



AGENDA
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING - REVISED
CITY HALL COMMISSION CHAMBER
MONDAY, OCTOBER 30, 2023 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Reinaldo Diaz

AGENDA - Additions / Deletions / Reordering:

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

- A. Water Utility update by Sam Heady, Water Utility Director
- B. Electric Utility Update by Ed Liberty, Electric Utility Director

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [September 26, 2023](#)

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

- A. [Resolution No. 42-2023 of The City of Lake Worth Beach, Florida, to approve Locally Funded Agreement with the Florida Department of Transportation for Street Lighting Improvements along A1A within the boundaries of the City; and providing for Repeal of Conflicts and an Effective Date.](#)
- B. [Florida Municipal Electric Association, Inc \(FMEA\) Mutual Aid Agreement Supplement for Reimbursement and Documentation Matters](#)
- C. [Amendment No. 1 to Agreement 22FRP70 with the Florida Department of Environmental Protection](#)
- D. [Task Order No. 12 for Mock Roos and Associates to conduct the Initial Lead Service Line Inventory](#)

UNFINISHED BUSINESS:

- A. [Purchased Power Cost Adjustment Update \(PCA\)](#)
- B. [Discussion regarding the frequency of PCA updates and the types of information to include, brought forward by Commissioner Stokes](#)

NEW BUSINESS:

- A. [Agreement with PJ's Land Clearing & Excavating, Inc. for removal and disposal of lime sludge for Water Utilities](#)
- B. [Resolution No. 48-2023 -- Excessive Force Policy](#)

- C. [Agreement with Powerserve Technologies, Inc. for the Construction of the new Canal Distribution Substation](#)
- D. [Task Order No. 2 with RCM Technologies \(USA\) Inc., for Engineering Services to design the first of two \(2\) new 26kV feeder circuits from the Main Yard to the new 6th Ave South substation](#)
- E. [Task Order No. 3 with RCM Technologies \(USA\) Inc., for Engineering Services to design the second of two \(2\) new 26kV feeder circuits from the Main Yard to the new 6th Ave South substation](#)
- F. [Wireless Data Communications Services Agreement with Kirms Communication LLC](#)

ADJOURNMENT:

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

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

**MINUTES
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, SEPTEMBER 26, 2023 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:05 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:16)

Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega (arrived at 6:06 PM), Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Y. Davis, Assistant City Attorney Christy L. Goddeau and Deputy City Clerk Shayla Ellis.

PLEDGE OF ALLEGIANCE: (0:32) led by Mayor Betty Resch.

AGENDA - Additions/Deletions/Reordering:

There were no changes to the agenda.

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

A. Electric Utility Update by Ed Liberty, Electric Utility Director (1:10)

B. Water Utility Update by Sam Heady, Water Utility Director (1:41)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (9:55)

APPROVAL OF MINUTES: (11:34)

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

A. August 29, 2023

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

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items) (12:00)

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

- A. Amendment No. 1 to Agreement 22FRP69 between the Florida Department of Environmental Protection and the City of Lake Worth Beach
- B. Fiscal Year 2024 Resilient Florida Grant Program Additional Funding Request for the Eden Place Sea Level Rise Mitigation Project
- C. Fiscal Year 2024 Resilient Florida Grant Program Application for the 9th Avenue South Pump Station Project
- D. Fiscal Year 2024 Resilient Florida Grant Program Application for the Parrot Cove Stormwater Resiliency Project

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

UNFINISHED BUSINESS:

- A. Purchased Power Cost Adjustment Update (PCA) (12:08)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to maintain the current PCA rates.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy and Commissioners Stokes and Diaz. NAYS: Commissioner Malega.

- B. Resolution No. 31-2023 – Establishment of an Electric Utility Rate Stabilization Fund (47:22)

Action: Motion made by Commissioner Malega to transfer \$500,000 for the Establishment of the Rate Stabilization Fund. **Motion died for lack of a second.**

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to transfer \$2.5 million for the Establishment of the Rate Stabilization Fund. Motion amended to transfer \$2.5 million to Rate Stabilization Fund and bring back a resolution at a future meeting for the transfer of \$500,000 to a Storm Fund.

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

NEW BUSINESS:

- A. Resolution No. 43-2023 – Establishing the rates and charges for the Electric Utility for Fiscal Year 2024 (1:03:19)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve Resolution No. 43-2023 – Establishing the rates and charges for the Electric Utility for Fiscal Year 2023-2024.

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

B. Resolution No. 44-2023 – Establishing the rates and charges for the Water System for Fiscal Year 2023-2024 (1:03:43)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve Resolution No. 44-2023 – Establishing the rates and charges for the Water Utility for Fiscal Year 2023-2024.

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

C. Resolution No. 45-2023 – Establishing the rates, fees and charges for the City’s Sub-regional Sewer System for Fiscal Year 2023-2024 (1:03:59)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve Resolution No. 45-2023 – Establishing the rates and charges for the City’s Sub-regional Sewer System for Fiscal.

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

D. Resolution No. 46-2023 – Establishing the rates and charges for the Local Sewer System for Fiscal Year 2023-2024 (1:04:16)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve the water meter purchase with Badger Meter for the City’s Water Utility Department.

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

E. Agreement with Encop, Inc. for the renovation of Men’s Room, the Employee Lounge, small Ladies’ Room, Supplies Room and for construction of the Linemen’s Ready Room at the 1900 2nd Avenue North Building (1:04:30)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the agreement with Encop Inc., to provide construction services for the renovations of the 1900 Building – Phase 2 at a cost not to exceed \$242,467.30.

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

F. Exception to Procurement Approval for NuCAT Corporation Work Orders 61 thru 73 (1:05:44)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Malega to approve Work Orders #61 to #73 for the total aggregate cost of \$412,672.

Vote: Voice vote showed: AYES: Mayor Resch, Commissioners Malega, Stokes and Diaz. NAYS: Vice Mayor McVoy.

G. Request for approval for the City of Lake Worth Beach to join the Transmission Operator Alliance operated by Orlando Utilities Commission on behalf of Alliance parties (1:24:28)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the City of Lake Worth Beach signing the Transmission Operator Alliance Agreement and becoming a member of the Alliance.

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

H. Approval of contracts with L. E. Myers Co., Michels Power Inc., Wilco Electrical LLC., and Hooper Corporation to provide construction services for the Electric Utility System Hardening and Reliability Improvement Program (1:42:12)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the construction services agreements with L. E. Myers Co., Michels Power Inc., Wilco Electrical LLC., and Hooper Corporation for the Electric Utility System Hardening and Reliability Improvement Program Project.

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

I. Approval of contracts with NuCAT Corp., TeamWorknet, Inc and Powerserve Technologies, Inc for professional services to perform electrical equipment inspection, testing, repair and maintenance for the City's Electric Utility (1:46:39)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the contracts with NuCAT Corp., TeamWorknet, Inc. and Powerserve Technologies, Inc. for professional services to perform electrical equipment inspection, testing, repair and maintenance for the City's Electric Utility systems and facilities.

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

J. Agreement with Bermex, Inc. for the reading of electric and water utility meters during emergency situations (1:47:00)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the agreement with Bermex, Inc. for the reading of electric and water utility meters on an as-needed basis.

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

K. Agreement with Gresco Utility Supply, Inc., for the purchase and delivery of 27 kV Capacitor Banks (1:48:07)

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

agreement with Gresco Utility Supply, Inc., to provide and deliver 27 kV, 4 MVAR 2-STEP Shunt Capacitor Banks to the city at a cost not to exceed \$581,523.

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

L. Resolution No. 47-2023 – Designate Vaughn Hayduk as the City’s Board Member for the East Central Regional Water Reclamation Facility (ECR) as Sam Heady’s alternate member representing Lake Worth Beach (1:48:32)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to designate Vaughn Hayduk as an Alternate Board Member for ECR representing Lake Worth Beach.

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

M. Piggyback agreement with Tripp Electric, Inc. for pump, motor, and equipment services (1:48:57)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the piggyback agreement with Tripp Electric Motor, Inc. for motor and pump repairs for an amount not to exceed \$150,000.00.

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

N. Third Amendment to Agreement with Allied Universal Corporation to purchase Sodium Hypochlorite (Bleach) for water treatment and odor control (1:49:09)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the third amendment to agreement for purchasing bulk Sodium Hypochlorite from Allied Universal Corporation for an amount not to exceed \$250,000.00 for Fiscal Year 2024.

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

O. Piggyback agreement with Miller Pipeline, LLC for the provision of Wastewater Collection System Rehabilitation Services (1:50:16)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve the piggyback agreement with Miller Pipeline, LLC pipeline contractor services.

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

P. Agreement for On-Call Large Pipeline Contractor Services with Amici Engineering Contractors, LLC (1:50:39)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the piggyback agreement with Amici Engineering Contractor, LLC for on-call large pipeline contractor services.

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

Q. Purchase Order with PSI Technologies, Inc. for a Wilo Sewage Pump for the Regional Master Pump Station (1:51:17)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve Purchase Order with PSI Technologies Inc. for a Wilo Sewage Pump for the Water Utilities Department for a cost not to exceed \$251,100.00.

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

ADJOURNMENT: (1:51:34)

Action: Motion made by Commissioners Malega and seconded by Vice Mayor McVoy to adjourn the meeting at 7:56 PM.

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

ATTEST:

Melissa Ann Coyne, City Clerk

Betty Resch, Mayor

Minutes Approved: October 31, 2023

Item time stamps correspond to the meeting recording on YouTube.

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 30, 2023

DEPARTMENT: Electric Utility

TITLE:

Resolution No. 42-2023 of The City of Lake Worth Beach, Florida, to approve Locally Funded Agreement with the Florida Department of Transportation for Street Lighting Improvements along A1A within the boundaries of the City; and providing for Repeal of Conflicts and an Effective Date.

SUMMARY:

Resolution 42-2023 for a Maintenance Memorandum of Agreement and a Locally Funded Agreement (LFA) with the Florida Department of Transportation (FDOT) for Street Lighting Improvements along SR A1A (also known as S. Ocean Boulevard) in the amount of \$18,028.00.

BACKGROUND AND JUSTIFICATION:

As a part of the continual updating of the State of Florida Highway System, the FDOT is proposing to install lighting improvements for the purpose of vehicular and pedestrian safety to include decorative lighting, to meet the specific lighting requirements for sea turtle nesting beaches as needed, and other hardscape improvements, in compliance with the ADA accessibility Act. The total cost of the FDOT's construction work along A1A / S. Ocean Boulevard is \$3,817,024.00.

The FDOT will match the City's existing decorative lighting improvements provided the City enters into a Locally Funded Agreement (LFA) at a cost of \$18,028.00 for the fixture upgrade. Work will improve the intersection at Lake Avenue and S. Ocean Boulevard and South along the A1A roadway generally to the south end of Barton Park within the boundaries of the City, totaling 16 decorative street lights.

The Amendment to the Maintenance Memorandum of Agreement, previously approved and executed, stipulates the City will maintain all existing non-standard light fixtures and light poles within the limits of the City to include this portion of A1A.

MOTION:

Move to approve/disapprove Resolution 42-2023 approving the Locally Funded Agreement (LFA) for the FDOT to upgrade and match new street lighting to the City's existing decorative lighting in the amount of \$18,028.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 42-2023
Locally Funded Agreement
Escrow Agreement
FDOT Map showing S. Ocean Blvd. Route – Decorative Lighting

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	\$18,028	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric Utility
Division	
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6020-531-64.40
Project Number	EL2304
Requested Funds	\$18,028
Remaining Balance	
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Bond Money

RESOLUTION NO. 42-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LIGHTING IMPROVEMENTS TO STATE ROAD A1A; AND PROVIDING FOR REPEAL OF CONFLICTS AND AN EFFECTIVE DATE

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

WHEREAS, the Florida Department of Transportation (“FDOT”) has jurisdiction over State Road A1A (also known as S. Ocean Boulevard) within the jurisdictional boundaries of the City; and

WHEREAS, FDOT seeks to install certain lighting improvements on S. Ocean Boulevard (specifically from Mile Post 20.348, the roadway along Barton Park to Mile Post 20.594, the north side of the Lake Avenue and S. Ocean Blvd. intersection) within the City’s boundaries, to include decorative lighting, and

WHEREAS, on July 25, 2023, the City approved Amendment No. 1 to the Maintenance Memorandum of Agreement to expand the Federal Highway (SR-5) project to include decorative lighting to be installed along SR-A1A (S. Ocean Drive) within the City’s boundaries and to have the City maintain the improvements after installation; and

WHEREAS, FDOT is providing funding for most of the improvements being made to S. Ocean Boulevard within the City; however, the City is required to provide local funding for the decorative improvements to match existing decorative improvements; and

WHEREAS, FDOT has proposed a Locally Funded Agreement which provide the responsibilities of FDOT and the City with regards to the installation of the improvements, the funding of the improvements, and a Three-Party Escrow Agreement to be established for the deposit and withdrawal of the project’s funding; and,

WHEREAS, the improvements project detailed in the Locally Funded Agreement is in the best interests of both the City and FDOT; and,

WHEREAS, the City Commission has determined that entering the Locally Funded Agreement with FDOT serves a valid public purpose.

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

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

Section 2. The City Commission hereby approves the Locally Funded Agreement with FDOT for the decorative lighting improvements to be installed by FDOT and directs the Mayor and City Clerk to execute the same including the exhibits thereto. A copy of this Resolution shall be provided to FDOT along with the executed agreement.

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

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

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the ____ day of _____ 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT**

THIS Locally Funded Agreement ("Agreement"), entered into this _____ day of _____, 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Lake Worth Beach located at 7 N. Dixie Highway, Lake Worth Beach, FL 33460, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide additional financial assistance to the DEPARTMENT for construction (resurfacing) work along SR-A1A from South of Lake Avenue to North of Ibis Way in Palm Beach County, Florida. (Financial Management (FM) Number 447663-1-52-01, Funded in Fiscal Year 2024/2025); and

WHEREAS, as part of the DEPARTMENT'S construction work, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work: Installation of decorative lighting (FM Number 447663-1-52-03) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the "Project"; and

WHEREAS, the PARTICIPANT has agreed to provide the DEPARTMENT with the additional funding needed for the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT'S input in its decisions.

5. The total cost for the Project and the DEPARTMENT'S resurfacing work along SR-A1A, is estimated to be THREE MILLION EIGHT HUNDRED SEVENTEEN THOUSAND TWENTY-FOUR DOLLARS AND NO CENTS (\$3,817,024.00). The PARTICIPANT'S payment for the Project is an estimated amount of EIGHTEEN THOUSAND AND TWENTY-EIGHT DOLLARS AND NO CENTS (\$18,028.00), which sum the PARTICIPANT shall remit to the DEPARTMENT pursuant to the terms of this Agreement. In the event the actual cost of the Project is less than the PARTICIPANT'S payment, the difference shall be refunded to the PARTICIPANT. In the event that the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, then any additional cost shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

A. The PARTICIPANT agrees that it will, within thirty (30) calendar days of the execution of this Agreement, remit payment to the DEPARTMENT in the amount of EIGHTEEN THOUSAND AND TWENTY-EIGHT DOLLARS AND NO CENTS (\$18,028.00) for the Project costs.

In the event payment is not received by the DEPARTMENT within thirty (30) calendar days of execution of this Agreement, the DEPARTMENT reserves the right to terminate this Agreement, remove the Project from the DEPARTMENT'S Work Program, and not construct the decorative lighting.

Remittance shall be made payable to the Department of Financial Services. Payment shall be clearly marked to indicate that it is to be applied to FM No. 447663-1-52-03. The DEPARTMENT shall utilize this amount towards costs of Project No. 447663-1-52-03.

The PARTICIPANT may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
State of Florida Department of Financial Services
Bureau of Collateral Management
Re: DOT – K 11-78, Financial project # 447663-1-52-03.

In order for FDOT to receive credit for the funds due to the DEPARTMENT, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, the PARTICIPANT will contact Jennifer Bennett at 850-414-4861. In addition to calling Ms. Bennett, the PARTICIPANT shall send an email notification to D4-LFA@dot.state.fl.us stating the day and time the wire transfer was sent.

- B. The PARTICIPANT'S share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the DEPARTMENT'S work plus allowances is hereinafter defined as the "Total Accepted Bid". Allowances are hereby defined as contingency, mobilization (MOB), and Maintenance of Traffic (MOT). If the PARTICIPANT'S share of the accepted bid for the Project is in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the accepted bid amount is in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT'S Project Manager indicating when the deposit will be made and the DEPARTMENT'S written consent to the payment of the additional deposit and said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT'S Work Program.
- C. If the PARTICIPANT'S payment for the accepted bid amount is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT'S payment for the accepted bid amount if such refund is requested by the PARTICIPANT in writing.
- D. Should Project modifications occur that increase the PARTICIPANT'S payment for the Project, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to *Section 55.03, F.S.*
- E. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the Project and the resurfacing work complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project & construction cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project and the resurfacing work. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting

of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

- F. In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
- G. The payment of funds under this Agreement will be sent directly to the Department of Financial Services, Division of Treasury for deposit as provided in the Three-Party Escrow Agreement between the PARTICIPANT, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B**.

- 6. Upon completion of the Project, the PARTICIPANT shall be responsible for the maintenance of the decorative lighting.

The PARTICIPANT will comply with the provisions set forth in Amendment No. 1 of the State of Florida Department of Transportation, District Four Maintenance Memorandum of Agreement (MOA), which is attached hereto and made a part hereof as **Exhibit C**. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.

- 7. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
- 8. This Agreement and any interest herein shall not be assigned, transferred, or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
- 9. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 447663-1-52-03) is completed as evidenced by the written acceptance of the DEPARTMENT.
- 10. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

11. The PARTICIPANT / Vendor/ Contractor (if applicable):
 - (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT / Vendor/Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
12. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
14. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Vandana Nagole, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460
Attn: Mr. Paul Nicholas
Federal Employer ID No.: F-596-000-358

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

CITY OF LAKE WORTH BEACH

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____

BY: _____
STEVE C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

CITY CLERK (SEAL)

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: _____
CITY ATTORNEY

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

EXHIBIT A
SCOPE OF SERVICES
FM# 447663-1-52-03

Lighting improvements are necessary at the intersection of SR-A1A and SR-802/Lake Avenue to comply with current required illumination levels. This intersection features decorative lighting which is currently maintained by the City of Lake Worth Beach.

The Lighting Design Analysis Report (LDAR) determined that in order to comply with minimum illumination levels, four (4) luminaires on existing poles shall be retrofitted with LED luminaires, and two (2) additional poles are to be installed as shown in the attached plans.

The City of Lake Worth Beach is responsible for providing the funding for the difference in cost between conventional and decorative lighting.

Exhibit B THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Lake Worth Beach ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Installation of decorative lighting
Project #: 447663-1-52-03
County: Palm Beach

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. 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.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

Name and Title

59-3024028

Federal Employer I.D. Number

Date

For PARTICIPANT (signature)

Name

Title

F-596-000-358-002

Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

THIS IS AN EXHIBIT ONLY ... NOT FOR EXECUTION!

EXHIBIT C

**MAINTENANCE MEMORANDUM OF
AGREEMENT WITH THE
CITY OF LAKE WORTH BEACH**

THIS IS AN EXHIBIT ONLY. NOT FOR EXECUTION!

**AMENDMENT NUMBER ONE (1)
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FOUR (4)
MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA)**

THIS AMENDMENT Number One (1) to the Original Maintenance Memorandum of Agreement (MMOA), FM# **446173-1-52-01**, dated _____, made and entered into this _____ by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** hereinafter called the **DEPARTMENT** and the **CITY OF LAKE WORTH BEACH**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH

WHEREAS, the parties entered into the Maintenance Memorandum of Agreement dated, _____ for the purpose of requiring the **AGENCY** to maintain all existing and new decorative or non-standard lights; and

WHEREAS, the **AGENCY** intends to install additional new decorative or non-standard lights along a portion of SR A1A/ South Ocean Blvd under FM # 447663-1-52-01, within the **DEPARTMENT'S** right-of-way; and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain: all decorative and non-standard lights, hereinafter referred as "**IMPROVEMENTS**" within the project limits along SR A1A/ South Ocean Blvd from Mile Post (M.P.) 20.348 to M.P. 20.594; and

WHEREAS the installation of the **IMPROVEMENTS** pursuant to this Amendment extends the **AGENCY'S** maintenance limits, as described in **Exhibit A**, of the Original Agreement dated _____; and

WHEREAS, the **AGENCY** by Resolution No. _____ dated _____, attached hereto and by this reference made a part hereof, desires to enter this MMOA Amendment and authorized its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. **Exhibit "A"** of the Maintenance Memorandum of Agreement dated _____, shall be amended to include the additional areas: of SR A1A/ South Ocean Blvd from M.P. 20.348 to M.P. 20.594, as set forth in Exhibit A attached and incorporated into this Amendment.
2. The **DEPARTMENT** shall construct the **IMPROVEMENTS** along A1A/ South Ocean Blvd from M.P. 20.348 to M.P. 20.594 as set forth in **Exhibit A**, attached to this Amendment in accordance with the plans attached as **Exhibit B**.

3. The **AGENCY** shall agree to maintain the **IMPROVEMENTS** in this Amendment in accordance with the terms and conditions of the Original MMOA.
4. Except as modified by this Amendment, all terms, and conditions of the original MMOA and all Amendments thereto shall remain in full force and effect.
5. **LIST OF EXHIBITS**

Exhibit A – Project Location, Description, and Aerial Image
Exhibit B – Project Plans

THIS IS AN EXHIBIT ONLY ... NOT FOR EXECUTION!

SECTION No.: 93060000
S.R. No.: SR-A1A
FM No.: 447663-1-52-01
COUNTY: PALM BEACH

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF LAKE WORTH BEACH

By: _____
Chairperson/Mayor/Manager

Date: _____

Attest: _____ (SEAL)
City Clerk

Legal Approval

Attorney

Date

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!

SECTION No.: 93060000
S.R. No.: SR-A1A
FM No.: 447663-1-52-01
COUNTY: PALM BEACH

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Sign: _____
Director of Operations

Print Name: Paul A. Lampley

Date: _____

Approval as to Form:

Sign: _____
Francine T. Steelman
Assistant General Counsel

Date: _____

THIS IS AN EXHIBIT ONLY - NOT FOR EXECUTION!

EXHIBIT A

PROJECT LOCATION, DESCRIPTION, AND AERIAL IMAGE

I. Location of IMPROVEMENTS:

The IMPROVEMENTS associated with this Amendment are within the DEPARTMENT'S right-of-way, within limits of the City of Lake Worth Beach, Florida, along State Road A1A / South Ocean Blvd from Mile Post (M.P.) 20.348 to M.P. 20.594.

II. Description of Work:

The proposed project consists of the installation of new decorative and non-standard lights.



III. Entire limits of IMPROVEMENTS

The entire limits of the **IMPROVEMENTS** that shall be maintain by the **AGENCY** are within the **DEPARTMENT'S** right-of-way in limits of the City of Lake Worth, Florida, along State Road 5/US-1 Federal Highway from Mile Post (M.P.) 0.773 to 1.619 and M.P. 1.695 to M.P. 2.071, and along State Road A1A / South Ocean Blvd from M.P. 20.348 to M.P. 20.594.

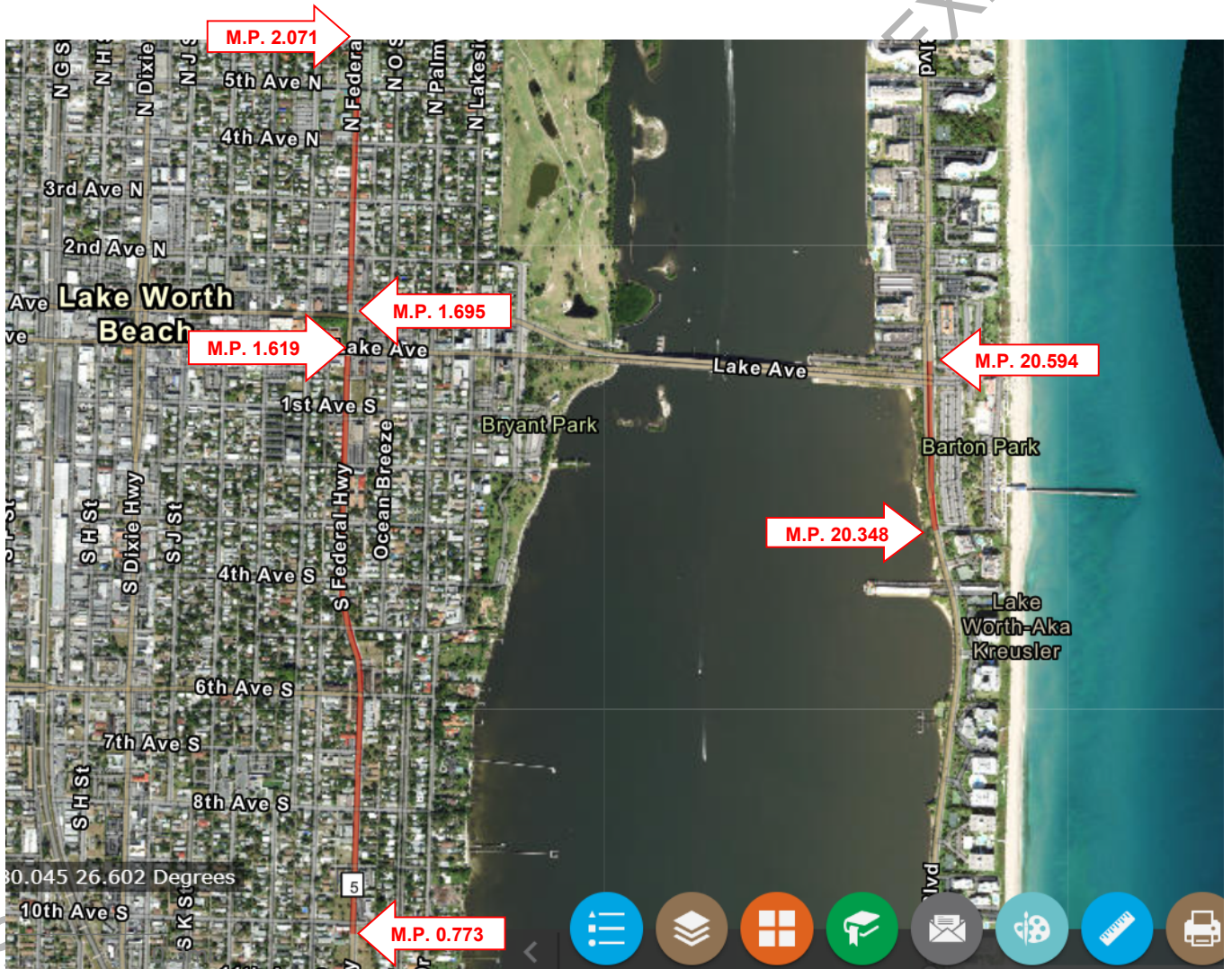


EXHIBIT B

Lighting Plans prepared by Fernando Amado-Mateus P.E., Trace Consultants, Inc., dated 11/12/2023, as approved by the **DEPARTMENT**.

