



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

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Kimberly Stokes

AGENDA - Additions / Deletions / Reordering:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

A. [October 25, 2022](#)

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

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

NEW BUSINESS:

A. [Agreement with Utility Service Co., Inc. for Elevated Water Tanks Maintenance Services](#)

B. [Demand Response Program Consulting Support](#)

C. [Ninth Amendment to the Professional Services Agreement with Vantage Services Consulting LLC](#)

D. [Purchase Order\(s\) to Federal Contracts Corp for the purchase and delivery of a 12,000 pound capacity forklift](#)

E. [Agreement with High Rock Builders, LLC for the construction of the Electrical System Operation Center at the Water Treatment Plant](#)

F. [Task Order No. 11 with E.C. Fennell, PA to provide engineering services](#)

G. [Purchase Order to Altec Industries, Inc. for Electric Utility Line Trucks and Equipment](#)

H. [Agreement with Dis-Tran Packaged Substations for goods and services for prefabricated steel packaging](#)

I. [Emergency procurement of primary underground cable for I-95 crossing project](#)

J. [Proposed changes to Residential Electric Utility Rate Tiers](#)

ADJOURNMENT:

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

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

**MINUTES
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, OCTOBER 25, 2022 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:02 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:31)

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

PLEDGE OF ALLEGIANCE: (0:49) led by Commissioner Reinaldo Diaz.

AGENDA - Additions/Deletions/Reordering: (1:24)

New Business, Item L – the Demand Response Program Consulting Support was deleted and will be heard at the next regularly scheduled Utilities City Commission meeting. New Business, Item N – PCA Rates effective December 1, 2022 is reordered to New Business, Item A. New Business, Item M – Changes to the Residential Electric Utility Rate Tiers is reordered to New Business, Item B. All additional New Business Items were reordered accordingly.

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve the agenda as amended.

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

PRESENTATIONS: (there is no public comment on Presentation items) (3:22)

- A. Report regarding Hurricane Ian by Ed Liberty, Electric Utility Director (3:28)
- B. Update on FMPA Solar Projects by Susan Schumann, Public Relations and External Affairs Manager (10:06)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (46:10)

APPROVAL OF MINUTES: (1:11:58)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve the following minutes with the amendment that Commissioner Malega was present in person and not via Zoom:

- A. August 30, 2022

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

CONSENT AGENDA: (1:13:19) (public comment allowed during Public Participation of Non-Agendaed items)

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

- A. Temporary Construction Easement between Palm Beach County and City of Lake Worth Beach
- B. Agreement with Shannon Chemical Corporation to purchase of SNC-N2 phosphate for Water Treatment Plant
- C. Second Amendment to Task Order No. 13 with WGI, Inc. to complete surveying services along the Intracoastal Waterway ICWW Utility Crossing

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

UNFINISHED BUSINESS:

- A. Integrated Resource Plan (IRP) Update (1:13:52)

Action: Consensus to have a work session to address the IRP Update.

The meeting recessed at 8:04 PM and reconvened at 8:18 PM.

NEW BUSINESS: (2:01:42)

- A. (reordered) Purchased Power Cost Adjustment (PCA) (2:16:18)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the PCA as presented under the Alternate Case effective December 1, 2022.

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

- B. (reordered) Proposed changes to Residential Electric Utility Rate Tiers (3:15:29)

Action: Consensus to bring back the item at a future agenda with additional options.

- C. Resolution No. 83-2022 – Florida Department of Environmental Protection Grant Agreement for Parrot Cove Stormwater Resilience Project (3:41:18)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 83-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY IN THE AMOUNT OF \$450,000 FOR THE PLANNING AND THE IMPLEMENTATION OF FLOOD MITIGATION MEASURES IN THE PARROT COVE NEIGHBORHOOD OF THE CITY; AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE THE

AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve Resolution No. 83-2022 – approving the Florida Department of Environmental Protection Grant Agreement for Parrot Cove Stormwater Resilience Project.

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

D. Second Amendment to Agreement with Allied Universal Corporation to purchase Sodium Hypochlorite (Bleach) for water treatment and odor control (3:43:17)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Second Amendment to the Agreement with Allied Universal Corporation to purchase Sodium Hypochlorite (Bleach) for water treatment and odor control.

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

E. Agreement with Pantropic Power Inc. for repair and maintenance of the Lime Water Treatment Plant Generator (3:43:52)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve the agreement with Pantropic Power Inc. for repair and maintenance of the Lime Water Treatment Plant Generator.

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

F. Agreement with Cummins, Inc. dba Cummins Power South for Repair and Maintenance of the Cummins Generator (3:44:32)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the agreement with Cummins, Inc. dba Cummins Power South for Repair and Maintenance of the Cummins Generator.

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

G. Agreement with Sulphuric Acid Trading Company Inc. to purchase Sulfuric Acid for water treatment (3:45:47)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve the agreement with Sulphuric Acid Trading Company Inc. to purchase Sulfuric Acid for water treatment.

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

H. Authorizing the purchase of water meter encoders from The Avanti Company (3:46:14)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the purchase of water meter encoders from The Avanti Company.

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

I. Authorizing the purchase of water meters from Badger Meter (3:48:27)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes authorizing the purchase of water meters from Badger Meter.

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

J. First Amendment to Agreement with Stuart C. Irby Company for the purchase and delivery of underground cable. (3:49:14)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve the first amendment to the agreement with Stuart C. Irby Company for the purchase and delivery of underground cable.

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

K. Work Order No. 5 with Wilco Electrical LLC., to complete undergrounding of the 6003 & 6004 Feeders at Canal Substation (3:49:48)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve Work Order No. 5 with Wilco Electrical LLC., to complete undergrounding of the 6003 & 6004 Feeders at Canal Substation.

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

L. Third Amendment to Agreement with KVA, Inc., for the Canal Distribution Substation Prefabricated Control House (3:50:30)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the Third Amendment to the Agreement with KVA, Inc., for the Canal Distribution Substation Prefabricated Control House.

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

M. Purchase Order with Omicron for CMC 356 testing equipment and the ARCO 400 for testing relays and reclosers (3:51:41)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve the purchase order with Omicron for CMC 356 testing equipment and the ARCO 400 for testing

relays and reclosers.

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

N. (deleted) Demand Response Program Consulting Support

ADJOURNMENT: (3:57:46)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 10:00 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: November 29, 2022

Item time stamps correspond to the meeting recording on YouTube.

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 29, 2022

DEPARTMENT: Water Utility

TITLE:

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

SUMMARY:

The final change order 01 with Amici Engineering Contractors addresses the unused value of work that remained on the contract, reconciles the final pay application and authorizes a contract deduction of \$670,134.28. The change order also adjusts the contract time by adding 153 days to contract.

BACKGROUND AND JUSTIFICATION:

On April 4, 2021, the City awarded Amici Engineering Contractors, LLC. a construction contract agreement for year 5 & 6 of the 2" watermain replacement program. This project has reached final completion. The project included the water and other miscellaneous infrastructure replacements as well as additional services that were identified during the course of construction. Throughout the project, the water utility and the contractor identified opportunities for savings in the contract and thus provided for contractual underruns in the unit line items. In addition, the construction optional services allowance paid for additional services requested in Work Directive Changes 1 through 3, however a balance of the unused allowance remained. The total deductive cost of this contract is \$670,134.28.

The construction project went beyond the contract time given in the initial agreement. The City requested some additional work that was outside of the original scope which required additional contract time. Furthermore, additional time was needed with permitting delays associated with plumbing through the County's building department. The utility department feels the extend contract time 153 days is justified for these additional tasks and services.

MOTION:

Move to approve/disapprove Change Order 01-final to Amici Engineering Contractors, LLC.

ATTACHMENT(S):

Fiscal Impact Analysis
Change Order 01

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	\$670,134.28	0	0	0	0
Net Fiscal Impact	\$670,134.28	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

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

Budget Transfer Impact		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		

Contract Award - Existing Appropriation	
	Expenditure
Department	Water
Division	Distribution
GL Description	Water Capital
GL Account Number	422-7034-533.63-15
Project Number	SG2101
Requested Funds	\$670,134.28



WATER UTILITIES DEPARTMENT
301 COLLEGE STREET
LAKE WORTH BEACH, FL 33460
561.586.1710

CHANGE ORDER

Project Number: SG2101 **Contractor:** Amici Engineering Contractors, LLC

Project Name: 2-inch Water Main Replacement Phase 5 & 6 Project

Change Order Number: 01-final

Change Order Effective Date: 11/07/2022 **Contractor Phone:** 954-650-4699

Change Order Type: Deductive cost with time addition **Existing Purchase Order Number:** NA

Description of Change: During the construction of the project additional work was requested to be performed by the contractor to fully complete the project work in the project limits. Added scope included: Force Majeure increase on water main material, additional service line extensions, sewer manhole cover adjustments, alleyway clearing, removal and abandonment of water main, installation of pipe restraints on existing mains, and approximately 1,500 LF of additional water main. The additional costs of the above work were included under the project contingency as well as line item underruns. The total contract cost will be reduced by \$670,134.28 under this change order.

The task listed above required additional contract time to complete the project. A breakdown of the additional time is described in the attached work directive changes (WDC). A summary of each is listed below.

- WDC #1 – No additional time requested
- WDC #2 – Requests 60 additional days
- WDC #3 – Requests 93 additional days

Attachments: See attached WDC 1, 2, & 3

Price of Original Contract: \$3,678,888.00 authorized by Commission on 4/06/2021 Agenda Item E

Current Price of Contract (including Change Orders): \$3,678,888.00

Price of Current Change Order: \$(670,134.28)

New Contract Price: \$3,008,753.72

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


Contract Time Change


No Change Extended Decreased by 153 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: Amici Engineering Contractors, LLC
(Contractor Name)

	<u>Managing Member</u>	<u>11/9/2022</u>
Contractor Representative (Signature)	Title	Date

Approved by: _____	 Brian Shields 2022.11.09 14:05:43 -05'00'	<u>11/9/2022</u>
	Water Utilities Director	(Date)

IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. 01-final to the 2-inch Water main Replacement Phase 5 & 6 Project on _____, 20_____.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director



WATER UTILITIES DEPARTMENT
 301 COLLEGE STREET
 LAKE WORTH BEACH, FL 33460
561.586.1710

WORK DIRECTIVE CHANGE

WDC Number: 01
 Date of Issuance: 07/06/2021 P.O.: 185598
 Project Number: SG 2101
 Project Name: 2" Water Main Replacement Phase 5 & 6
 Contractor: Amici Engineering Contractors, LLC Contractor Phone: 954 650 4699
 Engineer: Craven Thompson & Associates, Inc.
 Owner (Name, Address): City of Lake Worth Water Utilities Dept.

You are directed to proceed promptly with the following Change(s):

Purpose of the work: Due to an industry-wide supply chain disruption, costs to purchase PVC pipe has increased. Contractor has requested additional unit cost fee to cover the increased cost to purchase PVC due to Force Majeure.

- Created New Optional Services Line Item 86.1: Additional Cost to Purchase 6" Polyvinyl Chloride (P.V.C) Water Main Pipe

Description	Qty.	Unit	Unit Price	Amount
Additional Cost to Purchase 6" Polyvinyl Chloride (P.V.C.) Water Main Pipe	9907	LF	\$1.80	\$17,832.60

- Due to the industry-wide supply chain disruption, Contractor requested compensation to purchase and store 6" P.V.C. water main pipe. Therefore, Line Item 11: Furnish and Install 6" Polyvinyl Chloride (P.V.C) Water Main Pipe @ bid unit price of \$24.00/LF is split into two (2) Line Items 11A (\$6.36/LF) and 11B (\$17.64/LF) totaling bid unit price of \$24.00/LF.

11A	Furnish 6" Polyvinyl Chloride (P.V.C.) Water Main Pipe	9907	LF	\$6.36
11B	Install 6" Polyvinyl Chloride (P.V.C.) Water Main Pipe	9907	LF	\$17.64

Attachments: Contractor's Proposal for Pipe increases
 Force Majeure and Pipe Increase letters/documentation from suppliers

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of Determining change in Contract Price:
 _____ Time & Materials
 _____ X _____ Unit Price as Negotiated
 _____ Cost Plus fixed Fee

Method of Determining change in Contract Time:
 _____ Contractor's Records
 _____ Engineer's Records
 _____ X _____ Other

Estimated Increase (decrease) in Contract Price: \$0 additional value covered by contingency
 If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated Increase (decrease) in Contract Time: -0- Days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

Reviewed and Recommended by: Matthew J. Cigala July 06, 2021
Engineer of Record Date

Accepted by: [Signature] July 6, 2021
Contractor Date

Authorized by: [Signature] July 6, 2021
Assistant Water Utilities Director Date

Authorized by: [Signature] 7/6/21
Water Utilities Director Date

The CONTRACTOR and the OWNER agree that this WORK DIRECTIVE CHANGE represents the complete agreement of the parties with respect to these matters as of the date of this WORK DIRECTIVE CHANGE. By approving this WORK DIRECTIVE CHANGE, 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 WORK DIRECTIVE CHANGE except those claims made in writing to the OWNER prior to the effective date of this WORK DIRECTIVE CHANGE.



WATER UTILITIES DEPARTMENT
 301 COLLEGE STREET
 LAKE WORTH BEACH, FL 33460
561.586.1710

WORK DIRECTIVE CHANGE

WDC Number: 02
 Date of Issuance: 11/29/2021 P.O.: 185598
 Project Number: SG 2101
 Project Name: 2" Water Main Replacement Phase 5 & 6
 Contractor: Amici Engineering Contractors, LLC Contractor Phone: 954 650 4699
 Engineer: Craven Thompson & Associates, Inc.
 Owner (Name, Address): City of Lake Worth Water Utilities Dept.

You are directed to proceed promptly with the following Change(s):

Purpose of the work: Due to a design plan addition the following work is required:

- Provide new 8" water main on 15th Ave S & S G St and new water meters/services per the attached plan sheets. Payment shall be based on unit prices for work actually installed by Contractor and measured by the Engineer, and shall be paid under Optional Services. The attached schedule of values will be added to unit cost pay application in an expanded layout.

Attachments: Schedule of values and design plans

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of Determining change in Contract Price:
 _____ Time & Materials
 _____ X _____ Unit Price as Negotiated
 _____ Cost Plus fixed Fee

Method of Determining change in Contract Time:
 _____ Contractor's Records
 _____ Engineer's Records
 _____ X _____ Other

Estimated Increase (decrease) in Contract Price: \$310,147.02 additional value covered by contingency. If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated Increase (decrease) in Contract Time: 60 Days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

Reviewed and Recommended by:	<u>K. Motta</u> _____ Engineer of Record	<u>November 29, 2021</u> _____ Date
Accepted by:	<u>[Signature]</u> _____ Contractor	<u>November 30, 2021</u> _____ Date
Authorized by:	<u>[Signature]</u> _____ Assistant Water Utilities Director	<u>11/30/21</u> _____ Date
Authorized by:	<u>[Signature]</u> _____ Water Utilities Director	<u>11/30/21</u> _____ Date

The CONTRACTOR and the OWNER agree that this WORK DIRECTIVE CHANGE represents the complete agreement of the parties with respect to these matters as of the date of this WORK DIRECTIVE CHANGE. By approving this WORK DIRECTIVE CHANGE, 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 WORK DIRECTIVE CHANGE except those claims made in writing to the OWNER prior to the effective date of this WORK DIRECTIVE CHANGE.



WATER UTILITIES DEPARTMENT
 301 COLLEGE STREET
 LAKE WORTH BEACH, FL 33460
561.586.1710

WORK DIRECTIVE CHANGE

WDC Number: 03
 Date of Issuance: 06/16/2022 P.O.: 185598
 Project Number: SG 2101
 Project Name: 2" Water Main Replacement Phase 5 & 6
 Contractor: Amici Engineering Contractors, LLC Contractor Phone: 954 650 4699
 Engineer: Craven Thompson & Associates, Inc.
 Owner (Name, Address): City of Lake Worth Water Utilities Dept.

You are directed to proceed promptly with the following Change(s):

Purpose of the work: Due to a design plan addition the following work is required:

- Task 01. Flagging Labor - \$1,154.25
- New 2" water meter and service for Holt's Mobile Home utilizing the contract line items. (Billed within contract line items - \$13,033.00) – 1 day
- Task 02. T&M hours spent repairing sewer manhole repair on S B St – 1 day \$2,574.39
- Task 03: Sewer Manhole Repair - 15th Ave and South C Terr – 2 days \$6,349.90
- Task 04: Saw Rental - \$549.00
- Task 05 & 06: T&M hours spent clearing garbage from alley – 2 day \$4343.88
- Task 07: 8-inch line (12th Ave S and S E Street) – 8 day \$10,229.49
- Task 08: Plumber invoice - \$500
- Task 09: Emergency water service at 1402 S B St - \$2,371.49
- Task 10: Cut & cap unrestrained water main 12th Ave S and S B St. – \$1337.02
- Material Delay 28 days
- Delay for Palm Beach County Permitting 51 days
- Total time and cost - 93 days \$29,409.42

Attachments: Design plans, and T&M hour breakdown for small/large crews.

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of Determining change in Contract Price:
 Time & Materials
 Unit Price as Negotiated
 Cost Plus fixed Fee

Method of Determining change in Contract Time:
 Contractor's Records
 Engineer's Records
 Other

Estimated Increase (decrease) in Contract Price: \$0 additional value covered by contingency. If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated Increase (decrease) in Contract Time: -93- Days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

Reviewed and Recommended by: [Signature] June 16, 2022
 Engineer of Record Date
 Accepted by: [Signature] 6/16/2022
 Contractor Date
 Authorized by: Giles Rhoads 6/17/2022
Digitally signed by Giles Rhoads Date: 2022.06.17 08:39:19 -04'00' Assistant Water Utilities Director Date
 Authorized by: Brian Shields 6/17/2022
2022.06.17 09:40:04 -04'00' Water Utilities Director Date

The CONTRACTOR and the OWNER agree that this WORK DIRECTIVE CHANGE represents the complete agreement of the parties with respect to these matters as of the date of this WORK DIRECTIVE CHANGE. By approving this WORK DIRECTIVE CHANGE, 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 WORK DIRECTIVE CHANGE except those claims made in writing to the OWNER prior to the effective date of this WORK DIRECTIVE CHANGE.

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 29, 2022

DEPARTMENT: Water Utilities

TITLE:

Agreement with Utility Service Co., Inc. for Elevated Water Tanks Maintenance Services

SUMMARY:

Agreement with Utility Service Co., Inc. for Elevated Water Tanks Maintenance Services for a total cost of \$908,417.00 over the ten year contract, with a cost of \$280,706 in Fiscal Year 2023.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposals #22-202 for maintenance of the water utility's two elevated water storage tanks, one located at the water plant site and one at 22nd Avenue North and N D St. The maintenance of the tanks includes inspections, washouts, painting and specialized services. The Request for Proposals also included painting several exterior sections of the Jo-Ann Golden Reverse Osmosis Water Treatment Plant where the blue color has faded and coating the generator muffler exhaust stack, which is showing signs of corrosion. Three proposals were received and scored by a selection committee. Utility Service Co. received the highest score and City staff proceeded to negotiations with them. Portions of the scope of work were updated and revised to be the most cost effective and the term of the agreement was changed from five to ten years. The tanks require exterior renovation every eight to ten years, which was last done in 2008. The tanks were last painted in 2013, which also should be updated in the same timeframe. Interior renovations should be completed every twelve to fifteen years and was completed on both tanks in 2013.

MOTION:

Move to approve/disapprove Agreement with Utility Service Co., Inc. for Elevated Water Tanks Maintenance Services for a total cost of \$908,417.00 over the ten year contract, with a total cost of \$280,706 in Fiscal Year 2023.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement
Evaluation Matrix
Tank Renderings with City Logo

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	280,706	262,341	242,849	17,503	17,503
Capital	0	0	0	0	0
Net Fiscal Impact	280,706	262,341	242,849	17,503	17,503
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

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

Budget Transfer Impact		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		

Contract Award - Existing Appropriation		
	Expenditure	
Department	Water	
Division	Treatment	
GL Description	Other Contractual Services	
GL Account Number	402-7022-533.34-50	
Project Number	N/A	
Requested Funds	\$280,706	

**AGREEMENT FOR MAINTENANCE SERVICES
(ELEVATED WATER TANKS MAINTENANCE)**

THIS AGREEMENT is made _____, 2022, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Utility Service Co., Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR") with its office located at 1230 Peachtree Street NE, Ste 1100, Atlanta, GA 30309.

RECITALS

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

WHEREAS, the CITY issued Request for Proposals #22-202 for the annual inspection, painting, and maintenance services on elevated potable water storage tanks in accordance with Florida Administrative Code Chapter 62-550 ("RFP"); and

WHEREAS, CONTRACTOR submitted a proposal to provide elevated water tanks maintenance services as described and set out in the RFP; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal (with the CONTRACTOR's proposed rates attached hereto as **Exhibit "A"**) in order for CONTRACTOR to render the services to the CITY as provided herein; and

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

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

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

1. TERM

1.1 The term of this Agreement for Maintenance Services ("Agreement") shall be for ten (10) years, and dependent on the annual appropriation of funds by the CITY's City Commission. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes furnishing the required labor, supervision, transportation, tools, equipment, materials and supplies necessary for completing the inspection, painting and specialized services on two (2) 300,000-gallon elevated potable water storage tanks as more specifically set forth in the RFP's Scope of Work, which is attached hereto as **Exhibit "B"**. Work shall commence upon the issuance of a Purchase Order by the City.

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

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

2.4 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the RFP and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

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

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

4. SERVICES

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

5. FEE AND ORDERING MECHANISM

5.1 For goods and services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for the goods and services provided and accepted by the CITY at the rates set forth in CONTRACTOR's proposed rates which are attached as **Exhibit "A"**. The rates set forth in Exhibit "A" shall remain fixed for the duration of this Agreement. If due to applicable price escalations and/or reductions which impact the CONTRACTOR's rates in Exhibit "A", the CITY and CONTRACTOR may execute a written amendment to this Agreement. The City Manager may approve changes in the CONTRACTOR's rates based on the recommendation of the City's Director of Water Utilities.

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

5.3 The CITY's ordering mechanism for the Scope of Work (including each order of specific services) under this Agreement will be by a CITY issued Purchase Order(s); however, the terms and conditions stated in a CITY issued Purchase Order(s) shall not apply. CONTRACTOR shall not provide services under this Agreement without a CITY issued Purchase Order specifically for the stated services requested. The City's Fiscal Year ends on September 30th of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order(s) each Fiscal Year for required and approved goods and services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work of Work in accordance with Exhibit "B" shall not exceed the amounts set forth in Exhibit "A", and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for the provided goods and services.

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

8. AUDIT BY CITY

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

9. COPIES OF DATA/DOCUMENTS

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

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

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

12. DEFAULTS, TERMINATION OF AGREEMENT

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

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

13. INSURANCE

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

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

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

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

14. WAIVER OF BREACH

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

15. INDEMNITY

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

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

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

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

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

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; **Exhibit "A"** (the CONTRACTOR's rates); **Exhibit "B" Scope of Work**; any CITY issued Purchase Orders; and, the RFP (including all specifications, exhibits and addenda attached thereto and referenced therein). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail

with any CITY issued Purchase Order(s) and the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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

17. ASSIGNMENT

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

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

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

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

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

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

22. NOTICES

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

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

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

Utility Service Co., Inc.
1230 Peachtree Street NE, Ste 1100
Atlanta, GA 30309

Utility Service Co., Inc.
535 Gen. Courtney Hodges Blvd
P O Box 1350
Perry, GA 31069

23. SEVERABILITY

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

24. DELAYS AND FORCES OF NATURE

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

work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25. COUNTERPARTS

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

26. LIMITATIONS OF LIABILITY

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

27. PUBLIC ENTITY CRIMES

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

28. PREPARATION

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

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

31. PUBLIC RECORDS

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

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

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

32. COPYRIGHTS AND/OR PATENT RIGHTS

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

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the CITY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor/Contractor be authorized to use the CITY's tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

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

36. DAMAGE TO PERSONS OR PROPERTY

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

37. SAFETY: ACCIDENT PREVENTION.

37.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation including without limitation Chapter 23 CFR 635. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

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

37.3 Pursuant to 29 CFR 1926.3, it is a condition of this Agreement that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance

to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

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

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

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

39. SCRUTINIZED COMPANIES

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

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

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

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

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

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

40. E-VERIFY

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

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

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

40.3. Maintain copy of the Master Subcontract Agreement(s) and provide the same to the CITY upon request;

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

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

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

41. SURVIVABILITY

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Maintenance Services (Elevated Water Tanks Maintenance) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

Utility Service, Co., Inc.

[Corporate Seal]



By: _____

Print Name: Jonathan Cato

Title: Chief Operating Officer

STATE OF Georgia)
COUNTY OF Houston)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 10th day of November 2022, by Jonathan Cato, as the Chief Operating Officer [title] of Utility Service Co., Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal



Lara A. Townsend
Notary Public Signature

Exhibit A

CONTRACTOR'S RATES PROPOSAL

City of Lake Worth Beach Tank Maintenance Breakdown			
Year	Year	Description of Services	Pricing (with spread)
2023	1	Local Tank - Exterior Painting and renovation to white (excludes final logo/design), washout; Inspection both tanks	261,214
		Paint RO WTP exterior building and exhaust piping	included
		NEW* - Paint City logo on Local tank	19,492
2024	2	North Tank - Full Containment exterior painting and renovation to white	242,849
		NEW* - Paint City logo on North tank	19,492
2025	3	Washout & Interior renovation at Local Tank, Inspections at both	242,849
2026	4	Washout & Interior renovation at North Tank, Inspections at both	17,503
2027	5	Washout at Local Tank, Inspections at both	17,503
2028	6	Washout at North Tank, Inspections at both	17,503
2029	7	Washout at Local Tank, Inspections at both	17,503
2030	8	Washout at North Tank, Inspections at both	17,503
2031	9	Washout at Local Tank, Inspections at both	17,503
2032	10	Washout at North Tank, Inspections at both	17,503
TOTAL			908,417

Exhibit B

Scope of Work

The City owns and maintains two (2) 300,000-gallon elevated potable water storage tanks. One, the Local Elevated Tank, is located at the Water Treatment Plant site at 301 College Street, Lake Worth Beach, FL 33460 while the other, the North Elevated Tank, is located at 900 22nd Avenue North, Lake Worth Beach, FL 33460. The supports of the water tank, ladder, tower system and all above ground components are included as part of this and referred to throughout as the "tank". Available record drawings were provided in RFP. Included in this scope of work is furnishing the required labor, supervision, transportation, tools, equipment, materials and supplies necessary for completing the inspection, painting and specialized services in accordance with the specifications set forth in the accepted proposal.

Contractor shall maintain the Safety Program stating company policy on all safety procedures. Procedures are to include workers protection, confined space and general safety procedures.

The Contractor shall maintain a Florida Registered Professional Engineer on staff as a full-time employee or a sub-contractor available for the duration of the Contract.

Inspection

The Contractor will annually inspect and service the tanks in accordance with the attached schedule of work. Any schedule or service changes will be made in writing and approved by both parties. The tanks will be inspected to ensure the whole structure is in a sound, water tight condition. As mentioned, this whole structure includes all components of the elevated water tower system; tank, access hatches, support structure, ladders, etc. All inspection written reports must be completed, signed and forwarded to the City Water Plant Manager within three months of completion of work. All visual, inspection, maintenance and engineering reports shall contain, at a minimum, the summary of work performed, work scheduled to be completed, type and general condition of the coatings, safety and security issues, and structural findings (foundation, ladders, roof if applicable, vents, piping).

Washouts & Interior Inspection

The tanks will be completely drained and cleaned for the washout to remove all mud, silt and other accumulations that might be harmful to the tank or its contents. The bowl and lower sidewalls shall be thoroughly cleaned using a pressure washer. The cleaning will utilize high pressure equipment with chlorine bleach. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to being placed back into service. The City will conduct any bacteriological samples required. The interior inspection will be followed up with a signed and sealed inspection report from a PE licensed in the State of Florida. Only material approved for use in potable water tanks will be allowed to be used on any interior surface area. Contractor will supply all necessary equipment, parts and labor to perform the washout and internal inspections.

Painting

When painting is required, per the attached schedule below, all products and procedures shall be equal to or exceed the requirements of the Florida Department of Environmental Protection Agency (FDEP), American Water Works Association (AWWA), and the Association for Materials Protection and Performance (AMPP) as to surface preparation, coating materials and disinfection.

The Contractor will clean and repaint the exterior of the tank according to the schedule of work below for Exterior and Interior. When exterior painting is scheduled, the Contractor agrees to utilize a coating system which best suits the conditions, environment and general location of the tank. All coatings shall be produced and supplied by a reputable manufacturer with a minimum of fifteen years' experience. The first-year exterior painting of the Local Water Tank shall include exterior pressure wash and exterior overcoat of the existing coating system including application of the new City logo, per photo rendering at the end of this exhibit. This asset will not require an exterior containment and blast as this was completed during the last exterior renovation. The second-year exterior painting of the North Tank will include an exterior renovation including full containment and sandblasting. Tenting may be required for sandblasting and proximity to Interstate 95 and surrounding residences. All material, labor, equipment and waste is the responsibility of the Contractor and such waste shall be disposed of properly and legally. The painting design will be provided by the City and all colors to be used shall be submitted to the City for approval first.

Exterior

As part of the exterior renovation of the North tank, the tank will receive an abrasive blast cleaning to "Commercial Blast SSPC- SP 6" finish, removing all visible oil, grease, dust, dirt, mill, scale, rust, coatings, oxides, corrosion products and any other foreign matter on the surface by the recommended methods outlined in the Society for Protective Coatings (SSPC) Specification SSPC-SP #6 or latest written specification. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris. If excessive corrosion or rust is found, owner is to be notified and recommendations given for different repairs. A containment system shall be utilized as specified in SSPC-Guide 6 latest written version. An onsite dust collector shall be utilized during all abrasive blasting operations and shall have a minimum of 20,000 CFM. All areas tool cleaned shall be spot primed with a rust inhibitive metal primer and all rusted areas shall be tool cleaned per SSPC-SP#22, # 3 cleaning methods. One (1) full primer coat of Tnemec Series 90-97 zinc coating or equal shall be applied to 100% of the exterior surfaces. One (1) full intermediate coat of Tnemec Series 66 epoxy coating shall be applied to 100% of the exterior surfaces. Paint the tank the specified design by owner, which shall be provided at a later date. One (1) full finish coat of Tnemec Series 1075 urethane coating shall be applied to 100% of the exterior surfaces. All screens (top vent, ladder access) will be checked and replaced as necessary.

Interior

Damage caused to interior surfaces during draping operations shall be repaired utilizing hand/power tool cleaning and the application of 100% solids epoxy. Ensure the tank complies with all Federal, State and Local regulations. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No 10 "near white" finish. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris. A high build epoxy liner manufactured by Tnemec Epoxy or equal shall be applied:

- a. Primer Coat: One (1) complete coat of Tnemec Series N140 Epoxy or equal shall be applied to achieve a dry film thickness of 3 to 5 mils.
- b. Finish Coat: One (1) complete finish coat of Tnemec Series N140 Epoxy or equal shall be applied to achieve a dry film thickness of 4 to 6 mils
- c. Contrasting Coat: Each coat of epoxy shall be of a contrasting color
- d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams

After the liner has properly cured, the interior surfaces shall be disinfected per latest AWWA Spray Method for disinfection. The tank shall be sealed and ready for service after the disinfection spray process is completed. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the state. Once the test results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of legally and properly. Any permit required by the State shall be obtained by the Contractor. During the project, a N.A.C.E. certified inspector will monitor the work to ensure first rate workmanship. A report of the renovation must be supplied to the City and shall be completed and signed by a PE registered in the State of Florida.

RO Water Treatment Plant Building

The first year scope will also include surface preparation and painting of the existing blue accent portions of the exterior of the reverse osmosis water treatment plant building that are faded. The building is approximately 65-ft wide by 215-long by 26'-8"-ft tall, with seventeen (17) sections to be painted, each an area approximately 10-ft by 11-ft. Also included in the first year scope is the external muffler exhaust stack piping from the generator in the RO building. It is to be sandblasted and coated with Tnemec-Zinc or equal. The piping is steel that is exhibiting signs of rust.

Miscellaneous

Any modifications to the tank requested by the third party, including antenna installations and review of any plans for antenna placement or modification shall be reviewed by the Contractor acting as the City's professional expert. Cost of the review process will be paid by the requesting third party to the Contractor directly.

Tank Maintenance Contractor shall be responsible for repairing any acts of vandalism to the tanks. The City shall provide Tank Maintenance Contractor notice of any acts of vandalism and request response plan and schedule for repair within one week or mutually agreed upon timeframe. Tank Maintenance Contractor shall be responsible for repairs up to \$1,000 value per year. Anything above \$1,000 per year, the City shall pay a mutually agreed upon price. Only one tank may go out of service at a time.

The Contractor will be expected to provide emergency services as needed and to handle any problems with the tank. The Contractor will also be expected to maintain and replace, as needed, the clearance lights on the top of the Local Tank.

