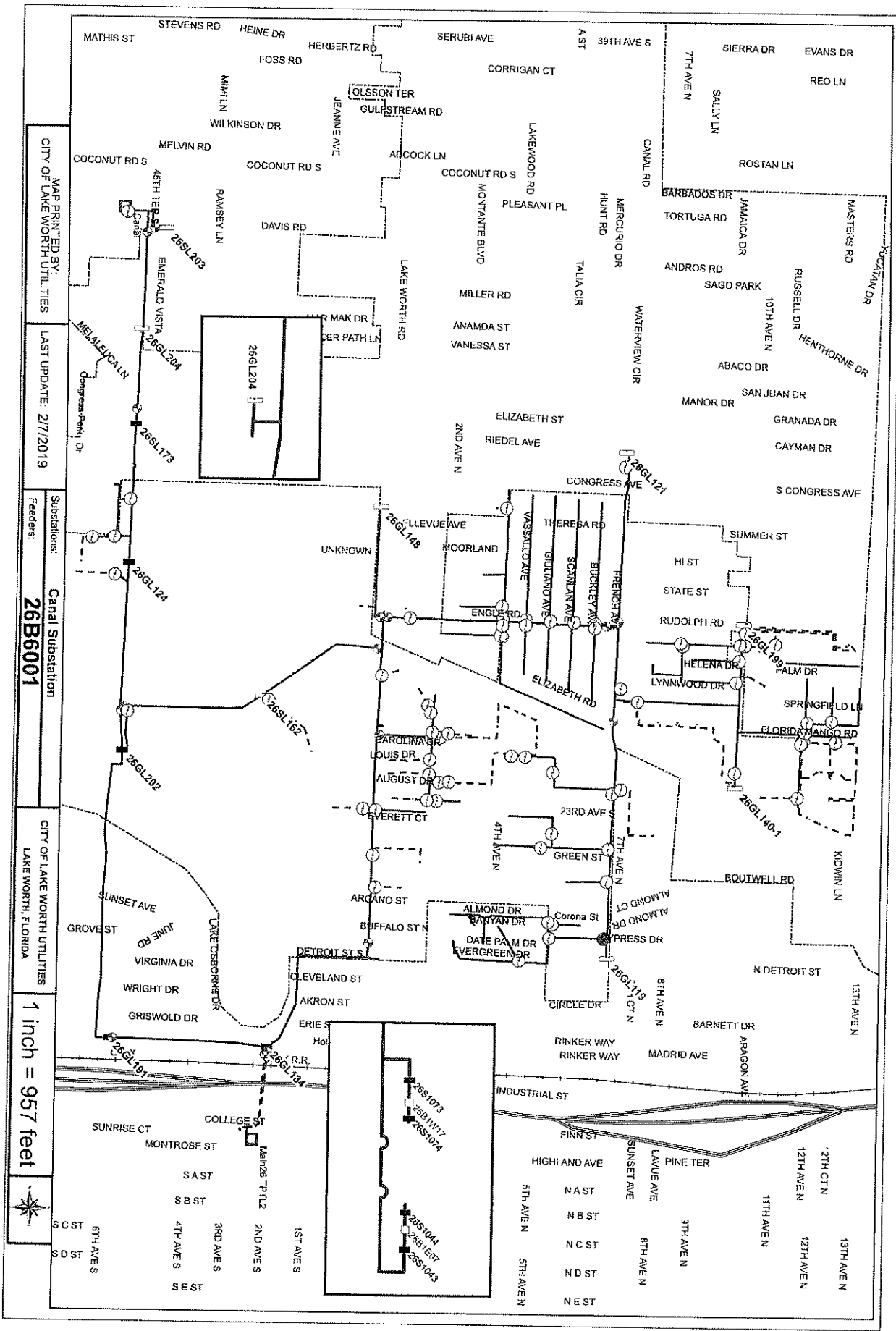
City of Lake Worth

- All work is based on the notes provided by the City. (Notes are attached.)
- Hooper reviewed each circuit with notes and maps provided, the notes addressed:
 - Number of poles in lead.
 - Number of poles with steel.
 - Number of spans of secondary to replace.
- The following items are estimated quantities:
 - Install animal guards:
 - Middle phase on cross-arms/vertical/Modified-vertical
 - Install insulated bird-wire on transformers, fuse switches and LA's
 - Install eel-guard on feeder jumper/junctions
 - Replace blown or damaged LA's
 - Remove/Replace deteriorated wood cross-arms as needed.
 - Remove/Replace deteriorated wood poles; CLWB approval required.
 - Remove/Replace leaking or deteriorated transformer; CLWB approval required
 - Test all ground rod locations; maximum 25 Ohm's, record per location
 - Repair/replace missing/damaged pole bonds.
 - Replace broken or missing down-guys.
- Hooper will provide all labor, equipment and tooling for this project.
- Work is based on a 50 - 60 hour work week.
- Hooper is assuming (3) 4 person crews, with a General Foreman for work on these circuits.
- The following equipment will be required and supplied:

- (3) – 55' Buckets
 - (2) – Backyard Buckets
 - (2) – Digger Derrick
 - (4) – Pickups
 - (1) – Wire trailer
- All tree trimming will be performed by City with advanced notice of at least 48 hours.
 - Hooper shall notify City 72 hours in advance of any required outages.
 - Hooper is not responsible for any permits.
 - City of Lake Worth will provide all material for this project.
 - City will provide any required training for switching or clearances.
 - Hooper will notify the City of any poles that need to be replaced prior to work. Several poles have pole tops in very bad condition.
 - Hooper will notify City of any transformer location that may need to be replaced.
 - City of Lake Worth will provide a laydown yard (show-up).
 - City of Lake Worth will provide access to Right of Way.
 - Estimate doesn't include additional traffic control or flaggers that may be required. If additional traffic control is required, Hooper will hire a third party contractor to perform these duties and submit invoice plus 10% to CLWB for re-imbusement.

6001

- ① 5th 1 to Wright Dr. P 22 S 22
- ② Wright Dr to Emerald Vista P 41 S 17
- ③ 4th to Frances Park 2661 202 to 2651 142 P 11 S 8
- ④ 4522 Congress Habitations Center P 8 S 7



MAP PRINTED BY:
CITY OF LAKE WORTH UTILITIES

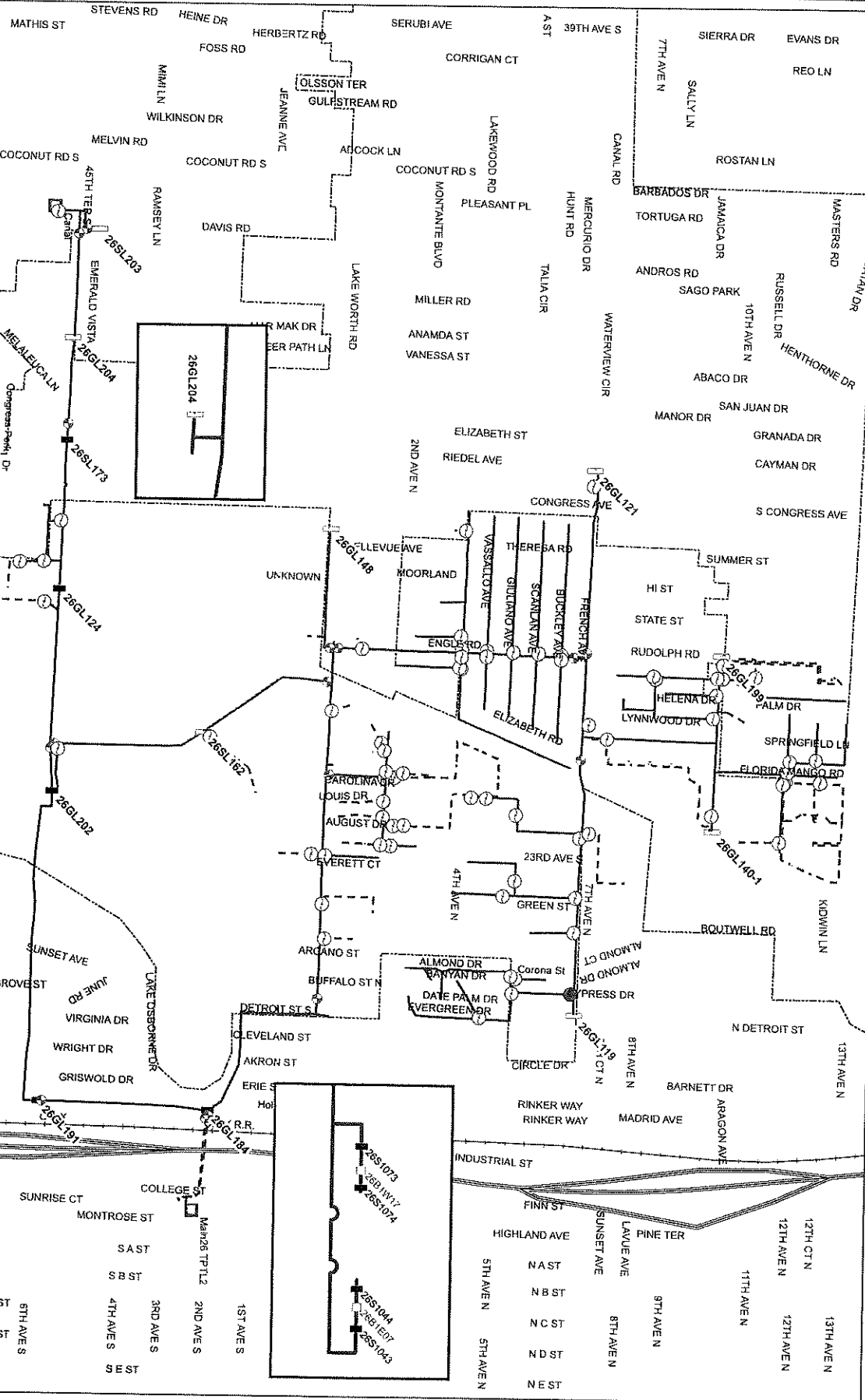
LAST UPDATE: 2/7/2019

Substations:
Canal Substation

Feeders:
26B6001

CITY OF LAKE WORTH UTILITIES
LAKE WORTH, FLORIDA

1 inch = 957 feet

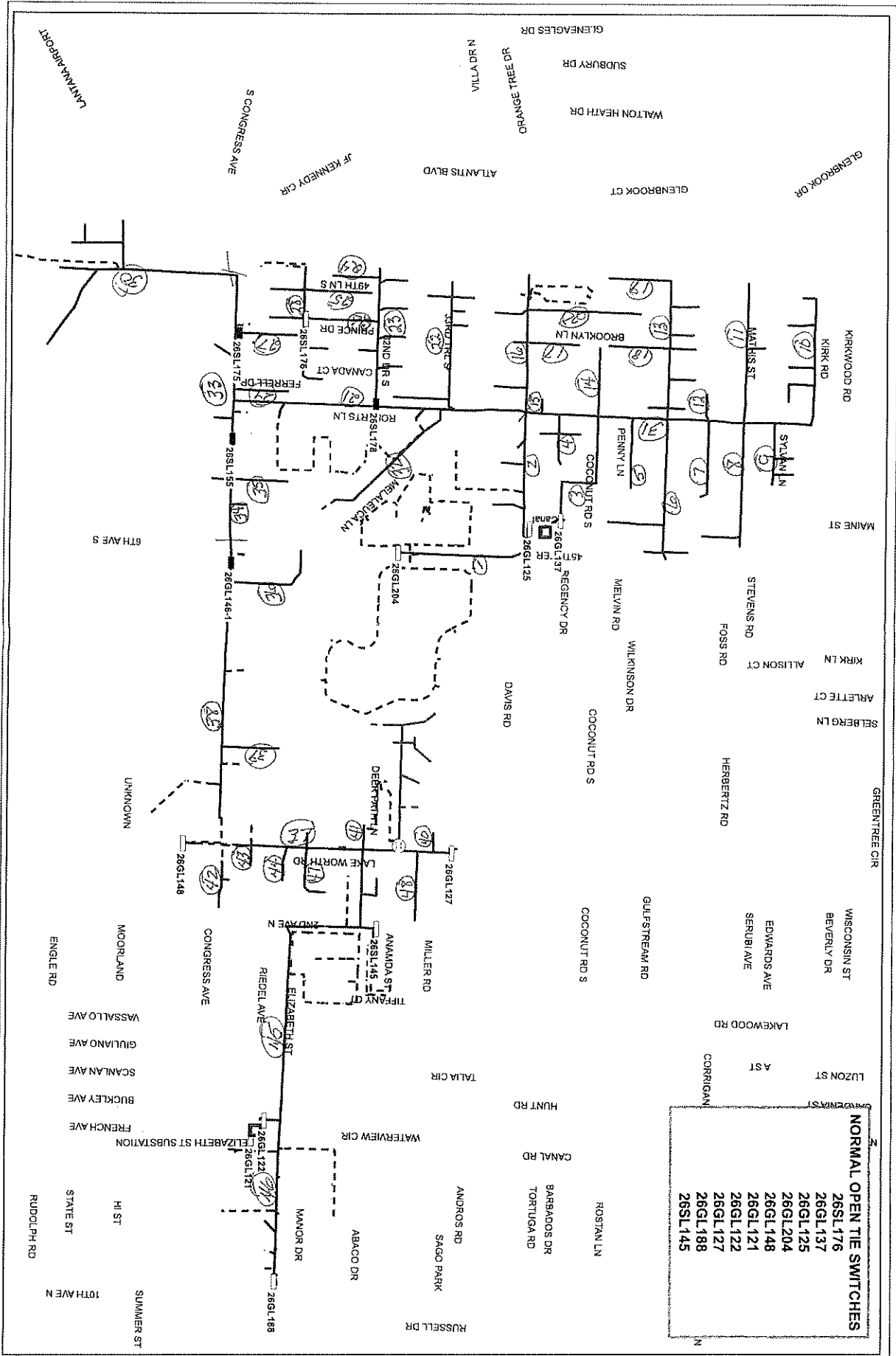


	P	S	Open Wire
① 26 GL 204 to Davis TRANSMISSION Poles	6	0	0
② Canal to Melaleuca on Davis	11	2	
③ Canal sub to coconut to Melaleuca	10	1	0
④ No NAME	7	3	0
⑤ Penny Ln	5	1	3
⑥ Gulfstream NORTH SIDE Melaleuca	15	7	0
⑦ Mulberry NORTH SIDE Melaleuca	5	3	5
⑧ Mathis NORTH SIDE MELALEUCA	10	9	9
⑨ Sylvan NORTH side Melaleuca	10	9	4
⑩ Kirt Rd south of Melaleuca	18	15	2
⑪ Mathis south side of Melaleuca	14	7	10
⑫ Mulberry south side Melaleuca	2	2	2
⑬ Gulfstream south side Melaleuca	25	12	0
⑭ Coconut South side Melaleuca	4	4	0
⑮ No NAME	1	1	0
⑯ Davis Rd South side Melaleuca	20	8	0
⑰ Brooklyn	4	0	0
⑱ Brooklyn	5	5	0
⑲ Brooklyn	5	0	0
⑳ Brooklyn	10	0	5
㉑ Davis to Congress South side Roberts.	17	2	0
㉒ 39 th TR 5	21	11	0
㉓ 32 nd Dr 5	19	11	0
㉔ 47 th LN 5 South side	4	0	0
㉕ 47 LN 5 North side	4	3	0
㉖ Prince South side	7	3	3

	P	S	Open Wire
(27) PRINCE DR N side	4	1	0
(28) 49 th WNS to Roberts E side Paetzold	13	6	2
(29) Ferrel DR N side	4	4	0
(30) John Prince Park Road	16	8	0
(31) KWC Rd to Davis S side Malabar	19	14	0
(32) CONGRESS PARK S side Malabar	9	4	0
(33) 6 th AVE S to 5051 CONGRESS	19	6	0
(34) 4611 CONGRESS N side	2	0	0
(35) 4611 CONGRESS S side	7	0	0
(36) Congress go west at Wings Plus	9	0	0
(37) LW Rd Davis to Congress	14	7	0
(38) LW Rd to 6 th AVE S	18	7	0
(39) 4163 CONGRESS State Farm	5	5	0
(40) No NAME	2	2	0
(41) 3230 LW Rd	3	0	0
(42) LW Rd to 2nd AVE N	6	2	0
(43) S A gas Station	1	1	0
(44) 3133 LW Rd	2	1	0
(45) LW Rd to Elizabeth Sub	31	2	0
(46) Elizabeth Sub to 10 th AVE N	19	12	0
(47) 3155 LW Rd	6	2	0
(48) 3898 2nd AVE N	7	3	0

	P	\$	Open Wire
① 26 GL 204 to Davis TRANSMISSION Poles	6	0	0
② Canal to Melaleuca on Davis	11	2	
③ Canal sub to coconut to Melaleuca	10	1	0
④ No NAME	7	3	0
⑤ Penny Ln	5	1	3
⑥ Gulfstream NORTH SIDE Melaleuca.	15	7	0
⑦ Mulberry NORTH SIDE Melaleuca	5	3	5
⑧ Mathis NORTH SIDE Melaleuca	10	9	9
⑨ Sylvan NORTH side Melaleuca	10	9	4
⑩ Kirk Rd south of Melaleuca	18	15	2
⑪ Mathis south side of Melaleuca	14	7	10
⑫ Mulberry south side Melaleuca	2	2	2
⑬ Gulfstream south side Melaleuca	25	12	0
⑭ Coconut South side Melaleuca	4	4	0
⑮ No NAME	1	1	0
⑯ Davis Rd south side Melaleuca	20	8	0
⑰ Brooklyn	4	0	0
⑱ Brooklyn	5	5	0
⑲ Brooklyn	5	0	0
⑳ Brooklyn	10	0	5
㉑ Davis to Congress south side Roberts.	17	2	0
㉒ 33 rd TR 5	21	11	0
㉓ 32 nd Dr 5	19	11	0
㉔ 47 th LNS south side	4	0	0
㉕ 49 LNS North side	4	3	0
㉖ Pounce South side	7	3	3

		P	S	Open Wine
27	PRINCE DR N side	4	1	0
28	49 th LN S to Roberts E side Paetzold	13	6	2
29	Ferrel DR N side	4	4	0
30	John Prince Park Road	16	8	0
31	Kirk Rd to Davis S side Melaleuca	19	14	0
32	Congress Park S side Melaleuca	9	4	0
33	6 th AVE S to 5051 Congress	19	6	0
34	4611 Congress N side	2	0	0
35	4611 Congress S side	7	0	0
36	Congress go west at Wings Plus	9	0	0
37	6W Rd Davis to Congress	14	7	0
38	6W Rd to 6 th AVE S	18	7	0
39	4163 Congress State Farm	5	5	0
40	No NAME	2	2	0
41	3230 6W Rd	3	0	0
42	6W Rd to 2nd AVE N	6	2	0
43	S A gas Station	1	1	0
44	3133 6W Rd	2	1	0
45	6W Rd to Elizabeth Sub	31	2	0
46	Elizabeth Sub to 10 th AVE N	19	12	0
47	3155 6W Rd	6	2	0
48	3898 2nd AVE N	7	3	0



NORMAL OPEN THE SWITCHES

26SL 176
26GL 137
26GL 125
26GL 204
26GL 148
26GL 121
26GL 122
26GL 127
26GL 188
26SL 145

	Location	Stall	open w/c	NO OF Poles
①	Price St	2	3	6
②	W/Oubart	5	5	14
③	42 nd WAYS	12	6	22
④	NO NAME WEST SIDE	2	4	6
⑤	Cooley EAST SIDE	OK	OK	5
⑥	Cooley	2	4	6
⑦	NO NAME	OK	OK	1
⑧	Kirk Rd	9	0	22
⑨	Randolph	4	0	6
⑩	Sherr CT EAST SIDE	4	0	5
⑪	Sherr CT	5	0	6
⑫	Seiberg LN	1	0	10
⑬	Arlette	4	0	5
⑭	Kirk LN SINGLE	OK	OK	5
⑮	Intial including 45 th LN	4	0	8
⑯	Steven Rd to Sub	6	0	20
⑰	Allison South side	5	0	8
⑱	Allison N side	5	0	5
⑲	Holdins	1	0	8
⑳	NO NAME	0	0	1
㉑	Herhenty	8	5	29
㉒	OLSSON E Side	1	0	4
㉓	Foss	4	18	21
㉔	Gulfstreams	10	8	31
㉕	Coconut	3	7	19
㉖	NO NAME	0	0	4
㉗	Davis Rd	12	0	38

	Steel	open wire	Poles
28 Military to Kuk	11	0	19
29 Kuk to 4th Pole N of Davis	13	0	20
30 No NAME	0	0	2
31 Miller Rd	9	0	11
32 Vanessa to Davis	8	0	8
33 NW to ballewood	3	0	12
34 No Name	6	0	7
35 2nd AOE N to WAKEWOOD on Coconut	11	0	15
36 LW Rd to WAKEWOOD on Gulfstream	6	0	7
37 No NAME	1	0	3
38 Courtyard	9	9	11
39 SERUBI to LW Rd	1	2	4
40 SERUBI to WAKEWOOD	6	6	6
41 Edwards	5	0	12
42 Edwards W side	1	8	11
43 Kuk to Davis on WAKEWOOD	9	0	21
44 Kuk Rd	10	10	10
45 Beverly	6	6	10
46 Wisconsin	6	4	9
47 Home Depot	0	0	10
48 El Bodegon	0	0	6
49 Payless	1	0	1
50 Coconut E side	1		1
51 No NAME	3	4	5
52 Hunt Rd S side	4	4	5
53 Hunt Rd N side	5	5	5
54 Mercurio	1	0	2

	Steel	open wire	Poles
55	Canal 5	0	6
56	Coconut W side 6	0	19
57	No NAMES 0	0	1
58	CORRIGAN 13	11	19
59	CORRIGAN W side 6	5	7
60	Kirk E side 11	0	20
61	Luyon S side 5	0	8
62	Luyon N side 8	0	10
63	Davis Leeward to 10 th AVE N 4	0	16
64	Jamca + Barbados 10	5	14
65	Tortuga East 6	5	8
66	Tortuga West 2	6	6
67	Morgan Way 0	4	4
68	Waterways 4	0	11
69	No NAME 1	0	2
70	West side Summer 1	0	13
71	East side Summer 10	0	11
72	East side HI 8	0	13
73	East side STATE 11	0	12
74	^{North of 10 AVE N} EAST side Summer 10	0	13
75	2889 10 th AVE N 10 8	0	10 8
76	2925 10 AVE N 0	0	11
77	Cayman E side 2 4	0	14 6
78	Granada E side 1	0	6
79	Henthorne 3	0	19
80	Abaco W side 8		10
81	West side SAN JUAN 6		11

	Pole	Steel	Wire
82 East Side SAN JUAN	3	2	0
83 Russell N side	4	3	0
84 Russell	8	3	0
85 Yucatan	13	10	0
86 Masters S side	4	1	0
87 Masters N side	5	4	0
88 Palm springs School	19	15	0
89 Andros	6	2	6
90 Sago Park	14	4	14
91 Herk throne W side	8	6	0
92 Manor Dr	8	3	7
93 10 th ADEN Rudolph to Davis	39	10	0

Name:
Address:



CFN 20210108575

OR BK 32271 PG 0086
RECORDED 03/10/2021 09:42:44
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 0086 - 907 (5pgs)

City of Lake Worth Beach
Financial Services

FEB 16 2021

EXHIBIT "C"
PUBLIC CONSTRUCTION BOND FORMS

Record and Return to:

CITY OF LAKE WORTH
PAYMENT AND PERFORMANCE BOND
(Pursuant to sec. 255.05, Fla. Stat.)