Lighting Plans (attached)

Sheets included:

PDF Page Number (#)	Plan Sheet (#)	Sheet Description
8	L-1	KEY SHEET
9	L-2	GENERAL NOTES
10	L-3	LIGHTING DATA TABLE
11-12	L-4 THRU L-5	LIGHTING PLAN
13-15	L-6 THRU L-8	POLE DETAILS
16	L-9	LOAD CENTER DETAILS

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

LIGHTING PLANS

FINANCIAL PROJECT ID 447663-1-52-01

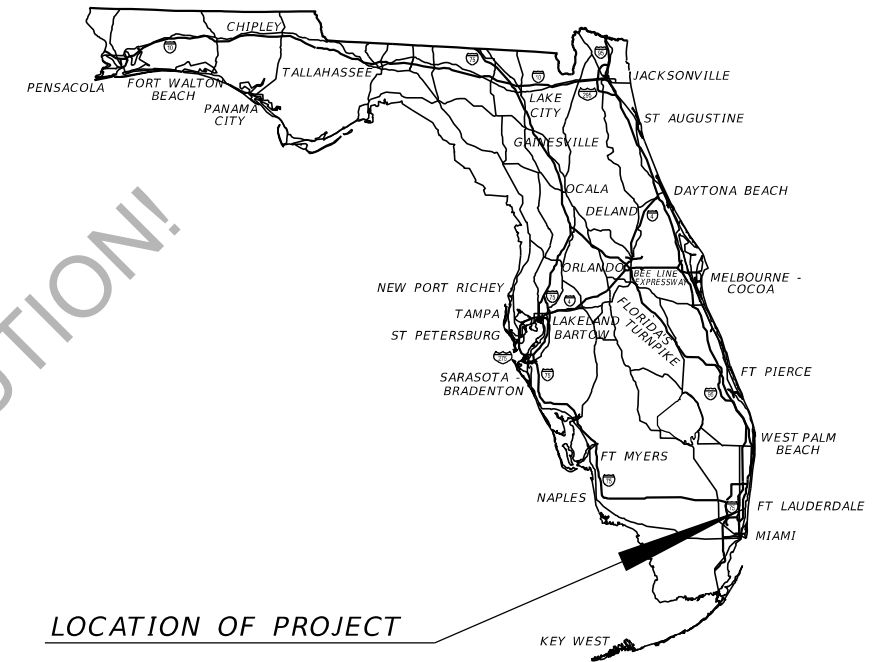
PALM BEACH COUNTY (93060)

STATE ROAD NO. SR A1A
FROM SOUTH OF LAKE AVE TO N OF IBIS WAY

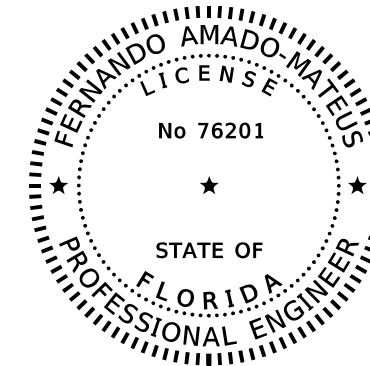
INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
L-1	KEY SHEET
L-2	GENERAL NOTES
L-3	LIGHTING DATA TABLE
L-4-L-5	LIGHTING PLAN
L-6-L-7-L-8	POLE DETAILS
L-9	LOAD CENTER DETAILS

PROJECT LOCATION URL: <https://tinyurl.com/mat4v9cb>
 PROJECT LIMITS: BEGIN MP 20.307 - END MP 22.381
 EXCEPTIONS: NONE
 BRIDGE LIMITS: NONE
 RAILROAD CROSSING: NONE



LOCATION OF PROJECT



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

THE ABOVE NAMED PROFESSIONAL IS
RESPONSIBLE FOR THE FOLLOWING SHEETS
IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

LIGHTING PLANS
ENGINEER OF RECORD:

FERNANDO AMADO MATEUS, P.E.
P.E. LICENSE NUMBER 76201
TRACE CONSULTANTS, INC.
8900 SW 117 AVENUE, SUITE 105B
MIAMI, FLORIDA 33186
PHONE: 786-808-0119
CONTRACT NO.: CAH06
VENDOR NO.: F455418595

FDOT PROJECT MANAGER:

VANDANA NAGOLE, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
E0000	25	L-1

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LIGHTING DATA TABLE

	POLE NO.	CIRCUIT*	STATION	POLE OFFSET	MOUNTING HEIGHT	POLE TYPE	ARM CONFIGURATION	ARM LENGTH	WATTAGE	LOCATION	FOUNDATION	PAY ITEM
SR A1A & LAKE AVENUE	LPLWB-01	B-1	121+45* / BL SURVEY SR A1A	49' LT*	20*	EXIST. ORNAMENTAL CONC.POLE / RETROFIT	PENDANT	3'(*)	97	BACK OF SWK	CYLINDRICAL	715-11-216
	LPLWB-02	A-1	121+47* / BL SURVEY SR A1A	49' RT*	20*	EXIST. ORNAMENTAL CONC.POLE / RETROFIT	PENDANT	3'(*)	97	BACK OF SWK	CYLINDRICAL	715-11-216
	LPLWB-03	A-1	121+86* / BL SURVEY SR A1A	49' RT	20	LIGHT POLE COMPLETE, ORNAMENTAL CONC.	PENDANT	3'	97	BEHIND SWK	SPREAD FOOTER	715-511-320
	LPTS-01	TS	122+51* / BL SURVEY SR A1A	52' LT*	40*	EXIST. TRAFFIC SIGNAL POLE / RETROFIT	BRACKET MOUNT	10'(*)	264	EXIST. SIGNAL ARM	CYLINDRICAL	715-11-211
	LPLWB-04	B-2	122+69* / BL SURVEY SR A1A	128' LT	20	LIGHT POLE COMPLETE, ORNAMENTAL CONC.	PENDANT	3'	97	BEHIND SWK	CYLINDRICAL	715-511-320
	LPLWB-05	B-2	122+73* / BL SURVEY SR A1A	177' LT*	20*	EXIST. ORNAMENTAL CONC. POLE / RETROFIT	PENDANT	3'(*)	97	BEHIND SWK	CYLINDRICAL	715-11-216
	LPTS-02	TS	123+57* / BL SURVEY SR A1A	63' RT*	40*	EXIST. TRAFFIC SIGNAL POLE / RETROFIT	BRACKET MOUNT	10'(*)	264	EXIST. SIGNAL ARM	CYLINDRICAL	715-11-211
	LPLWB-06	A-2	123+70* / BL SURVEY SR A1A	154' LT*	20*	EXIST. ORNAMENTAL CONC. POLE / RETROFIT	PENDANT	3'(*)	97	BEHIND OF SWK	CYLINDRICAL	715-11-216
	LPTS-03	TS	123+78* / BL SURVEY SR A1A	74' LT*	40*	EXIST. TRAFFIC SIGNAL POLE / RETROFIT	BRACKET MOUNT	10'(*)	264	EXIST. SIGNAL ARM	CYLINDRICAL	715-11-211
	LPTPB-01	EXIST	124+58* / BL SURVEY SR A1A	49' RT*	40*	EXIST. ORNAMENTAL CONC. POLE / RETROFIT	PENDANT	6'(*)	173	BACK OF SWK	CYLINDRICAL	N/A
LPTPB-02	EXIST	124+86* / BL SURVEY SR A1A	49' LT*	40*	EXIST. UTILITY POLE CONC. POLE / RETROFIT	BRACKET MOUNT	12'(*)	186	BACK OF SWK	DIRECT BURIAL	N/A	
LPTPB-03	EXIST	125+56* / BL SURVEY SR A1A	49' LT*	40*	EXIST. ORNAMENTAL CONC. POLE / RETROFIT	PENDANT	6'(*)	173	BACK OF SWK	CYLINDRICAL	N/A	

SR A1A & PG3 MBLK	LPPG3-01	EXIST	185+32* / BL SURVEY A1A	37' LT*	40*	EXIST. ORNAMENTAL CONC. POLE / RETROFIT	PENDANT	6'(*)	144	BEHIND SWK	DIRECT BURIAL	N/A
	LPPG3-02	EXIST	186+13* / BL SURVEY A1A	35' LT	40	PROP. ORNAMENTAL CONC. POLE	PENDANT	6'	144	BEHIND SWK	DIRECT BURIAL	N/A
	LPPG3-03	EXIST	187+02* / BL SURVEY A1A	35' LT*	40*	EXIST. ORNAMENTAL CONC. POLE / RETROFIT	PENDANT	6'(*)	144	BEHIND SWK	DIRECT BURIAL	N/A
	LPPG3-04	EXIST	187+79* / BL SURVEY A1A	35' LT	40	PROP. ORNAMENTAL CONC. POLE	PENDANT	6'	144	BEHIND SWK	DIRECT BURIAL	N/A

* EXISTING STATIONS, OFFSETS AND MOUNTING HEIGHTS TO REMAIN - PROVIDED FOR REFERENCE ONLY.

TS: EXISTING CIRCUIT CONNECTED TO TRAFFIC SIGNAL SYSTEM, TO REMAIN

LIGHTING WORK BY UTILITY COMPANY

- WORK BY FP&L
- WORK BY LAKE WORTH BEACH UTILITY COMPANY

CONVENTIONAL LIGHTING DESIGN CRITERIA

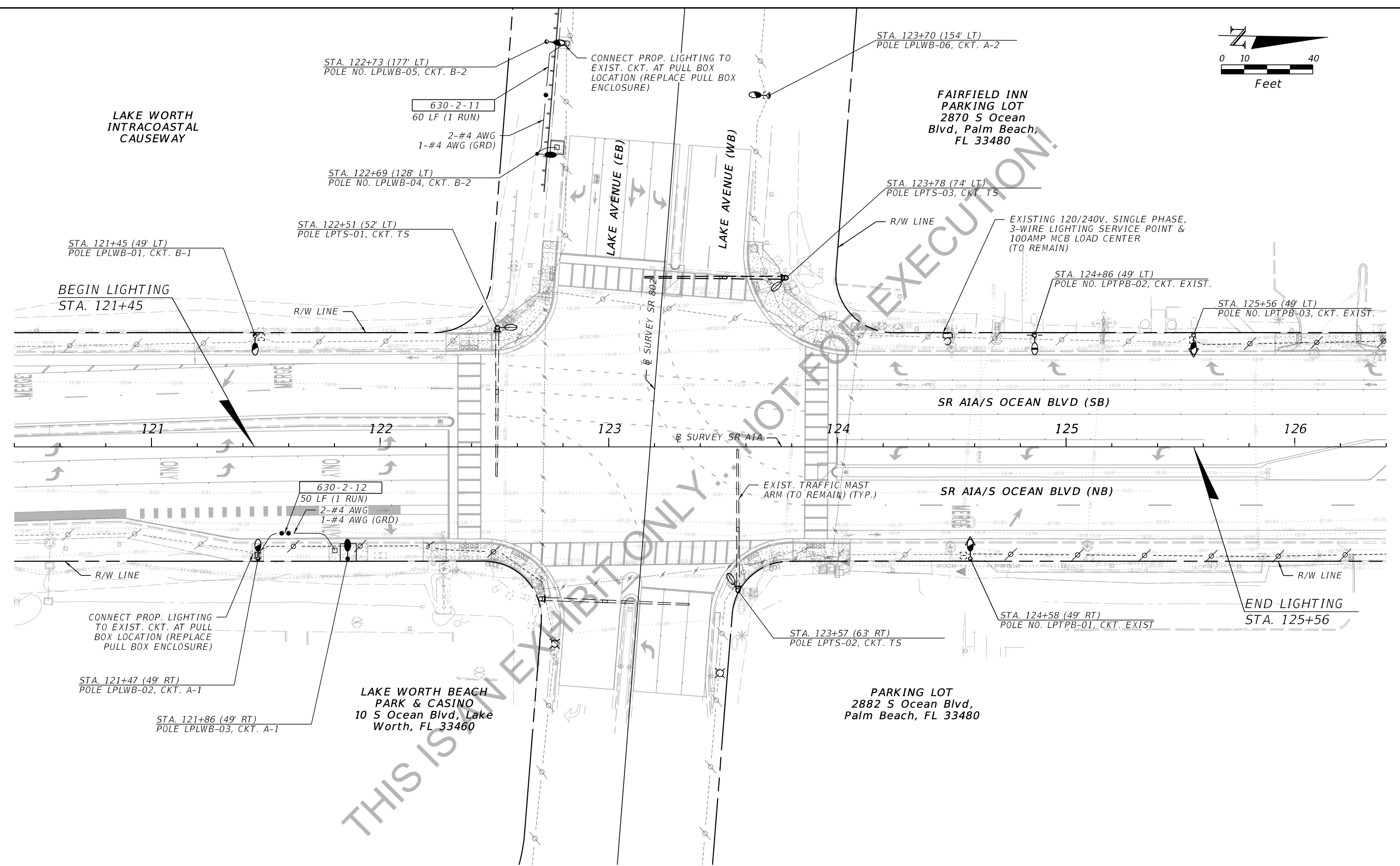
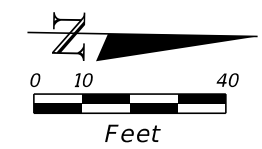
EXISTING SIGNALIZED INTERSECTION

Average Initial Intensity (H.F.C.)	1.5 Std/1.0 Min.
Vertical Illuminance Ratio (V.F.C)	1.5 Std/1.0 Min.
Uniformity Ratio Avg./Min.	4:1 or less
Uniformity Ratio Max./Min.	10:1 or less
Wind Speed	160 MPH

MIDBLOCK CROSSING

Average Initial Intensity (H.F.C.)	N/A
Vertical Illuminance Ratio (V.F.C)	1.5 Std
Uniformity Ratio Avg./Min.	N/A
Uniformity Ratio Max./Min.	N/A
Wind Speed	160 MPH

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING DATA TABLE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	FERNANDO AMADO-MATEUS, P.E. LICENSE NUMBER: 76201 TRACE CONSULTANTS, INC. 8900 SW 117 AVENUE, SUITE 105B MIAMI, FL 33186		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					10	SR A1A	PALM BEACH	447663-1-52-01		L-3



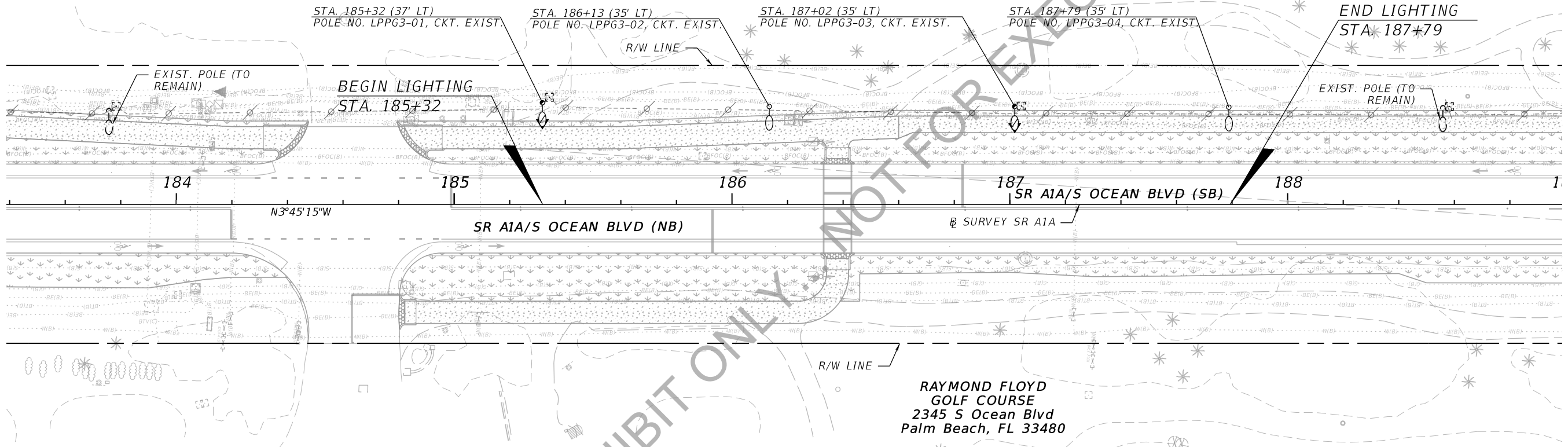
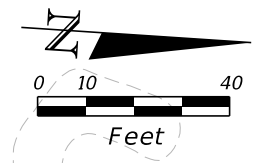
SR A1A/S OCEAN RT BLVD AT SR 802/LAKE AVENUE INTERSECTION

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				FERNANDO AMADO-MATEUS, P.E. LICENSE NUMBER 76201 TRACE CONSULTANTS, INC. 8900 SW 117 AVENUE, SUITE 105B MIAMI, FL 33186		SR A1A	PALM BEACH	447663-1-52-01	L-4

LIGHTING PLAN

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RAYMOND FLOYD
GOLF COURSE
2345 S Ocean Blvd
Palm Beach, FL 33480

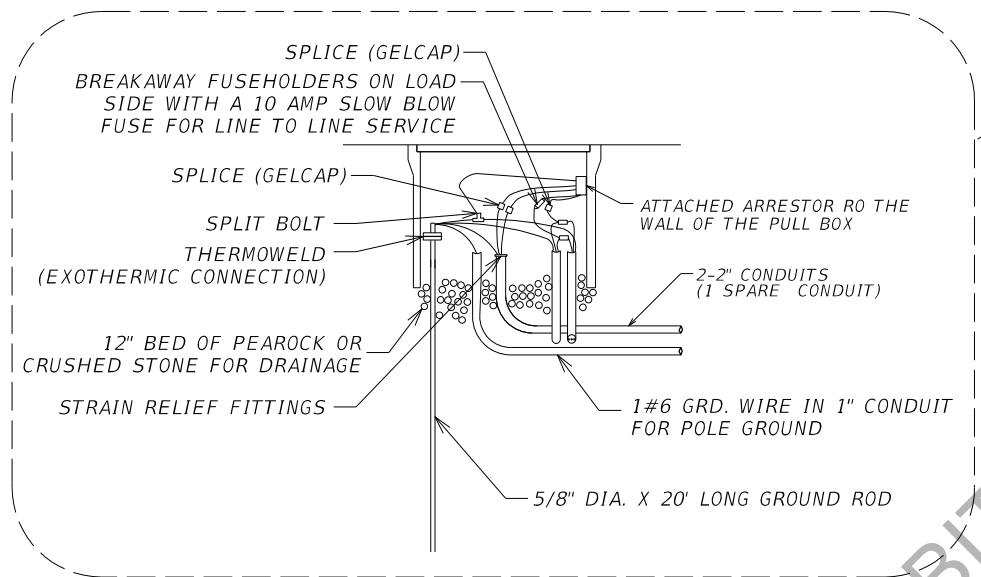
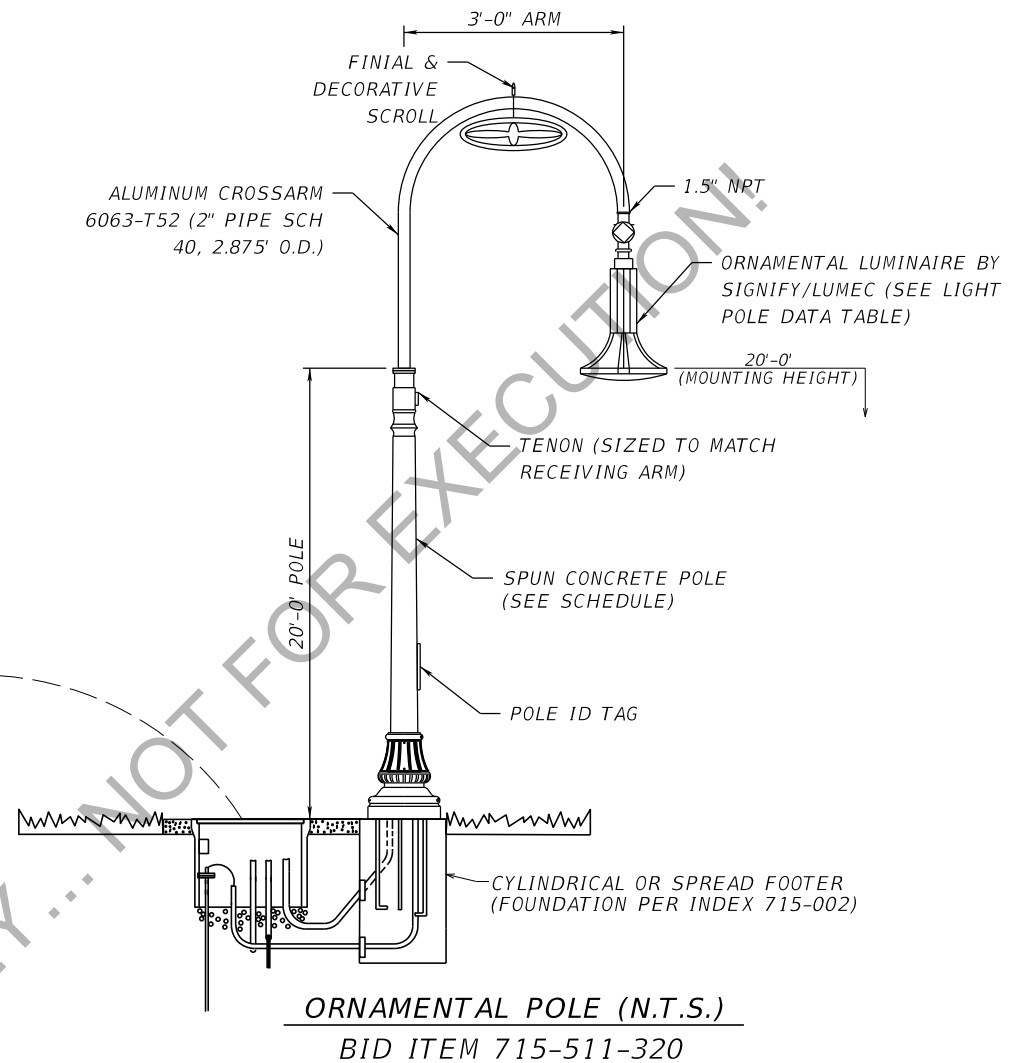
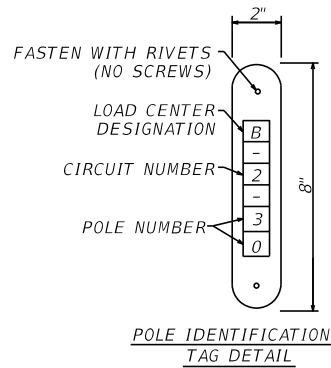
SR A1A/S OCEAN BLVD AT RAYMOND FLOYD GOLF COURSE (PG-3) MIDBLOCK CROSSING

REVISIONS				ENGINEER OF RECORD			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	FERNANDO AMADO-MATEUS, P.E. LICENSE NUMBER: 76201 TRACE CONSULTANTS, INC. 8900 SW 117 AVENUE, SUITE 105B MIAMI, FL 33186			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
							SR A1A	PALM BEACH	447663-1-52-01	L-5

LIGHTING PLAN

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DETAIL 'A' - PULL BOX WIRING

ORNAMENTAL POLE SCHEDULE

ELEMENT	MANUFACTURER	REFERENCE NO.	DIMENSIONS	COLOR
ALUMINUM CROSS-ARM - ROADWAY LIGHTING	ARTEC MANUFACTURING	LAKE WORTH ARM (VX-WPB-ASSE-GN4TX)	3'x3' ARM	GN4TX GREEN
SPUN CONCRETE POLE (FLUTED)	AMERON	VEF06.1 SPL W/TENON ASSEMBLY	20'-0" HT	PINE GREEN

SHOP DRAWINGS

PROVIDE SIGNED AND SEALED STRUCTURAL PLANS AND CALCULATIONS FOR THE ENTIRE DECORATIVE LIGHTING SYSTEM, INCLUDING CONNECTIONS DESIGN (LUMINAIRE TO-ARM, ARM-TO-UPRIGHT, AND UPRIGHT-TO-FOUNDATION CONNECTIONS). PROVIDE PLANS AND CALCULATIONS SIGNED AND SEALED BY A FLORIDA-LICENSED PROFESSIONAL ENGINEER WHICH DEMONSTRATE THAT THE DECORATIVE LIGHT FIXTURES HAVE BEEN DESIGNED IN ACCORDANCE WITH THE LATEST VERSION OF AASHTO LRFDLTS AS MODIFIED BY THE PROVISIONS OF THE FDOT STRUCTURES MANUAL VOLUME 3.

ORNAMENTAL POLE DETAILS (1 OF 2)

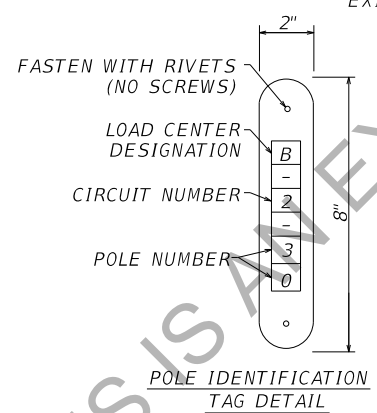
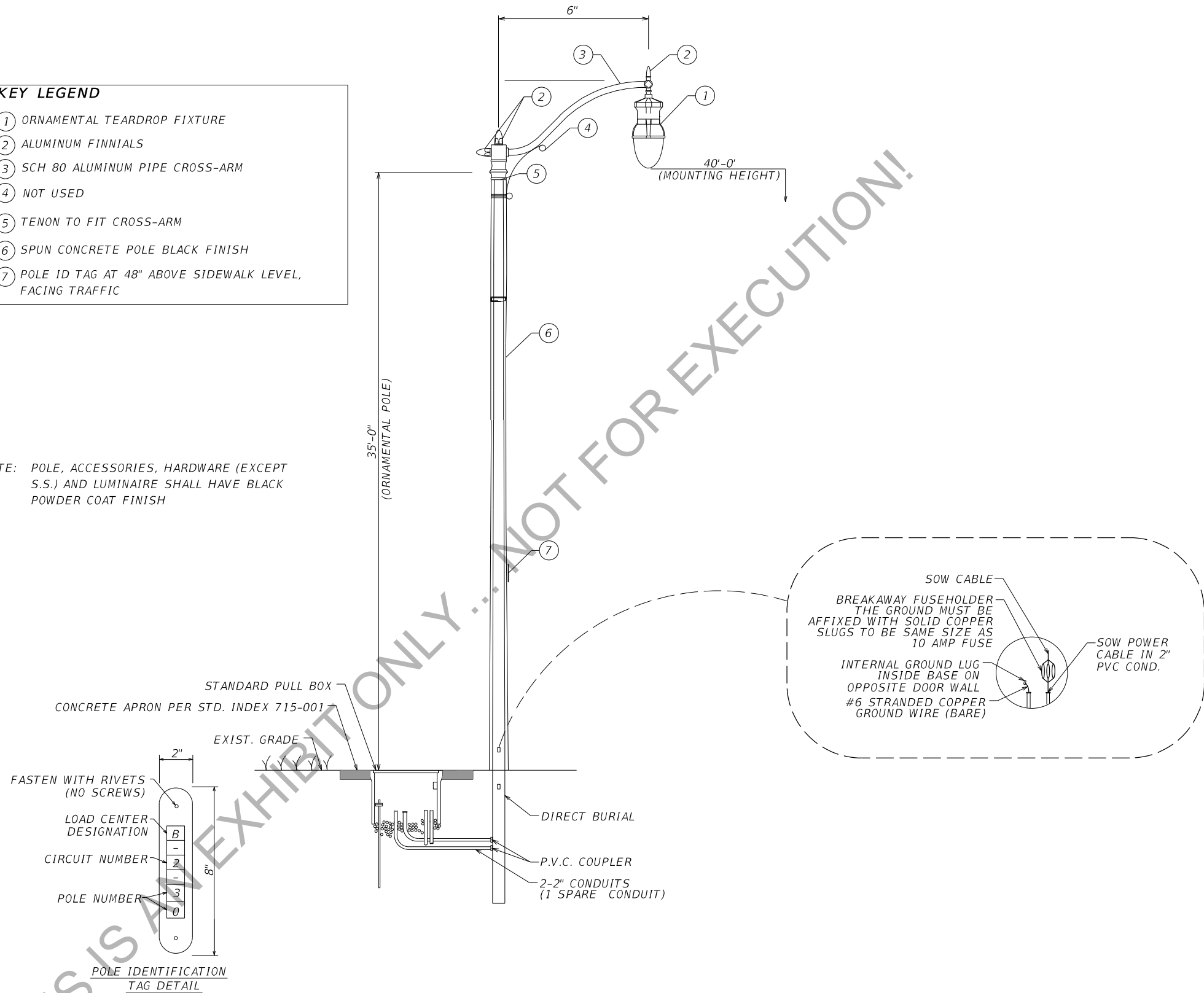
REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				FERNANDO AMADO-MATEUS, P.E. LICENSE NUMBER: 76201 TRACE CONSULTANTS, INC. 8900 SW 117 AVENUE, SUITE 105B MIAMI, FL 33186 13		SR A1A	PALM BEACH	447663-1-52-01	L-6
POLE DETAILS									

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- KEY LEGEND**
- ① ORNAMENTAL TEARDROP FIXTURE
 - ② ALUMINUM FINNIALS
 - ③ SCH 80 ALUMINUM PIPE CROSS-ARM
 - ④ NOT USED
 - ⑤ TENON TO FIT CROSS-ARM
 - ⑥ SPUN CONCRETE POLE BLACK FINISH
 - ⑦ POLE ID TAG AT 48" ABOVE SIDEWALK LEVEL, FACING TRAFFIC

NOTE: POLE, ACCESSORIES, HARDWARE (EXCEPT S.S.) AND LUMINAIRE SHALL HAVE BLACK POWDER COAT FINISH



ORNAMENTAL POLE INSTALLATION DETAIL

* POLES BY FPL

ORNAMENTAL POLE DETAILS (2 OF 2)

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	FERNANDO AMADO-MATEUS, P.E. LICENSE NUMBER: 76201 TRACE CONSULTANTS, INC. 8900 SW 117 AVENUE, SUITE 105B MIAMI, FL 33186		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					14	SR A1A	PALM BEACH	447663-1-52-01	L-7