Schedule:

Year 1 (FY2023) – Local Tank - Exterior painting and renovation, Inspection both tanks, Paint RO WTP exterior building, paint City logo on Local tank

Year 2 (FY2024)– North Tank – Full containment exterior painting and renovation, Inspection both tanks, paint City logo on North tank

Year 3 (FY2025) – Washout and Interior renovation at Local Tank, Inspection both tanks

Year 4 (FY2026) – Washout and Interior renovation at North tank, Inspection both tanks

Year 5 (FY2027)– Washout at Local tank, Inspection both tanks

Year 6 (FY2028) -Washout at north tank, Inspection both tanks

Year 7 (FY2029) – Washout at local tank, Inspection both tanks

Year 8 (FY2030) – Washout at north tank, Inspection both tanks

Year 9 (FY2031) – Washout at local tank, Inspection both tanks

Year 10 (FY2032) – Washout at north tank, Inspection both tanks



City of Lake Worth Beach
Evaluation Matrix

RFP #22-202 Elevated Water Tanks Maintenance

		RANKED:	2	1	3
Evaluation Criteria Score Sheet:		Weight	TANKREHAB.COM,LLC	UTILITY SERVICE CO.,INC	RAZORBACK LLC
1	Responsiveness to RFP & Work Plan Completeness of proposal (0-5) 2. Respondent covered all requirements of the solicitation scope of services in their proposal and has clearly provided an evidence of ability to successfully perform all identified services in their proposal (0-5) 3. Evidence of ability to deliver and perform the services within the timelines described in the scope. Clearly drafted work plan with schedule for each tank each year (0-5)	15	31	39	35
2	Cost Effectiveness 1. Points will be calculated by using low/high formula for each Respondent using the total price for 5 years (lowest submitted cost/respondent cost X 30 points)	30	90	87	78
3	Successful Experience and Qualification of Staff/Firm& Similar Projects 1. Firm qualifications, licenses, and subject knowledge and experience with similar sized and type tank maintenance (0-10) 2. Evidence of available experienced staff to perform the services (0-10) 3. Respondent provided resume of the qualified Florida Registered Professional Engineer that is to be available during the contract period (0-10) 4. Safety Plan included (0-5) 5. Prior experience with minimum ten (10) similar projects, preferably in the State of Florida in the last 10 years (0-5)	40	95	112	83
4	References 1. References from at least (3) entities for similar projects or work (0-5)	5	7	15	15
5	Veteran Business Enterprise, Small Business and Local Business Preference 1. Respondent has provided supporting documentation claiming veteran business enterprise, small business or local business preference.	5	0	0	0
6	Default, Termination, Litigation, Debarment, etc. 1. Instances of a default under a similar project or contract; 2. Instances of litigation related to a similar project or contract; 3. Instances of on any debarment by a local, state or federal governmental entity (No instances provides the full score of 5 points, the rest is evaluated accordingly. Respondents that do not address this item in their proposal will score 0 points)	5	14	15	0
Total Points Received:			237	268	211
Exhibit "B" - City's Campaign Contribution Statement			SUBMITTED	SUBMITTED	SUBMITTED
Exhibit "C" - Respondant Information Form			SUBMITTED	SUBMITTED	SUBMITTED
Exhibit "D" - Similar Projects			SUBMITTED	SUBMITTED	SUBMITTED
Exhibit "E" - References			SUBMITTED	SUBMITTED	SUBMITTED
Exhibit "F" - Drug Free Workplace Form			SUBMITTED	SUBMITTED	SUBMITTED
Exhibit "G" - Scrutinized Companies Certification			SUBMITTED	SUBMITTED	SUBMITTED
Exhibit "H" Price Sheet			SUBMITTED	SUBMITTED	SUBMITTED
Exhibit "I" - Veteran Bus. Enterprise, Small Bus. Local Bus. Preference			N/A	N/A	N/A
default, termination, litigation statement			SUBMITTED	SUBMITTED	STATEMENT NOT PROVIDED



City of Lake Worth Beach
IFB 22-202 Elevated Water Tanks Maintenance
Cost Proposal Evaluation

		TANKREHAB.COM, LLC	UTLITY SERVICE CO.,INC.	RAZORBACK LLC
ITEM #	DESCRIPTION			
Year 1	Local Tank -Full containment Exterior Painting and renovation to white (excludes final logo/design), interior renovation and washout; Inspection both tanks	\$ 375,000.00	\$ 372,372.00	\$ 480,000.00
	Paint RO WTP exterior building and exhaust piping	\$ 75,000.00	\$ 18,365.00	\$ 15,000.00
	Antenna corral installation - Furnish and install full antenna corral system including posts, railings, mounting, gate, fall protection, wiring channels and supports, lightning protection, aviation lights and associated components as shown in drawings	\$ 80,000.00	\$ 98,305.00	\$ 80,000.00
	Antenna Corral Installation - Relocate existing antennas and wiring	\$ 50,000.00	\$ 290,339.00	\$ 40,000.00
Year 2	North Tank – Full containment exterior painting and renovation to white, Interior renovation and washout, mixing	\$ 520,000.00	\$ 365,014.00	\$ 590,000.00
Year 3	Washout at Local tank, Inspection both tanks	\$ 6,500.00	\$ 7,628.00	\$ 33,000.00
Year 4	Washout North tank, Inspection both tanks	\$ 6,500.00	\$ 7,757.00	\$ 35,000.00
Year 5	Washout Local tank, Inspection both tanks	\$ 6,500.00	\$ 7,787.00	\$ 37,000.00
	Total for 5 Yers	\$ 1,119,500.00	\$ 1,167,567.00	\$ 1,310,000.00
<i>*Alternate</i>	<i>Direct wire active mixing system (each as quoted)</i>	\$ 35,000.00	\$25,914.00 & \$26,831.00	\$ 80,000.00
	**Total Earned Points (up to 30)	30	29	26

* Alternate has not been used in calculation of the total cost points

** lowest cost/vendor cost*30 (rounded)



City of Lake Worth Beach, FL
300,000 Gallon Elevated Tank
300,000 Gallon Single Pedestal

Revision Date: 8/14/22

Approval

Signature _____

Name _____ Date _____

PAGE
1
OF
5



Advanced Solutions
Utility Service Co., Inc.



City of Lake Worth Beach, FL
300,000 Gallon Elevated Tank
300,000 Gallon Single Pedestal

Revision Date: 8/14/22

Approval

Signature _____

Name _____ Date _____

PAGE
2
OF
5

 **VEOLIA**
Advanced Solutions
Utility Service Co., Inc.



City of Lake Worth Beach, FL
300,000 Gallon Elevated Tank
300,000 Gallon Single Pedestal

Revision Date: 8/14/22

Approval

Signature _____

Name _____ Date _____

PAGE
3
OF
5



Advanced Solutions
Utility Service Co., Inc.



City of Lake Worth Beach, FL
300,000 Gallon Elevated Tank
300,000 Gallon Single Pedestal

Revision Date: 8/14/22

Approval

Signature _____

Name _____ Date _____

PAGE
4
OF
5



Advanced Solutions
Utility Service Co., Inc.



City of Lake Worth Beach, FL
300,000 Gallon Elevated Tank
300,000 Gallon Single Pedestal

Revision Date: 8/14/22

Approval

Signature _____

Name _____ Date _____

PAGE
5
OF
5

 **VEOLIA**
Advanced Solutions
Utility Service Co., Inc.



City of
Lake Worth
BeachSM
FLORIDA

City of Lake Worth Beach, FL
300,000 Gallon Elevated Tank
300,000 Gallon Single Pedestal

Revision Date: 8/14/22

Approval

Signature _____

Name _____ Date _____

PAGE
5
OF
5



Advanced Solutions
Utility Service Co., Inc.

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 29, 2022

DEPARTMENT: Electric Utility

TITLE:

Demand Response Program Consulting Support

SUMMARY:

Retention of Quanta Technology to conduct a demand response study.

BACKGROUND AND JUSTIFICATION:

Demand Response refers to a process by which an electric utility can exercise limited control of customer-owned equipment to remotely turn equipment off during periods of high electric demand to effect reductions in electric system demand. Demand Response has been identified as having potential benefit to the City's electric utility in reducing system demand and is included as a potential resource in the City's Electric Utility Integrated Resource Plan (IRP).

In order to better understand the costs and benefits of deploying such a program Staff obtained multiple proposals and has selected Quanta Technology to perform Phase I of the study which will include:

- Collection of data from the City's electric utility system to determine how much demand is available for reduction or shifting load
- Defining program potential benefits
- Conducting a technology assessment to evaluate choices technology to be employed
- Detailing anticipated impacts and costs

The Phase I study will allow us to quantify how much demand reduction potential exists in our customer base, which types of customer-owned equipment is most viable for inclusion in the program, the technology by which the equipment will be controlled, and the capital and operating costs associated with deployment and operation of the program. A Phase I study was included in the Electric Utility Fiscal Year 2023 approved budget.

It is contemplated that should the Phase I study yield a compelling business case, that Phases II and III would follow and would include the development of RFPs for program deployment and actual deployment.

MOTION:

Move to approve/disapprove retaining Quanta Technology at a cost of \$49,948 to conduct Phase I of the Demand Response Study.

ATTACHMENT(S):

Fiscal Impact Analysis

Task Order 1

PSA

Quanta Technology Proposal

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$49,948	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$49,948	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric Utility
Division	Power Generation
GL Description	Contractual Services
GL Account Number	401-6031-531-34-50
Project Number	N/A
Requested Funds	49,948

PROFESSIONAL SERVICES AGREEMENT
(Electric Demand Response Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Quanta Technology, LLC**, a State of Delaware limited liability company registered to do business in the State of Florida (“CONSULTANT”).

RECITALS

WHEREAS, the City is in need of a consultant to provide demand response consulting services to the City’s Electric Utility in its effort to define and characterize a Demand Response program that will provide involvement opportunities to City residents and yield operational benefits to the City of Lake Worth Beach with a goal of achieving a 5 MW or similar target demand reduction; and

WHEREAS, the CONSULTANT has significant experience in assisting municipal organizations in demand response program development;

WHEREAS, the Consultant has provided the City with a cost proposal dated August 31, 2022 to provide the needed consulting services; and

WHEREAS, the City’s procurement code, section 2-112(c), authorizes the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the CONSULTANT to the City; and,

WHEREAS, the City finds entering this Agreement with the CONSULTANT serves a valid public purpose.

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

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. The CONSULTANT shall provide demand response consulting services to the City’s Electric Utility in its effort to define and characterize a Demand Response program that will provide involvement opportunities to City residents and yield operational benefits to the City of Lake Worth Beach with a goal of achieving a 5 MW or similar target demand reduction, provide strategy sessions, project management and related services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that CONSULTANT will act hereunder as an independent contractor and none of the CONSULTANT’s, officers, directors, employees, independent contractors, representatives or agents performing services for CONSULTANT pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and CONSULTANT is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

(a) Term. The term of this Agreement shall commence upon the approval of this Agreement and shall be for the term necessary to complete all services as set forth in the Consultant's proposal (Exhibit "A") unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

(b) Time for Completion. Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth by the City.

(c) Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, regulations, epidemic or pandemic. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible. Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

(d) Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

(e) Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

(f) Early Termination. If this Agreement is terminated before the completion of all services by either party, the CONSULTANT shall:

1. Stop services on the date and to the extent specified including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

(g) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated

or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify CONSULTANT of such occurrence and either the City or CONSULTANT may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay CONSULTANT for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

(a) **Task Order(s).** This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services identified herein. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the CONSULTANT's currently hourly fee set forth in the CONSULTANT's proposal and attached hereto as **Exhibit "B"**. If a sub-consultant(s) is to be utilized for services under a task order, the CONSULTANT shall obtain a written proposal from the sub-consultant(s) and attach the same with to the CONSULTANT's proposal submitted to the City. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the City Manager (if within her purchasing authority of \$50,000 or less) or the City Commission. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City or upon the CONSULTANT's receipt of a fully executed task order for the services. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

(b) **Invoices.** Unless otherwise agreed in an issued Task Order, the CONSULTANT shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will be paid within thirty (30) days following the City's receipt of the CONSULTANT's invoice.

SECTION 6: INDEMNIFICATION. The CONSULTANT, its officers, employees and agents shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, of the CONSULTANT, its officers, directors, employees, representatives and agents employed or utilized by the CONSULTANT in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the CONSULTANT, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the

services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the CONSULTANT under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the CONSULTANT shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The CONSULTANT is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the CONSULTANT shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the CONSULTANT. All such insurance policies may not be modified or terminated without the express written authorization of the City.

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

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

Additional Insured status shall be provided pursuant and subject to ISO Form CG 20 10 12 19 (ongoing operations) and, if applicable, CG 20 37 12 19 (completed operations), or equivalent forms for coverages other than Commercial General Liability, to the extent that the loss or claim in question is caused by the CONSULTANT's negligence in its operations in and during the performance of the Work, and to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by CONSULTANT under this Agreement, it being the express intent and understanding of the Parties that, up to specified limits, additional insured status is provided hereunder as a support to performance of CONSULTANT's expressly assumed, covered indemnity obligations hereunder.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The CONSULTANT shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business. In no circumstances will CONSULTANT be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. CONSULTANT acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier or sub-CONSULTANT under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of

36 months following the date of being placed on the convicted vendor list. The CONSULTANT will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth Beach, FL 33460

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

Quanta Technology, LLC
Attn: Diana Prkacin
Jesus Gonzalez
4020 Westchase Boulevard, Ste 300
Raleigh, NC 27607

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the CONSULTANT to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and any City issued Task Orders. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, Exhibit 'A' and a City issued Task Order, the terms and conditions of this Agreement shall prevail with the City issued Task Order next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT in a City issued Task Order shall become the property of the City. The CONSULTANT may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the CONSULTANT, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the CONSULTANT for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the

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

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

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 36: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 37: SCRUTINIZED COMPANIES. The CONSULTANT certifies that it and its sub-consultants are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONSULTANT or any of its sub-consultants are found to have submitted a false certification; or if the CONSULTANT or any of its sub-consultants, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

SECTION 38: E-VERIFY. To the extent applicable, pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the sub-consultants' newly hired employees. A violation of Section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement and the CONSULTANT may not be awarded a contract for at least one (1) year after the

date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

SECTION 39: WAIVER OF CERTAIN DAMAGES. Notwithstanding any other provisions of this Agreement to the contrary, neither City nor CONSULTANT shall be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, exemplary, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to CONSULTANT's : (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, (iii) gross negligence, and/or (iv) breach of confidentiality provisions; nor shall the limitation apply to City's liability, if any, for payment for termination without cause or suspension of CONSULTANT without CONSULTANT's fault. "Third-Party Claim" means a claim by any person other than (i) a Party, (ii) person providing or receiving indemnity under this Contract, or (iii) a third-party beneficiary to this Agreement.

SECTION 40: OVERALL LIABILITY CAP. Notwithstanding anything in this Agreement, any Order, or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, CONSULTANT's maximum aggregate liability hereunder or with respect to any Task Order or the subject matter thereof, regardless of cause (whether in contract, tort, strict liability, or otherwise), other than claims indemnified by CONSULTANT hereunder, shall not exceed in the aggregate an amount equal to the greater of (A) the total amount of compensation paid to CONSULTANT hereunder or for the Task Order; and (B) (with respect to losses covered by policies of insurance CONSULTANT is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss.

SECTION 41: WARRANTY. CONSULTANT's warranty for workmanship and materials, if any, shall extend one (1) year from substantial completion of CONSULTANT's Work (or the earlier termination of this Agreement); and in addition, with regard to defects and non-conformances corrected pursuant thereto, CONSULTANT's warranty term shall extend one (1) year from the date of repair; however, in no event shall CONSULTANT's foregoing warranty, nor any warranty obligations of CONSULTANT under this Agreement, extend for more than two (2) years from Substantial Completion of its Work (or the earlier termination of this Agreement).

THE EXPRESS WARRANTIES OF CONSULTANT SET FORTH IN A TASK ORDER ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE), AND CONSULTANT HEREBY DISCLAIMS, AND CITY HEREBY WAIVES, ANY AND ALL SUCH OTHER WARRANTIES. THE WARRANTY COVERAGE SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY BY CITY FOR CLAIMS RELATED TO AND ARISING FROM DEFECTIVE WORK UNDER A TASK ORDER.

CONSULTANT is not and shall not be held liable for any alleged breach of the warranties given in at Task Order to the extent caused by or arising out of:

- (a) Ordinary Wear and Tear in the operation of the project;
- (b) Alterations or Repairs carried out by persons not authorized by CONSULTANT;
- (c) Services provided by, or the use of materials, equipment, layouts or designs supplied or required by any party other than CONSULTANT, its subconsultants or suppliers unless approved by CONSULTANT in writing;
- (d) A Force Majeure Event (as it applies to time of performance); or

(e) The City's failure to maintain the project or any part thereof consistent with CONSULTANT's direction or industry standards.

SECTION 41: OWNERSHIP OF SUPPLIER INTELLECTUAL PROPERTY. The City acknowledges that, as between CONSULTANT and City, any intellectual property that CONSULTANT developed independently of City and/or pre-exists CONSULTANT's performance of the Work pursuant to this Agreement ("***Consultant IP***") is the sole and exclusive property of CONSULTANT. If any CONSULTANT IP is incorporated into the Work or any Deliverable, CONSULTANT hereby grants to City a perpetual, irrevocable, non-exclusive, worldwide, freely transferable license to use, reproduce, publicly perform, publicly display, and digitally perform such CONSULTANT IP, as necessary to use, maintain, and further modify the Work, in any media now known or hereafter discovered, together with the right to further sublicense the foregoing rights to any City affiliate.

REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement for Electric Demand Response Consulting Services as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT:

Quanta Technology, LLC

By: _____
David Elizondo

[Corporate Seal]

STATE OF NORTH CAROLINA)
COUNTY OF WAKE)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 7 day of NOVEMBER, 2022, by **Quanta Technology, LLC**, a State of North Carolina limited liability company, who is personally known to me or who has produced NC DRIVER LICENSE as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Stephanie Trammell
Notary Public Signature
my COMMISSION EXPS: 3/29/2026
Notary Seal:



EXHIBIT "A"
(Sample Task Order)
TASK ORDER No. _____

PROFESSIONAL SERVICES
(Electric Demand Response Consulting Services)

THIS TASK ORDER FOR PROFESSIONAL SERVICES ("Task Order") is made on the day of _____, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and **Quanta Technology, LLC**, a State of North Carolina limited liability company ("CONSULTANT").

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT's Proposal, dated _____ and services are generally described as: _____ (the "Project").

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach Electric Utility with demand response consulting services for the Project as specified in the **CONSULTANT's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

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

4.0 Compensation

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

5.0 Project Manager

The Project Manager for the CONSULTANT is _____, phone (_____; email: _____; and, the Project Manager for the City is _____, phone: _____; email: _____.

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued pursuant to the Professional Services Agreement (Electric Demand Response Consulting Services) between the City of Lake Worth and the CONSULTANT, dated _____ ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Carmen Y. Davis, City Manager

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: **Quanta Technology, LLC**

By: **DO NOT SIGN – SAMPLE ONLY**

[Corporate Seal]

STATE OF NORTH CAROLINA)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____, 2022, by **Quanta Technology, LLC**, a State of North Carolina limited liability company, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Notary Public Signature

Notary Seal:

Exhibit “B”

Consultant’s Hourly Rates

4.4 Hourly Rate Schedule

Quanta Technology Standard Hourly Rates are shown below.

Table 4-2. Quanta Technology Standard Hourly Rates for 2022

Title	Standard Rates (Shown in USD)
Executive Advisor	\$342
Principal Advisor	\$288
Senior Advisor	\$244
Senior AMI Project Manager / Technical Advisor	\$244
Senior Engineer	\$147

These rates are exclusive of taxes, which are the customer’s sole responsibility.

TASK ORDER No. _____

**PROFESSIONAL SERVICES
(Electric Demand Response Consulting Services)**

THIS TASK ORDER FOR PROFESSIONAL SERVICES (“Task Order”) is made on the day of _____, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Quanta Technology, LLC**, a State of North Carolina limited liability company (“CONSULTANT”).

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated August 31, 2022 and services are generally described as: Demand Response Study, Phase 1 (the “Project”).

2.0 Scope

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

3.0 Schedule

The services to be provided under this Task Order shall be completed within 8 to 12 weeks from the City’s approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of \$ **49,948.00**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is Jesus Gonzales, phone (919) 428 - 9332; email: jgonzales@quanta-technology.com ; and, the Project Manager for the City is Edward Liberty, phone: (561)586 - 1670; email:eliberty@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued pursuant to the Professional Services Agreement (Electric Demand Response Consulting Services) between the City of Lake Worth and the CONSULTANT, dated _____ (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Carmen Y. Davis, City Manager

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: **Quanta Technology, LLC**

By: _____

[Corporate Seal]

STATE OF NORTH CAROLINA)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____, 2022, by **Quanta Technology, LLC**, a State of North Carolina limited liability company, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Notary Public Signature

Notary Seal:

Exhibit “1”



2 SCOPE OF WORK / ADVISORY SERVICES

2.1 Phase 1: Demand Response Study

Phase 1 involves conducting a Demand Response Study primarily aimed at:

- Collecting and analyzing current relevant data from the City of Lake Worth Beach (LWB) System
- Defining system demand response program potential benefits which drive success factors
- Conducting a technology assessment evaluating technology choices
- Detailing anticipated impacts and costs

This phase should result in defining the most practical way of achieving the target demand reduction (e.g. 5 MW or target) while primarily focusing on the residential sector allowing the LWB residents to engage in transformative Energy Programs.

Table 1 below provides an overview of anticipated services performed during this project phase.

Table 1: Phase 1 Proposed Services

Service Breakdown	Description	Notes
Data Collection / Analysis	<p>Obtain and analyze current available data from the City including:</p> <ul style="list-style-type: none">• Distribution of Customer Types and end use services (e.g. AC, Pool Pump, Water Heater, etc.)• Demand and Load Profiles• System operations and power purchase costs <p>Obtain other available relevant data such as:</p> <ul style="list-style-type: none">• Experiences with other utilities/customers in FL	Helps answer: How much is available for reducing, shifting, or increasing load?
System Benefits	<p>Work with the City to define the desired system benefits derived from the Demand Response program. Potential benefits include:</p> <p>Planning:</p> <ul style="list-style-type: none">• Deferring upgrades <p>Operations:</p>	Helps answer: How can the load be used to create benefits?



2 SCOPE OF WORK / ADVISORY SERVICES

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Phase 1 involves conducting a Demand Response Study primarily aimed at:

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- Defining system demand response program potential benefits which drive success factors
- Conducting a technology assessment evaluating technology choices
- Detailing anticipated impacts and costs

This phase should result in defining the most practical way of achieving the target demand reduction (e.g. 5 MW or target) while primarily focusing on the residential sector allowing the LWB residents to engage in transformative Energy Programs.

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System Benefits	<p>Work with the City to define the desired system benefits derived from the Demand Response program. Potential benefits include:</p> <p>Planning:</p> <ul style="list-style-type: none"> • Deferring upgrades <p>Operations:</p>	Helps answer: How can the load be used to create benefits?

4.1 Phase 1: Demand Response Study (T&M)

Phase 1 will be billed on a T&M basis. It is anticipated that most of the work will be conducted remote with onsite meetings only conducted as requested by the City. Expenses for requested travel will be billed on an "At Cost" basis with no markup.

Advisory Services	Estimated Cost
Phase 1: <ul style="list-style-type: none">• Data Collection• System Benefits• Conceptual DR Programs (Technology Assessment)• Assessment of Impacts and Costs	\$49,948



QUANTA
TECHNOLOGY

PROPOSAL

Demand Response Consulting Support

PREPARED FOR

City of Lake Worth Beach

DATE

August 31, 2022

INTERNAL REFERENCE NUMBER

22G008

PREPARED BY

Jesus Gonzalez
jgonzalez@Quanta-Technology.com
(919) 428-9332

Diana Prkacin
dprkacin@Quanta-Technology.com
(919) 737-5519

QUANTA TECHNOLOGY, LLC

4020 Westchase Boulevard, Suite 300, Raleigh, NC 27607 USA

RALEIGH (HQ) | TORONTO | SAN FRANCISCO BAY AREA | SOUTHERN CALIFORNIA | CHICAGO

www.Quanta-Technology.com

Quanta Technology, LLC is a wholly-owned subsidiary of Quanta Services, Inc. (NYSE: PWR)

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VERSION HISTORY:

Version	Date	Description
1.0	8/31/2022	Initial submission



Table of Contents

1	COVER LETTER.....	1
2	SCOPE OF WORK / ADVISORY SERVICES.....	2
2.1	Phase 1: Demand Response Study	2
2.1.1	Anticipated Schedule.....	4
2.2	Phase 2: RFP Development / Vendor Selection	4
2.2.1	Anticipated Schedule.....	5
2.3	Phase 3: Project Management Support.....	5
3	PROJECT TEAM.....	6
3.1	Project Organization.....	6
4	COST.....	8
4.1	Phase 1: Demand Response Study (T&M)	8
4.2	Phase 2: RFP Development / Vendor Selection (budgetary estimate)	8
4.3	Travel.....	9
4.4	Hourly Rate Schedule	9
4.5	Assumptions.....	9
	APPENDIX I: STAFF RESUMES	11



1 COVER LETTER

Ed Liberty
Director, Electric Utilities
City of Lake Worth Beach

Dear Ed,

Quanta Technology welcomes the opportunity to work with the City of Lake Worth Beach Electric Utility to define and characterize a Demand Response program that will provide involvement opportunities to residents and yield operational benefits to the City of Lake Worth Utility with the goal of achieving a 5 MW or similar target demand reduction as was discussed at our recent meeting.

We are an **independent** and diverse consulting company with approximately 300 experienced consultants and industry experts headquartered in Raleigh, NC, with supporting offices in Illinois, California, and Canada. Our experts can help you with your Demand Response Program feasibility assessment, definition, and implementation. We also offer numerous related services that you can also take advantage of including Grid Modernization, AMI, T&D, Protection, Renewables, Energy storage, Electric Vehicles, and many more.

We have structured our proposal to line up with our discussions to essentially divide the scope of work into three phases:

- Phase 1 (Conduct DR Study): Provide a technology and cost assessment defining the most practical way to achieve the targeted DR reduction with a goal of 5 MW
- Phase 2 (RFP Development/Vendor Selection): Develop the RFP and support vendor bid responses, evaluation, and recommended selection
- Phase 3 (PM Oversight): Provide Project Management Oversight throughout Phase 2 and subsequent implementation and commissioning of the program ensuring that desired results are achieved.

We are providing pricing on Phase 1 and budgetary estimates for Phase 2 to help in your planning process. We also include our recommended Project Management approach. We will be happy to work with you to refine these estimates as the project is better defined.

We believe we are the best fit for this project based on our experience, proven methodology, and our past work and relationship with the City of Lake Worth Beach. Feel free to reach out to our team with any clarifying questions. We are also very open to adapting our proposal further if needed to meet your needs.

We offer a full spectrum of services in the following:

- Grid Modernization & Business Strategy
- Regulatory Compliance
- Advanced Metering Infrastructure (AMI)
- Smart Water Solutions
- Non-revenue water
- Leak Detection, pressure monitoring
- Transmission & Distribution
- Automation & Testing
- Asset Operations
- Protection & Control
- Asset Management
- Enterprise Integration
- Smart Grid Strategies
- Applied R&D
- Renewables Integration
- Energy Storage
- Microgrids



2 SCOPE OF WORK / ADVISORY SERVICES

2.1 Phase 1: Demand Response Study

Phase 1 involves conducting a Demand Response Study primarily aimed at:

- Collecting and analyzing current relevant data from the City of Lake Worth Beach (LWB) System
- Defining system demand response program potential benefits which drive success factors
- Conducting a technology assessment evaluating technology choices
- Detailing anticipated impacts and costs

This phase should result in defining the most practical way of achieving the target demand reduction (e.g. 5 MW or target) while primarily focusing on the residential sector allowing the LWB residents to engage in transformative Energy Programs.

Table 1 below provides an overview of anticipated services performed during this project phase.

Table 1: Phase 1 Proposed Services

Service Breakdown	Description	Notes
Data Collection / Analysis	Obtain and analyze current available data from the City including: <ul style="list-style-type: none"> • Distribution of Customer Types and end use services (e.g. AC, Pool Pump, Water Heater, etc.) • Demand and Load Profiles • System operations and power purchase costs Obtain other available relevant data such as: <ul style="list-style-type: none"> • Experiences with other utilities/customers in FL 	Helps answer: How much is available for reducing, shifting, or increasing load?
System Benefits	Work with the City to define the desired system benefits derived from the Demand Response program. Potential benefits include: <p>Planning:</p> <ul style="list-style-type: none"> • Deferring upgrades <p>Operations:</p>	Helps answer: How can the load be used to create benefits?



	<ul style="list-style-type: none"> Controlling power purchase costs, e.g., demand charges (peak shaving) 	
Conceptual DR Programs (Technology Assessment)	<p>Design potential DR programs options, for example</p> <p>Residential Program options:</p> <ul style="list-style-type: none"> Smart thermostats or other HVAC controls Remote controlled services (water heating, pool pumps, other) Smart EV charging <p>C&I Program Concepts (Palm Beach State College)</p> <ul style="list-style-type: none"> Chilled water loop <p>Other Factors to Consider:</p> <ul style="list-style-type: none"> Communications and control platform Interactions with AMI Experiences with other utilities 	Helps Answer: What technology choices are available for implementation?
Assessment of Impact and Costs	<p>Estimate program benefits and cost. Expected elements include:</p> <ul style="list-style-type: none"> Participation rates and anticipated evolution Load shape impacts, dispatchable loads (daily, seasonal, and/or quarterly) and anticipated C/B Equipment, installation, communication infrastructure, integration, marketing, and SAAS/maintenance costs Customer and Utility Costs (including Incentives) Measurement and evaluation approach Leveraging costs of EE & financing programs 	Helps Answer: Cost / Benefit considerations



2.1.1 Anticipated Schedule

It is anticipated that Phase 1 could take 8 – 12 weeks of duration.

2.2 Phase 2: RFP Development / Vendor Selection

Phase 2 of the project provides the following services associated with RFP development and vendor selection:

Table 2: Phase 2 Proposed Services

Service Breakdown	Description
RFP Development	Development of an RFP Functional Specification detailing system requirements.
RFP Issuance	The City would combine its Terms and Conditions with the RFP Specification and issue the RFP using its preferred method. Quanta Technology would provide oversight and support.
Support for Vendor Questions	Provide answers to vendor questions during the prescribed Q/A period. Responses to be distributed to all bidders.
Compliance review of Bidder Responses	Quanta Technology will develop a compliance matrix with essential elements required for all proposals. An initial compliance review will be conducted to ensure that only compliant bidder responses are forwarded to the Evaluation Team for consideration.
Bidder Proposal Evaluations / Ranking	Quanta Technology will provide rating/ranking matrix allowing for vendor scoring and weighting to be utilized to determine vendor scores.
Shortlist Vendor Interviews	Short-list vendor interviews (up to 2 hours each) are scheduled to allow vendors to present any key items as well as Best and Final Offer considerations.
Final Recommendation	Quanta Technology will consolidate scoring and data gathered during the evaluation process and present a final recommendation to the City. The City will make the final selection.



2.2.1 Anticipated Schedule

This project phase can take between 12 – 14 weeks of elapsed time primarily driven by the following high-level estimates:

- RFP Development: 4 weeks
- Vendor Q/A Period: 1 week (in parallel to Vendor Response period)
- Vendor Response Period: 4 weeks
- Vendor Compliance Review: 1 week
- Vendor Evaluation: 2 weeks – 3 weeks
- Final Recommendation / Wrap up: 1 week

2.3 Phase 3: Project Management Support

Phase 3 involves Project Management (PM) Oversight and Technical Advisement during the system implementation and field rollout phase. The PM will ensure that the program is implemented and will help drive and quantify system benefits, essentially evaluating and achieving the desired results.

Quanta Technology can provide an experienced Senior AMI PMP Certified Project Manager located in Raleigh, NC, to serve as the City's Deployment Program/Project Manager for the project on a T&M basis. The project manager would be responsible for project planning, communication, risk management, action tracking, problem resolution, and financial support. A detailed budgetary estimate can be provided upon a further understanding the selected Demand Response option and chosen technology.



3 PROJECT TEAM

Our assigned project team comprises experts who have previously worked together on similar projects. This section details their qualifications, how they will be organized, and who will work on what aspects of the City’s project. Detailed resumes can be found in Appendix I. The proposed personnel for this project and their roles and responsibilities are shown below

Table 1: Project Team Roles & Contributions

Name	Title	Relevant Experience	Role	Involvement Level	Project Contribution
Jesus Gonzalez, PMP	Principal Advisor	11+ yrs. Utility 24+ yrs. PM	Project Manager	Heavy Participation	Project Management; Team Lead; Customer Prime
Veronika Rabl, PhD	Executive Advisor	40+ yrs. Energy	Subject Matter Expert	Medium Participation	Technical Prime; Advisement
Robert Dumas, PhD	Principal Advisor	40+ yrs. Utility	Subject Matter Expert	Medium Participation	Technical Prime; Advisement
David Uy	Principal Engineer	27+ yrs. Utility Electric	Engineering & Project Support	Heavy Participation	Data Analysis; Project Support
Chad Abbey, PhD	Executive Advisor	19+ yrs. Utility	Subject Matter Expert	Support Role	Technical Prime; Advisement

3.1 Project Organization

Figure 2-2 (below) shows the proposed working structure for this project. Jesus Gonzalez, PMP, will serve as the project manager, overseeing all the activities, the project schedule, work assignments, on-time delivery, quality assurance, and coordination with the customer.

As noted above, the entire team will not be dedicated full-time to your project. The project’s scope will determine the level of involvement in any given phase. This involvement can increase or decrease as needed by the City, but the resource allocation will always be appropriate for the level of effort required on the project. Quanta Technology has sufficient resources to meet the need.