Surety Bond No. 354225781

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Name: Hooper Corporation
Principal Business Address:
2030 Pennsylvania Avenue, Madison, WI 53704
Telephone Number: (608) 271-3900

SURETY:

Name: Liberty Mutual Insurance Company
Principal Business Address
175 Berkeley Street, Boston, MA 02116
Telephone Number: (715) 261-5711

OWNER:

City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460
(561) 586-1600

CONTRACT: System Hardening and Reliability Improvement Program

Contract Work Order No: 1

Date: February 2, 2021

Amount: Two Million Three Hundred Thousand Nine Hundred Five and 72/100 Dollars (\$2,300,905.72)

Description (Name and Location): Canal Substation Circuits - City of Lake Worth Beach, FL

General Description of Work: Canal Substation Circuits - 6001, 6003 & 6004 Storm Hardening & Reliability Improvements

BOND

Date (not earlier than Work Order Date): February 10, 2021

Amount: Two Million Three Hundred Thousand Nine Hundred Five and 72/100 Dollars (\$2,300,905.72)

Modifications to this Bond Form: None

BY THIS BOND, we, Hooper Corporation as Principal, and Liberty Mutual Insurance Company, a corporation, as Surety, are bound to the **City of Lake Worth, Florida**, herein called Owner, in the sum of \$2,300,905.72 for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

3/10/21
JM

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the work set forth in the above noted Work Order and as further required in the **System Hardening and Reliability Improvement Program** Construction Services Contract dated May 15, 2018, between Principal and Owner, with the Work Order, the Contract and all Contract Documents (as defined in the Contract) being made a part of this Bond by reference and hereafter referred to as the "Contract Documents", at the times and in the manner prescribed in the Contract Documents; and
2. Promptly makes payments to all claimants, as defined in section 713.01, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Work Order and in accordance with the Contract Documents; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under the Work Order and in accordance with the Contract Documents for the time specified in the Contract Documents, then this Bond is void, otherwise it remains in full force.

Whenever the Principal is declared by Owner to be in default under the Contract Documents, or whenever the Contract Documents have been terminated by default of the Principal, the Surety shall:

- a. Complete the work under the Work Order and Contract Documents in accordance with their terms and conditions; or,
- b. Obtain a bid or bids for submission to the Owner for completing the work under the Work Order and Contract Documents in accordance with their terms and conditions, and upon determination by the Owner and Surety of the best value bidder, arrange for a contract between such bidder and the Owner and make available sufficient funds to pay the costs of completion less the balance of the contract price and other costs and damages for which the Surety may be liable hereunder; but not exceeding the amount set forth above. The term "balance of the contract price" shall mean the total amount payable by the Owner to the Principal under the Work Order and any amendments or change orders thereto, less the amount properly paid by Owner to Principal.

The Surety expressly agrees to be bound by all Contract Documents terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract.

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorneys' fees, engineering and architectural fees or other professional service which the Owner may incur or which may accrue or be imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of its sub-contractors, agents, servants and/or employees, in, about or on account of the work and performance of the work in accordance with the Contract Documents by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or any changes do not affect Surety's obligation under this Bond.

This Bond shall remain in full force and effect through the warranty period provided in the Contract Documents.

Dated on: February 10, 2021

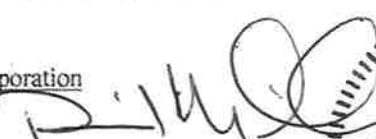
(If sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary only will attest and affix seal).

Signed and sealed this 10th day of February, ~~20~~ 2021




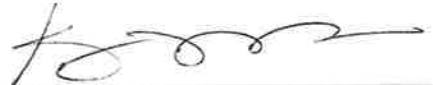
Witness






Hooper Corporation
Principal
David Miller, Vice President
Title
(Corporate Seal)





Witness

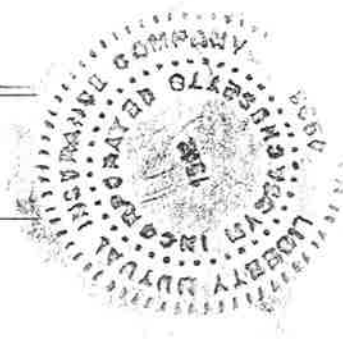
Liberty Mutual Insurance Company
Surety



Attorney-in-Fact
(Attach Power of Attorney)

Bradley S. Babcock
Print Name

(Corporate Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202708-984216

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley S. Babcock; Kimberly L. Babcock; Eric Ruedebusch

all of the city of Grafton state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of December, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of February, 2021.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**LIBERTY MUTUAL INSURANCE
COMPANY**

**Is hereby authorized to transact
insurance in the State of Florida.**

**This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.**

**Date of Issuance: October 11, 1918
No. 91-04-1543470**



**Tom Gallagher
Treasurer and Insurance Commissioner**



STATE OF FLORIDA - PALM BEACH COUNTY

**I hereby certify that the foregoing is a
true copy of the record in my office with
redactions, if any as required by law.**

THIS 10 DAY OF March, 20 21

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT & COMPTROLLER**

**By: 
Deputy Clerk**

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: June 28, 2022

DEPARTMENT: Electric Utility

TITLE:

Second Amendment to Hooper Corp. Work Order No. 1

SUMMARY:

This Second Amendment to Work Order No. 1 authorizes Hooper Corp., to complete additional construction services for the Canal Substation Circuits 6001 and 6003 in the amount not to exceed \$1,455,086. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposal (RFP 18-206) seeking proposals from qualified Electric Utility Contractors to build and construct numerous hardening and reliability improvements on the City's electrical transmission and distribution systems. A total of six Electric Utility Contractors were selected by the evaluation committee to complete these services.

The Canal Substation 6001, 6003 & 6004 Circuits provide power to the western portion of the City's electrical distribution service area. The area serviced is bound by Congress Avenue on the east, Military Trail on the west, the L-10 canal on the north and the L-14 Canal on the south and includes areas of The Village of Palm Springs and un-incorporated Palm Beach County. The Canal Substation circuits provide power to approximately 5,900 customers.

On February 16, 2021 the City Commission approved Work Order No. 1 with Hooper Corp. to complete system hardening and reliability improvements on the Canal Substation Circuits 6001, 6003 & 6004. The scope of work under this Work Order included; replacement of deteriorated wood poles, replacement of steel cross-arms, removal of open-wire secondary & installation of insulated tri-plex secondary service wire, installation of animal-guards, replacement of damaged lightning arrestors, testing and remediation of system bonding and grounding conductors.

During the construction phase on similar areas in our system closer inspection revealed additional problems with deteriorated poles and lengthy pole spans were identified that needed to be corrected, thereby increasing the number of poles to be replaced/added and additional hours under the contract. For example, problems with rotting wooden pole tops that were not readily visible from the ground and became apparent while attempting to replace cross arms, remove old metal brackets supporting insulators, and remove old pole-top insulators for replacement. Based on experience gained from work performed to date on similar portions of the system, additional work has been determined to be needed to continue with the system hardening and reliability improvements. The additional work required which will increase the quantity of labor hours and

costs should be noted at this time. The scope of additional work included under this Amendment includes but is not limited to; removal and replacement of steel pole top pins, removal of additional open-wire secondary, installation of additional fiberglass cross-arms, replacement of additional rotten or deteriorated wood poles, addition of new poles to reduce span width, installation of additional down-guys & anchors, relocation/transfer of underground services, additional grounding, additional wildlife protection, removal & installation of transformers, installation of additional insulated wire, service transfers, street light transfers and Maintenance of Traffic (MOT) services.

At the onset of this project, the Canal Circuits were ranked in the top five (5) of the poorest performing circuits in the service territory. With the work done so to date the performance of the hardened areas has improved significantly. To date the 6001 and 6003 circuits are 30% complete and is estimated the remainder of the work will be completed within 12 to 14 months at a cost not to exceed \$1,455,086.

MOTION:

Move to approve/disapprove Second Amendment to Work Order No. 1 with Hooper Corp., for construction services for electric distribution System Hardening and Reliability Improvements at a cost not to exceed \$1,455,086.

ATTACHMENT(S):

Fiscal Impact Analysis
 Second Amendment Work Order No. 1
 Work Order No. 1

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	1,455,086	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	1,455,086	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 the account indicated below.

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Transmission	Distribution	Improve Other than Build / Infrastructure	SH2130	2,780,981	967,135	1,800,000	1,455,086	344,914

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
SECOND AMENDMENT TO WORK ORDER NO. 1
Canal Substation Circuits – 6001 & 6003 Storm Hardening &
Reliability Improvements**

THIS SECOND AMENDMENT for System Hardening and Reliability Improvements (“First Amendment” hereafter) is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City”) and **Hooper Corp.**, a Florida corporation (“Contractor”).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: **Canal Substation Circuit – 6001 & 6003 Storm Hardening & Reliability Improvements** (the “Project”). The Project is more specifically described in the Contractors Request for Change Order prepared by **The Hooper Corp.**, dated **March 22, 2022**, and is attached hereto as **Exhibit “1”** and incorporated herein.

2.0 Scope

Under this Amendment, the Contractor will provide the City of Lake Worth with additional construction services for the Project as specified in the **Contractor’s Request for Change Order attached hereto and incorporated herein as Exhibit “1”**. Additional services to be provided under this Amendment include but not limited to; Installation of additional poles, replacement of additional damaged poles, replacement of additional cross-arms, transformers & insulators; installation of additional animal guards, down-guys and transfer of services both overhead and underground.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Amendment shall be within **270** working days from the Effective Date of this Amendment. Final completion of all services and work (and all punch-list items (if any)) under this Amendment shall be within **305** working days from the Effective Date of this Amendment. The Effective Date of this Amendment is the date following the parties' execution of this Amendment 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 First Amendment, 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 First Amendment and the Contract Documents, and that the City will suffer financial loss if the services and work described in this First Amendment and the Contract Documents are not completed within the times specified in this First Amendment. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City **\$100** dollars (\$100.00) for each day that expires after the time specified

in this First Amendment.

4.0 Compensation

This First Amendment is issued for a not to exceed amount of \$ 1,455,085.50. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this First Amendment by the City: City to provide all materials.

5.0 Project Manager

The Project Manager for the Contractor is Omar Delgado, phone: 407-319-9951; email: ODelgado@hoopercorp.com; and, the Project Manager for the City is James Woolley, phone: 561-533-7384; email: jwoolley@Lakeworthbeachfl.gov.

6.0 Progress Meetings

The Contractor shall schedule bi-weekly 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 Amendment, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this First Amendment, 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 Amendment price within the Amendment stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

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

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

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

8.0 Warranty

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

7.0 Authorization

This Amendment is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated May 15, 2018 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this First Amendment 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 Amendment to the System Hardening and Reliability Improvements 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:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director



CONTRACTOR: **Hooper Corporation.**

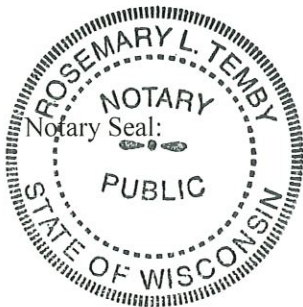
By: *G. Jacob Davie*

Print Name: G. Jacob Davie

Title: Vice President

STATE OF Wisconsin)
COUNTY OF Dane)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 14th day of June 2022, by G. Jacob Davie, as the Vice President [title] of **Hooper Corporation.**, 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.



Rosemary L. Temby
Notary Public Signature
My Commission Expires on: 2/1/2023

EXHIBIT "1"
Contractors Request for Change Order



6450 Pederson Crossing Blvd
DeForest, WI 53532

Request for Change Order

Date: March 22, 2022

Project: Contract for System Hardening and Reliability Improvement
WO 1 Canal Substation Circuits - 6001, 6003 & 6004 Storm
Hardening & Reliability Improvements.

Change Order Request Number: 1

To: City of Lake Worth Beach

Reason for Request: Out of Scope Work to Harden Circuit 6001, 6003, & 6004

Item	Description	Total
1	Out of scope work on 6001 (See attached summary – 6001)	\$268,533.15
2	Out of scope work on 6003 (See attached summary – 6003)	\$1,186,552.35
3	Out of scope work on 6004 (See attached summary – 6004)	\$2,058,345.63

Original Contract Amount	\$2,300,905.72
Change Orders to Date	\$0.00
Contract Amount Prior to this Change	\$2,300,905.72
This Change Order Amount	\$3,513,431.13
The New Contract Sum including this Change Order	\$5,814,336.85

CHANGE ORDER AMOUNT ITEMS 1 & 2	\$1,455,085.50
--	-----------------------

Change Order Summary - Circuit 6001

Orginal Contract Amount 6001	\$123,272.90
Change Orders to Date 6001	\$0.00
Contract Amount Prior to this Change	\$123,272.90
This Change Order Amount 6001	\$268,533.15
The New Contract Sum including this Change Order	\$391,806.05

Item	Orig SOW (QTY or LF)	(a) (b)		Total	
		Additional Qty Changed/ Replaced	Additional to Replaced		
Remove Steel pole top pins	38	0		0.00	\$0.00
Install Polymer insulator and pole top pin	38	0		0.00	\$0.00
Remove Open Wire Secondary	8790	0		0.00	\$0.00
Remove Wood or Steel Xarms w/ insulators	0	0		0.00	\$0.00
Install Fiberglass xarm & Insulator	0	31		31.00	\$20,026.00
R/R Wood Poles (rotten)	0	31		31.00	\$59,518.45
Additional Wood Poles (reduce span width)	0	61		61.00	\$117,116.95
Straighten Wood Pole	0	3		3.00	\$4,080.00
Install down guys and anchors	4	40		40.00	\$13,600.00
Relocate Underground services	0	17		17.00	\$9,248.00
Install additional pole grounding	3	61		61.00	\$16,592.00
Additional Wildlife protection at additional location		0		0.00	\$0.00
Remove & Install transformers	0	42		42.00	\$49,980.00
Change out Porcelain Insulators	42	89		89.00	\$24,208.00
Customer Outages - Commercial Manhours	0	180		180.00	\$24,480.00
Remove Automatic Sleeve & Install compression sleeve	0	6		6.00	\$2,040.00
Install Guy Insulator	0	4		4.00	\$544.00
4/0 MX Install	1465	0		0.00	\$0.00
1/0 MX Install	0	0		0.00	\$0.00
House Service to retap at pole location	28	0		0.00	\$0.00
House Services transferred to new pole loction	0	72		72.00	\$19,584.00
MOT	0	15		15.00	\$9,693.75
Dumpster (Waste Management)	0	1		1.00	\$2,500.00
600 amp Disconnect I&R w/ Jumpers	0	0		0.00	\$0.00
Transfer St. Light	0.00	19.00		19.00	\$4,522.00
Remove Location 1,2,&3 from scope. MH Hours		-1200.00		-1200.00	-\$109,200.00

\$268,533.15

Change Order Summary - Circuit 6003

Orginal Contract Amount 6003	\$696,596.92
Change Orders to Date 6003	\$0.00
Contract Amount Prior to this Change	\$696,596.92
This Change Order Amount 6003	\$1,186,552.35
The New Contract Sum including this Change Order	\$1,883,149.27

Item	Orig SOW (QTY or LF)	(a)	(b)	Equals (a) +(b)	Extended Dollar Amount
		Additional Qty Changed/ Replaced	Additional to Replaced	Total	
Remove Steel pole top pins	126	35		35	\$3,570.00
Install Polymer insulator and pole top pin	126	35		35	\$7,140.00
Remove Open Wire Secondary	11200	2450		2450	\$2,665.60
Remove Wood or Steel Xarms w/ insulators	45	57		57	\$19,380.00
Install Fiberglass xarm & Insulator	45	57		57	\$36,822.00
R/R Wood Poles (rotten)	0	193		193	\$370,550.35
Additional Wood Poles (reduce span width)	0	35		35	\$67,198.25
Straighten Wood Pole	0	6		6	\$8,160.00
Install down guys and anchors	42	124		124	\$42,160.00
Relocate Underground services	0	51		51	\$27,744.00
Install additional pole grounding	45	228		228	\$62,016.00
Additional Wildlife protection at additional location	377	60		60	\$4,080.00
Remove & Install transformers	0	125		125	\$148,750.00
Change out Porcelain Insulators	361	526		526	\$143,072.00
Customer Outages - Commercial Manhours	0	420		420	\$57,120.00
Remove Automatic Sleeve & Install compression sleeve	0	54		54	\$18,360.00
Install Guy Insulator	0	48		48	\$6,528.00
4/0 MX Install	5600	1825		1825	\$2,978.40
1/0 MX Install	0	0		0	\$0.00
House Service to retap at pole location	168	24		24	\$3,264.00
House Services transferred to new pole loction	0	257		257	\$69,904.00
MOT	0	111		111	\$71,733.75
Dumpster (Waste Management)	0	1		1	\$2,500.00
600 amp Disconnect I&R w/ Jumpers	0	6		6	\$3,240.00
Transfer St. Light	26.00	32.00		32	\$7,616.00

\$1,186,552.35

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
WORK ORDER NO. 1
Canal Substation Circuits - 6001, 6003 & 6004 Storm Hardening &
Reliability Improvements**

THIS WORK ORDER for System Hardening and Reliability Improvements ("Work Order" hereafter) is made on 2/25/2021, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Hooper Corp.**, a Florida corporation ("Contractor").

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: **Canal Substation Circuits - 6001, 6003 & 6004 Storm Hardening & Reliability Improvements** (the "Project"). The Project is more specifically described in the proposal prepared by The Hooper Corp., dated February 2, 2021 and plans prepared by City of Lake Worth Beach and are incorporated herein by reference.

2.0 Scope

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

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **90** working days from the Effective Date of this Amendment. Final completion of all services and work (and all punch-list items (if any)) under this Amendment shall be within **110** working 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 **\$0** dollars (\$00.00) for each day that expires after the time specified in this Work Order.

4.0 Compensation

This Work Order is issued for a not to exceed amount of \$ 2,300,905.72 . The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: City to provide all materials

5.0 Project Manager

The Project Manager for the Contractor is Omar Delgado, phone: 407-319-9951; email: ODelgado@hoopercorp.com; and, the Project Manager for the City is James Woolley, phone: 561-533-7384; email: jwoolley@Lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Contractor's Representations

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

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

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

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

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

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

8.0 Warranty

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

7.0 Authorization

This Work Order is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated May 15, 2018 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have made and executed this Work Order No. 1 to the System Hardening and Reliability Improvements Agreement as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:



By: Melissa Ann Coyne C

MAC Deborah M. Andrea, City Clerk

By: Pam Triolo
Pam Triolo, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

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

CONTRACTOR:

Hooper Corp.,



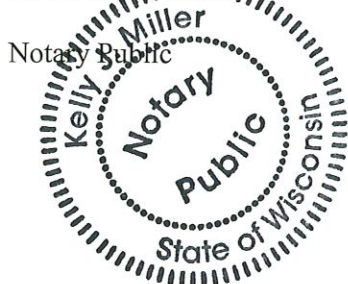
By: [Signature]

Print Name: David Miller

Title: Vice President

STATE OF Wisconsin
COUNTY OF Dane

The foregoing instrument was acknowledged before me this 5th day of Feb, 2021, by David Miller, who was physically present, as Vice President (title), of The Hooper Corp., which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Drivers License as identification.



[Signature]
Print Name: Kelly J Miller
My commission expires: April 10, 2024

EXHIBIT "1"
Contractors Proposal



February 2, 2021

City of Lake Worth Beach
Electric Utilities Department
1900 2nd Ave. North
Lake Worth, FL 33461

RE: Canal Substation 6001, 6003 and 6004 Reliability Improvement

Mr. Gill,

Hooper Corporation is in receipt of Request for pricing Sheet Removal & Hardening – 6001, 6003 & 6004 rev.1 and Canal Sub Circuit Maps 6001, 6003 & 6004. The latest revision was received on 2/1/2021.