POLE DETAILS

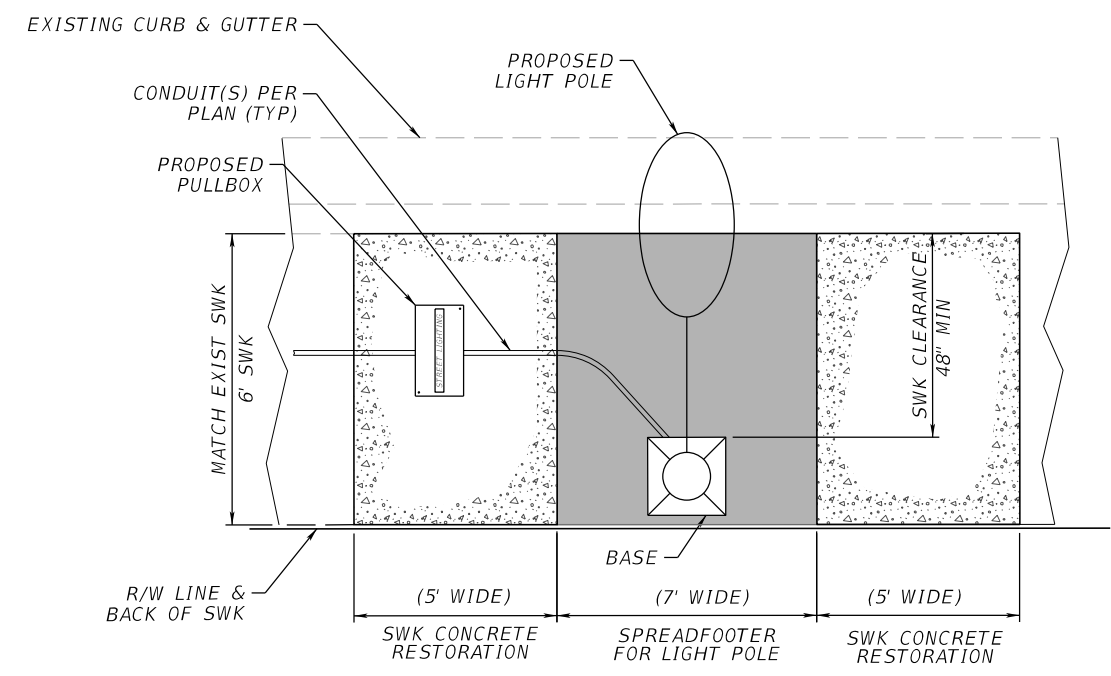
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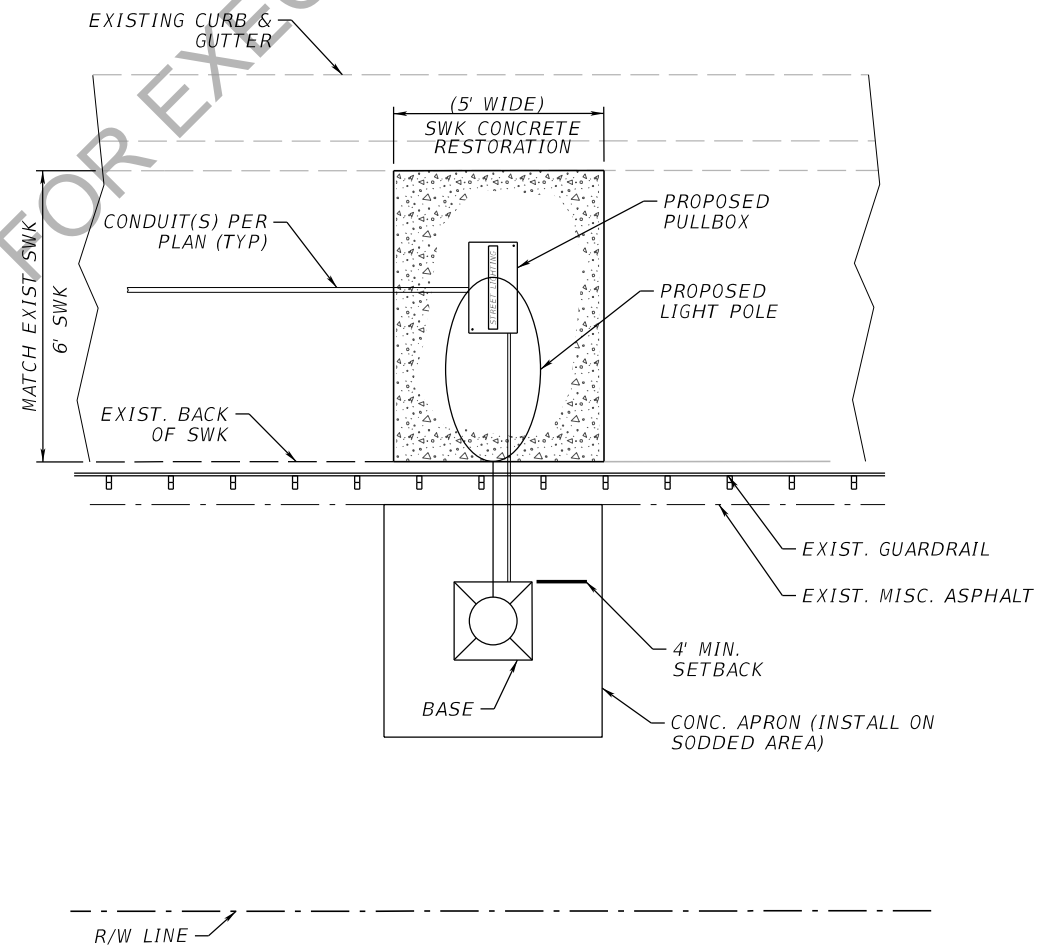
THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!

DIRECTION OF TRAFFIC



DETAIL 'A' - POLE LP-LWB03

DIRECTION OF TRAFFIC



DETAIL 'B' - POLE LP-LWB04

LIGHT POLE AND SITE RESTORATION DETAILS

REVISIONS				ENGINEER OF RECORD			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	FERNANDO AMADO-MATEUS, P.E. LICENSE NUMBER: 76201 TRACE CONSULTANTS, INC. 8900 SW 117 AVENUE, SUITE 105B MIAMI, FL 33186			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	POLE DETAILS

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SERVICE POINT DATA TABLE

SERVICE	ENCLOSURE SIZE & SERVICE COND.	ARTERIAL	ROADWAY	FROM	TO	LOCATION	CIRCUIT	CONDUCTORS	BREAKER SIZE	EXISTING CONNECTED LOAD ©	PROPOSED CONNECTED LOAD (C)	MAINTAINING AGENCY
EXIST. CITY OF LAKE WORTH SERVICE POINT (TO REMAIN)	100 A MCB, 120/240V, SINGLE PHASE, 3 WIRE SERVICE FEEDER, 2-60 AMP CONTACTORS SIZE.	SR-A1A	86050	Southbound of SR 802	Northbound of SR 802	SR A1A / N OCEAN BLVD NORTHWEST CORNER AT 50 FT LT OF STA. 124+85.00 C/ L SR A1A.	A-I	3-#4	2-30 AMPS	14.8	8.5	CITY OF LAKE WORTH BEACH
							A-II	3-#4	2-30 AMPS	12.5	7.3	
							B-I	3-#4	2-30 AMPS	11.4	6.7	
							B-II	3-#4	2-30 AMPS	12.5	7.7	

NOTE: NO NET INCREASE IN DEMAND LOAD FOR ANY EXISTING CIRCUIT. EXISTING CIRCUITS, CONDUCTORS, BREAKERS AND SERVICE FEEDERS

EXISTING "CITY OF LAKE WORTH SERVICE POINT" 100A MCB IN NEMA 3R ENCLOSURE, 120/240 VOLTS, 1Φ, 3W SERVICE (PER STATE PRJ. FM #228858-1-52-01/FY 2004 AS-BUILTS)						
NO.	CIRCUIT NO.	SERVING	VA	AMPS	CIRCUIT BREAKER	WIRE/CONDUIT
1	A-I	STREET LIGHTING	4,080	8.5	30A	#4
2	A-II	STREET LIGHTING	3,504	7.3	30A	#4
3	B-I	STREET LIGHTING	3,216	6.7	30A	#4
4	B-II	STREET LIGHTING	3,696	7.7	30A	#4

(EXISTING SERVICE CONDUCTORS TO REMAIN)

CONTINUOUS LOAD = 14,496 VA
 25% CONT. LOAD = 3,624 VA
 TOTAL = 18,120 VA
 DEMAND LOAD = 38 A

THIS IS AN EXHIBIT ONLY ... NOT FOR EXECUTION!

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REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LOAD CENTER DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	FERNANDO AMADO-MATEUS, P.E. LICENSE NUMBER: 76201 TRACE CONSULTANTS, INC. 8900 SW 117 AVENUE, SUITE 105B MIAMI, FL 33186		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		L-9
					16	SR A1A	PALM BEACH	447663-1-52-01		

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Lake Worth Beach ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Installation of decorative lighting
Project #: 447663-1-52-03
County: Palm Beach

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.
7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. 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.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

For PARTICIPANT (signature)

Name and Title

Name

59-3024028
Federal Employer I.D. Number

Title

Date

F-596-000-358-002
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date



STAFF REPORT REGULAR MEETING

AGENDA DATE: October 30, 2023

DEPARTMENT: Electric Utility

TITLE:

Florida Municipal Electric Association, Inc (FMEA) Mutual Aid Agreement Supplement for Reimbursement and Documentation Matters

SUMMARY:

Request for approval for the City of Lake Worth Beach to execute the Supplement Agreement to the existing Mutual Aid Agreement in place since August 10, 2000.

BACKGROUND AND JUSTIFICATION:

FMEA serves as the mutual aid coordinator for Florida's 33 public power utilities and assists in matching up mutual aid resources with member needs during storms or other emergency events.

The City and other FMEA and American Public Power Association (APPA) members have been operating under a basic Mutual Aid Agreement ("Agreement") since August 10, 2000. The Agreement needs to be updated with a supplement for reimbursement and documentation matters, particularly in light of the evolutionary complexity of FEMA requirements for expense reimbursement.

Member FMEA utilities, and other electric utilities within or outside the state of Florida have collaborated to develop a Mutual Aid Agreement Supplement that spells out mutually expected reimbursement for items such as travel time pay, crew swaps, equipment breakdown costs, personnel food, laundry services, hotel accommodations, etc., and documentation requirements as required by FEMA.

MOTION:

Move to approve/disapprove the City's execution of the Mutual Aid Agreement Supplement for Reimbursement and Documentation Matters.

ATTACHMENT(S):

Mutual Aid Agreement (Dated August 10, 2000)
Mutual Aid Agreement Supplement

MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

- 1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
- 2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
 - a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
 - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
 - c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
 - d.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
- 5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date 08/10/00

Entity Lake Worth Utilities

FL

By *A. Bejngly*

Title Assistant Utilities Director

MUTUAL AID AGREEMENT
SUPPLEMENT FOR REIMBURSEMENT AND DOCUMENTATION MATTERS

This supplement may be used by the Florida municipal electric utilities, and other electric utilities within or outside of the State of Florida, that have exchanged forms of the American Public Power Association, Inc. (“**APPA**”) mutual aid agreement, via APPA and the Florida Municipal Electric Association, Inc., and that wish to adhere to the following supplemental provisions when providing or receiving mutual aid assistance:

1. **No Amendment.** This supplement may be used by any Florida municipal electric utility or other electric utility providing (as the “**Responder**”) or receiving (as the “**Utility**”) mutual aid assistance, but it does not amend the APPA Mutual Aid Agreement, and is not to be interpreted or construed to do so.

2. **Supplemental Reimbursement Matters.** The following reimbursement matters are hereby established and deemed by the Responder and the Utility to be helpful to the work to be performed for mutual aid assistance, the subsequent invoicing and payment effort, and any following Federal Emergency Management Agency (“**FEMA**”) reimbursement effort:

- (1) *Travel Time Pay.* The Utility will reimburse the Responder for the actual costs it incurs for the travel time of its personnel, as follows: (A) when the Responder is traveling to the Utility, from the time the Responder’s personnel leave its home facility until such personnel arrive at the Utility’s muster or intake location; and (B) when the Responder is returning to its home facility from the Utility’s location, from the time the Responder’s personnel leave its last work or overnight accommodation location until it arrives at its home facility. If equipment breaks down during travel and the Responder requires certain of its personnel to stay with the equipment until repairs are made, the Utility will reimburse the Responder for the actual costs it incurs to pay its personnel, related to equipment repair waiting time. If the Responder is released from mutual aid assistance by the Utility, and travels to a subsequent utility to provide mutual aid, the Utility has no liability for the Responder’s costs incurred for its personnel to travel from the Utility location to the subsequent utility’s location for additional mutual aid assistance.
- (2) *Emergency Travel; Crew Swaps.* The Utility will reimburse the Responder for its travel costs incurred for travel for personnel who have to return home on an emergency basis from mutual aid assistance. Taking into account due exigencies, the Responder will endeavor to limit or minimize emergency travel costs. The Responder’s costs for swapping crews will be reimbursed on a not less than two-week crew rotation basis. The Utility will not be responsible for the Responder’s costs in swapping crews on a less than two week basis, or for replacing personnel who have to return home from mutual aid assistance for reasons that are not an emergency. As used in this clause (2) of section 2, “**emergency**” means an exigent or severe circumstance that requires an individual to return home as soon as reasonably possible to meet family, personal, or similar needs. An example of an emergency includes the death or severe illness (requiring hospitalization or non-elective

surgical intervention) of a close family member. As the term is used here, “emergency” does not include planned or elective matters such as weddings, birthdays, graduations, court dates, or elective medical procedures.

- (3) *Equipment Breakdown Costs.* If any of the Responder’s equipment breaks down as a direct result of performing or responding to the request for mutual aid assistance for the Utility, more than 50 miles from the Responder’s home facility, and must be repaired prior to returning to the Responder’s home facility (*e.g.*, a truck breaks down and is inoperable), then the Utility will reimburse the Responder for its actual repair costs, unless the Responder is charging the Utility for such equipment using FEMA rates (which are inclusive of repair costs). The Utility is not responsible for repair costs of the Responder’s equipment that breaks down, but does not have to be repaired for it to be returned to the Responder’s home facility (*e.g.*, a bucket lift mechanism fails, but does not render a truck inoperable to be driven back to the Responder’s home facility). To the extent that it is necessary for any of Responder’s personnel to stay with the equipment while repairs are being made, where the Utility is responsible for the costs of such repairs pursuant to the first sentence of this clause (3), the Utility’s obligations for Responder’s personnel costs is hereby limited to (A) the minimum number of personnel that need to remain with the equipment for repairs and return of the equipment to Responder’s home facility, and (B) no more than 8 hours of straight time pay per day for such personnel who are remaining with the equipment during repairs.
- (4) *Food.* If the Utility provides food (including meals, snacks, or both) for the Responder’s personnel providing mutual aid assistance, the Utility will not be responsible for food costs incurred by the Responder, unless the nature of the mutual aid assistance work or other events prevent the Responder’s personnel from physically being able to eat the food provided by the Utility. The Utility will not be responsible for food costs for the Responder’s personnel while they are traveling, beyond *per diem* not to exceed \$___ per day, per individual.
- (5) *Laundry Services.* If the Utility provides laundry services for the Responder’s personnel providing mutual aid assistance, the Utility will not be responsible the Responder’s separate costs incurred for its personnel’s laundry.
- (6) *Hotel Accommodations.* The Utility must either arrange for or approve Responder’s hotel accommodations during travel and in the locale of mutual aid assistance work. Except to the extent that double-occupancy hotels rooms are not available, the Utility will only reimburse the Responder for its hotel costs incurred on a double-occupancy basis. The Utility will reimburse the Responder only for hotel room night costs, and will not be responsible for miscellaneous or individual charges, such as mini bar charges, room service, telephone calls, in-room movies, and business center charges (unless the Responder provides documentation that business center charges are related to the provision of mutual aid assistance to the Utility).

- (7) *Personal Item Costs.* The Utility will not be responsible for reimbursing the Responder for any costs incurred by the Responder for personal items that are for individual comfort or convenience of the Responder's personnel. This includes items such as snuff or other tobacco products, coolers, toiletries, medicines, non-work consumables, etc.,
- (8) *Materials and Supplies.* The Utility will only be responsible for reimbursing the Responder for materials and supplies that it purchases, or supplies to its personnel providing mutual aid assistance from inventory, to the extent such materials and supplies are of a reasonable quantity for the number of the Responder's personnel performing mutual aid assistance. For personal equipment such as safety equipment, safety glasses, rubber sleeves, flame retardant clothing (FR2), belts, climbers, boots, gloves, raincoats, hardhats, etc., there is a presumption by the Utility that the labor rates for the Responder's personnel include the provision of such personal equipment. However, if the Responder needs to purchase or issue such personal equipment to its personnel providing mutual aid assistance, and seeks reimbursement from the Utility for the same, the Responder must provide documentation as to the necessity of providing such personal equipment for that mutual aid assistance effort. In that case, the Utility will only be responsible for reimbursing the Responder for such personal equipment (A) in an amount that corresponds to the number of personnel needing such equipment and providing mutual aid assistance, with a minimal, reasonable allowance for extra items, and (B) only to the extent that such personal equipment cannot be reused by the Responder's personnel after the mutual aid assistance is completed. For items of the Responder's inventory that is used or incorporated into the Utility's electrical system in the performance of mutual aid assistance, the Utility will reimburse the Responder only for inventory items where there is documentation showing that such inventory items were used or incorporated into the Utility's electrical system.

3. **Documentation to Support the Responder's Costs in Providing Mutual Aid Assistance.** As FEMA reimbursement for mutual aid assistance costs incurred by the Utility may require the Utility to provide extensive documentation concerning the Responder's work to support its FEMA reimbursement claims, the Utility requests and the Responder hereby agrees to provide the following information for its mutual aid assistance rendered to the Utility:

- (1) For the Responder's wages and salaries, including benefits, the Responder will provide a copy of its pay and benefits policy(ies), including information that identifies its labor rates, benefits, overtime pay, and any special pay that may be applicable to mutual aid assistance.
- (2) The Responder will provide documentation to support all mobilization costs and document each item of mobilization costs incurred and billed to the Utility.
- (3) For personnel travel, the Responder will identify for each vehicle, who is driving and who is a passenger, including all changes of drivers.

- (4) The Responder will identify which equipment travels with which crews in a way that permits the Utility to identify crew and equipment together, including any changes of equipment or crews that occurs during the mutual aid assistance effort.
- (5) For crew swaps and any replacement of the Responder's personnel providing mutual aid assistance, on an emergency or non-emergency basis, the Responder will provide a log or other documentation identifying each individual's starting and ending time for the whole of the Responder's mutual aid assistance effort to the Utility.
- (6) Unless using FEMA standard rates, which include fuel, the Responder will track all fuel costs and provide documentation for all of its actual costs for fuel for all vehicles and equipment.
- (7) If the Responder is aware, or is notified by the Utility, that its rates for equipment and personnel are higher than standard FEMA rates, the Responder will provide documentation justifying the higher rates to the reasonable satisfaction of the Utility, including without limitation the calculation of benefits to show that benefits are not calculated on overtime pay in a manner that provides the Responder with excessive general and administrative (i.e., overhead) cost recovery.
- (8) The Responder will respond in the full, to the best of its knowledge and ability, to all requests for documentation from the Utility related to the Utility's FEMA reimbursement claims.
- (9) If the Responder is released from mutual aid assistance and travels to a subsequent utility to provide mutual aid, instead of returning to its home facility, the Responder will identify the subsequent utility and provide contact information for such subsequent utility.

4. **Invoice Documentation.** The Responder will provide the following information to support its invoice(s) to the Utility:

- (1) If the Responder is billing by time and equipment rates:
 - (A) a rate sheet for all labor and equipment charges (with the FEMA benefit calculation sheet for indirect labor charge evidence);
 - (B) daily timesheets and equipment logs signed (or otherwise electronically approved, as applicable) by authorized field personnel indicating for each work location or task:
 - (i) each employee's name, position, and hours worked;
 - (ii) each employee's rate of pay for regular hours and overtime hours;
 - (iii) the number of hours worked by each employee as regular hours and overtime hours;

- (iv) location of the work, unless location(s) of the work are directed by the Utility, including pole number, address, or other reasonable identification information
 - (v) detailed description of the work, unless kept by the Utility
 - (vi) details of all equipment used, including hours
 - (vii) miscellaneous expenses (including copies of all receipts);
- (C) charges for the Responder's general and administrative (G&A) costs, which the Responder must include as a separate line item in invoicing to the Utility, if requested; and
- (D) charges for hotel and food while traveling to and from the mutual aid assistance destination.
- (2) If the Responder is utilizing FEMA equipment rates, fuel, maintenance, and repair costs cannot be separately charged.

5. **Return of the Utility's Equipment.** Responder shall comply with this section 5 unless the Utility provides different direction. To ensure that all of the Utility's equipment, inventory, machinery, supplies, or other items issued to or used by the Responder's personnel during mutual aid assistance is returned to or used for the Utility, the Responder will identify a crew leader for each of its crews, and the crew leader will each day log any of the Utility's equipment, inventory, machinery, supplies, or other item issued to or used by that crew in that day's mutual aid assistance effort. Such crew leader's log will identify all items that are incorporated into the Utility's electrical system or consumed in the mutual aid assistance effort (for consumables). All other items on the crew leader's log will be checked-back to the Utility, by the crew leader, prior to the Responder's crew being released by the Utility from mutual aid assistance.

6. **Other Utility Requirements.** The Utility may request or require information and documentation requirements than are in addition to what is provided in this supplement. Nothing in this supplement supersedes or negates any of the Utility specific requirements. In the event of a conflict between this supplement and the Utility's own documentation, the Utility's documentation controls.

[Acknowledgement Sheet Follows]

To indicate the parties have reviewed and reached agreement on the applicability of this statement of principles an authorized person from each of the Responder and the Utility initials below.

on behalf of
THE RESPONDER

Initials

Utility or Company: _____
Name: _____
Title: _____

on behalf of
THE UTILITY

Initials

Utility or Company: _____
Name: _____
Title: _____

DRAFT

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 30, 2023

DEPARTMENT: Water Utilities

TITLE:

Amendment No. 1 to Agreement 22FRP70 with the Florida Department of Environmental Protection

SUMMARY:

The First Amendment to the Agreement 22FPR70 between the Florida Department of Environmental Protection and the City provides for updates and revisions to the terms and conditions, and technical provisions of the original Agreement for the Lake Worth Beach Eden Place Sea Level Rise Mitigation project. There is no fiscal impact resulting from this amendment.

BACKGROUND AND JUSTIFICATION:

On July 5, 2022, the City Commission approved Resolution No. 41-2022 approving and authorizing the Vice Mayor to execute the Agreement 22FPR70 between the Florida Department of Environmental Protection (the "Department") and the City for the Lake Worth Beach Eden Place Sea Level Rise Mitigation project. This Agreement set forth the terms and conditions for the use of \$300,000 in funding assistance under the Resilient Florida Grant Program to implement mitigation measures to relieve the chronic flooding in the Eden Place neighborhood. The City is providing a local cost share of \$300,000 for the project.

Amendment No. 1 to the Project Agreement 22FPR70 contains updates, revisions and additions that the Department deemed necessary. These revisions include the following:

- Section 6 is revised to designate Ashley Larson as the Department's Grant Manager;
- Attachment 1, Standard Terms and Conditions is deleted in its entirety and replaced with Attachment 1-A, Revised Terms and Conditions
- Attachment 2, Special Terms and Conditions is deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions;
- Attachment 3, Grant Work Plan is deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan;
- Attachment 5, Special Audit Requirements is deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements;
- Attachment 6, Resilient Florida Program Specific Requirements is deleted in its entirety and replaced with Attachment 6-A, Revised Resilient Florida Specific Requirements;
- Attachment 8, Contract Provisions SLFRF is deleted in its entirety and replaced with Attachment 8-A, Revised Contract Provisions;
- Exhibit A, Progress Report Form is deleted in its entirety and replaced with Exhibit A-1, Progress Report Form; and
- Exhibit J, Common Carrier or Contracted Carrier Attestation Form (PURR 1808) is added to the Agreement. (This form is not applicable to the City.)

All other terms and conditions of the original Agreement remain valid and in effect.

These revisions are essentially technical in nature and follow updates from the Office of the General Counsel.. Amendment No. 1 to the Agreement 22FPR70 has no fiscal impact on the project.

MOTION:

Move to approve/disapprove Amendment No. 1 to Agreement 22FPR70 between the Florida Department of Environmental Protection and the City.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Amendment No. 1

**AMENDMENT NO. 1
TO AGREEMENT NO. 22FRP70
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF LAKE WORTH BEACH**

This Amendment to Agreement No. 22FRP70 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Lake Worth Beach (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Lake Worth Beach Eden Place Sea Level Rise Mitigation (Project), effective July 29, 2022; and,

WHEREAS, the DEPARTMENT has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 5, Attachment 6, Attachment 8, Exhibit A, and Exhibit F following updates from the Office of the General Counsel.

WHEREAS, the Department has requested to add Exhibit J to the Agreement as set forth herein; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Ashley Larson
Address: Resilient Florida Program
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399
Phone: 850-245-8675
Email: Ashley.M.Larson@FloridaDEP.gov

2. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
3. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Special Standard Terms and Conditions. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.
6. Attachment 6, Resilient Florida Program Specific Requirements is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Resilient Florida Program Specific Requirements, attached hereto and made

a part of the Agreement. All references in the Agreement to Attachment 6, shall hereinafter refer to Attachment 6-A, Revised Resilient Florida Program Specific Requirements.

7. Attachment 8, Contract Provisions SLFRF is hereby deleted in its entirety and replaced with Attachment 8-A, Revised Contract Provisions SLFRF, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 8, shall hereinafter refer to Attachment 8-A, Revised Contract Provisions SLFRF.
8. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.
9. Exhibit F, Final Project Report, is hereby deleted in its entirety and replaced with Exhibit F-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit F, shall hereinafter refer to Exhibit F-1, Revised Final Project Report.
10. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF LAKE WORTH BEACH

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Betty Resch, Mayor
Print Name and Title

Alex Reed, Director
Print Name and Title

Date: _____

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (13 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (2 pages)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirement (2 pages)
Attachment	8-A	Revised Contract Provisions SLFRF (6 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	F-1	Revised Final Project Report (2 pages)
Exhibit	J	PUR 1808 – Common Carrier Attestation (1 page)

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

ATTACHMENT 1-A

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.

- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vender) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

12. Insurance.

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

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

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

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

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

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 22FRP70**

ATTACHMENT 2-A

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

1. Scope of Work.

The Project funded under this Agreement is Lake Worth Beach Eden Place Sea Level Rise Mitigation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$300,000 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL
PROTECTION REVISED GRANT
REVISED WORK PLAN
AGREEMENT NO. 22FRP70**

ATTACHMENT 3-A

PROJECT TITLE: Lake Worth Beach Eden Place Sea Level Rise Mitigation

PROJECT LOCATION: The Project is located in the City of Lake Worth Beach within Palm Beach County, Florida.

PROJECT DESCRIPTION:

The City of Lake Worth (Grantee) will implement the Lake Worth Beach Eden Place Sea Level Rise Mitigation (Project) will address the chronic flood conditions and erosion along and at the eastern end of 16th Avenue North in Lake Worth Beach, which is getting worse with sea level rise. A stormwater outfall does not exist in this location and during high and king tide events, stormwater is unable to drain. In order to make the stormwater system more resilient to sea level rise and higher tides, a stormwater collection system of inlets, manholes, piping culvert, a new outfall, and a tidal check valve will be installed for flood protection.

TASKS AND DELIVERABLES:

Task 1 - Design and Permitting

Description: The Grantee will acquire professional services for the engineering and design of the stormwater collection system, to include the installation of inlets, manholes, piping culvert, new outfall, and a tidal gate check valve at the east end of 16th Avenue North and obtain all necessary permits for construction of the Project.

Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit all work products to the appropriate local, state, and federal regulatory agencies.

Deliverables: The Grantee will submit:

- **1.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design.
- **1.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies.

Task 2 - Construction

Description: The Grantee will construct a stormwater collection system, to include the installation of inlets, manholes, piping culvert, new outfall, and a tidal gate check valve at the east end of 16th Avenue North, in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation

or inspection services, physical and environmental surveys, and mitigation projects. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision. Construction shall be conducted in accordance with all local, state, and federal permits.

Deliverables: The Grantee will submit:

- **2.1:** A copy of the record (as-built) drawings;
- **2.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer;
- **2.3:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **2.4:** Quarterly Project management reports signed by a Florida-registered Professional Engineer, to include:
 - A summary of project and site inspection(s);
 - Meeting minutes to all attended meetings; and
 - Field notes

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Design and Permitting	Contractual Services	\$25,000	\$25,000	\$50,000	Upon Execution	6/30/2026
2	Construction	Contractual Services	\$275,000	\$275,000	\$545,000	Upon Execution	6/30/2026
Total:			\$300,000	\$300,000	\$600,000		

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

Attachment 5-A

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

Attachment 5-A

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	\$300,000.00	152-D22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$300,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6-A

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

ATTACHMENT 8-A
Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds
(SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

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

6. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

Attachment 8-A

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient’s or subcontractor’s material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient’s rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F-1

DEP AGREEMENT NO. 22FRP70

LAKE WORTH BEACH EDEN PLACE SEA LEVEL RISE MITIGATION

City of Lake Worth Beach

Revised Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 30, 2023

DEPARTMENT: Water Utility

TITLE:

Task Order No. 12 for Mock Roos and Associates to conduct the Initial Lead Service Line Inventory

SUMMARY:

Task Order No. 12 with Mock Roos and Associates to conduct the Initial Lead Service Line inventory per the Environmental Protection Agency Lead and Copper Rule Revisions by October 16, 2024.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach is required to conduct an Initial Lead Service Line Inventory under the revised Lead and Copper Rule Revisions by the Environmental Protection Agency (EPA). The City serves water to around 14,000 service connections of residents and businesses. The City has several properties built from the 1920s to the 1940s, which could have lead or galvanized steel water service lines. The City has replaced over 16 miles of 2" galvanized steel water mains in the last five years. The Drinking Water Revolving Loan Program has provided loans and loan forgiveness to the City, which greatly assisted in the project. The City replaced all of the service lines up to the water meters and the 2-inch mains with 4- and 6-inch PVC and ductile iron water mains. The proposed project aims to review and assess the materials of the water service lines on the city and private side of the service. It will provide a GIS-based map that identifies the material type of each property.