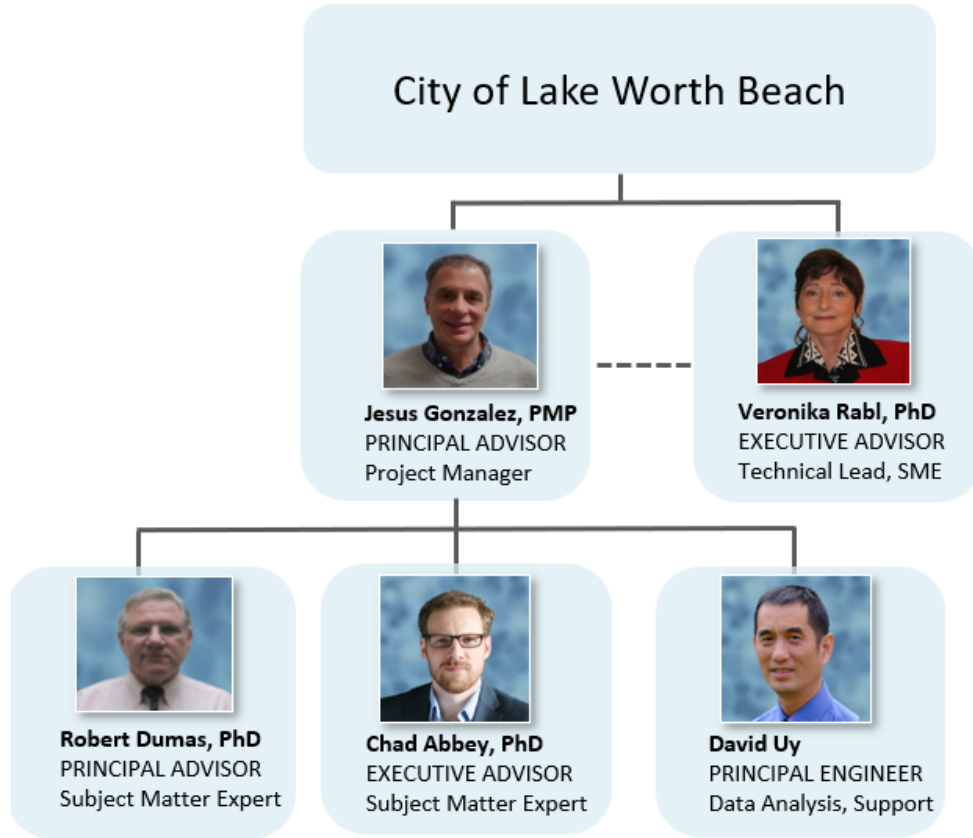


Figure 2-2. Project Organization Chart



4 COST

4.1 Phase 1: Demand Response Study (T&M)

Phase 1 will be billed on a T&M basis. It is anticipated that most of the work will be conducted remote with onsite meetings only conducted as requested by the City. Expenses for requested travel will be billed on an "At Cost" basis with no markup.

Advisory Services	Estimated Cost
Phase 1: <ul style="list-style-type: none"> Data Collection System Benefits Conceptual DR Programs (Technology Assessment) Assessment of Impacts and Costs 	\$49,948

4.2 Phase 2: RFP Development / Vendor Selection (budgetary estimate)

A budgetary estimate is provided for Phase 2 activities to help with the City’s planning activities. A formal estimate will be provided upon request once Phase 1 is more clearly understood.

Advisory Services	Budgetary Estimate
Phase 2: <ul style="list-style-type: none"> RFP development RFP issuance Support for Vendor Q/A Bid Response Compliance Review Vendor Bid Evaluation /Ranking Shortlist Vendor Interviews Final Recommendation 	\$45,970



4.3 Travel

Travel, lodging, and materials will be billed at cost. Typical travel trips required to support the project implementation are shown below. All other travel tied to T&M-provided services will be rendered as required by the project and billable at cost.

Table 4-1. Proposed Travel Expense Cost Estimate

Item	Trips	Days	Staff	Cost Estimate
PH1: Onsite review meeting	1	2	2	\$1,740
			Total	\$1,740

4.4 Hourly Rate Schedule

Quanta Technology Standard Hourly Rates are shown below.

Table 4-2. Quanta Technology Standard Hourly Rates for 2022

Title	Standard Rates (Shown in USD)
Executive Advisor	\$342
Principal Advisor	\$288
Senior Advisor	\$244
Senior AMI Project Manager / Technical Advisor	\$244
Senior Engineer	\$147

These rates are exclusive of taxes, which are the customer’s sole responsibility.

4.5 Assumptions

No.	Assumption
General	
1	There is a fixed start date within 14 days of contract signing. Possible start of September 15 th .
2	If the project scope or duration changes, we will work with the City team to assess impacts and work through a documented change order process accordingly.
3	Out-of-scope activities would be handled via a documented change order.
Phase 1: Demand Response Study	
4	City will upload all related data and deliver electronically
5	Quanta Technology will not be conducting Market Research. Focus groups can be added as an optional service.
6	Customer data is available and segmented by building type, equipment, saturation/penetration or City will help define estimates.
Phase 2: RFP Development / Vendor Selection	
7	Assumes RFP will be sent out to vendors and up to 6 vendors are evaluated post compliance review
8	Quanta Technology will use existing tools for the bidder RFP evaluation with minimal modification. Customization will be scoped separately.
9	Based on the City’s evaluation, Quanta Technology will make the final vendor recommendation under standard services. The City will make the final vendor selection.



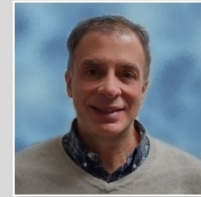
No.	Assumption
10	The budgetary estimate provided does not include support for contract negotiations with vendors. These services can be provided as requested.
11	The City will follow Quanta Technology's recommended review process, including its SharePoint approach to bid management.



APPENDIX I: STAFF RESUMES

JESUS GONZALEZ, PMP

JESUS GONZALEZ, PMP, PRINCIPAL ADVISOR, Protection, Control & Automation, has over 30 years of professional experience spanning the utility and telecommunications sectors and 24 years of project management experience. His utility experience includes over ten years of advanced metering infrastructure (AMI) deployments with Honeywell (formerly Elster Solutions & ABB). He led numerous deployment projects across a broad customer base consisting of municipal cooperatives and IOUs in North America and Mexico. He holds a master’s degree in Information and Computer Science from the Georgia Institute of Technology in Atlanta and has been a certified Project Management Professional for 15 years.



Areas of Expertise

- Advanced Metering Infrastructure (AMI) electric, water, and gas system deployments
- Project management planning and governance, risk analysis/management, cost control
- Project management office portfolio management, Clarity PPM

Experience and Background

- Years of experience in the utility industry 2011–Present
- Principal Advisor, Protection, Control & Automation, Quanta Technology 2022–Present
- Manager Customer Delivery, Honeywell/Elster Solutions 2015–2021
- Senior Project Manager, Customer Delivery, Elster Solutions 2011–2015
- Years of experience in the telecommunications industry 2011–1987

Relevant Field Deployment Projects:

- City of Newberry AMI Deployment, Water: 2.1K, Elec: 1.9, AMI meter deployment (Quanta Technology)
- Entergy, Electric 3.0M, Gas 200K, AMI meter deployment (Honeywell)
- City of Tallahassee, Water: 87K, Electric 113K, Gas 24K, AMI meter deployment (Honeywell)
- City of Fort Collins, Water: 31K, Elec: 68K, AMI meter deployment (Honeywell)
- Lafayette Utilities Sys. (LUS), Water 56K, Electric: 65K, AMI meter deployment (Honeywell)

Accomplishments and Industry Recognition

- Project Management Professional, PMP since 2007
- Six Sigma Green Belt, Villanova University

Education

- MS, Information and Computer Science, Georgia Institute of Technology, 1988
- BS, Electrical and Computer Engineering, University of Miami, 1987



VERONIKA A. RABL, PHD

VERONIKA A. RABL, PhD, EXECUTIVE ADVISOR, Distribution, is an energy systems and markets expert. Her energy career started in solar, energy conservation, and environmental areas at Argonne National Laboratory. She led work in the modelling of community-size energy systems—from generation to service delivery. She managed technical/economic assessments of energy storage technologies while on assignment to U.S. DOE. Until 2001, Dr. Rabl served as General Manager and Director at the Electric Power Research Institute (EPRI). She established EPRI’s demand response research program and technology portfolio, including energy storage, energy management, and distributed load control systems. Veronika’s work includes policy papers on energy efficiency, electric transportation, clean power supply, and electric grid modernization, as well as energy and environmental life cycle assessments. She has recently been a team lead and coauthor of the IEEE PES (Power and Energy Society) Energy Storage Primer. She helped launch the Engineering Founder Societies’ Technology for Carbon Management Grand Challenge Initiative; assessed EPA Clean Power Plan implementation options; reviewed ISO/RTO market rules and processes; served as co-chair of IEEE Joint Task Force on the U.S. DOE Quadrennial Energy Review; and co-chaired e-demand management alternatives for the Commonwealth of Virginia. Currently, she is a consultant specializing in energy and technology policy.



Areas of Expertise

- Skilled in and extensive experience with energy efficiency and demand-response technology, benefits, and applications on both sides of the meter
- Demonstrated expertise in policy analysis and strategy development, reflecting a synthesis of information on technologies, customers, and economic/regulatory environments
- Broad understanding of technology and energy issues in all sectors. Familiar with power system technology, planning, and operations

Experience and Background

- Executive Advisor, Quanta Technology 2020–Present
- Principal, Vision & Results 2005–Present
- Senior Subject Matter Expert, Energetics, Inc. 2012–2017
- Director, Energy Management Consulting, Aspen Systems 2002–2004
- General Manager, Retail Energy Products & Services, EPRI 1981–2001
- Office of Energy Systems Research, U.S. Department of Energy (DOE) 1980–1981
- Assistant Environmental Systems Engineer, Argonne National Laboratory 1974–1979

Accomplishments and Industry Recognition

- Chair, IEEE-USA Energy Policy Committee, 2012–2014,



- IEEE Lead Technical Member of the Engineering Founder Societies' Technology for Carbon Management Initiative, 2009–2014
- Member, DOE/NETL Carbon Capture Peer Review Panel, 2011, 2013
- Recipient of IEEE-USA Professional Achievement Award for Individuals, 2011

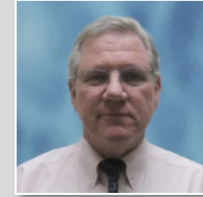
Education

- PhD, Ohio State University, 1974



ROBERT DUMAS, PHD

ROBERT DUMAS, PHD, PRINCIPAL ADVISOR, Protection, Control & Automation, has over 40 years of experience with increasing levels of organizational responsibility in electrical, nuclear, mechanical, and environmental engineering positions associated with electric utility generation, transmission operations, and advanced metering infrastructure (AMI) smart-grid solutions for some of the largest utilities in the US and internationally.



This experience includes 17+ years with Virginia Power Nuclear Design Engineering and 17 years in the AMI industry with Elster Solutions (formerly ABB) and Itron Inc. With Quanta Technology. He has been responsible for project execution of the multi-million-dollar Wide-Area Protection project for National Grid Saudi Arabia and ongoing AMI consulting projects. He continues with Quanta Technology as a senior AMI subject matter expert.

Areas of Expertise

- Project and program management
- Advanced metering infrastructure (AMI)
- Smart metering (electric, water, gas)
- Meter data management systems
- GIS system application
- Utility operations
- Resource planning
- Nuclear plant instrumentation and control
- Nuclear and EMS SCADA systems

Experience and Background

- Years of experience in the electric power industry 1977–Present
- Principal Advisor, Lead AMI, PCA, Quanta Technology 2016, 2018–Present
- Director, Solution Delivery, Itron Inc. 2017–2018
- Managing Partner, Smart Grid Consulting Associates, LLC 2015–2016
- Vice President, Program Implementation, Elster Solutions (formerly ABB) 1999–2014
- Senior Researcher and Doctoral Student, Environmental Engineering, NCSU 1995–1999
- Senior Staff Engineer, Nuclear Design and Power Supply, Virginia Power 1977–1994

Relevant Field Deployment Projects:

- City of Newberry AMI Deployment, Water: 2.1K, Elec: 1.9, AMI meter deployment (Quanta Technology)
- City of Tallahassee, Water: 87K, Electric 113K, Gas 24K, AMI meter deployment (Honeywell)
- City of Fort Collins, Water: 31K, Elec: 68K, AMI meter deployment (Honeywell)
- KCBPU, Water: 54K, Elec: 67K, AMI meter deployment (Honeywell)
- Peterborough, Water: 22K, Elec: 37K, AMI meter deployment (Honeywell)

Education

- PhD, Environmental Engineering, North Carolina State University (NCSU), 1999
- MS, Environmental Engineering, North Carolina State University (NCSU), 1996
- BS, Nuclear Engineering, North Carolina State University (NCSU), 1977



DAVID UY, PE

DAVID UY, PE, SENIOR ENGINEER, Protection, Control & Automation, is an accomplished engineer with expertise in designing and developing customer-focused solutions using customer requirements, system specifications, test and field data, and root cause analysis. He has expertise in developing, producing, and supporting power system protection, automation, energy measurement, and control products. David is also adept at managing projects and deploying efficient customer solutions.



Areas of Expertise

- Advanced metering infrastructure (AMI)
- Advanced meter reading (AMR)
- ANSI C12.18/21/22, DNP 3.0, Modbus, TCP/IP
- Power system protection
- Process management
- Data analysis
- Root cause analysis
- Project management
- Testing

Experience and Background

- Years of experience in the electric power industry 1995–Present
- Senior Engineer (Associate), Quanta Technology 2020–Present
- Sr. Advanced Embedded Engineer, Honeywell International 2016–2019
- Principal Engineer, Elster Solutions 2001–2016
- Senior R&D Engineer, ABB Electric Systems Technology Institute 1997–2001
- R&D Engineer, ABB Transmission Technology Institute 1995–1997

Accomplishments and Industry Recognition

- Licensed Professional Engineer, North Carolina (No. 027004)
- IEEE member, 1983–Present
- Seven patents (four in AMI and three in distribution system protection and monitoring)

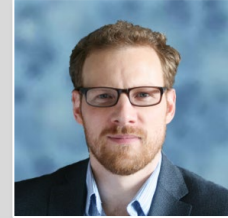
Education

- MS, Electrical Engineering (Power System Reliability), Missouri University of Science and Technology (University of Missouri-Rolla), 1991
- BS, Electrical Engineering, Michigan Technological University, 1988



CHAD ABBEY, PhD

CHAD ABBEY, PhD, SENIOR DIRECTOR, Advisory Services, is an international expert with over eighteen years of industry experience in grid modernization, utility operations, and renewable-energy and energy-storage integration. He has helped utilities and developers navigate the distributed generation (DG) interconnection process, deploy innovative solutions to accelerate and reduce the cost of DG interconnection, and integrate distributed energy resources (DER) into distribution system operations. These projects have included design, specification, and subsequent deployment of distributed energy resource management systems (DERMS) and advanced laboratory testing using real-time simulation of emerging distribution architectures and technologies, including high-penetration DER control, OpenFMB, microgrids, and hierarchical control architectures. Chad has extensive experience with power systems analysis tools such as CYMDIST, Synergi, OpenDSS, EMTP-RV, and OPAL-RT. He has worked on augmenting these commercial tools through integration with Python and historical data for advanced distribution planning, including data analytics and probabilistic planning methods.



Areas of Expertise

- Distributed generation interconnection, DER integration, and Non-Wire Alternatives
- Grid modernization architectures and technologies (DERMS, ADMS, DA)
- Operational data analytics (historian data, AMI, DA device, outage data)
- Software (Python, Matlab, OpenDSS, CYMDIST, OSISOFT PI, EMTP-RV, Power BI)

Experience and Background

- Years of experience in the electric power industry 2003–Present
- Senior Director, Advisory Services, Quanta Technology 2022–Present
- Executive Advisor, Advanced Technology Integration (ATI), Quanta Technology 2020–2022
- Principal Advisor, Advanced Technology Integration (ATI), Quanta Technology 2018–2020
- VP Power Systems, Smarter Grid Solutions 2014–2018
- Smart Grid Engineer, Hydro-Quebec Research Institute 2009–2014
- Engineer and Project Manager, CanmetENERGY, Natural Resources Canada 2004–2009
- Contractor, TransEnergie Technologie 2003–2004

Accomplishments and Industry Recognition

- Working Group Member of IEEE 1547.4, IEEE 1547.8, IEEE P2030.4, IEEE 2030.11, and contributing author to the IEEE Standards Association Power 2050 Vision
- CIGRE C6.11 Active Distribution Networks, WG Secretary
- EPRI Smart Grid Demonstration Innovation Award for Hydro-Quebec Smart Zone
- Published over ten papers in peer-reviewed journals (*IEEE Transactions*, *Elsevier*, *IEEE Power*, and *Energy Magazine*), and over fifty papers in conference proceedings

Education



- PhD, Electrical Engineering, McGill University, 2009
- MEng, Electrical Engineering, McGill University, 2004
- BSc, Electrical Engineering, University of Alberta, 2002

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 29, 2022

DEPARTMENT: Electric Utility

TITLE:

Ninth Amendment to the Professional Services Agreement with Vantage Services Consulting LLC

SUMMARY:

The Ninth Amendment to the Professional Services Agreement with Vantage Energy Consulting LLC extends the term of the Agreement for one (1) year, includes additional services to be provided, and a rate increase to be paid by the City for the consulting services.

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 ninth amendment is to renew the term for one (1) year and set forth the additional services to be provided by Vantage over the next year. Vantage has submitted a proposal for services along with a proposed rate increase. The Electric Utility has reviewed the consultant's proposal and concluded the rate increase is reasonable for the said consulting services. The Ninth Amendment includes a not to exceed amount of \$115,200.

MOTION:

Move to approve/disapprove Ninth Amendment to Professional Services Agreement with Vantage Services Consulting LLC

ATTACHMENT(S):

Fiscal Impact Analysis
Ninth Amendment
Professional Service Agreement
Summary of Contracts

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$115,200	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$115,200	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric Utility
Division	Administration
GL Description	Professional Service/Other
GL Account Number	401-6010-531.31-90
Project Number	N/A
Requested Funds	\$115,200

NINTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Ninth Amendment ("Ninth Amendment") to the Professional Services Agreement is made as of the 3rd of November 2017 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 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 City and CONSULTANT entered a Professional Services Agreement for the CONSULTANT's distinct field of expertise in Florida and beyond on November 8, 2017 ("Agreement"); and

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

WHEREAS, the Fourth, Fifth, Sixth, Seventh and Eighth Amendment included specific tasks that CONSULTANT provided in the past year and the CITY wishes to extend the same services for an additional year; and

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

WHEREAS, the purpose of this Ninth 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 a direct agreement with a consultant with a distinct field of expertise without competitive selection; and

WHEREAS, the CITY finds approving this Ninth Amendment with the CONSULTANT serves a valid public purpose.

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

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Consultant's Services.** Section 2 of the Agreement, regarding the CONSULTANT's services, is amended to add the additional services and update the rates for the CONSULTANT's services as outlined in the CONSULTANT's proposal, 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 Ninth Amendment. Compensation paid by the CITY to the CONSULTANT shall not exceed **One Hundred Fifteen Thousand, Two Hundred Dollars (\$115,200.00) under this Ninth Amendment.**
4. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement (as previously amended) and this Ninth 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 Ninth 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 (as previously amended) remain in full force and effect.
5. **Counterparts.** This Ninth 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 Ninth Amendment electronically and provide a copy to the other via facsimile or email and such signature is as valid as the original signature of such party.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: **Vantage Energy Consulting, LLC**



[Corporate Seal]

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

STATE OF Florida)
COUNTY OF Sumter)

The foregoing instrument was acknowledged before me by means of • physical presence or
• online notarization on this 2nd day of November, 2022, by Jean Ann Gormley, as the
CEO (title), of **Vantage Energy Consulting, LLC**, a corporation authorized to
do business in the State of Florida, who is personally known to me or who has produced
FLORIDA D/L as identification, and who did take an oath that he or she is
duly authorized to execute the forgoing instrument and Bind the CONTRACTOR to the same.

Notary Public

Andrea Zajac
Print Name: Andrea Zajac
My commission expires: 03/01/2025

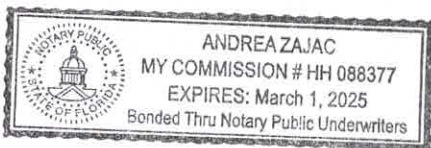


Exhibit "1"
(Vantage Rates – 1 page)

			Proposed Vantage Budget for LWB Work Fiscal 2023					
					Days	Hours		
1	Assist with rates and budgeting as needed				35	280		
2	Solar Energy /Avoided cost/Energy Conservation				7	48		
3	Greenhouse and carbon free if needed				3	24		
4	Maintain All In Cost Model				12	96		
5	Produce Budget Variance Reports							
		Monthly			14	112		
		Quarterly			7	56		
6	Assist with Ad Hoc Presentations, Reports and Meetings				18	144		
7	Work with City Committees on independent procurement				6	48		
		Total			102	480		
					Blended Hourly Rate		\$240	
					Annual Budget		\$115,200	

PROFESSIONAL SERVICES AGREEMENT
(Electric Utility Consulting Services)

THIS AGREEMENT ("Agreement") is entered into by and between the City of Lake Worth, a Florida municipal corporation ("City") and Vantage Energy Consulting, LLC, a Florida Limited Liability Company ("Consultant").

RECITALS

WHEREAS, the City's electric utility is in need of certain consulting services related to the billings it receives from OUC; future asset management; and, power purchase agreements; and,

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

WHEREAS, the Consultant submitted a proposal to provide consulting services to the City related to the OUC billings, future asset management and power purchase agreements and is willing to provide appropriately licensed, qualified personnel to provide the City with said services; and,

WHEREAS, the City desires to accept the Consultant's proposals; and,

WHEREAS, under section 2-112(c)(6) of the City's procurement code, the City Manager is authorized to approve an agreement with a consultant with a distinct field of expertise without competitive selection for a not to exceed amount of \$25,000; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

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

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the Consultant's proposal, which is attached hereto as **Exhibit "A"** and incorporated herein by reference, the Consultant shall provide the City with consulting services related to the OUC billings, future asset management and power purchase agreements.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the City and shall be for one (1) year unless earlier terminated as stated herein. The term shall automatically renew for additional one (1) year terms unless earlier terminated as stated herein.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than five (5) days written notice of termination.

c. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate the Consultant in accordance with the hourly rates set forth in the Consultant's proposal (**Exhibit "A"**) and for reimbursable project expenses; provided that, the *total amount to paid the Consultant under this Agreement shall not exceed **Twenty-Five Thousand Dollars (\$25,000)*** for the initial one (1) year term. For each additional one (1) year terms of this Agreement, the not to exceed amount shall also be **Twenty-Five Thousand Dollars (\$25,000)**. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit "A"** or deemed to be a reimbursable project expense. If the City and Consultant desire to increase the not to exceed amount set forth above in any one (1) year term, the parties shall execute an amendment to this Agreement which must be approved by the City Commission pursuant to the City's procurement code.

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

c. Reimbursable Project Expenses. The City will reimburse the Consultant for reasonable out-of-pocket project expenses. To ensure reimbursement of large expenditures (more than \$500), prior approval from the City's Electric Utility Director or designee is recommended. The following guidelines are provided on reimbursable project expenses:

1. In-house photocopying will be paid at the rate of ten cents (.10) per page (invoices should specify the number of copies for which reimbursement is sought).
2. If reimbursement is sought for long distance telephone calls or facsimile, the invoice must reflect the number of calls, date, length of call, and per minute cost.
3. Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance orally by the Electric Utility Director or designee and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
4. For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Lake Worth Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and reasonably necessary in the performance of services provided.

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes. The City shall not be required to indemnify, defend or save harmless the Consultant in any matter or manner whatsoever.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States

Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

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

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

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. This Agreement shall not be subject to arbitration.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during

normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

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

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

Vantage Energy Consulting, LLC
20844 4th Avenue West
Cudjoe Key, FL 33042

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

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may

be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms of this Agreement and the Consultant's proposals (Exhibit "A"). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement and Exhibit "A", the terms of this Agreement shall prevail over Exhibit "A". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, Michael Crisafulle hereby represents to the City that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: PUBLIC RECORDS.

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, dandrea@LakeWorth.org, or 7 North Dixie Highway, Lake Worth, FL 33460.

SECTION 32: WORKS FOR HIRE.

All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Consultant or its sub-consultants (if any) under this Agreement shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Consultant and Consultant's sub-consultants (if any) will assign to the City all right, title and interest in and to Consultant and/or Consultant's sub-consultants' copyright(s) for such Documents. Consultant shall execute and deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Consultant shall retain copies of the Documents for a period of three (3) years from the date of completion of the services performed under this Agreement. The City grants to the Consultant and

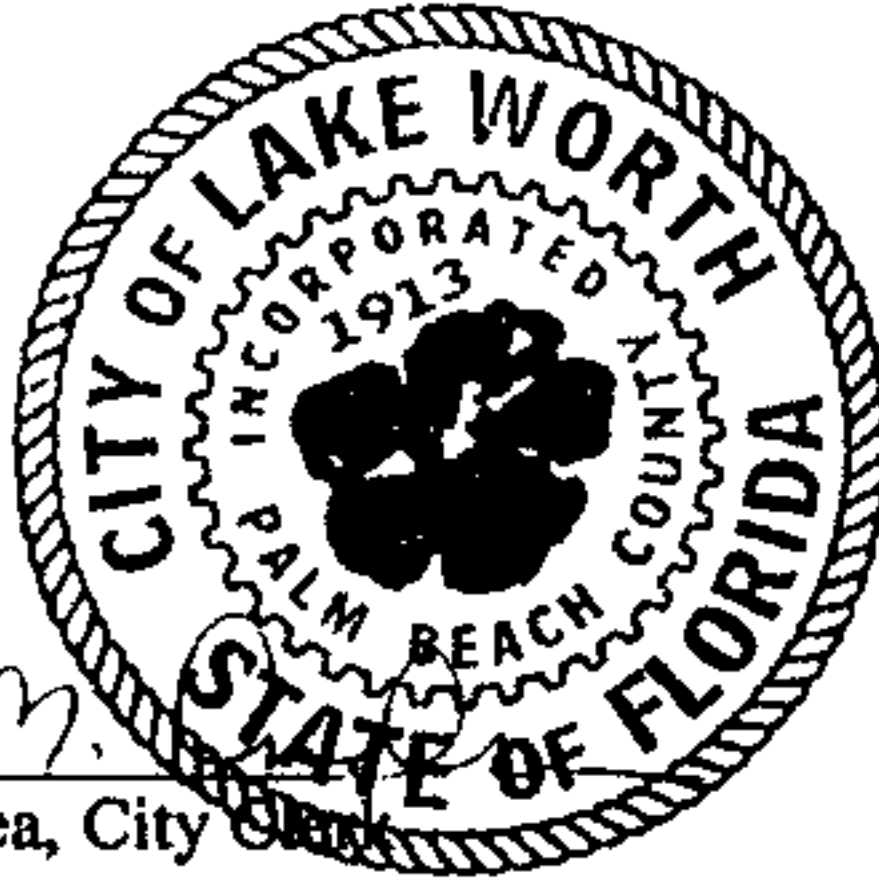
Consultant's sub-consultants (if any) the right and/or limited license to use a portion of the Documents prepared by the Consultant or the Consultant's sub-consultants in future projects of the Consultant or Consultant's sub-consultants with said right and/or limited license to use a portion at Consultant's or Consultant's sub-consultant's own risk and without any liability to City. Any modifications made by the City to any of the Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the City.

CITY OF LAKE WORTH, FLORIDA

By: [Signature]
Michael Bornstein, City Manager

11/9/17



ATTEST:

[Signature]
Deborah M. Andrea, City Clerk

Approved as to form and legal sufficiency:

[Signature]
Glen J. Torcivia, City Attorney

Vantage Energy Consulting, LLC

By: [Signature]

Print Name: JEAN GORMLEY

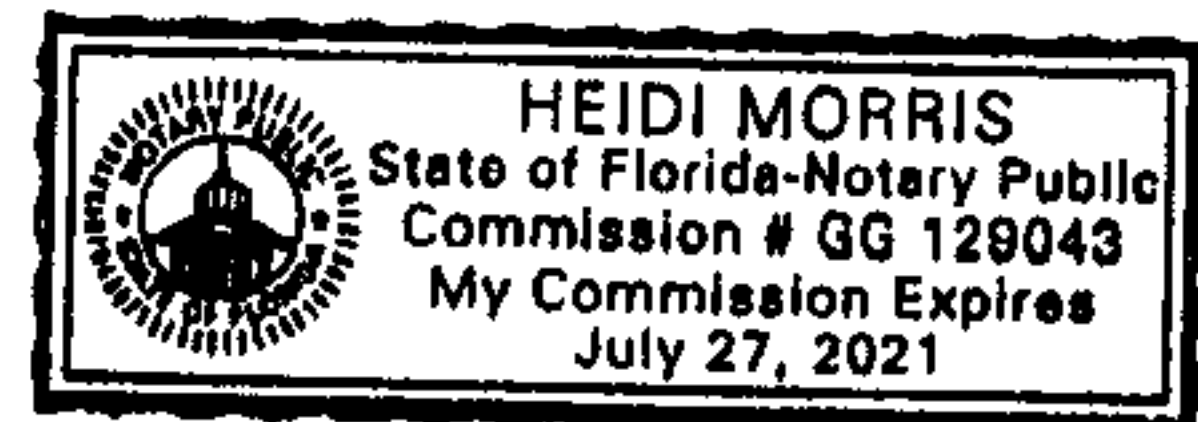
Title: COO

[Corporate Seal]

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 8 day of Nov., 2017, by Jean Ann Gormley, as Representative of Vantage Energy Consulting, LLC, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following FL DL as identification.

[Signature]
Notary Public



Lake Worth, Florida

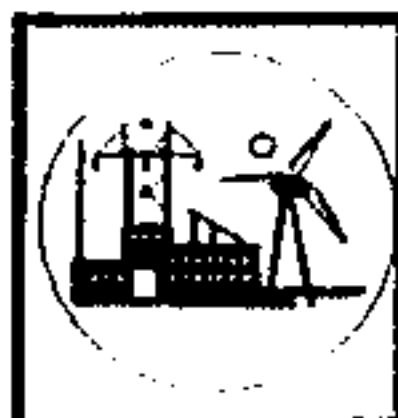


Presentation to

Lake Worth Electric Utilities Administration
1900 2nd Avenue North
Lake Worth, FL 33461

Audit of Billings from OUC, and Negotiations of
Future Asset Management and Power Purchase
Agreements

November 2, 2017



Vantage Energy Consulting, LLC

Management Consulting and Energy Services

Exhibit "A"

**Lake Worth Electric Utilities Administration
Table of Contents**

Audit of Billings from OUC, Negotiations of Future Asset Management and
Power Purchase Agreements.....3
A. Project Objectives and Activities.....3
B. Project Team4
C. Project Cost.....7
D. Vantage Energy Consulting LLC Background **.Error! Bookmark not
defined.**



Vantage Energy Consulting, LLC

Management Consulting and Energy Services

AUDIT OF BILLINGS FROM OUC, NEGOTIATIONS OF FUTURE ASSET MANAGEMENT AND POWER PURCHASE AGREEMENTS

Vantage appreciates the opportunity to discuss this proposal to the Lake Worth Electric Utilities Administration (referred to as Lake Worth) to provide consulting services related to the Audit of Billings from OUC, Negotiations of Future Asset Management and Power Purchase Agreements. This proposal will provide the following:

- Our understanding of the objective of this assignment and the steps needed to achieve that assignment;
- An outline of the Work Plan that provides a preliminary framework for conducting each phase of the project;
- A list of hourly billing rates that will be charged for each element of the project;
- Details on the qualifications of Vantage and its Consultants that demonstrate, unequivocally, that our team possesses all qualifications and experience needed for this assignment; and
- A promise of a work relationship that is cordial, efficient and that meets the highest professional standards.

A. PROJECT OBJECTIVES AND ACTIVITIES

OVERALL OBJECTIVE

There appear to be three distinct areas that need to be addressed in this assignment:

- **Audit of Billing from OUC** - In this initial task, Vantage will review past bills from OUC for a minimum of five years. We would expect to select one full year of bills as well as sample months from other years. Our audit will compare the specific billing requirements included in all agreements or tariffs against the methodology OUC uses. Meetings with UC and Lake Worth personnel will be held to discuss each one's understanding of the process in place.

Should any discrepancies arise, we will immediately notify the Lake Worth Utilities Director and Legal other administrative departments as directed.

A complete report on our process and results will be provided and if needed, presented to appropriate personnel.

- **Future Asset Management** - Vantage consultants with skills in asset management will review all aspects of the current fleet. Our review will include an assessment of fleet condition, potential long-term equipment issues, opportunities for system

upgrades or replacement options. A report will be developed and presented in order to stimulate a discussion on potential options for consideration.

- **Power Purchase Agreement Extension or Modification** - Vantage will work with the Lake Worth utility and legal team to review and, if necessary, modify the current agreement.

B. PROJECT TEAM

Vantage is proposing a project team consisting of four experienced professionals, who individually, and collectively have all the requisite skills needed for each aspect of this assignment. Together this team has a broad array of experience that are requisite for this assignment.