I have attached the completed pricing sheet, Clarification & Exceptions and copy of Canal Substation Circuit map for your review.

Hooper realizes there are many items in the scope that may need to be addressed in the field during the construction process with the assistance and coordination of the CLWB.

Our plan includes providing documentation of each individual pole prior to and after work is finished.

As I stated in our conference call on February 1, 2021, our Number 1 goal is Safety, followed by Quality and Productivity.

Our pricing is based on:

- 3 - Four man crews
- 1 - General Foreman.
- 3 – Bucket trucks
- 2 – Digger Derricks
- 2 – Backyard Machines
- 1 – Wire Cart.

These crews would be working 50 – 60 hours a week.

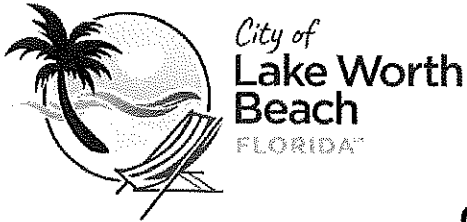
The billing rate for these crews, working a 50 hour week, would be approximately \$75,000.00 per week based on our current contract. If work started no later than the first week of March and a limited number of Saturdays were worked, based on the estimate we provided, our crews could work through August to complete the known repairs scope and any other maintenance items discovered but not yet documented, such as pole or transformed replacements.

Thank you for the opportunity to provide pricing on this project. We look forward to working with you and your team on this project and on future projects. If you have any questions or need further discussion on our proposal, please don't hesitate to call me.

Thanks,

A handwritten signature in cursive script that reads "Gary Shortridge".

Gary Shortridge



ELECTRIC UTILITIES DEPARTMENT
1900 2ND AVENUE NORTH
LAKE WORTH BEACH, FL 33461

City of Lake Worth Beach, Florida

Request for Pricing Instructions

Canal Substation 6001, 6003, 6004 Reliability Improvements

1. Introduction

2. Contracted Parties

- Owner – City of Lake Worth Beach
1900 2nd AVE North
Lake Worth, FL 33461

Project Manager(s): James Woolley (561-533-7384)
jwoolley@lakeworthbeachfl.gov

Robert Pirson
rpiron@lakeworthbeachfl.gov

Distribution Engineer(s): Robert Pirson
rpiron@lakeworthbeachfl.gov
Jean St.Simon (561-586-1699)
jssimon@lakeworthbeachfl.gov

Construction Managers: James Woolley (561-533-7384)
jwoolley@lakeworthbeachfl.gov
Jean St. Simon (561-586-1699)
jssimon@lakeworthbeachfl.gov

Vegetation Management: Ed Wamsley (561-225-4027)

Consulting Engineer: Power Engineers

3. Review Project Scope of Work:

- a. CLWB Circuit Maps: 6001, 6003 & 6004
- b. Remove/Replace steel cross-arms with fiberglass cross-arms
- c. Remove/Replace open-wire secondary with 4/0 triplex
- d. Install animal guards:

- i. Middle Φ on cross-arms/vertical/Modified-vertical construction
 - ii. Install insulated bird-wire on transformers, fuse switches and LA's
 - iii. Install eel-guard on feeder jumpers/junctions
- e. Replace blown or damaged LA's
- f. Remove/Replace deteriorated wood cross-arms as needed
- g. Remove/Replace deteriorated wood poles; CLWB approval required
- h. Remove/Replace leaking or deteriorated transformers; CLWB approval required
- i. Test all ground rod locations; maximum 25 Ohm's, record per location
- j. Repair/replace missing/damaged pole bonds
- k. Replace broken or missing down-guys
- l. Inform CLWB team areas requiring vegetation management
- m. Contractor to coordinate all planned outages;
 - i. Hang door notices 72 hours in advanced
 - ii. Provide CLWB with outage schedule, address & location
- n. Contractor shall be responsible for all property, landscaping, grassed and sidewalk restoration as needed.
- o. Contractor shall be responsible for all Maintenance of Traffic and required MOT permits as needed.
- p. CLWB to provide all materials
- q. CLWB to provide circuit maps and construction standards for reference

Canal Substation 6001, 6003, 6004

Reliability Improvements

1. Quote Instructions: Shall be in accordance with RFP 18-206 and the Contract Documents.
Pricing shall be provided for all labor and equipment to be utilized to complete the project.
2. Terms and Conditions: Shall be in accordance with RFP 18-206 and the Contract Documents
3. Time of Completion: Substantial completion in 90 Business Days, Final Completion in 110 Business Days upon issuance of NTP or Purchase Order.
4. Quotes shall be submitted electronically via e-mail to :
Michael Jenkins: mjenkins@lakeworthbeachfl.gov with copy (CC) to Paul Nicholas
pnicholas@lakeworthbeachfl.gov

During the quote process, all questions regarding the Canal Substation 6001, 6003, 6004

Reliability Improvements for pricing shall be sent to Michael Jenkins:

mjenkins@lakeworthbeachfl.gov with copy (CC) to Paul Nicholas

pnicholas@lakeworthbeachfl.gov

5. **Submission Deadline**

Day/Date: Tuesday February 2nd, 2021

Time: 3:00 pm

**Location: Electronic submission to
mjenkins@lakeworthbeachfl.gov
pnicholas@lakeworthbeachfl.gov**

6. Submittal shall be clearly noted in email subject line "**Canal Substation 6001, 6002, 6003, 6004 Reliability Improvements**"

7. **Submissions shall be completed utilizing the attached Bid Tab**

Bid Tab & Schedule of Unit Prices

Canal Substation 6001, 6003, 6004 Reliability Improvements

Bid of: Hooper Corporation

(Bidder Name)

Total Bid Amount: \$ \$2,300,905.72

(Input Dollar Figure Here)

Two Million Three Hundred Thousand Nine Hundred Five and ----- 72/100 Dollars

(Write Dollar Figure Here)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Estimated T&M 6001	1	LS	\$123,272.90	\$123,272.90
3	Estimated MOT 6001	1	LS	See Clarifications	
4	Estimated Restoration 6001	1	LS		
5	Estimated T&M 6003	1	LS	\$696,596.92	\$696,596.92
6	Estimated MOT 6003	1	LS	See Clarifications	
7	Estimated Restoration 6003	1	LS		
8	Estimated T&M 6004	1	LS	\$1,481,035.90	\$1,481,035.90
9	Estimated MOT 6004	1	LS	See Clarifications	
10	Estimated Restoration 6004	1	LS		
11	Pole Replacement 50/1 (accessible/pole only)	1	EA	\$1,255.72	\$1,255.72
12	Pole Replacement 45/1 (inaccessible/pole only)	1	EA	\$2,300.75	\$2,300.75
BID TOTAL:					\$2,300,905.72



February 2, 2021

Clarifications and Exception for work on Circuits 6001, 6003 & 6004

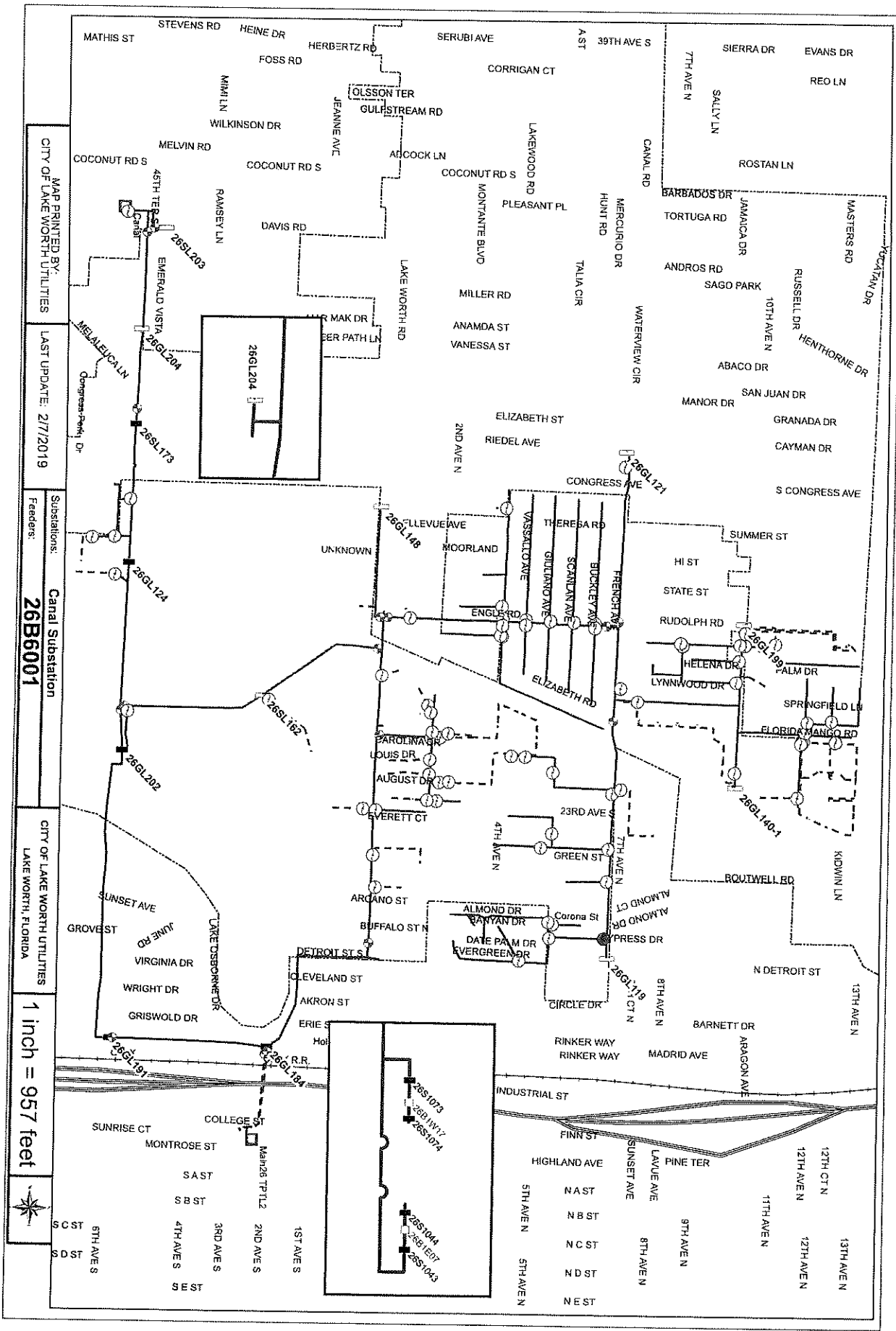
City of Lake Worth

- All work is based on the notes provided by the City. (Notes are attached.)
- Hooper reviewed each circuit with notes and maps provided, the notes addressed:
 - Number of poles in lead.
 - Number of poles with steel.
 - Number of spans of secondary to replace.
- The following items are estimated quantities:
 - Install animal guards:
 - Middle phase on cross-arms/vertical/Modified-vertical
 - Install insulated bird-wire on transformers, fuse switches and LA's
 - Install eel-guard on feeder jumper/junctions
 - Replace blown or damaged LA's
 - Remove/Replace deteriorated wood cross-arms as needed.
 - Remove/Replace deteriorated wood poles; CLWB approval required.
 - Remove/Replace leaking or deteriorated transformer; CLWB approval required
 - Test all ground rod locations; maximum 25 Ohm's, record per location
 - Repair/replace missing/damaged pole bonds.
 - Replace broken or missing down-guys.
- Hooper will provide all labor, equipment and tooling for this project.
- Work is based on a 50 - 60 hour work week.
- Hooper is assuming (3) 4 person crews, with a General Foreman for work on these circuits.
- The following equipment will be required and supplied:

- (3) – 55' Buckets
- (2) – Backyard Buckets
- (2) – Digger Derrick
- (4) – Pickups
- (1) – Wire trailer
- All tree trimming will be performed by City with advanced notice of at least 48 hours.
- Hooper shall notify City 72 hours in advance of any required outages.
- Hooper is not responsible for any permits.
- City of Lake Worth will provide all material for this project.
- City will provide any required training for switching or clearances.
- Hooper will notify the City of any poles that need to be replaced prior to work. Several poles have pole tops in very bad condition.
- Hooper will notify City of any transformer location that may need to be replaced.
- City of Lake Worth will provide a laydown yard (show-up).
- City of Lake Worth will provide access to Right of Way.
- Estimate doesn't include additional traffic control or flaggers that may be required. If additional traffic control is required, Hooper will hire a third party contractor to perform these duties and submit invoice plus 10% to CLWB for re-imburement.

6001

- ① 5th 1 To Wright Dr. P 22 S 22
- ② Wright Dr to Emerald Vista P 41 S 17
- ③ 4th to Frances Park 2661 202 to 2651 142 P 11 S 8
- ④ 4522 Congress Habitations Center P 8 S 7

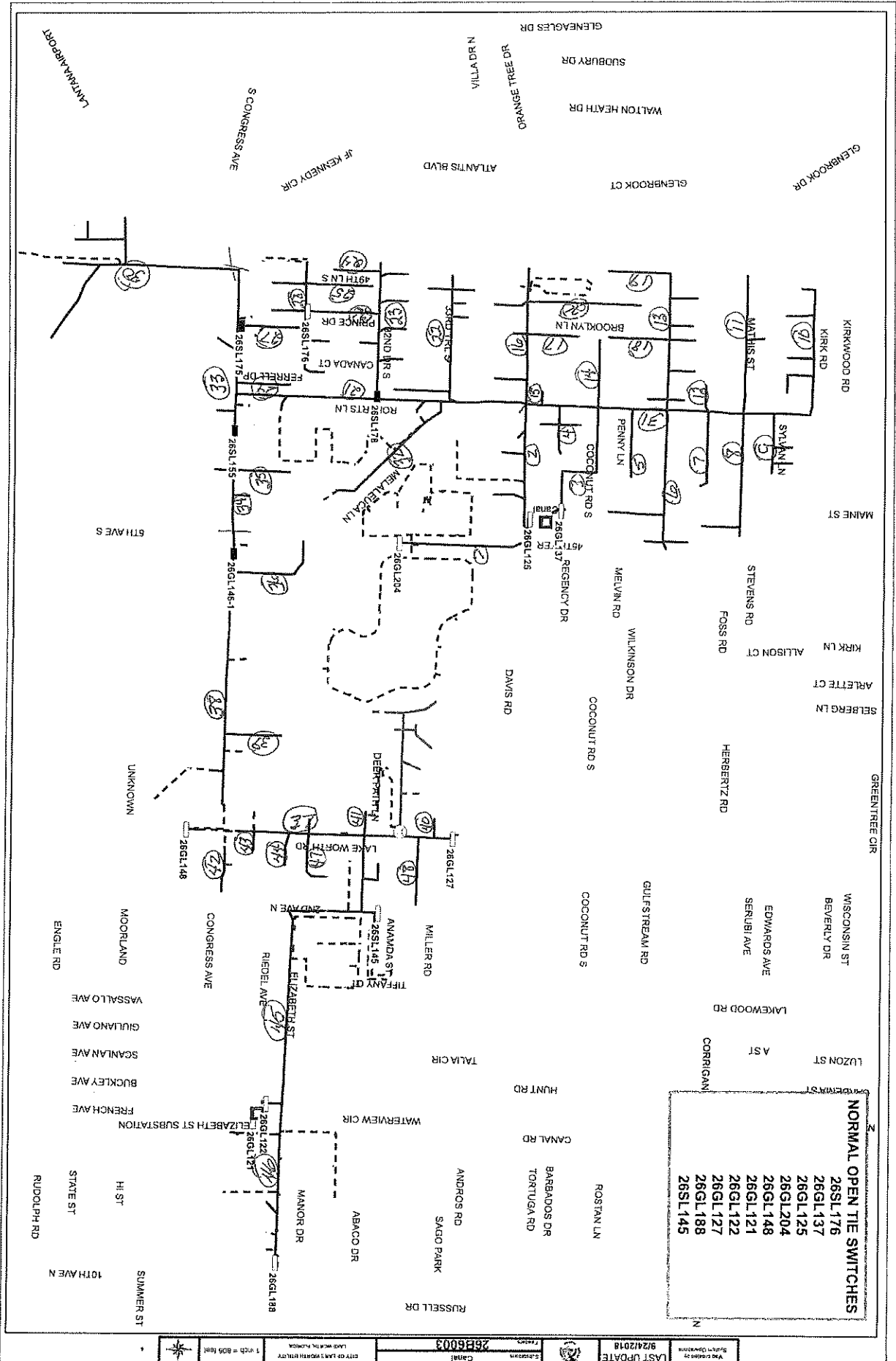


	P	S	Open Wire
① 26 GL 204 to Davis TRANSMISSION Poles	6	0	0
② Canal to Melaleuca on Davis	11	2	
③ Canal sub to coconut to Melaleuca	10	1	0
④ No NAME	7	3	0
⑤ Penny Ln	5	1	3
⑥ Gulstream NORTH SIDE Melaleuca	15	7	0
⑦ Mulberry NORTH SIDE Melaleuca	5	3	5
⑧ Mathis NORTH SIDE Melaleuca	10	9	9
⑨ Sylvan NORTH side Melaleuca	10	9	4
⑩ Kirt Rd south of Melaleuca	18	15	2
⑪ Mathis south side of Melaleuca	14	7	10
⑫ Mulberry south side Melaleuca	2	2	2
⑬ Gulstream south side Melaleuca	25	12	0
⑭ Coconut South side Melaleuca	4	4	0
⑮ No NAME	1	1	0
⑯ Davis Rd South side Melaleuca	20	8	0
⑰ Brooklyn	4	0	0
⑱ Brooklyn	5	5	0
⑲ Brooklyn	5	0	0
⑳ Brooklyn	10	0	5
㉑ Davis to Congress South side Roberts.	17	2	0
㉒ 39 th TR S	21	11	0
㉓ 32 nd Dr S	19	11	0
㉔ 47 th LNS South side	4	0	0
㉕ 47 th LNS North side	4	3	0
㉖ Prince South side	7	3	3

	P	S	Open Wire
(27) PRINCE DR N side	4	1	0
(28) 49 th WNS to Roberts E side Paetzold	13	6	2
(29) Ferrel DR N side	4	4	0
(30) John Prince Park Road	16	8	0
(31) KWC Rd to Davis S side Malabar	19	14	0
(32) CONGRESS PARK S side Malabar	9	4	0
(33) 6 th AVE S to 5051 CONGRESS	19	6	0
(34) 4611 CONGRESS N side	2	0	0
(35) 4611 CONGRESS S side	7	0	0
(36) Congress go west at Wings Plus	9	0	0
(37) LW Rd Davis to Congress	14	7	0
(38) LW Rd to 6 th AVE S	18	7	0
(39) 4163 CONGRESS State Farm	5	5	0
(40) No NAME	2	2	0
(41) 3230 LW Rd	3	0	0
(42) LW Rd to 2nd AVE N	6	2	0
(43) S A gas Station	1	1	0
(44) 3133 LW Rd	2	1	0
(45) LW Rd to Elizabeth Sub	31	2	0
(46) Elizabeth Sub to 10 th AVE N	19	12	0
(47) 3155 LW Rd	6	2	0
(48) 3898 2nd AVE N	7	3	0

	P	\$	Open Wire
① 26 GL 204 to Davis TRANSMISSION Poles	6	0	0
② Canal to Melaleuca on Davis	11	2	
③ Canal sub to coconut to Melaleuca	10	1	0
④ No NAME	7	3	0
⑤ Penny Ln	5	1	3
⑥ Gulfstream NORTH SIDE Melaleuca.	15	7	0
⑦ Mulberry NORTH SIDE Melaleuca	5	3	5
⑧ Mathis NORTH SIDE Melaleuca	10	9	9
⑨ Sylvan NORTH side Melaleuca	10	9	4
⑩ Kirk Rd south of Melaleuca	18	15	2
⑪ Mathis south side of Melaleuca	14	7	10
⑫ Mulberry south side Melaleuca	2	2	2
⑬ Gulfstream south side Melaleuca	25	12	0
⑭ Coconut South side Melaleuca	4	4	0
⑮ No NAME	1	1	0
⑯ Davis Rd South side Melaleuca	20	8	0
⑰ Brooklyn	4	0	0
⑱ Brooklyn	5	5	0
⑲ Brooklyn	5	0	0
⑳ Brooklyn	10	0	5
㉑ Davis to Congress South side Roberts.	17	2	0
㉒ 33 rd TR 5	21	11	0
㉓ 32 nd Dr 5	19	11	0
㉔ 47 th LNS South side	4	0	0
㉕ 49 LNS North side	4	3	0
㉖ Pounce South side	7	3	3

		P	S	Open Wine
27	PRINCE DR N side	4	1	0
28	49 th LN S to Roberts E side Paetzold	13	6	2
29	Ferrel DR N side	4	4	0
30	John Prince Park Road	16	8	0
31	Kirk Rd to Davis S side Melaleuca	19	14	0
32	Congress Park S side Melaleuca	9	4	0
33	6 th AVE S to 5051 Congress	19	6	0
34	4611 Congress N side	2	0	0
35	4611 Congress S side	7	0	0
36	Congress go west at Wings Plus	9	0	0
37	6W Rd Davis to Congress	14	7	0
38	6W Rd to 6 th AVE S	18	7	0
39	4163 Congress State Farm	5	5	0
40	No NAME	2	2	0
41	3230 6W Rd	3	0	0
42	6W Rd to 2nd AVE N	6	2	0
43	S A gas Station	1	1	0
44	3133 6W Rd	2	1	0
45	6W Rd to Elizabeth Sub	31	2	0
46	Elizabeth Sub to 10 th AVE N	19	12	0
47	3155 6W Rd	6	2	0
48	3898 2nd AVE N	7	3	0