The City entered a Continuing Professional Services Agreement with Mock Roos and Associates based upon the competitive selection process set forth in RFQ #23-300 (Water – Civil Engineering). Task Order No. 12 is proposed consistent with the terms and conditions of the Continuing Professional Services Agreement.

MOTION:

Move to approve/disapprove Task Order No. 12 with Mock Roos and Associates to conduct the required Lead Line Service Inventory.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order 12

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	257,800	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Water
Division	Administration
GL Description	Prof Services Other / Prof Services Other
GL Account Number	402-7010-533.31-90
Project Number	n/a
Requested Funds	\$257,800.00
Remaining Balance	\$269,850.00
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Current Revenue

TASK ORDER No.

**CONTINUING PROFESSIONAL SERVICES
(Civil Engineering – Water)**

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order”) is made on the day of _____, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Mock Roos & Associates, Inc.** a State of Florida, CORPORATION (“CONSULTANT”).

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated September 29, 2023 and services are generally described as: **Lead and Copper Inventory**, (the “Project”).

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach Water Utilities with civil engineering related to water consulting services for the Project as specified in the **CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit “1”**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within 365 calendar days from the City’s approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum amount of **\$257,800**. The attached proposal identifies all costs and expenses included in the lump sum amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is Garry G. Gruber, phone: (561) 683-3113, ext. 293; email: garry.gruber@mockroos.com; and, the Project Manager for the City is Sam Heady, phone: (561) 586-1075; email: sheady@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Civil Engineering – water) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated March 28, 2023 (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: **MOCK ROOS & ASSOCIATES, INC.**

By: _____
Garry G. Gruber, P.E. Senior Vice President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 12th day of October, 2023, by **Mock Roos & Associates, Inc.** a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Rachel Caballero-Ferberger
Notary Public Signature

Notary Seal:

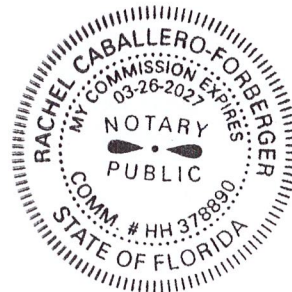


Exhibit 1

Proposal to Provide Professional Engineering Services for

Lake Worth Beach

Lead and Copper Inventory

Task Order No. ____

A. Project Description:

The City of Lake Worth Beach Water Utilities (Water Utilities) has requested Mock•Roos assist with identifying and compiling the information necessary to comply with the current United States administration's Executive Order which tasks water providers with addressing the presence of lead in drinking water. Per the Executive Order, an action plan is required to be developed to identify lead water services, notify property owners with these services, and eliminate the lead in the drinking water. The first phase of this action plan is to identify where sources of lead may be present in the existing drinking water system. The United States Environmental Protection Agency (EPA) is requiring that the inventory be submitted by October 16, 2024.

B. Scope of Services:

Mock•Roos will perform the following tasks:

1. Provide an update of service locations by providing a GIS shapefile with georeferenced service locations and a database of as-builts. Task will include reference to provided as-builts and information, as available, for the age, material and diameter of the service line. Water Utilities will provide Mock •Roos any available information in their files.
2. Implement a GIS based system to track the field and desktop investigations related to the service lines. The system will identify where the services have the required information, and if they are determined to be comprised of lead. For service lines that do not have information on age and material, information/data will be obtained from the property appraiser and City of Lake Worth Beach Building Department to assist in identifying the age of the building construction, and the associated probable age of the water service. Information obtained will be included in the GIS platform created. *It is assumed that data will not be available for the entire service area.*

3. Review existing Water Utilities lead and copper rule compliance information to see if existing data suggests the presence of lead service lines.
4. Recommend areas to perform field investigation for the presence of lead service lines based on the desktop research. A Subconsultant will perform a test hole and a scratch test at the selected locations. The results will be documented in a test hole report and included in the GIS field application. For this task, up to 50 test holes are included.
5. Prepare a Draft Technical Memorandum (TM) to document the activities performed. The Draft TM will include the analysis of where the lead service lines are present. Meet with Water Utilities staff to discuss any comments on the Draft TM and will make revisions as needed for the Final TM.
6. Provide sample notices to 1) inform property owners of the Lead and Copper initiative and the future field investigations and to 2) inform property owners that may have lead service lines. Water Utilities will distribute notices to property owners.
7. Prepare a presentation and attend up to two (2) public meetings with Water Utilities staff.

Assumptions

- Water Utilities will be submitting information to the EPA and FDEP as required.
- Water Utilities will notify property owners when access to private property is needed for the test holes. Obtaining temporary easements is not included.
- It is assumed that some service lines will remain as an “unknown material”. No guarantee is provided that all service line materials can be identified.
- Mailings and postage are not included. It is assumed that Water Utilities will print and distribute the public notifications.
- Preparation of a sampling plan, coordination with FDEP on requirements for the sampling plan, and conducting samples is not included.
- Preparation of a prioritization plan for sampling is not included.
- Preparation of a lead service line replacement action plan is not included.


C. Fee and Rates:

The total fee to provide the Scope of Services outlined above is **\$257,800**. Mock•Roos will complete the Scope of Services for a lump sum fee. See Attachment A for estimate of hours.

Mock •Roos can provide Additional Services at the Mock•Roos rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

D. Signature:

MOCK•ROOS

Signed:  _____

Name: Garry G. Gruber, P.E.

Title: Senior Vice President

Date: 10/12/23

Attachment A

City of Lake Worth Beach
Lead and Copper Inventory

		Labor Classification							
Task Description	Corporate Officer	Senior Project Engineer	Project Engineer	Engineer Intern	Project Coordinator	Subconsultant	Total		
Task	Labor Hourly Billing Rate	\$240	\$205	\$170	\$125	\$95			
1	Update Service Locations	16	40	200	200	8	\$71,800		
2	Service Inventory and Data Review	16	40	84	200	8	\$52,080		
3	Review Existing Compliance reports	8	16	50	8		\$14,700		
4	Field Investigations	8	16	60	100	8	\$56,160		
5	Technical Memorandum	12	30	20	80	16	\$23,950		
6	Sample Notices	4	12			2	\$3,610		
7	Public Meetings & Client Meetings	16	16			4	\$7,500		
	Total Hours	80	170	414	588	46			
	Subtotal	\$19,200	\$34,850	\$70,380	\$73,500	\$4,370	\$229,800		
							\$27,500		
							Sub Fees	\$27,500	
							Reimbursables	\$500	
							Project Total	\$257,800	

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 30, 2023

DEPARTMENT: Electric Utility

TITLE:

Purchased Power Cost Adjustment Update (PCA)

SUMMARY:

Monthly update for the Purchased Power Cost Adjustment in Electric Utility Rates.

BACKGROUND AND JUSTIFICATION:

The City's electric utility provides electricity to its customers using a variety of electric production resources. Among them are the City's entitlements in the Florida Municipal Power Agency (FMPA) St. Lucie and Stanton 1 Projects, the City's own solar farm atop City's closed landfill, the City's power plant, and a contract with Orlando Utilities Commission for supplemental energy and capacity (the "OUC Agreement").

As determined during the electric utility rate making process certain electric utility expenses largely related to the purchase of electric capacity, debt service, operations and maintenance, general fund transfer, and City shared internal service costs are recovered via the Base Energy Charge on customers' bills and are not included in the Purchased Power Cost Adjustment (PCA).

Expenses largely related to the purchase of electric energy from the aforementioned electric production resources, as well as the electric energy and capacity purchases under the OUC Agreement, and electric transmission costs, are recovered or returned via the Purchased Power Cost Adjustment (PCA) on customers' bills.

During the September 26, 2023 Utility meeting, the Commission voted to create a Rate Stabilization Fund (RSF) in the amount of \$2,500,000, and to create a Storm Fund in the amount of \$500,000, using the PCA balances as the funding source. The remaining balance for monthly PCA payments was \$431,039.

Monthly PCA Review:

While the PCA is reviewed for adjustment on a quarterly basis, the City Commission has requested a monthly update on the PCA status and balance of the funds using the latest data available.

With the creation of the RSF & Storm Fund, the PCA balance remaining as of September 30, 2023 was \$431,039. The September PCA revenues came in at \$1,599,657 and PCA expenses were \$1,592,772 for the same period, yielding a gain of \$6,885 in PCA balance. The current PCA balance is \$437,924.

MOTION:

Move to approve/disapprove N/A

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

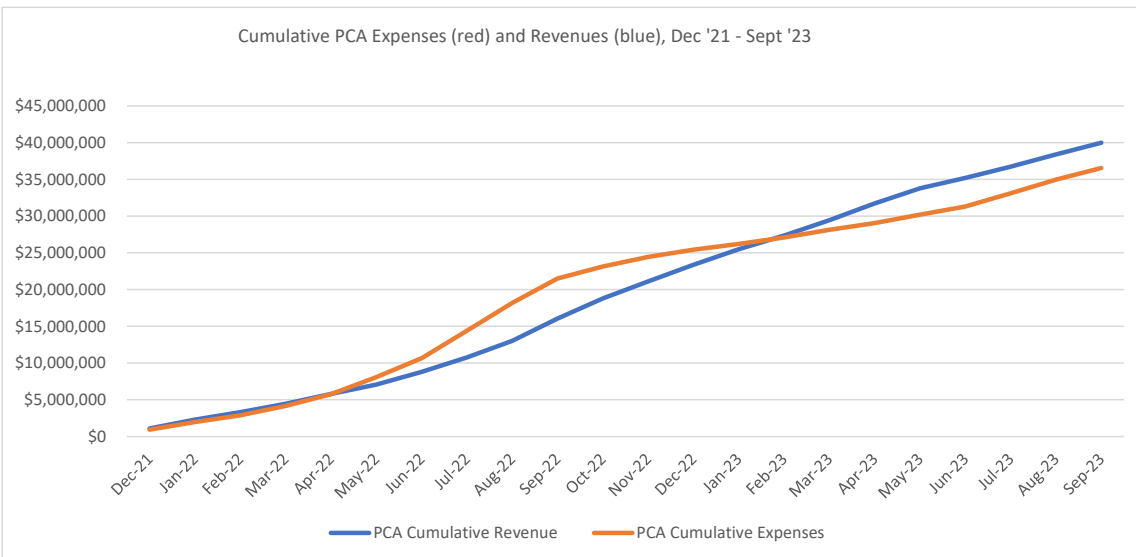
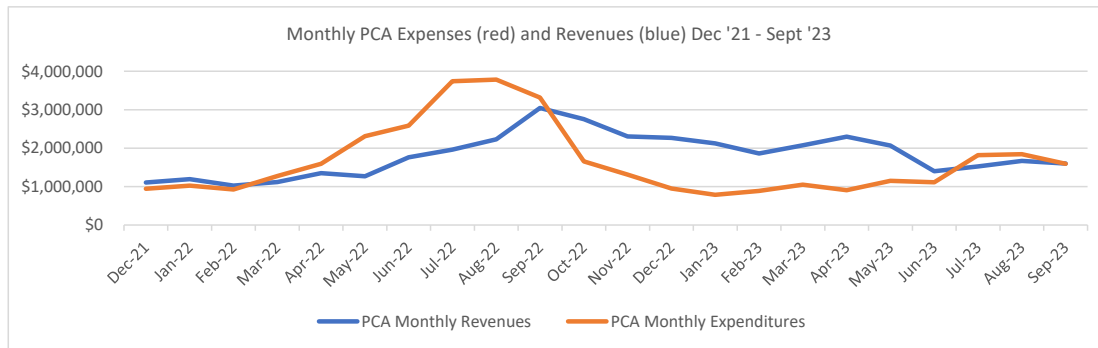
PCA Revenues vs Expenses Cumulative Graph

PCA Revenues vs Expenses Actuals

PCA Table & Graphs

Month	PCA Monthly Revenues	PCA Monthly Expenditures	Difference
Dec-21	\$1,103,969	\$942,601	\$161,368
Jan-22	\$1,194,586	\$1,023,131	\$171,455
Feb-22	\$1,025,360	\$926,824	\$98,536
Mar-22	\$1,119,913	\$1,273,434	(\$153,521)
Apr-22	\$1,347,197	\$1,591,498	(\$244,301)
May-22	\$1,266,715	\$2,310,587	(\$1,043,872)
Jun-22	\$1,758,533	\$2,583,598	(\$825,065)
Jul-22	\$1,959,972	\$3,743,037	(\$1,783,065)
Aug-22	\$2,229,001	\$3,782,608	(\$1,553,607)
Sep-22	\$3,044,528	\$3,315,729	(\$271,201)
Oct-22	\$2,754,939	\$1,656,627	\$1,098,312
Nov-22	\$2,305,698	\$1,313,150	\$992,548
Dec-22	\$2,267,120	\$948,626	\$1,318,494
Jan-23	\$2,123,484	\$786,317	\$1,337,167
Feb-23	\$1,864,011	\$886,202	\$977,809
Mar-23	\$2,074,694	\$1,047,496	\$1,027,198
Apr-23	\$2,295,461	\$908,816	\$1,386,645
May-23	\$2,064,788	\$1,146,676	\$918,112
Jun-23	\$1,398,725	\$1,109,974	\$288,751
Jul-23	\$1,522,057	\$1,817,096	(\$295,039)
Aug-23	\$1,667,765	\$1,843,451	(\$175,686)
Sep-23	\$1,599,657	\$1,592,772	\$6,885
TOTALS	\$39,988,173	\$36,550,250	\$3,437,923

PCA Cumulative Revenue	PCA Cumulative Expenses	Monthly MWhs Purchased (PCA ONLY)
\$1,103,969	\$942,601	19,587
\$2,298,555	\$1,965,732	19,302
\$3,323,915	\$2,892,556	15,861
\$4,443,828	\$4,165,990	21,660
\$5,791,025	\$5,757,488	22,861
\$7,057,740	\$8,068,075	29,099
\$8,816,273	\$10,651,673	31,937
\$10,776,245	\$14,394,710	37,470
\$13,005,246	\$18,177,318	38,288
\$16,049,774	\$21,493,047	38,962
\$18,804,713	\$23,149,674	27,425
\$21,110,411	\$24,462,824	24,219
\$23,377,531	\$25,411,450	18,541
\$25,501,015	\$26,197,767	16,911
\$27,365,026	\$27,083,969	21,664
\$29,439,720	\$28,131,465	27,129
\$31,735,181	\$29,040,281	24,704
\$33,799,969	\$30,186,957	28,376
\$35,198,694	\$31,296,931	31,029
\$36,720,751	\$33,114,027	37,905
\$38,388,517	\$34,957,478	38,244
\$39,988,173	\$36,550,250	32,234



Month	PCA Revenues	Actual Invoices				Total PCA Expenditures	Difference	Average Delivered NG Price	
		OUC	Stanton Energy	FPL Transmission	Power Plant Gas			Forecasted	Actual
Dec-21	\$1,103,969	\$624,137	\$150,600	\$161,877	\$5,987	\$942,601	\$161,368		
Jan-22	\$1,194,586	\$597,332	\$185,672	\$157,785	\$82,342	\$1,023,131	\$171,455		
Feb-22	\$1,025,360	\$629,349	\$114,305	\$193,045	-\$9,875	\$926,824	\$98,536		
Mar-22	\$1,119,913	\$757,376	\$319,272	\$207,018	-\$10,232	\$1,273,434	-\$153,521		
Apr-22	\$1,347,197	\$1,100,745	\$275,769	\$234,601	-\$19,617	\$1,591,498	-\$244,301		
May-22	\$1,266,715	\$1,821,194	\$244,121	\$245,204	\$68	\$2,310,587	-\$1,043,872		
Jun-22	\$1,758,533	\$2,052,485	\$231,784	\$220,612	\$78,717	\$2,583,598	-\$825,065		
Jul-22	\$1,959,972	\$3,186,177	\$225,766	\$268,782	\$62,312	\$3,743,037	-\$1,783,065		
Aug-22	\$2,229,001	\$3,246,599	\$210,589	\$309,347	\$16,073	\$3,782,608	-\$1,553,607		
Sep-22	\$3,044,528	\$2,793,956	\$223,199	\$281,616	\$16,958	\$3,315,729	-\$271,201		
Oct-22	\$2,754,939	\$1,143,371	\$261,212	\$252,044	\$0	\$1,656,627	\$1,098,312		
Nov-22	\$2,305,698	\$767,327	\$288,673	\$242,922	\$14,228	\$1,313,150	\$992,548		
Dec-22	\$2,267,120	\$594,138	\$254,194	\$155,730	-\$55,436	\$948,626	\$1,318,494		
Jan-23	\$2,123,484	\$535,886	\$106,848	\$143,583	\$0	\$786,317	\$1,337,167		
Feb-23	\$1,864,011	\$617,271	\$58,539	\$210,392	\$0	\$886,202	\$977,809		
Mar-23	\$2,074,694	\$800,769	\$15,895	\$219,482	\$11,350	\$1,047,496	\$1,027,198		
Apr-23	\$2,295,461	\$518,884	\$162,861	\$226,621	\$450	\$908,816	\$1,386,645	\$2.73	\$2.50
May-23	\$2,064,788	\$775,620	\$133,640	\$237,416	\$0	\$1,146,676	\$918,112	\$2.93	\$2.47
Jun-23	\$1,398,726	\$921,208	\$170,925	\$17,841	\$0	\$1,109,974	\$288,752	\$3.30	\$2.72
Jul-23	\$1,522,057	\$1,312,766	\$244,592	\$259,738	\$0	\$1,817,096	-\$295,039	\$3.33	\$3.72
Aug-23	\$1,667,765	\$1,297,020	\$286,693	\$259,738	\$0	\$1,843,451	-\$175,686	\$3.22	\$4.00
Sep-23	\$1,599,657	\$1,105,761	\$193,712	\$293,299	\$0	\$1,592,772	\$6,885	\$3.07	\$3.38
TOTALS	\$39,988,173	\$27,199,371	\$4,358,861	\$4,798,693	\$193,325	\$36,550,250	\$3,437,923		

Rate Stabilization Fund as approved by Commission September 26 2023 -> -\$2,500,000
Storm Fund as approved by Commission September 26 2023 -->>> -\$500,000
Total over/under collection after creation of funds-----> \$437,923

Month	PCA Revenues	Actual Invoices					Total PCA Expenditures	Difference	Average Delivered NG Price	
		OUC	Stanton Energy	FPL Transmission	Power Plant Gas	Forecasted			Actual	
	PCA balance after creation of Rate Stabilization Fund and Storm Fund ----->>>>						\$431,039			
Sep-23	\$1,599,657	\$1,105,761	\$193,712	\$293,299	\$0	\$1,592,772	\$6,885	\$3.07	\$3.38	
TOTALS	\$1,599,657	\$1,105,761	\$193,712	\$293,299	\$0	\$1,592,772	\$437,924			

Purpose of Discussion on Updates Regarding the PCA and Rate Stabilization Fund:

- Confirm goals for PCA, Rate Stabilization Fund and 3-month/quarterly updates
- Determine which scenarios to bring to the Commission in the event we are approaching one of the thresholds
- Determine what data to include and how it should be displayed
- Decide if we want the 3-month periods to align to each quarter of the fiscal year

Goals:

- Cost of power (PCA) is a pass-through cost
 - On average, the revenues should be equal to the expenses
- Avoid increases/decreases to rates throughout the year
- React to significant changes in the cost of power

Possible graphs and data:

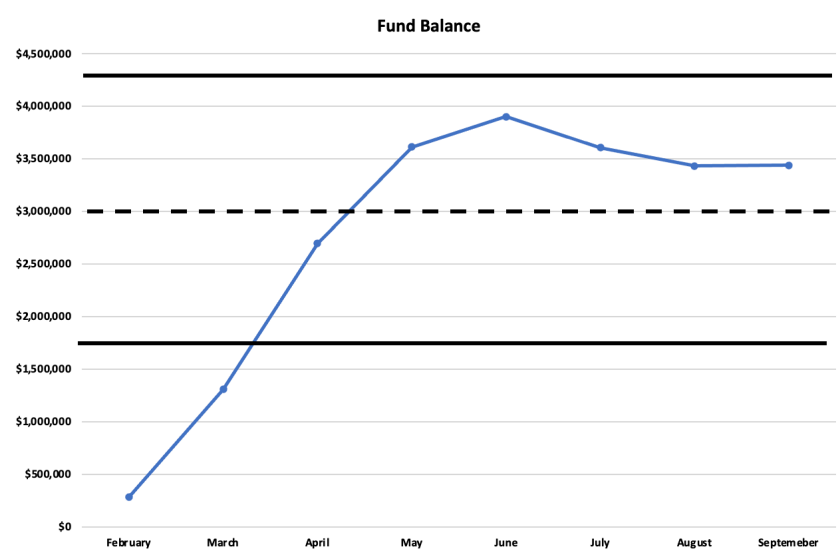
Rate Stabilization Fund

Expected Expense FY24 = \$17,276,074

10% of Expected Expense = \$1,727,607

25% of Expected Expense = \$4,301,901

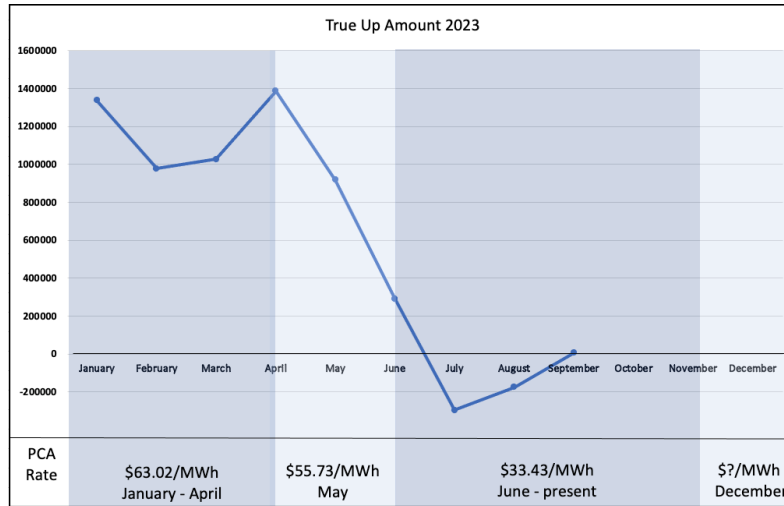
*I started this graph in February because it was the first month in which we had a positive balance.



Direction:

- Agree/Disagree to include the thresholds and graph displayed above
- Decide the range of dates we would like included
 - Should it follow the calendar year or fiscal year? Should it always show the last 12 months even if it crosses years? Other options?
- Determine if transfers to the rate stabilization fund should be monthly or quarterly
- Decide if staff should propose a change in rates if fund balance is not approaching either threshold
- Determine which scenarios to bring to the Commission in the event a rate change is considered necessary
 - One quarter, one year, remainder of the fiscal year
 - Break even, build up/down to target (how aggressively?)

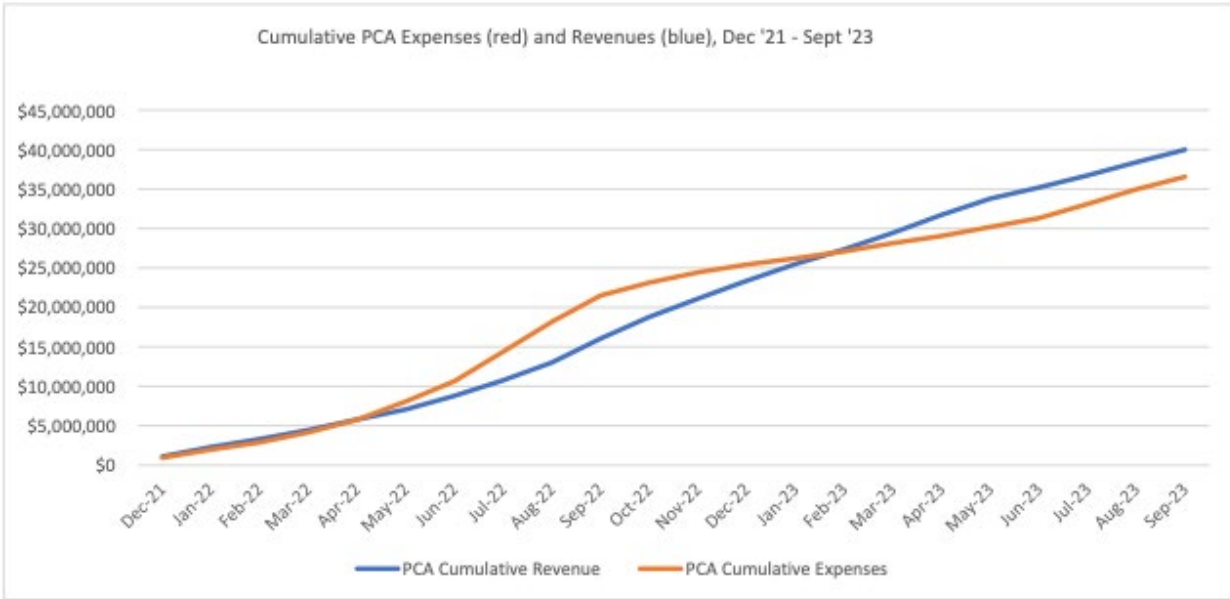
Monthly True-Up Amount



PCA Table & Graphs

Month	PCA Monthly Revenues	PCA Monthly Expenditures	Difference
Dec-21	\$1,103,969	\$942,601	\$161,368
Jan-22	\$1,194,586	\$1,023,131	\$171,455
Feb-22	\$1,025,360	\$926,824	\$98,536
Mar-22	\$1,119,913	\$1,273,434	(\$153,521)
Apr-22	\$1,347,197	\$1,591,498	(\$244,301)
May-22	\$1,266,715	\$2,310,587	(\$1,043,872)
Jun-22	\$1,758,533	\$2,583,598	(\$825,065)
Jul-22	\$1,959,972	\$3,743,037	(\$1,783,065)
Aug-22	\$2,229,001	\$3,782,608	(\$1,553,607)
Sep-22	\$3,044,528	\$3,315,729	(\$271,201)
Oct-22	\$2,754,939	\$1,656,627	\$1,098,312
Nov-22	\$2,305,698	\$1,313,150	\$992,548
Dec-22	\$2,267,120	\$948,626	\$1,318,494
Jan-23	\$2,123,484	\$786,317	\$1,337,167
Feb-23	\$1,864,011	\$886,202	\$977,809
Mar-23	\$2,074,694	\$1,047,496	\$1,027,198
Apr-23	\$2,295,461	\$908,816	\$1,386,645
May-23	\$2,064,788	\$1,146,676	\$918,112
Jun-23	\$1,398,725	\$1,109,974	\$288,751
Jul-23	\$1,522,057	\$1,817,096	(\$295,039)
Aug-23	\$1,667,765	\$1,843,451	(\$175,686)
Sep-23	\$1,599,657	\$1,592,772	\$6,885
TOTALS	\$39,988,173	\$36,550,250	\$3,437,923

PCA Cumulative Revenue	PCA Cumulative Expenses	Monthly MWhs Purchased (PCA ONLY)
\$1,103,969	\$942,601	19,587
\$2,298,555	\$1,965,732	19,302
\$3,323,915	\$2,892,556	15,861
\$4,443,828	\$4,165,990	21,660
\$5,791,025	\$5,757,488	22,861
\$7,057,740	\$8,068,075	29,099
\$8,816,273	\$10,651,673	31,937
\$10,776,245	\$14,394,710	37,470
\$13,005,246	\$18,177,318	38,288
\$16,049,774	\$21,493,047	38,962
\$18,804,713	\$23,149,674	27,425
\$21,110,411	\$24,462,824	24,219
\$23,377,531	\$25,411,450	18,541
\$25,501,015	\$26,197,767	16,911
\$27,365,026	\$27,083,969	21,664
\$29,439,720	\$28,131,465	27,129
\$31,735,181	\$29,040,281	24,704
\$33,799,969	\$30,186,957	28,376
\$35,198,694	\$31,296,931	31,029
\$36,720,751	\$33,114,027	37,905
\$38,388,517	\$34,957,478	38,244
\$39,988,173	\$36,550,250	32,234



Direction:

- Determine which tables and graphs to include in quarterly report

Current Process:

3-month periods, not clearly defined

- Meeting at the end of September
- Actuals for May – July available (2 different rates)
- Projections for September - November
 - August not accounted in actuals or projection (projections/actuals never align)
- Rates may be adjusted for December (middle of actuals for November – January)
 - No information about the period effected by rate adjustment
- Inability to look for trends

	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep
Meeting in September	actuals																
	Adj				projections			Adj									
Meeting in December				actuals													
								projections		Adj							
Meeting in March							actuals										
											projections		Adj				

Proposed Process:

Clearly defined quarters, aligned to fiscal year

- Meeting at the end of November
- Actuals for July - September (1 rate)
- Projections for October – December (no gaps, projections/actuals always align)
- Rates may be adjusted for January (start of next quarter)
 - Forecast for following quarter that starts in January, aligns to the rate adjustments (rough estimate)
- Ability to look for trends

	Quarter 4			Quarter 1			Quarter 2			Quarter 3			Quarter 4		
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep
Meeting for Q1 in Nov	Q3 actuals														
				Q1 projections			Adj								
							Q2 forecast*								
Meeting for Q2 in Feb				Q4 actuals											
							Q2 projections			Adj					
										Q3 forecast*					
Meeting for Q3 in May							Q1 actuals								
										Q3 projections			Adj		
													Q4 forecast*		
Meeting for Q4 in Aug										Q2 actuals					
													Q4 projections		

PCA Formula

$$PCA = (A + B + C) / D$$

Where:

A = The projected purchased power costs for the projected 3-month period comprised of costs such as the FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity; energy and directly related costs, Lake Worth Beach electric utility power plant generating fuel; and transmission costs:

B = A true-up amount representing the over or under recovery of purchased power costs from the prior period

C = The amount transferred to or from the Rate Stabilization Fund for the projected period

D = The projected total retail sales in MWh for the projected 3-month period

Observations:

- $A \div D$ is the projected cost per MWh, allows us to compare current rate to projected rate. Consider adding another line $E = \text{current rate} * D$. The difference between A and E would show how much money we are projected to over/under collect, which aligns more to the rate stabilization philosophy.
- The language for "C" is unclear. Are we transferring money based on future projections or is the goal for $B + C = 0$ because we should transfer money based on the true-up amount from previous period?
- This PCA formula is useful for surfacing potential concerns, but it is the fund balance in the rate stabilization fund that will trigger a discussion on increasing or decreasing rates. Consider a new presentation to make it more obvious.