Walt Drabinski, the President of Vantage Consulting, has more than 40 years of experience in the utility industry as both a utility company manager and a management consultant. He will act as engagement director and have lead responsibility for this assignment. Walt has managed over 150 consulting engagements, including over one hundred audits commissioned by state and federal regulators. He has also acted as an Independent Monitor/Evaluator on over fifteen assignments related to energy procurement, power plant construction and regulatory compliance. His functional expertise includes all aspects of utility strategy, organization, executive and financial management, operational practices, productivity improvement, operations and maintenance, and engineering, environmental, and construction management.

Prior to forming Vantage Consulting Inc., he worked for two other national consulting firms and held positions as System Training Director, Supervisor of Electrical Maintenance, and Operations Project Engineer for Niagara Mohawk. He is the author of five text books associated with power plant operations.

Walt has a B.S. in Electrical Engineering from the State University of New York at Buffalo, and an M.B.A. from The Wharton School, University of Pennsylvania.

Mr. Chuck Buechel - Chuck Buechel has more than thirty years of experience in the regulated electric, natural gas, telecommunications, and water utility industries as both a consultant and a regulator. Chuck has worked on many assignments as a member of the Vantage team, and has testified before state regulatory agencies and the Federal Energy Regulatory Commission.

Chuck has held lead consulting roles in rate structure, cost allocation and affiliate standards. He has also led reviews in management and operations audits of a number of companies, focusing on rates, purchased power and ISO interface.

Prior to forming his consulting practice, Chuck was a member of the Staff of the Kentucky Public Service Commission, beginning as a Public Utility Economist, and later as the Director of Research and ultimately as a Deputy Executive Director.

Chuck has an M.A. and B.S. in Economics, both from University of Kentucky.

Mr. Mike Boismenu, PE - has extensive utility design and operating experience. For this assignment, we will call upon his past experience with Niagara Mohawk as Director of Value Engineering, Transmission and Distribution Engineering, Standards and as Plant Superintendent of a major coal fired power plant. In addition, Mike has worked as a management consultant with Vantage for ten years on a diverse number of technical assignments.

His work experience also lends itself to this project and includes the following:

- From 1969 until 1999, he was with Niagara Mohawk in positions such as: Project Engineer; T&D Design Engineer and Manager; Standards Engineering Manager; and Plant Manager Dunkirk Coal Plant.
- With NRG from 1999 until 2005, he was plant manager, regional manager and system troubleshooting expert.
- Since 2003, he has worked with Vantage on a number of assignments.
- Provided independent monitoring of the construction of a large coal fired facility for the Kansas Corporation Commission.
- Provided independent monitoring of the construction of major air quality control system upgrades to coal fired facilities for the Kentucky Public Service Commission.
- Provided independent monitoring of the construction of a large simple cycle natural gas combustion turbine for the Montana Public Service Commission.

Dr. Howard Axelrod - has more than 30 years of experience in management consulting, strategic planning and marketing for electric and gas utilities. His education related to this project is significant and includes:

- BSEE and MSEE degrees in Power Systems from Northeastern University
- PhD in Managerial Economics from Rensselaer Polytechnic Institute (Doctoral thesis on long range power system analysis);

His work experience also lends itself to this project and includes:

- 14 years in NYS government as a senior staff member of the NY Public Service Commission;
- Executive Consultant for over 25 years serving a range of state and federal regulatory agencies on integrated resource planning, enterprise risk management, and transmission and distribution analysis;

Finally, his direct experience on recent projects of this type includes:

Utility Rate-making and Regulatory Policy Analysis

- Dr. Axelrod has extensive ratemaking experience having served as a staff member of the New York Public Service Commission and as Director of Utility Intervention for the New York Consumer Protection Board. He has testified in over 75 proceedings and managed over 200 rate cases. As a management consultant for the last 30 years, Dr. Axelrod has supported the development of a range of regulatory strategies for major electric and gas utilities.

- Dr. Axelrod has provided expert testimony in areas addressing cost of capital, wages and salaries, labor and total factor productivity, energy and sales forecasts, excess capacity, rate phase-ins, economic impact, nuclear "need for power" prudence, affiliate transactions and promotional rate practices. He has also been lead consultant in rate settlement proceedings before state and federal regulators.
- His clients have included regulatory commissions in New York, New Jersey, Maryland, California, Connecticut, New Hampshire, Georgia, Illinois, Iowa and at FERC.
- Dr. Axelrod has performed a wide range of studies in the areas of market analysis, sales forecasting and economic development. He is an experienced strategic planner, marketing facilitator and process analyst. He has supported a number of major utilities to develop comprehensive business and marketing strategies focused for both customer retention and expansion. He has also been retained to review and assess planning, forecasting and marketing processes and recommend changes in response to the transition to a competitive energy market. He has helped utilities develop customized marketing programs for key customers accounts, area and economic development, electric and gas technology assessment, gas main extension strategies and natural gas vehicle programs. His clients have included Unitil, Ameritech, Super Power, Public Service Electric and Gas, Commonwealth Energy, Brooklyn Union Gas, Orange & Rockland Utilities, Georgia Power, Oglethorpe Power, New York State Electric & Gas, and Western Resources Commonwealth Energy, and Unitil.
- For the Texas Public Service Commission, he participated in the assessment of Entergy's application to join the Midcontinent Independent System Operator (MISO) and its proposed transfer of transmission assets and operations to ITC.

Mr. Mark D. Fowler has over thirty years of management and consulting and experience. He has participated in over 100 consulting assignments fulfilling roles from technical advisor to project management. His education includes a BS and MBA from the University of Tulsa with an emphasis in operations research. He began his career with Buckeye Gas Products with whom he worked in various areas. He also worked as a financial analyst for Plains Electric Generation and Transmission during the construction of the Plains Escalante Generating Station and associated coal handling and rail facilities. His responsibilities included financial modeling, interfacing with lenders and investment bankers and conducting financial and economic analysis. He also worked several years for an Australian software developer that specialized in consolidating systems of merged operations and work management.

Mr. Fowler has worked with large, international consulting firms and smaller niche firms. He has worked on scores of projects with Vantage since 1998. His work has been for utilities and telecommunications providers as well as for regulators. The diverse areas of his assignments include management audits, fuel audits, environmental planning, market analysis, customer service evaluations, affiliate compliance audits, emergency management and process improvements. His client base geographic coverage includes the US, Canada, Australia, Central America, the Caribbean and the Pacific Rim. He has testified before numerous State agencies. He is a student of the evolving utility environment and has both

studied and worked on projects related to distributed generation, reliability, micro-grids, service restoration, and state of the art environmental technologies.

C. PROJECT COST

Vantage will develop a formal budget once discussions are complete. Our typical rates for our consultants are as follows;

Consultant	Hourly Rate
Walt Drabinski	\$270
Chuck Buechel	\$250
Mike Boismenu	\$250
Howard Axelrod	\$250
Mark Fowler	\$250

PROJECT EXPENSES

Vantage will change for normal expenses, using the least cost, reasonable options available. The City of Lake Worth will be responsible for reimbursement of expenses.

D. VANTAGE ENERGY CONSULTING LLC BACKGROUND

The following Section provides a broad description of Vantage Consulting, Inc., the areas it has provided services in, a list of past clients and relevant references.

20844 4th Ave., West

Cudjoe Key, FL 33042

Tel. (305) 744-3440/Fax (305) 744-3450

Web Site: WWW.VANTAGEENERGYCONSULTING.COM

E-MAIL: WDRABINSKI@VANTAGEENERGYCONSULTING.COM

Federal Tax ID #: 27-2585037

Vantage Energy Consulting LLC, (Vantage) is a management consulting firm headquartered in Cudjoe Key, Florida, with clients throughout North America. Vantage consultants possess a broad background in all business aspects of electric, gas, and water utilities, but retain particular expertise in utility operating functions. Vantage Energy Consulting LLC and its predecessor company, Vantage Consulting Inc., has been in existence for over 22 years. During that time, the firm has focused on conducting utility related management consulting assignments. As the details on specific assignments described below attest, Vantage has been one of the most successful companies in this venue.

The Vantage team consists of highly experienced, trained consultants, covering virtually all functional work areas within the utility industry. Vantage is staffed by a total of 12 full-time and contract consultants and administrative staff. Consultants have a diverse set of backgrounds, including engineering, accounting, economics, finance, and psychology.

Vantage provides a broad range of consulting services to investor-owned utilities, independent power producers, regulatory agencies, state planning and environmental agencies, and law firms. While the majority of our assignments are tailored to the specific needs of the client, there are specific products and services which we offer. The functional service areas in which we work, and the consulting topics to which we provide expertise, are listed below:

SERVICE AREAS

Utility Regulatory Audits and Issues

- Comprehensive and Focused Management Audits
- Affiliate Review Audits
- Construction Program Reviews and Prudence Analysis/Testimony
- Emergency Preparation and Outage Management
- Fuel Adjustment Clause Analysis and Testimony
- Monitor and Testify Regarding SOS Procurement Activities
- Develop/Monitor/Evaluate PBR and Incentive Ratemaking
- Utility Competition and Restructuring Analysis
- Stranded Cost and Unbundling Issues
- Merger and Acquisition Strategic and Regulatory Assessments
- Energy Policy Act Review & Strategies
- Tariff & Rate Strategy (Electric & Gas)

Strategic and Organizational Planning

- Corporate Organizational Assessments and Business Plan Development
- Business Unit Process Reengineering
- Marketing Plan Development and Assessment
- Application New Generation Assessment Software
- Regional Wholesale Power Competition
- Litigation Support on Prudence Issues

Power Generation

- Evaluation of New Technologies
- Plant Organization and Staffing
- Plant Economics
- Plant Maintenance
- Performance Enhancement and Incentive Mechanisms
- Fuels Management
- Human Resources and Safety

- Environmental Evaluations
- Diversity/Affirmative Action Programs
- Job Process Analysis
- Pay Structuring and Flexible Labor Contracts
- Skills and Knowledge-Based Training
- Mutual Gains and Continuous Improvement Programs

Electric and Gas Retail Operations

- Management and Business Process Performance Assessments
- Retail Marketing Strategy Development and Implementation Support
- Work Management System Design and Implementation Support
- Work Standards Review
- System Hardening Practices

Environmental Compliance and Strategies

- CAA Strategies
- Economic Development in Non-Attainment Areas
- Protocol Development & Implementation
- Environmental Performance Opportunities
- Emission Credit Inventory Database
- Equipment/Plant Environmental Risk Assessment

Contract Version	Date	Summery of Agreement	Contract NTE
Original Contract	Nov-17	OUC Billings, future asset management; PPA	\$25,000
1st Amendment	Feb-18	Energy Costs; Fuel Mix; GHG analysis; Reliability matrix	\$22,000
2nd Amendment	Jun-18	Offering Memorandum; PPA	\$118,000
3rd Amendment	Oct-18	Increase amount - Pay 2nd amendment invoices	\$30,815
4th Amendment	Dec-18	Renew term for one (1) year	\$150,600
5th Amendment	Apr-19	Audit FPU agreement and explore renegotiation	\$29,120
6th Amendment	Mar-20	Renew term for one (1) year	\$188,160
7th Amendment	Nov-20	Renew term for one (1) year	\$170,880
8th Amendment	Nov-21	Renew term for one (1) year	\$197,760
9th Amendment	Nov-22	Renew term for one (1) year	\$115,200

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 29, 2022

DEPARTMENT: Electric Utility

TITLE:

Purchase Order(s) to Federal Contracts Corp for the purchase and delivery of a 12,000 pound capacity forklift

SUMMARY:

Purchase Order(s) to Federal Contracts Corp for the purchase and delivery of a 12,000 pound capacity forklift under State of Florida Term Contract at a cost not to exceed \$69,000.

BACKGROUND AND JUSTIFICATION:

The City's Electric Utility Warehouse is seeking to replace its 5,700 pound capacity forklift with a new 12,000 pound capacity forklift. The current forklift was manufactured in 2003, and has spent most of its useful life outdoors. As a result of its age and heavy-duty use, it is now in poor mechanical condition. Additionally, the asset has been fully depreciated and is currently inoperable without more costly repair work. The new 12,000 pound capacity forklift would increase the Material Management Department's capabilities, while reducing or eliminating the ongoing need for rentals and/or assistance from the Electric Utility Line Department. Further, this would allow the highly-skilled Line Department employees to focus their efforts on directly providing safe and reliable electric service, opposed to loading and unloading materials in excess of the current weight threshold.

The State of Florida awarded Federal Contracts Corp with a State Term Contract for Construction and Industrial Equipment (Contract No.: 22100000-21-STC). The pricing and related discounts are from the State Term Contract. The State Term Contract is available for review at the Department of Management Services website at: www.dms.myflorida.com/business_operations/state_purchasing/state_contractsand_agreements/state_term_contract/construction_and_industrial_equipment/complete_contract_contracts/complete_contract_federal_contracts_corp//. The City is authorized to purchase the forklift through the State Term contract as a cooperative purchase, which only requires the City to issue a Purchase Order for the purchase.

MOTION:

Move to approve/disapprove Purchase Order(s) to Federal Contracts Corp for the purchase and delivery of a 12,000 pound capacity forklift at a cost not to exceed \$69,000.

ATTACHMENT(S):

Fiscal Impact Analysis

State of Florida Contract Price Quote Form

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	\$69,000	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

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric
Division	Material Mgmt / Warehouse
GL Description	Machinery & Equipment
GL Account Number	421-6030-531-64-30
Project Number	EL2301
Requested Funds	\$69,000

Construction and Industrial Equipment (22100000-21-STC)

Price Quote Form (PQF)

Updated 8/16/2021

Instructions

Contractor will need to fill in the fields that are in white. Please fill in the requested information as per the requirements of the state term contract. Contractor will need to refer to the Product Group Discount Sheet and/or applicable price sheet on the contract website to locate the applicable Discount %.

Awarded Contractor Information

Contractor Name: Federal Contracts Corp
Street Address: 12918 N Nebraska Ave
City, State, Zip: Tampa, FL, 33612
Contact Person: Pete Pierson
Title: Vice President
Original Quote Date: 10/14/2022
Revised Quote Date:
Est. Delivery: 75 Weeks

Requesting Customer Information

Agency/Eligible User Name: City of Lake Worth Beach
Contact Person: Tom McKee
Title: Utility Services Manager
Phone #'s: Primary: 561-493-2530
Secondary:
Email Address: tmckee@lakeworthbeachfl.gov
Fax #:

Secondary Contact for Customer (Optional)

Contact Person:
Phone #'s: Primary:
Secondary:
Email Address:
Fax #:

Table with 4 columns: Group, Group Description, UNSPSC Commodity Code, Manufacturer/Brand. Row 1: 13, INDUSTRIAL TRUCKS/FORKLIFTS, Crown

Table with 8 columns: Base Equipment Model Number, Base Equipment Description, QTY, MSRP, Base Equipment Discount %, Discount Dollar Amount Per Unit, Net Price Per Unit, Total Price. Row 1: CG55C-7, LPG Pneumatic, Two Stage, Limited Free Lift, 181" Lift Height, 1, \$ 97,326.00, 30.00%, \$ 29,197.80, \$ 68,128.20, \$ 68,128.20

Table with 8 columns: OEM Item Model Number, OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description, QTY, MSRP, OEM Discount %, Discount Dollar Amount Per Unit, Net Price Per Unit, Total Price. Includes subtotal row.

Table with 8 columns: Non-OEM Item Model Number, Non-OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description, QTY, MSRP, Non-OEM Discount %, Discount Dollar Amount Per Unit, Net Price Per Unit, Total Price. Includes subtotal row and Grand Total State Term Contract Price: \$ 68,128.20

Contractor Comments:

Customer
Comments:

*UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the Product Group Discount Sheet for the code(s) applicable to each Group.

SUBTOTAL: Non-OEM Options, Parts, Accessories, and Implements <u>CONTINUED</u>	\$	-	\$	-	\$	-
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STAFF REPORT UTILITY MEETING

AGENDA DATE: November 29, 2022

DEPARTMENT: Electric Utility

TITLE:

Agreement with High Rock Builders, LLC for the construction of the Electrical System Operation Center at the Water Treatment Plant

SUMMARY:

The Agreement authorizes High Rock Builders, LLC, to provide construction services for the construction of the Electrical System Operation Center at a cost not to exceed \$159,304.96.

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB 22-114) seeking bids from qualified companies to construct the Electrical System Operation Center (ESOC) at the Water Treatment Plant facility. High Rock Builders, LLC, was one of two contractors to provide bids and is recommended to provide the construction services.

The current Electric System Operations Center (ESOC) is located in the northeast corner of the Power Plant site adjacent to the Main Substation. The single-story structure was constructed in the mid 1960's and is not constructed in accordance with today's High Velocity Hurricane Zone (HVHZ) standards.

Through several strategic planning meetings, it was determined, the best and most cost-effective plan, is to convert the existing Training Room located on the 2nd floor of the Water Treatment Plant to the new ESOC facility. The Water Treatment plant is constructed to new building code standards, is equipped with emergency power generation and fully functional galley kitchen to provide a robust and secure environment for the system operations staff.

The new command center will be equipped with state-of-the art video displays, control desk for two operators, badge card access at all entry points, viewing area, office and small conference area.

MOTION:

Move to approve/disapprove High Rock Builders, LLC., to provide construction services for the construction of the Electrical System Operation Center at a cost not to exceed \$159,305.

ATTACHMENT(S):

Fiscal Impact Analysis
Contract
Bid Tab

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	\$159,305	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$159,305	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

New Appropriation Fiscal Impact:

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric
Division	
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6020-531-63.15
Project Number	EL1904
Requested Funds	\$159,305

CITY OF LAKE WORTH BEACH, FLORIDA



**CITY OF LAKE WORTH BEACH
Electrical System Operations Center
Construction
IFB #22-114**

Contract

**CITY OF LAKE WORTH BEACH
ELECTRIC UTILITIES**

TABLE OF CONTENTS

	<u>NO. OF PAGES</u>
<u>BIDDING AND CONTRACT DOCUMENTS</u>	
00020 INVITATION TO BID	2
00100 INSTRUCTIONS TO BIDDERS	10
00300 BID FORM	12
00310 BIDDERS'S QUALIFICATION QUESTIONAIRE.....	5
00850 CAMPAIGN CONTRIBUTION STATEMENT	2
00851 SCRUTINIZED COMPANIES CERTIFICATION FORM.....	1
00500 AGREEMENT	11
00501 OPINION OF ATTORNEY	1
00630 NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES.....	1
00670 CONTRACTOR'S AFFIDAVIT TO OWNER	1
00680 APPLICATION FOR PAYMENT	1
00681 SCHEDULE OF VALUES AND WORK COMPLETED	1
00700 GENERAL CONDITIONS	72
00800 SUPPLEMENTARY CONDITIONS	6
00820 SPECIAL CONDITIONS	3
00840 RESIDENT PROJECT REPRESENTATIVE	3
00900 ADDENDA	5
LICENSES	1
CONSTRUCTION SPECIFICATIONS WITH DRAWINGS	11

City of Lake Worth Beach
IFB #22-114
Electrical System Operations Center Construction

00020
INVITATION TO BID

The City of Lake Worth Beach is soliciting bids from responsible and experienced contractors for the construction of the new Electrical System Operations Center located at **301 College Street, Lake Worth Beach 33460, Lake Worth Beach, FL** for the City's Electric Utilities.

This Invitation for Bid (IFB) may be downloaded at lakeworthbeachfl.bidsandtenders.net or www.lakeworthbeachfl.gov. All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidders to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity. Copies of this IFB may also be acquired by contacting purchasing1@lakeworthbeachfl.gov.

Time is of the essence and any bid received after **3:00 PM, September 29, 2022** whether by mail or otherwise shall be rejected by the City. The time of receipt shall be determined by the time clock located in the Financial Services Office. Bids shall be placed in a sealed envelope, marked with the bid number, title, date, and hour bids are scheduled to be received. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for the receipt. Bidders may deliver bids directly to City Hall during regular business hours 8 a.m. to 5 p.m. Monday through Friday. If bids are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting Procurement Division at (561) 586 – 1770 in advance.** Bidders are responsible for ensuring that their bid is stamped by office personnel by the deadline indicated.

All persons or entities responding to the IFB (hereafter "Bidders") are responsible for ensuring that their bid is received by the City at its' designated office address by the deadline indicated in the IFB. The City will in no way be responsible for delays caused by any occurrence. Bids shall not be submitted and will not be accepted in by e-mail, telephone, telegram, facsimile or any other City's address except as notified below. The time of receipt shall be determined by the time clock in Financial Services Department.

A Non-Mandatory Pre-Bid meeting is scheduled for September 7, 2022 at 10:00 a.m. at 301 College Street, Lake Worth Beach 33460, Lake Worth Beach, FL.

A Site Visit / Inspection will be held shortly after the conclusion of the Pre-Bid Meeting. The City will not answer any question at the visit. Bidders can submit their questions following the solicitation protocol after their visit.

All bids must be mailed or delivered to:

**City of Lake Worth Beach, City Hall
Financial Services Office - Procurement
7 North Dixie Hwy. 2nd floor
Lake Worth Beach, FL 33460**

ENVELOPES MUST BE IDENTIFIED AS IFB # 22-114 Electrical System Operations Center Construction .

Bids will be opened publicly at the City Hall immediately following the bid deadline.

All questions must be in writing submitted on lakeworthbeachfl.bidsandtenders.net or purchasing1@lakeworthbeachfl.gov before **September 12, 2022 at 4 p.m.**

Bids must be accompanied by a copy of Bid Security in the form of a certified or bank check made payable to the Owner, or a Bid Bond. The amount of the security shall not be less than five (5) percent of the Bidder's total price indicated in Bid Form. Bidder must be able to deliver original Bid Bond immediately after the bid opening if requested by the City.

No Bid may be withdrawn for a period of 120 days after the scheduled closing date for the receipt of bids except as otherwise provided in Article 13 of the Instructions to Bidders.

The successful Bidder, who is awarded the Contract, shall be required to furnish a 100% Construction Performance Bond and a 100% Construction Payment Bond which meet the requirements of section 255.05, Florida Statutes.

The OWNER reserves the right to reject any or all Bids, to waive all nonmaterial irregularities, to re-advertise, and to cancel any invitation to bid when it is in the best interests of the City.

PUBLISHED: August 28, 2022 – Palm Beach Post & City Website

Bids shall be submitted to:

**City of Lake Worth Beach, City Hall
Financial Services Office - Procurement
7 North Dixie Hwy, 2nd floor
Lake Worth Beach, FL 33460**

BIDDER: HIGH ROCK BUILDERS, LLC

PROJECT: City of Lake Worth Beach
IFB #22-114
Electrical System Operations Center Construction

DATE: 10-4-2022
(Bid Submitted on)

**00300
BID FORM**

THIS BID IS SUBMITTED TO:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
<u>10-4-2022</u>	<u># 22-144.</u>

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, 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.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 5.03 of the Supplementary Conditions, and accepts the determination set forth in Division 1: General Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER 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, including specifically the provisions of paragraph 5.03 of the General Conditions, as amended by the Supplementary Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- (e) BIDDER 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 or similar information or data in respect of said Underground Facilities are or will be required by BIDDER 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, including specifically the provisions of paragraph 5.05 of the General Conditions.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Unit Price Schedule (Page 00300-5):

5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.

6. The BIDDER further declares it understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.

7. BIDDER agrees that the Work:

will be substantially complete within **180 calendar days** after the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment within **210 calendar days** after the date when the Contract Time commences to run. Contract time completion is not adjustable and will be strictly enforced by the City. The Contractor shall ensure to utilize any means necessary including working 24/7 and/or overtime to ensure completion in designated timeline.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

BID FORM
00300-2

- (a) Required Bid Security in the form of Bid Bond .
- (b) Unit Price Schedule (Page(s) 00300-5).
- (c) Trench Safety Affidavit (Page(s) 00300-6).
- (d) Schedule of Subcontractors (Page(s) 00300-7).
- (e) Schedule of Suppliers, Equipment and Materials (Page(s) 00300-8).
- (f) Sworn Statements Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (Page(s) 00300-9 and 00300-10).
- (g) Certification of Drug Free Workplace Program (Page(s) 00300-11).
- (h) Veteran Business Enterprise, Small Business and Local Business Preference Form (Page(s) 00300-12)
- (i) Bidders Qualification Questionnaire (Page(s) 00310-1 thru 00310-5)
- (j) Campaign Contribution Statement (Page(s) 00850-1 and 00850-2).
- (k) Scrutinized Companies Certification Form (Page(s) 00851-1).
- (l) Other required documents to be submitted:
 - o Project Milestones/Work Schedule

9. Communications & questions concerning this Bid shall be submitted lakeworthbeachfl.bidsandtenders.net or purchasing1@lakeworthbeachfl.gov.

The phone number and address of BIDDER indicated below.

Contractor Address: 3710 OLD LIGHTHOUSE CIRCLE
WELINGTON, FL, 33414

Contractor Phone Number: 561-7148836

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

11. BIDDER's Florida Contractor's License No. CGC 1521183.

12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER's qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

13. BIDDER represents that it is financially solvent and sufficiently experienced and competent to provide all goods and services required under this IFB and that all information provided in the Bid is true and correct in all respects.

14. If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

(Signature)

doing business as _____

Business address: _____

Phone No. : _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner) (Signature)

Business address: _____

Phone No. : _____

A Corporation

By HIGH ROCK BUILDERS, LLC (SEAL)
Florida
(Corporation Name)

(State of Incorporation)

By NICONS COSTABIE
OWNER
(Name of Person Authorized to Sign)

(Title)

(Signature)

(Corporate Seal)

Attest _____
(Secretary)

(Signature)

Business address: 3710 OLD LIGHTHOUSE CIRCLE

WELLINGTON, FL, 33414

Phone No. : 561-7148836

IFB #22-114
Electrical System Operations Center Construction

UNIT PRICE SCHEDULE

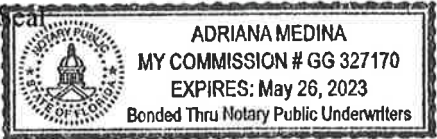
All bid items shall include prices for furnishing, to the City, all materials (except those provided by the City), tools, equipment, supplies, labor and all costs incurred in providing all work shown on the plans and specifications for City of Lake Worth Beach. Said costs shall be complete and inclusive of all labor, permits, inspection, taxes, bond(s), insurance, miscellaneous costs, record drawings, warranty, overhead and profit.

LUMP SUM BID: one hundred fifty nine thousand three hundred
four and 96/100 (write in numbers) (159,304.96)
[signature]
10-4-22
[date]

STATE OF Florida
COUNTY OF Polk

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 4th day of October 2022, by Nicholas Costello, as the resident [title] of High Rock Builders LLC [vendor's name], a [corporate description], who is personally known to me or who has produced FLDL Exp. 08-5-26 as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Adriana Medina
Notary Public Signature

Notary 

City of Lake Worth Beach
IFB #22-114
Electrical System Operations Center Construction

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

High Row Builders, LLC (NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost
N/A		\$
		\$
		\$
		\$
		\$
	Total	\$



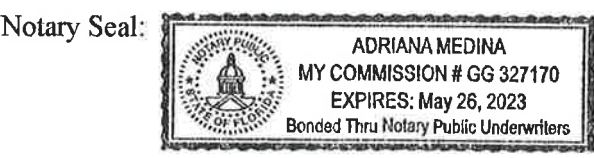
 (Signature) 10-4-22
 (date)

STATE OF Florida
 COUNTY OF Lake Worth

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 4th day of October 2022, by Nicholas Costello, as the Resident [title] of High Row Builders LLC [vendor's name], a [corporate description], who is personally known to me or who has produced FUL Exp. 08-5-26 as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



 Notary Public Signature



City of Lake Worth Beach
IFB #22-114
Electrical System Operations Center Construction


SCHEDULE OF MAJOR SUBCONTRACTORS

List subcontractors and/or tasks where a subcontractor will be used and relative work % of total cost expected. Subcontracting must not exceed 60% of the work based on cost.

List Proposed Major Subcontractors	Category of Work	Percentage
<u>JACK'S ELECTRIC</u>	<u>ELECTRICAL</u>	<u>10%</u>
<u>TEMPTECH SERVICES LLC</u>	<u>MECHANICAL</u>	<u>10%</u>
<u>HYDRUXO PUMPING.</u>	<u>PUMPING</u>	<u>2%</u>
<u> </u>	<u> </u>	<u> </u>
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City of Lake Worth Beach
IFB #22-114
Electrical System Operations Center Construction

SCHEDULE OF MAJOR EQUIPMENT AND MATERIALS

Description	Manufacturer	Model
		

City of Lake Worth Beach
IFB #22-114
Electrical System Operations Center Construction

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF LAKE WORTH BEACH
~~HIGH ROCK BUILDERS, LLC~~
[print name of the public entity]
by NICOLAS COSTABILE, OWNER
[print individual's name and title]
for HIGH ROCK BUILDERS, LLC
[print name of entity submitting sworn statement]

whose business address is 3710 OLD LIGHTHOUSE CIRCLE
WELLS BLOW, FL, 33414

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-1642088.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

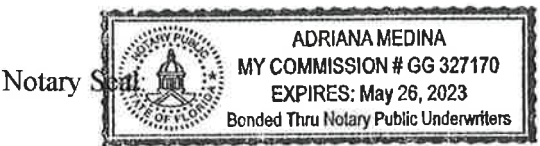
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
[signature]
10-4-22
[date]

STATE OF Florida
COUNTY OF Alameda

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 4th day of October, 2022, by Nickolas Costabile as the President [title] of Highback Builders LLC [vendor's name], a [corporate description], who is personally known to me or who has produced FDL Exp 08-5-26 as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



[Signature]
Notary Public Signature

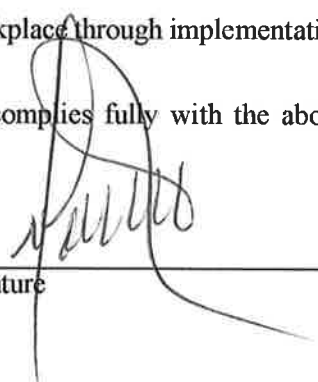
City of Lake Worth Beach
IFB #22-114
Electrical System Operations Center Construction

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of HHH ROOF BUILDERS, LLC maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1) we notify the employee that; a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Contractor's Signature

City of Lake Worth Beach
IFB #22-114
Electrical System Operations Center Construction

**VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND
LOCAL BUSINESS PREFERENCE FORM**

Section 2-117 of the City's Code of Ordinances shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this IFB.

The undersigned Bidder, hereby claims the following preference:

- Veteran Business Enterprise
- Small Business
- Local Business

Documentation to support a Bidder as a Veteran Business Enterprise, Small Business or Local Business must be submitted with a bid in response to the IFB and attached to this form. Documentation submitted after the bid deadline will be rejected.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: 

Print Name: NICOLAS COSTABILE

Print Title: Owner

Print Name of Business: HIGH ROCK BUILDERS, LLC

City of Lake Worth Beach
IFB #22-114
Electrical System Operations Center Construction

00310
BIDDERS'S QUALIFICATION QUESTIONNAIRE
(Include in Bid Submission)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information judged by OWNER OR ENGINEER to be false is grounds for rejection of Bid and Cost Proposal. (Use additional sheets as required to provide the required information.)
- B. The individual who holds the General Contractor's License certified in Florida shall be active in the management and ownership of the firm awarded the work and be available to provide their expertise for the project on an ongoing-basis. Provide the name of this individual for the complete duration of this project.

NICOLAS COSTABIE

- 1a. State the numbers of years your organization has been doing business in Florida.

9 YEARS

- 1b. State the numbers of years your organization has been doing business as a Licensed General Contractor in Florida.

9 YEARS.

2. We normally perform 70 % of the work with our own forces.

List trades below: ELECTRICAL, PLUMBING, MECHANICAL, BUILDING.

3. Have you ever failed to complete work awarded to you? If so, state where when and why

NO

4. BIDDER shall have successfully constructed, completed and certified, the following:

1. A minimum of three (3) construction projects of similar type and value within the past 5 years.

2. Managed a project on \$200,000 - \$350,000 dollar scale.

List these projects below (or attach).

Project #1 Name: JACK of USA.
Contract Amount: \$ 150,000. / 300,000.

Owner: SCALIS: JACK Phone No: 561-7186379

Consultant /Engineer — Phone No. —

Owner Contact: — Phone No. —

Description of Project: INTERIOR RENOVATION

Date Completed: JULY 30, 2022

Contract Schedule (days): 90

Actual Completion Schedule: 100 DAYS

Project #2 Name: 686 ISLAND DRIVE.

Contract Amount: \$ 385,000

Owner: — Phone No: —

Consultant /Engineer LIVINGSTON Phone No. —

Owner Contact: MIKE PRINCIPAL Phone No. 561-377 9643

Description of Project: INTERIOR RENOVATION/ EXTERIOR

Date Completed: 15-11-2020.

Contract Schedule (days): 150 DAYS

Actual Completion Schedule: 15-11-2020

Project #3 Name: 1090 NORTH LAKE WAY

Contract Amount: \$ 420,000

Owner: — Phone No: —

Consultant /Engineer LIVINGSTON BUILDERS Phone No. —

Owner Contact: MIKE Phone No. 561-377 9643

Description of Project: WINDOWS & DOORS.

