



AGENDA
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
THURSDAY, MARCH 19, 2020 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Herman Robinson

AGENDA - Additions / Deletions / Reordering:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

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

- A. [Appointment of Vice Mayor Amoroso to the Palm Beach County Issues Forum](#)
- B. [Resolution No. 08-2020 – FY 2020 – 2021 Community Development Block Grant application](#)
- C. [Resolution No. 09-2020 – Healthier Lake Worth Beach grant application](#)
- D. [Resolution No. 10-2020 – Census Rapid Response grant application](#)
- E. [Second Amendment to Work Order No.1 with the L.E. Myers Co., for Phase 1 1W13 System Hardening](#)
- F. [Utility Easement by and between Lake Worth Beach Community Redevelopment Agency and the City of Lake Worth Beach](#)
- G. [Agreement with B&B Underground Construction, Inc. for construction of the Wastewater Pump Station Nos. 12 and 14 Improvements Project](#)
- H. [Sixth Amendment to the agreement with Vantage Services Consulting LLC](#)
- I. [Agreement between Property Registration Champions, LLC, dba PROCHAMPS for vacant, abandoned and foreclosed property registration](#)

NEW BUSINESS:

- A. [Resolution No. 11-2020 - Mayor's and City Manager's Emergency Powers](#)

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

ADJOURNMENT:

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)

Issues Forum

Objective:

The Multi-Jurisdictional Issues Coordination Forum was established by interlocal agreement in October 1993. The intent is to achieve consensus building through identification and potential resolution of multi-jurisdictional issues. This is done by providing a place to go to for consensus building, research and debate such issues, and providing direction on the steps to address, resolve, or implement a program to do so. In addition, the Issues Forum can take a countywide position on multi-jurisdictional and growth management needs at the County, Regional, and State level. The intent is also to have a place to provide input to proposed countywide legislation prior to its drafting and to provide clarification and technical assistance in understanding Regional and State initiatives.

Organization:

Primarily the purpose of the Forum is education and communication through receipt and review of “white papers” developed by ad-hoc committees, presentations, and review of actions taken by the Executive Committee. The intent is to then discuss within each local government and take appropriate action.

Powers:

Single vote per member, providing everyone a voice, to accept, veto, or modify an action of the Executive Committee by at 2/3 of members present and voting and to raise an item of potential multi-jurisdictional significance.

Meetings:

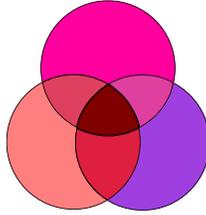
The Forum will meet quarterly – the first date for the relaunch will be December 19, 2019 at 3:00 pm at the Village of Palm Springs Council Chambers.

Potential dates for 2020 are - January 30, April 30, July 30, and October 29

Previous Issues Addressed:

School Concurrency, School Siting, and School Safety Plans; Water Plans, Aquifer Storage and Recovery, Biosolids Pelletization; Level of Service for Traffic, Fire Rescue, Library Service; Emergency Management Plans, Hurricane Shelter Capacity, Post Disaster Redevelopment, HazMat; Growth Management Reform, Annexation, Mediation; Beach Funding, Bus Shelters, Communication Towers, and Utility Relocation.

**Palm Beach County
Intergovernmental Coordination
Program - Clearinghouse**



**9835-16 Lake Worth Road Suite 223
Lake Worth, FL 33467
(561) 434-2575/ Fax (561) 434-4513**

To: Members of the Issues Forum
From: Anna Yeskey, Clearinghouse Coordinator
Date: December 9, 2019
Subject: Meeting, **December 19, 2019 3:00 p.m.** Palm Springs Council Chambers

AGENDA

- I. Call Meeting To Order
- II. Roll Call/Establishment of Quorum
- III. Approval of Minutes – N/A
- IV. Comments By the Chair
- V. Presentations/Reports/Discussion
 - A. General Overview of Issues Forum
 - B. Regional Transportation Network/Mobility Plans
 - C. Housing
 - D. Sea Level Rise/Water Issues
 - E. Hurricane Preparation
 - F. Future Meeting Dates
- VI. Comments From Members
 - A. Consideration of potential items of multi-jurisdictional significance from the floor
- VII. Adjourn

Issues Forum – 2019 Palm Beach County

1. Regional Transportation Network / Mobility Plans

- a. Multi-jurisdictional significance: As municipalities have increasingly sought to move towards adopting their own individual city mobility plans, the impact of these changes will be on a countywide level.
- b. The issue is not being adequately addressed at present: Currently, municipalities are seeking to repeal the County's transportation concurrency, proportionate fair-share and road impact fees without working with the County to formulate an acceptable system and supporting methodology for all communities.
- c. The Forum is the appropriate place to address the issue: Working collaboratively with all local governments to explore options to update and/or modify the existing Road Impact Fee system to address these changing needs would be appropriate at the Issues Forum.

2. Housing

- a. Multi-jurisdictional significance: In an effort to increase housing that is affordable, attainable and appropriate in Palm Beach County, the housing crisis rises to a multi-jurisdictional significance since it is not just one local government having to find solutions for housing to maintain a sustainable community but rather all local governments experiencing the lack of affordable housing.
- b. The issue is not being adequately addressed at present: While there are efforts underway from the Housing Steering Committee led by private sector, industry and non-profit organizations, the municipalities and the county could collaboratively work towards a solution to the housing crisis which have countywide impacts.
- c. The Forum is the appropriate place to address the issue: This effort requires broad participation from all local governments, including policy makers to make difficult decisions.

3. Sea Level Rise / Water Issues

- a. Multi-jurisdictional significance: Sea level rise is a countywide issue that not only affects the coastal communities through more frequent high-tide flooding events but could also affect inland communities as stormwater management systems are at risk of failing to meet capacity needs.
- b. The issue is not being adequately addressed at present: While the County is tasked to mitigate climate change impacts and develop adaptation strategies, it will need the support and cooperation of all communities to take part in, and be on board with, the resulting initiatives.
- c. The Forum is the appropriate place to address the issue: The Office of Resilience is currently working with some participating municipalities but would benefit from having the discussion at the Issues Forum level.

4. Hurricane Preparation

- a. Multi-jurisdictional significance: Hurricane preparation requires the input and cooperation of all jurisdictions within Palm Beach County.
- b. The issue is not being adequately addressed at present: While there are many participating municipalities working with the County through the damage assessment process, we need to address all cities and their damage assessment requirements and timing for reports at the time of an emergency event.
- c. The Forum is the appropriate place to address the issue: Through the Forum, Elected officials could discuss strategies for disseminating information and direct staff responsible for the damage assessment to participate in a countywide training for ensuring proper FEMA documentation.

EXECUTIVE BRIEF SPECIAL MEETING

AGENDA DATE: March 19, 2020

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 08-2020 – FY 2020 – 2021 Community Development Block Grant application

SUMMARY:

The resolution authorizes the submission of an application to Palm Beach County for funding under the FY 2020-2021 Community Development Block Grant Program in the estimated amount of \$235,870 for improvements to Howard Park located at 1699 Wingfield Street.

BACKGROUND AND JUSTIFICATION:

The Palm Beach County Department of Housing and Economic Sustainability (DHES) has announced the starting date of the planning process for its Consolidated Plan One Year Plan for Fiscal Year 2020-2021. In furtherance of this process, DHES has announced that it is accepting applications from eligible applicants for Fiscal Year 2020–2021 Community Development Block Grant (CDBG) program funding. By participating in the Palm Beach Urban County Partnership program and by having an approved CDBG Target Area, the City will have access to a formula-based CDBG allocation that is estimated to be \$235,870. This funding is subject to availability from HUD and approval by the Board of County Commissioners.

As a sub-recipient under the County's CDBG program, the City can submit one application for one eligible activity under the CDBG regulations set forth at 24 CFR Part 570, as allowed by the County. The eligible activity must further meet one of the three National Objectives of the CDBG program, that include providing a benefit to low- and moderate-income persons, aiding in the prevention of slum and blight, and meeting an urgent community development need.

Pursuant to discussion provided by participants at a public meeting on February 27, 2020, the City's proposed use of FY 2020-2021 CDBG funding will be for improvements to Howard Park. Planned improvements at this time include resurfacing the basketball courts, reconstruction of the bathrooms, replacement of the existing pavilion, installation of a new playground, installation of new benches with tables, replacement of the existing fencing, and installation of sod and mulch. Additional public input will be gathered at the March 2020 District 1 community meeting to determine the final scope of work for the project.

Public facilities and improvements is an eligible CDBG activity. The service area of the public facility is located within the CDBG Target Area, thereby providing a presumed benefit to low- and moderate-income persons.

The City's application is due to the County by its extended deadline of March 20, 2020,

MOTION:

Move to approve/disapprove Resolution No. 08-2020 authorizing the submission of the City's FY 2020 Community Development Block Grant program application to Palm Beach County.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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RESOLUTION NO. 08-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO PALM BEACH COUNTY FOR FISCAL YEAR 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR IMPROVEMENTS TO HOWARD PARK LOCATED AT 1699 WINGFIELD STREET WITHIN THE LAKE WORTH TARGET AREA IN THE ESTIMATED AMOUNT OF \$235,870; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Palm Beach County, as an eligible Urban County, receives an annual statutory formula allocation of Community Development Block Grant (CDBG) Program funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City participates in the Palm Beach County CDBG Urban County Program by entering into an Interlocal Agreement with Palm Beach County and is thereby eligible for receipt of its portion of the formula allocation of Fiscal Year 2020-2021 CDBG funds in an estimated amount of \$235,870; and

WHEREAS the aforementioned funding is subject to availability from HUD and approval by the Board of County Commissioners; and

WHEREAS, Palm Beach County has announced that the City can submit one application for the aforementioned Fiscal Year 2020-2021 Community Development Block Grant Program funding to be used for an eligible activity under the CDBG Program as set forth at 24 CFR Part 570; and

WHEREAS, public facilities and improvements is an eligible activity under CDBG Program regulations at 24 CFR 570.201(a); and

WHEREAS the City intends to make necessary improvements to Howard Park located at 1699 Wingfield Street; and

WHEREAS, the service area of the City’s proposed activity is located within the Lake Worth Beach CDBG Target Area and thereby meets a National Objective of the CDBG program of providing a benefit to low and moderate income persons; and

WHEREAS, the City desires to submit an application to Palm Beach County for Fiscal Year 2020-2021 CDBG funding in the estimated amount of \$235,870 for improvements to Howard Park.

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the submission of an application to Palm Beach for Fiscal Year 2020-2021 CDBG funding in the estimated amount of \$235,870 for improvements to Howard Park located at 1699 Wingfield Street.

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SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes Michael Bornstein, City Manager, to execute the City's application for Fiscal Year 2020-2021 CDBG funding from Palm Beach County.

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

SECTION 4: This resolution shall become effective upon adoption.

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

- Mayor Pam Triolo
- Vice Mayor Andy Amoroso
- Commissioner Scott Maxwell
- Commissioner Omari Hardy
- Commissioner Herman Robinson

The Mayor thereupon declared this resolution duly passed and adopted on the 19th day of March, 2020.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

EXECUTIVE BRIEF SPECIAL MEETING

AGENDA DATE: March 19, 2020

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 09-2020 – Healthier Lake Worth Beach grant application

SUMMARY:

The resolution approves submission of the City's application to Healthier Lake Worth Beach requesting \$20,000 in grant funding for improvements to the Royal Poinciana neighborhood park. Specifically, these grant funds will be used for the installation of a futsal court in the park.

BACKGROUND AND JUSTIFICATION:

Healthier Lake Worth Beach provides funding and other resources to support eligible applicants to improve the environment of the neighborhoods of Lake Worth Beach and to promote behaviors that positively impact the overall health and well-being of its residents. These resources can be used for social, cultural, economic, recreational, safety and environmental purposes that benefit the local community.

Resolution No. 09-2020 approves and authorizes the submission of the City's application to Healthier Lake Worth Beach for \$20,000 in grant funds to assist with the development of the Royal Poinciana neighborhood park. Specifically, these funds will be utilized for the installation of a futsal court in the park.