Possible Presentation (assumes no rate change)

A: Current PCA

B: Projected total retail sales (D from previous formula)

C: Projected total revenue $A * B$

D: Projected purchase costs (A from previous formula)

Projected true-up amount: $C - D$

Previous true-up amount: (B from previous formula)

Direction: Determine what information is most helpful for us to see if a rate change should be considered.

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 30, 2023

DEPARTMENT: Water Utilities

TITLE:

Agreement with PJ's Land Clearing & Excavating, Inc. for removal and disposal of lime sludge for Water Utilities

SUMMARY:

This Agreement provides removal and disposal of lime sludge for Water Utilities at a cost not to exceed \$123,300 in Fiscal year 2024, \$123,300 in Fiscal Year 2025, and \$123,300 in Fiscal Year 2026.

BACKGROUND AND JUSTIFICATION:

The City's Water Production Division of the Water Utilities Department has an on-going need for the cleaning of the lime sludge ponds by the transport of lime sludge to the drying basins on the west side of the water treatment plant, and then subsequent removal offsite of the dried sludge from the drying basins. This is a service that the City cannot perform internally, as it does not have the equipment nor the personnel necessary to successfully perform the requirements.

Staff advertised and issued a formal Invitation for Bids (IFB# 23-124). Four bids were received. The lowest responsive, responsible bidder based on the removal and disposal of historical amounts of lime sludge was PJ's Land Clearing and Excavating, Inc. at an annual estimated cost of \$123,300. The term of this Agreement is for three (3) years, with the option of two (2) one-year renewals.

MOTION:

Move to approve/disapprove the Agreement with PJ's Land Clearing & Excavating, Inc. for removal and disposal of lime sludge for Water Utilities at a cost not to exceed \$123,300 in FY2024, \$123,300 in FY2025, and \$123,300 in FY2026.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement
Bid Tab

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$123,300	\$123,300	\$123,300	\$123,300	\$123,300
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		
Remaining Balance	N/A	

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Water Utilities
Division	Water Treatment
GL Description	Contractual Services / Other Contractual Service
GL Account Number	402-7022-533-34-50
Project Number	
Requested Funds	\$123,300.00
Remaining Balance	\$171,753.00
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	

**AGREEMENT FOR GOODS AND SERVICES
(REMOVAL AND DISPOSAL OF LIME SLUDGE FOR WATER TREATMENT PLANT)**

THIS AGREEMENT FOR GOODS AND SERVICES ("Agreement") is made as of _____, 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 **P.J.'S Land Clearing and Excavating, Inc.**, a Florida Corporation with its office located at 4550 Okeechobee Rd, Unit F, Fort Pierce, FL 34947 ("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, on July 30, 2023 the CITY issued an Invitation for Bid #23-124 for Removal and Disposal of Lime Sludge for Water Treatment Plant services on an as needed basis ("IFB"); and

WHEREAS, the CITY received five (5) bids in response to the IFB; and

WHEREAS, the Contractor was determined to be the lowest, responsive and responsible bidder and was recommended for the award; 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 desires to accept the CONTRACTOR's bid in order for CONTRACTOR to render the goods and services to the CITY as provided herein; and

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

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

1. TERM

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

2. SCOPE OF SERVICES

2.1 The Scope of Services for this Agreement shall include all the aspects of removal and disposal of Lime Sludge for Water Treatment Plant on as needed basis as more specifically set forth in the IFB's Scope of Services, which is attached hereto as **Exhibit "B"** and incorporated herein by the reference.. The service shall be initiated and provided by the CONTRACTOR in timely manner and shall continue to be provided until the CITY requests the service to cease. Work shall commence upon the issuance of a Purchase Order by the CITY.

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

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

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

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

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of 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. SERVICES

4.1 The CONTRACTOR shall provide all services as more specifically set forth in a CITY issued Purchase Order, the IFB and this Agreement.

5. FEE AND ORDERING MECHANISM

5.1 For goods and services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for the goods and services provided and accepted by the CITY at the rates set forth in CONTRACTOR's proposed rates which are attached as **Exhibit "A"**. The rates set forth in Exhibit "A" shall remain fixed for the first three (3) years of this Agreement. If due to applicable price escalations and/or reductions which impact the CONTRACTOR's rates in Exhibit "A", the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new rates for the renewal term(s).

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

5.3 The CITY's ordering mechanism for the Scope of Services (including each order of specific services) under this Agreement will be by a CITY issued Purchase Order(s); however, the terms and conditions stated in a CITY issued Purchase Order(s) shall not apply. CONTRACTOR shall

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

6. MAXIMUM COSTS

The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Services in accordance with the IFB and this Agreement will be set in each CITY issued Purchase Order and no additional costs shall be authorized without prior written approval from the CITY. The total not to exceed amount under this Agreement shall be One Hundred Twenty-Three Thousand Three Hundred Dollars (\$123,300) per fiscal year.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for the provided goods and services, in accordance with the Local Government Prompt Payment Act.

8. AUDIT BY CITY

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

9. COPIES OF DATA/DOCUMENTS

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

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

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

12. DEFAULTS, TERMINATION OF AGREEMENT

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

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

13. INSURANCE

13.1. Prior to commencing the Scope of Services, 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 Agreement. 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 Agreement, 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 Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14. WAIVER OF BREACH

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

15. INDEMNITY

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

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

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

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time. The parties agree that the provisions, waiver, and limitations set forth in Section 768.28 shall apply to this Agreement to claims arising in tort and to claims arising in contract. This section shall survive termination and expiration of this Agreement.

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

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

17. ASSIGNMENT

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

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

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

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

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every

other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

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

22. NOTICES

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

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

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

P.J.'s Land Clearing and Excavating, Inc.
Attn: Wilson Patrick, President
4150 Okeechobee Rd., Unit F
Fort Pierce, FL 34947

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 arise out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the

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

25. COUNTERPARTS

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

26. LIMITATIONS OF LIABILITY

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

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR 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 CONTRACTOR list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

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

31. PUBLIC RECORDS

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

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

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

32. COPYRIGHTS AND/OR PATENT RIGHTS

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

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the 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.

35. PROTECTION OF PROPERTY

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

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this 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.

37. SAFETY: ACCIDENT PREVENTION

37.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation including without limitation Chapter 23 CFR 635. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may

determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this Agreement.

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

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

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

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

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

39. SCRUTINIZED COMPANIES

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

certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

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

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

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

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

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

40. **E-VERIFY**

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

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

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

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

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

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

40.6. Be aware that a violation of Section 448.095(5) by a subcontractor, and not the CONTRACTOR, shall be grounds for the CITY to order the CONTRACTOR immediately terminate the contract with the subcontractor; and

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

41. SURVIVABILITY

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

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Removal and Disposal of Lime Sludge for Water Treatment Plant) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: P.J.'s LAND CLEARING AND EXCAVATING, INC.

By: Patrick Wilson

[Corporate Seal]

Print Name: Patrick Wilson

Title: President/owner

STATE OF Florida
COUNTY OF St. Lucia)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 26 day of September 2023, by Patrick Wilson, as the President/owner [title] of **P.J.'s Land Clearing and Excavating, Inc.**, a Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced personally known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Buffie F. Wilson
Notary Public Signature

Notary Seal:

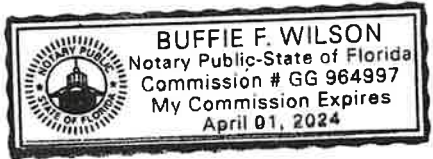


EXHIBIT "A"

CONTRACTOR'S RATE SCHEDULE

ITEM #	DESCRIPTION	UNIT OF MEASURE	ANNUAL ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED TOTAL
1.	Clean Sludge Ponds & deposit wet lime sludge at on-site drying location	1 Cubic Yard	12,000	\$ 4.90	\$ 58,800.00
2.	Loading & Removal of dried lime sludge from Water Plant Complex	1 Cubic Yard	10,000	\$ 6.45	\$ 64,500.00
TOTAL BID:					\$ 123,300.00

Name of Bidder: P.J.'s Land Clearing & Excavating, Inc.

Address: P.O. Box 540517 City: Greenacres ST FL Zip 33454

Phone: (561) 740-9938 Email: paw@pjslandclearing.com

Print Name: Patrick Wilson Title: President

SIGNATURE:  Date: 8/14/2023

EXHIBIT "B"

SCOPE OF WORK

The City of Lake Worth Beach is requiring services relating to the removal and disposal of wet lime sludge from both collection ponds identified by the City to a designated drying area within the Water Plant Complex and once dried to be removed from the site by same Contractor at a fixed price, on an as needed basis.

All work shall be performed in accordance with the City's design specifications and all available standards and in accordance with state, local and any other applicable standards.

1.0 SCOPE OF WORK

Upon notification by the Water Treatment Manager or by pre-arranged schedule, the contractor shall remove wet lime sludge from collection ponds and haul sludge to a designated drying area within the Water Plant Complex. Sludge shall be stockpiled and allowed to dry, remaining the property of the City of Lake Worth Beach until removed from the site by the Contractor.

After drying, the sludge shall be removed from the site by the contractor, using its own equipment and trucks, or those of subcontractors.

Contractor is responsible for providing all equipment and personnel to perform all services noted herein. City shall not assist Contractor in the performance of its duties.

Contractor shall be responsible for control of dust created when hauling the dried sludge, specifically by 'watering down' the area. This may be accomplished via watering truck and/or sprinkler system. Contractor shall also be liable for cleaning of City property and adjacent streets caused by lime sludge spillage resulting from Contractor's actions.

2.0 SCHEDULE OF WORK

Contractor shall be responsible for cleaning sludge collection ponds (3,000 to 5,000 cubic yards) as directed by the Water Treatment Manager. Contractor shall commence cleaning of ponds no later than 10 calendar days after notification to proceed. Cleaning shall be completed no later than 30 days after notification to proceed. Wet sludge from ponds shall be deposited in an orderly manner at designated on-site drying area by Contractor.

Contractor shall be responsible for removing a minimum of 1,500 cubic yards of dried sludge from the Water Plant Complex during each consecutive three (3) month period (or more frequently, as directed by the Water Plant Manager). Contractor may utilize trucks owned by the contractor, subcontractors, or sludge buyers to haul sludge from site. However, Contractor shall be responsible for any damages/ injuries caused by said trucks and/or operators, and shall indemnify the City accordingly. If dried sludge is to be stored at the Contractor's storage facility, such storage facility must comply with all local, county, and State requirements. Dried sludge shall not be stored on-site at the Water Treatment Complex for longer than 90 days.

Timely cleaning of sludge ponds and removal of dried sludge is a critical part of this contract. Failure of the contractor to comply with minimum services as noted above shall

be grounds for imposition of Liquidated Damages and/or immediate cancellation of the contract.

3.0 SITE LOCATION

City of Lake Worth Beach Water Treatment Plant is located at 301 South College Street, Lake Worth Beach, Florida, 33460.

4.0 ESTIMATED ANNUAL VOLUME & SLUDGE POND SIZES

Estimated annual volume of dried lime sludge to be removed is 10,000 cubic yards.
Estimated annual volume of wet lime sludge to be removed is 12,000 cubic yards.

Sludge ponds approximate size:

West Pond 200' x 80' x 10' deep
East Pond 200' x 60' x 10' deep

5.0 PRICING

Prices shall be separated according to services rendered, as follows:

- A) Cost, per cubic yard, for cleaning of sludge ponds and removal of wet sludge to designated drying area within Water Plant Complex.
- B) Cost, per cubic yard, for loading, hauling, and removal of dried lime sludge from Water Plant Complex. If disposal at a County landfill becomes necessary due to inadequate size of Contractor's storage facility, then such disposal fee shall be the responsibility of the Contractor, at no additional cost to the City.

6.0 PERMITS FOR LIME STORAGE FACILITY

The Contractor shall be responsible for securing and paying for any necessary permits for its lime-sludge storage facility and any and all pertinent fees shall be payable by the Contractor.

7.0 OWNERSHIP OF REMOVED DRIED SLUDGE

Upon removal of dried sludge from Water Plant Complex, said sludge shall become the property of the Contractor. The City shall not be held liable for any illegal dumping of lime sludge in a non-permitted site, and the Contractor shall so indemnify the City.

8.0 DISPOSAL

CONTRACTOR shall dispose of all lime sludge material in accordance with all federal, state, county, municipal and other applicable agency rules, laws, regulations and requirements. CONTRACTOR shall provide a report or other appropriate documentation (as determined by the CITY), if requested, to the CITY showing the proper disposal of such lime sludge material. Such report or documentation shall be provided to the CITY within ten (10) days of a verbal or written request by the CITY requesting same.



City of Lake Worth Beach

BID TABULATION - IFB #23-124 Removal and Disposal of Lime Sludge at Water Treatment Plant- Rebid

				Austin Tupler Trucking, Inc.		Devland Site/Paving and Utilities		P.J.'s Land Clearing and Excavating, Inc.		Prolime Corporation	
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Clean Sludge Ponds & deposit wet lime sludge at on-site drying location	12000	cubic yard	\$10.00	\$ 120,000.00	\$5.85	\$70,200.00	\$4.90	\$58,800.00	\$10.00	\$120,000.00
2	Loading & removal of dried lime sludge from water plant complex	10000	cubic yard	\$82.50	\$ 825,000.00	\$18.50	\$185,000.00	\$6.45	\$64,500.00	\$24.60	\$246,000.00
TOTAL LUMP SUM AMOUNT:				\$945,000.00		\$255,200.00		\$123,300.00		\$366,000.00	
Preference Amount:						\$15,000.00					
Total for Evaluation:				\$945,000.00		\$240,200.00		\$123,300.00		\$366,000.00	
Bid Cover Sheet (B1)				submitted		submitted		submitted		submitted	
Bidder's Minimum Qualifications (B2)				submitted		submitted		submitted		submitted	
Bid (B3)				submitted		submitted		submitted		submitted	
Schedule of Unit Prices (B4)				submitted		submitted		submitted		submitted	
Schedule of Subcontractors (B5)				submitted		submitted		submitted		submitted	
Contractor Verification (B6)				submitted		submitted		submitted		submitted	
Reference List (B7)				submitted		submitted		submitted		submitted	
Non-Collusion Affidavit (B8)				submitted		submitted		submitted		submitted	
Drug Free Certification (B9)				submitted		submitted		submitted		submitted	
Campaign Contribution Statement (B10)				submitted		submitted		submitted		submitted	
Scrutinized Companies Certification (B11)				submitted		submitted		submitted		submitted	
Veteran Business Enterprise, Small Business and/or Local Business Preference Form (B12)				submitted		Local Preference		submitted		submitted	
Comments											

STAFF REPORT UTILITY MEETING

AGENDA DATE: October 30, 2023

DEPARTMENT: Water Utility

TITLE:

Resolution No. 48-2023 -- Excessive Force Policy

SUMMARY:

Resolution No. 48-2023 adopting a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach has been awarded grant monies from Housing and Community Development. As a part of the grant process, the City of Lake Worth Beach must adopt 42 United States Code 5304(a)(1)(I), enacted as Section 104 of the Housing and Community Development Act of 1974, which requires subrecipients of federal funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

Legal counsel for the Palm Beach County Sheriff's Office reviewed the excessive force policy and took no issues with the City adopting the same.

MOTION:

Move to approve/disapprove Resolution No. 48-2023 adopting the excessive force policy.

ATTACHMENT(S):

Resolution No. 48-2023

RESOLUTION NO. 48-2023 OF THE CITY OF LAKE WORTH BEACH,
FLORIDA, ADOPTING A POLICY FOR THE PROTECTION OF
INDIVIDUALS ENGAGING IN NON-VIOLENT CIVIL RIGHTS
DEMONSTRATIONS, REPEALING ALL RESOLUTIONS IN CONFLICT
HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, 42 United States Code 5304(a)(1)(1), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

WHEREAS, 42 United States Code 5304(a)(1)(2), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

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

SECTION 1: It is the policy of the City of Lake Worth Beach to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction with due and proper consideration given to the extent and limits of the City's power and authority to do so.

SECTION 2: All other resolutions and policies or sections of resolutions and policies of the City of Lake Worth Beach in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 3: If any section, paragraph, sentence, or clause hereof or any provision of this Resolution is declared to be invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.

SECTION 4: This resolution shall become effective upon adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 30, 2023

DEPARTMENT: Electric

TITLE:

Agreement with Powerserve Technologies, Inc. for the Construction of the new Canal Distribution Substation

SUMMARY:

The Agreement authorizes Powerserve Technologies, Inc. to provide construction services for the Construction of the new Canal Distribution Substation at a cost not to exceed \$4,115,908.31. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020 and May 2022.

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB 23-121) seeking bids from qualified companies to provide construction services for the Construction of the new Distribution Substation to be located at the City's Canal substation property. Powerserve Technologies Inc. was one of four contractors to provide bids and is recommended to provide the construction services.

The scope of work for this project includes site work, foundations and slabs, steel structure installation, switchyard equipment installation, security wall, entrance gate and landscaping.

Powerserve Technologies Inc. will be providing all labor, equipment installations and specified materials as per the bid documents.

MOTION:

Move to approve/disapprove the agreement with Powerserve Technologies Inc. to provide construction services for the Construction of the Canal Distribution Substation at a cost not to exceed \$4,115,908.31.

ATTACHMENT(S):

Fiscal Impact Analysis
Construction Contract
Bid Tab

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$4,115,908.31	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric Utility
Division	Transmission/ Distribution
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	SH2113 / \$2,000,000 and SH2235 / \$2,115908.31
Requested Funds	\$4,115,908.31
Remaining Balance	SH2113 / \$1,390,394.72 and SH2235 / \$384,091.69
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Utility Bonds 2020 Series and 2022 Series

**City of Lake Worth Beach
IFB#23-121
Canal Distribution Substation Construction**

**00500
AGREEMENT**

THIS AGREEMENT is dated and will be effective on the _____, by and between the **City of Lake Worth Beach** (hereinafter called Owner) and **Powerserve Technologies, Inc.** (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Canal Distribution Substation Construction for the City of Lake Worth Beach Electric Utilities.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: Canal Distribution Substation Construction for the City of Lake Worth Beach Electric Utilities

ARTICLE 2. ENGINEER

The Project has been designed by **Power Engineers** who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed within 425 days from the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 455 days from the date when the Contract Time commences to run.

3.2 All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.3 LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred 00/100 dollars (\$ 500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any

proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.4 In the Owner's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

TOTAL OF ALL UNIT PRICES Four Million One Hundred Fifteen Thousand Nine Hundred and Eight Dollar .31 Cents (\$ 4,115,908.31) which is based on the unit price(s) in the Bid Form Unit Price Schedule.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Except as set forth herein, applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 PROGRESS PAYMENTS. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract Documents.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

95% of Work completed.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in the General Conditions).

5.1.2 Upon 50% of the Work being completed, the Contractor may request from Engineer that Owner release a portion of the retainage not to exceed 50% of the then current total retainage amount being withheld.

5.1.3 Within 20 business days after the Owner's approval of the punch-list prepared by the Contractor, the Owner after approval by the Engineer

AGREEMENT

00500-2

will pay the Contractor the remaining Contract balance that includes all retainage previously withheld by the Owner less an amount equal to **150%** of the estimated cost to complete the items on the punch-list. Once all items on the punch-list are complete as confirmed by the Engineer, the Contractor may request payment for the **150%** amount withheld for completion of the punch-list.

5.2 PUNCH-LIST. In accordance with section 218.735(7), Florida Statutes (2023), as soon as possible, **but no later than ten (10) business days prior to reaching substantial completion**, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request. The Contractor's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor's proposed punch-list, the Engineer and Owner will have five (5) business days to review, make modifications, or agree to the proposed punch-list and estimated cost. If the Engineer and/or Owner do not make any modifications to the Contractor's proposed punch-list within five (5) business days of receipt, the proposed punch-list will be deemed accepted by the Owner. If the Contractor fails to timely submit a proposed punch-list, the Engineer shall provide a punch-list to the Contractor. The Engineer will resolve any disputes in the punch-list and determine the final punch-list for the parties **no later than five (5) days after the Engineer and Owner's review and deliver the same to the Contractor**. Once the punch-list is finalized and delivered to the Contractor, the Contractor shall have thirty (30) days to complete all Work on the punch-list or until the time set for final completion of the Work (if the final completion date provides for more time). The failure of either party to include any corrective Work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all Work and the Project. The Contractor's proposed punch-list and modifications by the Engineer or Owner may be by informal written notice (e.g., email, fax, or hand-delivery); however, proof of delivery shall be kept by the party providing the informal written notice to the other party.

5.3 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with the Contract Documents (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Owner), the Contractor shall submit a "final invoice" to the Engineer. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the City. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Owner shall pay the remainder of the work order price including any amount held as retainage.

Notwithstanding the foregoing, the Owner shall not be required to pay or release any amount of retainage that is subject of a good faith dispute made in writing, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a written claim or demand by the Owner.

Final payment shall not become due until the Contractor and all of its subcontractors submit to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Work.

Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of

claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

ARTICLE 6. INTEREST.

6.1 All payments due and not made within the time prescribed by section 218.735, Florida Statutes, shall bear interest at the rate of 1 percent per month in accordance with section 218.735, Florida Statutes, as amended from time to time.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.

7.2 Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

7.3 Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

7.4 Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.

7.5 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent 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 Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.6 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent 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 will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.7 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

7.8 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 and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.9 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

7.10 Contractor acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

7.11 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.12 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following:

8.1 This Agreement consisting of 12 pages.

8.2 Exhibits to this Agreement identified as:

- a. The Project Manual (pages 1 to 646, inclusive);
- b. Contractor's Bid (page 00300-1- 300-19, inclusive);
- c. Permits (attached to project file when completed);
- d. Other: _____

8.3 Performance Bond and Payment Bond consisting of 3 pages (plus Power of Attorney Forms as applicable).

8.4 Notice of Award and Notice to Proceed.

8.5 General Conditions consisting of 72 pages.

8.6 Supplementary Conditions consisting of 6 pages.

8.7 Bid documents as listed in the table of contents of the Project Manual.

8.8 Project Specifications consisting of 332 pages.

8.9 Drawings not attached hereto but are listed in Specifications.

8.10 Addenda numbers 1 to 5, inclusive.

8.11 Contractor's additional Bid documents consisting of 38 pages.

8.12 Documentation submitted by Contractor prior to Notice of Award.

8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

8.14 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

8.15 Any other document attached hereto or incorporated herein by the Owner.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Governing Order of Contract Documents - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the contract.

1. Agreement
2. Addenda
3. Instructions to Bidders
4. Special Conditions
5. Supplementary Conditions
6. General Conditions
7. Technical Specifications
8. Details
9. City Standard Details
10. Drawings/Plans
11. Bid Form

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

ARTICLE 9. MISCELLANEOUS.

9.1 *Terms.* Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.2 *Assignment.* Unless expressly agreed to elsewhere in the Contract documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and assigns.* Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 *Public entity crimes.* 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 on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.6 *Inspector General.* In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable. The Parties agree to comply with s. 20.055(5). F.S. "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

9.7 *Waiver.* Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 *Waiver of jury trial.* TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

9.9 *Independent Contractor.* The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 *Access and audits.* The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.11 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.12 *Public Records Law.* Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

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

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 OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

9.13 *Enforcement costs.* If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

9.14 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

9.15 *Assignment of warranties.* Contractor shall assign to Owner all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to Owner.

9.16 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.17 *Construction defects.* PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.18 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.19 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as

recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of this Agreement, the Owner may immediately terminate this Agreement upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

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

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all CONTRACTORS (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 Contractors' newly hired employees;
- b. Secure an affidavit from all CONTRACTORS (providing services or receiving funding under this Agreement) stating that the CONTRACTOR does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all CONTRACTOR affidavits for the duration of this Agreement and provide the same to the City upon request;
- d. Comply fully, and ensure all CONTRACTORS comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the 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.

9.21 *Scrutinized Companies*. 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.