- NORMAL OPEN TIE SWITCHES**
- 28SL176
 - 26GL137
 - 28GL125
 - 26GL204
 - 26GL148
 - 28GL121
 - 26GL122
 - 26GL127
 - 26GL188
 - 26SL145

	Location	Stall	open w/c	NO OF Poles
①	Price St	2	3	6
②	W/Oubart	5	5	14
③	42 nd WAYS	12	6	22
④	NO NAME WEST SIDE	2	4	6
⑤	Cooley EAST SIDE	OK	OK	5
⑥	Cooley	2	4	6
⑦	NO NAME	OK	OK	1
⑧	Kirk Rd	9	0	22
⑨	Randolph	4	0	6
⑩	Sherr CT EAST SIDE	4	0	5
⑪	Sherr CT	5	0	6
⑫	Seiberg LN	1	0	10
⑬	Arlette	4	0	5
⑭	Kirk LN SINGLE	OK	OK	5
⑮	Intial including 45 th LN	4	0	8
⑯	Steven Rd to Sub	6	0	20
⑰	Allison South side	5	0	8
⑱	Allison N side	5	0	5
⑲	Holdins	1	0	8
⑳	NO NAME	0	0	1
㉑	Herberty	8	5	29
㉒	OLSSON E Side	1	0	4
㉓	Foss	4	18	21
㉔	Gulfstreams	10	8	31
㉕	Coconut	3	7	19
㉖	NO NAME	0	0	4
㉗	Davis Rd	12	0	38

	Steel	open wire	Poles
28 Military to Kuk	11	0	19
29 Kuk to 4th Pole N of Davis	13	0	20
30 No NAME	0	0	2
31 Miller Rd	9	0	11
32 Vanessa to Davis	8	0	8
33 NW to ballewood	3	0	12
34 No Name	6	0	7
35 2nd AOE N to WAKEWOOD on Coconut	11	0	15
36 LW Rd to WAKEWOOD on Gulfstream	6	0	7
37 No NAME	1	0	3
38 Courtyard	9	9	11
39 SERUBI to LW Rd	1	2	4
40 SERUBI to WAKEWOOD	6	6	6
41 Edwards	5	0	12
42 Edwards W side	1	8	11
43 Kuk to Davis on WAKEWOOD	9	0	21
44 Kuk Rd	10	10	10
45 Beverly	6	6	10
46 Wisconsin	6	4	9
47 Home Depot	0	0	10
48 El Bodegon	0	0	6
49 Payless	1	0	1
50 Coconut E side	1		1
51 No NAME	3	4	5
52 Hunt Rd S side	4	4	5
53 Hunt Rd N side	5	5	5
54 Mercurio	1	0	2

	Steel	open wire	Poles
55	Canal 5	0	6
56	Coconut W side 6	0	19
57	No NAMES 0	0	1
58	CORRIGAN 13	11	19
59	CORRIGAN W side 6	5	7
60	Kirk E side 11	0	20
61	Luyon S side 5	0	8
62	Luyon N side 8	0	10
63	Davis Leeward to 10 th AVE N 4	0	16
64	Jamca + Barbados 10	5	14
65	Tortuga East 6	5	8
66	Tortuga West 2	6	6
67	Morgan Way 0	4	4
68	Waterways 4	0	11
69	No NAME 1	0	2
70	West side Summer 1	0	13
71	East side Summer 10	0	11
72	East side HI 8	0	13
73	East side STATE 11	0	12
74	^{North of 10 AVE N} EAST side Summer 10	0	13
75	2889 10 th AVE N 10 8	0	10 8
76	2925 10 AVE N 0	0	11
77	Cayman E side 2 4	0	14 6
78	Granada E side 1	0	6
79	Henthorne 3	0	19
80	Abaco W side 8		10
81	West side SAN JUAN 6		11

	Pole	Steel	Wire
82 East Side SAN JUAN	3	2	0
83 Russell N side	4	3	0
84 Russell	8	3	0
85 Yucatan	13	10	0
86 Masters S side	4	1	0
87 Masters N side	5	4	0
88 Palm springs School	19	15	0
89 Andros	6	2	6
90 Sago Park	14	4	14
91 Herk throne W side	8	6	0
92 Manor Dr	8	3	7
93 10 th ADEN Rudolph to Davis	39	10	0

Name:
Address:



CFN 20210108575

OR BK 32271 PG 0086
RECORDED 03/10/2021 09:42:44
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 0086 - 907 (5pgs)

City of Lake Worth Beach
Financial Services

FEB 16 2021

EXHIBIT "C"
PUBLIC CONSTRUCTION BOND FORMS

Record and Return to:

CITY OF LAKE WORTH
PAYMENT AND PERFORMANCE BOND
(Pursuant to sec. 255.05, Fla. Stat.)

Surety Bond No. 354225781

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Name: Hooper Corporation
Principal Business Address:
2030 Pennsylvania Avenue, Madison, WI 53704
Telephone Number: (608) 271-3900

SURETY:

Name: Liberty Mutual Insurance Company
Principal Business Address
175 Berkeley Street, Boston, MA 02116
Telephone Number: (715) 261-5711

OWNER:

City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460
(561) 586-1600

CONTRACT: System Hardening and Reliability Improvement Program

Contract Work Order No: 1

Date: February 2, 2021

Amount: Two Million Three Hundred Thousand Nine Hundred Five and 72/100 Dollars (\$2,300,905.72)

Description (Name and Location): Canal Substation Circuits - City of Lake Worth Beach, FL

General Description of Work: Canal Substation Circuits - 6001, 6003 & 6004 Storm Hardening & Reliability Improvements

BOND

Date (not earlier than Work Order Date): February 10, 2021

Amount: Two Million Three Hundred Thousand Nine Hundred Five and 72/100 Dollars (\$2,300,905.72)

Modifications to this Bond Form: None

BY THIS BOND, we, Hooper Corporation as Principal, and Liberty Mutual Insurance Company, a corporation, as Surety, are bound to the **City of Lake Worth, Florida**, herein called Owner, in the sum of \$2,300,905.72 for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

3/10/21
JM

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the work set forth in the above noted Work Order and as further required in the **System Hardening and Reliability Improvement Program** Construction Services Contract dated May 15, 2018, between Principal and Owner, with the Work Order, the Contract and all Contract Documents (as defined in the Contract) being made a part of this Bond by reference and hereafter referred to as the "Contract Documents", at the times and in the manner prescribed in the Contract Documents; and
2. Promptly makes payments to all claimants, as defined in section 713.01, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Work Order and in accordance with the Contract Documents; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under the Work Order and in accordance with the Contract Documents for the time specified in the Contract Documents, then this Bond is void, otherwise it remains in full force.

Whenever the Principal is declared by Owner to be in default under the Contract Documents, or whenever the Contract Documents have been terminated by default of the Principal, the Surety shall:

- a. Complete the work under the Work Order and Contract Documents in accordance with their terms and conditions; or,
- b. Obtain a bid or bids for submission to the Owner for completing the work under the Work Order and Contract Documents in accordance with their terms and conditions, and upon determination by the Owner and Surety of the best value bidder, arrange for a contract between such bidder and the Owner and make available sufficient funds to pay the costs of completion less the balance of the contract price and other costs and damages for which the Surety may be liable hereunder; but not exceeding the amount set forth above. The term "balance of the contract price" shall mean the total amount payable by the Owner to the Principal under the Work Order and any amendments or change orders thereto, less the amount properly paid by Owner to Principal.

The Surety expressly agrees to be bound by all Contract Documents terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract.

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorneys' fees, engineering and architectural fees or other professional service which the Owner may incur or which may accrue or be imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of its sub-contractors, agents, servants and/or employees, in, about or on account of the work and performance of the work in accordance with the Contract Documents by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or any changes do not affect Surety's obligation under this Bond.

This Bond shall remain in full force and effect through the warranty period provided in the Contract Documents.

Dated on: February 10, 2021

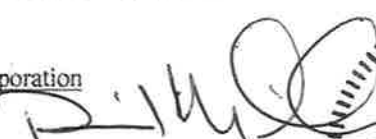
(If sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary only will attest and affix seal).

Signed and sealed this 10th day of February, ~~20~~ 2021




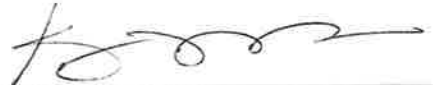
Witness






Hooper Corporation
Principal
David Miller, Vice President
Title
(Corporate Seal)





Witness

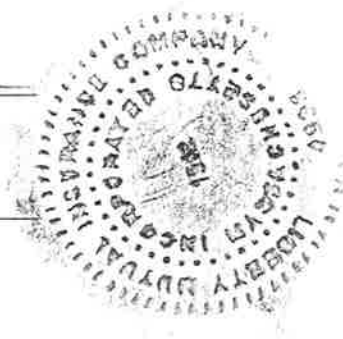
Liberty Mutual Insurance Company
Surety



Attorney-in-Fact
(Attach Power of Attorney)

Bradley S. Babcock
Print Name

(Corporate Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202708-984216

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley S. Babcock; Kimberly L. Babcock; Eric Ruedebusch

all of the city of Grafton state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of December, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

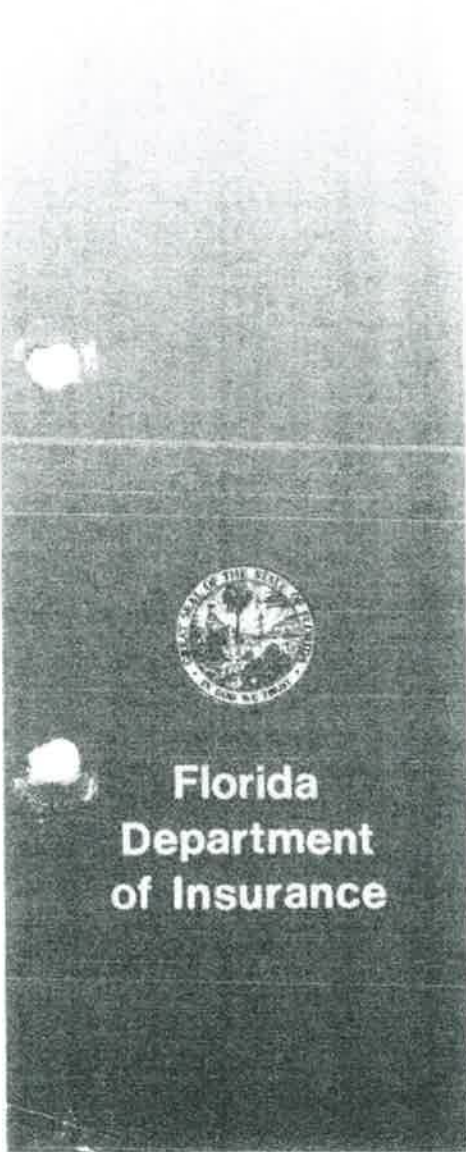
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of February, 2021.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**LIBERTY MUTUAL INSURANCE
COMPANY**

**Is hereby authorized to transact
insurance in the State of Florida.**

**This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.**

**Date of Issuance: October 11, 1918
No. 91-04-1543470**



**Tom Gallagher
Treasurer and Insurance Commissioner**



STATE OF FLORIDA - PALM BEACH COUNTY

**I hereby certify that the foregoing is a
true copy of the record in my office with
redactions, if any as required by law.**

THIS 10 DAY OF March, 20 21

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT & COMPTROLLER**

**By: 
Deputy Clerk**

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: June 28, 2022

DEPARTMENT: Electric Utility

TITLE:

Agreement with Stuart C. Irby Company for the purchase and delivery of underground cable

SUMMARY:

Agreement with Stuart C. Irby Company, for the purchase and delivery of underground cable for the City's Electric Utility in the amount not to exceed \$516,300. Materials purchased under this agreement are essential elements of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB 22-106) seeking bids from qualified vendors for the supply of Underground Cable for Electrical Distribution Systems. Stuart C. Irby was the only vendor to bid and was found to be the most responsive and responsible bidder and was recommended for the award. The initial term of the Agreement is for one (1) year and may renew for up to four (4) additional one (1) year periods.

The City is currently implementing the Electric Utility System Hardening and Reliability Improvement Program (SHRIP). As part of this project, old underground cables are replaced as needed to improve system reliability and storm resiliency. Wire and cables purchased under this agreement will be utilized for both Capital and Operations & Maintenance projects and will be charged out to the projects accordingly.

MOTION:

Move to approve/disapprove the Agreement with Stuart C. Irby Company, for the purchase and delivery of underground wire and cable at a cost not to exceed \$516,300.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement
Bid Tabulation

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	516,300	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	516,300	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:

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
401-0000-141-02-10	Electric	Warehouse	Parts / General		12,452,587	6,218,326		516,300	5,702,026

**AGREEMENT FOR GOODS AND SERVICES
(Cable for Electrical Distribution System)**

THIS AGREEMENT FOR GOODS AND SERVICES ("Agreement") is made on this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY") with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Stuart C. Irby Company**, a corporation authorized to do business in the State of Florida with its principal office located at 815 Irby Dr. Jackson, MS 39201 ("CONTRACTOR").

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 #22-106 for supply of Cable for Electrical Distribution System (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 one (1) year from the date of the CITY's issuance of a Notice to Proceed. The CITY and CONTRACTOR may renew this Agreement for four (4) 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.

2. SPECIFICATIONS

2.1 The specifications set forth in the IFB details the primary underground distribution cable 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 cable for Electrical Distribution System under this Agreement (estimated up to 30,000 ft. annually); 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 \$516,300.00 (Five Hundred Sixteen Thousand Three Hundred Dollars). 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:

Stuart C. Irby Co.
Attn: Lauri Hettig
38 Skyline Dr. Ste. 1000
Lake Mary, FL 32746

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 Cable for Electrical Distribution System on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Irby Utilities**

By: _____
[Signature]

Print Name: Matthew Smith

Title: District manager

[Corporate Seal]

STATE OF Florida
COUNTY OF Sumter

THE FOREGOING instrument was acknowledged before me by means of •physical presence or •online notarization on this 9th day of June 2022, by Matthew Smith, as the District mgr. [title] of **Irby Utilities** a corporation, who is personally known to me or who has produced FL DL 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.

Laura M. Cameron
Notary Public Signature

Notary Seal:

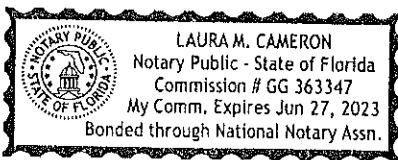


Exhibit "A"

Contractor's Bid Prices and Specifications

(B4)

IFB#22-106 CABLE FOR ELECTRICAL DISTRIBUTION SYSTEMS

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. In the event additional quantity is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated annual quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

Description	Annual Qty	Unit Price	Total
PRIMARY UNDERGROUND DISTRIBUTION CABLE	30,000 ft	\$ 17.21	\$ 516,300. ⁰⁷
TOTAL:			\$ 516,300.⁰⁵

Prices shall be inclusive of all fees and be FOB Destination, Electric Utility, Lake Worth Beach, Florida.

DELIVERY

Bidder shall provide delivery details below:

Shipping is scheduled after receipt of order. 38 Weeks

Bidder shall provide manufacturer data sheet with their bid. Failure to provide manufacturer data sheet may be cause for the bid rejection.

Name of Bidder: IRBY UTILITIES
 Address: 3800 Skyline Dr. Ste. 1000 Lake Mary ST FL zip 32746
 Phone: (407) 548-0309 Email: Marketing@IRBY.com
 Print Name: Larry Letting Title: Sales
 SIGNATURE: [Signature] Date: 4/26/2022



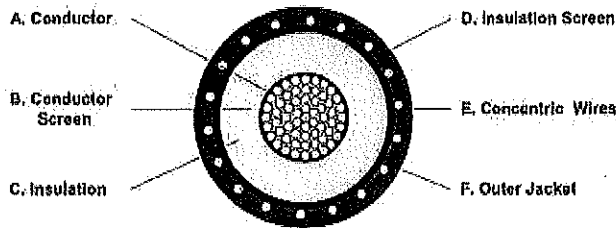
Product Data Sheet

INQUIRY NO. 47-20213 ITEM NO. 001



1/0, 28kV Rated, 100% Insulation Level, URO-J

- A. CONDUCTOR: 1000 kcmil 61X Compressed Class B Strand Aluminum
- B. CONDUCTOR SCREEN: Extruded Semiconducting (SC-EPR)
- C. INSULATION: 280 Extruded Ethylene Propylene Rubber OKOGUARD®
- D. INSULATION SCREEN: Extruded Semiconducting (SC-EPR)
- E. CONCENTRIC WIRES: 18 x .1052 AWG Bare Copper Concentric Wires (Thrd Neutral)
- F. JACKET: 080 Encapsulated OKOLENE® LLDPE (Linear Low Density Polyethylene) with 3-ERS



Dimensions	Thickness (in.)		Diameter (in.)		Cable Description
	Nominal	Minimum Perct	Nominal		
Conductor	N/A		1.123		1/0 1000 61X ALUMINUM - BS - 280 OKOGUARD EPR - 085 SO EPR - 18 X .1052 COPPER CONC WIRES (THIRD NEUTRAL) - 080 OKOLENE PE W/3 RED STRIPES - SEQ PRHT - 28KV TEMPERATURE RATINGS 105°C - Continuous, 140°C - Emergency 250°C - Short Circuit
Cond. Screen	0.025	0.020	1.178		
Insulation	0.280	0.265	1.757		
Insul. Screen	0.082	0.055	1.893		
Conc. Neutral	0.1052		2.103		
Outer Jacket	0.080	0.070	2.277		
Cable Weight (lbs./ft.):			3026		

Customer Name: _____ End User: _____
 Customer Spec: _____
 Industry Standards: AEIC C88 and ICEA S-94-649.

APPROVED BY:	Okonite Product Code - 160				Date: 04/07/22
PREP. BY RWP 04/07/22 JDO	SCALE None	INQUIRY NO. 47-20213	ITEM NO. 001	SERIAL NO. 62627	DRAWING NO. T - 77463

www.okonite.com
 Cable Dimensions are Subject to Normal Manufacturing Tolerances.
 Cable Image is representative and meant to display individual cable components and is not to scale.

City of Lake Worth Beach

IFB# 22-106 Cable for Electrical Distribution Systems



Bid Tab

IRBY UTILITIES

ITEM #	DESCRIPTION	QTY	Unit Price	Total
1	Primary Underground Distribution Cable	30,000ft	\$ 17.21	\$516,300.00
TOTAL BID				\$516,300.00
	Bid Package Cover Sheet (B1)		yes	
	Minimum Qualifications (B2)		yes	
	Bid (B3)		yes	
	Schedule of Unit Prices (B4)		yes	
	Substitution Sheet (B5)		n/a	
	Supplement Provided		yes	
	Reference List (B7)		yes	
	Affidavit Of Prime Bidder re Non-collusion (B8)		yes	
	Drug Free Certification (B9)		yes	
	Campaign Contribution Statement (must be submitted) (B10)		yes	
	Scrutinized Companies Certification (B11)			
	Small Business and/or Local Business preference documents (B12)		no	
	Addendum Acknowledgement (if any issued)		yes	
	Manufacturer Data Sheet (must be submitted)		yes	

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: June 28, 2022

DEPARTMENT: Customer Service

TITLE:

Proposed lease of temporary space for Utility Customer Service subject to approval of City Attorney and City Manager

SUMMARY:

The proposed lease is to relocate Customer Service Staff Offices and Customer in-person service function to nearby leased office space while renovations of the Annex Building's first floor space are conducted.

BACKGROUND AND JUSTIFICATION:

The aged facilities and deteriorated facilities of the Annex building where City's Customer Service functions are located are having a deleterious impact on staff and customers alike. The City is experiencing a significant issue with employee retention in Customer Service and is routinely trying to hire to replace people who quit within days or months of being hired. It has been many years since the last renovation and the condition of the floors, walls, ceilings, rest rooms, and interiors are unsightly and in need of constant repairs. The condition of the space is no longer conducive to a satisfactory work environment, nor does it present a good welcoming image to customers.

Staff observations and comments of the Annex building 1st floor in which the Customer Service function currently resides include:

- The current interior is not conducive to an efficient Customer Service operation due to limitations of existing space and office layout; limited storage for record retention, and housing of customer service representatives not being able to fit in one area together with supervisor offices.
- Due to recent rains, tiles from the ceiling have caved-in in the front office
- The facility has unsatisfactory bathrooms, musty odor of mold or mildew, regularly experiences rodents in the ceiling areas and sub-floors with horrible odors
- Lead paint and asbestos may be present in some materials
- Electric wiring upgrades are needed
- Windows are not impact glass and the building has no generator to sustain operations during power outages

Staff has researched and, in some cases visited, alternative locations within the City with a preference for maintaining a presence in or close to the downtown corridors. The ideal location will need to accommodate the in-person customer service functions and meet the space requirements of the Customer Service team. Staff has located a suitable space available for lease a block away where staff and the public can be accommodated during the process of renovating the existing space. The proposed office space is furnished and the City may be able to buy the furnishings and get years of future use at a lower cost than new furniture. The space to be leased is considered "Class B" office space, which is considered average office space and is suitable for staff's intended use. Furthermore, the space would accommodate additional Customer Service staff needed to support the City Commissions desire for City staff to handle higher percentages of phone calls to Customer Service.