MOTION:

Move to approve/disapprove Resolution 09-2020 to approve and authorize the submission of a grant application to Healthier Lake Worth Beach for \$20,000 in grant funding to assist with the development of the Royal Poinciana neighborhood park

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution 09-2020

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RESOLUTION NO. 09-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO HEALTHIER LAKE WORTH BEACH FOR \$20,000 IN GRANT FUNDS FOR IMPROVEMENTS TO DEVELOP THE ROYAL POINCIANA NEIGHBORHOOD PARK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Healthier Lake Worth Beach provides funding and other resources to stakeholders and partners in Lake Worth Beach to improve neighborhoods and promote behaviors that positively impact the overall health and well-being of its residents; and

WHEREAS, the City is developing a park in the Royal Poinciana neighborhood for the recreational needs of its residents; and

WHEREAS the City is eligible to apply for funding from Healthier Lake Worth Beach for recreational purposes that benefit the local community; and

WHEREAS, the City desires to submit an application to Healthier Lake Worth Beach for grant funds in the amount of \$20,000 for improvements necessary to develop Royal Poinciana Park.

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the submission of an application to Healthier Lake Worth Beach for grant funding in the amount of \$20,000 for improvements necessary to develop the Royal Poinciana neighborhood park.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the acceptance of these funds, if awarded, for this purpose.

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

SECTION 4: This resolution shall become effective upon adoption.

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

- 41 Mayor Pam Triolo
- 42 Vice Mayor Andy Amoroso
- 43 Commissioner Scott Maxwell
- 44 Commissioner Omari Hardy
- 45 Commissioner Herman Robinson

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The Mayor thereupon declared this resolution duly passed and adopted on the 19th day of March, 2020.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

EXECUTIVE BRIEF SPECIAL MEETING

AGENDA DATE: March 19, 2020

DEPARTMENT: City Manager

TITLE:

Resolution No. 10-2020 – Census Rapid Response grant application

SUMMARY:

The resolution approves submission of the City's application to the National League of Cities requesting \$40,000 in grant funding under the Census Rapid Response grant program. These funds will be utilized by the City to implement "Get Out the Count" activities to reach historically undercounted communities.

BACKGROUND AND JUSTIFICATION:

The National League of Cities provides funding under its Census Rapid Response grant program to cities and other eligible applicants to increase efforts for "Get Out the Count" activities to reach out to historically undercounted communities. These undercounted populations include persons at or below poverty, persons receiving public assistance, concentrations of minority groups, concentrations of immigrants and migrant workers, linguistically isolated communities, and areas with high concentrations of low educational attainment.

Resolution No. 10-2020 approves and authorizes the submission of the City's application to the National League of Cities (NLC) for \$40,000 in Census Rapid Response grant funds to assist with efforts to reach these historically undercounted populations in Lake Worth Beach for the 2020 Census count. Planned uses of these funds include purchasing mobile tablets and devices for website entry, creating census kiosks to be set up around the City, hosting census response outreach events with food, prizes, etc. to encourage attendance, and printing multi-lingual posters, fliers, door hangers, and buttons for "Get Out the Count" activities in these hard to count neighborhoods.

The City's application was submitted on March 6, 2020. This was necessary as applications are being accepted by NLC on a rolling, first come, first served basis until available funding is exhausted.

MOTION:

Move to approve/disapprove Resolution No. 10-2020 to approve and authorize the submission of a grant application to the National League of Cities for \$40,000 in grant funding under the Census Repaid Response program to assist with outreach efforts to involve historically undercounted populations in the City in the 2020 Census count.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution 10-2020

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RESOLUTION NO. 10-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NATIONAL LEAGUE OF CITIES FOR \$40,000 IN GRANT FUNDS UNDER THE CENSUS RAPID RESPONSE PROGRAM FOR EFFORTS TO REACH HISTORICALLY UNDERCOUNTED POPULATIONS IN THE CITY FOR THE 2020 CENSUS COUNT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the National League of Cities provides funding to cities and other eligible applicants under its Census Rapid Response program to assist with efforts to reach out to historically undercounted communities for the 2020 Census count; and

WHEREAS, the City is undertaking a determined effort to accurately count all residents for the 2020 Census; and

WHEREAS the City is eligible to apply for funding under the Census Rapid Response program to support outreach efforts to undercounted populations in the City that include persons at or below poverty, members of minority groups, immigrants, migrants, members of linguistically isolated communities and persons with low educational attainment; and

WHEREAS, the City desires to submit an application to the National League of Cities for Census Rapid Response program grant funds in the amount of \$40,000 for bolstering its efforts to reach these historically undercounted populations in Lake Worth Beach.

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the submission of an application to the National League of Cities for Census Rapid Response grant funding in the amount of \$40,000 to support efforts to reach historically undercounted populations in Lake Worth Beach for the 2020 Census count.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the acceptance of these funds, if awarded, for this purpose.

SECTION 3: Upon execution of the resolution, one copy shall be provided to the City manager’s Office. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 4: This resolution shall become effective upon adoption.

EXECUTIVE BRIEF SPECIAL MEETING

AGENDA DATE: March 19, 2020

DEPARTMENT: Electric Utility

TITLE:

Second Amendment to Work Order No.1 with the L.E. Myers Co., for Phase 1 1W13 System Hardening

SUMMARY:

This Second Amendment to Work Order No. 1 authorizes The L.E. Myers Co, to complete construction services for Phase – 1 of the 1W13 System Hardening project in the amount not to exceed \$81,630

BACKGROUND AND JUSTIFICATION:

On April 2, 2019, the City Commission approved Work Order No. 1 with The L.E. Myers Co. for System Hardening construction services for Phase 1 of the 1W13 circuit.

The System Hardening and Reliability Improvement Project (SHRIP) plan development and construction for Phase 1 of the 1W13 circuit included consideration for optimal construction costs and feasibility, performing wind-loading analysis, system reliability, future expansion, maintenance costs and safety. Project benefits include; increased resiliency to wind-storm events, increase in system capacity, decrease in overloaded circuits and equipment and reduction in maintenance costs.

On January 7, 2020, the City Commission approved the First Amendment to Work Order No. 1 with the L.E. Myers Co. for additional construction services required to complete Phase 1 of the 1W13 System Hardening Project.

During the final stages of construction, the Electric Utility requested a proposal from The L.E. Myers Co. to remove all stubbed poles which do not have franchise communication facilities attached. In addition, the Electric Utility has requested L.E. Myers to install animal guard on all wood poles installed as part of this hardening project. The animal guards or pole wrap, is a smooth plastic material that is wrapped around the pole and installed on each pole in multiple locations. The pole wrap is used to deter animals such as iguanas from climbing the poles and has proven to be useful in mitigating animal related outages. A change order to existing Purchase Order No. 182034 will be completed upon commission approval.

ACTION:

Move to approve/disapprove Second Amendment to Work Order No. 1 to The L.E. Myers Co. for Phase 1 – 1W13 System Hardening construction services at a cost not to exceed \$81,630.

ATTACHMENT(S):

Fiscal Impact Analysis
Second Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$81,630	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 \$81,630	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531.63.15	Improve Other than Build/Infrastructure	SH1802	\$4,582,688	\$2,175,001	-\$81,630	\$2,093,371

SECOND AMENDMENT TO WORK ORDER NO. 1

Additional Construction Services for the 1W13 Feeder Hardening

SECOND AMENDMENT TO WORK ORDER NO. 1 for System Hardening and Reliability Improvements ("Amendment" hereafter) is made on the _____ day of _____ 2020, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and The L. E. Myers Co., a Florida corporation ("Contractor").

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: **Phase 1 – 1W13 Hardening** (the "Project"). The Project is more specifically described in the proposal prepared by The L.E. Myers Co., and is incorporated herein by reference.

2.0 Scope

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

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Amendment shall be within **21** calendar days from the Effective Date of this Amendment. Final completion of all services and work (and all punch-list items (if any)) under this Amendment shall be within **30** calendar days from the Effective Date of this Amendment. The Effective Date of this Amendment is the date following the parties' execution of this Amendment and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Amendment, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Amendment and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Amendment and the Contract Documents are not completed within the times specified in this Amendment. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City 1 dollar (\$1 .00) for each day that expires after the time specified in this Amendment.

4.0 Compensation

This Amendment is issued for a not to exceed amount of \$ 81,629.16. The attached Change Order identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Amendment by the City:
None

5.0 Project Manager

The Project Manager for the Contractor is Raymond Richards, phone: 407-466-4663; email: RRichards@myqgroup.com; and, the Project Manager for the City is Jean St. Simon, phone: 561-586-1699; email: jstsimon@lakeworth.org.

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 Amendment, the Contractor makes the following representations:

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

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

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

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

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

8.0 Warranty

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

7.0 Authorization

This Second Amendment to Work Order No. 1 is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated May 15, 2018 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have made and executed this Second Amendment to Work Order No. 1 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: The L.E. Myers Co.,

By: _____

Print Name: Raymond Richards

Title: DISTRICT MANAGER

[Corporate Seal]

STATE OF Florida)
COUNTY OF Lake)

The foregoing instrument was acknowledged before me this 3rd day of March 2020, by Raymond Richards, who was physically present, as District Manager (title), of The L.E. Myers Co., which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: Elizabeth Sue Griffiths
My commission expires: 02/07/22



EXHIBIT "1"
Contractors Change Order



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

CHANGE ORDER

Project Number: SH1802 **Contractor:** The L.E. Myers Co.

Project Name: Phase 1 – 1W13 System Hardening

Change Order Number: 2

Change Order Effective Date: _____ **Contractor Phone:** 407-466-4663

Change Order Type: Lump Sum **Existing Purchase Order Number:** 182034

Description of Change:

Additional work to complete Phase 1 – 1W13 System Hardening – Remove topped Wood/Concrete Poles with no additional communication facilities and install animal guard wrap on all wood utility poles. See attached Change Order Log



Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
1	Change Order #4- Remove topped Wood/Concrete Poles with no additional communication facilities and install animal guard wrap on all wood utility poles.	1	LS		\$81,629.61
2					
3					
4					
5					
6					
7					
8					
9					
10					
	Total Amount:				\$ 81,629.61



Price of Original Contract: \$1,585,278.42 (authorized by Commission on 4/2/19 Agenda Item (# 13.E.1)

Current Price of Contract (including Change Orders): \$1,710,790.58

Price of Current Change Order: \$ 81,629.61

New Contract Price: \$1,792,420.19

Basis of Price Change: Unit Price Time & Material Lump Sum

Contract Time Change:

No Change Extended Decreased by 35 work days

The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER.

This Change Order may be executed in counterparts and is not effective until approved by either the City Manager or City Commission (as designated on the last page of this Change Order).

Reviewed and Accepted by: _____
(Contractor Name)

Contractor Representative (Signature) Title Date

Approved by: _____
Director Date



The L.E. Myers Co.
24925 State Road 46
Sorrento, FL 32776

407-466-4663 Phone

Raymond Richards
District Manager

Equal Opportunity Employer

Dear Paul,

Thank you for allowing us the opportunity to for the below referenced project. We believe we can be successful once again and while continuing to be your service provider for distribution on your system.

Scope of Work:

1. Animal Guard Pole Wrap – CLWB is requesting to have L.E. Myers install animal guards on each of the wood poles installed as part of the 1W13 PH 1 project. The work involves installing a plastic wrap on approximately 69 wood poles in a minimum of (2) locations most will require (3), one at the base of the pole approximately 6"-12" above finish ground, the second wrap will be installed approximately 6-7 ft. above finish grade and the third will be installed slightly above the communication space either above or below the Neutral as space permits. We have attached some pictures of poles that were recently wrapped along the rear of French Ave. CLWB will provide all materials.
2. Removal of topped Wood/Concrete Poles (no comm.) – as part of the 1W13 project, LEM has installed numerous concrete & wood poles, there are several concrete & wood poles in which no additional franchise utilities are attached. CLWB is requesting to have LEM remove the poles in which no additional franchise utilities are attached. Below is a summary of counts by location.
 - a) Lake Worth Road (North)– approx. 12 wood poles & approx. 2-3 concrete poles.
 - b) Lake Worth Road (South)– approx. 2-3 wood poles & approx. 6 concrete poles.
 - c) Lake Osbourne Dr. 1 guy pole on corner of Akron.

Clarifications:

- 1.) All Material will be available prior to the start of work.
- 2.) Estimate does not include down time, any lost timed incurred will be billed with T&E rates.
- 3.) All poles will be disposed of at Lake Worth Facilities.

Animal Guard & Pole Pulling Pricing Summary:

Labor	\$39,315.35
Equipment	\$22,514.26
Subs	\$19,800.00

Total Lump Sum Price Of - \$81,629.61

Pricing includes:

- (10) Total days;
 - (4) four days, animal wrap installation.
 - (3) three days, wood pole removal.
 - (3) three days, concrete pole removal.