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

- d) 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.
- e) 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.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four parts. Two counterparts have been delivered to Owner, and one counterpart each to Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director



CONTRACTOR:

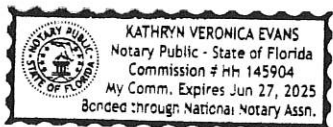
By: _____
Print Name: Leonardo Velosa
Title: President

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 9 day of October 2023, by Leonardo Velosa, as the President [title] of Powerserve Technologies, Inc. [vendor's name], a S-Corporation [corporate description], who is personally known to me or who has produced Driver's License as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:



AGREEMENT
00500-12



City of Lake Worth Beach
 Compliance Checklist & Bid Tab
IFB#23-121 Canal Distribution Substation Construction

	Hooper Construction	Powerserve Technologies, Inc.	The L.E. Myers Co.	DMR Construction Services, Inc.
Bid Price :	\$4,999,989.10	\$4,115,908.31	\$5,686,357.73	\$8,105,295.00
Preference Amount:				
Total for Evaluation:				
BID FORM 00300-1 thru 00300-4	submitted	submitted	submitted	submitted
UNIT PRICE SCHEDULE 00300-5 thru 00300-10	submitted	submitted	submitted	submitted
TRENCH SAFETY AFFIDAVIT 00300-11	submitted	submitted	submitted	submitted
SCHEDULE OF MAJOR SUBCONTRACTORS 0300-12	submitted	submitted	submitted	submitted
I.3 PROPOSAL DATA FOR SUBSTATION CONSTRUCTION FOR THE CANAL DISTRIBUTION SUBSTATION 00300-13 thru 00300-14	submitted	submitted	submitted	submitted
SCHEDULE OF MAJOR EQUIPMENT & MATERIALS 00300-15	submitted	submitted	submitted	submitted
PUBLIC ENTITY CRIMES STATEMENT 00300-16 thru 00300-17	submitted	submitted	submitted	submitted
CERTIFICATION OF DRUG FREE WORK PLACE 00300-18	submitted	submitted	submitted	submitted
VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS ENTERPRISE AND LOCAL BUSINESS PREFERENCE FORM 00300-19	not submitted	submitted - N/A	submitted - N/A	submitted - N/A
BIDDER'S QUALIFICATION QUESTIONAIRE 00310-1 thru 00310-6	submitted	submitted	submitted	submitted
Appendix 1 - Contractor's safety form	submitted	submitted	submitted	submitted
Campaign Contribution Statement 00850-1	not submitted	submitted	submitted	submitted
Scrutinized Companies Certification Form 00851-1	not submitted	submitted	submitted	submitted
BID BOND	submitted	submitted	submitted	submitted
Compliance :	<i>COMPLIANT</i>	<i>COMPLIANT</i>	<i>COMPLIANT</i>	<i>COMPLIANT</i>



City of Lake Worth Beach
Bid Tabulation

IFB#23-121 CANAL DISTRIBUTION SUBSTATION CONSTRUCTION

Unit Price Description	Hooper Corporation			Powerserve Technologies, Inc.			The L.E. Myers Co.			DMR Construction Services, Inc.		
	Material Cost	Labor/Equip/Install	Total Cost	Material Cost	Labor/Equip/Install	Total Cost	Material Cost	Labor/Equip/Install	Total Cost	Material Cost	Labor/Equip/Install	Total Cost
1.1 LUMP SUM PRICE FOR SUBSTATION CONSTRUCTION FOR THE CANAL DISTRIBUTION SUBSTATION:	\$4,999,989.10			\$4,115,908.31			\$5,686,357.73			\$8,105,295.00		
I.1.1 SUBSTATION CONSTRUCTION MAJOR ITEM COST BREAKDOWN:												
Canal Distribution Substation Construction:												
Mobilization Cost		\$10,500.00	\$10,500.00		\$25,000.00	\$25,000.00	\$0.00	\$87,611.77	\$87,611.77	\$6,746.46	\$1,447,170.54	\$1,453,917.00
Demobilization Cost		\$10,500.00	\$10,500.00		\$25,000.00	\$25,000.00	\$0.00	\$58,002.32	\$58,002.32	\$0.00	\$157,566.00	\$157,566.00
Payment and Performance Bond Cost			\$27,382.88		\$70,000.00	\$70,000.00	\$46,932.88	\$0.00	\$46,932.88	\$0.00	\$61,056.00	\$61,056.00
Insurance Cost			\$12,300.00		\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$171,500.00	\$171,500.00
Sitework:												
Perimeter wall and fence installation	\$100,000.00	\$786,371.37	\$886,371.37	\$270,514.29	\$330,628.57	\$601,142.86	\$122,498.88	\$285,830.72	\$408,329.60	\$197,493.08	\$364,503.92	\$561,997.00
Access driveway installation	\$18,500.00	\$14,500.00	\$33,000.00	\$17,280.00	\$21,120.00	\$38,400.00	\$9,907.50	\$23,117.50	\$33,025.00	\$12,785.75	\$31,531.25	\$44,317.00
Security wall and entrance gates installation	\$80,000.00	\$209,264.83	\$289,264.83	\$124,692.48	\$152,401.92	\$277,094.40	\$97,159.08	\$226,704.24	\$323,863.32	\$0.00	\$356,749.00	\$356,749.00
Landscaping installation	\$110,000.00	\$148,245.17	\$258,245.17	\$174,537.68	\$213,323.83	\$387,861.51	\$320,036.31	\$213,357.54	\$533,393.85	\$0.00	\$271,400.00	\$271,400.00
Switchyard crushed rock surfacing installation	\$155,690.00	\$25,503.60	\$181,193.60	\$28,800.00	\$11,314.29	\$40,114.29	\$32,434.81	\$60,236.07	\$92,670.88	\$53,522.34	\$32,562.66	\$86,085.00
Foundations:												
Drilled pier foundation installation	\$260,000.00	\$291,486.25	\$551,486.25	\$217,275.37	\$265,558.78	\$482,834.15	\$215,011.83	\$322,517.74	\$537,529.57	\$0.00	\$651,627.00	\$651,627.00
138/27kV Transformer foundation and grating installation	\$158,180.00	\$89,966.50	\$248,146.50	\$168,685.31	\$66,000.00	\$234,685.31	\$172,315.52	\$258,473.29	\$430,788.81	\$24,094.51	\$177,591.49	\$201,686.00
Slab on grade equipment foundation installation	\$129,184.00	\$150,431.00	\$279,615.00	\$106,971.43	\$130,742.86	\$237,714.29	\$204,285.99	\$306,428.98	\$510,714.97	\$217,936.06	\$110,732.94	\$328,669.00
Switchyard:												
Distribution duct banks A-A, B-B & C-C installation	\$70,000.00	\$117,839.05	\$187,839.05	\$115,804.20	\$34,285.71	\$150,089.91	\$73,291.58	\$219,874.75	\$293,166.33	\$114,052.58	\$208,263.42	\$322,316.00
Cable trench installation	\$6,500.00	\$60,239.19	\$66,739.19		\$18,285.71	\$18,285.71	\$6,713.68	\$38,044.17	\$44,757.85	\$11,876.18	\$91,741.82	\$103,618.00
Control / Low voltage power conduit and riser installation	\$25,000.00	\$66,550.75	\$91,550.75	\$40,678.32	\$37,782.86	\$78,461.18	\$46,435.04	\$139,305.11	\$185,740.15	\$83,891.07	\$175,575.93	\$259,467.00
Grounding grid/grounding connections to equipment/structure install	\$15,000.00	\$63,250.77	\$78,250.77	\$48,201.40	\$61,714.29	\$109,915.69	\$67,762.38	\$203,287.13	\$271,049.51	\$49,117.87	\$230,413.13	\$279,531.00
Area lighting installation	\$5,500.00	\$21,279.11	\$26,779.11		\$23,785.34	\$23,785.34	\$810.66	\$7,295.95	\$8,106.61	\$29,085.69	\$14,222.31	\$43,308.00
AC auxiliary power equipment installation	\$5,000.00	\$2,904.62	\$7,904.62		\$3,459.69	\$3,459.69	\$0.00	\$1,667.74	\$1,667.74	\$0.00	\$12,112.00	\$12,112.00
Steel structure installation	\$8,500.00	\$96,386.84	\$104,886.84		\$47,786.92	\$47,786.92	\$0.00	\$90,194.43	\$90,194.43	\$75,850.73	\$411,796.27	\$487,647.00
Power Equipment and materials installation	\$2,000.00	\$400,122.64	\$402,122.64	\$16,157.00	\$387,561.04	\$403,718.04	\$2,652.00	\$262,548.36	\$265,200.36	\$0.00	\$406,239.00	\$406,239.00
Bus fittings, connectors, and jumper conductor installation	\$80,000.00	\$153,468.34	\$233,468.34	\$50,349.65	\$23,979.95	\$74,329.60	\$86,643.73	\$259,931.20	\$346,574.93	\$95,749.18	\$202,301.82	\$298,051.00
Control / low voltage power cable pulling and termination	\$60,000.00	\$131,265.76	\$191,265.76	\$87,320.28	\$164,086.44	\$251,406.72	\$150,792.07	\$184,301.42	\$335,093.49	\$107,190.46	\$177,985.54	\$285,176.00
Checkout and testing services		\$373,805.61	\$373,805.61	\$1,010.00	\$191,612.00	\$192,622.00	\$0.00	\$274,525.61	\$274,525.61	\$0.00	\$350,047.00	\$350,047.00
Demolition of existing Distribution Station	\$10,000.00	\$219,711.26	\$229,711.26		\$112,200.70	\$112,200.70	\$36,890.13	\$270,527.62	\$307,417.75	\$0.00	\$528,714.00	\$528,714.00
Miscellaneous	\$3,000.00	\$14,659.56	\$17,659.56			\$0.00	\$0.00	\$0.00	\$0.00	\$120,472.56	\$62,027.44	\$182,500.00
City's Allowance (authorized only by City's approved Field Order or Work Change Directive)			\$200,000.00			\$200,000.00			\$200,000.00			\$200,000.00
Grand Total Canal Distribution Substation Construction:			\$4,999,989.10			\$4,115,908.31			\$5,686,357.73			\$8,105,295.00

I.2 UNIT ADJUSTMENT PRICES FOR SUBSTATION CONSTRUCTION FOR THE CANAL DISTRIBUTION SUBSTATION:				
Substation Construction Unit Adjustment Prices	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)
Earthwork, per cubic yard:				
Excavation		\$13.00	\$6.00	\$30.00
Compacted earth backfill		\$8.00	\$4.00	\$60.00
Compacted sand backfill	\$36.50	\$8.00	\$16.85	\$60.00
Compacted crushed rock backfill	\$35.00	\$8.00	\$22.85	\$65.00
Duct bank/drainage piping trenching, per cubic yard:	\$42.00			\$35.00
Hand excavation duct bank/drainage piping depths less than 5'	\$34.75	\$30.00	\$15.00	\$100.00
Machine excavation duct bank/drainage piping depths less than 5'	\$10.25	\$7.00	\$3.54	\$35.00
Machine excavation duct bank/drainage piping depths greater than 5'	\$13.33	\$11.00	\$5.50	\$70.00
Dewatering equipment, per linear foot:	\$25.00	\$6.00	\$40.31	\$100.00
Switchyard crushed rock surfacing, per cubic yard:	\$35.00			\$50.00
Excavation and removal	\$18.50	\$50.00	\$20.52	\$70.00
Installed and compacted crushed rock switchyard surfacing	\$35.00	\$190.00	\$60.84	\$50.00
Asphaltic access driveway installation, per cubic yard:				\$400.00
Compacted base course		\$15.00	\$13.45	\$400.00
Asphalt pavement		\$22.00	\$12.56	\$430.00
Precast concrete 10' high drop-in security wall, per linear foot:		\$280.00	\$307.25	\$350.00
Decorative aluminum gate, 20' wide, installed assembly complete with all accessories, each	\$20,000.00	\$35,000.00	\$24,200.00	\$30,000.00
Decorative aluminum gate, 3' wide, installed assembly complete with all accessories, each	\$4,200.00	\$4,000.00	\$6,050.00	\$3,500.00
Foundation concrete, per cubic yard:	\$160.00			\$1,000.00
Large foundations, greater than 3 cubic yards, including reinforcing and formwork	\$1,385.00	\$3,300.00	\$1,800.00	\$1,200.00
Small foundations, less than 3 cubic yards, including reinforcing and formwork	\$1,050.00	\$3,300.00	\$1,800.00	\$1,200.00
Drilled pier foundations, including excavation, reinforcing, and formwork	\$1,485.00	\$3,300.00	\$1,400.00	\$2,000.00
Concrete masonry block, per square foot:	\$62.00			
8"x12"x16" block units for North and South Site Perimeter Walls	\$496.00	\$52.00	N/A	\$28.00
Steel roof joists, per pound:	\$1.35 per lb.	\$4.50	N/A	\$8.00
Paint furnished and installed for masonry walls and perimeter walls, per square foot:	\$2.95 (front & back)	\$2.50	\$33.38	\$2.50
Field drill holes in structural steel 3/4" to 1" diameter, per hole	\$55.00	\$32.00 (material not included)	\$42.15	\$50.00
Lighting fixture, including fittings and supports, each:				
Outdoor lighting fixture	\$2,460.00	\$200.00	\$736.96	\$1,024.00 (Labor Only)
Transformer oil containment pit sump pump with smart oil detection cutoff switch, each	\$127,620.00	\$20,000.00	\$6,684.35	\$9,500.00
Distribution duct bank, including earthwork and fluidized concrete backfill, top of duct bank at 3' depth, per linear foot:				
Eight 8" PVC ducts	\$320.00	\$540.00	\$122.15	\$450.00
Two 8" PVC ducts	\$345.00	\$240.00	\$162.87	\$152.00
Switchyard cable trench, 10' section 30" wide, including earthwork, geotextile liner, and cover, per linear foot:	\$400.00	\$190.00	\$218.33	
Above grade conduit, including fittings and supports, per linear foot:				
PVC, 1" diameter	\$6.14	\$6.00	\$1.18	\$21.00
PVC, 2" diameter	\$7.82	\$6.00	\$2.52	\$21.00
PVC, 3" diameter	\$12.93	\$8.00	\$4.94	\$21.50
PVC, 4" diameter	\$16.02	\$10.00	\$8.76	\$29.00
PVC, 8" diameter	\$58.00	\$20.00	\$18.62	\$58.00
Direct buried PVC conduit, including fittings and excavation and backfill, depth less than 3', per linear foot:				

	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)	Unit Cost (\$)
1" diameter PVC conduit	\$17.05	\$7.00	\$2.13	\$21.00
2" diameter PVC conduit	\$12.73	\$7.00	\$3.78	\$23.00
3" diameter PVC conduit	\$17.84	\$9.00	\$5.92	\$24.30
4" diameter PVC conduit	\$20.93	\$11.00	\$10.34	\$37.50
8" diameter PVC conduit	\$62.91	\$21.00	\$24.87	\$70.30
Switchyard grounding grid conductor, per 100 linear feet				
145.7 kCMIL copperclad	\$1.20	\$300.00	\$33.64	\$1,025.00 (Labor Only)
248 kCMIL copperclad	\$1.23	\$400.00	\$33.64	\$1,025.00 (Labor Only)
Ground rod, 3/4" x 20' long, installed, each	\$180.00	\$70.00	\$115.00	\$274.00 (Labor Only)
Switchyard grounding grid connection fittings, each	\$30.00			
Ground rod to Ground rod exothermic connection	\$35.00	\$50.00 (mold included)	\$32.00	\$131.00 (Labor Only)
Ground rod to 248 kCMIL grounding conductor exothermic connection	\$34.00	\$50.00	\$32.00	\$131.00 (Labor Only)
248 kCMIL grounding conductor to 248 kCMIL grounding conductor exothermic connection	\$34.00	\$50.00	\$32.00	\$131.00 (Labor Only)
248 kCMIL grounding conductor to 145.7 kCMIL grounding conductor exothermic connection	\$34.00	\$50.00	\$32.00	\$131.00 (Labor Only)
Switchyard lighting fixtures, installed, each				
Wall mounted area lighting fixture, including conduit and meter box installation	\$1,925.00	\$400.00	\$736.96	\$1,475.00 (Labor Only)
Steel Structure mounted lighting fixture, including conduit installation	\$2,460.00	\$500.00	\$736.96	\$1,475.00 (Labor Only)
Control cable pull through switchyard raceway, 7/C #10 shielded 600V cable, per 100 linear feet	\$250.00	\$250.00	\$7.84	\$370.00 (Labor Only)
Control cable equipment termination, 7/C #10 shielded 600V cable, all conductors terminated both ends, each cable	\$336.00	\$70.00	\$11.88	\$33.40 (Labor Only)
Comments:	corrected bid	corrected bid	corrected bid	

STAFF REPORT REGULAR MEETING

AGENDA DATE: October 30, 2023

DEPARTMENT: Electric Utility

TITLE:

Task Order No. 2 with RCM Technologies (USA) Inc., for Engineering Services to design the first of two (2) new 26kV feeder circuits from the Main Yard to the new 6th Ave South substation

SUMMARY:

Task Order No. 2 authorizes RCM Technologies (USA) Inc. to complete the engineering design for a new 26kV feeder circuit in the amount not to exceed \$157,370. This is one of two (2) new feeders (to be designated as 4A3S03 and 4A3S04) from Main Yard to the new 6th Ave South substation. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020 and May 2022.

BACKGROUND AND JUSTIFICATION:

The City previously issued a Request for Qualifications (RFQ 23-300) to provide letters of interest and Professional Qualifications from consulting companies/firms for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, energy management and engineering services. RCM Technologies (USA) Inc., was one of three firms selected under the Energy Management category for the Continuing Contracts for Professional Services. RCM Technologies (USA) Inc. responded to the August 9, 2023 RFP.

The purpose of this new feeder is to provide the new 6th Ave., South substation with additional capacity. RCM Technologies (USA) Inc has been tasked to provide engineering design for the new feeder circuit. The design team will prepare all drawings, pole loading analysis, pole and underground bore locations, pole framing standards, materials lists and construction sequencing as part of this Task Order. RCM Technologies (USA) Inc will also assist with Right of Way acquisition for construction, prepare permitting drawings and provide engineering support through the construction phase. The design phase is estimated to be completed in 8 months at a cost not to exceed \$157,370.

MOTION:

Move to approve/disapprove Task Order No. 2 with RCM Technologies (USA) Inc to complete engineering design for the New Main Yard feeder circuit 4A3S04 at a cost not to exceed \$157,370.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order No. 2

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	\$157,370	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric Utility
Division	T & D
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	SH2223
Requested Funds	\$157,370
Remaining Balance	
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	

TASK ORDER No. 02

**CONTINUING PROFESSIONAL SERVICES
(Energy Management & Engineering Services)**

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order”) is made on the day of _____, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **RCM Technologies (USA), Inc.**, a Florida CORPORATION (“CONSULTANT”).

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated August 30, 2023 and services are generally described as: Engineering Design for Overhead & Underground Feeder - CIRCUIT 4A3S03 Hardening & Voltage Conversion (the “Project”).

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach Engineering services with Project as specified in the **CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit “1”**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within 270 calendar days from the City’s approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of 157,370.00. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is Sean Sulduz, phone (423-876-5264); email: sean.sulduz@rcmt.com; and, the Project Manager for the City is Jean St Simon, phone: 561-586-1699; email: jssimon@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Energy Management & Engineering Services) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated March 28, 2023 (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
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: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: RCM TECHNOLOGIES (USA), INC.

By: J. S. Subduz Sean Subduz

[Corporate Seal]

STATE OF Florida
COUNTY OF Brevard

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 9 day of September, 2023, by RCM Technologies, Inc., a Florida Corporation, who is personally known to me or who has produced Driver License as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Alexander Wright
Notary Public Signature

Notary Seal:

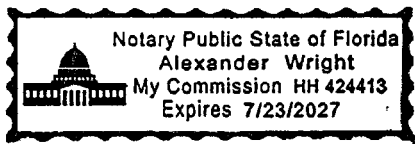


Exhibit "1"

(Consultant's Proposal)



Lendio Palm Beach, 2000 PGA Boulevard Suite 4440,
Palm Beach Gardens, FL 33408
Tel. (517) 414-5536
www.rcmengineeringgroup.com

Jean St. Simon
City of Lake Worth Beach Utility

Wednesday, August 30, 2023
Quotation C-CPM-23003096a

**RCM Offer to City of Lake Worth Beach Utility
Engineering Services**

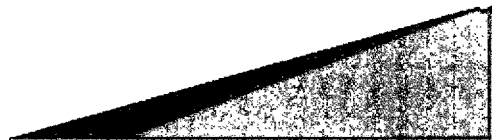
Dear Mr. Simon,

RCM Technologies (USA) Inc. (RCM) is pleased to submit this proposal to the City of Lake Worth Beach Utility to provide engineering services as requested in the e-mail titled "Request for Proposals" on August 9, 2023. RCM provides high quality work deliverables by focusing on understanding the unique aspects of each project. We can offer the City of Lake Worth Beach Utility experienced local employees, a dedicated team during design and construction of your projects, and strong engineering and management leadership. RCM has many repeat clients including utilities, and we are dedicated to meeting project demands on time and on budget through strong collaboration and communication.

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1 RCM Technologies (USA) Inc., Proprietary and Confidential, 2023



1. PROJECT DESCRIPTION

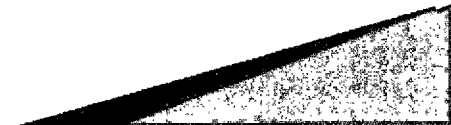
RCM will provide engineering services for the following elements:

- This engineering design estimate aims to strengthen the existing distribution line in the city of Lake Worth Beach. The estimation will be based on a hypothetical worst-case scenario, assuming that a significant number of line poles in Lake Worth Beach circuit 4A3S03 may need to be replaced or require some form of work and on the installation of a new underground feeder run as follows:
 - CIRCUIT 4A3S03 – Hardening
- Five (5) transmission underbuild structures.
 - One-hundred and fifty (150) distribution poles will need to be replaced or/ and will need to be evaluated to determine impact and work required.
 - 1000 feet of new underground feeder run installation.
- Provide seamless coordination with the city of Lake of Worth Beach (CLWB) regarding distribution lines as required. This involves establishing effective communication channels and providing necessary support for CLWB distribution line operations.
- Provide a fully completed construction package, ensuring all necessary documentation and materials are included for a seamless construction process.
- Provide precise as-built drawing upon the completion of construction, ensuring an accurate representation of the final project configuration.
- All 3-phase laterals will be upgraded with 336 AAC wire and tie to the nearest feeder using 900A disconnect switches.
- All single-phase laterals will be upgraded with a minimum 4/0 bare aluminum wire.

2. RCM'S EXECUTION PLAN

In this section, we are pleased to present our customized work plan specifically tailored to meet the unique requirements of your project as follow:

- Review and collaborate the scope of work with CLWB engineering team to ensure addressing all aspects and challenges of the project.
- A "Design to Build" approach to make sure RCM engineering design will be encompass all design and material procurement requirements.
- Focus on site visit by local employees, data validation, collaboration with CLWB engineering to optimize the design and propose earned value solutions.
- Work closely with CLWB Design and Procurement Team to address concerns ahead of time, stay proactive to avoid costly delays during construction.
- Stay "stand By" by local employees to provide time responds to Construction contractors to avoid down times during construction.



3. PROJECT MANAGEMENT

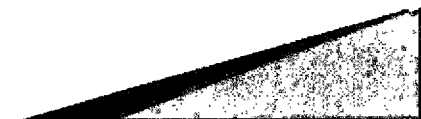
3.1 LIST OF DELIVERABLES – ENGINEERING SERVICES

PACKAGE	CONTENTS
DISTRIBUTION LINE DESIGN	
Issued For Review (60%) - Distribution Line Design	<ul style="list-style-type: none"> • Pole Foreman Model • Structural Analysis • Construction Drawings • Overhead Construction Update • QA/QC documentation
Issued For Approval (90%) - Distribution Line Design	<ul style="list-style-type: none"> • Final Pole Foreman Model • Final Structural Analysis • Final Plan and Profile Drawings • Permit Drawings • Complete Construction Package for Review • QA/QC documentation
Issued For Construction – Distribution Line Design	<ul style="list-style-type: none"> • Complete Construction Package for Transmittal • QA/QC documentation
As-Built Review – Distribution Line Design	<ul style="list-style-type: none"> • As-Built Pole Foreman Model • Field Markups • Complete As-Built Package
As-Built Issue – Distribution Line Design	<ul style="list-style-type: none"> • As-Built Pole Foreman Model (w/ required revisions) • Complete As-Built Package for Transmittal (w/ required revisions)

3.2 PROJECT SUPERVISION AND CONTROL

Deliverables:

3 RCM Technologies (USA) Inc., Proprietary and Confidential, 2023



- **Supervision Management**

Communicate, supervise and coordinate all project participants to ensure the successful completion of tasks and activities as defined in the approved scope of work. Establish and maintain a project schedule specifically for engineering-related tasks in collaboration with CLWB. Ensure that the project stays on track, it is necessary to monitor the progress and completion of deliverables in relation to the established schedule. Any deviations or variances in the scope should be documented and brought to the attention of CLWB for review.

In order to keep CLWB informed about the project's status, a monthly status report will be prepared and attached to the monthly invoice. This report will provide a summary of the current status of deliverables, schedules, and costs. It will also include a concise overview of the work completed in the previous billing period, as well as an outline of the work expected to be performed in the upcoming billing period.

Furthermore, RCM will address any problems, risks, trends, or delays that may arise during the project. These challenges should be highlighted in the monthly status report, along with the action being taken to mitigate them and bring the project back on schedule or within budget.

By improving communication, supervising project participants, coordinating tasks, and effectively documenting project progress, this role will contribute to the successful execution of the project and ensure that CLWB remains well-informed throughout the process.

The main objective is to direct and coordinate RCM's project team, with a particular focus on enhancing their performance in the following areas:

- The primary goal is to ensure that the project team adheres to CLWB's established procedures and standards for compliance.
- Ensuring compliance with the project procedures and design criteria is of utmost importance.
- It is essential to prioritize adherence to the budget, scope, and schedule for the project.
- Maintaining strict adherence to RCM's quality control and quality assurance procedures is crucial.

Assumptions:

- The budget should account for the attendance of project team members in one-hour biweekly conference calls throughout the project's duration.
- The project is expected to have a duration of approximately 18 months, starting from design phase and extending to post construction activities.

3.3 BASIS FOR PROJECT REPORTING

RCM has provided Project Management expertise to our clients for over 35 years using a proven combination of industry experience and PMI based training and procedures. RCM's Project Managers work closely with the Project Controls team and the execution team to strategically create and execute a project plan that ensures



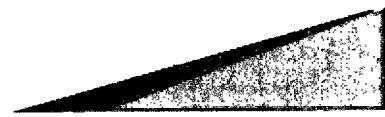
client expectations of scope, schedule and cost. Over the years, RCM has developed a portfolio of capabilities that offers a breadth of experience and resources to meet our customer's needs. We help our clients succeed by harnessing the complete resources of our Company, using a Total Quality Management approach to delivering services, flexibility and innovation in responding to our clients' needs, individual and organizational integrity, and personal care and attention to our clients' solution requirements.

Total Quality Management Approach:

- **Project Managers:** RCM Project Managers and Project Leaders seek to thoroughly understand client and regulatory requirements and processes and have strong experience in Generation and T&D projects and understand what it takes to drive performance in demanding circumstances.
- **Stakeholder Management:** RCM Project Managers engage stakeholders early and consistently to ensure the client remains informed and apprised of project performance and are immediately engaged where any decision making, or risks are identified.
- **Communication Management:** RCM Project Managers apply proven methodology to ensure that project information is disseminated amongst all project stakeholders and captures and documents key information to ensure quality execution.
- **Cost Management:** RCM will apply proven cost management practices gained through experience with large capital projects. Cost Engineering and Project Management Institute guidelines will be used, and improvements based on Lessons Learned from our work on similar size and complexity projects.
- **Schedule Management:** To ensure that client milestones are achieved, and management and monitoring of the interfaces between stakeholders, RCM will implement an integrated schedule which will utilize the recommended Work Breakdown Structure. RCM will use the "Collaborative Approach" that has been used successfully on reviewing engineering design plans with clients in the past.
- **Earned Value:** RCM will use an earned value management system compliant with ANSI standards and industry best practices to measure and report on project progress. Metrics based on physical completion of deliverables will be used.
- **Trends and variances** from the base plan will be identified in time, so that corrective actions can be implemented and to ensure the project is completed on time and on budget. Cost and Schedule performance indicators will be used.
- RCM works with the client to understand the key performance metrics for a project and defines reporting requirements based on measuring and monitoring what matters to ensuring the success of the project for both the client and RCM performance.

Scheduling:

- RCM has capability and resources to provide Level 3 Integrated Project Schedule (IPS), utilizing P6 v21, utilizing the Client's standard WBS formatting and is ready for integration into the Client's P6 environment if requested. This IPS will include a comprehensive representation of required tasks from Award to In Service dates that when followed will assure a successful project for all stakeholders. The IPS will include all design, procurement, submittal, lead time, delivery, installation, testing and commissioning and outage schedules required to complete the project.



- All activities are organized and represented in a WBS structure and identified by meaningful descriptors respective of their project scope numbers. This schedule will be developed with logical relationships and loaded with the necessary resources to establish a critical path based both in the required sequencing of events and the available manpower, equipment, and material. RCM will utilize this schedule to coordinate daily activities, prepare for upcoming tasks, and produce overall forecasts and analyses of the project performance based on the Cost and Schedule Performance Indexes.

The RCM Project Scheduler will coordinate and maintain the overall project schedule and produce regular status reports as indicated below:

Biweekly Progress Submittals

- Level 3 – Three Week Look-Ahead
- Logic Change Reports (If Applicable)
- Schedule Actions Item List

Monthly Progress Submittals

- Executive Summary
- Milestone Schedule Summary
- Written Assessment of Schedule Performance
- Financial Assessment including Cost to Complete & Estimate at Completion (If Applicable)
- Schedule Action Items
- Changes to the Critical Path and Handoff Activates (If Applicable)

The Design process will continue independently alongside the permitting process with underground and above ground engineering through acceptance by CLWB. While the applications are under review the design teams will begin the submittal process associated with the material and equipment procurement so that when the design is accepted by the CLWB we can immediately release the BOMs to CLWB for procurement.

3.4 PROJECT SCHEDULE

Event	Complete
Project Award	November / 2023
Issued For Review (IFR)	January / 2024
Issued For Approval (IFA)	February / 2024
Issued For Construction (IFC)	April / 2024
Record Drawings	15 working days after site markups

As-Built Drawings

10 working days after review
comments

4 PROJECT ENGINEERING

Objectives:

- The objective is to identify, define, and obtain approval from the City of Lake Worth Beach for the necessary parameters to proceed with line design for the project.

4.1 DESIGN CRITERIA

Responsibility: RCM

Deliverables:

- Design Criteria
- Review the information from the project initiation meeting and data acquisition. Compile and issue the project conceptual for City of Lake Worth Beach review, revision, and approval. Summarize the proposed final design procedures and criteria including the proposed applicable design standards.
- Ensure that the scope and content of the design Criteria, as approved by City of Lake Worth Beach, serves as the basis for the detailed design engineering. Maintain and update the Design Criteria, during the life of the project.

Assumptions:

- RCM will incorporate City of Lake Worth Beach's standards.

4.2 DISTRIBUTION LINE DESIGN

Objectives:

- RCM to determine the locations of poles using accurate coordinate collector device (IkeGPS camera) and the appropriate pole class.
- Record accurate pole height, conductor attachment, equipment attachment and service drops using accurate device (IkeGPS camera).
- Create a detailed design plan that outlines the specification and requirements for the poles and conductors, as well as documenting all relevant information for future reference.



- Prepare construction drawings.
- The project is expected to last approximately 6 months, starting from the design stage on November 2023, and concluding with engineering activities on April 2023.

4.3 SITE VISIT

Responsibility: RCM/City of Lake Worth Beach

- To conduct a thorough visual inspection of the overhead electric network, including poles, conductors, insulators, transformers, and any associated equipment. Ensure the safety and integrity of the overhead electric network. Identify any potential issues, assess the condition of the network.

4.4 PRE-DESIGN

Responsibility: RCM/City of Lake Worth Beach

Deliverables:

- Collect, review and validate all design input to ensure accuracy of design.
- Ensure that the proposed power distribution line project meets the desired performance criteria and is cost-effective.