Date Completed: 11-20-2021

Contract Schedule (days): 180 DAYS

Actual Completion Schedule: 180 DAYS

5. BIDDER shall demonstrate the ability to complete projects on time within the contract completion dates. List ALL projects within the last three years (started, underway, or completed):

Project: _____

Contract Schedule (days) _____

Actual Completion Schedule (days) _____

6. List ALL projects within the past five years (started, underway, or completed) in which liquidated damages (LD) were incurred, either directly or indirectly:

Project: _____

LD Amount: W/A

LD Unit Price: _____

7. BIDDER shall specifically name proposed superintendents to be utilized on this project and identify years of experience completed by the proposed superintendents within the previous five years. It must be demonstrated that the experience is with the current bidder.

Name: WILSON COSTABILE

Position: OWNER

Years of Experience with BIDDER: 9

Type of Work Responsible For: SUPERVISION

License: C4C 152 1183

9. BIDDER shall provide information related to the job safety and safety rating of the corporation: _____

10. Bonding Capacity

(a) Please state your bonding capacity per project. _____

(b) Please state your total bonding capacity. _____

(c) Please provide name, address and contact person of your bonding company. _____

12. What equipment do you own that is available for the proposed work?

~~_____~~
~~_____~~
~~_____~~

13. What equipment will you purchase for the proposed work?

~~_____~~
~~_____~~

14. What equipment will you rent for the proposed work?

~~_____~~
~~_____~~

15. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

~~_____~~
~~_____~~
~~_____~~

16. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute and the resolution of the same.

~~_____~~
~~_____~~
~~_____~~

17. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).

H&H ROCK BUILDERS, LLC

(a) The business is a LIMITED LIABILITY COMPANY.

(b) The address of the principal place of business is: 3710 OLD LIGHTHOUSE LN SE
WELINGTON

- (c) The name of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

If a Corporation, attach a copy of the most recent good standing certificate issued by the Secretary of State of Florida.

Date 10-4-22

Bidder: HGH ROCC BUNDERS, LLC

By: 

Title: OWNER.

Mailing Address: 3710 OLD LIGHTHOUSE CIRCLE
WELLINGTON

END OF BIDDER'S QUALIFICATION QUESTIONNAIRE

**00850
CAMPAIGN CONTRIBUTION STATEMENT**

This solicitation is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions.

Sec. 2-101. - Additional and supplemental disclosures requirements.

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publicly disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.

Vendor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

- 1. _____ contributed a total of \$ _____ to the campaign of City Commission member _____.
- 2. _____ contributed a total of \$ _____ to the campaign of City Commission member _____.
- 3. _____ contributed a total of \$ _____ to the campaign of City Commission member _____.
- 4. _____ contributed a total of \$ _____ to the campaign of City Commission member _____.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: NICOLAS BESTABILE

Print Title: OWNER

Print Name of Business: 4164 ROCK BUILDERS, LLC

Commissioner/Mayor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

_____ contributed a total of \$ _____ to my campaign.

_____ contributed a total of \$ _____ to my campaign.

_____ contributed a total of \$ _____ to my campaign.

_____ contributed a total of \$ _____ to my campaign.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: NICOLAS BESTABILE

For City Clerk's Use Only.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 20__.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor, _____, verbally disclosed the campaign contribution(s) set forth above.

City of Lake Worth Beach
IFB #22-114

Electrical System Operations Center Construction
00851

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, NICOLA COSTABILE, on behalf of 444 ROSE BUILDERS (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

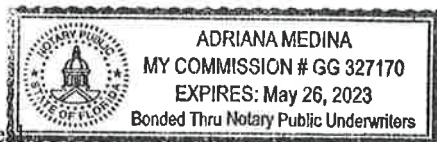
By: [Signature]

Name: NICOLA COSTABILE Title: PRESIDENT

Date: 10-4-22

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 4th day of October, 2022, by Nicolas Costabile as the President [title] of 444 Rose Builders LLC [vendor's name], a [corporate description], who is personally known to me or who has produced FDI Exp 08-526 as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



Notary Seal

[Signature]

Notary Public Signature

City of Lake Worth Beach
IFB #22-114
Electrical System Operations Center Construction

00500
AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____ day of _____ in the year 20____, by and between the **City of Lake Worth Beach** (hereinafter called Owner) and **High Rock Builders, LLC** (hereinafter called Contractor).

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

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: City of Lake Worth Beach Electrical System Operations Center Construction and all else necessary for a complete and functional project that meet or exceeds all requirements of the City of Lake Worth Beach.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: City of Lake Worth Beach Electrical System Operations Center Construction.

ARTICLE 2. ENGINEER

The Project has been designed by **Song + Associates, Inc. 1545 Centrepark Drive, West Palm Beach, FL 33401** 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 180 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 210 days from the date when the Contract Time commences to run.

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

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

AGREEMENT

00500-1

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: **\$ 159,304.96**

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 _____ (\$ _____)
(use words) (figures)

which is based on the unit price(s) in the Bid Form Unit Price Schedule.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

95% of Work completed.

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

5.1.2 Upon 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, progress and performance of the Work.

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

7.5 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent to the Site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in

accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.6 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent to the Site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

8.1 This Agreement consisting of 11 pages.

8.2 Exhibits to this Agreement identified as:

- a. The Project Manual (pages 1 to 11, inclusive);

b. Contractor's Bid (page 00300-1 to 300-12, inclusive);

c. Permits (pages ____ to ____, inclusive);

d. Other: _____

8.3 Performance Bond and Payment Bond consisting of X pages (plus Power of Attorney Forms as applicable). (n/a)

8.4 Notice of Award and Notice to Proceed.

8.5 General Conditions consisting of 72 pages.

8.6 Supplementary Conditions consisting of 6 pages.

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

8.8 Project Specifications consisting of 11 pages.

8.9 Drawings not attached hereto but are listed in Specifications.

8.10 Addenda numbers 1 to 2, inclusive.

8.11 Contractor's Bid consisting of __ page.

8.12 Documentation submitted by Contractor prior to Notice of Award.

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

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

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

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

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

1. Agreement
2. Addenda
3. Instructions to Bidders
4. Special Conditions
5. Supplementary Conditions
6. General Conditions
7. Technical Specifications

8. Details
9. City Standard Details
10. Drawings/Plans
11. Bid Form

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

ARTICLE 9. MISCELLANEOUS.

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

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

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

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

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

9.6 *Inspector General.* In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County

Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

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

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

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

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

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

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

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

custodian of public records, in a format that is compatible with the information technology systems of the Owner.

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

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

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

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

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

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

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

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

9.19 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of this Agreement, the Owner may immediately terminate this Agreement upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

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

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

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

- a) If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or

AGREEMENT

00500-9

- engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- b) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - c) The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
 - d) The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.
 - e) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated Contracting prohibitions then they shall become inoperative.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

HIGH ROCK BUILDERS, LLC

[Corporate Seal]

By: _____
Print Name: NICOLAS COSTABILE

Title: PRESIDENT

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 21 day of October 2022, by Nicolas Costabile as the President [title] of High Rock Builders LLC [vendor's name], a [corporate description], who is personally known to me or who has produced FL Drivers License as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature



City of Lake Worth Beach
IFB #22-114
Electrical System Operations Center Construction

00501
OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, that after such examination I am of the opinion that the execution of the Agreement, the Performance Bond and Payment Bond are in due and proper form.

Attorney for Owner

This the _____ day of _____, 20_____.

SECTION 00630
NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES

The undersigned Contractor does hereby confirm to the Owner and Engineer that the Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. 556.105 before the commencement of any excavation or demolition required for the Work.

Executed this ____ day of _____, 20____.

HIGH ROCK BUILDERS, LLC
(name of Contractor)


(signature)

NICOLAS COSTABILE
(print name)

PRESIDENT.
(title)

END OF SECTION

**City of Lake Worth Beach
IFB #22-114
Electrical System Operations Center Construction**

**00670
CONTRACTOR'S AFFIDAVIT TO OWNER**

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____, who, being by me first duly sworn, on oath depose(s) and say(s):

(1) He/she is/They are a (Corporation, Partnership or Individual) of _____ (State), doing business as _____ (Company Name), hereinafter called "Contractor".

(2) Contractor heretofore entered into a Contract with _____ hereinafter called "Owner" to do Work (furnish material, labor and services) for the construction of _____, located at _____ County, Florida.

(3) Contractor has fully completed construction in accordance with the terms of the Contract, and all lienors have been paid in full, except:

NAME OF LIENOR

AMOUNT DUE AND UNPAID

\$

(4) All Workmen's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contract.

(5) Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

(6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the Owner referred to in paragraph (2) of this affidavit.

(7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05, whichever is applicable.
Signed and sealed in the presence of:

(ENTITY)

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2022, by _____, as the _____ [title] of _____ [vendor's name], a _____ [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

CONTRACTOR'S AFFIDAVIT TO OWNER
00670-1

November 2018

00680
APPLICATION FOR PAYMENT NO. _____

Project: City of Lake Worth Beach IFB #22-114 Electrical System Operations Center Construction

Application is made for payment, as hereinafter shown, in connection with this Agreement:

Total Work to Date - see attached schedule	\$ _____
Work performed from _____	(date) to _____ (date)
Total Material Suitably Stored - see attached schedule	\$ _____
Gross Amount Due	\$ _____
Less _____ % Retainage	\$ _____
Amount Due to Date	\$ _____
Less Previous Applications	\$ _____
Amount Due This Application	\$ _____
<hr/>	
Original Contract Price	\$ _____
Net Change Orders	\$ _____
Current Contract Price	\$ _____
Value of Work Remaining to be Done	\$ _____

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Agreement referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

Dated _____, 20 ____

Contractor and Mailing Address

By _____
(Name and Title)

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2022, by _____, as the _____ [title] of _____ [vendor's name], a _____ [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Power Engineers, Inc.

Date: _____

By: _____
(Name) (Title)

Date: _____

CITY OF LAKE WORTH BEACH
By _____
(Name) (Title)

00681

SCHEDULE OF VALUES AND WORK COMPLETED

PROJECT TITLE: **IFB #22-114 Electrical System Operations Center Construction**

CONTRACTOR _____

FOR PERIOD ENDING _____

TO ACCOMPANY APPLICATION NO. _____

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
	\$		\$		\$
NOTE: CONTRACTOR SHALL PREPARE APPROPRIATE SCHEDULE WITH ALL CONTRACT ITEMS					
SHOWN FOR ATTACHMENT TO EACH APPLICATION FOR PAYMENT.					
			Total (Original Contract)		\$ _____
C.O. No. 1					
C.O. No. 1	NOTE: CHANGE ORDER(S) SHALL BE ITEMIZED AS APPLICABLE.				

TOTAL WORK TO DATE \$ _____

MATERIALS SUITABLY STORED

NOTE: CONTRACTOR TO ITEMIZE AND ATTACH APPROPRIATE INVOICES

TOTAL MATERIAL SUITABLY STORED \$ _____

Accompanying Documentation (Contractor to itemize):

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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www.nspe.org

American Council of Engineering Companies
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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms	1
1.02 Terminology	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents	6
2.03 Before Starting Construction.....	6
2.04 Preconstruction Conference; Designation of Authorized Representatives	7
2.05 Initial Acceptance of Schedules.....	7
2.06 Electronic Transmittals.....	7
Article 3 – Documents: Intent, Requirements, Reuse	8
3.01 Intent.....	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	8
3.04 Requirements of the Contract Documents	9
3.05 Reuse of Documents	10
Article 4 – Commencement and Progress of the Work.....	10
4.01 Commencement of Contract Times; Notice to Proceed	10
4.02 Starting the Work.....	10
4.03 Reference Points	10
4.04 Progress Schedule	10
4.05 Delays in Contractor’s Progress.....	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions.....	12
5.01 Availability of Lands.....	12
5.02 Use of Site and Other Areas	12
5.03 Subsurface and Physical Conditions.....	13
5.04 Differing Subsurface or Physical Conditions	14
5.05 Underground Facilities	15

5.06	Hazardous Environmental Conditions at Site.....	17
Article 6 – Bonds and Insurance		19
6.01	Performance, Payment, and Other Bonds	19
6.02	Insurance—General Provisions	19
6.03	Contractor’s Insurance	20
6.04	Owner’s Liability Insurance	23
6.05	Property Insurance.....	23
6.06	Waiver of Rights	25
6.07	Receipt and Application of Property Insurance Proceeds.....	25
Article 7 – Contractor’s Responsibilities.....		26
7.01	Supervision and Superintendence	26
7.02	Labor; Working Hours	26
7.03	Services, Materials, and Equipment.....	26
7.04	“Or Equals”	27
7.05	Substitutes.....	28
7.06	Concerning Subcontractors, Suppliers, and Others	29
7.07	Patent Fees and Royalties	31
7.08	Permits	31
7.09	Taxes.....	32
7.10	Laws and Regulations	32
7.11	Record Documents.....	32
7.12	Safety and Protection.....	32
7.13	Safety Representative	33
7.14	Hazard Communication Programs	33
7.15	Emergencies	34
7.16	Shop Drawings, Samples, and Other Submittals.....	34
7.17	Contractor’s General Warranty and Guarantee.....	36
7.18	Indemnification	37
7.19	Delegation of Professional Design Services	37
Article 8 – Other Work at the Site		38
8.01	Other Work.....	38
8.02	Coordination.....	39
8.03	Legal Relationships.....	39

Article 9 – Owner’s Responsibilities	40
9.01 Communications to Contractor	40
9.02 Replacement of Engineer	40
9.03 Furnish Data	40
9.04 Pay When Due	40
9.05 Lands and Easements; Reports, Tests, and Drawings	40
9.06 Insurance	40
9.07 Change Orders.....	40
9.08 Inspections, Tests, and Approvals	41
9.09 Limitations on Owner’s Responsibilities	41
9.10 Undisclosed Hazardous Environmental Condition	41
9.11 Evidence of Financial Arrangements	41
9.12 Safety Programs	41
Article 10 – Engineer’s Status During Construction	41
10.01 Owner’s Representative	41
10.02 Visits to Site	41
10.03 Project Representative	42
10.04 Rejecting Defective Work.....	42
10.05 Shop Drawings, Change Orders and Payments	42
10.06 Determinations for Unit Price Work	42
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work	42
10.08 Limitations on Engineer’s Authority and Responsibilities.....	42
10.09 Compliance with Safety Program	43
Article 11 – Amending the Contract Documents; Changes in the Work.....	43
11.01 Amending and Supplementing Contract Documents.....	43
11.02 Owner-Authorized Changes in the Work	44
11.03 Unauthorized Changes in the Work	44
11.04 Change of Contract Price.....	44
11.05 Change of Contract Times	45
11.06 Change Proposals	45
11.07 Execution of Change Orders.....	46
11.08 Notification to Surety	47
Article 12 – Claims	47

12.01	Claims	47
Article 13	– Cost of the Work; Allowances; Unit Price Work	48
13.01	Cost of the Work	48
13.02	Allowances	50
13.03	Unit Price Work	51
Article 14	– Tests and Inspections; Correction, Removal or Acceptance of Defective Work	52
14.01	Access to Work.....	52
14.02	Tests, Inspections, and Approvals.....	52
14.03	Defective Work.....	53
14.04	Acceptance of Defective Work.....	53
14.05	Uncovering Work.....	53
14.06	Owner May Stop the Work	54
14.07	Owner May Correct Defective Work.....	54
Article 15	– Payments to Contractor; Set-Offs; Completion; Correction Period.....	55
15.01	Progress Payments	55
15.02	Contractor’s Warranty of Title	58
15.03	Substantial Completion	58
15.04	Partial Use or Occupancy	59
15.05	Final Inspection	59
15.06	Final Payment.....	59
15.07	Waiver of Claims.....	61
15.08	Correction Period	61
Article 16	– Suspension of Work and Termination.....	62
16.01	Owner May Suspend Work	62
16.02	Owner May Terminate for Cause	62
16.03	Owner May Terminate For Convenience	63
16.04	Contractor May Stop Work or Terminate	63
Article 17	– Final Resolution of Disputes.....	64
17.01	Methods and Procedures.....	64
Article 18	– Miscellaneous.....	64
18.01	Giving Notice	64
18.02	Computation of Times.....	64
18.03	Cumulative Remedies.....	64

18.04	Limitation of Damages	65
18.05	No Waiver.....	65
18.06	Survival of Obligations.....	65
18.07	Controlling Law.....	65
18.08	Headings.....	65

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor’s operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
 - B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
 - C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

- Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
 - D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
 - E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
 - 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. The General Conditions may also be supplemented elsewhere in the Contract Documents.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition) have the meanings assigned to them in the General Conditions.

PART 1 - MODIFICATIONS AND SUPPLEMENTS TO GENERAL CONDITIONS

SC-2.01 Delivery of Bonds and Evidence of Insurance

Delete paragraph 2.01 C. of the General Conditions in its entirety and insert the following in its place:

C. This subsection is not needed.

SC-3.03 Reporting and Resolving Discrepancies

Delete the paragraph 3.03 A.3 in its entirety and insert the following in its place:

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or unless Contractor reasonably should have known of such conflict, error, ambiguity or discrepancy.

SC-4.01 Commencement of Contract Time; Notice to Proceed

Delete the last sentence of paragraph 4.01 A. of the General Conditions and insert the following in its place:

In no event will the Contract Time commence to run later than the 120th day after the day of the Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier, unless agreed otherwise by Owner and Contractor in writing.

SC-5.03 Subsurface and Physical Conditions

Delete paragraphs 5.03 A. and 5.03 B. in of the General Conditions in their entirety and insert the following in their place:

5.03 Subsurface and Physical Conditions

A. Reports and Drawings: Division 1: General Requirements of the Specifications shall identify those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the site and drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of any Technical Data contained in such reports that is specifically referenced in Division 1: General Requirements as Technical Data that can be relied on by Contractor. Except as indicated above, Contractor shall have full responsibility with respect to subsurface and physical conditions at the site.

B. Contractor may rely on the technical data as set forth in subsection A above, but such reports and drawings are not Contract Documents. Except for such reliance on Technical Data, Contractor may

not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. Any Contractor interpretation of or conclusion drawn from any Technical data or any such other data, interpretations, opinions, or information.

SC-5.06 Hazardous Environmental Conditions at Site

Delete paragraphs 5.06 A., 5.06 B. and 5.06 I. in of the General Conditions in their entirety and insert the following in their place:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. This subsection is not needed.
- I. This subsection is not needed.

SC-6.01 Performance, Payment and Other Bonds

Add the following language at the end of Paragraph 6.01 A.:

In accordance with section 255.05(1), Fla. Stat., as amended from time to time, before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall execute and record in the public records of Palm Beach County a payment and performance bond with a surety insurer authorized to do business in the State of Florida, and the Contractor shall be required to provide to the Owner a certified copy of the recorded bond. The Owner may not make a payment to the Contractor until the Contractor has complied with section 255.05(1)(b), Fla. Stat.

SC-6.02 Insurance – General Provisions

Add the following language at the end of Paragraph 6.02 C.:

Contractor shall deliver the required certificates of insurance prior to the commencement of any Work at the site. All of the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall be "claims made" and contain the name of the Project.

SC-6.03 Contractor's Insurance

Delete the following language in Paragraph 6.03 G.:

G. Additional insureds: The Contractor's commercial general liability, ~~automobile liability~~, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

Add the following new paragraph immediately after Paragraph 6.03 J.:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation, and related coverages under Paragraphs 6.03 A.1. and 6.03 A.2. of the General Conditions:

State: Statutory

Applicable Federal (e.g. Longshoreman's and Harbor Workers' Compensation, Maritime, Jones Act, etc.): Statutory

Employer's liability:

Bodily injury, each accident \$1,000,000

Bodily injury by disease, each employee \$1,000,000

Bodily injury/disease aggregate \$1,000,000

2. Contractor's Commercial General Liability under paragraphs 6.03 B. and 6.03 C. of the General Conditions:

General Aggregate \$3,000,000

Products and Completed Operations Aggregate \$3,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence (Bodily Injury and Property Damage) \$1,000,000

3. Automobile Liability under paragraph 6.03 D. of the General Conditions:

Combined Single Limit of \$1,000,000

4. Excess or Umbrella Liability under paragraph 6.03 E. of the General Conditions:

Per Occurrence \$If applicable

General Aggregate \$If applicable

SC-6.04 Owner's Liability Insurance

Delete paragraphs 6.04 A. and 6.04 B. of the General Conditions in their entirety and insert the following in their place:

A. This Subsection is not needed.

B. This subsection is not needed.

SC-6.05 Property Insurance

Add the following language at the end of paragraph 6.05 C.:

The maximum deductible amount for any insurance required under paragraph 6.05 shall be \$5,000.00.

SC-6.06 Waiver of Rights

Delete paragraphs 6.06 B. and 6.06 C. of the General Conditions in their entirety and insert the following in their place:

- B. This Subsection is not needed.
- C. This subsection is not needed.

SC-7.01 Supervision and Superintendence

Add the following language at the end of paragraph 7.01 B.:

The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

SC-7.07 Patent Fees and Royalties

Delete paragraph 7.07 B. and insert the following in its place:

- B. This subsection is not needed.

SC-7.08 Permits

Add the following language at the end of paragraph 7.08 A.:

Contractor shall obtain and pay for the following permits:

1. City of Lake Worth Building Permit. Include in the bid amount a 3-percent of appropriate items permit fee based on the bid cost. This permit fee amount will be adjusted based on the actual fee charged and the difference credited, as applicable.
2. Any other applicable permits.

SC-7.18 Indemnification

Delete paragraph 7.18 A. and insert the following in its place:

- A. Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve Contractor of its liability and obligation to hold harmless and indemnify the City as set forth in this section. It is the specific intent of the parties hereto that the foregoing indemnification complies with section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the required "Specific Consideration" therefore. Nothing contained in the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor shall the Contract Documents be construed as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat., as amended from time to time.

SC-10.03 Project Representative

Add the following new paragraph immediately after paragraph 10.03 A.:

- B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work. However, if the Engineer does furnish a Resident Project Representative per

paragraph 10.03 of the General Conditions, the duties, etc. of the representative shall be as provided in the Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative as included in the Project Manual. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity shall be presented at the Preconstruction Conference or as otherwise set forth in the Project Manual.

SC-10.04 Rejecting Defective Work

Add the following language at the end of paragraph 10.04 A.:

- A. Engineer also has the authority to disapprove or reject Work which Engineer believes will not produce a completed Project that conforms to the Contract documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

SC-11.04 Change of Contract Price

Delete paragraphs 11.04 C.2.c. and 11.04 C.2.e. in their entirety and insert the following in their place:

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to ten percent of such net decrease; and

SC-13.03 Unit Price Work

Delete paragraph 13.03 E. in its entirety and insert the following in its place:

- E. Contractor may not make a claim for additional expenses incurred as a result of a difference between final quantity of any item(s) of Unit Price Work and the estimated quantity of such item(s) in the Contract Documents, unless specifically allowed in the Bid Form. Any adjustments specifically allowed shall be made in accordance with directions in the Bid Form.

SC-16.03 Owner May Terminate for Convenience

Add the following new paragraph immediately after paragraph 16.03 B.:

- C. If a court of competent jurisdiction finds that the Owner wrongfully terminated this Contract, then in such event, this Contract shall be deemed terminated for convenience as provided for in this paragraph, and the Contractor shall not be entitled to loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination but may be entitled to all items as authorized herein.

SC-18.07 Controlling Law

Delete paragraph 18.07 A. in its entirety and insert the following in its place:

- A. This Contract is to be governed by the laws of the State of Florida. The venue for any and all legal action necessary to enforce the Contract Documents will be in Palm Beach County, Florida.

PART 2 - ADDITIONAL SUPPLEMENTARY CONDITIONS

1. ATTACHMENTS:

The following forms included in the Project Manual shall be used by Contractor for submittals required by the Contract Documents (unless Owner accepts other form):

- a. Construction Payment And Performance Bond (00620).
- b. Notice of Compliance with Chapter 556, Florida Statutes (00630).
- d. Contractor's Affidavit to Owner (00670).
- e. Form of Application for Payment (00680).

END OF SECTION

00840
LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE
RESIDENT PROJECT REPRESENTATIVE

ENGINEER may furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the Contractor. RPR may only be part time on site, and CONTRACTOR shall coordinate with RPR as required in the Contract Documents.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. SCHEDULES: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. CONFERENCES AND MEETINGS: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. LIAISON:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. SHOP DRAWINGS AND SAMPLES:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.

- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. REVIEW OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS AND TESTS:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. INTERPRETATION OF CONTRACT DOCUMENTS: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. MODIFICATIONS: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. RECORDS:
 - a. Maintain at the job site or ENGINEER's office files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. REPORTS:
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident witnessed by RPR or that was otherwise made known to RPR.
10. PAYMENT REQUESTS: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to

ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. CERTIFICATES, MAINTENANCE AND OPERATION MANUALS: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. COMPLETION:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

END OF SECTION



**INVITATION FOR BID
IFB 22-114
Addendum No. 1**

Electrical System Operations Center

This addendum shall modify, clarify, change, or add information and clarification and become part of the above referenced IFB.

Questions & Answers:

Question 1: Is there a cost estimate and/or a plan holders list available?

Answer 1: Estimated budget is around \$165,000.

Question 2: Are city permit fees included, to be added, or exempt on this project?

Answer 2: No permits are required for this project.

Question 3: Instead of bringing in a port a potty, why not allow workers to use adjacent bathroom?

Answer 3: Absolutely no construction personnel shall use any Water Treatment Plant facilities or be allowed unescorted in any other areas not specifically under construction of this project. Port a potty and wash station are to be provided by the Contract.

Question 4: All TV Screens, racking, assembly and associated wiring/set-up & programming by others correct?

Answer 4: Yes, except power drops called out in plans.

Question 5: Core drilling in floor slab by us or City?

Answer 5: The Contractor is responsible for core drilling.

Question 6: no exterior doors or windows to be changed out or added, correct?

Answer 6: No exterior changes are required.

Question 7: mini-split A/C units to be Mitsubishi or comparable depending on availability yes?

Answer 7: The Contractor may be allowed to provide for approval to the Engineer equipment of equal or higher quality than specified.

Question 8: Fire system work is limited to re-location of certain existing devices, correct?

Answer 8: Fire Alarm is excluded from the scope.

Attachment:
Plan Holders List

Number	Name	Company Name	Primary Co	Primary Co	Primary Co	Primary Co	Address 1
22-114	Electrical System Operations Center	Bella Construction Corp	jeff	Berkoff	jb@bellaco	(561) 722-6362	Emba
22-114	Electrical System Operations Center	ConstructConnect	Michael	Stubbs	content@c	(800) 364-7382	Edwa
22-114	Electrical System Operations Center	Engineered Power Products Inc	Michael	Albers	mike.alber	(561) 758-9334	Plant

Address 2	City	Postal Code	Website	Value or No	Submitted	Show Value	Awarded
West Palm		33401		Price Seal	No	No	No
Cincinnati		45209		Price Seal	No	No	No
ROYAL PALM		33411	www.eppr	Price Seal	No	No	No



**INVITATION FOR BID
IFB 22-114
Addendum No. 2**

Electrical System Operations Center

This addendum shall modify, clarify, change, or add information and clarification and become part of the above referenced IFB.

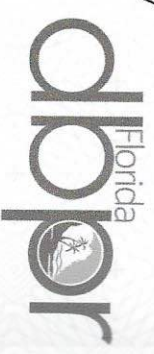
New submittal deadline for the above referenced bid is:

October 5, 2022 at 3 p.m.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COSTABILE, NICOLAS
HIGH ROCK BUILDERS, LLC
3710 OLD LIGHTHOUSE CIRCLE
WELLINGTON FL 33414

LICENSE NUMBER: CGC1521183

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

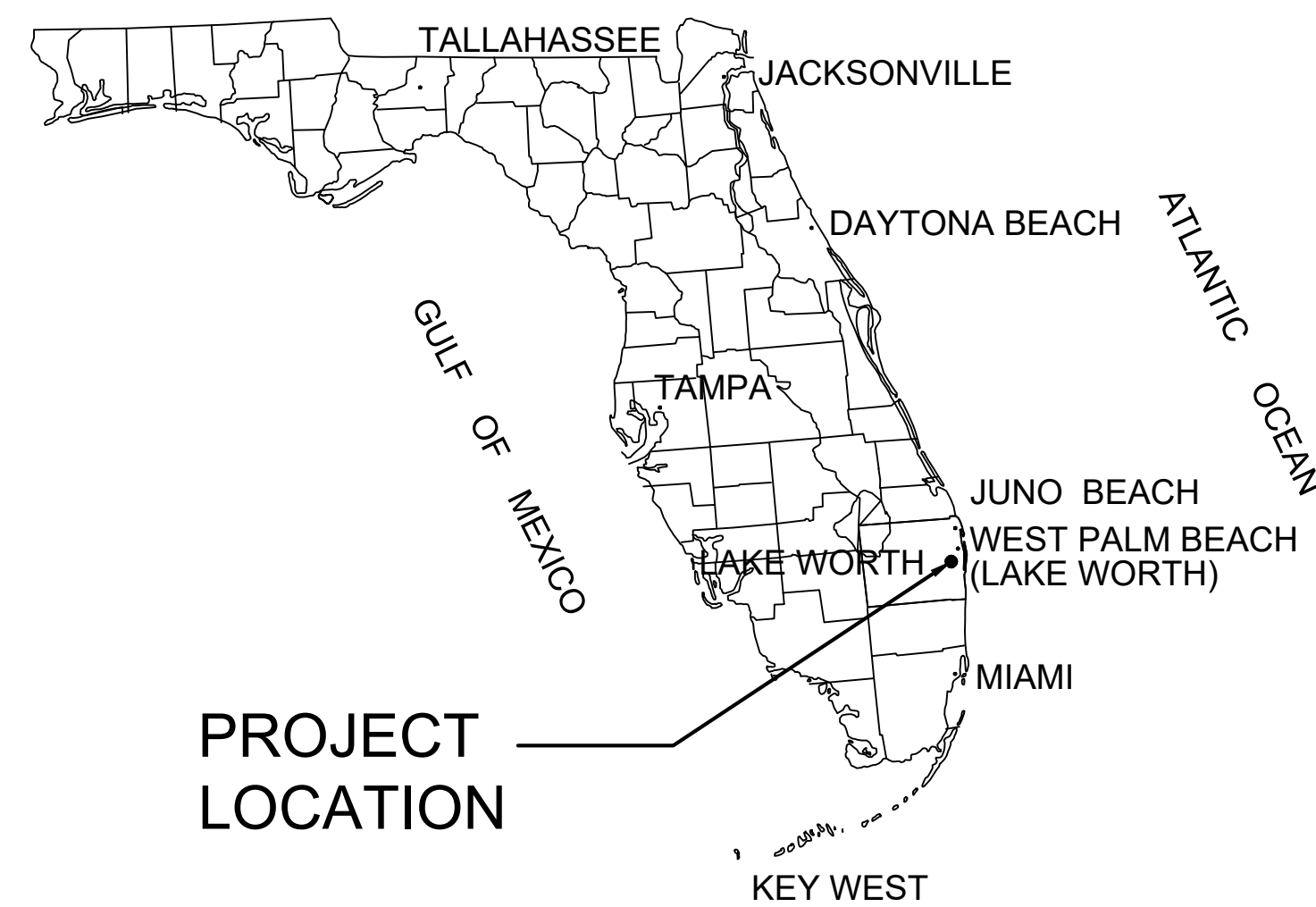
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CITY OF LAKE WORTH BEACH ELECTRICAL SYSTEM OPERATIONS CENTER

1749 3RD AVE S, LAKE WORTH, FL 33460



SHEET INDEX				
SHEET #	SHEET NAME	ISSUE DATE	REV #	REV DATE
ARCHITECTURE				
—	COVER	11-15-2021		
A-100	SITE KEY PLAN	11-15-2021		
LS-100	LIFE SAFETY PLAN	11-15-2021		
A-201	FLOOR PLANS AND RCP	11-15-2021		
AD-201	DEMOLITION FLOOR PLANS AND RCP	11-15-2021		
A-800	DOOR AND FINISH SCHEDULE	11-15-2021		
MECHANICAL				
M-1	MECHANICAL FLOOR PLAN	11-15-2021		
M-2	MECHANICAL NOTES AND DETAILS	11-15-2021		
ELECTRICAL				
E-1	ELECTRICAL PLAN	11-15-2021		
E-2	ELECTRICAL NOTES, DETAILS AND RAISER	11-15-2021		
E-3	ELECTRICAL NOTES, DETAILS AND RAISER	11-15-2021		

S + A Project No. 19024

ARCHITECT

SONG + ASSOCIATES, INC.
1545 CENTREPARK DRIVE NORTH
WEST PALM BEACH, FLORIDA 33401

TEL: 561-655-2423
FAX: 561-655-1482

BACH DESIGN GROUP
5130 N. FEDERAL HWY, SUITE 1
FT. LAUDERDALE, FL 33308

TEL: (954) 461-4314

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Song + Associates

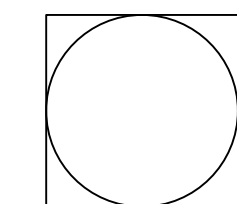
Architecture • Planning • Interior Design

100% CONSTRUCTION DOCUMENTS
NOVEMBER 15, 2021

TO THE BEST OF MY KNOWLEDGE, THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLETE AND COMPLY WITH "THE FLORIDA BUILDING CODE", THE "FLORIDA FIRE PREVENTION CODE", AND OTHER APPLICABLE CODES AND REGULATIONS. AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH FBC CH. 105 AND 633 FLORIDA STATUTES.