City staff received the proposed lease for the location on June 15, 2022 and the City Attorney's office is just starting to review. The space is available now, which would give staff time to move from the existing space. Relocating ahead of the process of redesigning the Annex space will also make it easier to open up walls and floors for closer inspections needed to complete the design, bid, construction phases of the project while staff maintains continuity of operations at the leased space.

Included with this item is a Letter of Intent setting forth the basic terms of the proposed lease.

If approved, staff requests that authorization be provided to the City Manager to execute the finalized lease once the City Attorney and City Manager have approved the same.

MOTION:

Move to approve/disapprove proposed lease of temporary space for Utility Customer Service subject to approval of City Attorney and City Manager with the City Manager authorized to execute the finalized lease on behalf of the City.

ATTACHMENT(S):

- Fiscal Impact Analysis
- Letter of Intent
- CPH Task Order No. 3
- Lease/Rental Costs
- Draft of Lease Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: FY 2022 Operating costs will be allocated amongst water, sewer and electric utility departments via budget transfers.

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	33,491	101,964	84,970	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	33,491	101,964	84,970	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
401-1240-531-31.90	Electric	Customer Service	Other Professional Services	N/A	0	0	33,491	-33,491	0

Wednesday, June 1, 2022

Via Email: nmcteague@lakeworthbeachfl.gov

Attn: Nanette McTeague
City of Lake Worth Beach Utilities
414 Lake Ave
Lake Worth Beach, FL 33460

RE: Letter of Intent to Lease
The Promenade at Lake Worth, Suites 202-203 and Suite 104
120 N Federal Hwy
Lake Worth Beach, Florida 33460

This non-binding Letter of Intent is for the purpose of outlining the general terms to proceed with respect to the lease of real property located in the above referenced project.

Location: Suite # 202-203 and Suite 104 – Approximately 3684 sq. ft. of lease space located in the Promenade at Lake Worth, Lake Worth Beach, Florida.

Landlord: HH Promenade, LLC

Tenant: City of Lake Worth Beach Utilities

Lease Term: Two (2) years with the option to terminate after one year with three months prior written notice.

Schedule of Rents: Base Rent \$19.00/SF or \$5,833.00/month plus estimated CAM and Expenses currently \$6.12/SF.

Additional Charges: Tenant shall pay its pro rata share of the real estate taxes, building/general liability insurance, and common area maintenance charges. Actual pro rata share will be square footage of Leased Premises divided by total leasable square feet in building estimated to be \$6.12 per sq. ft. per year or \$1,878.84/month.

Total Monthly Rent:	Year 1 Base Rent:	\$5,833.00
	CAM and Add'l Charges (\$6.12/SF):	<u>\$1,878.84</u>
	Total Rent:	\$7,711.84

Commencement Date: July 1, 2022

Advance Rent & Security Deposit: First month's rent plus sales tax and Security Deposit of \$8000.00

Utilities: Tenant shall be responsible for paying the cost of all utilities directly to the appropriate governmental authorities relating to the Leased Premises.

Use: Tenant may use the Leased Premises for (i) the operation of an Administration Office for Lake Worth Utilities ("Tenant Use").

Landlord Work: Space to be delivered clean. Plumbing, HVAC and electrical systems to be in good

working order, otherwise tenant to take space as is.

Tenant Work: Tenant to construct premises for its intended use, all work to have Landlord's prior written consent.

Guaranty: N/A

Confidentiality: Landlord and its partners, agents, and representatives will not disclose the subject matter or terms of this letter or the transaction contemplated herein to anyone other than Landlord's consultants, and prospective lenders, unless written consent is obtained by Tenant, which written consent may be withheld at Tenant's sole discretion.

Landlord and Tenant acknowledge that the proposal is not a lease, and that it is intended only as the basis for the preparation of a lease. With the exception of the confidentiality provisions contained herein, this letter of intent shall not be binding upon the parties until a formal lease has been negotiated and executed, and either party shall have the right to terminate negotiations at any time prior to lease execution, without liability. If the foregoing terms are sufficient to allow the preparation of the necessary documents and to serve as a framework for further discussions, please sign in the space provided below.

Sincerely,

Strategic Realty Services, LLC

Christopher F. Fleming

Date

Christopher F. Fleming
Sr. Broker/Associate

Tenant

TASK ORDER NO. 03**Architectural Services – Cultural Plaza As-Built Drawings**

THIS TASK ORDER No. 3 ("Task Order") is made on 1/18/2022, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **CPH, 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: **Survey and Scan existing facility to produce as-built drawings** (the "Project"). The Project is described in the consultant's Proposal, dated December 28th, 2021, 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 **90** calendar days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a time and expense, not to exceed amount, of **\$7,100**. 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 Ilker Uzun, phone: 305-274-4805; email: iuzun@cphcorp.com; and, the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: PNicholas@lakeworthbeachfl.gov

6.0 Progress Meetings

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

7.0 Authorization

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

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: Carmen Y. Davis
Carmen Davis, City Manager

ATTEST:

By: Melissa Ann Coyne, CMC
Melissa Ann Coyne, CMC, 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:

CPH Inc.

By: _____

Print Name: Peter-John F. Sutch

Title: Executive Vice President



STATE OF Florida)
COUNTY OF Seminole)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 5th day of January 2022, by Peter-John F. Sutch, as the Executive Vice President [title] of **CPH , Inc.**, a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:



Patricia Hunt
Notary Public Signature

EXHIBIT "1"
(Consultants Proposal)

December 28, 2021

**RE: Proposal for Surveying Services
City of Lake Worth – Historic Annex Building**

TASK: CPH will use a High Definition Laser Scanner which has the ability to collect up to 2,000,000 points per second at an unparalleled rate of speed which produces a very dense and accurate collection of measurements. The benefits of using the High Definition Laser Scanner includes direct field cost savings, schedule reductions, increased safety and eliminates the need for site re-visits.

SCOPE OF SERVICES

1.0 Interior Scan Data Collection & Processing (Red Area – 4,600± Square Feet): CPH will perform high definition laser scanning and process collected data of the interior of the east half of the 1st Floor (see area depicted in red on the attached “Scan Site Exhibit” for limits).

- Process, register and unify collected data.
- CPH will create an ACAD drawing of the Floor Plan and Ceiling Plan (no drop down ceiling tiles will be removed) of east half of the 1st Floor to include, offices, restrooms and support columns. No Mechanical Electrical Plumbing (MEP) items will be shown on the floor plan as part of this scope.

1.0 Interior Scan Data Collection & Processing Fee (Red Area): \$2,850.00

2.0 Interior Scan Data Collection & Processing (Blue Area – 4,400± Square Feet): CPH will perform high definition laser scanning and process collected data of the interior of the west half of the 1st Floor (see area depicted in blue on the attached “Scan Site Exhibit” for limits).

- Process, register and unify collected data.
- CPH will create an ACAD drawing of the Floor Plan and Ceiling Plan (no drop down ceiling tiles will be removed) of west half of the 1st Floor to include, offices, restrooms and support columns. No Mechanical Electrical Plumbing (MEP) items will be shown on the floor plan as part of this scope.

2.0 Interior Scan Data Collection & Processing Fee (Blue Area): \$2,850.00

3.0 Building Elevations: CPH will perform high definition laser scanning to provide building elevations of the four (4) sides of the structure.

- Process, register and unify collected data.
- Create up to four (4) building elevations representing the existing conditions of the buildings.
- CADD file containing up to 4 (4) building elevations.
-

5.0 Building Elevations Fee: \$1,400.00

Overall Fee: \$7,100.00

The following related services are not included in the scope of this proposal, and may or may not be required, but can be provided at an additional fee: Boundary Survey, ALTA/NSPS Land

Title Survey, Topographic Survey, Platting, Soil Borings, Sketch and Descriptions, Wetland Location/Delineation, Tree Location, Setting of Universal Monuments, As-Built Survey, Ordinary High Water/Mean High Water and Underground Utility Location/Designation.

NOTE: Extended periods of inclement weather can adversely affect the day-to-day availability of field work and therefore drastically change the timeline for project completion.

Deliverables:

- TruView file (.lgs)
- 2D AutoCAD drawing (Civil 3D 2021)

Scan Site Exhibit



Fees and Payment

The surveyor agrees to perform this work as outlined above for a **lump sum fee by phase as described above** to include reimbursable expenses such as travel, long distance phone calls, prints, and copies. Reimbursable expenses will be paid for at the actual cost thereof without increase.

This proposal is void if not executed and returned to the CONSULTANT within 30 days of the CONSULTANTS execution of the proposal.

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. CPH is authorized to do the work as specified and payment will be made as outlined above.

By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

Sincerely,

CPH, INC.

A handwritten signature in black ink, appearing to read "Thomas J. Galloway". The signature is fluid and cursive, written over the printed name below.

Thomas J. Galloway, P.S.M.
Sr. VP, Director of Surveying and Mapping

Landlord:	HH Promenade, LLC
Tenant:	City of Lake Worth Beach Utilities
Leasing Term:	2 years
Effective Date:	July 1st 2022

Customer Services Cost of Rental Space

		\$19 p/sq ft	1st mth	\$6.12 p/sq ft		Total	Total Cost Allocation		
Months	Base Rent	Security Deposit	CAM	Furniture Lease	Monthly Cost	Electric - Meter %	Water - Meter %	Sewer - Meter %	
FY 2022	Jul-22	\$ 5,833	\$ 8,000	\$ 1,879	785	\$ 16,497	Cost allocated to Electric, Water & Sewer		
	Aug-22	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Sep-22	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
						\$ 33,491			
FY 2023	Oct-22	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Nov-22	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Dec-22	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Jan-23	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Feb-23	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Mar-23	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Apr-23	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	May-23	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Jun-23	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Jul-23	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Aug-23	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
FY 2024	Sep-23	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Oct-23	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Nov-23	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Dec-23	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Jan-24	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Feb-24	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Mar-24	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	Apr-24	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
	May-24	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer		
Jun-24	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer			
Jul-24	\$ 5,833	-	\$ 1,879	785	\$ 8,497	Cost allocated to Electric, Water & Sewer			
Total	\$ 145,825	\$ 8,000	\$ 46,971	\$ 19,625	\$ 220,421				

Cost Analysis by Fiscal Years

Fiscal Year	Base Rent	Security Deposit	CAM	Furniture Lease	Monthly Cost	Total
FY 2022	17,499	8,000	5,637	2,355	\$ 33,491	
FY 2023	69,996	-	22,546	9,420	\$ 101,962	
FY 2024	58,330	-	18,788	7,850	\$ 84,968	
Total	\$ 145,825	\$ 8,000	\$ 46,971	\$ 19,625	\$ 220,421	

LEASE AGREEMENT

between

***HH Promenade, L.L.C.
a Florida Limited Liability Company***

and

City of Lake Worth Beach Utilities

Dated: 2022

Suite: 202, 203 and 104

***120 N Federal Highway
Lake Worth, FL 33460***

SUMMARY OF LEASE

THIS DOCUMENT IS MERELY A SUMMARY AND ANY PROVISIONS OF THE LEASE AND OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT SHALL PREVAIL OVER CONFLICTING PROVISIONS CONTAINED HEREIN.

- (A) LANDLORD'S MAILING ADDRESS: HH Promenade, LLC
c/o Strategic Realty Services, LLC
500 Northpoint Parkway, STE 300
West Palm Beach, FL 33407
- (B) TENANT'S NAME: City of Lake Worth Beach Utilities
- MAILING ADDRESS: 414 Lake Avenue
Lake Worth Beach, FL 33460
- (C) DEMISED PREMISES: Suite 202, 203 and 104 of The Promenade at Lake Worth
120 N Federal Highway
Lake Worth, Florida 33460
- RENTABLE SQUARE FOOTAGE: 3684 Rentable Square Feet
- (D) TERM: Two (2) years
- OPTION TERMS: N/A
- (E) LEASE COMMENCEMENT DATE: July 1, 2022
- RENT COMMENCEMENT DATE: August 1, 2022
- OCCUPANCY DATE: July 1, 2022
- EXPIRATION DATE: July 31, 2024
- (F) BASE RENT: \$19.00 Per Square Foot
- | <u>LEASE TERM</u> | <u>ANNUAL RENT</u> | <u>MONTHLY INSTALLMENT</u> |
|-------------------|--------------------|----------------------------|
| *24 Months | \$69,996.00 | Base Rent \$5,833.00 |
| | | Additional Rent \$1,878.84 |
| | | Sales Tax N/A |
| | | TOTAL \$7,711.84 |
- (G) INTERIM OPERATING EXPENSES: \$6.12 Per Square Foot
- (H) SECURITY/DAMAGE DEPOSIT: \$7,800.00
- (I) PERMITTED USE: Corporate Offices
- (J) EXHIBITS: The following exhibits attached to this Lease are hereby incorporated herein and made a part hereof.

EXHIBIT "A" - Legal Description
EXHIBIT "B" - Floor Plan
EXHIBIT "C" - Site Plan
EXHIBIT "D" - Estoppel Certificate
EXHIBIT "E" - Tenant Rules and Regulations
EXHIBIT "F" - Electrical Service Agreement
EXHIBIT "G" - Sign Criteria

Please make all checks payable to: HH Promenade, LLC

PLEASE INCLUDE HH Promenade, LLC, AS AN ADDITIONAL INSURED ON ALL INSURANCE POLICIES.

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into the _____ day of June, 2022, by and between HH Promenade, LLC, a Florida Limited Liability Company (hereinafter referred to as "Landlord") and City of Lake Worth Beach Utilities, a governmental entity in the State of Florida (hereinafter referred to as "Tenant").

WITNESSETH:

THAT LANDLORD, in consideration of the rents and agreements hereafter promised and agreed by Tenant to be paid and performed, does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the real property described herein, subject to the following terms.

ARTICLE I DESCRIPTION OF PROPERTY; TERM

Section 1.1 Description of Property. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following space: approximately **3684** rentable square feet (hereinafter called the "Demised Premises" or "Premises") approximately as shown on Exhibit "A" and made a part of this Lease, Suite 202-203 and 104, in the building known as The Promenade at Lake Worth, located at 120 N Federal Highway, Lake Worth, FL 33460 (hereinafter called the "Building"), as described in Exhibit "B" and depicted on the site plan attached hereto as Exhibit "C", together with the right to use in common with other tenants of the Building, their invitees, customers and employees, all common facilities contained in the Building and parking areas. All of the land and real property underlying the Building or adjacent thereto, with all improvements thereto including the Building, and used in connection with the operation of the Building shall be referred to herein as the "Property".

Section 1.2 Term. Tenant shall have and hold the Premises for a term two (2) years (hereinafter referred to as the "Term" or "Lease Term"), commencing on July 1, 2022 (the "Commencement Date") and expiring on July 31, 2024 (the "Expiration Date"). ***After July 1, 2023, Tenant shall have the right to cancel the lease with ninety (90) days prior written notice to Landlord.** Tenant agrees that it will execute, prior to occupancy, an Estoppel Certificate in the form attached hereto as Exhibit "D", certifying said dates. Tenant's failure or refusal to execute said Estoppel Certificate shall constitute a default hereunder.

ARTICLE II BASE RENT

Section 2.1 Base Rent; Late Charge; Sales Tax. Tenant agrees to pay Landlord an aggregate base rent for the first year of the Lease Term commencing upon Landlord's delivery of space to tenant in the condition required hereunder in the amount of \$69,996.00 (the "Base Rent"), payable in twelve (12) equal monthly installments of \$5,833.00 in advance of the first day of each and every month during the first year of the Lease Term. The first month's Base Rent shall be paid simultaneously with the execution of this Lease. In addition, Tenant shall be responsible for the payment of Additional Rent as provided in Article III below (the Base Rent and Additional Rent shall sometimes be collectively referred to as the "Rent"). In the event any monthly Rent payment is not paid within ten (10) days after it is due, Tenant agrees to pay a late charge of ten (10%) percent of the amount of the payment due. Tenant further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Landlord and Tenant as to the estimated compensation for costs and administrative expenses incurred by Landlord due to the late payment of Rent to Landlord by Tenant. Tenant further agrees that the late charge assessed pursuant to this Lease is not interest, and the late charge assessed does not constitute a lender or borrower/creditor relationship between Landlord and Tenant, and may be treated by Landlord as Additional Rent owed by Tenant. Tenant shall pay to Landlord all sales or use taxes pertaining to the Rent (currently 6%), which shall be remitted by Landlord to the Florida Department of Revenue.

Section 2.2 Rental Adjustment. Commencing on the 1st Rent Commencement anniversary of this Lease, and each and every anniversary thereafter, including any option periods, the Base Rent shall increase by the greater of CPI or five percent (5%) over the previous year's Base Rent.

Section 2.3 Payment Without Notice or Demand. The Rent called for in this Lease shall be paid to Landlord without notice or demand, and without counterclaim, offset, deduction, abatement, suspension, deferment, diminution or reduction (except as otherwise expressly provided herein). Tenant hereby waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease or the Premises or any part thereof, or to any abatement, suspensions, deferment, diminution or reduction of the Rent on account of any such circumstances or occurrence; provided, however, if Tenant is deprived of the use of the Premises on account of the gross negligence or intentional conduct of Landlord, its agents, employees or contractors, rent shall abate until such interference shall cease.

Section 2.4 Place of Payment. All payments of Rent shall be made and paid by Tenant to HH Promenade, LLC, 500 Northpoint Parkway, STE 300 West Palm Beach, FL 33407, or at such other place as Landlord may, from time to time, designate in writing to Tenant. All Rent shall be payable in current legal tender of the United States, as the same is then by law constituted. Any extension, indulgence, or waiver granted or permitted by Landlord in the time, manner or mode of payment of Rent, upon any one (1) occasion, shall not be construed as a continuing extension, indulgence or waiver, and shall not preclude Landlord from demanding strict compliance herewith

ARTICLE III ADDITIONAL RENT

Section 3.1 Additional Rent. In addition to the Base Rent, Tenant shall pay as "Additional Rent" its proportionate share ("Tenant's Proportionate Share") of the Operating Expenses (as herein defined) of the Building and the Property and the full cost of Tenant's management fee. Additional Rent shall be paid to Landlord in accordance with the following provisions:

1. Landlord shall furnish to Tenant prior to thirty (30) days after the beginning of each calendar year, including the first calendar year, a budget setting forth Landlord's estimate of Operating Expenses for the upcoming year. The Operating Expenses shall be determined as though the Building were occupied at the actual occupancy rate or at an occupancy rate of ninety five (95%) percent, whichever is higher. Tenant shall pay to Landlord, on the first day of each month as Additional Rent, an amount equal to one-twelfth (1/12th) of Tenant's Proportionate Share of Landlord's estimate of the Operating Expenses for that calendar year. If there shall be any increase or decrease in the Operating Expenses for any year, whether during or after such year, Landlord shall furnish to Tenant a revised budget and the Operating Expenses shall be adjusted and paid or credited, as the case may be. If a calendar year ends after the expiration or termination of this Lease, the Additional Rent payable hereunder shall be prorated to correspond to that portion of the calendar year occurring within the Term of this Lease.

2. Within a reasonable period of time after the end of each calendar year, Landlord shall furnish to Tenant an operating statement showing the actual Operating Expenses incurred for the preceding calendar year. Tenant shall either receive a refund or be assessed an additional sum based upon the difference between Tenant's Proportionate Share of the actual Operating Expenses and the Additional Rent payments made by Tenant during said year. Any additional sum owed by Tenant to Landlord shall be paid within ten (10) days of receipt of assessment. Any refund owed by Landlord to Tenant shall be credited toward Tenant's next month's rental payment or promptly refunded to Tenant if such overpayment occurs at the end of the term. Each operating statement given by Landlord shall be conclusive and binding upon Tenant unless, within thirty (30) days after Tenant's receipt thereof, Tenant shall notify Landlord that it disputes the accuracy of said operating statement, in which event Tenant shall have the right to examine the books and records of Landlord to determine the accuracy of said charges. Failure of Landlord to submit the written statement referred to herein shall not waive any rights of Landlord, unless such statement is not submitted within one year from the end of the prior calendar year.

3. Landlord's "Operating Expenses", as calculated pursuant to Section 3.1.1 above, shall mean expenses relating to the operation and maintenance of the Building and the Property, and all amenities and appurtenances relating thereto, including, without limitation, the following:

- (a) reasonable and customary, wages and salaries of all persons engaged in the maintenance and operation of the Building and Property (and pro rata to the extent such persons do not work solely for the Building);
- (b) social security taxes and all other taxes which may be levied against Landlord;
- (c) medical and general benefits for all Building employees, pension payments and other fringe benefits;
- (d) administrative expenses and charges (but Landlord shall not charge both an administrative fee and a management fee);
- (e) all insurance premiums;
- (f) stand-by sprinkler charges, water charges and sewer charges;
- (g) electricity and fuel used in the heating, ventilation, air-conditioning, lighting and all other operations of the common areas of the Building;
- (h) trash removal from the Building
- (i) painting of all common areas in the Building and Property;
- (j) window cleaning and related equipment and supplies;
- (k) maintenance and repair of the Building and Property;

- (l) maintenance and service contracts;
- (m) tools, equipment and supplies necessary for the performance of repairs and maintenance (which are not required to be capitalized for federal income tax purposes);
- (n) maintenance and repair of all mechanical and electrical equipment in the Building;
- (o) maintenance and repair of elevators, restrooms, lobbies, hallways and other common areas of the Building;
- (p) maintenance of pavement, curbs, walkways, lighting facilities, landscaping, driveways, parking areas and drainage areas upon the Property;
- (q) personal property taxes;
- (r) real estate taxes assessed against the Building and the Property. The term "real estate taxes" shall mean any tax or assessment levied, assessed or imposed at any time by any governmental authority upon or against the Building or the Property or any part thereof, any tax or assessment levied, or any franchise, income, profit or other tax or governmental imposition levied, assessed or imposed against or upon Landlord in substitution in whole or in part for any tax or assessment against or upon the Building and the Property or any part thereof; real estate taxes shall not include any inheritance, income, gross receipts, transfer or other tax based upon the income of Landlord;
- (s) assessments for public improvements imposed against the Building and the Property and assessments of the Association (defined below);
- (t) a reasonable amortization (amortized in accordance with general accepted accounting principles) cost due to any capital expenditures incurred to reduce or limit Operating Expenses of the Property and Building, to provide electronic security for the Building, or which may now or hereafter be required by governmental authority or by Landlord's insurance carrier;
- (u) all other costs and expenses which would be considered as an expense of maintaining, operating or repairing the Building and the Property.