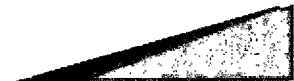
RCM will use ArcGIS platform to obtain network data from the City of Lake Worth's GIS. This will contribute to increased transparency in their operations.

4.5 POLEFOREMAN SOFTWARE, IKEGPS SOFTWARE

Responsibility: RCM

Deliverables:

- Pole Foreman software will be used to model distribution poles to conduct structural analyses to assess their compliance with design criteria. Based on this evaluation, it determines whether the poles pass or fail.
- RCM to design structures to the loading conditions identified in the Design Criteria.
- Replace failed poles ensure compliance with CLWB requirements.
- IKEGPS software will be used to obtained pole data efficiently and accurately.



Assumptions:

- Pole Foreman will be implemented across distribution poles.
- Client will provide specifications of system materials, disconnects, and pole information.
- Client will provide specifications and preferred vendors for material as needed to complete project.

4.6 DESIGN

Responsibility: RCM

Deliverables:

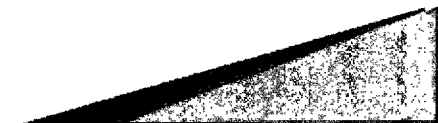
- Pole Class, Pole Height, Equipment Size, Distribution Line Design, and Specification.
- Design structures to meet the identified loading conditions as per the design criteria, while adhering to the standards set by the city of Lake Worth Beach. Utilize the Pole Foreman results to assist in the design process.
- Determine and select the appropriate location and size for each required component, such as guy, anchors, insulators cap banks etc., in accordance with relevant codes and design constraints.

The design process will focus on circuit hardening and will include the following components:

- A thorough structural analysis will be conducted on all poles, and any poles found to be failing will be promptly replaced.
- Any damaged poles, insulators, braces, or other components will be identified and promptly replaced to ensure optimal functionality and safety.
- To meet the required standards, any insulators that do not conform to the specified standards will be replaced with 45kV polymer insulators.
- The existing transformers will be replaced with 26kV transformers to enhance the efficiency and performance of the system.
- The overhead equipment will be replaced in accordance with the guidelines set by the City of Lake Worth Beach to ensure optimal performance and adherence to standards.
- The lightning protection and grounding systems will be updated to align with the latest standards and ensure optimal safety measures are in place.
- 1,000 feet underground feeder run based on the route provided by CLWB.
- Design of underground riser facilities based on CLWB standards.

Assumptions:

- The City of Lake Worth Beach will provide will furnish all available as-built information regarding the existing underground facilities.
- The City of Lake Worth Beach will provide the appropriate conductor size for the project.
- The budget for the project is estimated based on 155 poles.



- CLWB will provide distribution overhead and underground standards.

4.7 TRANSFORMER SIZING AND DESIGN

Responsibility: RCM/The City of Lake Worth Beach

Deliverables:

- Pole mount Transformer Size, Design, and Specification
- Pad mount Transformer Size, Design, and Specification

To determine the suitable size, voltage, and locations for the transformers, a comprehensive evaluation of the design criteria and relevant details will be conducted. Factors such as the type of building (commercial, office, residence, etc.) and the location of the primary feed will be considered. The replacement and sizing of transformers will be based on the square footage or load analysis provided by the City of Lake Worth Beach. Engineering calculations related to transformer sizing will be performed, and preliminary drawings will be prepared to document the design process.

Assumptions:

- RCM will replace all 4kV existing TX with 26kV equivalent KVA size.
- The approved transformers and standard design specified by the city of Lake Worth Beach will be utilized to determine the appropriate sizing and placement.

4.8 MATERIAL

Objectives:

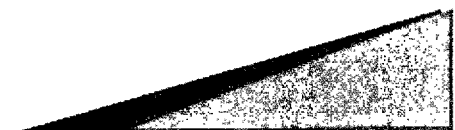
- Provide itemized, accurate list material to avoid discrepancies in order procure accurate material for project on time and cost effectively.

Responsibility: RCM/City of Lake Worth Beach

Deliverables:

- A comprehensive and itemized list of all required materials will be developed to ensure a smooth and efficient procurement process, on time ordering long lead time material.
- The location of the material list will be clearly specified to ensure easy access and efficient management during the procurement phase.

Assumptions:



- The City of Lake Worth Beach will provide their most up to date master material list.
- The City of Lake Worth Beach assumes the responsibility of vendor selection and material procurement for the project.
- Lake Worth Beach will be responsible for selecting a vendor and part number if any required materials are not included in the City of Lake Worth Beach master list.
- The City of Lake Worth Beach will handle the procurement process by providing commercial conditions, soliciting bids, and awarding contracts for the required materials.
- RCM will provide all support as needed to ensure accurate and on time procurement.

4.9 CONSTRUCTION DRAWINGS

Responsibility: RCM

Objectives:

- During the construction phase of the project, all necessary drawings will be generated to ensure smooth and efficient execution.

4.10 PLAN DRAWINGS

Responsibility: RCM

Deliverables:

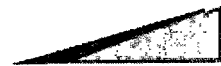
- Plan Drawings

Prepare final Plan Drawings at one inch equal to fifty feet (1" = 50') unless otherwise specified by The City of Lake Worth Beach. Profile drawings will only be created in critical areas. Depict information required for bidding, construction, and recording of the line including the following as applicable:

- Crossings
- Cable Phasing
- Right of Way Boundaries
- Termination Structures

5 PERMITS

Objectives:



RCM will develop and present to the Owner a detailed Permitting Plan within 30 days of Contract award outlining the highway, road, railroad, and river crossing permits needed for this Project along with roles and responsibilities for review and approval by the Owner. As part of this Plan, a detailed schedule will be developed, including the number and type of permits needed.

- The project will involve identifying any other agencies or utilities that may be impacted by the proposed plan.
- The necessary permits for the project will be obtained, and permit drawings will be created to ensure compliance with all regulatory requirements.

Non-Environmental Permits

RCM shall be responsible for obtaining non-environmental permits from appropriate agencies, including but not limited to the following:

- None anticipated at this time.

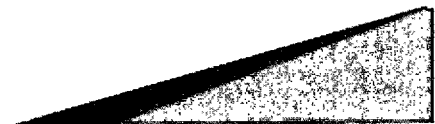
RCM will provide all necessary engineering documents and drawings to support the permitting process.

- a) Creating all associated crossing drawings.
- b) Incorporating transmission communication cables, e.g., ADSS cables and distribution attachments into the crossing drawing, if applicable.

All approved permits shall be submitted to the Owner.

1. Road Crossings. The ROW Subcontractor shall obtain all necessary permits for constructing a facility within state, county, and township road property and ROW, such as a road crossing or longitudinal use of the property or ROW where the conductor might overhang the property or ROW. The Subcontractor's responsibilities include, but are not limited to:

- a) Preparing each state, county, or township road crossing permit application.
- b) Meeting the required clearances and all applicable state/local codes above and beyond the Owner's required clearances.
- c) RCM will provide all necessary engineering documents and drawings to support the ROW Subcontractor in this process. RCM's responsibilities include, but are not limited to:
 - d) Creating all associated drawings.
 - e) Incorporating transmission communication cables, e.g., ADSS cables and distribution attachments into the crossing drawing, if applicable.
 - f) Meeting each agency's required clearances and all applicable state/local codes above and beyond the Owner's required clearances.
 - g) Communicating directly with the agency as necessary.
 - h) Providing traffic controls and protection during installation.
 - i) Submitting insurance surety deposit and/or permit application fees.



Approved permits shall be submitted to the Owner. Additionally, the RCM will ensure compliance with all road crossing agreement requirements, including the repair of road property or ROW upon completion of construction, reimbursement of costs incurred by the road agency for necessary maintenance and/or supervision resulting from the installation, and all other requirements of the agreements.

2. Temporary Road and Road Entrance Permits. RCM will obtain all necessary temporary road, road entrance, and road use and maintenance permits for constructing a facility within state, county, and township road property, such as a road crossing and Temporary Road Entrances.

3. Road Use Agreements. RCM will prepare and file all necessary documentation associate with road use agreements and applications. Responsibilities include but are not limited to:

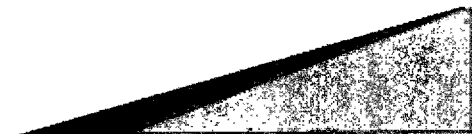
- a) Developing haul route maps to use as the basis for discussion with road agencies.
- b) Providing specifications for typical equipment to be used during construction including but not limited to, drill rigs, cranes, and truck information used to haul this equipment. This information should include gross weight, length, height and other pertinent specifications.
- c) Meeting with county engineers, public work directors and township road commissioners to discuss the roadway use during construction.
- d) Presenting to them the maps and equipment specifications for discussion of anticipated loadings.
- e) Requesting information from the agencies regarding deficient structures that cannot withstand the traffic loadings or height clearances such as bridges and culverts.
- f) Discussing any weight restrictions that may limit the use of the haul routes during construction.
- g) Discussing Road damages and the process by which the Owner should address repair and other issues.
- h) If the Owner hires a consultant to perform interval road monitoring during construction, prepare related discussion points.

4. Federal Aviation Administration Recommendations. RCM will ensure that all the necessary Federal Aviation Administration (FAA) notifications are filed, and the structures or wire complies with the Owner's marking and lighting recommendations. The Owner prefers to use non-lighted marker balls whenever possible. RCM will submit the FAA's recommendations to the Owner for review and final approval. RCM will stay in compliance with FAA Advisory Circular AC 70.7460-1L: Obstruction Marking and Lighting, and the Code of Federal Regulations Title 14, Part 77: Safe, Efficient Use, and Preservation of the Navigable Airspace. All permit applications shall be submitted by the Contractor. Approved permits shall be submitted to the Owner.

5. Pipeline (Gas and/or Oil). RCM will coordinate with all pipeline companies regarding crossings and parallelisms and shall provide sufficient information to obtain required pipeline approvals and permits.

6. Utility Crossing Permits (Aerial and Below-ground Utilities). RCM will obtain all necessary permits for aerial and below ground utility crossings. These utilities include, but are not limited to, electrical, communications, and water. Responsibilities include but are not limited to:

- a. Contacting applicable utility companies to obtain any required crossing permits or other required information.



b. Preparing necessary permits and supporting documents and submitting them to utility companies for approval. Approved permits shall be submitted to the Owner.

Responsibility: RCM

Assumptions:

- Construction permits required by the state and local agencies for access to highways, driveway permits, traffic control, de-watering, burning, etc., will be prepared, submitted and acquired by The City of Lake Worth Beach's construction contractor.

6 QUALITY ASSURANCE

Responsibility: RCM

Objectives:

- To meet the quality objectives established for the project.
- RCM will follow internal extensive Project Quality Plan procedure. Also, Client's QA/QC requirements.

Responsibility: RCM

Deliverables:

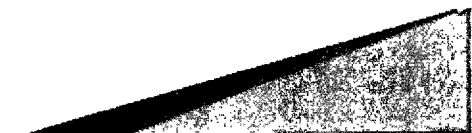
RCMT has a Quality Assurance Program that meets the requirements of ISO 9001-2015 and is implemented through the application of controls defined by the QA Manual, QA Procedures and Operating Procedures. The program has been implemented at all RCMT locations, of which one location is ISO 9001:2015 certified.

Personnel Qualification

The RCM QA Procedures and project quality documents control all activities and responsibilities from start to completion of a project to assure they are performed by qualified personnel and according to the project requirements. Personnel assigned to the project activities have appropriate education, training and experience to complete those tasks. Resumes and qualification records of individuals assigned to the project are reviewed by supervisors to ensure that they are qualified to perform assigned tasks under RCM QA Program and project requirements.

Quality Control of Design Deliverables

The RCM QA Program requires design verification/review of engineering activities to assure they are performed according to project requirements and that the results are correct and meet specified criteria.



Verification/review activities are documented in the form of Check Lists and are performed for each design stage of deliverables.

Quality Assurance / Control of Procurement and Construction Activities

In concert with the engineering and construction partners, RCM creates a Project Quality Plan, at the beginning of each project to define the requirements and quality check points that will be required to deliver the project to the client's specification. The Project Quality Plan includes the roles and responsibilities each organization plays with regards to quality, engineering quality hold points and constructability reviews, procurement specification requirements, equipment receipt inspections, non-conformance reporting and installation check points. The project quality records, and quality records required for management and turnover to CLWB is defined within the Project Quality Plan and managed/maintained in congruence with the RCMT Document Control Process.

7 PROJECT COMPLETION AND CLOSEOUT

Responsibility: RCM

Objectives:

- Develop the documents that will be required during the construction phase of the project.
- Provide on-site engineering support during the construction phase(s) as needed basis.
- Provide dedicated experienced engineer on-call to support and respond to any construction emergency needs.

7.1 ISSUED FOR CONSTRUCTION DOCUMENTS

Responsibility: RCM

Deliverables:

- Issued For Construction Drawings

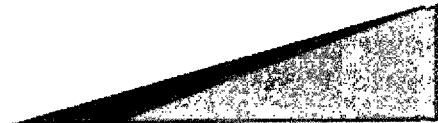
Assumptions:

- Three (3) hard copy and one (1) electronic copy of the Issued For Construction Drawings will be prepared and submitted to CLWB.

7.2 PRE-CONSTRUCTION MEETING

Responsibility: RCM

15 RCM Technologies (USA) Inc., Proprietary and Confidential, 2023



Deliverables:

- Pre-Construction Meeting Minutes
- Schedule, attend, and document a Pre-Construction meeting between CLWB, contractor and RCM. Review the construction documents, project schedule, project contacts for involved parties and the detailed scope of the project. Issue Pre-construction Meeting Minutes. Issue any applicable changes to the Contract documents.

Assumptions:

- Two (2) RCM representative will attend pre-construction meeting.

7.3 ENGINEERING SUPPORT DURING CONSTRUCTION

Responsibility: RCM

Deliverables:

- Engineering Support During Construction
- Provide in office and on-site technical support to the City of Lake Worth Beach engineering team and Construction Crew during construction.

Assumptions:

- A budget of up to sixty (60) hours of engineer time will be allocated to provide office support for construction activities.
- Five (5) full day field trips will be budgeted if is needed during construction progress.

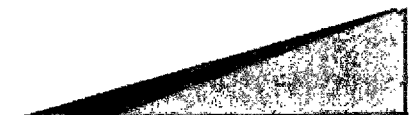
7.4 POST-CONSTRUCTION ACTIVITIES

Objectives:

- To update the construction drawings with any changes that occurred during construction.
- To assist City of Lake Worth Beach with project close-out documentation.

7.5 RECORD DRAWINGS

Responsibility: City of Lake Worth Beach/RCM



Deliverables:

- RCM will provide construction As-Built drawings.
- Incorporate the changes received during construction and furnish a complete set of drawings to reflect the As-Built condition when the project is completed.

Assumptions:

- A set of red-lined drawings, depicting construction changes, will be submitted to RCM by City of Lake Worth Beach.
- It will not be necessary for RCM to field review the construction changes.
- One (1) electronic copy of the Record Issue Construction Drawings will be prepared and submitted.
- A field trip to walk through the completed project, if required, will be performed on a time-and-expense basis.

8 COMPENSATION AND PRICING METHODOLOGY

RCM has broken down the pricing into the following price for the above-mentioned scope of work.

Engineering Services: Circuit 4A3S03	Price in U.S. Dollars:
Project Management	\$14,025.00
Distribution Pre-Design Activities	\$12,500.00
Overhead Construction Update	\$8,250.00
Distribution Line Design	\$60,475.00
Permitting Activities	\$7,920.00
Materials Procurement	\$9,400.00
Construction Drawings	\$20,300.00
Quality Assurance	\$11,000.00
Construction Activities	\$8,100.00
Post-Construction Activities	\$5,400.00
Total:	\$157,370.00

9 QUOTATION VALIDITY

This quotation is valid for 90 days.

10 PAYMENT TERMS

Base Scope (Lump Sum Milestone Payments)

MILESTONES	Task %	Cumulative %
Award of Project	0%	5%
RCM Issues 60% Design Drawings for Review	55%	60%
RCM Issues 90% Design Drawings for Review	30%	85%
RCM issues final IFC (100%) Package	10%	95%
As Builts	5%	100%

11 TERMS AND CONDITIONS

RCM will comply with the terms and conditions as agreed upon in the Master Service Agreement titled "CONTINUING PROFESSIONAL SERVICES AGREEMENT, RFQ#23-300, (Energy Management & Engineering Services)" as signed on April 13, 2023, for all work orders under this proposal.

12 CLOSING

Thank you for the opportunity to be of service to City of Lake Worth Beach. We look forward to working closely with CLWB to complete the project within budget and on schedule. Please do not hesitate to contact us if you have any questions or comments regarding this proposal.

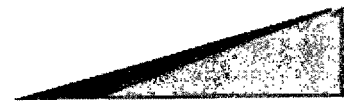
Truly yours,



Sean Sulduz
 Manager Transmission & Distribution Lines
 RCM Energy Services
 Lendio Palm Beach, 2000 PGA Boulevard Suite 4440,
 Palm Beach Gardens, FL 33408
 Tel: (517) 414-5536
Sean.Sulduz@rcml.com



Bill Wittmer
 Director of Projects
 RCM Energy Services
 2500 McClellan Avenue
 Pennsauken, NJ 08109
 Tel: (413)-768-0250
bill.wittmer@rcml.com



STAFF REPORT REGULAR MEETING

AGENDA DATE: October 30, 2023

DEPARTMENT: Electric Utility

TITLE:

Task Order No. 3 with RCM Technologies (USA) Inc., for Engineering Services to design the second of two (2) new 26kV feeder circuits from the Main Yard to the new 6th Ave South substation

SUMMARY:

Task Order No. 3 authorizes RCM Technologies (USA) Inc. to complete the engineering design for the second of two (2) 26kV feeder circuits, connecting Main Yard to the new 6th Avenue South substation, in the amount not to exceed \$105,295 (this is one of 2 new feeders from Main Yard to the new 6th Ave South substation). This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020 and May 2022.

BACKGROUND AND JUSTIFICATION:

The City previously issued a Request for Qualifications (RFQ 23-300) to provide letters of interest and Professional Qualifications from consulting companies/firms for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, energy management and engineering services. RCM Technologies (USA) Inc., was one of three firms selected under the Energy Management category for the Continuing Contracts for Professional Services. RCM Technologies (USA) Inc. responded to the August 9, 2023 RFP.

The purpose of this new feeder circuit is to provide the new 6th Ave., South substation with additional capacity.

RCM Technologies (USA) Inc has been tasked to provide engineering design for the New 4A3S04 Main Yard feeder circuit. The design team will prepare all drawings, pole loading analysis, pole locations and underground bores, pole framing standards, materials lists and construction sequencing as part of this Task Order. RCM Technologies (USA) Inc will assist with Right of Way acquisition for construction, prepare permitting drawings and provide engineering support through the construction phase. The design phase is estimated to be completed in 7 months at a cost not to exceed \$105,295.

MOTION:

Move to approve/disapprove Task Order No. 3 with RCM Technologies (USA) Inc to complete engineering design for the New Main Yard feeder circuit 4A3S04 at a cost not to exceed \$105,295.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order No. 3

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric Utility
Division	T & D
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-531-63.15
Project Number	SH2223
Requested Funds	\$105,295
Remaining Balance	
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	

TASK ORDER No. 03

**CONTINUING PROFESSIONAL SERVICES
(Energy Management & Engineering Services)**

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order”) is made on the day of _____, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **RCM Technologies (USA), Inc.**, a Florida CORPORATION (“CONSULTANT”).

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated August 30, 2023 and services are generally described as: Engineering Design for Overhead & Underground Feeder - CIRCUIT 4A3S04 Hardening & Voltage Conversion (the “Project”).

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach Engineering services with Project as specified in the **CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit “1”**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within 270 calendar days from the City’s approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of 105,295.00. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is Sean Sulduz, phone (423-876-5264); email: sean.sulduz@rcmt.com; and, the Project Manager for the City is Jean St Simon, phone: 561-586-1699; email: jssimon@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Energy Management & Engineering Services) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated March 28, 2023 (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
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: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: RCM TECHNOLOGIES (USA), INC.

By: [Signature] Sean Salazar

[Corporate Seal]

STATE OF Florida
COUNTY OF Duval

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 9 day of September, 2023, by RCM Technologies, Inc., a Florida Corporation, who is personally known to me or who has produced Drivers License as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

[Signature]
Notary Public Signature

Notary Seal:

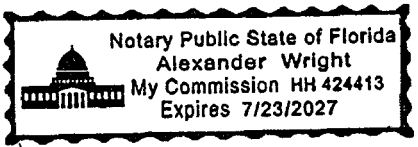


Exhibit "1"

(Consultant's Proposal)



Lendio Palm Beach, 2000 PGA Boulevard Suite 4440,
Palm Beach Gardens, FL 33408
Tel: (517) 414-5536
www.rcmengineeringgroup.com

Jean St. Simon
City of Lake Worth Beach Utility

Wednesday, August 30, 2023
Quotation C-CPM-23003096b

**RCM Offer to City of Lake Worth Beach Utility
Engineering Services**

Dear Mr. Simon,

RCM Technologies (USA) Inc. (RCM) is pleased to submit this proposal to the City of Lake Worth Beach Utility to provide engineering services as requested in the email titled "Request for Proposals" on August 9, 2023. We can offer the City of Lake Worth Beach Utility experienced local employees, a dedicated team during design and construction of your projects, and strong engineering and management leadership. RCM has many repeat clients including utilities, and we are dedicated to meeting project demands on time and on budget through strong collaboration and communication.

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1 RCM Technologies (USA) Inc., Proprietary and Confidential, 2023



1. PROJECT DESCRIPTION

RCM will provide engineering services for the following elements:

- This engineering design estimate aims to strengthen the existing distribution line in the city of Lake Worth Beach. The estimation will be based on a hypothetical worst-case scenario, assuming that a significant number of line poles in Lake Worth Beach circuit 4A3S04 may need to be replaced or require some form of work and on the installation of a new underground feeder run as follows:
 - CIRCUIT 4A3S04 – Hardening
 - One-hundred and fifteen (115) distribution poles will need to be replaced or/ and will need to be evaluated to determine impact and work required.
 - All 3-phase laterals will be upgraded with 336 AAC wire and tie to the nearest feeder using 900A disconnect switches.
 - All single-phase laterals will be upgraded with a minimum 4/0 bare aluminum wire.
- Provide seamless coordination with the city of Lake of Worth Beach (CLWB) regarding distribution lines as required. This involves establishing effective communication channels and providing necessary support for CLWB distribution line operations.
- Provide a fully completed construction package, ensuring all necessary documentation and materials are included for a seamless construction process.
- Provide precise as-built drawing upon the completion of construction, ensuring an accurate representation of the final project configuration.

2. RCM'S EXECUTION PLAN

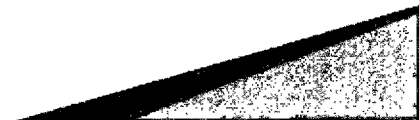
In this section, we are pleased to present our customized work plan specifically tailored to meet the unique requirements of your project as follow:

- Review and collaborate the scope of work with CLWB engineering team to ensure addressing all aspects and challenges of the project.
- A "Design to Build" approach to make sure RCM engineering design will be encompass all design and material procurement requirements.
- Focus on site visit by local employees, data validation, collaboration with CLWB engineering to optimize the design and propose earned value solutions.
- Work closely with CLWB Design and Procurement Team to address concerns ahead of time, stay proactive to avoid costly delays during construction.
- Stay "stand By" by local employees to provide timely responds to Construction contractors to avoid down times during construction.

3. PROJECT MANAGEMENT

3.1 LIST OF DELIVERABLES – ENGINEERING SERVICES

PACKAGE	CONTENTS
DISTRIBUTION LINE DESIGN	
Issued For Review (60%) - Distribution Line Design	<ul style="list-style-type: none"> • PoleForeman Model • Structural Analysis • Construction Drawings • Overhead Construction Update • QA/QC documentation
Issued For Approval (90%) - Distribution Line Design	<ul style="list-style-type: none"> • Final PoleForeman Model • Final Structural Analysis • Final Plan and Profile Drawings • Permit Drawings • Complete Construction Package for Review • QA/QC documentation
Issued For Construction – Distribution Line Design	<ul style="list-style-type: none"> • Complete Construction Package for Transmittal • QA/QC documentation
As-Built Review – Distribution Line Design	<ul style="list-style-type: none"> • As-Built PoleForeman Model • Field Markups • Complete As-Built Package
As-Built Issue – Distribution Line Design	<ul style="list-style-type: none"> • As-Built PoleForeman Model (w/ required revisions) • Complete As-Built Package for Transmittal (w/ required revisions)



3.2 PROJECT SUPERVISION AND CONTROL

Supervision Management Deliverables:

Communicate, supervise and coordinate all project participants to ensure the successful completion of tasks and activities as defined in the approved scope of work. Establish and maintain a project schedule specifically for engineering-related tasks in collaboration with CLWB. Ensure that the project stays on track, it is necessary to monitor the progress and completion of deliverables in relation to the established schedule. Any deviations or variances in the scope should be documented and brought to the attention of CLWB for review.

In order to keep CLWB informed about the project's status, a monthly status report will be prepared and attached to the monthly invoice. This report will provide a summary of the current status of deliverables, schedules, and costs. It will also include a concise overview of the work completed in the previous billing period, as well as an outline of the work expected to be performed in the upcoming billing period.

Furthermore, RCM will address any problems, risks, trends, or delays that may arise during the project. These challenges should be highlighted in the monthly status report, along with the action being taken to mitigate them and bring the project back on schedule or within budget.

By improving communication, supervising project participants, coordinating tasks, and effectively documenting project progress, this role will contribute to the successful execution of the project and ensure that CLWB remains well-informed throughout the process.

The main objective is to direct and coordinate RCM's project team, with a particular focus on enhancing their performance in the following areas:

- The primary goal is to ensure that the project team adheres to CLWB's established procedures and standards for compliance.
- Ensuring compliance with the project procedures and design criteria is of utmost importance.
- It is essential to prioritize adherence to the budget, scope, and schedule for the project.
- Maintaining strict adherence to RCM's quality control and quality assurance procedures is crucial.

Assumptions:

- The budget should account for the attendance of project team members in one-hour biweekly conference calls throughout the project's duration.
- The project is expected to have a duration of approximately 18 months, starting from design phase and extending to post construction activities.



3.3 BASIS FOR PROJECT REPORTING

RCM has provided Project Management expertise to our clients for over 35 years using a proven combination of industry experience and PMI based training and procedures. RCM's Project Managers work closely with the Project Controls team and the execution team to strategically create and execute a project plan that ensures client expectations of scope, schedule and cost. Over the years, RCM has developed a portfolio of capabilities that offers a breadth of experience and resources to meet our customer's needs. We help our clients succeed by harnessing the complete resources of our Company, using a Total Quality Management approach to delivering services, flexibility and innovation in responding to our clients' needs, individual and organizational integrity, and personal care and attention to our clients' solution requirements.

Total Quality Management Approach:

- **Project Managers:** RCM Project Managers and Project Leaders seek to thoroughly understand client and regulatory requirements and processes and have strong experience in Generation and T&D projects and understand what it takes to drive performance in demanding circumstances.
- **Stakeholder Management:** RCM Project Managers engage stakeholders early and consistently to ensure the client remains informed and apprised of project performance and are immediately engaged where any decision making, or risks are identified.
- **Communication Management:** RCM Project Managers apply proven methodology to ensure that project information is disseminated amongst all project stakeholders and captures and documents key information to ensure quality execution.
- **Cost Management:** RCM will apply proven cost management practices gained through experience with large capital projects. Cost Engineering and Project Management Institute guidelines will be used, and improvements based on Lessons Learned from our work on similar size and complexity projects.
- **Schedule Management:** To ensure that client milestones are achieved, and management and monitoring of the interfaces between stakeholders, RCM will implement an integrated schedule which will utilize the recommended Work Breakdown Structure. RCM will use the "Collaborative Approach" that has been used successfully on reviewing engineering design plans with clients in the past.
- **Earned Value:** RCM will use an earned value management system compliant with ANSI standards and industry best practices to measure and report on project progress. Metrics based on physical completion of deliverables will be used.
- **Trends and variances** from the base plan will be identified in time, so that corrective actions can be implemented and to ensure the project is completed on time and on budget. Cost and Schedule performance indicators will be used.
- RCM works with the client to understand the key performance metrics for a project and defines reporting requirements based on measuring and monitoring what matters to ensuring the success of the project for both the client and RCM performance.

Scheduling:

- RCM has capability and resources to provide Level 3 Integrated Project Schedule (IPS), utilizing P6 v21, utilizing the Client's standard WBS formatting and is ready for integration into the Client's P6 environment if requested. This IPS will include a comprehensive representation of required tasks from Award to In Service dates that when followed will assure a successful project for all stakeholders. The



IPS will include all design, procurement, submittal, lead time, delivery, installation, testing and commissioning and outage schedules required to complete the project.