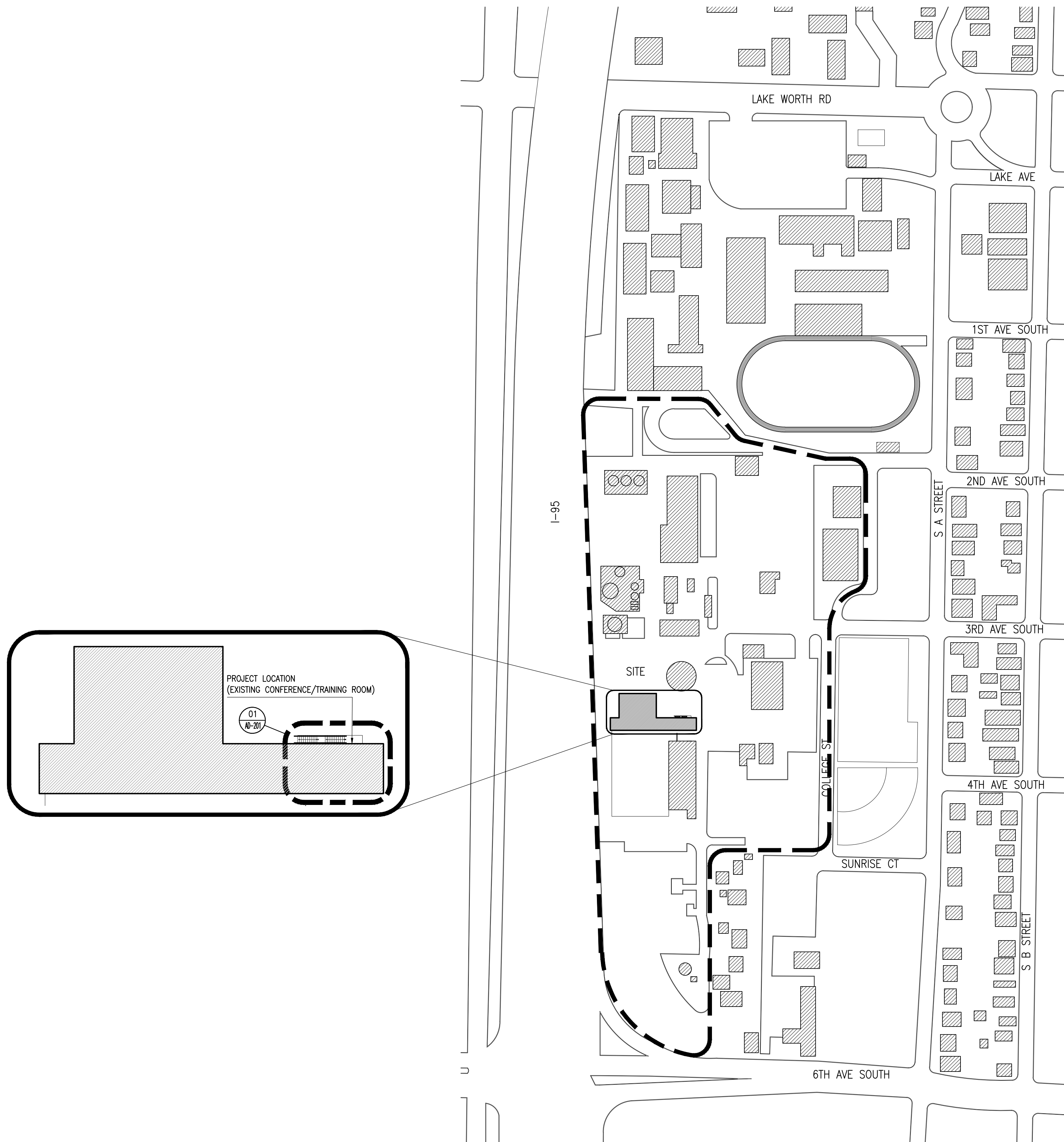
Seal :

SET NO.



Name :

License # :



SCOPE OF WORK

THE PROJECT PROPOSES TO MODIFY THE EXISTING NORTH WEST CONFERENCE/TRAINING ROOM LOCATED ON THE 2ND FLOOR OF THE REVERSE OSMOSIS PLANT, LOCATED AT 301 COLLEGE STREET, LAKE WORTH BEACH, FL 33460. THE DESIGN INCLUDES THE FOLLOWING:

- IT WILL CREATE A SPACE FOR TWO (2) OPERATION STATIONS, EACH ONE WITH AN APPROXIMATE LENGTH SIZE OF 10'-0", WHICH IS THE SIZE REQUIRED TO ACCOMMODATE 5 MONITORS EACH.
- INTEGRATE THE DESIGN OF A VIDEO WALL APPROXIMATELY 14 MONITORS IN A 7X2 ARRAY.
- CREATE A SMALL CONFERENCE SPACE FOR 6 PEOPLE.
- PROVIDE ON NEW OFFICE APPROXIMATELY 10'X12'.
- PROVIDE INFRASTRUCTURE FOR CARD READER ACCESS INTO THE SPACE
- PROVIDE NEW ARCHITECTURAL FLOOR AND WALL FINISHES

SYMBOLS AND NOTES

1-100	ROOM DESIGNATION	I.O. PARAPET	ELEVATION DATUM
X	ROOM NUMBER	0'-0"	LOCATION HEIGHT
X	ROOM NAME	#	EXTERIOR ELEVATION KEY
1	DOOR KEY	SHT	SHEET NUMBER
1122	BUILDING NUMBER	01/A1.1	ELEVATION NUMBER
A	ROOM NUMBER	VIEWPOINT KEY	SHEET NUMBER
1	DOOR NUMBER	VIEWPOINT	BUILDING KEY PLAN
#	WINDOW KEY	SHT	BUILDING SECTION/ DETAIL KEY
#	WINDOW NUMBER	SHT	SECTION NO. SHEET NO.
CL-1	WINDOW TYPE REFER TO SHEET XXXXX	XXXX	WALL SECTION/DETAIL KEY
CL-1	FINISH KEY	DETAIL KEY	SHEET NO. SECTION NO.
CL-1	FINISH NUMBER	DETAIL KEY	DETAIL NUMBER SHEET NUMBER AREA OF CONCERN
CL-1	REFER TO FINISH SCHEDULE FOR MATERIAL	REVISION DELTA	DETAIL NO.
2/ET	CASEWORK KEY	INTERIOR ELEVATIONS KEY	ELEVATION NUMBER
2/ET	CASEWORK NUMBER	INTERIOR ELEVATIONS KEY	SHEET NUMBER
2/ET	NUMBER OF UNITS		
2/ET	PARTITION TYPE KEY		
WX-X-S	WALL, PARTITION OR CHASE TYPE DETAIL NUMBER		
WX-X-S	STUD OR MASONRY THICKNESS, IF DIFFERENT THAN INDICATED IN DETAIL		
WX-X-S	IF WALL TYPE FOLLOWED WITH AN 'S', WALL IS TO BE PROVIDED WITH INSULATION AS INDICATED IN DETAIL		
WX-X-S	WALL HOURLY FIRE RATING		
0'-0"	POINT ELEVATION KEY		
0'-0"	HEIGHT		
N	NORTH ARROW		

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Seal:

Name: ROBERT M. CASTROVINCI
License #: AR98054

Consultants:

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CITY OF LAKE WORTH BEACH
ELECTRICAL SYSTEM
OPERATION CENTER

1749 3RD AVE S
LAKE WORTH, FL 33460

Key Plan:

Revisions:

Date: 11/15/2021

S+A Project No: 19024

Owner Project No: --

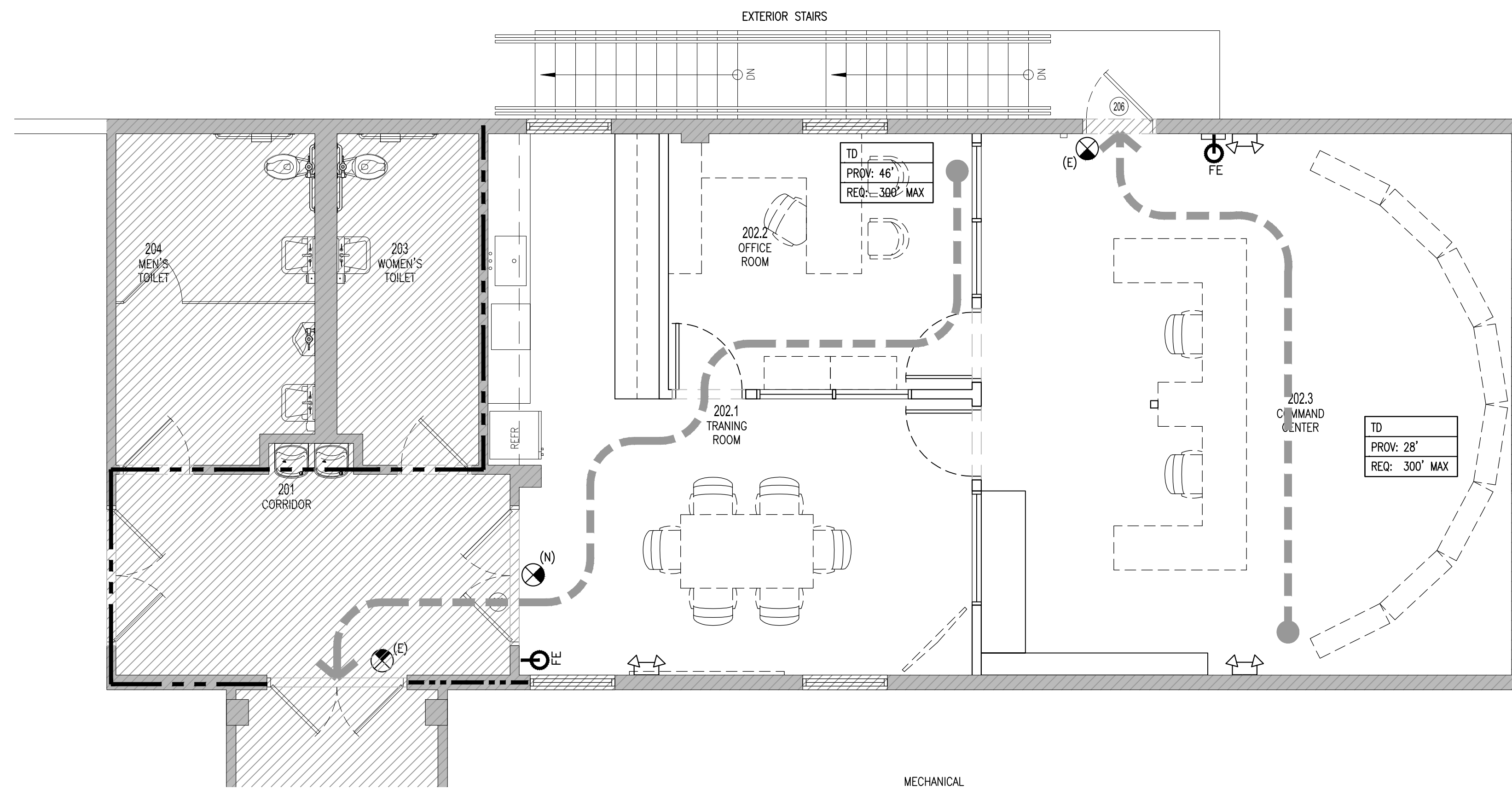
Drawn By: SV

Checked By: RC

Phase: 100% CONSTRUCTION DRAWINGS

Sheet Title: **SITE PLAN**

Sheet #: **A-100**



LIFE SAFETY LEGEND

- TRAVEL DISTANCE
DISTANCE IN FEET FROM AN OCCUPIABLE POINT 12" FROM WALL TO THE NEAREST EXIT
- EXISTING LIGHTED EXIT SIGN - SINGLE FACED DARKENED AREA INDICATES FACE OF SIGN VIEWED
- NEW EXIT SIGN - SINGLE FACED DARKENED AREA INDICATES FACE OF SIGN VIEWED
- FIRE EXTINGUISHER ON WALL-MOUNTED BRACKET UL RATED 3-4A-B-C 5# EXTINGUISHER UNLESS OTHERWISE INDICATED OR SPECIFIED AS A, B, B.C, D OR K. ONE PER EVERY 3,000/SF
- EXISTING 2HR FIRE RATED WALL

GENERAL NOTES

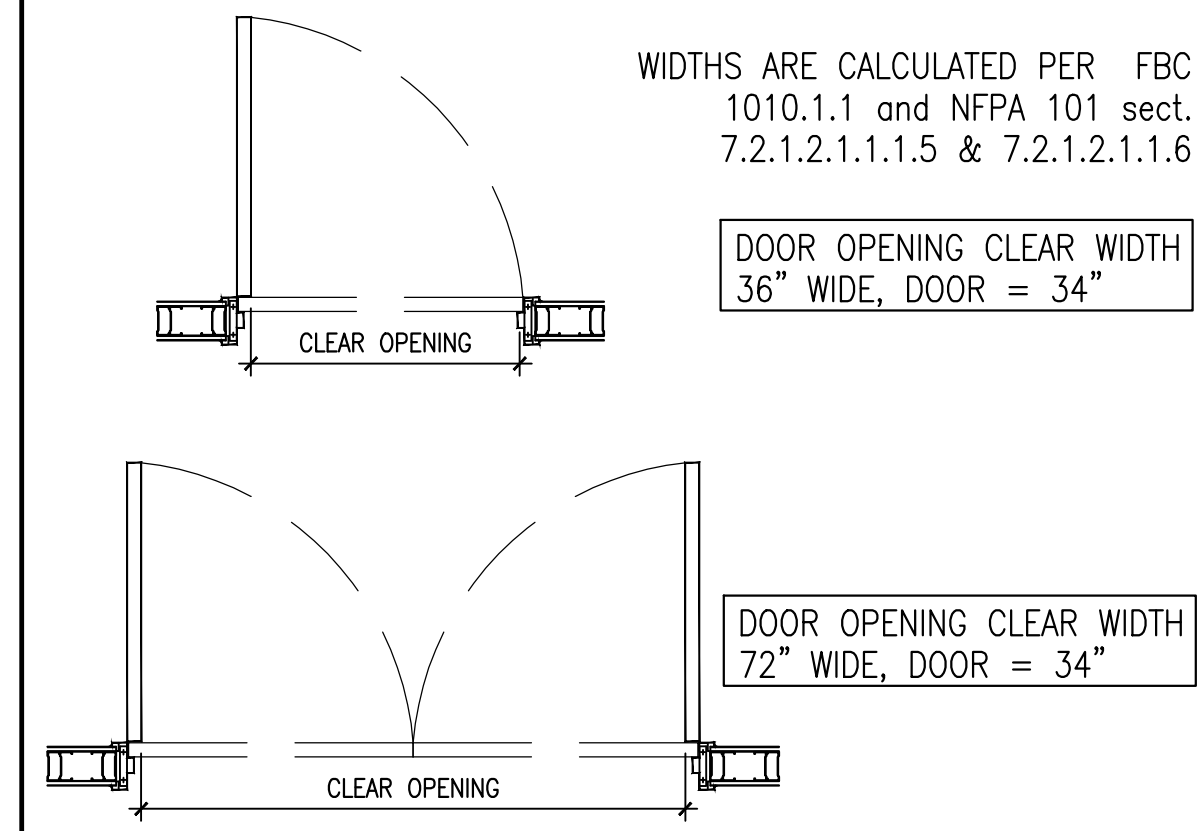
- 1) FOR FIRE ALARM HORN, STROBE, PULL STATION, AND SMOKE DETECTORS REFER TO ELECTRICAL DRAWINGS.
- 2) SEE REFLECTED CEILING PLANS FOR REMAINDER OF LIGHTING.

BUILDING OCCUPANT LOAD BREAKDOWN

USE	OCCUPIED AREA SQUARE FEET	FACTOR	OCCUPANT LOAD
OFFICE	1,100	100	11
SUBTOTAL	1,100		11
TOTAL	1,100		11

EGRESS WIDTH TABULATIONS

EGRESS WIDTH PER OCCUPANT	AREA	CALCULATED NO. OF OCCUPANTS	CORRIDORS	
			EXIT WIDTH INCHES REQD	EXIT WIDTH INCHES PROV.
FIRST FLOOR B @ 100 SF/OCC	1,100 SF	11 OCC.	32"	102"



APPLICABLE CODES

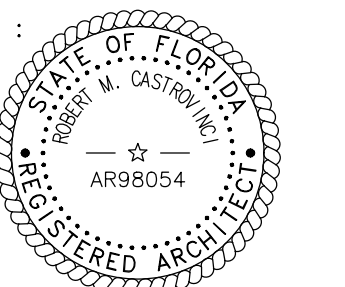
1. TO THE BEST OF MY KNOWLEDGE, THESE DRAWINGS ARE COMPLETE, AND COMPLY WITH FBC 2017.
2. THE DESIGN AND CONSTRUCTION OF THIS PROJECT SHALL COMPLY WITH THE FOLLOWING CODES AND STANDARDS. SHOULD THERE BE A CONFLICT BETWEEN ANY CODE REQUIREMENTS, COMPLY WITH THE REQUIREMENT THAT PROVIDES THE GREATEST DEGREE OF LIFE SAFETY.
 - A. FBC (FLORIDA BUILDING CODE), 7TH ED., 2020
 1. FBC-Building
 2. FBC-Accessibility
 3. FBC-Mechanical
 4. FBC-Plumbing
 5. FBC-Fuel Gas
 6. FBC-Energy Conservation
 - B. FLORIDA FIRE PREVENTION CODE 7th ED., 2020 INCLUDING:
 1. NFPA 1-2018
 2. NFPA 101-2018
 - C. NATIONAL ELECTRIC CODE (NEC) 2017



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Name: ROBERT M. CASTROVINCI
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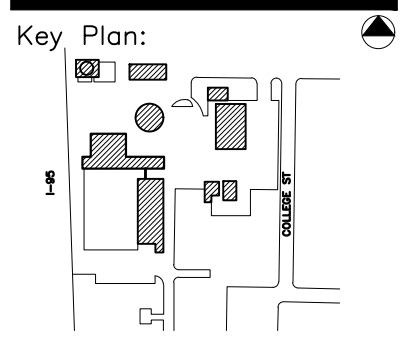
Consultants:

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CITY OF LAKE WORTH BEACH ELECTRICAL SYSTEM OPERATION CENTER



1749 3RD AVE S
LAKE WORTH, FL 33460



Revisions:

Date: 11/15/2021

S+A Project No: 19024

Owner Project No: --

Drawn By: SV

Checked By: RC

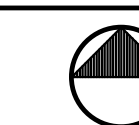
Phase: 100% CONSTRUCTION DRAWINGS

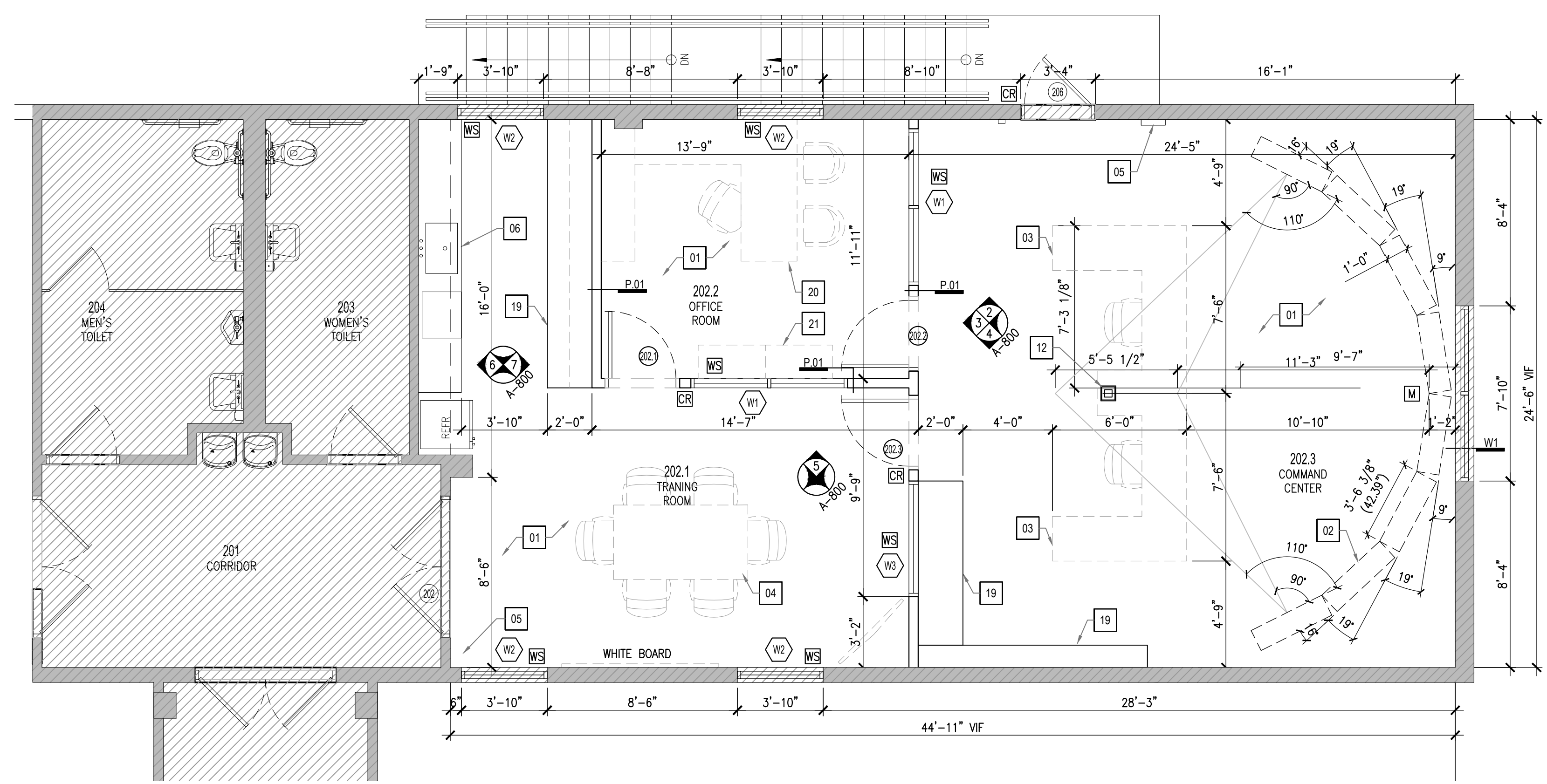
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LIFE SAFETY SUMMARY

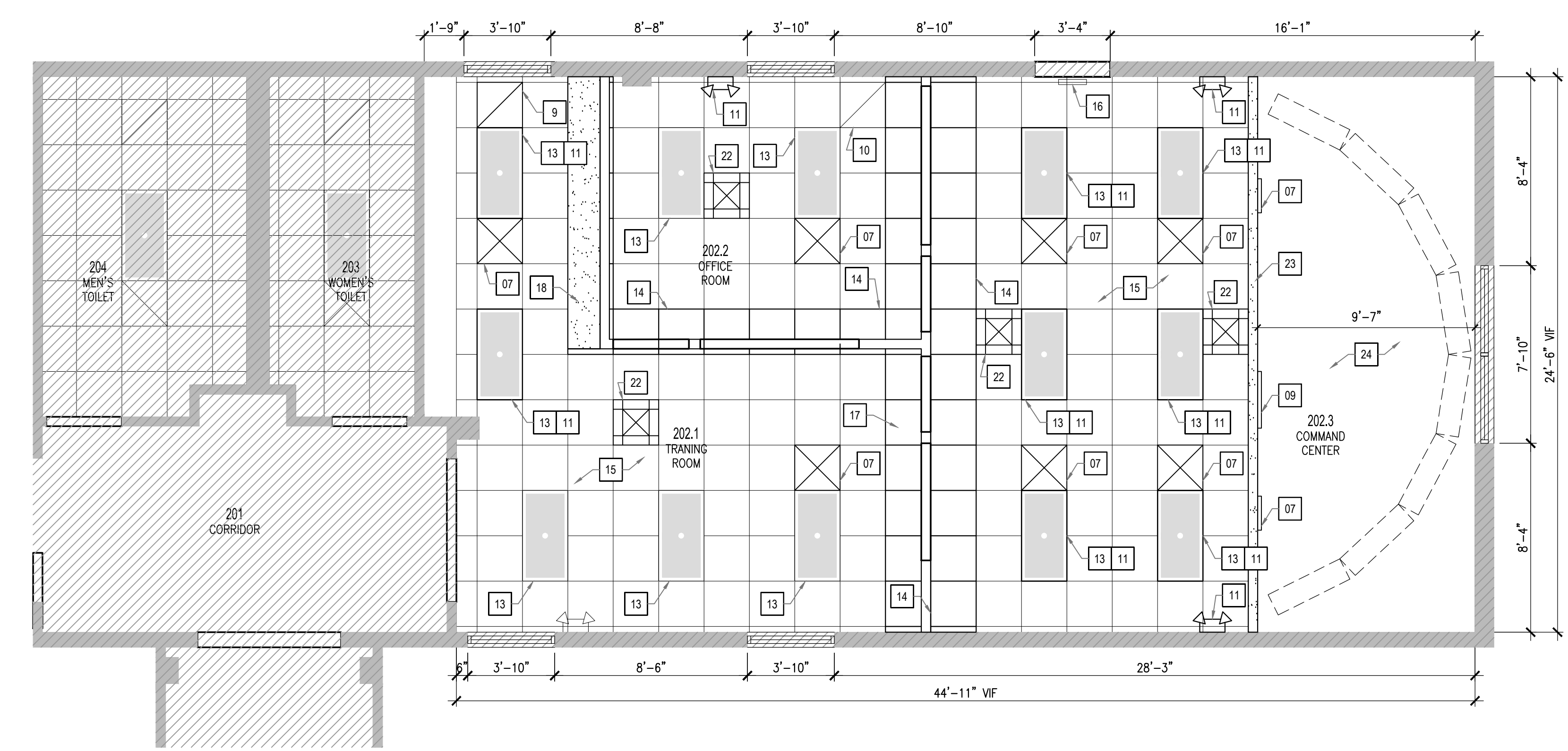
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LS-100





OVERALL FLOOR PLAN 01
1/4" = 1'-0"



OVERALL RELLECTED CEILING PLAN 02
1/4" = 1'-0"

FLOOR PLAN LEGEND

EXISTING WALL	DOOR ACCESS CARD READER
NEW DRYWALL / STUD PARTITION	ROLL-DOWN WINDOW SHADES
BUILDING NUMBER ROOM NUMBER DOOR NUMBER	MONITOR/TV WALL. REFER TO SHEET A-640 FOR INTERIOR ELEVATION
POINT ELEVATION TAG	CODED NOTE TAG
DESCRIPTION OF OBJECT HEIGHT	CODED NOTE NUMBER
ROOM TAG	DOOR TAG
ROOM NUMBER ROOM NAME	DOOR NUMBER ROOM NUMBER

NOTE: REFER TO DOOR ELEVATIONS & SCHEDULES

CODED NOTES

- 01 NEW FLOOR FINISH TO BE INSTALLED ALONG WITH NEW PERIMETER WALL BASE. REFER TO FINISH SCHEDULE.
- 02 NEW INSTALLED MONITOR/TV WALL. REFER TO SHEET AV-900 FOR MORE INFORMATION.
- 03 NEW OWNER PROVIDED COMMAND CENTER OBSERVATION WORK DESK. 5 MONITORS PER WORK STATION. PROVIDED POWER AND DATA.
- 04 EXISTING TRAINING ROOM TABLE TO REMAIN.
- 05 FINAL LOCATION FOR RELOCATED EXISTING RECESSED FIRE EXTINGUISHER.
- 06 EXISTING CABINERY TO REMAIN.
- 07 FINAL LOCATION FOR RELOCATED AIR SUPPLY CONNECTION (REFER TO MECHANICAL PLAN).
- 08 EXISTING AIR SUPPLY CONNECTION TO REMAIN.
- 09 FINAL LOCATION FOR RELOCATED AIR RETURN CONNECTION (REFER TO MECHANICAL PLAN).
- 10 EXISTING AIR RETURN CONNECTION TO REMAIN.
- 11 FINAL LOCATION FOR RELOCATED LIGHT FIXTURE CONNECTION (REFER TO ELECTRICAL PLAN).
- 12 NEW POWER AND DATA FLOOR J-BOX TO BE PROVIDED FOR COMMAND CENTER OBSERVATION DESK. FINAL LOCATION IS COORDINATED WITH FURNITURE MANUFACTURE.
- 13 REPLACE EXISTING LIGHT FIXTURE TO DIMMABLE LED.
- 14 NEW ACOUSTICAL CEILING TILE TO BE PROVIDED ALONG WITH ACOUSTICAL CEILING TILE GRID MEMBERS AS REQUIRED. NEW ACOUSTICAL CEILING TILE TO MATCH EXISTING. PROVIDE SAMPLES FOR ARCHITECT REVIEW AND APPROVAL.
- 15 EXISTING ACOUSTICAL CEILING TILE AND GRID.
- 16 EXISTING EXIT SIGN.
- 17 NEW ACOUSTICAL CEILING TILE AND REPAIR WHERE CEILING MOUNTED PROJECTOR WAS PREVIOUSLY INSTALLED. NEW ACOUSTICAL CEILING TILE TO MATCH EXISTING.
- 18 NEW GYP BOARD SOFFIT ABOVE UPPER CABINET.
- 19 NEW CASEWORK, REFER TO CASEWORK ELEVATIONS.
- 20 OWNER TO PROVIDE NEW OFFICE DESK WITH INTEGRATED BACK STORAGE FURNITURE.
- 21 OWNER TO PROVIDE NEW FILE CABINET FURNITURE.
- 22 NEW HVAC CASSETTE UNIT (REFER TO MECHANICAL DRAWINGS FOR DETAILS).
- 23 NEW GYP BOARD SOFFIT WALL.
- 24 EXPOSED STRUCTURE TO BE PAINTED FLAT BLACK.

GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR ANY INCONSISTENCIES.
2. ALL DIMENSIONS FOR NEW WORK ARE TO FACE OF STUDS, FACE OF CMU OR CONC. AND CENTERLINES OF COLUMNS, UNLESS OTHERWISE INDICATED. ALL DIMENSIONS TO EXISTING ARE TO FACE OF FINISH UNLESS OTHERWISE INDICATED. DIMENSIONS TAKE PRECEDENCE OVER SCALING OF DRAWINGS.
3. INSTALL TYPICAL PARTITION TYPE P1 (REFER TO A-800) FOR ALL NEW PARTITIONS UNLESS OTHERWISE INDICATED.
4. ALL WOOD IN DIRECT CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESSURE TREATED.
5. PROVIDE ALL REQUIRED BLOCKING AS NEEDED FOR EQUIPMENT SUPPORTS. COORDINATE WITH ALL TRADES AS REQUIRED. PROVIDE G-185 COATING FOR PT WOOD ANCHORS. REFER TO ASTM A123 AND A15.
6. VERIFY SIZES OF ALL OWNER PROVIDED EQUIPMENT AND COORDINATE ALL OPENINGS, CLEARANCES, ELECTRICAL AND MECHANICAL REQUIREMENTS WITH THE OWNER PRIOR TO INSTALLATION.
7. UPON COMPLETION OF THE WORK, PROPERTY AND ADJACENT AREAS SHALL BE LEFT CLEAN AND SATISFACTORY TO THE OWNER AND THE ARCHITECT.
8. REFER TO A-800 SHEETS FOR ENLARGED INTERIOR DESIGN FLOOR PLAN DRAWINGS, FINISH LEGENDS, FINISH SCHEDULES, DETAILS AND LOCATIONS.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING, PATCHING AND FITTING OF ALL WORK IN A NEAT WORKMANLIKE MANNER. PROTECT ALL ADJACENT SURFACES FROM DAMAGE. PATCH AND REPAIR ALL WORK DAMAGED DURING CONSTRUCTION TO ITS ORIGINAL OR BETTER CONDITION. WHERE NEW WORK ADJOINS EXISTING IN THE SAME PLANE, MATCH ADJACENT FINISHES, MATERIALS, TEXTURES, SHEEN, ETC.
10. AT AREAS OF FLOOR SLAB REPLACEMENT (DUE TO DEMOLITION), PROVIDE VAPOR BARRIER SHEET, BACKFILL TRENCH, COMPACT AND REPLACE SLAB TO MATCH EXISTING ADJACENT IN ELEVATION, FINISH AND REINFORCEMENT.