4. "Tenant's Proportionate Share" shall, at any given time, be defined as that fraction having as a numerator the total rentable square footage leased hereunder at said time, and having as a denominator the total rentable square footage of The Promenade at Lake Worth.

Section 3.2 Interim Operating Expenses. During the period from the Rent Commencement Date through the following twelve (12) months, Tenant shall pay as Interim Operating Expenses **\$6.12** per square foot per year, payable monthly as Additional Rent, which is merely an estimate of the actual Interim Operating Expenses for such period. After the end of the calendar year, Landlord shall compute the actual Operating Expenses incurred during such period. Tenant shall either receive a refund or be assessed an additional sum based upon the difference between Tenant's Proportionate Share of the actual Operating Expenses and the payments of Interim Operating Expenses made by Tenant during such period. Any additional sum owed by Tenant to Landlord shall be paid within ten (10) days of receipt of assessment. Any additional sum owed by Landlord to Tenant shall be credited toward Tenant's next month's rental payment.

ARTICLE IV SECURITY/DAMAGE DEPOSIT

Section 4.1 Security/Damage Deposit. Simultaneously with the execution of this Lease, Tenant shall pay the sum of **\$7,800.00** to be held by Landlord as a damage deposit and/or as security for the performance by Tenant of all of the terms, covenants and conditions hereof and the payment of Rent or any other sum due Landlord hereunder. Following the default by Tenant hereunder, Landlord shall have the right to apply all or any part of the security deposit against: (a) unreasonable wear and tear of the Premises; (b) loss or damage to the Premises or other property of the Landlord caused by Tenant, Tenant's employees, agents invitee, or licensees; (c) the cost of restoring the Premises, except for reasonable wear and tear, to the same condition it was in at the time Tenant began occupancy thereof; and (d) Rent payments which remain due and owing beyond any applicable grace period. Landlord shall not be limited in pursuing Landlord's remedies against Tenant for costs, losses or damages to the Premises or to any other property of Landlord for any such costs, losses or damages which are in excess of the above described security deposit amount. Such security deposit shall bear no interest and may be commingled with other security deposits or funds of Landlord. The security deposit shall be refunded to Tenant within thirty days after the expiration of the term.

ARTICLE V USE OF PREMISES

Section 5.1 Use of Premises. Tenant shall use the Premises for governmental corporate offices, and for no other purpose without first obtaining the written consent of Landlord. Tenant will not use or permit the use of the Premises or any part thereof for any unlawful purpose, or in violation of any and all applicable ordinances, laws, rules or regulations of any governmental body, the Association or of Landlord provided for in Exhibit "E" herein, and will not do or permit any act which would constitute a public or private nuisance or waste or which would be a nuisance or annoyance or cause damage to Landlord or Landlord's other tenants or which would invalidate any policies of insurance or increase the premiums thereof, now or hereafter written on the Building and/or the Property.

ARTICLE VI PARKING

Section 6.1 Parking. There shall be available nonexclusive parking at the Building.

ARTICLE VII PREPARATION OF THE PREMISES

Section 7.1 Leasehold Improvements. The Premises shall be delivered in broom clean condition, free of hazardous materials and the personal property of any prior tenant, and with all utilities in good working order. Such other facilities, materials and work which may be undertaken by or for the account and at the expense of Tenant to equip, decorate and furnish the Premises for Tenant's occupancy are hereinafter referred to as "Tenant's Work".

Section 7.2 Completion by Landlord. Intentionally Deleted

Section 7.3 Delay by Tenant. Intentionally Deleted

Section 7.4 Acceptance of Premises. Tenant acknowledges that Landlord has not made any representations or warranties with respect to the condition of the Premises and neither Landlord nor any assignee of Landlord shall be liable for any latent defect therein. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was taken. If Landlord shall give Tenant permission to enter into possession of the Premises prior to the Commencement Date, such possession or occupancy shall be deemed to be upon all the terms, covenants, conditions, and provisions of this Lease, including the execution of an estoppel certificate. Nothing herein shall limit, restrict or modify Landlord's repair obligations hereunder.

ARTICLE VIII LANDLORD AND TENANT OBLIGATIONS

Section 8.1 Tenant's Obligations. Landlord shall perform, at Tenant's expense throughout the Lease Term, any repairs to the fixtures and appurtenances within the Premises. Said expenses shall be reasonable, and in addition to the Operating Expenses set forth in Section 3.1 above. Tenant shall be responsible for all repairs, the need for which arises out of: (a) the performance or existence of Tenant's Work or alterations; (b) the installation, use or operation of Tenant's Property (defined below) in the Premises; (c) the moving of Tenant's Property in or out of the Building; (d) the act, omission, misuse or neglect of Tenant or any of its subtenants, employees, agents, contractors or invitees. Tenant shall also be responsible for the replacement of all scratched, damaged or broken doors and glass in and about the Premises, the maintenance and replacement of wall and floor coverings in the Premises, and for the repair and maintenance of all sanitary and electrical fixtures therein and exclusively serving the Premises. All such repairs shall be performed at such times and in such a manner as shall cause the least interference with Tenant's use of the Premises, the operation of the central systems of the Building and the use of the Building by other tenants. Tenant shall not be required to furnish any services or facilities to, or to make any repairs to or replacements or alterations of the Premises where necessitated due to the gross negligence or intentional acts of Landlord, its agents and employees.

Section 8.2 Landlord's Obligations. Landlord shall be obligated to keep and maintain the common areas of the Building, and the structural elements and all systems and facilities serving the Premises, in good working order and shall make all repairs as and when needed in or about the common areas and the Premises, except for those repairs for which Tenant is responsible pursuant to any of the provisions of this Lease. Landlord shall not be liable for any damage to Tenant's Property caused by (a) water from bursting or leaking pipes, or waste water about the Property; (b) from an intentional or negligent act of any other tenant or occupant of the Building or the Property; (c) fire, hurricane or other acts of God; (d) riots or vandals; or (e) from any other cause not directly attributable to the negligent or wrongful act of Landlord, its agents or employees. Landlord shall not be required to furnish any services or facilities to, or to make any repairs to or replacements or alterations of the Premises where necessitated due to the negligence or intentional acts of Tenant, its agents and employees, or other tenants, their agents or employees.

Section 8.3 Floor Loads; Noise and Vibration. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry or which is allowed by law. Business machines and mechanical equipment belonging to Tenant which cause noise, electrical interference or vibration that may be transmitted to the structure of the Building or to the Premises to such a degree as to be objectionable to Landlord or other

tenants in the Building, shall, at Tenant's expense, be placed and maintained by Tenant in settings of cork, rubber, or spring-type vibration eliminators sufficient to eliminate such noise, electrical interference or vibration.

Section 8.4 Electricity and Telephone. Tenant's use of electrical energy in the Premises shall not, at any time, exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Premises. In order to ensure that such capacity is not exceeded and to avert possible adverse effects upon the Building's electric service, Tenant shall not, without Landlord's prior written consent in each instance, connect major equipment to the Building's electric distribution system or telephone system, or make any alteration or addition to the electric system of the Premises existing on the Commencement Date. Tenant's electrical usage under this Lease contemplates only the use of normal and customary office and computer equipment. In the event Tenant wishes to install any office equipment which uses substantial additional amounts of electricity, then Tenant agrees that Landlord's consent is required before the installation of such additional office equipment. Tenant shall be solely liable for electricity and telephone expenses relating to the Premises. Tenant's electrical service shall be separately metered, per Electrical Service Agreement attached hereto as Exhibit F.

Section 8.5 Janitorial Service. Tenant, at Tenant's sole cost and expense, shall be responsible for providing its own janitorial service to the Premises.

Section 8.6 Right to Stop Services. Landlord reserves the right, without any liability to Tenant and without affecting Tenant's covenants and obligations hereunder, to stop service of the heating, air conditioning, electric, sanitary, or other Building systems serving the Premises, or to stop any other services required by Landlord under this Lease, whenever and for so long as may be necessary, by reason of accidents, emergencies, strikes, or the making of repairs or changes which Landlord is required to make pursuant to this Lease, by law or in good faith deems necessary, and Landlord shall not be held liable for delays in the restoration of such services resulting from difficulty in securing proper supplies of fuel, steam, water, electricity, labor, supplies, or any other cause beyond Landlord's reasonable control; provided, however, unless required by law, any such interference lasting more than five business days shall result in an abatement of rent.

ARTICLE IX LANDLORD'S AND TENANT'S PROPERTY

Section 9.1 Landlord's Property. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term of this Lease, whether or not by or at the expense of Tenant, shall be and remain a part of the Premises, and shall be deemed the property of Landlord ("Landlord's Property") and shall not be removed by Tenant except as otherwise specifically set forth herein. Further, any carpeting or other personal property in the Premises on the Commencement Date, shall not be removed by Tenant.

Section 9.2 Tenant's Property. All moveable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment, whether or not attached to or built into the Premises, which are installed in the Premises by or for the account of Tenant without expense to Landlord and which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of moveable personal property owned by Tenant and located in the Premises (hereinafter collectively referred to as "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term of this Lease. In the event Tenant's Property is so removed, Tenant shall repair or pay the cost of repairing any damage to the Premises or to the Building resulting from the installation and/or removal thereof and restore the Premises to the same physical condition and layout as they existed at the time Tenant was given possession of the Premises, reasonable wear and tear excepted. Any equipment or other property for which Landlord shall have granted any allowance or credit to Tenant shall not be deemed to have been installed by or for the account of Tenant without expense to Landlord, shall not be considered Tenant's Property and shall be deemed the property of Landlord.

Section 9.3 Removal of Tenant's Property. At or before the Expiration Date of this Lease, or within five (5) days after any earlier termination hereof, Tenant, at its expense, shall remove from the Premises all of Tenant's Property (except such items thereof as Landlord shall have expressly permitted to remain, which property shall become the property of Landlord), and Tenant shall repair any damage to the Premises or the Building resulting from any installation and/or removal of Tenant's Property, and shall restore the Premises to the same physical condition and layout as they existed at the time Tenant was given possession of the Premises, reasonable wear and tear excepted. Any other items of Tenant's Property which shall remain in the Premises after the Expiration Date of this Lease, or after a period of five (5) days following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items may be retained by Landlord. Landlord may request Tenant to remove and pay to Landlord the cost of repairing any damage to the Premises or the Building resulting from any installation and/or removal of Tenant's Property and the cost of restoring the Premises to the same physical condition and layout as they existed at the time Tenant was given possession of the Premises, reasonable wear and tear excepted.

Section 9.4 Landlord's Lien and Security Interest. As security for the performance of Tenant's obligations under this Lease, Tenant hereby grants to Landlord a security interest in and Landlord's lien upon all of Tenant's Property located in the Premises.

ARTICLE X INSURANCE

Section 10.1 Tenant's Insurance.

1. Tenant shall, during the Term of this Lease, maintain insurance against public liability, including that from personal injury or property damage in or about the Premises resulting from the occupation, use or operation of the Premises, insuring both Landlord and Tenant, in amount of not less than One Million (\$1,000,000) Dollars Combined Single Limit for both bodily injury and property damage.

2. Tenant shall maintain insurance upon all property in the Premises owned by Tenant, or for which Tenant is legally liable, and shall provide Landlord with evidence of same. The insurance specified herein shall provide protection against perils included within the standard Florida form of fire and extended coverage insurance policy, together with insurance against vandalism and malicious mischief.

3. All policies of insurance provided for in Section 10.1 shall be issued in a form acceptable to Landlord by insurance companies with general policyholder's rating of "A-" as rated in the most current available "Best's Insurance Reports", and qualified to do business in Florida. Each and every such policy:

- (a) shall be issued in the name of Tenant and liability policies including that from personal injury and property damage shall include Landlord and any other parties in interest designated in writing by notice from Landlord to Tenant as additional insureds;
- (b) shall be for the mutual and joint benefit and protection of Landlord and Tenant and any such other parties in interest named as additional insureds;
- (c) shall (or a certificate thereof shall) be delivered to Landlord and any such other parties in interest within ten (10) days before delivery of possession of the Premises to Tenant and thereafter, within thirty (30) days prior to the expiration of each policy, and as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and to like extent;
- (d) shall contain a provision that the insurer will endeavor to give to Landlord and such other parties in interest at least thirty (30) days notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reduction in the amount of insurance;
- (e) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry; and
- (f) shall contain a provision that Landlord and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant.

4. Any insurance provided for in Section 10.1 may be maintained by means of a policy or policies of blanket insurance, provided, however, that: (i) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as additional insureds thereunder as their interests may appear in any liability policy; (ii) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; and (iii) the requirements set forth in this ARTICLE X are otherwise satisfied.

5. These insurance requirements are subject to modification in the event any Superior Mortgagee (hereafter defined) of Landlord requires different insurance. In such event, the reasonable requirements of such Superior Mortgagee shall control.

Section 10.2 Destruction of the Premises or Building. If, during the Term hereof, the Premises and/or the Building are damaged by reason of fire or other casualty, Tenant shall give immediate notice thereof to Landlord. Subject to the prior rights of any Superior Mortgagee, Landlord shall restore the Premises and/or the Building to substantially the same condition they were in immediately before said destruction. If, in Landlord's reasonable opinion, the restoration can be accomplished within 120 working days after the date Landlord receives notice of the destruction, such destruction shall not serve to terminate this Lease. If, in Landlord's reasonable opinion, the restoration cannot be performed within the time stated in this Section, then within ninety (90) days after the parties determine that the restoration cannot be completed within said time, Landlord may terminate this Lease upon thirty (30) days notice to Tenant. If Landlord fails to terminate this Lease and restoration is permitted under existing laws, Landlord shall restore the Premises and/or the Building, within a reasonable period of time, and this Lease shall continue in full force and effect. Rent shall be abated during the period in which the Premises (or portion thereof on a prorated basis) are rendered untenantable as a result of such damage, unless said damage was caused by the negligence or intentional wrongful act of Tenant or its employees, agents or invitees. Should Landlord elect to terminate this Lease, the entire insurance proceeds shall be and remain the outright property of Landlord, subject to the prior rights of any Superior Mortgagee, and except any proceeds received for Tenant's Property. If Landlord, for any reason, fails to restore the Premises and the Building within 180 days from the date of such fire or other casualty, Tenant shall have the right to terminate this Lease.

**ARTICLE XI
ALTERATIONS AND CONSTRUCTION LIENS**

Section 11.1 Alterations by Tenant. No alterations shall be made by Tenant unless the following conditions are met:

- (a) Tenant shall have received the prior written consent of Landlord;
- (b) all such alterations or improvements shall be performed by Landlord at Tenant's expense, or, at Tenant's election, by a contractor reasonably approved by Landlord;
- (c) Tenant shall have procured all permits, licenses and other authorizations required for the lawful and proper undertaking thereof;
- (d) all alterations when completed shall be of such a nature as not to (i) reduce or otherwise adversely affect the value of the Premises; (ii) diminish the general utility or change the general character thereof; (iii) result in an increase of the Operating Expenses, (iv) adversely affect the mechanical, electrical, plumbing, security or other such systems of the Building or the Premises; or (v) be of a structural nature; and
- (e) all alterations made by Tenant shall remain on and be surrendered with the Premises on expiration or earlier termination of this Lease.

Section 11.2 Construction, Materialmen's and Laborer's Liens.

Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Tenant to the Premises and further agrees to indemnify and hold harmless Landlord from and against any and all such costs and liabilities incurred by Tenant, and against any and all construction, materialman's or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises or the Building or site on which it is located. Notwithstanding anything to the contrary in this Lease, the interest of Landlord in the Premises shall not be subject to liens for improvements made by or for Tenant, whether or not the same shall be made or done in accordance with any agreement between Landlord and Tenant, and it is specifically understood and agreed that in no event shall Landlord or the interest of Landlord in the Premises be liable for or subjected to any construction, materialmen's or laborer's liens for improvements or work made by or for Tenant; and this Lease specifically prohibits the subjecting of Landlord's interest in the Premises to any construction, materialmen's or laborer's liens for improvements made by Tenant or for which Tenant is responsible for payment under the terms of this Lease. All persons dealing with Tenant are hereby placed upon notice of this provision. In the event any notice or claim of lien shall be asserted of record against the interest of Landlord in the Premises or Building or the site on which it is located on account of or growing out of any improvement or work done by or for Tenant, or any person claiming by, through or under Tenant, for improvements or work the cost of which is the responsibility of Tenant, Tenant agrees to have such notice of claim of lien canceled and discharged of record as a claim against the interest of Landlord in the Premises, the Building or the Property (either by payment or bond as permitted by law), within ten (10) days after notice to Tenant by Landlord, and in the event Tenant shall fail to do so, Tenant shall be considered in default under this Lease.

**ARTICLE XII
ASSIGNMENT AND SUBLETTING**

Section 12.1 Tenant's Transfer.

(a) Tenant shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld. Any assignment, encumbrance or sublease without Landlord's written consent shall be voidable and, at Landlord's election, shall constitute a default hereunder. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this Section.

(b) If Tenant is a partnership, a withdrawal or change, voluntary, involuntary, or by operation of law, of any partner/or partners owning 50% or more of the partnership, or the dissolution of the partnership, shall be deemed a voluntary assignment.

(c) If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of a controlling percentage of the capital stock of Tenant, or the sale of 51% of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors, shall be deemed a voluntary assignment.

(d) Landlord may consent to the sublease of all or any part of the Premises provided Tenant and the sublessee enter into a sublease incorporating the same terms and conditions as contained herein (exclusive of rent), and Landlord shall be entitled to receive the total amount of any increased Rent, including sales tax, paid by a sublessee or assignee.

(e) Any assignment agreed to by Landlord shall be evidenced by a validly executed Assignment and Assumption of Lease Agreement. Any attempted transfer, assignment, subletting, mortgaging or encumbering of this Lease in violation of this Section shall be void and confer no rights upon any third person. Such attempt shall constitute a material breach of this Lease and entitle Landlord to the remedies provided for default.

(f) If, without such prior written consent, this Lease is transferred or assigned by Tenant, or if the Premises, or any part thereof, are sublet or occupied by anybody other than Tenant, whether as a result of any act or omission by Tenant, or by operation of law or otherwise, Landlord may, in addition to and not in diminution of, or substitution for, any other rights and remedies under this Lease, or pursuant to law to which Landlord may be entitled as a result thereof, collect Rent directly from the transferee, assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved.

(g) Any transfer to an affiliate of Tenant or in connection with a merger or consolidation by Tenant's business shall not require Landlord's consent and shall not result in any payment to Landlord.

Section 12.2 Tenant's Liability. Notwithstanding any assignment or sublease, and notwithstanding the acceptance of Rent by Landlord from any such assignee or sublessee, Tenant shall continue to remain liable for the payment of Rent hereunder and for the performance of all of the agreements, conditions, covenants and terms herein contained.

Section 12.3 Landlord's Right of Cancellation. Notwithstanding anything contained herein to the contrary, should Tenant desire to assign the Lease or sublease the Premises, and Landlord's consent is required, Landlord shall have the right, but not the obligation, to cancel and terminate the Lease and deal with Tenant's prospective assignee or sublessee directly and without any obligation to Tenant.

Section 12.4 Landlord's Transfer. Landlord shall have the right to sell, mortgage, or otherwise encumber or dispose of Landlord's interest in the Premises, the Building, the Property and this Lease.

Section 12.5 Minimum Rental Requirement. Notwithstanding anything to the contrary contained in this ARTICLE XII or in this Lease, Tenant may not, under any circumstances, assign this Lease or sublet the Premises or any part thereof until at least seventy-five (75%) percent of the rentable space in the Building has been leased by Landlord.

ARTICLE XIII OBLIGATIONS

Section 13.1 Obligations of Tenant. Tenant shall, during the Term of this Lease, at its sole cost and expense, comply with all valid laws, ordinances, regulations, orders and requirements of any governmental authority which may now or hereafter be applicable to the Premises or to its use, whether or not the same shall interfere with the use or occupancy of the Premises, arising from (a) Tenant's specific use of the Premises (but not office uses generally); (b) the manner or conduct of Tenant's business or operation of its installations, equipment or other property therein; (c) any cause or condition created by or at the instance of Tenant; or (d) breach of any of Tenant's obligations hereunder, whether or not such compliance requires work which is structural or non-structural, ordinary or extraordinary, foreseen or unforeseen; and Tenant shall pay all of the costs, expenses, fines, penalties and damages which may be imposed upon Landlord by reason or arising out of Tenant's failure to fully and promptly comply with and observe the provisions of this Section. Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof.

Section 13.2 Rules and Regulations. Tenant shall also comply with all reasonable and uniformly applied rules and regulations now existing (See Exhibit "E"), or as may be subsequently applied by Landlord to all tenants of the Building.