- (1) one (4) four-man crew, working (5) five days per week, M-F. (10) ten hours per day.

- Equipment;
 - Pick-up
 - 55' bucket
 - Line truck
 - Pole trailer
 - Air compressor x2
 - Dump trailer

- MOT, Lane closures, 10 days.

We hope this meets with your approval. If you have any questions, do not hesitate to contact Raymond Richards @ 407-466-4663.

Sincerely,
The L. E. Myers Co.

Raymond Richards
District Manager

EXECUTIVE BRIEF SPECIAL MEETING

AGENDA DATE: March 19, 2020

DEPARTMENT: Water Utilities

TITLE:

Utility Easement by and between Lake Worth Beach Community Redevelopment Agency and the City of Lake Worth Beach

SUMMARY:

The Lake Worth Beach Community Redevelopment Agency, the owner of the property of 1715 N Dixie Hwy, will dedicate a 15 foot wide utility easement for a watermain extension.

BACKGROUND AND JUSTIFICATION:

The Lake Worth Beach Community Redevelopment Agency which owns 1715 N Dixie Hwy is willing to dedicate a 15-foot wide utility easement for use in extending a watermain through the property. 1715 N Dixie Hwy was recently expanded by unity of title and added to residential parcels to the property boundary. In addition, a utility easement which ran north/south near the eastern side of the property was abandoned in the unity of title.

This proposed easement replaces the location of the former easement and moves the location to the far west property boundary making the parcel open to development. Also, the City's water utilities increased the size of the watermain in the area to provide for increased development and fire protection.

The easement is dedicated to provide unrestricted access to the City of Lake Worth Beach for all associated utility maintenance, repair and new installations. This item provides for both legal ownership and access to the water system.

MOTION:

Move to approve/disapprove the Utility Easement by and between City of Lake Worth Beach Community Redevelopment Agency and the City of Lake Worth Beach.

ATTACHMENT(S):

Fiscal Impact Analysis – Not Applicable

Utility Easement

Map

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

UTILITY EASEMENT

THIS UTILITY EASEMENT is made this ____ day of _____ 20__, by and between Lake Worth Beach Community Redevelopment Agency ("Grantor") and **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation ("City").

WITNESSETH

WHEREAS, the Grantor is the owner of property generally located at 1715 North Dixie Highway, Lake Worth Beach, Florida, and as legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

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

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

WHEREAS, the Grantor is willing to grant such easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and other valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor and the City, the Grantor grants unto the City, its licensees, agents, successors and assigns:

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

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

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

Signed, sealed and delivered
In the presence of:

[Signature]

Signature of Witness

Chris Dabros

Printed Name of Witness

[Signature]

Signature of Witness

Joseph Oliva

Printed Name of Witness

Lake Worth Beach CRA (Owner)

[Signature]

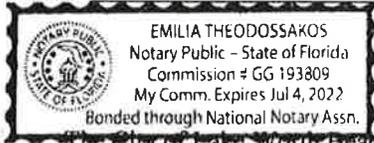
Print Name: Joan Oliva

Print Title: Director of Lake Worth Beach CRA

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 21 day of FEBRUARY, 2020, by JOAN OLIVA, who is personally known to me or who has produced _____ as identification and who did not take an oath.



[Signature]
Notary Public

The City of Lake Worth Beach accepted the foregoing Easement on _____, 20__.

City of Lake Worth Beach

Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Deborah M. Andrea, City Clerk

Christy J. Goddeau, City Attorney

pas slc/2

EXHIBIT "A"
Legal Description of Property

Lake Worth Heights LT 1 (Less E 2.5 FT N Dixie Hwy & TRGLR PAR
R/WS) & LTS 2 & 3 BLK D & LT 1 (Less E 2.5 FT N Dixie Hwy & TRGLR
PAR R/WS), LTS 2 & 3 & E 1/2 of LT 4 BLK E

EXHIBIT "B"
Legal Description and Survey of Easement Area

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

David A Bower
 Digitally signed
 by David A
 Bower
 Date: 2020.02.10
 13:59:13 -05'00'



DAVID A. BOWER
 PROFESSIONAL SURVEYOR & MAPPER
 STATE OF FLORIDA
 CERTIFICATE NO. LS 5888

DESCRIPTION:

A 15.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF LOT 3, BLOCK D AND A PORTION OF LOTS 3 AND 4, BLOCK E, LAKE WORTH HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 25 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3 OF SAID BLOCK D;

THENCE SOUTH 89°55'10" EAST ALONG THE NORTH LINE OF SAID LOT 3 (AS A BASIS OF BEARINGS), A DISTANCE OF 15.00 FEET TO A POINT BEING ON A LINE LYING 15.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID LOT 3;

THENCE SOUTH 00°00'02" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 190.38 FEET TO A POINT BEING ON A LINE LYING 15.00 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID BLOCK E;

THENCE NORTH 89°55'11" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 25.00 FEET TO A POINT BEING ON A LINE LYING 15.00 FEET EAST OF THE WEST LINE OF THE EAST ONE HALF OF LOT 4 OF SAID BLOCK E;

THENCE SOUTH 00°00'02" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 160.38 FEET TO A POINT BEING ON THE SOUTH LINE OF SAID LOT 4;

THENCE NORTH 89°55'17" WEST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 15.00 FEET TO A POINT BEING ON THE WEST LINE OF THE EAST ONE HALF OF SAID LOT 4;

Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Email: survey@djlasurevey.net

SKETCH & DESCRIPTION FOR: THE CITY OF LAKE WORTH BEACH		
DRAWN: MT	SCALE: N/A	DATE: 02/05/20
CHK: DAB	JOB# 17-125-3B SD	SHEET: 1 OF 5

DESCRIPTION (CONTINUED):

THENCE NORTH 00°00'02" WEST ALONG THE WEST LINE OF THE EAST ONE HALF OF SAID LOT 4, A DISTANCE OF 175.38 FEET TO A POINT BEING ON THE NORTH LINE OF SAID BLOCK E;

THENCE SOUTH 89°55'11" EAST ALONG THE NORTH LINE OF SAID BLOCK E, A DISTANCE OF 25.00 FEET TO A POINT BEING ON THE WEST LINE OF SAID LOT 3;

THENCE NORTH 00°00'02" WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 175.38 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 5,636 SQUARE FEET MORE OR LESS.

SURVEYORS NOTE:

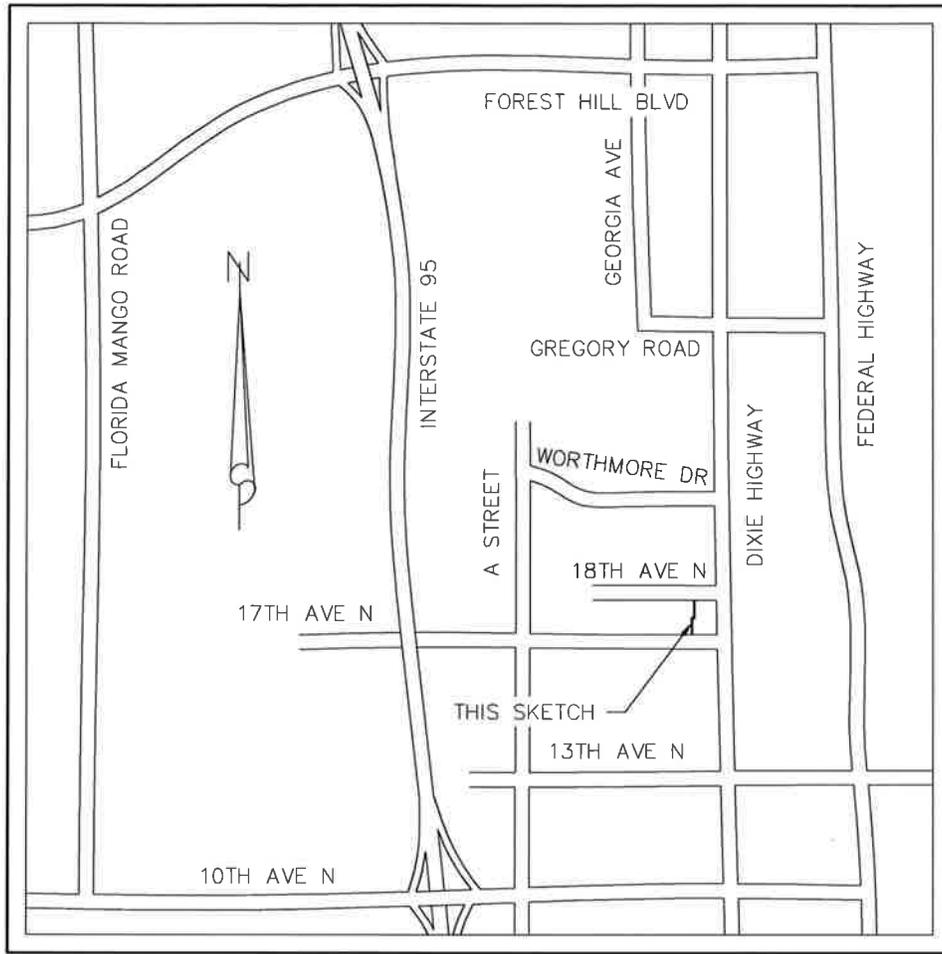
1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE NORTH LINE OF LOT 3, BLOCK D, LAKE WORTH HEIGHTS, ACCORDING TO TO PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 25 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LINE BEING MONUMENTED AND HAVING A BEARING OF SOUTH 89°55'10" EAST.
2. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
3. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS (DAVID A. BOWER) LICENSE NUMBER IS LS #5888.
4. THIS IS NOT A SURVEY.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Email: survey@djlasurvey.net

SKETCH & DESCRIPTION
FOR: THE CITY OF LAKE WORTH BEACH

DRAWN: MT	SCALE: N/A	DATE: 02/05/20
CHK: DAB	JOB# 17-125-3B SD	SHEET: 2 OF 5



LOCATION MAP

(NOT TO SCALE)

LEGEND:

PG. PAGE
P.B. PLAT BOOK
P.B.C. PALM BEACH COUNTY
P.B.C.R. PALM BEACH COUNTY RECORDS
± MORE OR LESS

PLAT LEGEND:

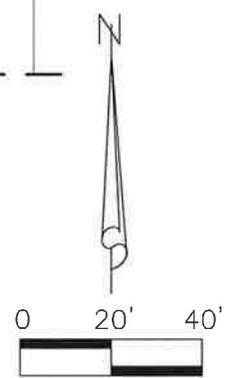
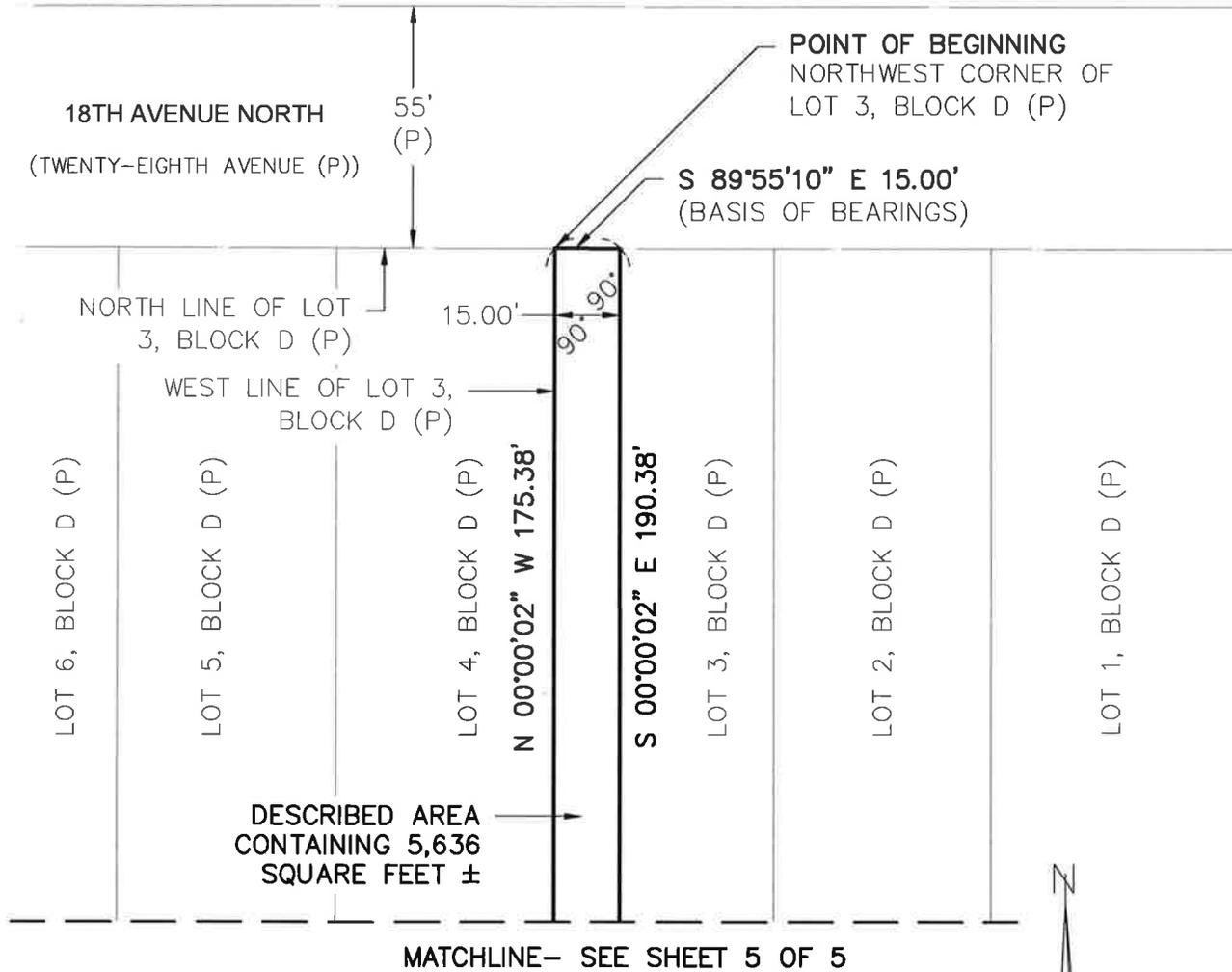
(P) LAKE WORTH HEIGHTS
(P.B. 7, PG. 25, P.B.C.R.)