- All activities are organized and represented in a WBS structure and identified by meaningful descriptors respective of their project scope numbers. This schedule will be developed with logical relationships and loaded with the necessary resources to establish a critical path based both in the required sequencing of events and the available manpower, equipment, and material. RCM will utilize this schedule to coordinate daily activities, prepare for upcoming tasks, and produce overall forecasts and analyses of the project performance based on the Cost and Schedule Performance Indexes.

The RCM Project Scheduler will coordinate and maintain the overall project schedule and produce regular status reports as indicated below:

Biweekly Progress Submittals

- Level 3 – Three Week Look-Ahead
- Logic Change Reports (If Applicable)
- Schedule Actions Item List

Monthly Progress Submittals

- Executive Summary
- Milestone Schedule Summary
- Written Assessment of Schedule Performance
- Financial Assessment including Cost to Complete & Estimate at Completion (If Applicable)
- Schedule Action Items
- Changes to the Critical Path and Handoff Activates (If Applicable)

The Design process will continue independently alongside the permitting process with underground and above ground engineering through acceptance by CLWB. While the applications are under review the design teams will begin the submittal process associated with the material and equipment procurement so that when the design is accepted by the CLWB we can immediately release the BOMs to CLWB for procurement.

3.4 PROJECT SCHEDULE

Event	Complete
Project Award	November / 2023
Issued For Review (IFR)	January / 2024
Issued For Approval (IFA)	February / 2024
Issued For Construction (IFC)	April / 2024
Record Drawings	15 working days after site markups
As-Built Drawings	10 working days after review comments



4 PROJECT ENGINEERING

Objective:

- The objective is to identify, define, and obtain approval from the City of Lake Worth Beach for the necessary parameters to proceed with line design for the project.

4.1 DESIGN CRITERIA

Responsibility: RCM

Deliverables:

- Design Criteria
- Review the information from the project initiation meeting and data acquisition. Compile and issue the project conceptual for City of Lake Worth Beach review, revision, and approval. Summarize the proposed final design procedures and criteria including the proposed applicable design standards.
- Ensure that the scope and content of the design Criteria, as approved by City of Lake Worth Beach, serves as the basis for the detailed design engineering. Maintain and update the Design Criteria, during the life of the project.

Assumptions:

- RCM will incorporate City of Lake Worth Beach's standards.

4.2 DISTRIBUTION LINE DESIGN

Objectives:

- RCM to determine the locations of poles using accurate coordinate collector device (IkeGPS camera) and the appropriate pole class.
- Record accurate pole height, conductor attachment, equipment attachment and service drops using accurate device (IkeGPS camera).
- Create a detailed design plan that outlines the specification and requirements for the poles and conductors, as well as documenting all relevant information for future reference.
- Prepare construction drawings.
- The project is expected to last approximately 6 months, starting from the design stage on November 2023, and concluding with engineering activities on April 2023.

4.3 SITE VISIT

Responsibility: RCM/City of Lake Worth Beach



To conduct a thorough visual inspection of the overhead electric network, including poles, conductors, insulators, transformers, and any associated equipment. Ensure the safety and integrity of the overhead electric network. Identify any potential issues, assess the condition of the network.

4.4 PRE-DESIGN

Responsibility: RCM/City of Lake Worth Beach

Deliverables:

- Collect, review and validate all design input to ensure accuracy of design.
- Ensure that the proposed power distribution line project meets the desired performance criteria and is cost-effective.
- RCM will use ArcGIS platform to obtain network data from the City of Lake Worth's GIS. This will contribute to increased transparency in their operations.

4.5 POLEFOREMAN SOFTWARE, IKEGPS SOFTWARE

Responsibility: RCM

Deliverables:

- PoleForeman software will be used to model distribution poles to conduct structural analyses to assess their compliance with design criteria. Based on this evaluation, it determines whether the poles pass or fail.
- RCM to design structures to the loading conditions identified in the Design Criteria.
- Replace failed poles ensure compliance with CLWB requirements.
- IKEGPS software will be used to obtained pole data efficiently and accurately.

Assumptions:

- PoleForeman will be implemented across distribution poles.
- Client will provide specifications of system materials, disconnects, and pole information.
- Client will provide specifications and preferred vendors for material as needed to complete project.

4.6 DESIGN

Responsibility: RCM

Deliverables:

- Pole Class, Pole Height, Equipment Size, Distribution Line Design, and Specification.



- Design structures to meet the identified loading conditions as per the design criteria, while adhering to the standards set by the city of Lake Worth Beach. Utilize the poleforeman results to assist in the design process.
- Determine and select the appropriate location and size for each required component, such as guy, anchors, insulators cap banks etc., in accordance with relevant codes and design constraints.

The design process will focus on circuit hardening and will include the following components:

- A thorough structural analysis will be conducted on all poles, and any poles found to be failing will be promptly replaced.
- Any damaged poles, insulators, braces, or other components will be identified and promptly replaced to ensure optimal functionality and safety.
- To meet the required standards, any insulators that do not conform to the specified standards will be replaced with 45kV polymer insulators.
- The existing transformers will be replaced with 26kV transformers to enhance the efficiency and performance of the system.
- The overhead equipment will be replaced in accordance with the guidelines set by the City of Lake Worth Beach to ensure optimal performance and adherence to standards.
- The lightning protection and grounding systems will be updated to align with the latest standards and ensure optimal safety measures are in place.
- Design of underground riser facilities based on CLWB standards.

Assumptions:

- The City of Lake Worth Beach will provide will furnish all available as-built information regarding the existing underground facilities.
- The City of Lake Worth Beach will provide the appropriate conductor size for the project.
- The budget for the project is estimated based on 115 poles.
- CLWB will provide distribution overhead and underground standards.

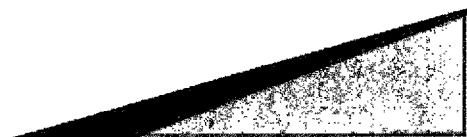
4.7 TRANSFORMER SIZING AND DESIGN

Responsibility: RCM/The City of Lake Worth Beach

Deliverables:

- Pole mount Transformer Size, Design, and Specification
- Pad mount Transformer Size, Design, and Specification

To determine the suitable size, voltage, and locations for the transformers, a comprehensive evaluation of the design criteria and relevant details will be conducted. Factors such as the type of building (commercial, office, residence, etc.) and the location of the primary feed will be considered. The replacement and sizing of transformers will be based on the square footage or load analysis provided by the City of Lake Worth Beach. Engineering calculations related to transformer sizing will be performed, and preliminary drawings will be prepared to document the design process.



Assumptions:

- RCM will replace all 4kV existing TX with 26kV equivalent KVA size.
- The approved transformers and standard design specified by the city of Lake Worth Beach will be utilized to determine the appropriate sizing and placement.

4.8 MATERIAL

Objective: Provide itemized, accurate list material to avoid discrepancies in order procure accurate material for project on time and cost effectively.

Responsibility: RCM/City of Lake Worth Beach

Deliverables:

- A comprehensive and itemized list of all required materials will be developed to ensure a smooth and efficient procurement process, on time ordering long lead time material.
- The location of the material list will be clearly specified to ensure easy access and efficient management during the procurement phase.

Assumptions:

- The City of Lake Worth Beach will provide their most up to date master material list.
- The City of Lake Worth Beach assumes the responsibility of vendor selection and material procurement for the project.
- Lake Worth Beach will be responsible for selecting a vendor and part number if any required materials are not included in the City of Lake Worth Beach master list.
- The City of Lake Worth Beach will handle the procurement process by providing commercial conditions, soliciting bids, and awarding contracts for the required materials.
- RCM will provide all support as needed to ensure accurate and on time procurement.

4.9 CONSTRUCTION DRAWINGS

Objectives: During the construction phase of the project, all necessary drawings will be generated to ensure smooth and efficient execution.

Responsibility: RCM

4.10 PLAN DRAWINGS

Responsibility: RCM

Deliverables:



- **Plan Drawings:** Prepare final Plan Drawings at one inch equal to fifty feet (1" = 50') unless otherwise specified by The City of Lake Worth Beach. Profile drawings will only be created in critical areas. Depict information required for bidding, construction, and recording of the line including the following as applicable:
 - o Crossings
 - o Cable Phasing
 - o Right of Way Boundaries
 - o Termination Structures

5 PERMITS

Objectives:

- The project will involve identifying any other agencies or utilities that may be impacted by the proposed plan.
- The necessary permits for the project will be obtained, and permit drawings will be created to ensure compliance with all regulatory requirements.

RCM will develop and present to the Owner a detailed Permitting Plan within 30 days of Contract award outlining the highway, road, railroad, and river crossing permits needed for this Project along with roles and responsibilities for review and approval by the Owner. As part of this Plan, a detailed schedule will be developed, including the number and type of permits needed.

Non-Environmental Permits

RCM shall be responsible for obtaining non-environmental permits from appropriate agencies, including but not limited to the following:

- None anticipated at this time.

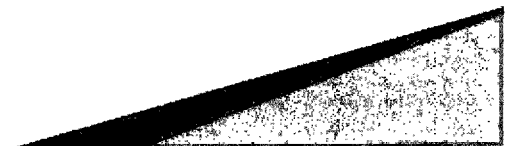
RCM will provide all necessary engineering documents and drawings to support the permitting process.

- a) Creating all associated crossing drawings.
- b) Incorporating transmission communication cables, e.g., ADSS cables and distribution attachments into the crossing drawing, if applicable.

All approved permits shall be submitted to the Owner.

1. Road Crossings. The ROW Subcontractor shall obtain all necessary permits for constructing a facility within state, county, and township road property and ROW, such as a road crossing or longitudinal use of the property or ROW where the conductor might overhang the property or ROW. The Subcontractor's responsibilities include, but are not limited to:

- a) Preparing each state, county, or township road crossing permit application.
- b) Meeting the required clearances and all applicable state/local codes above and beyond the Owner's required clearances.



- c) RCM will provide all necessary engineering documents and drawings to support the ROW Subcontractor in this process. RCM's responsibilities include, but are not limited to:
- d) Creating all associated drawings.
- e) Incorporating transmission communication cables, e.g., ADSS cables and distribution attachments into the crossing drawing, if applicable.
- f) Meeting each agency's required clearances and all applicable state/local codes above and beyond the Owner's required clearances.
- g) Communicating directly with the agency as necessary.
- h) Providing traffic controls and protection during installation.
- i) Submitting insurance surety deposit and/or permit application fees.

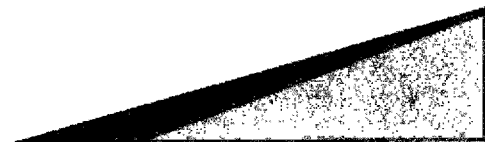
Approved permits shall be submitted to the Owner. Additionally, the RCM will ensure compliance with all road crossing agreement requirements, including the repair of road property or ROW upon completion of construction, reimbursement of costs incurred by the road agency for necessary maintenance and/or supervision resulting from the installation, and all other requirements of the agreements.

2. Temporary Road and Road Entrance Permits. RCM will obtain all necessary temporary road, road entrance, and road use and maintenance permits for constructing a facility within state, county, and township road property, such as a road crossing and Temporary Road Entrances.

3. Road Use Agreements. RCM will prepare and file all necessary documentation associate with road use agreements and applications. Responsibilities include but are not limited to:

- a) Developing haul route maps to use as the basis for discussion with road agencies.
- b) Providing specifications for typical equipment to be used during construction including but not limited to, drill rigs, cranes, and truck information used to haul this equipment. This information should include gross weight, length, height and other pertinent specifications.
- c) Meeting with county engineers, public work directors and township road commissioners to discuss the roadway use during construction.
- d) Presenting to them the maps and equipment specifications for discussion of anticipated loadings.
- e) Requesting information from the agencies regarding deficient structures that cannot withstand the traffic loadings or height clearances such as bridges and culverts.
- f) Discussing any weight restrictions that may limit the use of the haul routes during construction.
- g) Discussing Road damages and the process by which the Owner should address repair and other issues.
- h) If the Owner hires a consultant to perform interval road monitoring during construction, prepare related discussion points.

4. Federal Aviation Administration Recommendations. RCM will ensure that all of the necessary Federal Aviation Administration (FAA) notifications are filed, and the structures or wire complies with the Owner's marking and lighting recommendations. The Owner prefers to use non-lighted marker balls whenever possible. RCM will submit the FAA's recommendations to the Owner for review and final approval. RCM will stay in compliance with FAA Advisory Circular AC 70.7460-1L: Obstruction Marking and Lighting, and the Code of Federal Regulations Title 14, Part 77: Safe, Efficient Use, and Preservation of the Navigable



Airspace. All permit applications shall be submitted by the Contractor. Approved permits shall be submitted to the Owner.

5. Pipeline (Gas and/or Oil). RCM will coordinate with all pipeline companies regarding crossings and parallelisms and shall provide sufficient information to obtain required pipeline approvals and permits.

6. Utility Crossing Permits (Aerial and Below-ground Utilities). RCM will obtain all necessary permits for aerial and below ground utility crossings. These utilities include, but are not limited to, electrical, communications, and water. Responsibilities include but are not limited to:

- a) Contacting applicable utility companies to obtain any required crossing permits or other required information.
- b) Preparing necessary permits and supporting documents and submitting them to utility companies for approval. Approved permits shall be submitted to the Owner.

Responsibility: RCM

Assumptions:

- Construction permits required by the state and local agencies for access to highways, driveway permits, traffic control, de-watering, burning, etc., will be prepared, submitted and acquired by The City of Lake Worth Beach's construction contractor.

6 QUALITY ASSURANCE

Objectives:

- To meet the quality objectives established for the project.
- RCM will follow internal extensive Project Quality Plan procedure. Also, Client's QA/QC requirements.

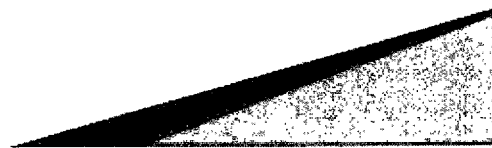
Responsibility: RCM

Deliverables:

RCM has a Quality Assurance Program that meets the requirements of ISO 9001-2015 and is implemented through the application of controls defined by the QA Manual, QA Procedures and Operating Procedures. The program has been implemented at all RCM locations, of which one location is ISO 9001:2015 certified.

Personnel Qualification

The RCM QA Procedures and project quality documents control all activities and responsibilities from start to completion of a project to assure they are performed by qualified personnel and according to the project requirements. Personnel assigned to the project activities have appropriate education, training and experience to complete those tasks. Resumes and qualification records of individuals assigned to the



project are reviewed by supervisors to ensure that they are qualified to perform assigned tasks under RCM QA Program and project requirements.

Quality Control of Design Deliverables

The RCM QA Program requires design verification/review of engineering activities to assure they are performed according to project requirements and that the results are correct and meet specified criteria. Verification/review activities are documented in the form of Check Lists and are performed for each design stage of deliverables.

Quality Assurance / Control of Procurement and Construction Activities

In concert with the engineering and construction partners, RCM creates a Project Quality Plan, at the beginning of each project to define the requirements and quality check points that will be required to deliver the project to the client's specification. The Project Quality Plan includes the roles and responsibilities each organization plays with regards to quality, engineering quality hold points and constructability reviews, procurement specification requirements, equipment receipt inspections, non-conformance reporting and installation check points. The project quality records, and quality records required for management and turnover to CLWB are defined within the Project Quality Plan and managed/maintained in congruence with the RCM Document Control Process.

7 PROJECT COMPLETION AND CLOSEOUT

Responsibility: RCM

Objective(s):

- Develop the documents that will be required during the construction phase of the project.
- Provide on-site engineering support during the construction phase(s) as needed basis.
- Provide dedicated experienced engineer on-call to support and respond to any construction emergency needs.

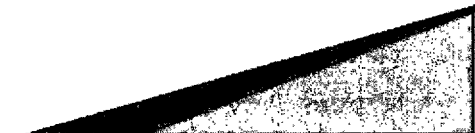
7.1 ISSUED FOR CONSTRUCTION DOCUMENTS

Responsibility: RCM

Deliverables:

- Issued For Construction Drawings

Assumptions:



- Three (3) hard copy and one (1) electronic copy of the Issued For Construction Drawings will be prepared and submitted to CLWB.

7.2 PRE-CONSTRUCTION MEETING

Responsibility: RCM

Deliverables:

- Pre-Construction Meeting Minutes

Schedule, attend, and document a Pre-Construction meeting between CLWB, contractor and RCM. Review the construction documents, project schedule, project contacts for involved parties and the detailed scope of the project. Issue Pre-construction Meeting Minutes. Issue any applicable changes to the Contract documents.

Assumptions:

- Two (2) RCM representative will attend pre-construction meeting.

7.3 ENGINEERING SUPPORT DURING CONSTRUCTION

Responsibility: RCM

Deliverables:

- Engineering Support During Construction
- Provide in office and on-site technical support to the City of Lake Worth Beach engineering team and Construction Crew during construction.

Assumptions:

- A budget of up to sixty (60) hours of engineer time will be allocated to provide office support for construction activities.
- Five (5) full day field trips will be budgeted if is needed during construction progress.

7.4 POST-CONSTRUCTION ACTIVITIES

Objectives:

- To update the construction drawings with any changes that occurred during construction.
- To assist City of Lake Worth Beach with project close-out documentation.

7.5 RECORD DRAWINGS

Responsibility: City of Lake Worth Beach/RCM

Deliverables:

- RCM will provide construction As-Built drawings.
- Incorporate the changes received during construction and furnish a complete set of drawings to reflect the As-Built condition when the project is completed.

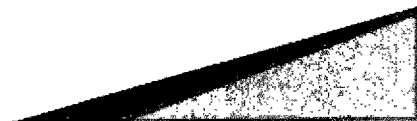
Assumptions:

- A set of red-lined drawings, depicting construction changes, will be submitted to RCM by City of Lake Worth Beach.
- It will not be necessary for RCM to field review the construction changes.
- One (1) electronic copy of the Record Issue Construction Drawings will be prepared and submitted.
- A field trip to walk through the completed project, if required, will be performed on a time-and-expense basis.

8 COMPENSATION AND PRICING METHODOLOGY

RCM has broken down the pricing into the following price for the above-mentioned scope of work.

Engineering Services: Circuit 4A3S04	Price in U.S. Dollars:
Project Management	\$9,240.00
Distribution Pre-Design Activities	\$10,000.00
Overhead Construction Update	\$5,830.00
Distribution Line Design	\$36,625.00
Permitting Activities	\$4,200.00
Materials Procurement	\$5,000.00
Construction Drawings	\$11,900.00
Quality Assurance	\$9,000.00
Construction Activities	\$8,100.00
Post-Construction Activities	\$5,400.00
Total:	\$105,295.00



9 QUOTATION VALIDITY

This quotation is valid for 90 days.

10 PAYMENT TERMS

Base Scope (Lump Sum Milestone Payments)

MILESTONES	Task %	Cumulative %
Award of Project	0%	5%
RCM Issues 60% Design Drawings for Review	55%	60%
RCM Issues 90% Design Drawings for Review	30%	85%
RCM issues final IFC (100%) Package	10%	95%
As Builts	5%	100%

11 TERMS AND CONDITIONS

RCM will comply with the terms and conditions as agreed upon in the Master Service Agreement titled "CONTINUING PROFESSIONAL SERVICES AGREEMENT, RFQ#23-300, (Energy Management & Engineering Services)" as signed on April 13, 2023, for all work orders under this proposal.

12 CLOSING

Thank you for the opportunity to be of service to City of Lake Worth Beach. We look forward to working closely with CLWB to complete the project within budget and on schedule. Please do not hesitate to contact us if you have any questions or comments regarding this proposal.

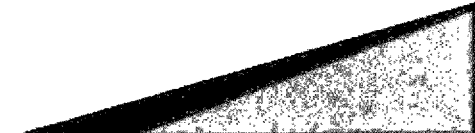
Truly yours,



Sean Sulduz
 Manager Transmission & Distribution Lines
 RCM Energy Services
 Lendio Palm Beach, 2000 PGA Boulevard Suite 4440,
 Palm Beach Gardens, FL 33408
 Tel: (517) 414-5536
Sean.Sulduz@rcm.com



Bill Wittmer
 Director of Projects
 RCM Energy Services
 2500 McClellan Avenue
 Pennsauken, NJ 08109
 Tel: (413)-768-0250
bill.wittmer@rcmt.com



STAFF REPORT REGULAR MEETING

AGENDA DATE: October 30, 2023

DEPARTMENT: Electric Utility

TITLE:

Wireless Data Communications Services Agreement with Kirms Communication LLC

SUMMARY:

This Agreement with Kirms Communication will provide the City with wireless data communications services and maintenance for the City's data communications network, which monitors and controls eight (8) Electric Utility distribution substations.

BACKGROUND AND JUSTIFICATION:

This Wireless Data Communications Services Agreement with Kirms Communication "piggybacks" the existing, competitively bid contract between Kirms Communication and Palm Beach County for Wireless Data Communications Services. The County's contract provides unit pricing for the materials, services, and maintenance to be provided by Kirms Communication to the County. For the City's purposes, the Agreement will provide services, and maintenance to cover the City's radios, receivers, transmitters and antennae systems by which Electrical Systems Operations monitors and controls eight (8) Electric Utility distribution substations. Services shall be provided by Kirms Communication on an as-needed basis as authorized by Work Orders approved in accordance with the Procurement Code and Policy. The amount for each Work Order shall be based on the work estimates provided at the time of the service request and the unit prices set forth in the Agreement.

The County's contract with Kirms Communication is available for review at the Financial Services Department but is not included with this item as it is over 50-pages in length.

The City believes the unit prices set forth in the Agreement are fair and reasonable and represent the best value to the City for the services to be provided.

The City's Procurement Policy and Code authorize the City to purchase goods and/or services through "piggybacking" of other governmental competitively procured agreements.

MOTION:

Move to approve/disapprove the Wireless Data Communications Services Agreement with Kirms Communication LLC.

ATTACHMENT(S):

Fiscal Analysis (not applicable at this time)
Agreement

AGREEMENT FOR WIRELESS DATA COMMUNICATION SERVICES
(Utilizing the Palm Beach County Contract No. 23-039/MD)

THIS AGREEMENT FOR WIRELESS DATA COMMUNICATION SERVICES (“Agreement”) is made as of the _____, by and between the CITY OF LAKE WORTH BEACH, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, (“CITY”), and Kirms Communication, LLC, a Florida Limited Liability Company, located at 814 14th Street, Lake Park, FL 33403 (“CONTRACTOR”).

RECITALS

WHEREAS, the CITY’s Electric Utility Department is in need of a company to provide Wireless Data Communication Services; and,

WHEREAS, the CITY’s Procurement Policy and Code authorizes the purchases of goods and services through “piggybacking” other governmental competitively procured Agreements; and

WHEREAS, on May 23, 2023, Palm Beach County competitively awarded the Agreement for Wireless Data Communication Services, Contract # 23-039/MD based on Palm Beach County’s Request for Proposal (RFP NO. 23-039/MD) to the CONTRACTOR (“Palm Beach County Contract”) valid until May 22, 2024 with four (4) one (1) year options for renewal; and

WHEREAS, Palm Beach County agreed to extend the terms and conditions of the Palm Beach County Contract to the CITY; and

WHEREAS, the CONTRACTOR has agreed to extend the terms and conditions of the Palm Beach County Contract to the CITY; and

WHEREAS, the CITY has reviewed the unit prices from the Palm Beach County Contract, which unit prices are set forth as Exhibit “A” attached hereto, and determined that the unit prices are competitive and will result in the best value to the CITY; and

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

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

1. **Recitals.** The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **Contract.** The Palm Beach County Contract is hereby incorporated by reference into and expressly made a part of this Agreement as is set forth at length herein. The CITY shall have all rights and obligations of Palm Beach County under the Palm Beach County Contract except as specifically modified herein. The term of this Agreement shall be consistent with the term of the Palm Beach County Contract and valid until May 22, 2024 with four (4) one (1) year options for renewal, unless earlier terminated in accordance with the Agreement terms.
3. **Not to Exceed Amount.** While the CONTRACTOR is not guaranteed that the CITY will utilize this Agreement for any services, if the CITY utilizes this Agreement for services, the not to exceed amount for this Agreement shall be \$400,000 for each fiscal year.

4. Work Orders. When the CITY identifies a need for the CONTRACTOR's services, the CITY will request a proposal from the CONTRACTOR to provide the services requested at the unit prices set forth in Exhibit "A". The CITY will provide the CONTRACTOR with plans and/or specifications in order for the CONTRACTOR to develop its proposal. The CONTRACTOR's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as Exhibit "B" along with a copy of the CONTRACTOR's proposal. Upon receipt of the CONTRACTOR's proposed work order and proposal, the CITY shall decide in its sole discretion whether to award the work order to the CONTRACTOR. Depending on the lump sum amount of each work order, the work order may be awarded by the City Manager, if within their purchasing authority (currently not to exceed \$50,000), or the City Commission. If the work order is approved by the CITY, the CONTRACTOR shall commence the identified services upon the CITY's approval of the work order for the services and issuance of a notice to proceed. The CITY reserves the right to reject any and all proposals submitted by the CONTRACTOR. A CITY-approved work order shall include (by reference) the plans and/or specifications provided by the CITY to the CONTRACTOR.

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 (including its exhibits);
- b. The Palm Beach County Contract; and
- c. The CITY issued Work Order.

6. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held exclusively in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- H. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- I. PUBLIC RECORDS. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided

to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

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

**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 Wireless Data Communication 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: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: KIRMS COMMUNICATIONS, LLC.

[Corporate Seal]

By: _____

Print Name: Harry Kirms

Title: Owner

STATE OF Florida
CITY OF Lake Park

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 17th day of October, 2023, by Harry Kirms, as the Owner [title] of Kirms Communication, LLC., a Florida Limited Liability Company, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature
Notary Seal:

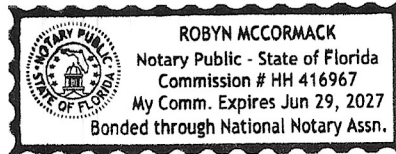


EXHIBIT "A"
Price Schedule from Palm Beach County Contract

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.	Standard Rate, as specified herein	11980	Hour	\$150.00	\$1,797,000.00
2.	Emergency Rate, as specified herein	1040	Hour	\$200.00	\$208,000.00
3.	Overtime Rate, as specified herein	80	Hour	\$200.00	\$16,000.00
4.	Holiday Rate, as specified herein	16	Hour	\$300.00	\$4,800.00
5.	Project Planning and Development	200	Hour	\$400.00	\$80,000.00
6.	Bucket Truck w/Lift up to 50' Mobilization per day	208	Day	\$3000.00	\$624,000.00
7.	Crane, Lifts above 50' Mobilization per day	10	Day	\$5000.00	\$50,000.00
8.	Digger Truck Mobilization Truck & Trailer per day	156	Day	\$3500.00	\$546,000.00
9.	MOT Crew Sign/Box Truck Mobilization per day	156	Day	\$2000.00	\$312,000.00
10.	Maintain / replace one hundred (100) solar batteries	4	Quarter	\$37,500.00	\$150,000.00
TOTAL PROPOSED PRICE:					\$3,787,800.00

The Estimated Quantities are estimates only and are given for the information of proposers and are for the purpose of proposal evaluation. They do not indicate nor are they a commitment for the actual quantity of purchase/services that will be ordered or that may be required to meet the specifications in the Scope of Work/Services.

The price to be paid for parts/items/materials sold to COUNTY shall be based on the CONTRACTOR's cost of the actual items plus shipping cost.



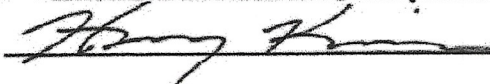
NAME (PRINT): Harry Kirms
 TITLE: Owner
 COMPANY: Kirms Communications, LLC
 ADDRESS: 814 14th Street
 CITY/STATE/ZIP: LAKE PARK, FL 33403
 TELEPHONE NO. 561-577-8827
 SIGNATURE: 

EXHIBIT "B"

SAMPLE WORK ORDER
AGREEMENT FOR WIRELESS AND COMMUNICATION SERVICES

THIS WORK ORDER for Wireless and Communications Contractor Services ("Work Order" hereafter) is made on the _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Kirms Communications, LLC.**, a Florida Limited Liability company ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Wireless and Communications Services project generally described as: _____ (the "Project"). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

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

3.0 Schedule and Liquidated Damages

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

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City _____ hundred dollars (\$ _____ .00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum, not to exceed amount of \$ _____ (_____). 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:

_____.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone: _____; email: _____; and, the Project Manager for the City is _____, phone: _____; email: _____.

6.0 Progress Meetings

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

7.0 Contractor's Representations

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

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

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

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

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

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

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

9.0 Authorization

This Work Order is issued pursuant to the Wireless and Communications Contractor Services Contract for between the City of Lake Worth Beach and the Contractor, dated _____, ("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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Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. XXX as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

Contractor: KIRMS COMMUNICATIONS, LLC

By: _____ [Do Not Sign – Sample] _____

Name:

Title:

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, as _____ of **Kirms Communications, LLC.**, a Florida
Limited Liability company, and who is personally known to me or who has produced the following
_____ as identification.

Notary Public Signature
Notary Seal