ARTICLE XIV RIGHT OF LANDLORD TO PERFORM TENANT'S COVENANTS

Section 14.1 Payment or Performance. Landlord shall have the right, upon ten (10) days prior written notice to Tenant (or without notice in case of emergency or in order to avoid any fine, penalty, or cost which may otherwise be imposed or incurred), following the expiration of any applicable cure period, to make any payment or perform any act required of Tenant under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorney's fees. Nothing herein shall imply any obligation on the part of Landlord to make any payment or perform any act required of Tenant, and the exercise of the right to do so shall not constitute a release of any obligation or a waiver of any default.

Section 14.2 Reimbursement. All payments made and all reasonable costs and expenses incurred in connection with Landlord's exercise of the right set forth in Section 14.1, shall be reimbursed by Tenant within ten (10) days after receipt of a bill setting forth the amounts so expended, together with interest at the annual rate of 10% from the respective dates of the making of such payments or the incurring of such costs and expenses. Any such payments, costs and expenses made or incurred by Landlord may be treated as Additional Rent owed by Tenant.

**ARTICLE XV
NON-LIABILITY AND INDEMNIFICATION**

Section 15.1 Non-Liability of Landlord. Neither Landlord, nor any beneficiary, joint venture partner, agent, servant, or employee of Landlord, nor any Superior Mortgagee (as defined in Article XX below), shall be liable to Tenant for any loss, injury, or damage to Tenant or to any other person, or to its property, except to the extent caused by or resulting from the gross negligence or intentional wrongful act of Landlord, its agents, servants or employees. Tenant recognizes that any Superior Mortgagee will not be liable to Tenant for injury, damage or loss caused by or resulting from the negligence of Landlord. Further, neither Landlord, nor any Superior Mortgagee, nor any joint venture partner, director, officer, agent, servant, or employee of Landlord shall be liable (a) for any such damage caused by other tenants or persons in, upon or about the Building, or caused by operations in construction of any private, public or quasi-public work; or (b) for incidental or consequential damages or lost profits arising out of any loss of use of the Premises, or any equipment or facilities therein, by Tenant or any person claiming through or under Tenant.

Section 15.2 Indemnification by Tenant. Tenant hereby agrees to indemnify Landlord and hold it harmless from and against all claims, actions, damages, liability, and expenses which may arise in connection with bodily injury, loss of life, and/or damage to property arising from or out of any occurrence in, upon, or at the Demised Premises, or the occupancy or use by Tenant of the Demised Premises or any part thereof, or to the extent occasioned by any negligent act or omission of Tenant, its agents, contractors, employees, servants, or subtenants except to the extent such damage is due to the negligent act or omission of Landlord, its agents or employees. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant in connection with the Demised Premises, Tenant hereby agrees to hold Landlord harmless and pay all costs, expenses, and reasonable attorney's fees and costs incurred by Landlord in connection with such litigation. Tenant also agrees to pay all costs, expenses, and reasonable attorney's fees which may be incurred by Landlord in enforcing the obligations of Tenant under this Lease. To the maximum extent permitted by law and except as otherwise provided in this Lease, Tenant agrees to use and occupy the Demised Premises at Tenant's own risk.

Section 15.3 Independent Obligations; Force Majeure. The obligations of Tenant or Landlord hereunder shall not be affected, impaired or excused, nor shall either party have any liability whatsoever to the other, because (a) such party is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of strike, other labor trouble, governmental pre-emption of priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies, labor or materials, acts of God or any other cause, whether similar or dissimilar, beyond such performing party's reasonable control; or (b) of any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises, by reason of any requirement, act or omission of the public utility or others serving the Building with electric energy, steam, oil, gas or water, or for any other reason whether similar or dissimilar, beyond such performing party's reasonable control. Tenant shall not hold Landlord liable for any latent defect in the Premises or the Building (provided the same is repaired by Landlord following notice from Tenant) nor shall Landlord be liable for injury or damage to person or property caused by fire, theft, or resulting from the operation of elevators, heating or air conditioning or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain, or dampness, which may leak or flow from any part of the Building, or from the pipes, appliances or plumbing work of the same except, in all such cases, if Landlord fails to repair the same within a reasonable period following notice from Tenant.

**ARTICLE XVI
DEFAULT**

Section 16.1 Events of Default. Tenant shall be in default under this Lease if any one or more of the following events shall occur:

(a) Tenant shall fail to pay any installment of the Rent and/or any expenses called for hereunder as and when the same shall become due and payable, and such default shall continue for a period of ten (10) days after the same is due; or

(b) Tenant shall default in the performance of or compliance with any of the other terms or provisions of this Lease, and such default shall continue for a period of thirty (30) days after the giving of written notice thereof from Landlord to Tenant, or, in the case of any such default which cannot, with bona fide due diligence, be cured within said thirty (30) days, Tenant shall fail to proceed within said thirty (30) day period to cure such default and thereafter to prosecute the curing of same with all due diligence (it being intended that as to a default not susceptible of being cured with due diligence within such period of thirty (30) days, the time within which such default may be cured shall be extended for such period as may be necessary to permit the same to be cured with due diligence); or

(c) Tenant shall assign, transfer, mortgage or encumber this Lease or sublet the Premises in a manner not permitted by ARTICLE XII; or

(d) Tenant shall file a voluntary petition in bankruptcy or any Order for Relief be entered against it, or shall file any petition or answer seeking any arrangement, reorganization, composition, re-adjustment or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Tenant of all or any substantial part of Tenant's properties; or

(e) If any creditor of Tenant shall file a petition in bankruptcy against Tenant or for reorganization of Tenant, under state or federal law, and if such petition is not discharged within ninety (90) days after the date on which it is filed; or

(f) Tenant shall abandon the Premises, then, and in any such event, or during the continuance thereof (subject to the time period described in subparagraph (e) above), Landlord may, at its option, by written notice to Tenant, designate a date not less than five (5) days from the giving of such notice on which this Lease shall end, and thereupon, on such date, this Lease and all rights of Tenant hereunder shall terminate.

Section 16.2 Surrender of Premises. Upon any such termination of this Lease, Tenant shall surrender the Premises to Landlord, and Landlord, at any time after such termination, may, without further notice re-enter and repossess the Premises without being liable to any prosecution or damages therefore, and no person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Premises.

Section 16.3 Reletting. At any time or from time to time after any such termination of this Lease, Landlord may relet the Premises or any part thereof, in the name of Landlord or otherwise, for such term or terms and on such conditions as Landlord, in its sole discretion, may determine, and may collect and receive the rents therefore. Landlord shall in no way be responsible or liable for any failure to relet the Premises or any part thereof or for any failure to collect any rent due upon any such reletting; provided, however, Landlord shall use reasonable efforts to mitigate its damages.

Section 16.4 Survival of Obligations. No termination, pursuant to this ARTICLE XVI, shall relieve Tenant of its liability and obligations under this Lease, and such liability and obligations shall survive any such termination.

Section 16.5 Holdover. Should Tenant hold over and remain in possession of the Premises at the expiration of any Term hereby created, Tenant shall, by virtue of this Section, become a Tenant at sufferance and shall pay Landlord twice the Rent per month of the last monthly installment of Rent above provided to be paid, calculated on a daily basis for the period of such holdover. Said tenancy at sufferance shall be subject to all the conditions and covenants of this Lease as though the same had been a tenancy at sufferance instead of a tenancy as provided herein, and Tenant shall give to Landlord at least five (5) days prior written notice of any intention to vacate the Premises, and shall be entitled to ten (10) days prior notice of any intention of Landlord to evict Tenant from the Premises in the event Landlord desires possession of the Premises; provided, however, that said Tenant at sufferance shall not be entitled to ten (10) days' notice in the event the said Rent is not paid in advance without demand, the ten (10) days written notice otherwise required being hereby expressly waived.

ARTICLE XVII DAMAGES/REMEDIES

Section 17.1 Damages. In the event this Lease is terminated under the provisions or any provisions of law by reason of default hereunder on the part of Tenant, Tenant shall pay to Landlord, as damages, at the election of Landlord, either:

(a) The present value of the entire amount of the Rent which would have become due and payable during the remainder of the Term of this Lease, in which event Tenant agrees to pay the same at once, together with all Rent theretofore due, at Landlord's address as provided herein; provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the Rent for the remainder of the said Term. Such present value shall be determined utilizing a discount rate of six percent (6%). The acceptance of such payment by Landlord shall not constitute a waiver of any failure of Tenant thereafter occurring to comply with any term, provision, condition or covenant of this Lease. If Landlord elects the remedy given in this Section 17.1(a), then same shall be Landlord's sole remedy for such default; or comply with any term, provision, condition or covenant of this Lease. If Landlord elects the remedy given in this Section 17.1(a), then same shall be Landlord's sole remedy for such default; or

(b) Sums equal to the Rent which would have been payable by Tenant had this Lease not been so terminated, payable upon the due dates therefor following such termination through the Expiration Date of this Lease.

If Landlord, at its option shall select the remedy set forth in Section 17.1(a), and shall thereafter relet the Premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents, as and when received by Landlord, the reasonable expenses incurred or paid by Landlord in terminating this Lease and in securing possession thereof, as well as the expenses of reletting, including, without limitation, the alteration and preparation of the Premises for new tenants, brokers' commissions, attorneys' fees and all other expenses properly chargeable against the Premises and the rental therefrom. It is hereby understood that any such reletting may be for a period shorter or longer than the remaining Term of this Lease but in no event shall Tenant be entitled to receive any excess of such net rents over the sum payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant hereto to a credit in respect of any net rents from a reletting, except to the extent that such rents are actually received by Landlord.

Section 17.2 Remedies. Lawsuits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term of this Lease would have expired, nor limit or preclude recovery by Landlord against Tenant of any sums or damages which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by

reason of any default hereunder on the part of Tenant. All remedies of Landlord provided for herein, or otherwise at law or in equity, shall be cumulative and concurrent.

ARTICLE XVIII EMINENT DOMAIN

Section 18.1 Taking. If the whole of the Building or the Premises or if more than 20% of the Building or the Property shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose, which renders the Premises untenable, this Lease shall terminate as of the date of vesting of title as a result of such taking, and the Base Rent and Additional Rent shall be prorated and adjusted as of such date.

Section 18.2 Award. Landlord shall be entitled to receive the entire award or payment in connection with any taking without deduction therefrom; provided, however, Tenant shall be entitled to receive a separate award attributable to its relocation costs and its tenant improvements so long as any such separate award does not represent the value of the loss of the Tenant's leasehold estate or otherwise reduce the amount of the award that would have otherwise been made payable to Landlord.

Section 18.3 Temporary Taking. If the temporary use or occupancy of all or any part of the Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose during the Term of this Lease, Tenant shall be entitled, except as hereinafter set forth, to receive that portion of the award or payment for such taking which represents compensation for the use and occupancy of the Premises, for the taking of Tenant's Property and for moving expenses, and Landlord shall be entitled to receive that portion which represents reimbursement for the cost of restoration of the Premises. This Lease shall be and remain unaffected by such taking and Tenant shall continue to pay the Rent in full when due. If the period of temporary use or occupancy shall extend beyond the Expiration Date of this Lease, that part of the award which represents compensation for the use and occupancy of the Premises (or a part thereof) shall be divided between Landlord and Tenant so that Tenant shall receive so much thereof as represents the period up to and including such Expiration Date and Landlord shall receive so much as represents the period after such Expiration Date. All monies received by Landlord as, or as part of, an award for temporary use and occupancy for a period beyond the date through which the Rent has been paid by Tenant, shall be held and applied by Landlord as a credit against the Rent becoming due hereunder.

Section 18.4 Partial Taking. In the event of any taking of less than the whole of the Premises, the Building and/or the Property, which does not result in termination of this Lease: (a) subject to the prior rights of a Superior Mortgagee, Landlord, at its expense, shall proceed with reasonable diligence to repair the remaining parts of the Building and the Premises (other than those parts of the Premises which are Tenant's Property) to substantially their former condition to the extent of the award or payment made to Landlord and to the extent that the same is feasible (subject to reasonable changes which Landlord shall deem desirable), so as to constitute a complete and tenantable Building and Premises; and (b) Tenant, at its expense, shall proceed with reasonable diligence to repair the remaining parts of the Premises which are deemed Tenant's Property pursuant hereto, to substantially their former condition to the extent feasible, subject to reasonable changes which Tenant shall deem desirable. Such work by Tenant shall be deemed alterations as described in Section 11.1 hereinabove. In the event of any partial taking of the Premises, Tenant shall be entitled to a reduction in Rent for the remainder of the Lease Term following such partial taking based upon the percentage of space taken from the Premises relative to the original Premises leased.

ARTICLE XIX QUIET ENJOYMENT

Section 19.1 Quiet Enjoyment. Landlord agrees that Tenant, upon paying all Rent and all other charges herein provided for and observing and keeping the covenants, agreements, terms and conditions of this Lease and the rules and regulations of Landlord affecting the Premises on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease.

ARTICLE XX SUBORDINATION AND ATTORNMEN

Section 20.1 Subordination. This Lease, and all rights of Tenant hereunder, are and shall be subordinate to any mortgage or other encumbrance, whether now of record or recorded after the date of this Lease, affecting the Premises, the Building or the Property. Notwithstanding that such subordination is self-operative without any further act of Tenant, Tenant shall, from time to time, within ten (10) days of request from Landlord, execute and deliver any documents or instruments that may be required by a Superior Mortgagee to confirm such subordination. Any mortgage to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Mortgage", and the holder of a Superior Mortgage is hereinafter referred to as a "Superior Mortgagee".

Section 20.2 Notice to Landlord and Superior Mortgagee. If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel this Lease or to claim a partial or total eviction, Tenant shall not exercise such right (a) until it has given written notice of such act or omission to Landlord and any Superior Mortgagee whose name and address shall previously have been furnished to Tenant; and (b) until a reasonable period of

time for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such Superior Mortgagee shall have become entitled under such Superior Mortgage to remedy the same.

Section 20.3 Attornment. If any Superior Mortgagee shall succeed to the rights of Landlord hereunder whether through possession or foreclosure action or delivery of a new lease or deed, then, at the request of such Superior Mortgagee, Tenant shall attorn to and recognize such Superior Mortgagee as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument such Superior Mortgagee may reasonably request to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct Lease between such Superior Mortgagee and Tenant, upon all terms, conditions, and covenants as set forth in this Lease, except that the Superior Mortgagee shall not: (a) be liable for any previous act or omission of Landlord under this Lease; (b) be subject to any offset, not expressly provided for in this Lease; or (c) be bound by any previous modification of this Lease or by any previous prepayment, unless such modification or prepayment shall have been previously approved in writing by such Superior Mortgagee. Further, upon such attornment, Landlord shall be released from any further obligations hereunder.

ARTICLE XXI LANDLORD'S RIGHT OF ACCESS

Section 21.1 Access for Maintenance and Repair. Except for the space within the inside surfaces of all walls, hung ceilings, floors, windows, and doors bounding the Premises, all of the Building including, without limitation, exterior walls, core interior walls and doors and any core corridor entrance, any terraces or roofs adjacent to the Premises, and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks, or other facilities of the Building, and the use thereof, as well as access thereto throughout the Premises for the purposes of operation, maintenance, decoration and repair, are reserved to Landlord. Landlord reserves the right, and Tenant shall permit Landlord, to install, erect, use and maintain pipes, ducts and conduits in and through the Premises provided the same are located above the dropped ceiling, behind walls, within columns or beneath the floor. Landlord shall be allowed to take all materials into and upon the Premises that may be required in connection therewith, without any liability to Tenant and without any reduction of Tenant's covenants and obligations hereunder. Upon reasonable prior notice to Tenant (except in an emergency), Landlord and its agents shall have the right to enter upon the Premises after normal business hours (except in an emergency) for the purpose of making any repairs therein or thereto which shall Landlord shall be required or permitted to make pursuant to this Lease, in such a manner as not to unreasonably interfere with Tenant in the conduct of Tenant's business on the Premises; and in addition, Landlord and its agents shall have the right to enter the Premises at any time in cases of emergency.

Section 21.2 Access for Inspection and Showing. Upon reasonable notice to Tenant and during normal business hours, Landlord and its agents shall have the right to enter and/or pass through the Premises to examine the Premises and to show them to actual and prospective purchasers, mortgagees or lessors of the Building. During the period of six (6) months prior to the Expiration Date of this Lease, Landlord and its agents may exhibit the Premises to prospective tenants.

Section 21.3 Landlord's Alterations and Improvements. If, at any time, any windows of the Premises are temporarily darkened or obstructed by reason of any repairs, improvements, maintenance and/or cleaning in or about the Building, or if any part of the Building, other than the Premises, is temporarily or permanently closed or inoperable, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease. Landlord reserves the right to make such changes, alterations, additions, and improvements in or to the Building (but not the Premises) and the fixtures and equipment thereof, as well as in or to the street entrances, doors, halls, passages, elevators, escalators and stairways thereof, and other public portions of the Building, as Landlord shall deem necessary or desirable, and no such alterations or changes shall be deemed a breach of Landlord's covenant of quiet enjoyment or a constructive eviction.

ARTICLE XXII SIGNS AND OBSTRUCTIONS

Section 22.1 Signs. Tenant shall not place or suffer to be placed or maintained upon any exterior door, roof, wall or window of the Premises or the Building, any sign, awning, canopy or advertising matter of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises except as approved by Landlord pursuant to the sign exhibit attached hereto as Exhibit "G", and will not place or maintain any freestanding standard within or upon the Common Area of the Building or immediately adjacent thereto, without first obtaining Landlord's express prior written consent. No exterior or interior sign visible from the exterior of the Building shall be permitted. Tenant further agrees to maintain any such signage approved by Landlord in good condition and repair at all times and to remove the same at the end of the Term of this Lease if requested by Landlord. Upon removal thereof, Tenant agrees to repair any damage to the Premises caused by such installation and/or removal.

Section 22.2 Obstructions. Tenant shall not obstruct the sidewalks, parking lots or other public portions of the Building or the Property in any manner whatsoever.

ARTICLE XXIII NOTICES

Section 23.1 Notices. Any notice or other information required or authorized by this Lease to be given by either party to the other may be sent (by first class pre-paid mail, or by federal express or otherwise nationally recognized courier service) to the other party at the address stated below. Any notice or other information given by mail pursuant to this Section which is not returned to the sender as undelivered shall be deemed to have been given on the fifth (5th) day after the

envelope containing any such notice or information was properly addressed, pre-paid, registered and mailed, and on the day after having been deposited with federal express or another nationally recognized courier service. The fact that the envelope has not been so returned to the sender shall be sufficient evidence that such notice or information has been duly given.

AS TO LANDLORD: HH Promenade, LLC
c/o Strategic Realty Services, LLC
500 Northpoint Parkway, STE 300
West Palm Beach, FL 33407
T: 561-471-5353
F: 561-471-5355

AS TO TENANT: Attn: _____
414 Lake Avenue
Lake Worth Beach, FL 33460

T:
F:

The above addresses may be changed at any time by giving thirty (30) days prior written notice as above provided. In addition to the foregoing, any notices of a legal nature shall be copied to:

HH Promenade, LLC
500 Northpoint Parkway, STE 300
West Palm Beach, FL 33407

ARTICLE XXIV MISCELLANEOUS

Section 24.1 Substitute Premises. At any time during the Term of this Lease, Landlord shall have the right to request in writing that Tenant move to substitute premises situated within the Building. The substitute premises shall contain the same approximate square footage and shall contain similar decor as the Premises. Except for the change in designation of Premises, all provisions of this Lease shall remain the same. Exclusive of the cost of address changes for supplies, Landlord shall pay the entire cost of relocating Tenant in, and all costs of preparing and decorating, the substitute premises. Tenant shall have thirty (30) days from the date of Landlord's request to accept the substitute premises. If said substitute premises are comparable in size, configuration, décor and accessibility to the Premises and Tenant refuses to accept the substitute premises or fails to reply to Landlord's request within the time stated or no such substitute premises is available, either party may, at its option, terminate this Lease upon thirty (30) days written notice to the other party.

Section 24.2 Environmental Indemnity. Tenant agrees to indemnify and hold Landlord harmless from and against any and all loss, claim, liability, damages, injuries to person, property, or natural resources, cost, expense, action or cause of action, arising in connection with the introduction by Tenant of any "Hazardous Substances" at the Premises, through the acts of Tenant, its employees, agents or invitees acting with Tenant's authority. The foregoing indemnity includes, without limitation, all costs in law or in equity of removal, remediation of any kind, and disposal of such Hazardous Substances, all costs of determining whether the Premises is in compliance and to cause the Premises to be in compliance with all applicable environmental laws, all costs associated with claims for damages to persons, property, or natural resources, and Landlord's reasonable attorneys' and consultants' fees and court costs. This indemnity shall survive the expiration or earlier termination of this Lease. For the purposes of definition, Hazardous Substances means any toxic or hazardous wastes, pollutants or substances, including, without limitation, asbestos, PBCs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9061 *et seq.*, hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act 49 U.S.C. Section 1802 *et seq.*

Section 24.3 Radon Gas. Pursuant to Florida Statutes, Section 404.056[8], the following disclosure is required by law: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 24.4 Broker Commission. Landlord and Tenant covenant, warrant and represent that Strategic Realty Services, LLC (hereinafter "Broker") were instrumental in bringing about and/or consummating this Lease. Further, neither Landlord nor Tenant have had any conversations or negotiations with any broker except Broker concerning the leasing of the Premises. Both parties agree to indemnify the other against and from any claims for any brokerage commissions (except

those payable to Broker) and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. This indemnity shall survive the expiration or earlier termination of this Lease. Landlord shall pay all brokerage commissions due Broker in accordance with a separate agreement between Landlord and Broker.