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Email: survey@djlasurevey.net

**SKETCH & DESCRIPTION
FOR: THE CITY OF LAKE WORTH BEACH**

DRAWN: MT	SCALE: N/A	DATE: 02/05/20
CHK: DAB	JOB# 17-125-3B SD	SHEET: 3 OF 5



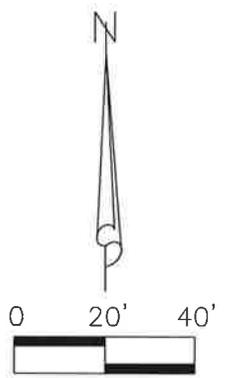
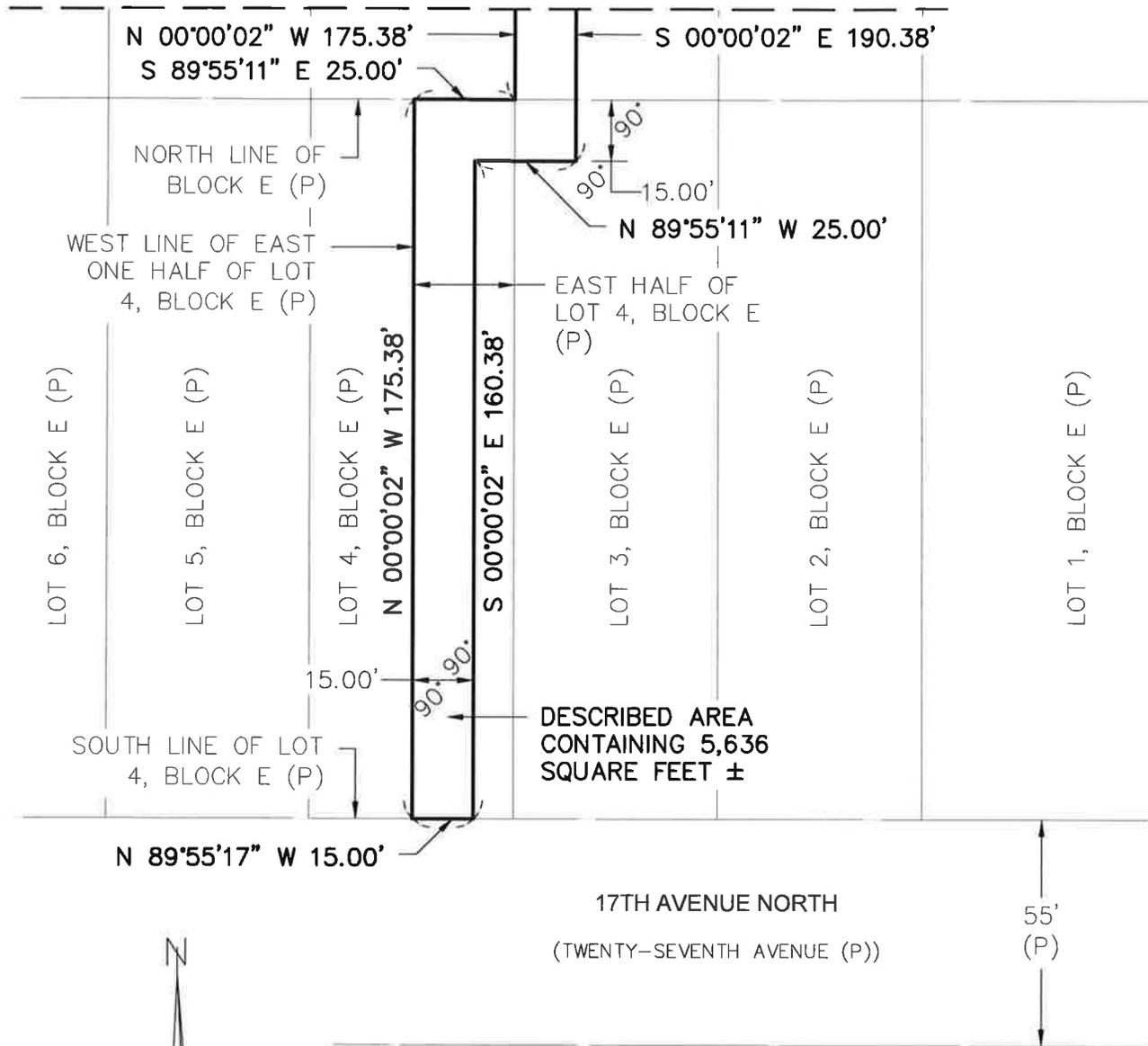
GRAPHIC SCALE IN FEET
SCALE: 1" = 40'

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Email: survey@djlasurvey.net

**SKETCH & DESCRIPTION
FOR: THE CITY OF LAKE WORTH BEACH**

DRAWN: MT	SCALE: 1"=40'	DATE: 02/05/20
CHK: DAB	JOB# 17-125-3B SD	SHEET: 4 OF 5

MATCHLINE— SEE SHEET 4 OF 5



GRAPHIC SCALE IN FEET
SCALE: 1" = 40'

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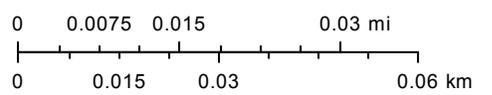
SKETCH & DESCRIPTION FOR: THE CITY OF LAKE WORTH BEACH		
DRAWN: MT	SCALE: 1"=40'	DATE: 02/05/20
CHK: DAB	JOB# 17-125-3B SD	SHEET: 5 OF 5

38434416060140010



March 6, 2020

1:1,128



EXECUTIVE BRIEF SPECIAL MEETING

AGENDA DATE: March 19, 2020

DEPARTMENT: Water Utilities

TITLE:

Agreement with B&B Underground Construction, Inc. for construction of the Wastewater Pump Station Nos. 12 and 14 Improvements Project

SUMMARY:

This Agreement authorizes B&B Underground Construction, Inc. to construct the Wastewater Pump Station No. 12 Improvement Project in the amount of \$570,940.00. The agreement includes an option for an amendment to construct Wastewater Pump Station No. 14 in the amount of \$291,340.00.

BACKGROUND AND JUSTIFICATION:

The Wastewater Pump Station Nos. 12 and 14 Improvements Project design was completed and advertised soliciting bids under IFB 20-100. Six bids were received. The lowest responsive bid for Pump Station No 12 & Pump Station No. 14 for the sum of \$862,280.00 was from B&B Underground Construction, Inc. Holtz Consulting Engineers, Inc. is recommending award of the Bid to B&B Underground Construction, Inc. as the lowest responsible, responsive bidder.

The Agreement awards the Pump Station No. 12 project now and reserves the right to award Pump Station 14 at a later date that will conform to the bid agreement. B&B Underground Construction, Inc. remains the lowest bidder on both project sites individually on the bid tab. Therefore, the total cost of the contract award to B&B Underground Construction, Inc. for Pump Station 12 is \$570,940.00.

Should project funding become available for Pump Station 14 and per the articles of the agreement, an amendment can be awarded within 120 day of this effective date of the agreement for the amount of \$291,340.00.

MOTION:

Move to approve/disapprove the Agreement with B&B Underground Construction, Inc. for Wastewater Pump Station Nos. 12 & 14 Improvements Project in the amount of \$570,940.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Bid Tab
Bid Recommendation
Agreement
Bonds

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	570,940	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	570,940	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
426-7490-535.62-20	Regional Sewer – Improve buildings and structures	RS 1801			570,940.00	

C. Department Fiscal Review: _____

Brian Shields, P.E. – Director
 Bruce Miller – Finance Director
 Christy Goddeau – City Attorney
 Michael Bornstein – City Manager

Bid Tabulation
IFB 20-100 Lift Stations Nos. 12 and 14 Improvements
 1/21/2020 - 3:00 PM E.S.T.