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Seal:

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License #: AR98054

Consultants:

CITY OF LAKE WORTH BEACH
ELECTRICAL SYSTEM
OPERATION CENTER

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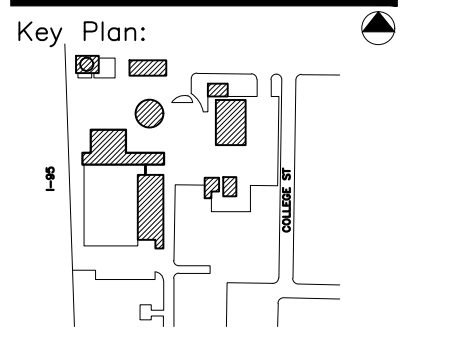
Key Plan:

Revisions:




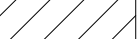
Date: 11/15/2021
S+A Project No: 19024
Owner Project No: ---
Drawn By: SV
Checked By: RC
Phase: 100% CONSTRUCTION DRAWINGS

Sheet Title: FLOOR PLAN

Sheet #: A-201



DEMOLITION LEGEND

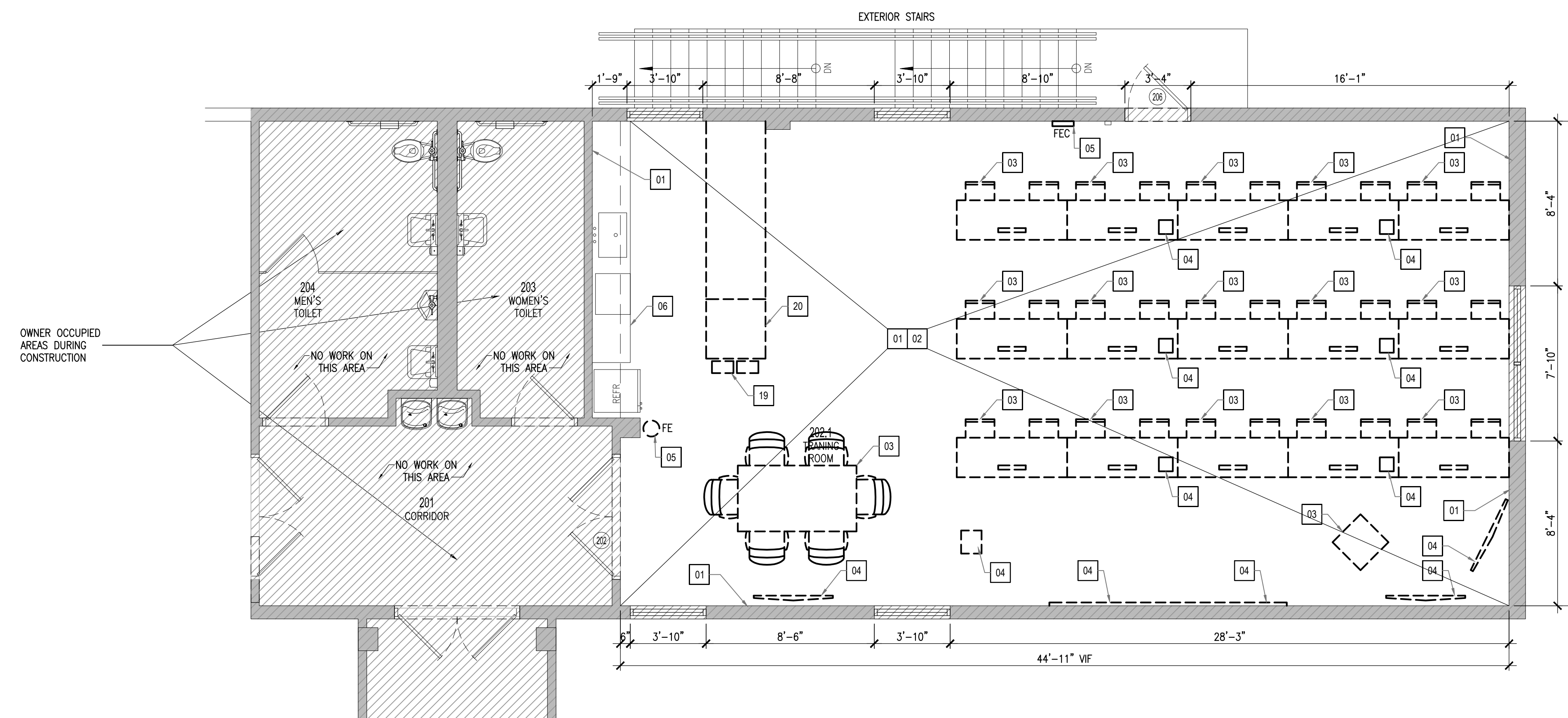
-  EXISTING TO REMAIN
-  EXISTING TO BE DEMOLISHED/REMOVED
-  LIMITATION OF NON-CONSTRUCTION AREA/NO NEW WORK SCOPE
-  EXISTING PERIMETER WALL
- FE = FIRE EXTINGUISHER
 FEC = RECESSED FIRE EXTINGUISHER CABINET

DEMOLITION CODED NOTES

- 01 EXISTING WALL BASE TO BE REMOVED IN ITS ENTIRETY
- 02 EXISTING FLOOR FINISH TO BE REMOVED DOWN TO CONCRETE SLAB.
- 03 EXISTING FURNITURE TO BE REMOVED AND STORED AT OWNERS DESIGNATED LOCATION.
- 04 EXISTING EQUIPMENT TO BE REMOVED AND RETURNED TO OWNER
- 05 EXISTING FIRE EXTINGUISHER TO BE RELOCATED, REFER TO NEW FLOOR PLAN FOR NEW LOCATION.
- 06 EXISTING CABINETS TO REMAIN.
- 07 EXISTING AIR SUPPLY CONNECTION TO BE RELOCATED AS INDICATED ON PROPOSED RCP, (REFER TO MECHANICAL PLAN)
- 08 EXISTING AIR SUPPLY CONNECTION TO REMAIN.
- 09 EXISTING AIR RETURN CONNECTION TO BE RELOCATED AS INDICATED ON PROPOSED RCP, (REFER TO MECHANICAL PLAN)
- 10 EXISTING AIR RETURN CONNECTION TO REMAIN.
- 11 EXISTING LIGHT FIXTURE CONNECTION TO BE RELOCATED AS INDICATED ON PROPOSED RCP (REFER TO ELECTRICAL PLAN)
- 12 EXISTING LIGHT FIXTURE TO BE REMOVED & STORED FOR REUSE.
- 13 EXISTING LIGHT FIXTURE TO BE REMOVED
- 14 EXISTING ACOUSTICAL CEILING TILE TO BE PARTIALLY DEMOLISHED ALONG WITH ACOUSTICAL CEILING TILE GRID MEMBERS AS DEPICTED IN PLANS.
- 15 EXISTING ACOUSTICAL CEILING TILE AND GRID MEMBERS TO REMAIN.
- 16 EXISTING EXIT SIGN TO REMAIN IN PLACE.
- 17 EXISTING CEILING MOUNTED PROJECTOR TO BE REMOVED AND RETURNED TO OWNER.
- 18 EXISTING CEILING MOUNTED SPEAKER TO BE REMOVED.
- 19 EXISTING RECYCLING AND TRASH CAN TO BE STORED ELSEWHERE BY OWNER FOR LATER USE
- 20 EXISTING CABINETS TO BE REMOVED

DEMOLITION GENERAL NOTES

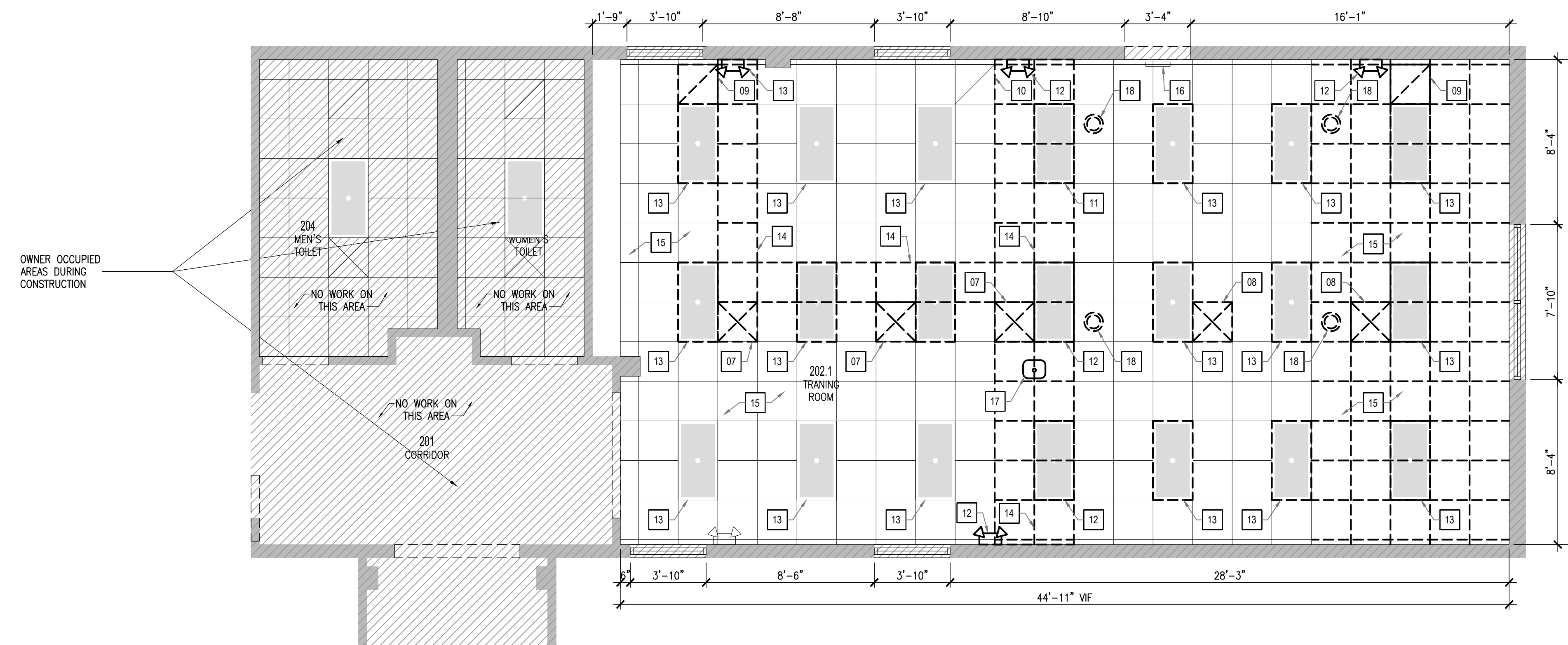
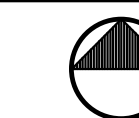
1. GENERAL AND ALL SUB-CONTRACTORS, SHALL VISIT THE SITE AND PRECISELY EXAMINE THE EXISTING STRUCTURE, SURFACES, CONDITIONS AND EXTENT OF WORK INVOLVED. AFTER EXAMINATION A DEMOLITION SCHEDULE SHALL BE PREPARED AND SUBMITTED IN WRITING TO THE OWNER AND THE ARCHITECT FOR THEIR APPROVAL PRIOR TO THE COMMENCEMENT OF ANY WORK.
2. CONTRACTOR(S) ARE RESPONSIBLE FOR VERIFYING THE EXTENT OF DEMOLITION WORK PRIOR TO BIDDING, AND FOR THE COORDINATING THE EXTENT OF DEMOLITION WITH THE INSTALLATION OF NEW SYSTEMS AND FINISHES INDICATED IN THE CONTRACT DOCUMENTS. REFER TO THE NEW CONSTRUCTION DRAWINGS FOR DEMOLITION REQUIRED, BUT SHOWN ON DEMOLITION PLANS.
3. ALL CONTRACTOR(S) SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND MUNICIPAL ORDINANCES.
4. EXECUTE ALL DEMOLITION WORK IN AN ORDERLY AND CAREFUL MANNER WITH DUE CONSIDERATION FOR ANY EXISTING STRUCTURE. EXTREME CAUTION SHALL BE EXERCISED TO ENSURE THAT NO DAMAGE OCCURS TO ANY OF THE EXISTING EQUIPMENT, FURNITURE, OR EXISTING STRUCTURE TO REMAIN. WORK SHALL BE CONFINED EXCLUSIVELY WITHIN THE BUILDING BOUNDARY IDENTIFIED. DEMOLITION CONTRACTOR SHALL REPLACE OR REPAIR ANY DAMAGE TO ADJOINING SURFACES, FINISHES OR STRUCTURE CAUSED BY CONSTRUCTION OPERATIONS.(ACTIVITY)
5. ANY EXISTING ACTIVE UTILITY SERVICE LINES, INDICATED OR NOT, SHALL BE PROTECTED FROM DEMOLITION OR DAMAGE. DISCONNECT ANY ELECTRIC, TELEPHONE, GAS, WATER, OR OTHER UTILITY LINES SERVICING THE STRUCTURE ACCORDING TO THE EXISTING RULES & REGULATIONS OF THE AUTHORITIES HAVING JURISDICTION. PRIOR TO DISCONNECTING ANY UTILITY SERVICE LINE, NOTIFY OWNER AND COORDINATE THE TIME WITH THE OWNER'S SCHEDULE.
6. "FLOORING" DENOTES FLOOR COVERING MATERIALS, INCLUDING ADHESIVES, DOWN TO, BUT EXCLUSIVE OF FLOOR SLABS, STRUCTURAL SLABS, AND STRUCTURAL SYSTEMS, UNLESS NOTED OTHERWISE.
7. WALLS TO BE REMOVED SHALL BE REMOVED TO A POINT 2" MINIMUM BELOW THE EXISTING FLOOR SLAB UNLESS SITING ON THE SLAB OR AS SPECIFICALLY NOTED. PATCH WITH NEW CONCRETE TO BE FLUSH WITH THE EXISTING FLOOR SLAB.
8. ALL MATERIAL REMOVED UNDER THIS CONTRACT, WHICH IS NOT TO BE SALVAGED OR REUSED, SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE PROMPTLY REMOVED FROM THE SITE. TO CONVEY MATERIALS, USE MOVABLE, COVERED, DEBRIS BOXES. DO NOT STORE/PERMIT DEBRIS TO ACCUMULATE ON SITE.
9. WHERE PORTIONS OF THE EXISTING STRUCTURE ARE TO BE REMOVED, PROVIDE BRACING AS REQUIRED TO PROPERLY SUPPORT THE REMAINING STRUCTURE UNTIL THE NEW CONSTRUCTION HAS BEEN INSTALLED AND ADEQUATELY BRACED.
10. ANY MATERIALS SPECIFIED TO BE REUSED BY THE OWNER SHALL BE CAREFULLY REMOVED, PROTECTED & STORED AT THE OWNER'S DIRECTION.
11. AFTER THE DEMOLITION OF MATERIALS, THE RESULTING EXPOSED SURFACES SHALL BE SMOOTH AND FLUSH WITH THE EXISTING CONDITIONS. PATCH, REPAIR, AND REPLACE SURFACES AS REQUIRED.
12. UPON COMPLETION OF DEMOLITION WORK, ADJACENT AREAS AND THE PROPERTY SHALL BE LEFT CLEAN AND SATISFACTORY TO THE LOCAL AUTHORITIES, THE OWNER, AND THE ARCHITECT. IN ADDITION TO DAILY CLEANING OF THE SITE.
13. GENERAL CONTRACTOR SHALL VERIFY THE EXISTING UNDER SLAB ELECTRICAL SERVICE IN AREAS OF SLAB DEMOLITION. VERIFICATION METHODS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR WHO SHALL COORDINATE WITH THE OWNER IF ANY ELECTRICAL SERVICE FOUND TO BE IN CONFLICT. GENERAL CONTRACTOR SHALL COORDINATE ELECTRICAL SERVICE SHUT DOWN WITH THE OWNER PRIOR TO DEMOLITION.
14. AREA DESIGNATED AS OWNER-OCCUPIED DURING CONSTRUCTION PERIOD SHALL HAVE ALL BUILDING SERVICES MAINTAINED WITHOUT INTERRUPTION EXCEPT AS REQUIRED FOR CONSTRUCTION AND WITH PRIOR APPROVAL BY THE OWNER. SCHEDULE SUCH DOWN TIME WITH OWNER 72 HOURS IN ADVANCE.
15. BUILDING EXIT ACCESS, AND ALL LIFE SAFETY DEVICES SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE AREA DESIGNATED AS OWNER-OCCUPIED DURING THE CONSTRUCTION PERIOD.
16. "COMPLETELY" DENOTES TOTAL REMOVAL OF ALL ITEMS INDICATED FOR DEMOLITION, INCLUDING BUT NOT LIMITED TO DOORS, FRAMES, WINDOWS, MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS.
17. REFER TO MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION NOTES.



DEMOLITION FLOOR PLAN

01

1/4" = 1'-0"



DEMOLITION REFLECTED CEILING PLAN

02

1/4" = 1'-0"



DOOR SCHEDULE												
DOOR	DOOR INFO			FRAMES INFO			DETAILS A-202			FIRE RATING	HW GROUP	REMARKS
	SIZE	MAT	TYPE	SIZE	MAT	TYPE	HEAD	JAMB	TRHOLD.			
202.1	3080	WD	NG	5 3/4"	HM	F1	1	2 AND 3	4	N/A	01	A, C
202.2	3080	WD	NG	5 3/4"	HM	F1	1	2 AND 3	4	N/A	01	A, C
202.3	3080	WD	FG	5 3/4"	HM	F1	5	6	8	N/A	01	A, C
206	ETR	ETR	ETR	ETR	ETR	ETR	ETR	ETR	ETR	ETR	ETR	B

REMARKS:
A. DOOR TO BE PROVIDED WITH ELECTRIC STRIKE AND CARD READER LOCKING SYSTEM.
B. EXISTING EXIT DEVICE TO REMAIN, DOOR TO BE EQUIPPED WITH NEW ELECTRIC STRIKE AND CARD READER LOCKING SYSTEM THAT IS COMPATIBLE WITH EXIT DEVICE.
C. SOLID CORE WOOD DOOR PANELS WITH PLASTIC LAMINATE FINISH PL-2, PAINT FRAME WITH ADJACENT WALL ROOM PAINT SPECIFIED.

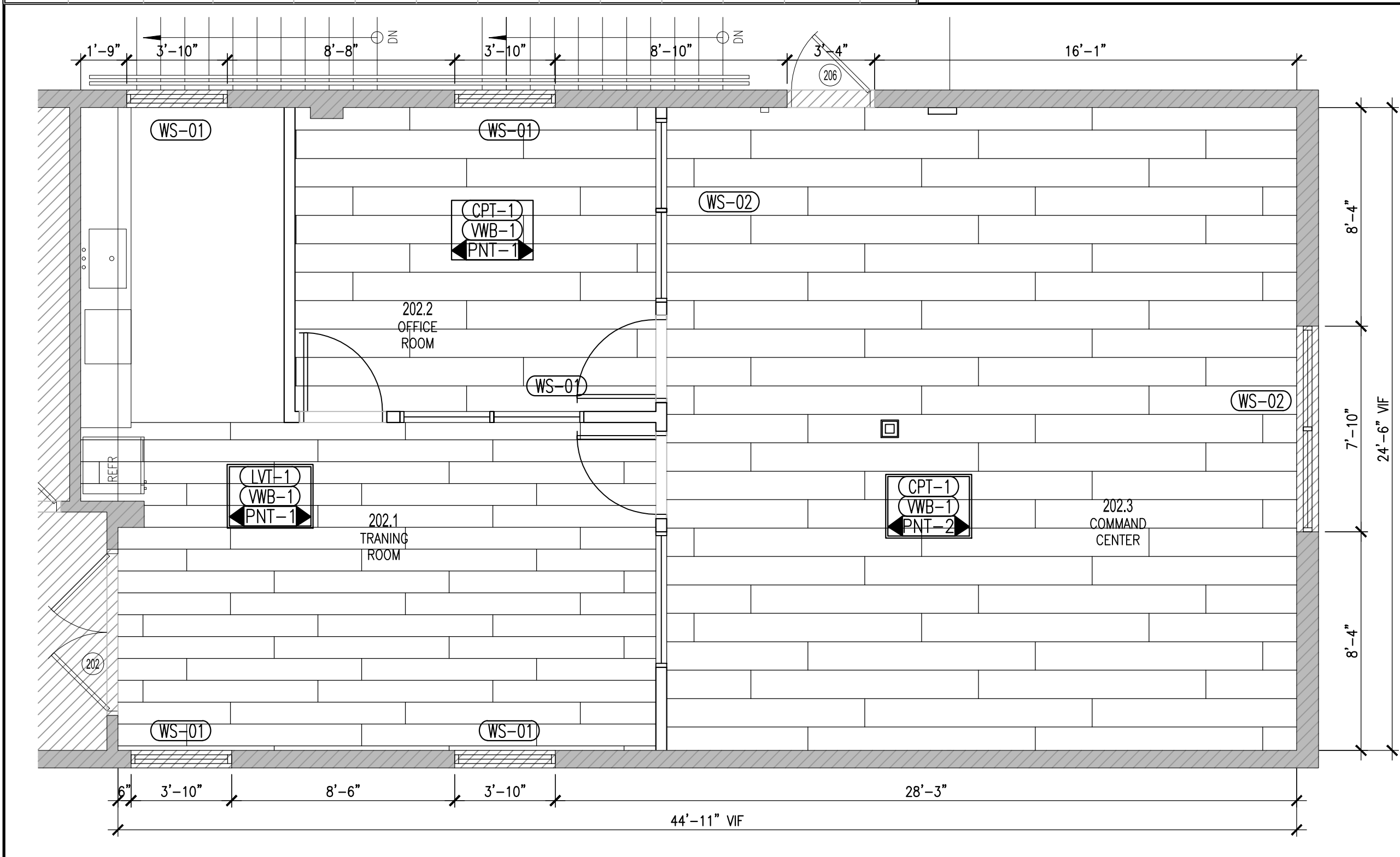
Set: 01

Doors: 202.1, 202.2, 202.3

Description: Classroom Function + Closer

QUANTITY	DESCRIPTION	MODEL NUMBER	FINISH	MFR.
4	Hinge	TA2714 NRP 4-1/2" x 4-1/2"	US26D	MK
1	Classroom Lock	21 10G37 LL GMK	US26D	SA
1	Surface Closer	7500 SN-134	689	NO
1	Wall Stop	406	US32D	RO
3	Silencer	608-RKW		RO

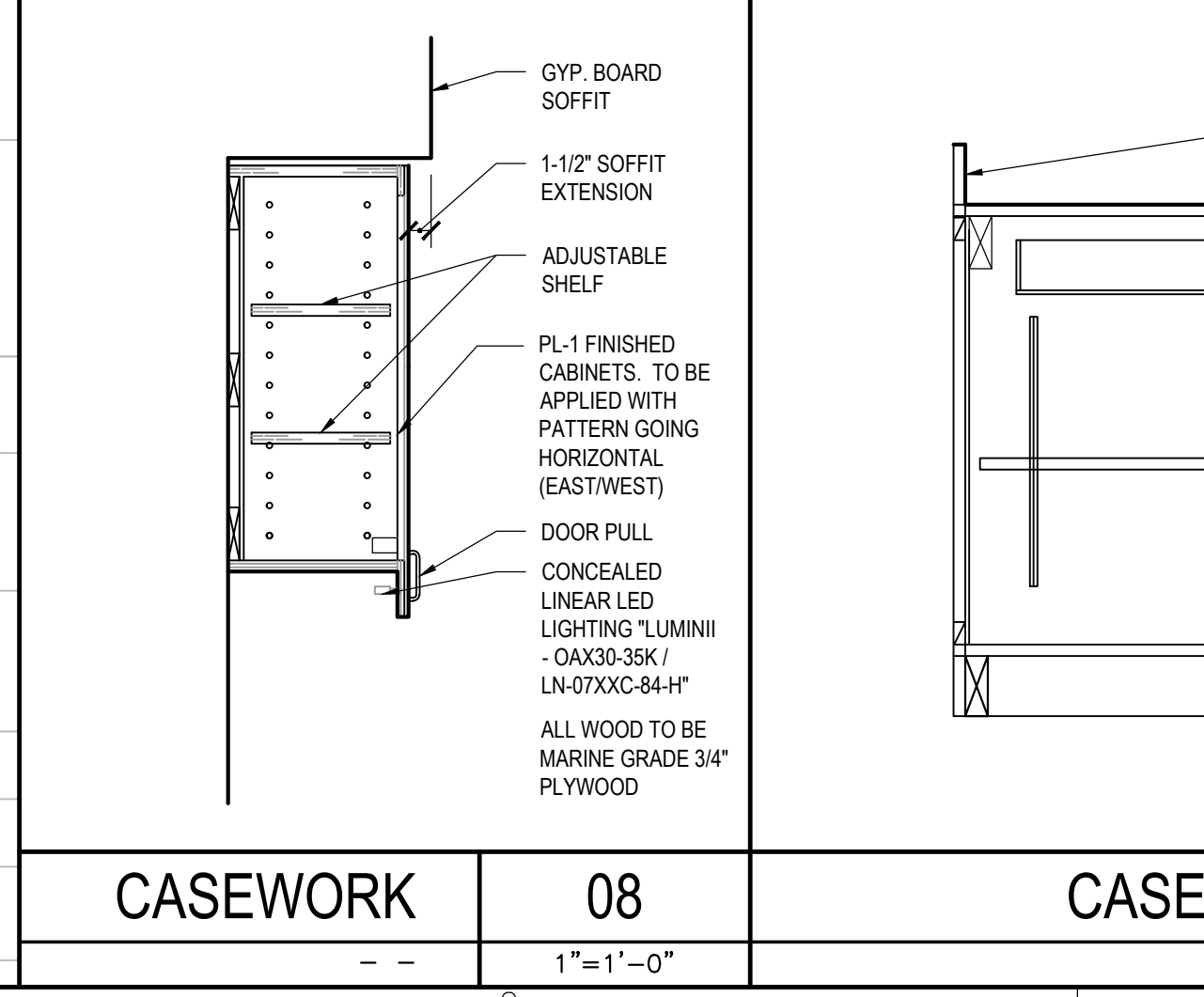
#	FLOOR	WALL BASE	BASE HEIGHT	WALLS								CEILING	CEILING HEIGHT
				NORTH		EAST		SOUTH		WEST			
				FIN.	MAT.	FIN.	MAT.	FIN.	MAT.	FIN.	MAT.		
202.1	LVT-1	VWB-1	4"	GWB	PNT-1	GWB	PNT-1	GWB	PNT-1	GWB	PNT-1	ACT-1	8'-6"
202.2	CPT-1	VWB-1	4"	GWB	PNT-1	GWB	PNT-1	GWB	PNT-1	GWB	PNT-1	ACT-1	8'-6"
202.3	CPT-1	VWB-1	4"	GWB	PNT-2	GWB	PNT-2	GWB	PNT-2	GWB	PNT-2	ACT-1	8'-6"



PROPOSED FINISH FLOOR PLAN 01
-- 1/4"=1'-0"

SPECIFICATIONS			
-	MATERIAL	TAG	SPECIFICATION
PNT	PAINT	PNT-1	PPG PAINT (BASIS OF DESIGN) COLOR: 1007-1 WILLOW SPRINGS PRODUCT: LOW VOC INTERIOR LATEX FLAT FINISH
		PNT-1.1	PPG PAINT (BASIS OF DESIGN) COLOR: 1007-1 WILLOW SPRINGS PRODUCT: LOW VOC INTERIOR LATEX SEMI-GLOSS/GLOSS FINISH
		PNT-2	PPG PAINT (BASIS OF DESIGN) COLOR: 1001-6 KNIGHT'S ARMOR PRODUCT: LOW VOC INTERIOR LATEX FLAT FINISH
		PNT-2.1	PPG PAINT (BASIS OF DESIGN) COLOR: 1001-6 KNIGHT'S ARMOR PRODUCT: LOW VOC INTERIOR LATEX SEMI-GLOSS/GLOSS FINISH PPG REP: DANIEL DEMAO 561.846.1537 DEMAO@PPG.COM
LVT	LUXURY VINYL TILE	LVT-1	J+J FLOORING CONTRACT (BASIS OF DESIGN) FRAMWORK V5001 COLOR: BEAM #1015 INSTALLATION: ASHLAR RANDOM 1/3 OVERLAP SIZE: 9" X 48" (20 MIL CM)
CPT	CARPET TILE	CPT-1	J+J FLOORING CONTRACT (BASIS OF DESIGN) CONVERGENT 7925 COLOR: 3064 CONSOLIDATE INSTALLATION: ASHLAR SIZE: 12" X 48" J+J REP: ELIZABETH BARNEY 786.774.1609 ELIZABETH.BARNEY@JFLOORING.COM J+J REP: MARK BARNEY 954.644.3447 MARK.BARNEY@JFLOORING.COM
VWB	VINYL WALL BASE	VWB-1	JOHNSONITE/TARKETT RUBBER COVE BASE SIZE: 4" HIGH COLOR: #63 BURNT UMBER B
WS	WINDOW SHADES	WS-1	BASIS OF DESIGN OR COMPARABLE APPROVED EQUAL - METCHO SHADES TYPE: SHEERWEAVE 5% OPENNESS FOR GENERAL PURPOSES SS BALL BEARING CONTINUOUS CHAIN WITH HEAVY DUTY CLUTCH COLOR: CROSSHATCH R500 WHITE/EGGSHELL - SWF CONTRACT
		WS-2	BASIS OF DESIGN OR COMPARABLE APPROVED EQUAL - METCHO SHADES TYPE: SHEERWEAVE 1% OPENNESS FOR ROOM 202.3 (EAST WINDOW) SS BALL BEARING CONTINUOUS CHAIN WITH HEAVY DUTY CLUTCH COLOR: CROSSHATCH R100 CHARCOAL/GRAY - SWF CONTRACT
PL	PLASTIC LAMINATE	PL-1	FORMICA FOX TEAKWOOD #8907-NG NATURAL GRAIN FINISH
		PL-2	FORMICA CLASSICS PLANKED COFFEE OAK #7413-PG PURE GRAIN FINISH
SS	SOLID SURFACE	SS-1	FORMICA CLASSICS LUNA CONCRETE #781 SIZE: 30" X 144" X 1/2" THICKNESS FORMICA REP: MANNY ESTRADA (954.701.4518) FORMICA.MANNY@ICLOUD.COM

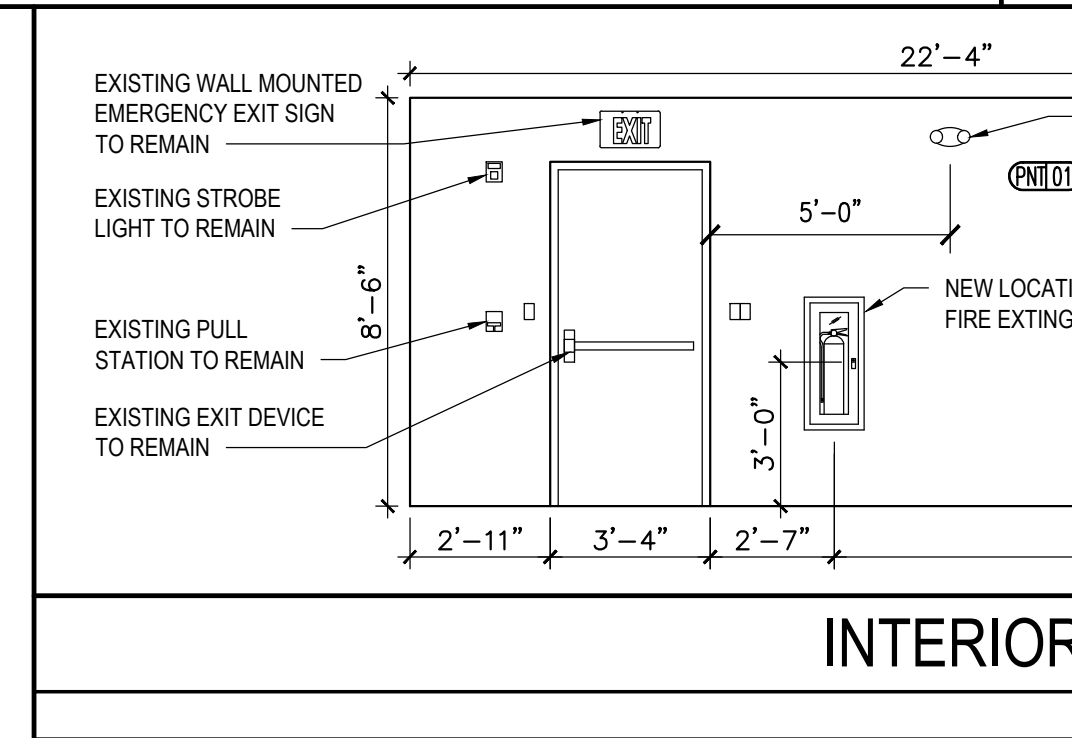
FINISH LEGEND	
LVT-1 LUXURY VINYL TILE (PLANK) SIZE: 9"X48"	CPT-1 CARPET TILE (PLANK) SIZE: 12"X48"



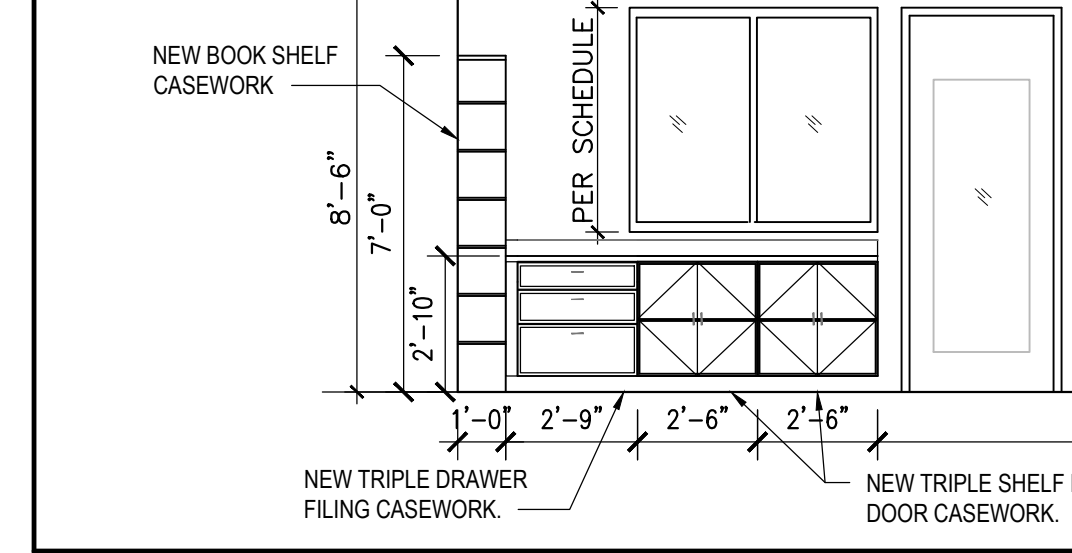
CASEWORK 08
-- 1"=1'-0"