Section 24.5 Financial Statements. Intentionally Deleted

Section 24.6 Estoppel Certificates. Tenant agrees, at any time and from time to time as requested by Landlord, to execute and deliver to Landlord an estoppel certificate in the form of Exhibit "D" attached hereto and incorporated herein by this reference, together with such changes and additional information as a Superior Mortgagee may reasonably request. In the event Tenant fails to comply with this Section, such failure shall constitute a material breach of this Lease and Rent shall continue to accrue, but Landlord shall be under no obligation to deliver possession of the Premises.

Section 24.7 Approval by Mortgagee. Intentionally Deleted

Section 24.8 No Recordation. This Lease shall not be recorded by Tenant in the Public Records of Palm Beach County, Florida, or in any other place. Any attempted recordation by Tenant shall render this Lease null and void and entitle Landlord to the remedies provided for Tenant's default. However, at the request of Landlord, Tenant shall promptly execute, acknowledge and deliver to Landlord a Memorandum of Lease with respect to this Lease, and a Memorandum of Modification of Lease with respect to any modification of this Lease, sufficient for recording. Such Memorandum shall not be deemed to change or otherwise affect any of the obligations or provisions of this Lease.

Section 24.9 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease shall remain in full force and effect. The table of contents, captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease on Tenant's or Landlord's part to be performed, shall be deemed and construed as a separate and independent covenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender, as the context may require.

Section 24.10 Relationship of Parties. Nothing contained in this Lease will be deemed or construed to create a partnership or joint venture between Landlord and Tenant, or to create any other relationship between the parties other than that of Landlord and Tenant.

Section 24.11 Capacity to Execute Lease. If Tenant is other than a natural person, Tenant represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Tenant further represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Landlord, and that upon such execution and delivery, the Lease shall be valid and binding upon Tenant in accordance with its respective terms and conditions. To further evidence the foregoing, upon request by Landlord, Tenant shall deliver to Landlord an appropriate corporate or partnership resolution specifying that the signator to the Lease has been duly authorized to execute same on behalf of Tenant. Landlord represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Tenant, and that upon such execution and delivery, the Lease shall be valid and binding upon Landlord in accordance with its respective terms and conditions.

Section 24.12 Exculpation of Landlord. Landlord's obligations and liability to Tenant with respect to this Lease shall be limited solely to Landlord's interest in the Property, and neither Landlord nor any of the partners of Landlord, nor any officer, director, or shareholder of Landlord, shall have any personal liability whatsoever with respect to this Lease.

Section 24.13 Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant or Tenant's use or occupancy of the Premises.

Section 24.14 Attorney's Fees. Tenant agrees to pay to Landlord all costs and expenses, including reasonable attorneys' fees and court costs, incurred by Landlord in enforcing any of the terms, covenants or conditions of this Lease, or of any of its rights and remedies under Chapter 83, Florida Statutes, as may hereinafter be amended.

Section 24.15 Americans With Disabilities Act of 1990 (ADA). Subject to the provisions of the Lease, Landlord agrees and acknowledges that Landlord shall be responsible for compliance with the Title III of the ADA in the common areas of the Building, as defined elsewhere in the Lease. Landlord represents that it is currently making good faith efforts to bring the common areas into compliance with the requirements of Title III of the ADA. Tenant represents and covenants that Tenant shall be fully responsible for compliance with the ADA of any and all improvements located within the Leased Premises, regardless of who pays for or performs such improvements. Tenant covenants and agrees that any and all future alterations or improvements made by Tenant to the Leased Premises shall comply with the ADA. Upon the request of Landlord, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord that such work was performed in compliance with the ADA. Tenant represents and covenants that it shall conduct its occupancy and use of the Premises in accordance with the

ADA (including, but not limited to modifying its policies, practices and procedures, and providing auxiliary aids and services to persons with disabilities.) Landlord and Tenant agree to indemnify the other for any costs, claims, damages, losses or expenses (including the costs of consulting and legal fees) arising out of the other's breaching its respective responsibilities for compliance with the ADA as required in this Lease. This indemnity shall survive the termination of this Lease.

Section 24.16 Entire Agreement. This Lease constitutes the entire understanding between the parties and shall bind the parties hereto, their successors and assigns. No representations, except as herein expressly set forth, have been made by either party to the other, and this Lease cannot be amended or modified except by a writing signed by Landlord and Tenant.

Section 24.17. Submission of Lease. Submission of this Lease for examination does not constitute an option for the demised premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant.

The parties have executed this Lease as of the day and year first above written.

"LANDLORD"

HH Promenade, LLC
A Florida Limited Liability Company

By: _____
_____, Manager

"TENANT"

By: _____

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION

TOWN OF LAKE WORTH LTS 3 THRU 8 (LESS W 5 FT N FED HWY R/W) BLK 28.

DRAFT

Exhibit "B"

Floor Plans

Suite 202-203

PLAN LEGEND

- THICK LINE: EXISTING WALL
- THIN LINE: EXISTING DOOR
- DASHED LINE: EXISTING WINDOW
- SOLID LINE: NEW WALL
- DASHED LINE: NEW DOOR
- DASHED LINE: NEW WINDOW

SCHEDULE OF FINISHES

NO.	LOCATION	FINISH SCHEDULE	TYPE
1	OFFICE	30' x 80'	GLASS DOOR
2	OFFICE	30' x 80'	GLASS DOOR
3	KITCHEN	30' x 80'	SOLID DOOR

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL JURISDICTION.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.

5. ALL UTILITIES SHALL BE PROTECTED AND NOT TO BE MOVED OR ALTERED WITHOUT THE WRITTEN APPROVAL OF THE LOCAL JURISDICTION.

6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND FINISHES.

8. ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.

9. ALL WASTE SHALL BE REMOVED FROM THE SITE DAILY.

10. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND FINISHES.

12. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND FINISHES.

14. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

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17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND FINISHES.

18. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND FINISHES.

20. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

Suite 104

FURNITURE/EQUIP. PLAN
1/8" = 1'-0"

KEYED NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.

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20. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

ROOM NO.	PAINT	FLOORING	BASE	NOTES
101	P3	CS	B2	SEE NOTE A/B
102	P3	CS	B2	SEE NOTE A
103	P3	CS	B2	SEE NOTE A
104	P3	CS	B2	SEE NOTE A
105	P3	CS	B2	SEE NOTE A
106/107	P3	CS	B2	SEE NOTE A

FINISH SPECIFICATIONS:

1. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.

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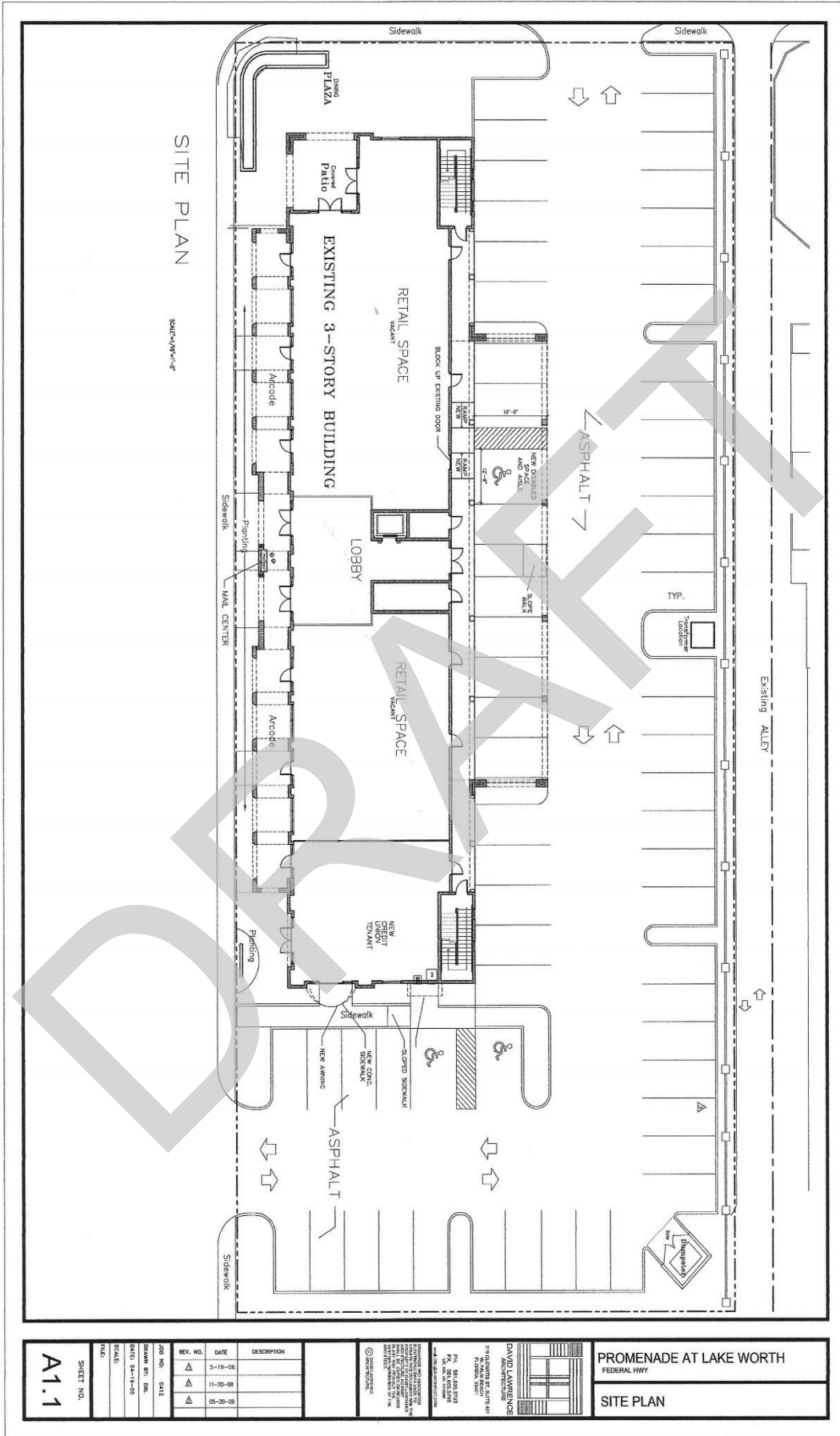
Edward Jones
BRANCH FACILITIES
BRANCH OFFICE 33715
02.10.16

120 N. FEDERAL HWY
SUITE 104
LAKE WORTH, FL 33480

SQUARE FOOTAGE 1244

EXHIBIT "C"

SITE PLAN



SITE PLAN
SCALE: 1/8"=1'-0"

<p>PROMENADE AT LAKE WORTH FEDERAL HWY</p>													
<p>SITE PLAN</p>													
<p>DAVID LAWRENCE ARCHITECTURE 1100 QUINCY BL. SUITE 401 LAKE WORTH, FL 33460 TEL: 561-961-1111 WWW.DLAARCHITECTURE.COM</p>													
<p>PROVIDING THIS DOCUMENT DOES NOT CONSTITUTE AN ENDORSEMENT OR A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.</p>													
<table border="1"> <thead> <tr> <th>REV. NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>5-19-06</td> <td></td> </tr> <tr> <td>2</td> <td>11-20-08</td> <td></td> </tr> <tr> <td>3</td> <td>05-26-09</td> <td></td> </tr> </tbody> </table>	REV. NO.	DATE	DESCRIPTION	1	5-19-06		2	11-20-08		3	05-26-09		<p>PROJ. NO.: 0411 DRAWN BY: DML DATE: 04-14-08 SCALE: TITLE:</p>
REV. NO.	DATE	DESCRIPTION											
1	5-19-06												
2	11-20-08												
3	05-26-09												
<p>SHEET NO. A1.1</p>													

EXHIBIT "D"

ESTOPPEL CERTIFICATE - TENANT

Re: Lease dated _____
between **HH Promenade, LLC**, (Landlord)
and _____ (Tenant)

Gentlemen:

We understand and acknowledge the receipt of notice that the Lease between ourselves, as Tenant, and **HH Promenade, LLC**, a Florida Limited Liability Company as Landlord, dated _____ (hereinafter called the "lease", which term shall include the amendments thereto, if any) which leased to us the premises described therein (the "Demised Premises"), was or will be assigned to you by the Landlord, in an Assignment of Rents, Leases, and Other Benefits, in consideration of a Loan made by you to Landlord, all as more fully described in said Assignment.

To induce you to make the Loan evidenced by the Note to Landlord, we hereby certify and represent to you the following:

1. The Lease constitutes the entire agreement between the parties to it and has not been modified or amended except by Amendments dated _____.
2. We have not "right of first refusal," "option to purchase" or any other right to purchase all, or any portion of, the Demised Premises.
3. We have accepted and are in possession of the Demised Premises, which have been satisfactorily completed in all respects, and we are currently open for business.
4. The Lease is in full force and effect and the Landlord has fulfilled all of its obligations, covenants, and warranties under the Lease and is not in default in any manner.
5. We have no defenses, offsets, credits, or counterclaims to our obligations under the Lease.
6. We have commenced to pay fixed rent in the amount of \$_____ per month under the Lease, the primary term of which commenced on _____ and expires on _____; and, we have deposited the sum of \$_____ as a security deposit and the sum of \$_____ prepaid rent.
7. No advance rental or other payment has been made in connection with the Lease, except rental for the current month, there is not "free rent" or other concession under the remaining term of the Lease and the rent has been paid to and including _____, 20_____.
8. All rental payments and other monies due under the Lease shall be paid as therein provided until we have been otherwise notified by you, and thereafter in accordance with your notification. Any monies due pursuant to a lease buyout agreement, which buyout shall require your prior written consent, shall be delivered to you in full.
9. We agree not to change the use of or structurally alter the Demised Premises, or to amend, cancel or assign the Lease or to sublease without your prior written consent.
10. You are hereby given the right to cure Landlord's defaults within thirty (30) days after receipt of written notice by the undersigned of Landlord's failure so to do; provided, however, that said thirty (30) day period shall be extended (i) so long as within said thirty (30) day period you have commenced to cure and are proceeding with due diligence to cure said defaults, or (ii) so long as you are proceeding with a foreclosure action against Landlord and will commence to cure and will proceed with due diligence to cure said defaults upon the resolution of said foreclosure action.
11. We shall not look to you, your successors or assigns, for the return or credit of the security deposit or prepaid rent, if any, unless said monies have been transferred to you. The amount of the security deposit held by the Landlord is \$_____ the amount of prepaid rent is \$_____.
12. The person executing this Certificate is duly authorized and empowered in all respects to do so on behalf of the undersigned Tenant.

13. We do not engage in the generation, storage, or disposal of hazardous wastes or hazardous substances, and the Demised Premises are not and shall not be used for such purposes. We have received no notice of, and otherwise have no knowledge of, any local, state or federal environmental regulatory action regarding the conduct of our business, the Demised Premises, or the property of Landlord of which the Demised Premises are a part (the "Property"). We agree to send to you a copy of any notice received by us of any pending or threatened environmental regulatory action, and to notify you immediately should we become aware of the release or discharge of any hazardous substances on or in the Demised Premises or the Property.

14. Neither you nor your successors or assigns shall be or become subject to any liability or obligation under the Lease or otherwise, until you shall have obtained title to the Demised Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that you obtain title to the Demised Premises.

Very truly yours,
TENANT:

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT "E"

TENANT RULES & REGULATIONS

1. PARKING

Tenants and occupants of the building shall have access to the parking area through common driveways. The parking areas are non-exclusive and available to all Tenants and their employees, licensees, and guests, other than reserved spaces. Landlord may, at any time during the term by notice to Tenant, designate for Tenants' use other reasonable parking spaces on the land, provided the number of parking spaces is not reduced, by mutual agreement. No commercial or recreational vehicles shall be parked on the premises except those vehicles parked on a short-time temporary basis while delivering, repairing or servicing the Building and/or its Tenants.

2. SIGNAGE

Tenant shall not affix any device, sign or other fixture to the outside of the building or any window, door, or hallway without the written consent of the Landlord, in each and every case.

It is hereby understood that the Premises herein leased are part of an office building consisting of professional suites, and it is understood that there shall be uniformity as to appearance of all signage relating to this Building. Signage shall consist of the following:

- A. A site sign designed by Landlord and maintained by Landlord shall contain the name of the Center.
- B. All signage for the building will be of the same look and family size and letter style. No advertising type signs shall be allowed. The Landlord reserves the right, however, to attach such signs to the Premises as are necessary for leasing and marketing purposes.
- C. Landlord shall cause to be placed a sign directly adjacent to each Tenants' entrance. Each sign shall be of a standard size and background color that will conform to the overall concept of the Center. At the Tenant's expense, the Landlord shall provide the Tenant with a sign face, identifying the Tenant and his line of work. Such sign faces shall conform to the artwork as approved by both Landlord and Tenant.

3. No curtains, draperies, blinds, shades, screens or other covering shall be attached to or hung or used in connection with any window or door of the demised Premises without the prior written consent of the Landlord, in each and every case. Curtains, draperies, blinds, shades, screens or other covering must be of a quality type design and color approved by Landlord. Further, all draperies, shades, screens, or other covers shall have a neutral color of fabric facing exterior window views.

No awnings or other projections shall be attached to the outside walls of the Building. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition, or wall which may appear unsightly from inside or outside of the Premises.

4. The parking areas, sidewalks, entrances, passages, courts, stairways, corridors, and halls shall not be obstructed or encumbered by any Tenant, unless a Tenant is specifically granted such right in his Lease, nor used for any purpose other than ingress or egress to and from the Premises.
5. In the event Tenant must dispose of crates, boxes, etc. which will not fit into office wastepaper baskets, it will be the responsibility of Tenant to dispose of same. In no event shall Tenant set such items in the public hallways or other areas of the building or parking areas, excepting Tenant's own premises for disposal.
6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed and no sweepings, rubbish, rags, or other substances shall be placed therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors, or licensees shall have caused the same.
7. No Tenant shall mark, paint, drill into, or in any way deface any part of the Premises or the building of which they form a part. No boring, cutting, or stringing of wires shall be permitted, except with the prior written consent of the Landlord and as it may direct, in each and every case.
8. No bicycles, vehicles, or animals of any kind shall be brought into or kept in or about the Premises. No Tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.
9. No Tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, musical noise, whistling, singing, or in any other way. No Tenant shall throw anything out of the doors, windows, or skylights, or down the passageways.

10. Each Tenant, upon occupancy of its space, will be issued two (2) keys to the leased space. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Each Tenant must, upon the termination of his tenancy, return to the Landlord all keys of offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant, and in the event of the need for additional keys, or the loss of any keys so furnished, such Tenant shall pay to the Landlord the cost thereof, as determined, from time to time, by the Landlord.
11. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place during the normal business hours which the Landlord or its agent may determine from time to time. The Landlord reserves the right to prescribe the weight and position of all safes, which must be placed upon 2 inch thick plank strips to distribute the weight. The moving of safes or other fixtures or bulky matter of any kind must be made after previous notice to and approval of the Manager of the building. Any damage done to the Building or to the Tenants or to other persons in bringing in or removing safes, furniture or other bulky or heavy articles shall be paid for by the Tenant.
12. Canvassing, soliciting and peddling in the Building is prohibited and each Tenant shall cooperate to prevent the same.
13. The Landlord may retain a pass key to the Leased Premises, and allowed admittance thereto at all times to enable the representatives to examine the said Premises.
14. The Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Premises, and for the preservation of good order therein, and any such other or further rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of the execution hereof.
15. No Tenant, nor any of the Tenant's servants, employees, agents, visitors, or licensees, shall at any time bring or keep upon the Premises any inflammable, combustible, or explosive fluid, chemical or substance.
16. Landlord will not be responsible for any lost or stolen personal property, equipment, money or jewelry from Tenant's Premises or public rooms regardless of whether such loss occurs when the area is locked against entry or not.
17. Landlord shall not permit the preparation of food for consumption on the Premises nor use the facilities for the preparation of food without written consent, in each and every case. Tenant shall not use the Premises for housing, lodging, sleeping nor any immoral or illegal purpose.
18. Tenant and its employees, and visitors are not permitted to smoke or consume food or beverages in the common area.
19. Tenant shall not operate, or permit to be operated, any mechanical machinery, steam engine, boiler, or stove without Landlord's written consent, in each and every case; Tenant will not allow the use of oil, burning fluids, kerosene, gasoline or other fuels within the Premises.
20. No article deemed as extra hazardous on account of fire or explosion shall be brought into the Premises.
21. No loitering or littering.
22. It is understood and agreed that Landlord has the undisputed right to temporarily discontinue water, electric, air conditioning, elevator, or any other service necessary for the proper maintenance, repair or improvement of the Building.
23. In the event of any inconsistency between the Lease with Tenant and the rules and regulations herein, the terms of the Lease shall control.

EXHIBIT "F"

ELECTRICAL SERVICE AGREEMENT

PREMISES: Suite 203

Address: 120 N Federal Highway, Lake Worth, FL 33460

LEASE DATED: _____

BETWEEN: HH Promenade, LLC.

and

_____.

1. Tenant's electrical service is separately metered.
2. Tenant is responsible for initiating and terminating electrical service.
3. Tenant's security deposit will be applied to any unpaid electric utility bills, if applicable.

DRAFT

EXHIBIT "G"

The Promenade at Lake Worth

SIGN CRITERIA

Landlord agrees to furnish at tenant's expense one sign located on a panel which is in conformity with the following criteria:

OFFICE SPACE 2nd and 3rd Floors



TENANT'S SIGN TO READ: _____.

TENANT'S NAME: _____.

DATE:

DRAFT