ITEM	Description	B & B Underground Construction, Inc.				Hinterland Group, Inc.				Intercounty Engineering, Inc.				Southern Underground Industries, Inc.				Foster Marine Contractors, Inc.				TLC Diversified, Inc.			
		Unit of Measure	Estimated Quantity	Unit Price	Total	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit of Measure	Estimated Quantity	Unit Price	Total
Lift Station No. 12																									
1	Mobilization, Demobilization, Bonds and Insurance	LS	1	\$50,000.00	\$50,000.00	LS	1	\$35,000.00	\$35,000.00	LS	1	\$28,000.00	\$28,000.00	LS	1	\$30,000.00	\$30,000.00	LS	1	\$60,000.00	\$60,000.00	LS	1	\$73,000.00	\$73,000.00
2	Record Drawings	LS	1	\$2,000.00	\$2,000.00	LS	1	\$6,500.00	\$6,500.00	LS	1	\$6,100.00	\$6,100.00	LS	1	\$6,000.00	\$6,000.00	LS	1	\$12,000.00	\$12,000.00	LS	1	\$7,000.00	\$7,000.00
3	Audio-Video Documentation	LS	1	\$500.00	\$500.00	LS	1	\$1,500.00	\$1,500.00	LS	1	\$760.00	\$760.00	LS	1	\$760.00	\$760.00	LS	1	\$2,000.00	\$2,000.00	LS	1	\$1,000.00	\$1,000.00
4	Demolition of Existing Pump Building, Wet Well, and Electrical Items	LS	1	\$31,600.00	\$31,600.00	LS	1	\$75,000.00	\$75,000.00	LS	1	\$58,000.00	\$58,000.00	LS	1	\$59,000.00	\$59,000.00	LS	1	\$44,000.00	\$44,000.00	LS	1	\$49,000.00	\$49,000.00
5	6" Diameter Concrete Wet Well with Agruliner	EA	1	\$121,000.00	\$121,000.00	EA	1	\$126,000.00	\$126,000.00	EA	1	\$111,800.00	\$111,800.00	EA	1	\$113,000.00	\$113,000.00	EA	1	\$134,000.00	\$134,000.00	EA	1	\$207,000.00	\$207,000.00
6	8" HDPE Wet Well Discharge Downpipe	LF	40	\$2,200.00	\$88,000.00	LF	40	\$500.00	\$20,000.00	LF	40	\$410.00	\$16,400.00	LF	40	\$410.00	\$16,400.00	LF	40	\$230.00	\$9,200.00	LF	40	\$290.00	\$11,600.00
7	8" Diameter Wet Well Top Stab, Hatch Cover Frame, Cover, Safety Grate, and Vent Pipe	LS	1	\$7,700.00	\$7,700.00	LS	1	\$12,000.00	\$12,000.00	LS	1	\$24,800.00	\$24,800.00	LS	1	\$26,000.00	\$26,000.00	LS	1	\$17,000.00	\$17,000.00	LS	1	\$2,000.00	\$2,000.00
8	Concrete Valve Vault	EA	1	\$10,600.00	\$10,600.00	EA	1	\$15,000.00	\$15,000.00	EA	1	\$16,750.00	\$16,750.00	EA	1	\$17,000.00	\$17,000.00	EA	1	\$16,000.00	\$16,000.00	EA	1	\$23,000.00	\$23,000.00
9	8" DIP Emergency Bypass Assembly with CamLock	EA	1	\$150.00	\$150.00	EA	1	\$2,500.00	\$2,500.00	EA	1	\$5,800.00	\$5,800.00	EA	1	\$5,800.00	\$5,800.00	EA	1	\$5,600.00	\$5,600.00	EA	1	\$5,000.00	\$5,000.00
10	8" PVC C-800 Force Main	LF	175	\$40.00	\$7,000.00	LF	175	\$120.00	\$21,000.00	LF	175	\$43.00	\$7,525.00	LF	175	\$43.00	\$7,525.00	LF	175	\$75.00	\$13,125.00	LF	175	\$65.00	\$11,375.00
11	10" PVC C-800 Force Main	LF	65	\$40.00	\$2,600.00	LF	65	\$152.00	\$10,400.00	LF	65	\$152.00	\$9,880.00	LF	65	\$150.00	\$9,750.00	LF	65	\$150.00	\$9,750.00	LF	65	\$290.00	\$18,850.00
12	Mechanical Joint Ductile Iron Fittings	Tons	0.34	\$10,000.00	\$3,400.00	Tons	0.34	\$15,000.00	\$5,100.00	Tons	0.34	\$15,900.00	\$5,406.00	Tons	0.34	\$17,000.00	\$5,780.00	Tons	0.34	\$27,715.00	\$9,423.10	Tons	0.34	\$31,000.00	\$10,540.00
13	Temporary Bypass Pumping and Piping Assembly	LS	1	\$11,500.00	\$11,500.00	LS	1	\$15,000.00	\$15,000.00	LS	1	\$33,650.00	\$33,650.00	LS	1	\$29,000.00	\$29,000.00	LS	1	\$29,000.00	\$29,000.00	LS	1	\$22,000.00	\$22,000.00
14	Concrete Lift Station Ped	Sq. Ft.	1000	\$7.00	\$7,000.00	Sq. Ft.	1000	\$12.00	\$12,000.00	Sq. Ft.	1000	\$25.00	\$25,000.00	Sq. Ft.	1000	\$25.00	\$25,000.00	Sq. Ft.	1000	\$13.00	\$13,000.00	Sq. Ft.	1000	\$25.00	\$25,000.00
15	Connection to Existing Wastewater Force Main	EA	2	\$3,500.00	\$7,000.00	EA	2	\$3,400.00	\$6,800.00	EA	2	\$1,100.00	\$2,200.00	EA	2	\$1,160.00	\$2,320.00	EA	2	\$3,500.00	\$7,000.00	EA	2	\$1,000.00	\$2,000.00
16	Deactivation, Flushing, Grouting of Existing Pipe	LF	100	\$35.00	\$3,500.00	LF	100	\$35.00	\$3,500.00	LF	100	\$140.00	\$14,000.00	LF	100	\$140.00	\$14,000.00	LF	100	\$46.00	\$4,600.00	LF	100	\$75.00	\$7,500.00
17	18"HP Submersible Pump and Appurtenances	EA	2	\$14,130.00	\$28,260.00	EA	2	\$24,000.00	\$48,000.00	EA	2	\$30,200.00	\$60,400.00	EA	2	\$31,000.00	\$62,000.00	EA	2	\$24,000.00	\$48,000.00	EA	2	\$30,000.00	\$60,000.00
18	Black Vinyl-Coated Chain-Link Fence with Privacy Slats	LF	130	\$65.00	\$8,450.00	LF	130	\$75.00	\$9,750.00	LF	130	\$115.00	\$14,950.00	LF	130	\$117.00	\$15,210.00	LF	130	\$65.00	\$8,450.00	LF	130	\$75.00	\$9,750.00
19	Black Vinyl-Coated Chain-Link Rolling Gate with Privacy Slats	EA	1	\$4,500.00	\$4,500.00	EA	1	\$3,200.00	\$3,200.00	EA	1	\$4,500.00	\$4,500.00	EA	1	\$4,500.00	\$4,500.00	EA	1	\$5,500.00	\$5,500.00	EA	1	\$2,000.00	\$2,000.00
20	New Water Service with Backflow Preventer	LS	1	\$2,300.00	\$2,300.00	LS	1	\$2,800.00	\$2,800.00	LS	1	\$6,300.00	\$6,300.00	LS	1	\$6,300.00	\$6,300.00	LS	1	\$1,350.00	\$1,350.00	LS	1	\$3,000.00	\$3,000.00
21	8" Plug Valve	EA	3	\$1,800.00	\$5,400.00	EA	3	\$2,500.00	\$7,500.00	EA	3	\$2,700.00	\$8,100.00	EA	3	\$2,700.00	\$8,100.00	EA	3	\$3,200.00	\$9,600.00	EA	3	\$2,000.00	\$6,000.00
22	Swing Check Valve	EA	2	\$3,240.00	\$6,480.00	EA	2	\$3,400.00	\$6,800.00	EA	2	\$4,442.00	\$8,884.00	EA	2	\$4,442.00	\$8,884.00	EA	2	\$4,700.00	\$9,400.00	EA	2	\$4,000.00	\$8,000.00
23	Concrete Driveway	Sq. Yd.	35	\$60.00	\$2,100.00	Sq. Yd.	35	\$100.00	\$3,500.00	Sq. Yd.	35	\$146.00	\$5,110.00	Sq. Yd.	35	\$146.00	\$5,110.00	Sq. Yd.	35	\$178.00	\$6,160.00	Sq. Yd.	35	\$100.00	\$3,500.00
24	8" Line Stop	EA	1	\$1,000.00	\$1,000.00	EA	1	\$4,200.00	\$4,200.00	EA	1	\$9,975.00	\$9,975.00	EA	1	\$10,445.00	\$10,445.00	EA	1	\$6,200.00	\$6,200.00	EA	1	\$9,000.00	\$9,000.00
25	8" Line Stop	EA	1	\$2,000.00	\$2,000.00	EA	1	\$4,500.00	\$4,500.00	EA	1	\$11,000.00	\$11,000.00	EA	1	\$11,629.00	\$11,629.00	EA	1	\$7,800.00	\$7,800.00	EA	1	\$9,500.00	\$9,500.00
26	10" Line Stop	EA	1	\$3,000.00	\$3,000.00	EA	1	\$5,500.00	\$5,500.00	EA	1	\$12,000.00	\$12,000.00	EA	1	\$12,516.00	\$12,516.00	EA	1	\$10,000.00	\$10,000.00	EA	1	\$10,500.00	\$10,500.00
27	Soil Replacement	Sq. Yd.	150	\$10.00	\$1,500.00	Sq. Yd.	150	\$6.00	\$900.00	Sq. Yd.	150	\$5.00	\$750.00	Sq. Yd.	150	\$5.00	\$750.00	Sq. Yd.	150	\$5.00	\$750.00	Sq. Yd.	150	\$5.00	\$750.00
28	Lift Station Control Panel and Electrical Appurtenances	LS	1	\$80,300.00	\$80,300.00	LS	1	\$55,000.00	\$55,000.00	LS	1	\$114,000.00	\$114,000.00	LS	1	\$117,602.00	\$117,602.00	LS	1	\$93,000.00	\$93,000.00	LS	1	\$98,000.00	\$98,000.00
29	Lift Station Instrumentation	LS	1	\$68,700.00	\$68,700.00	LS	1	\$75,000.00	\$75,000.00	LS	1	\$53,500.00	\$53,500.00	LS	1	\$54,800.00	\$54,800.00	LS	1	\$51,500.00	\$51,500.00	LS	1	\$57,000.00	\$57,000.00
30	Grouting and Miscellaneous Restoration	LS	1	\$3,500.00	\$3,500.00	LS	1	\$4,800.00	\$4,800.00	LS	1	\$8,200.00	\$8,200.00	LS	1	\$7,900.00	\$7,900.00	LS	1	\$9,300.00	\$9,300.00	LS	1	\$3,000.00	\$3,000.00
	Subtotal			\$570,940.00				\$597,850.00				\$653,740.00				\$698,601.00				\$658,398.10				\$738,065.00	
Lift Station No. 14																									
1	Mobilization, Demobilization, Bond and Insurance	LS	1	\$29,000.00	\$29,000.00	LS	1	\$10,000.00	\$10,000.00	LS	1	\$18,000.00	\$18,000.00	LS	1	\$20,000.00	\$20,000.00	LS	1	\$32,000.00	\$32,000.00	LS	1	\$35,000.00	\$35,000.00
2	Record Drawings	LS	1	\$1,000.00	\$1,000.00	LS	1	\$4,500.00	\$4,500.00	LS	1	\$6,000.00	\$6,000.00	LS	1	\$6,150.00	\$6,150.00	LS	1	\$8,200.00	\$8,200.00	LS	1	\$7,000.00	\$7,000.00
3	Audio-Video Documentation	LS	1	\$500.00	\$500.00	LS	1	\$1,500.00	\$1,500.00	LS	1	\$574.00	\$574.00	LS	1	\$574.00	\$574.00	LS	1	\$2,200.00	\$2,200.00	LS	1	\$1,000.00	\$1,000.00
4	Demolition	LS	1	\$12,500.00	\$12,500.00	LS	1	\$20,000.00	\$20,000.00	LS	1	\$21,250.00	\$21,250.00	LS	1	\$23,000.00	\$23,000.00	LS	1	\$16,700.00	\$16,700.00	LS	1	\$15,000.00	\$15,000.00
5	6" HDPE Wet Well Discharge Downpipe	Sq. Ft.	292	\$50.00	\$14,600.00	Sq. Ft.	292	\$40.00	\$11,680.00	Sq. Ft.	292	\$65.00	\$18,980.00	Sq. Ft.	292	\$65.00	\$18,980.00	Sq. Ft.	292	\$34.00	\$9,928.00	Sq. Ft.	292	\$40.00	\$11,680.00
6	8" Diameter Wet Well Top Stab, Hatch Cover Frame, Cover, Safety Grate, and Vent Pipe	LS	1	\$11,200.00	\$11,200.00	LS	1	\$16,000.00	\$16,000.00	LS	1	\$8,200.00	\$8,200.00	LS	1	\$7,825.00	\$7,825.00	LS	1	\$19,700.00	\$19,700.00	LS	1	\$67,000.00	\$67,000.00
7	Concrete Valve Vault	EA	1	\$12,100.00	\$12,100.00	EA	1	\$14,000.00	\$14,000.00	EA	1	\$14,500.00	\$14,500.00	EA	1	\$15,430.00	\$15,430.00	EA	1	\$13,900.00	\$13,900.00	EA	1	\$21,000.00	\$21,000.00
8	8" DIP Emergency Bypass Assembly with CamLock	EA	1	\$1,000.00	\$1,000.00	EA	1	\$2,800.00	\$2,800.00	EA	1	\$3,400.00	\$3,400.00	EA	1	\$3,345.00	\$3,345.00	EA	1	\$5,000.00	\$5,000.00	EA	1	\$2,000.00	\$2,000.00
9	8" PVC C-800 Force Main	LF	20	\$110.00	\$2,200.00	LF	20	\$115.00	\$2,300.00	LF	20	\$115.00	\$2,300.00	LF	20	\$114.00	\$2,280.00	LF	20	\$244.00	\$4,880.00	LF	20	\$115.00	\$2,300.00
10	Mechanical Joint Ductile Iron Fittings	Tons	0.07	\$10,000.00	\$700.00	Tons	0.07	\$15,000.00	\$1,050.00	Tons	0.07	\$22,000.00	\$1,540.00	Tons	0.07	\$29,242.00	\$2,046.94	Tons	0.07	\$49,700.00	\$3,478.00	Tons	0.07	\$27,000.00	\$1,890.00
11	Temporary Bypass Pumping and Piping Assembly	LS	1	\$20,200.00	\$20,200.00	LS	1	\$20,000.00	\$20,000.00	LS	1	\$18,000.00	\$18,000.00	LS	1	\$20,000.00	\$20,000								



HOLTZ CONSULTING ENGINEERS, INC

February 7, 2020

Mr. Giles Rhoads, PE
Assistant Director
City of Lake Worth Beach Water Utilities
301 College Street
Lake Worth Beach, FL 33460

Subject: **Lift Station Nos. 12 and 14 Improvements
Recommendation of Award to B&B Underground Construction, Inc.**

Dear Mr. Rhoads,

On January 21, 2020 at 3:00 p.m. bids were opened for the referenced project. There were six (6) bids accepted for the project as follows:

Bidder	Bid Amount
B&B Underground Construction, Inc.	\$862,280.00
Hinterland Group, Inc.	\$872,130.00
Intercounty Engineering, Inc.	\$946,494.00
Southern Underground Industries, Inc.	\$970,248.94
Foster Marine Contractors, Inc.	\$983,925.10
TLC Diversified, Inc.	\$1,143,685.00

The bids were reviewed by Holtz Consulting Engineers, Inc. (HCE) to evaluate whether the bids are responsive to the bid submittal requirements. We also contacted references and reviewed qualifications to evaluate if the bidders are considered to be responsible and qualified to construct the work.

The apparent low bidder was B&B Underground Construction, Inc. with a Total Bid Amount of \$862,280.00. Their bid was reviewed and included the required bid bond in the amount of five percent of their bid from an acceptable surety company according to the US Department of Treasury. They acknowledged receipt of the addenda in the bid form. Their bid was determined to be responsive.

B&B Underground Construction has successfully completed many projects in South Florida, including projects involving rehabilitation of wastewater pump stations. The references contacted indicated that they completed their projects generally on time, within budget, and in conformance with the contract documents.



HOLTZ CONSULTING ENGINEERS, INC

B&B Underground Construction intends on utilizing Electron Plus of Florida for electrical work. B&B Underground Construction will self-perform the underground piping, mechanical and demolition work. B&B Underground Construction is a corporation in good standing with the Florida Department of State Division of Corporations and holds a General Contractor license from the State of Florida. We therefore consider B&B Underground Construction to be a responsible bidder.

Based on the above information, Holtz Consulting Engineers, Inc. able recommend award of the contract to the apparent low bidder (B&B Underground Construction) in the Total Bid Amount of \$862,280.00.

Sincerely,

HOLTZ CONSULTING ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'SFW', is placed above the typed name.

Stephen Fowler, PE
Senior Engineer

cc:

00500
AGREEMENT

THIS AGREEMENT is dated and will be effective on the ____ day of _____ in the year 2020, by and between the **City of Lake Worth Beach** (hereinafter called Owner) and **B&B Underground Construction Inc.** (hereinafter called Contractor).

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

ARTICLE 1. WORK.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: Lift Stations Nos. 12 and 14 Improvements.

The Work required for Lift Stations Nos. 12 and 14 is awarded to the Contractor based upon the Contractor's lowest, most responsive and responsible bid. However, due to Owner funding issues, the Owner is suspending and not proceeding with the Work associated with Lift Station No. 14 as of the Effective Date of this Agreement.

The Contractor shall proceed with and complete all Work for Lift Station No. 12 only, as specified or indicated in the Contract Documents. The Work for Lift Station No. 12 is generally described as follows: Rehabilitation of one lift station (LS No. 12) in the City of Lake Worth Beach Utilities service area. Work includes mechanical, electrical and civil rehabilitation including new pumps, control panels and appurtenances, discharge piping, wet well, wet well and manhole coatings, new potable water services, demolition work, and all work included in the Drawings and indicated in the Technical Specifications, including temporary bypass pumping.

If the Owner obtains funding to proceed with the Work required for Lift Station No. 14 within 120 days of the Effective Date of this Agreement and so notifies the Contractor, the Owner and Contractor shall amend this Agreement to include the scope of Work required for Lift Station No. 14 consistent with the Contract Documents including the Contractor's bid. The Owner's City Manager is authorized to execute such an amendment with the Contractor. If the Owner is not able to obtain funding to proceed with the Work required for Lift Station No. 14 within 120 days of the Effective Date of this Agreement, the scope of Work for Lift Station No. 14 shall be deleted from this Agreement and the Owner will need to re-bid the same.

An amendment to include the scope of Work for Lift Station No. 14 shall be for an amount not to exceed \$291,340.00, which is based upon the Contractor's bid as the lowest, most responsive and responsible bid.

ARTICLE 2. ENGINEER

The Project has been designed by Holtz Consulting Engineers, Inc., 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 150 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 180 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 and 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:

A. For all Work other than Unit Price Work, a lump sum of: \$ N/A.

B. 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:

Five hundred seventy thousand, nine hundred forty dollars	(\$570,940.00)
(use words)	(figures)

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered 1 to 30.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

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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.

90% of Work completed.

90% 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).

95% of the work complete after the Contractor has completed over 50% of the Work.

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 98% of the Contract Price, less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

5.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, and settlement of all claims, including liquidated damages, if any, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.

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,

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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

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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 10 pages.

8.2 Exhibits to this Agreement identified as: N/A

8.3 Performance Bond and Payment Bond (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 7 pages.

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

8.8 Specifications consisting of Divisions 0, 1, 2, 3, 9, 11, 13, 16.

8.9 Drawings not attached hereto but are listed in Section 00860 List of Drawings.

8.10 Addenda numbers 1 to 1, inclusive.

8.11 Contractor's Bid consisting of 43 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 not attached to this Agreement (except as expressly noted otherwise above) but are expressly made a part of this Agreement as if they were.

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

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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

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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.

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:

1. Keep and maintain public records required by the Owner to perform the service.
2. 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.
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 the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner.
4. 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

AGREEMENT

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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 DEBORAH M. ANDREA, CMC, CLERK, (561) 586-1660 OR DANDREA@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 or other illegal 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 *SCRUTINIZED COMPANIES.*

1. The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
2. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

AGREEMENT
00500-9

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

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

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: _____
Pam Triolo, Mayor

ATTEST

Deborah M. Andrea, City Clerk

Approved as to form and legal sufficiency:

Approved as to form and financial sufficiency:

Glen J. Torcivia, City Attorney

Bruce T. Miller, Financial Services Director

par 3/3/20

CONTRACTOR: B & B UNDERGROUND CONSTRUCTION, INC.

By: _____
[Signature]

Print Name: STEPHEN DECKER

Title: PRESIDENT

[Corporate Seal]

STATE OF FLORIDA FLOW CONTROL, INC.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12 day of MARCH, 2020, by STEPHEN DECKER who was physically present, as PRESIDENT (title), of B & B UNDERGROUND CONSTRUCTION, INC. authorized to do business in the State of Florida, and who is personally known to me or who has produced the following PERSONALLY KNOWN as identification

Notary Public  Notary Public - State of Florida
Commission # GG 103101
My Comm. Expires May 19, 2021
Bonded through National Notary Assn.

Laura Demello
Print Name: Laura Demello

My commission expires: 5/19/21



BRODER & COMPANY

6191 Orange Drive, #6159E
Davie, FL 33314
(954) 887-3888

500 Vinson Place
Saint Johns, FL 32259
(904) 292-8775

3/4/2020

City of Lake Worth

RE: B&B Underground Construction, Inc.
Project No. IFB 20-100 Lift Stations 12 and 14 Improvements
Bond No: 065221T

To Whom It May Concern:

PLEASE ACCEPT THIS LETTER AS OUR CONSENT OF SURETY ON BEHALF OF B&B Underground Construction, Inc., Contractor and Westfield Insurance Company, as Surety for acceptance of The City of Lake Worth to date the above referenced Power of Attorney, Performance and Payment Bond.

Very truly yours,

Arthur K. Broder
Agent & Attorney-in-Fact
Westfield Insurance Company

General Power of Attorney

POWER NO. 0992212 00

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ARTHUR K. BRODER, MICHAEL P. BRODER, JOINTLY OR SEVERALLY

of DAVIE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public

My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of March A.D. 2020.



Frank A Carrino Secretary Frank A. Carrino, Secretary

Construction Performance Bond

Bond Number: 065221T

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

CONTRACTOR (Name & Address):

B&B Underground Construction, Inc.
4050 Westgate Ave., Suite 110
West Palm Beach, FL 33409

SURETY (Name & Principal Place of Business):

Westfield Insurance Company
One Park Circle
Westfield Center, OH 44251

OWNER (Name & Address):

City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460

CONSTRUCTION CONTRACT

Date

Amount: \$862,280.00

Description (Name & Location):

IFB 20-100, Lift Stations 12 and 14 Improvements

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$862,280.00

Modifications to this Bond Form:

n/a

CONTRACTOR AS PRINCIPAL

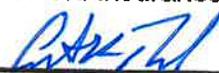
Company: B&B Underground Construction, Inc

Signature: 

Name & Title: Stephen Decker, President

SURETY

Company: Westfield Insurance Company

Signature: 

Name & Title: Arthur K. Broder, Agent & Attorney-in-Fact

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractor of America, and the American Institute of Architects.

CONSTRUCTION PERFORMANCE BOND

00610-1

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the owner to pay for labor. Materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performance of the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall be waived the Owner's right. If any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to compete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the balance of the contract price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3. The Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor with consent of the Owner to perform and complete the Construction Contract
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract and pay to the Owner the amount of damages as described in Paragraph 8 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete arrange for completion or obtain a new contractor and with reasonable promptness under circumstances:
 1. After investigation determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness. The Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4. And the Owner refuses the payment tendered or the Surety has denied liability in whole or in part without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract and if the Surety elects to act under subparagraph 4.1, 4.2, or 4.3, above then the responsibilities of the Surety to the Owner shall not be greater than those of the

Contractor under the Construction Contract and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this bond but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract the Surety is obligated without Duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional legal including appellate proceedings, design professional and delay costs and expenses resulting from the Contractor's default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages. Or if no liquidated damages are specified in the Construction Contract actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
 8. The Surety hereby waives notice of any change including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligation.
 9. Any proceeding, legal or equitable under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
 12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled. Reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page. Including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of the Contractor which has neither been remedied nor waived to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

This Bond is executed pursuant to Florida Statutes Section 255.05 or Section 713.23, whichever is applicable, and is subject to the notice and time limitation provisions.

(FOR INFORMATION ONLY- Name, Address and Telephone)

AGENT OR BROKER:

Broder & Company
6191 Orange Drive, #6159E, Davie, FL 33314
954-584-3002

OWNER'S REPRESENTATIVE (ENGINEER):

n/a

CONSTRUCTION PERFORMANCE BOND

00610-2

Construction Payment Bond

Bond Number: 065221T

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

CONTRACTOR (Name & Address):

B&B Underground Construction, Inc.
4050 Westgate Ave., Suite 110
West Palm Beach, FL 33409

SURETY (Name & Principal Place of Business):

Westfield Insurance Company
One Park Circle
Westfield Center, OH 44251

OWNER (Name & Address):

City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460

CONSTRUCTION CONTRACT**Date**

Amount: \$862,280.00

Description (Name & Location):

IFB 20-100, Lift Stations 12 and 14 Improvements

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$862,280.00

Modifications to this Bond Form:

n/a

CONTRACTOR AS PRINCIPAL

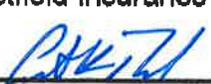
Company: B&B Underground Construction, Inc.

SURETY

Company: Westfield Insurance Company

Signature: 

Name & Title: Stephen Decker, President

Signature: 

Name & Title: Arthur K. Broder, Agent & Attorney-in-Fact

EICDC No. 1910-288 (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractor of America, and the American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractor

CONSTRUCTION PAYMENT BOND**00620-2**

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the owner to pay for labor.

Materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly for all sums due Claimants and
 - 2.2. Defends indemnifies and holds harmless the Owner from all claims demands liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of Construction Contract provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands liens or suits to the Contractor and the Surety and provided there is no Owner Default.
 3. With respect to Claimants this obligation shall be null and void if the Contractor promptly makes payment directly or indirectly for all sums due.
 4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contact with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy or notice thereof to the Owner stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim (see note one)
 - 4.2 Claimants who do not have a direct contract with the Contractor
 1. Have furnished written notice to the Contractor and sent a copy or notice thereof, to the Owner within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating with substantial accuracy the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed and
 2. Have either received a rejection in whole or in part from the Contractor or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly and
 3. Not having been paid within the above 30 days have sent a written notice to the Surety (at address described in Paragraph 12) and sent a copy or notice thereof to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor
 5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety that is sufficient compliance.
 6. When the Claimant has satisfied the conditions of Paragraph 4 the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts of this Bond, and the amount of this Bond shall be credited for any payment made in good faith by the Surety.
 7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond By the Contractor furnishing and the Owner accepting this Bond they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to
- satisfy obligations of the Contractor and the Surety under this Bond subject to the Owner's priority to use the funds for the completion of the work.
9. The surety shall not be liable to the Owner Claimants or others for Obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expense of any Claimant under this Bond and shall have under this Bond no obligations to make payments to give notice on behalf of or otherwise have obligations to Claimants under this Bond.
 10. The Surety hereby waives notice of any change, including changes at time to the Construction Contract or to related subcontracts purchase orders and other obligations.
 11. No suit or actions shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of 2 year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (ii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to the Surety the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety the Owner or the Contractor however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.
 13. When this Bond has been furnished to comply with statutory or other legal requirements in the location where the construction was to be performed any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be constructed as a statutory bond and not as a common law bond.
 14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made
 15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor materials or equipment were furnished.
 - 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Note 1: As an additional requirement any claimant, except a laborer, who is not in privity with the Contractor shall, within forty-five days after beginning to furnish labor, materials or supplies, furnish the Contractor with a Notice that he intends to look to the Bond for protection.

This Bond is executed pursuant to Florida Statutes Section 253.05 or Section 713.23, whichever is applicable, and is subject to the notice and time limitation provisions.

(FOR INFORMATION ONLY- Name, Address and Telephone)

AGENT OR BROKER:

Broder & Company
6191 Orange Drive, #6159E, Davie, FL 33314
954-584-3002

OWNER'S REPRESENTATIVE (ENGINEER):

n/a

CONSTRUCTION PAYMENT BOND

00620-2

General
Power
of Attorney

POWER NO. 0992212 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ARTHUR K. BRODER, MICHAEL P. BRODER, JOINTLY OR SEVERALLY

of DAVIE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby, as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 9, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss:

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are each corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.08 Ohio Revised Code)

State of Ohio
County of Medina ss:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of



Frank A. Carrino
Frank A. Carrino, Secretary

EXECUTIVE BRIEF SPECIAL MEETING

AGENDA DATE: March 19, 2020

DEPARTMENT: Electric Utility

TITLE:

Sixth Amendment to the agreement with Vantage Services Consulting LLC

SUMMARY:

The Sixth Amendment authorizes Vantage Energy Consulting LLC to renew the term for one (1) year.

BACKGROUND AND JUSTIFICATION:

The Electric Utility Department entered into an agreement with Vantage Energy Consulting LLC (“Vantage”) to provide consulting services related to the purchase of electric power, development of electric supply cost models to support cost tracking, budgeting and fiscal modeling, auditing of energy supplier and transmission provider bills, nomination of electric energy and capacity purchases, assistance with natural gas pipeline capacity sales, development of electric reliability reports, and analysis of natural gas supply pipeline options.

The purpose of this sixth amendment is to renew the term for one (1) year and set for the certain terms and conditions for the provision of additional services by the consultant to the City. Vantage has submitted a proposal for services for the new fiscal year sought by the City. The Electric Utility has reviewed the consultant’s proposal and concluded the estimate is reasonable for the said work.

ACTION:

Move to approve/disapprove Sixth Amendment to the agreement with Vantage Services Consulting LLC for additional consulting services for Fiscal Year 2020 in the amount not to exceed \$188,160.

ATTACHMENT(S):

Fiscal Impact Analysis
Sixth Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	0	0	0	0	0
Operating Expenditures	188,160	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	188,160	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	FY20 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
401-6010-531-31-90	Other	\$125,000	\$105,000		-\$105,000	\$20,000
401-6034-531-46-75	Rep & maint	\$220,000	\$122,527.34		-\$83,160	\$39,367.34

C. Department Fiscal Review: Edward Liberty, Electric Utility Director

SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Sixth Amendment ("Sixth Amendment") to the Professional Services Agreement is made as of the 21 day of FEBRUARY, 2020, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida ("CITY") and **Vantage Energy Consulting, LLC**, a Florida limited liability company, ("CONSULTANT").

WHEREAS, the City and CONSULTANT entered a Professional Services Agreement for the CONSULTANT's distinct field of expertise in Florida and beyond (the "Agreement") on November 8, 2017; and

WHEREAS, the Consultant has a distinct field of expertise in Florida and beyond in regard to auditing electric services and providing variety of consulting services related to electric utility regulatory issues, asset management and procurement; and

WHEREAS, the Agreement has been amended five times to broaden the scope of services which CONSULTANT was providing to the CITY; and

WHEREAS, the Fourth and Fifth Amendment included specific tasks that Consultant provided in the past year and the City wishes to extend the same services for the additional year; and

WHEREAS, the CONSULTANT has submitted the new rates for services sought by the CITY; and

WHEREAS, the purpose of this Sixth Amendment is to renew the term for one (1) year and set forth certain terms and conditions for the provision of additional services by the CONSULTANT to the CITY; and

WHEREAS, the CITY's Electric Utility has reviewed the CONSULTANT's rates and concluded the rates are reasonable; and

WHEREAS, under section 2-112(c)(6) of the CITY's procurement code, the City Commission is authorized to approve an agreement with a consultant with a distinct field of expertise without competitive selection; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONSULTANT agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by *reference*.
2. **Consultant's Services.** Section 2 of the Agreement, regarding the Consultant's services, is amended to add the additional services as outlined in the Consultant's

proposal and new rates, and consisting of one page, which is attached hereto as **Exhibit "1"** and incorporated herein.

3. **Fees.** Section 5 of the Agreement, regarding the Consultant's fees, is amended to allow for the additional services to be provided by the Consultant under this Amendment. Said compensation shall not exceed **One Hundred Eighty Eight Thousand One Hundred and Sixty Dollars (\$188,160)**.
4. **Term of Agreement.** Section 4 of the Agreement shall be amended to provide that the Agreement expires November 8, 2020.
5. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement and this Fourth Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Fourth Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement remain in full force and effect.
6. **Counterparts.** This Fourth Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Fourth Amendment via facsimile or email and such signature is as valid as the original signature of such party.
7. **Scrutinized Companies.**
 - A. CONSULTANT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONSULTANT or any of its subcontractors are found to have submitted a false certification; or if the CONSULTANT or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
 - B. If this Agreement is for one million dollars or more, the CONSULTANT certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONSULTANT, or any of its subcontractors are found to have submitted a false certification; or if the CONSULTANT or any of its subcontractors are placed on

the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

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

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

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

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

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

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

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT:

Vantage Energy Consulting, LLC



By: Jean A. Gormley
Print Name: JEAN A. GORMLEY
Title: CEO

STATE OF FLORIDA)

COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 21 day of February 2020, by JEAN GORMLEY, who was physically present, as CEO (title), of **Vantage Energy Consulting, LLC, A Corporation**, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: Jo A. Socha

My commission expires: March 7, 2023



Exhibit "1"
(Vantage Rates – 1 page)

	Work Days	Hours		
Assist with rates and budgeting including				
LWB Budgeting				
Actual versus Budget updates	6	\$240	\$11,520	
Work with external rate consultants	6	\$240	\$11,520	
Rate and Financial Projections	6	\$240	\$11,520	
Bill Verification	6	\$240	\$11,520	
Load Forecasting for Model	6	\$240	\$11,520	
Nominations(including Model Update)	2	\$240	\$3,840	
Customer Solar Energy	6	\$240	\$11,520	
Greenhouse and carbon free	6	\$240	\$11,520	
Maintain All In Cost Model	12	\$240	\$23,040	
Product Budget Variance Reports				
Monthly	8	\$240	\$15,360	
Quarterly	4	\$240	\$7,680	
Assist with Ad Hoc Presentations and Reports	15	\$240	\$28,800	
Continue FPU Negotiations-1	15	\$240	\$28,800	
Total	98	\$240	\$188,160	
1- this situation is fluid as of January 10, 2020. Awaiting FPU				

EXECUTIVE BRIEF SPECIAL MEETING

AGENDA DATE: March 19, 2020

DEPARTMENT: Community Sustainability

TITLE:

Agreement between Property Registration Champions, LLC, dba PROCHAMPS for vacant, abandoned and foreclosed property registration

SUMMARY:

The agreement will continue the property registration services for all improved and unimproved vacant, abandoned, and foreclosed properties in the City.

BACKGROUND AND JUSTIFICATION:

In 2010, the City of Lake Worth adopted a Foreclosure Registration Program which was amended in May of 2014 to include registration of vacant, unimproved lots as well as the improved properties that are vacant, abandoned or in foreclosure. At one time, the City had nearly 1,400 properties identified as being in foreclosure and almost 2,000 as either vacant or abandoned. The registration program assists the City in obtaining code compliance for these properties as well as identifying a responsible party to maintain them.

Through a competitive procurement process as advertised under RFP 13-14-203, the City sought a professional registration consultant to undertake the management and coordination of the program. One proposal was received meeting the terms of the RFP. Community Champions Corporation (CCC) formerly known as FPRC submitted the responsive proposal. The firm is now known as Property Registration Champions, dba PROCHAMPS. The City entered into a two (2) year agreement on August 20, 2014. The agreement permits the renewal of the agreement for an additional three (3), one (1) year terms. The Agreement was subsequently amended on August 20, 2016, January 16, 2018, and August 7, 2018. By contracting with PROCHAMPS, there should be no loss of program effectiveness and the program should continue to grow.

There are currently 878 properties registered. In addition to registering and tracking such properties, the program also generates revenue for the City as the fee for each foreclosed, abandoned and/or vacant property registration starts at \$200 for the first year and then increase each year until it reached the cap of \$750 per year until such time as the property is redeveloped.

ACTION:

Motion to approve/disapprove Agreement with Property Registration Champions, LLC.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	\$100,000	\$150,000	\$200,000	\$200,000	\$200,000
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 0	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

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

The revenues for this item were already accounted for in the FY 2020 budget.

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Revenue	Balance
001-0000-329.10-10	Other Permits and Fees / Foreclosure Registry Fees		\$100,000	\$23,900	\$100,000	\$76,100

C. Department Fiscal Review:_____

**AGREEMENT BETWEEN
THE CITY OF LAKE WORTH BEACH, FLORIDA
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this ____ day of _____, 20__ (“Effective Date”) by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 (“**PRC**”), and the City of Lake Worth Beach, a Florida municipal corporation, with an address at 7 North Dixie Highway, Lake Worth Beach, FL 33460 (“**COMMUNITY**”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties, the **COMMUNITY** adopted a Property Registration Ordinance No. 2010-14 as amended by Ordinance 2014-16, and most recently by resolution no. 04-2020 (collectively the “Ordinance”), to address issues related to the care of neglected lawns and exterior maintenance of structures which is a health and welfare issue in the **COMMUNITY**; and

WHEREAS, pursuant to the Ordinance the **COMMUNITY** desires to enter into this Agreement with **PRC** in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the “Properties”), so that the **COMMUNITY** can properly address violations of the **COMMUNITY**’s property maintenance codes; and

WHEREAS, **PRC** will also provide an electronic registration process that is cost-free and revenue neutral for the **COMMUNITY**.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. **PRC** will cite the **COMMUNITY**’s Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means, or become vacant in accordance with the Key Policy Requirements as outlined in **Exhibit “A”**, which may be amended from time to time. **PRC** will electronically provide for registration of Properties in violation of Ordinance.
- b. **PRC** will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). **PRC** will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the **COMMUNITY**, as well as utility data and any other data available to **PRC**. **PRC** will review and confirm the obligation to register properties pursuant to the Ordinance. **PRC** will monitor any changes to the obligation to register.

- c. PRC will charge a fee ("Fee") as directed by the COMMUNITY to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this Agreement, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county.
- d. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the COMMUNITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the COMMUNITY's remittance provided in 1(c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the COMMUNITY's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the COMMUNITY's property registration codes.
- f. PRC agrees to provide courtesy renewal reminder notices to the Registrant for each renewal period after the Registrant has registered. Said notices shall be sent no sooner than thirty (30) days prior to the renewal date but no later than thirty (30) days after the renewal date. Failure to provide the notice does not relieve the Registrant of the duty to pay.
- g. PRC's responsibilities will commence on the Effective Date of this Agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the COMMUNITY, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.

- b. Nothing contained herein shall be construed or interpreted as consent by the COMMUNITY to be sued, nor as a waiver of sovereign immunity beyond the limits provided in section 768.28, Florida Statutes.
3. **TERM AND TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.
- a. **TERMINATION FOR DEFAULT.** In the event that either party (the “Defaulting Party”) shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
 - b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the COMMUNITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
 - c. **TERMINATION WITHOUT CAUSE.** Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as **Exhibit “A”** to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference. These documents may be amended from time to time, said amendments to be incorporated herein.
- a. COMMUNITY Ordinance No. 2010-14 requirement
 - b. COMMUNITY Ordinance No. 2014-16 requirements
 - c. COMMUNITY Resolution no. 04-2020 requirements
5. **INSURANCE.** Prior to commencing any services, PRC shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the COMMUNITY and the PRC. All such insurance policies may not be modified or terminated without the express written authorization of the COMMUNITY.

Type of Coverage	Amount of Coverage
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and excess liability policies will name the COMMUNITY as an additional insured and proof of all insurance coverage shall be furnished to the COMMUNITY by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the PRC has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve PRC of its liability and obligations under this Agreement.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the COMMUNITY, and shall be provided to COMMUNITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this Agreement for a period of three (3) years from final payment. Such records shall be subject to audit by the COMMUNITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the COMMUNITY on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.
8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.

9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY: City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460
Telephone No. (561) 586-1639
Attention: City Manager

PRC: David Mulberry, President/CIO
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

10. **AMENDMENTS.**

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

11. **COMMUNITY DATA.** COMMUNITY acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the COMMUNITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the COMMUNITY. All registrations and fees received by the COMMUNITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the COMMUNITY is unable to provide the agreed upon digital file then the COMMUNITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the COMMUNITY agrees to compensate PRC five dollars (\$5.00) per property.

12. **ORDINANCE VIOLATION DATA.** Whenever the COMMUNITY becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement,

the Community shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.

13. **COMMUNITY LOGO.** COMMUNITY shall provide the COMMUNITY's logo to PRC for the purposes as set forth in 1(a).
14. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
15. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
16. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement 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 this Agreement.
17. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the COMMUNITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
18. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
19. **WAIVER.** Any failure by COMMUNITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and COMMUNITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
20. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
21. **DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements

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

22. **PUBLIC ENTITY CRIMES.** PRC acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The PRC will advise the COMMUNITY immediately if it becomes aware of any violation of this statute.
23. **PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the PRC acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The PRC has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
24. **PUBLIC RECORDS.** The PRC shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the COMMUNITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - (a) Keep and maintain public records required by the COMMUNITY to perform the service.
 - (b) Upon request from the COMMUNITY's custodian of public records or designee, provide the COMMUNITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the PRC does not transfer the records to the COMMUNITY.
 - (d) Upon completion of this Agreement, transfer, at no cost, to the COMMUNITY all public records in possession of the PRC or keep and maintain public records required by the COMMUNITY to perform the service. If the PRC transfers all public records to the COMMUNITY upon completion of the Agreement, the PRC shall destroy any

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

IF THE PRC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PRC'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: DEBBIE ANDREA, AT (561) 586-1662, DANDREA@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

25. SCRUTINIZED COMPANIES.

The PRC 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 COMMUNITY may immediately terminate this Agreement at its sole option if the PRC or any of its subcontractors are found to have submitted a false certification; or if the PRC 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.

If this Agreement is for one million dollars or more, the PRC 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 COMMUNITY may immediately terminate this Agreement at its sole option if the PRC, or any of its subcontractors are found to have submitted a false certification; or if the PRC 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.

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

The PRC agrees that the certifications in this section shall be effective and relied upon by the COMMUNITY for the term of this Agreement, including any and all renewals. The PRC agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the PRC shall immediately notify the COMMUNITY of the same. 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.

26. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
27. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the COMMUNITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

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

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

PROPERTY REGISTRATION CHAMPIONS, LLC

[Corporate Seal]

David Mulberry
David Mulberry, President/CIO
Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

STATE OF Florida
COUNTY OF Bevard

The foregoing instrument was acknowledged before me this 5 day of March, 2020, by David Mulberry, who was physically present, as President/CIO (title), of Property Registration Champions, LLC, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following N/A as identification.

Notary Public

Rachel Jansen
Print Name: Rachel Jansen
My commission expires: February 11, 2022



Exhibit "A"
Key Policy Requirements

Foreclosure Improved and Unimproved Properties:

Resolution No. 04-2020

Registration Fee	Initial registration \$200 1 st renewal (second year) \$300 2 nd renewal (third year) \$400 3 rd renewal (fourth year) \$500 4 th renewal (fifth year) \$600 5 th and all subsequent renewals (sixth year plus) \$750
Resolution Implementation Type	Hybrid ⁱ
Resolution Effective Date	2/5/2020

Ordinance No. 2014-16

Registration Fee	Improved Properties - \$200 Unimproved Properties - \$150
Late Fee	N/A
Registration Triggers	- Pre-Filing (default) ⁱⁱ , Occupied or Vacant - Post-Filing (NOD ⁱⁱⁱ /LP ^{iv}), Occupied or Vacant - REO ^v , Occupied or Vacant
Renewal	12 months
Org Exemptions	VA, HUD, USDA, HOAs
Property Exemptions	N/A
Refund Policy	All applied property registration payments are final, no refunds will be provided
OMT Update	Report change of info within 10 days
Amendment Implementation Type	Hybrid
Amendment Effective Date	05/06/2014

Ordinance No. 2010-14

Registration Fee	\$150
Late Fee	N/A
Registration Triggers	- Pre-Filing (default), Occupied or Vacant - Post-Filing (NOD/LP), Occupied or Vacant - REO, Occupied or Vacant
Renewal	12 months
Org Exemptions	VA, HUD, USDA, HOAs
Property Exemptions	N/A
Refund Policy	All applied property registration payments are final, no refunds will be provided
OMT Update	Report change of info within 10 days
Start Date for Registrations	09/07/2010

Private Owner Vacant Improved and Unimproved Properties:

Resolution No. 04-2020

Registration Fee	Initial registration \$200 1 st renewal (second year) \$300 2 nd renewal (third year) \$400 3 rd renewal (fourth year) \$500 4 th renewal (fifth year) \$600 5 th and all subsequent renewals (sixth year plus) \$750
Resolution Implementation Type	Hybrid
Resolution Effective Date	2/5/2020

Ordinance No. 2014-16

Registration Fee	Improved Properties - \$200 Unimproved Properties - \$150
Late Fee	N/A
Registration Triggers	Vacant/Private Owner
Renewal	12 months
Org Exemptions	N/A
Property Exemptions	N/A

Refund Policy	All applied property registration payments are final, no refunds will be provided)
OMT Change	New OMT is required to re-register the property and pay registration fee
Amendment Implementation Type	Hybrid
Amendment Effective Date	05/06/2014

Ordinance No. 2010-14

Registration Fee	\$150
Late Fee	N/A
Registration Triggers	V ⁱ - nt/Private Owner
Renewal	12 months
Org Exemptions	N/A
Property Exemptions	N/A
Refund Policy	All applied property registration payments are final, no refunds will be provided
OMT Change	New OMT is required to re-register the property and pay registration fee
Start Date for Registrations	09/07/2010

ⁱ Hybrid – This amendment will apply to any unpaid period that is active within its renewal cycle on the amendment effective date plus all new periods.

ⁱⁱ Pre-filing(default) - captures the time period during which the terms of the mortgage are not being complied with but before a notice of default or a lis pendens is filed.

ⁱⁱⁱ NOD – Notice of Default

^{iv} LP – Lis Pendens

^v REO – Real Estate Owned

EXECUTIVE BRIEF SPECIAL MEETING

AGENDA DATE: March 19, 2020

DEPARTMENT: City Manager

TITLE:

Resolution No. 11-2020 - Mayor's and City Manager's Emergency Powers

SUMMARY:

In light of the Novel Coronavirus Disease 2019 (COVID-19) being declared a federal, state and local emergency, Resolution No. 11-2020 seeks to reaffirm the emergency powers of the Mayor and City Manager.

BACKGROUND AND JUSTIFICATION:

Historically, in the event of an emergency, the Mayor has utilized her power set forth in Article III, Section 3 of the City's Charter, to issue a Declaration of a State of Local Emergency when determined necessary. Likewise, in the past, the City Manager has acted in response to an emergency with temporary policies and practices to address the emergency in an efficient and prompt manner. Resolution No. 11-2020 seeks to reaffirm these emergency powers of the Mayor and City Manager to address the COVID-19 and other emergencies as they may emerge and change over time.

ACTION:

Move to approve/disapprove Resolution No. 11-2020 - Mayor's and City Manager's Emergency Powers.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Resolution 11-2020

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RESOLUTION NO. 11-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, PROVIDING THAT THE MAYOR MAY DECLARE A LOCAL STATE OF EMERGENCY AS NEEDED; PROVIDING THAT THE CITY MANAGER MAY SUSPEND, CANCEL OR RESCHEDULE NON-ESSENTIAL PUBLIC MEETINGS AND OUTSIDE EVENTS AND SERVICES, MAY LIMIT ACCESS TO NON-ESSENTIAL CITY FACILITIES AND SERVICES, AND MAY ADDRESS OTHER MATTERS FOR EFFICIENT AND SAFE OPERATIONS OF THE CITY'S BUSINESS AND FOR THE HEALTH, SAFETY AND WELFARE OF THE CITY'S RESIDENTS AND THE PUBLIC AT LARGE DURING A FEDERAL, STATE, COUNTY AND/OR LOCAL EMERGENCY; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, in light of Federal, State and County agencies declaring the Novel Coronavirus Disease 2019 (COVID-19) as a Public Health Emergency, the City of Lake Worth Beach recognizes the need to reaffirm the City's practices of being responsive and efficient during Federal, State, County and/or local emergencies; and

WHEREAS, the City of Lake Worth Beach desires to reaffirm the Mayor's authority to issue a local state of emergency; and

WHEREAS, the City of Lake Worth Beach desires to reaffirm the City Manager's authority to implement temporary policies to address Federal, State, County, and/or Local emergencies as they emerge, evolve and stabilize; and

WHEREAS, it is in the best interest of the residents, the public at large, and the overall health, safety and welfare of the City for the City of Lake Worth Beach to adopt this resolution reaffirming the Mayor's and the City Manager's emergency powers.

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

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

Section 2. Mayor's Authority. Consistent with the City's past practice of having the Mayor issue a declaration of emergency under Article III, Section 3 of the City Charter, the City of Lake Worth Beach reaffirms the Mayor's power to issue, and re-issue after seven (7) days, a Declaration of a State of Local Emergency if deemed necessary by the Mayor in order to address an emergency.

Section 3. Manager's Authority. Consistent with the Commission-Manager form of government and during times of a Federal, State or Local emergency, the City of Lake Worth Beach reaffirms the City Manager's power to: suspend, cancel or reschedule non-essential public meetings and outside events and services; limit access to non-essential

44 City facilities and services; and, immediately address other matters including without
45 limitation, employment, utilities, and procurement issues, as they may arise for efficient
46 and safe operations of the City's business and for the City's residents and the public at
47 large during an emergency. To the extent the City Manager must activate a policy which
48 conflicts with an existing ordinance, resolution or policy of the City Commission, the City
49 Manager shall temporarily activate said policy and seek ratification of the policy by the
50 City Commission at such time as is reasonably possible and consistent with all Federal,
51 State, County and/or Local emergency directives.

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

57
58 Section 5. Conflicts. All resolutions or parts of resolutions in conflict with the
59 provision of this Resolution are hereby repealed.

60
61 Section 6. Effective Date. This resolution shall take effect immediately upon its
62 adoption.

63
64 The passage of this resolution was moved by Commissioner _____, seconded
65 by Commissioner _____, and upon being put to a vote, the vote was as follows:

- 66
- 67 Mayor Pam Triolo
- 68 Vice Mayor Andy Amoroso
- 69 Commissioner Scott Maxwell
- 70 Commissioner Omari Hardy
- 71 Commissioner Herman Robinson
- 72
- 73

74 The Mayor thereupon declared this resolution duly passed and adopted on the ____
75 day of _____, 2020.

76 LAKE WORTH BEACH CITY COMMISSION

77
78
79 By: _____
80 Pam Triolo, Mayor

81
82 ATTEST:

83
84
85 _____
86 Deborah M. Andrea, CMC, City Clerk