CASEWORK 09
-- 1"=1'-0"

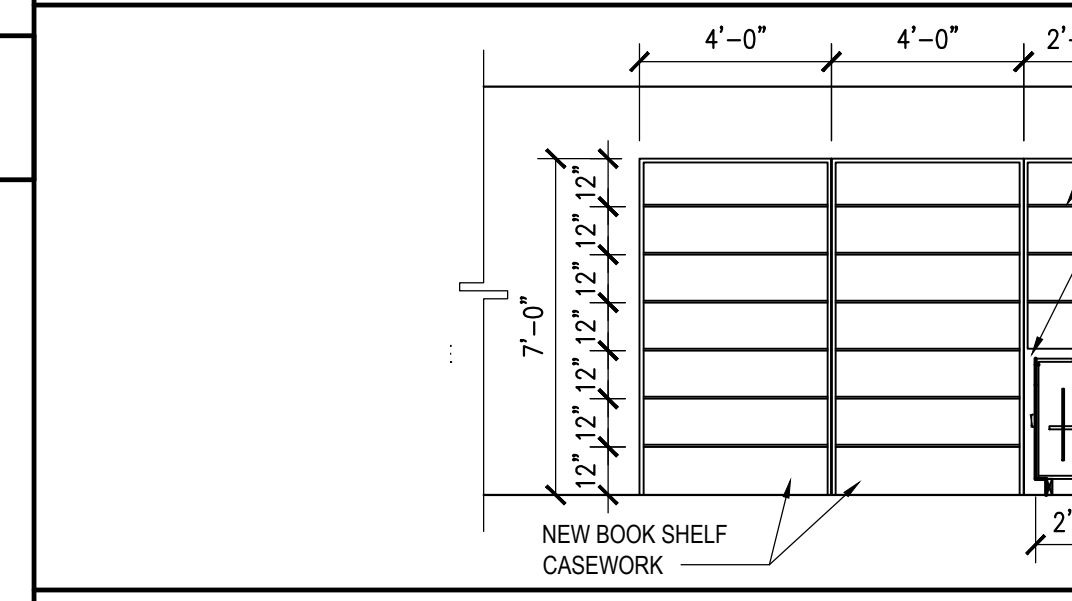
WINDOW AND FRAME TYPES
-- 1/4"=1'-0"



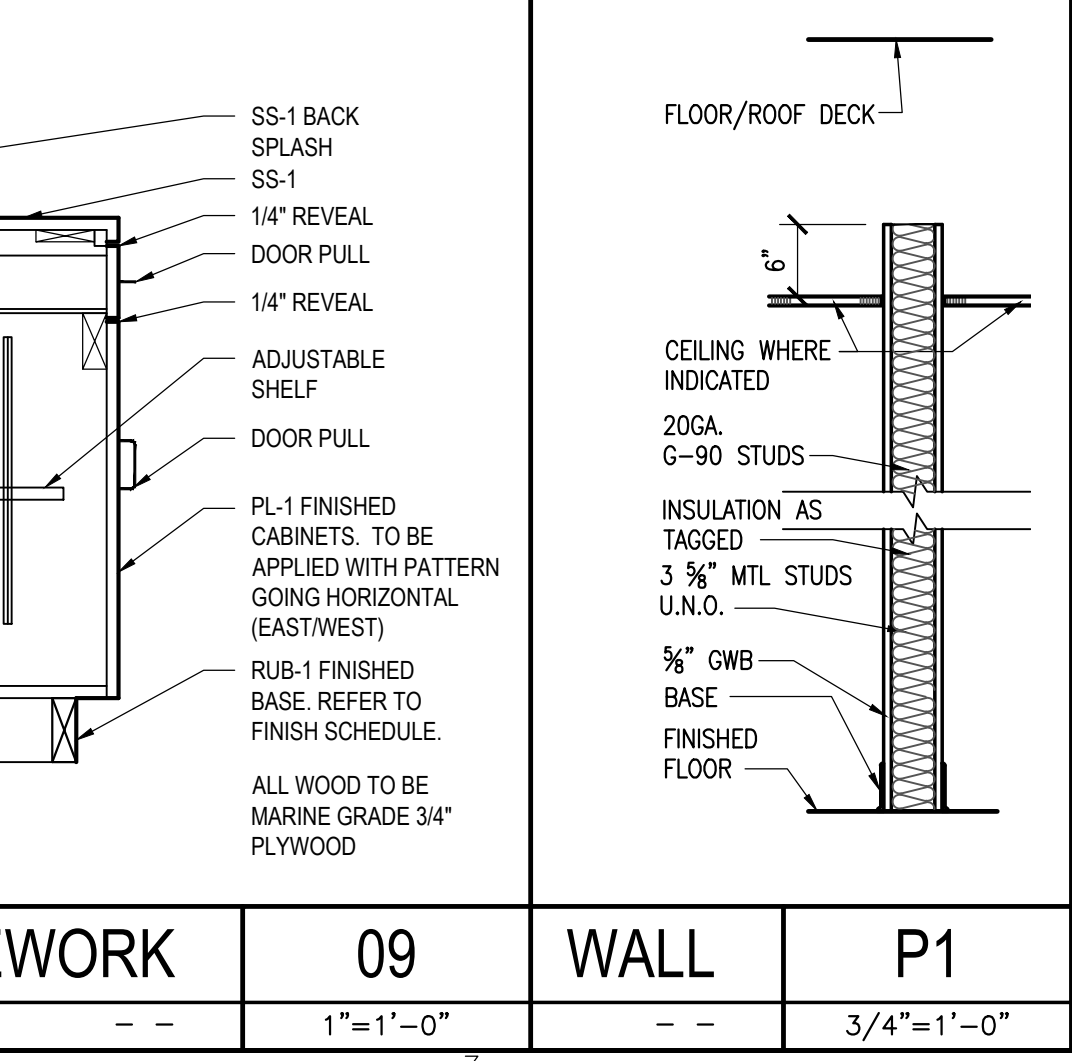
DOOR TYPES
-- 1/4"=1'-0"



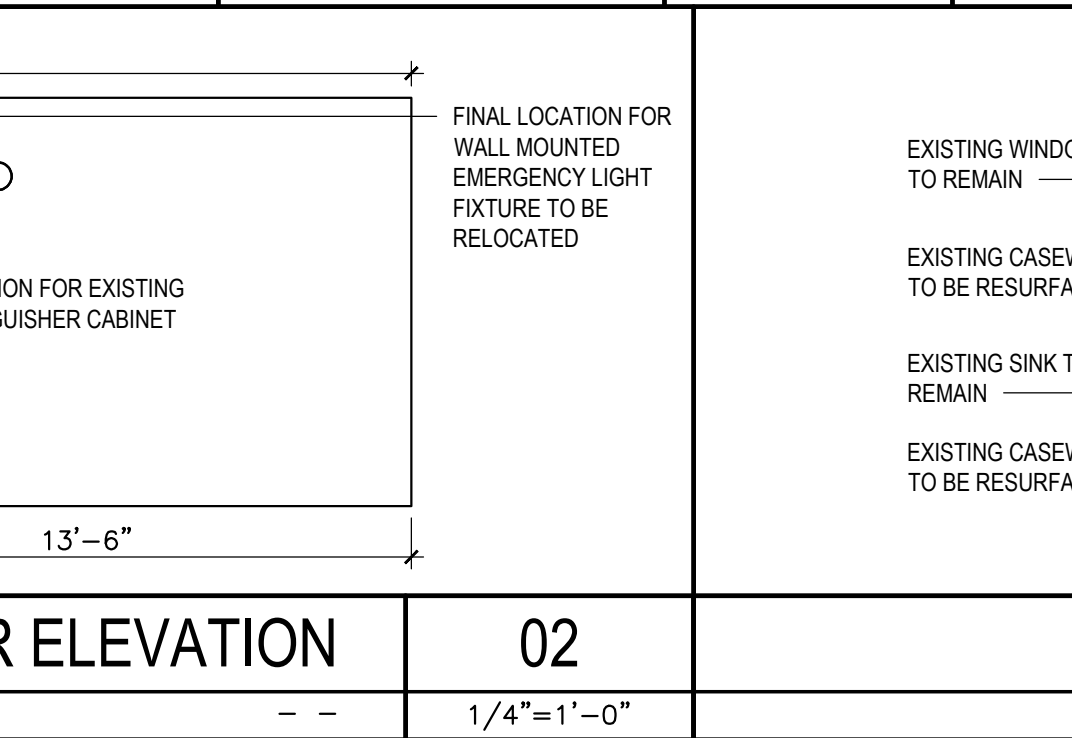
INTERIOR ELEVATION 02
-- 1/4"=1'-0"



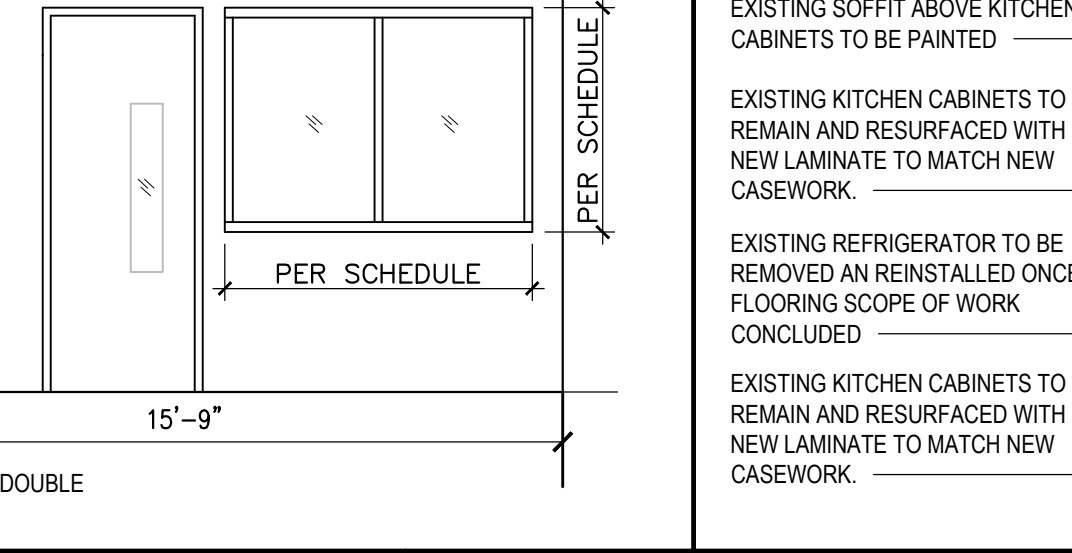
INTERIOR ELEVATION 03
-- 1/4"=1'-0"



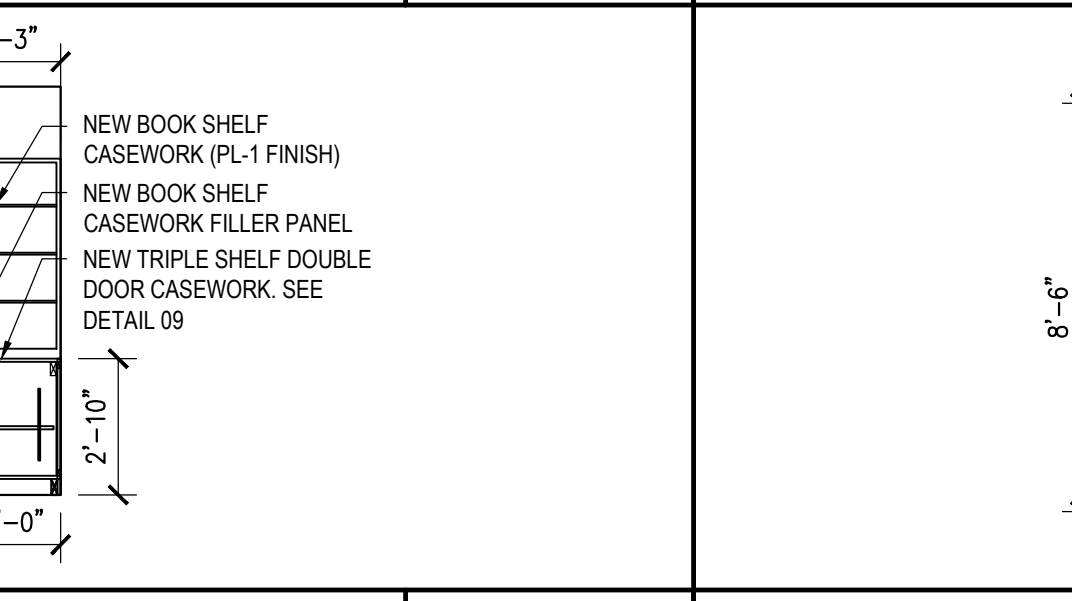
INTERIOR ELEVATION 04
-- 1/4"=1'-0"



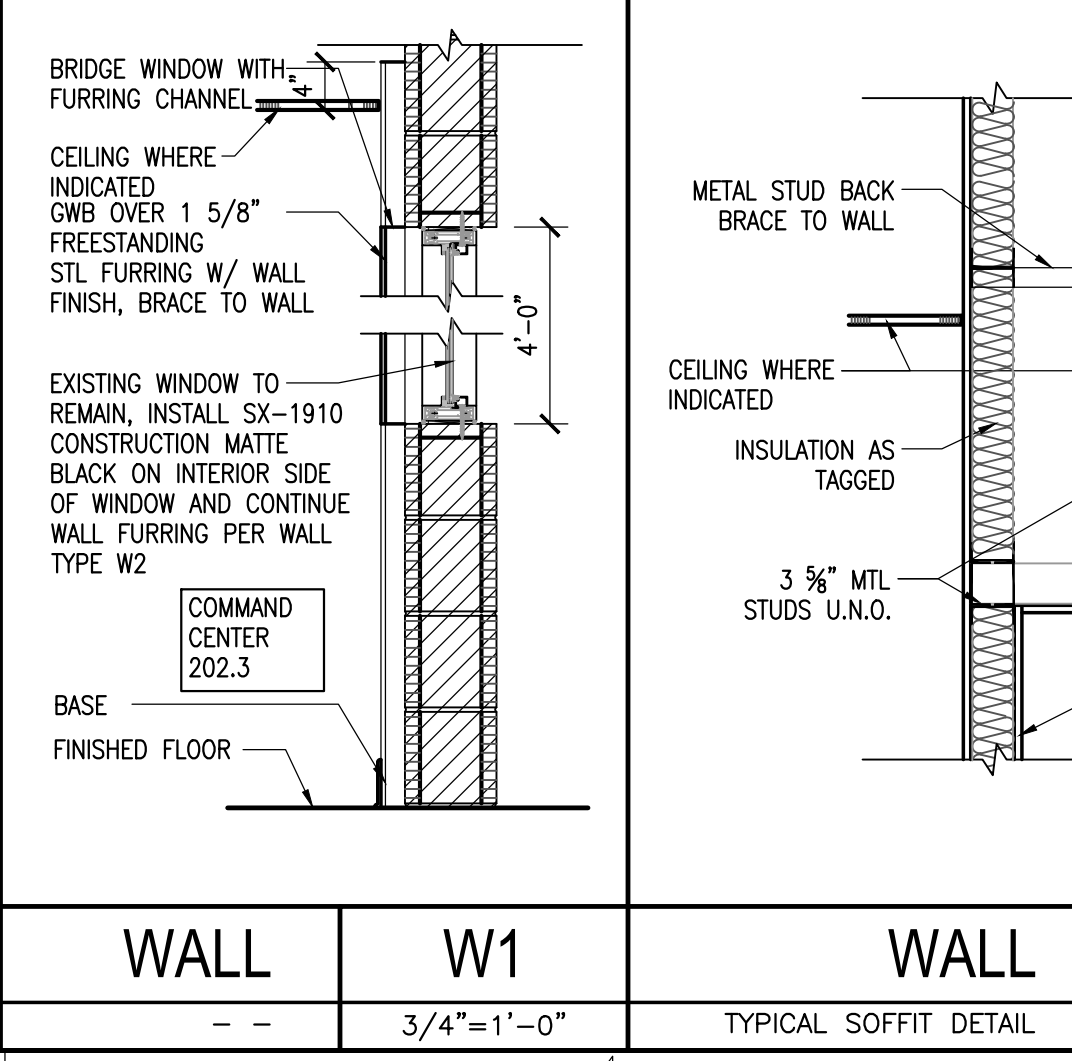
INTERIOR ELEVATION 05
-- 1/4"=1'-0"



INTERIOR ELEVATION 06
-- 1/4"=1'-0"



INTERIOR ELEVATION 07
-- 1/4"=1'-0"



ABBREVIATION LEGEND

WD: WOOD	EXT: EXTERIOR
NG: NARROW GLASS	HM: HOLLOW METAL
FG: FULL GLASS	GWB: GYPSUM WALLBOARD

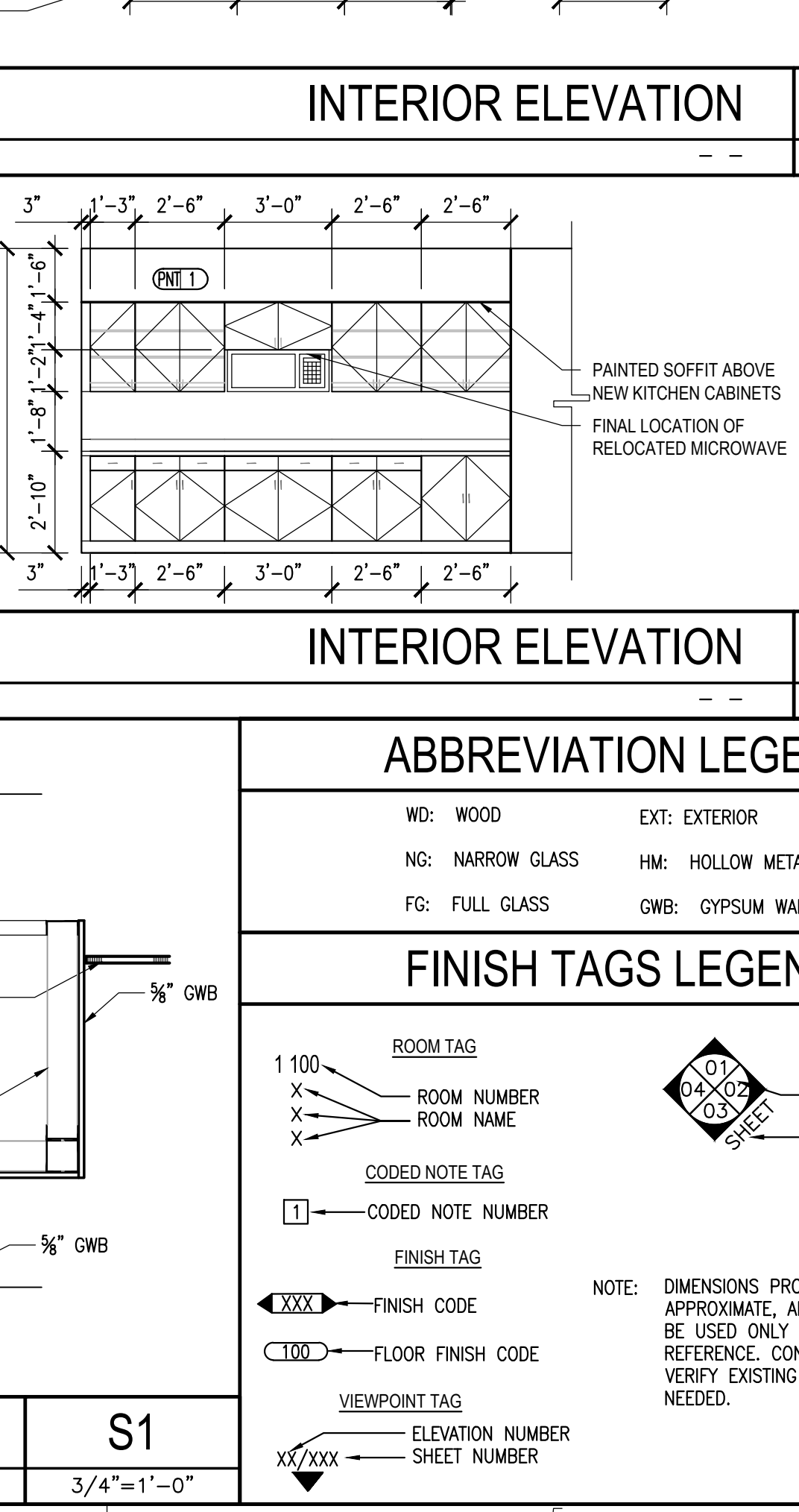
FINISH TAGS LEGEND

1100	ROOM TAG	01	ELEVATION NUMBER
X	ROOM NUMBER	02	SHEET NUMBER
X	ROOM NAME	03	
X			

VIEWPOINT TAG

XXX	FINISH CODE
100	FLOOR FINISH CODE
X/XXX	ELEVATION NUMBER SHEET NUMBER

TYPICAL SOFFIT DETAIL
3/4"=1'-0"



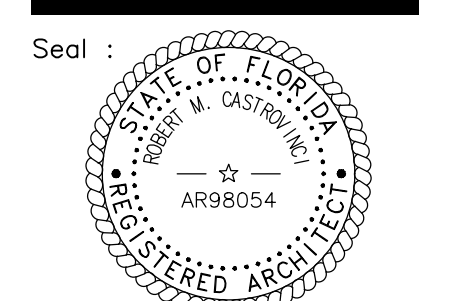
GENERAL NOTES

- THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES OR ANY INCONSISTENCIES.
- ALL DIMENSIONS FOR NEW WORK ARE TO FACE OF STUDS, FACE OF CMU OR CONC. AND CENTERLINES OF COLUMNS, UNLESS OTHERWISE INDICATED. ALL DIMENSIONS TO EXISTING ARE TO FACE OF FINISH UNLESS OTHERWISE INDICATED. DIMENSIONS TAKE PRECEDENCE OVER SCALING OF DRAWINGS.
- INSTALL TYPICAL PARTITION TYPE P1 (REFER TO A-801) FOR ALL NEW PARTITIONS UNLESS OTHERWISE INDICATED.
- ALL WOOD IN DIRECT CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESSURE TREATED.
- PROVIDE ALL REQUIRED BLOCKING AS NEEDED FOR BUILT IN CASEWORK, EQUIPMENT SUPPORTS, TOILET ACCESSORIES, ETC. COORDINATE WITH ALL TRADES AS REQUIRED. PROVIDE G-185 COATING FOR PT WOOD ANCHORS.
- VERIFY SIZES OF ALL OWNER PROVIDED EQUIPMENT AND COORDINATE ALL OPENINGS, CLEARANCES, ELECTRICAL AND MECHANICAL REQUIREMENTS WITH THE OWNER PRIOR TO INSTALLATION.
- UPON COMPLETION OF THE WORK, PROPERTY AND ADJACENT AREAS SHALL BE LEFT CLEAN AND SATISFACTORY TO THE OWNER AND THE ARCHITECT.
- REFER TO TYPICAL MOUNTING HEIGHTS SHEETS, ENLARGED EQUIPMENT FLOOR PLAN DRAWINGS, FURNITURE AND EQUIPMENT SCHEDULES, LEGENDS, ADDITIONAL DIMENSIONS AND NOTES.
- REFER TO ID-SERIES SHEETS FOR ENLARGED INTERIOR DESIGN FLOOR PLAN DRAWINGS, FINISH LEGENDS, FINISH SCHEDULES, DETAILS AND LOCATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING, PATCHING, PAINTING AND FITTING OF ALL WORK IN A NEAT WORKMANLIKE MANNER. PROTECT ALL ADJACENT SURFACES FROM DAMAGE. PATCH AND REPAIR ALL WORK DAMAGED DURING CONSTRUCTION TO IT'S ORIGINAL OR BETTER CONDITION. WHERE NEW WORK ADJOINS EXISTING IN THE SAME PLANE, MATCH ADJACENT FINISHES, MATERIALS, TEXTURES, SHEEN, ETC.
- IN AREAS OF FLOOR SLAB REPLACEMENT (DUE TO DEMOLITION), PROVIDE VAPOR BARRIER SHEET, BACKFILL TRENCH, COMPACT AND REPLACE SLAB TO MATCH EXISTING ADJACENT IN ELEVATION, FINISH AND REINFORCEMENT.



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License #: AR98054

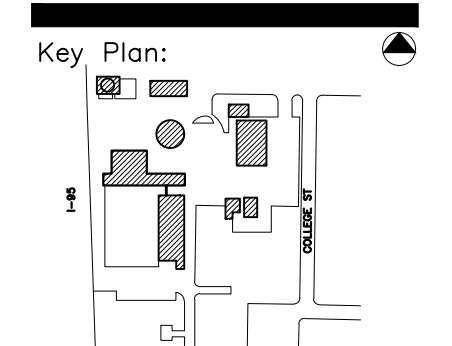
Consultants:

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CITY OF LAKE WORTH BEACH ELECTRICAL SYSTEM OPERATION CENTER



1749 3RD AVE S
LAKE WORTH, FL 33460



Revisions:

Date: 11/15/2021

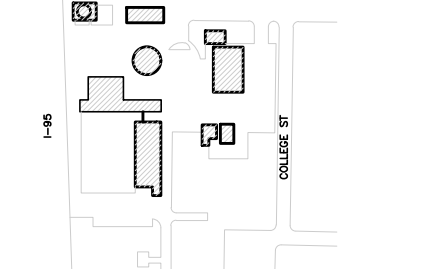
S+A Project No.: 19024
Owner Project No.: --
Drawn By: SV
Checked By: RC
Phase: 100% CONSTRUCTION DRAWINGS

Sheet Title:

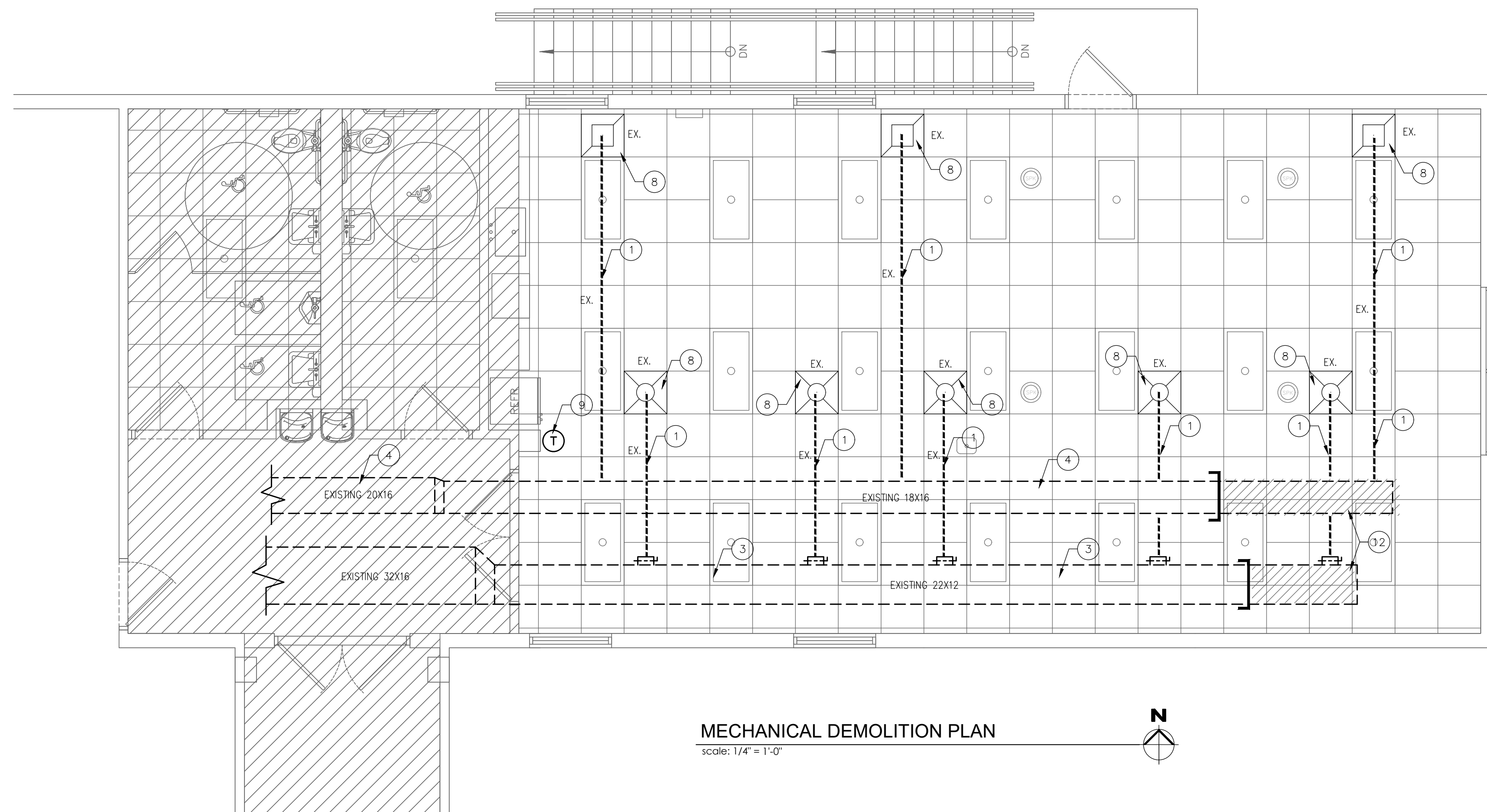
DOORS & WINDOW

Sheet #:

A-800

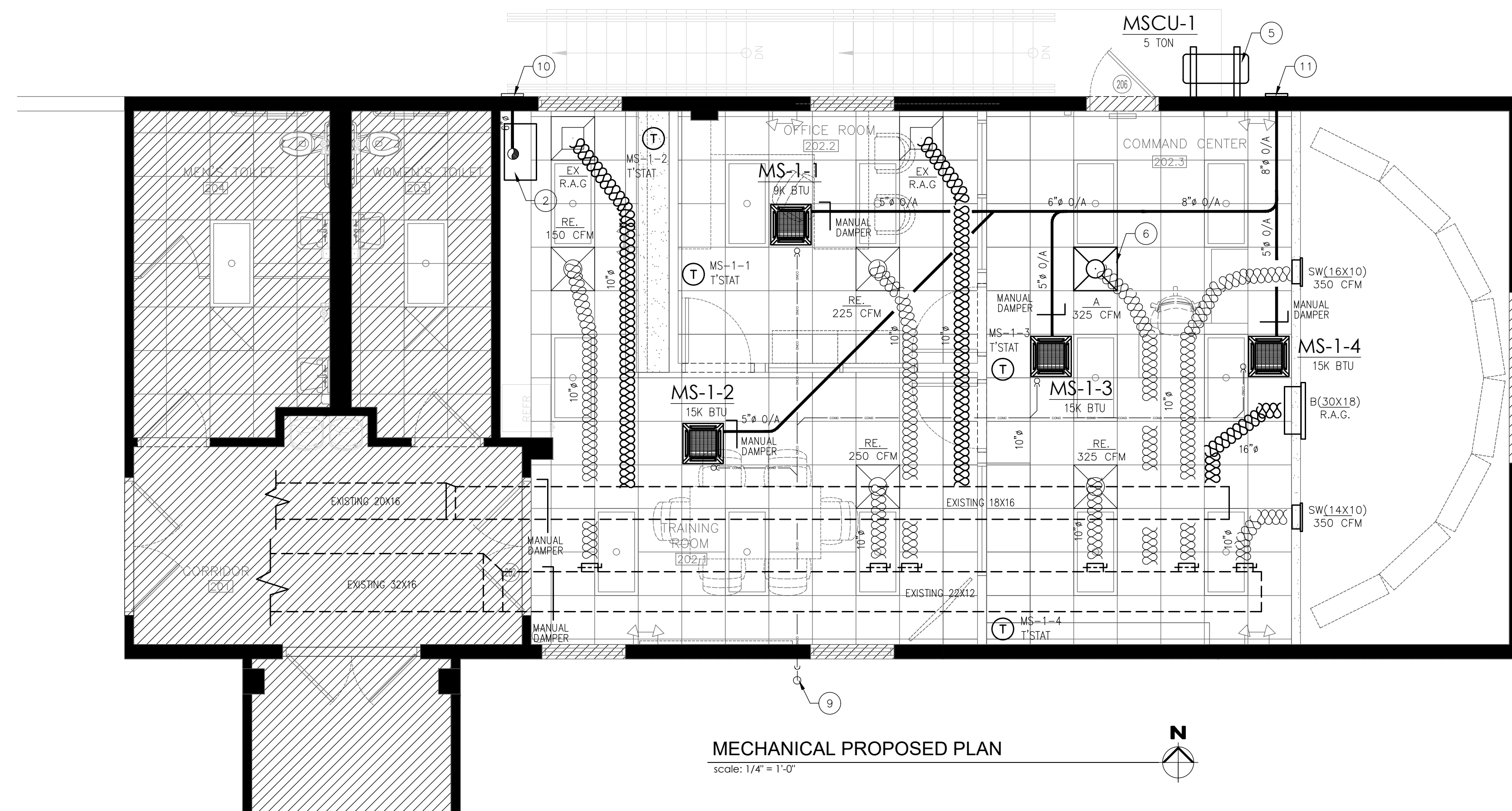


No.	Description



MECHANICAL DEMOLITION PLAN

Scale: 1/4" = 1'-0"



MECHANICAL PROPOSED PLAN

Scale: 1/4" = 1'-0"

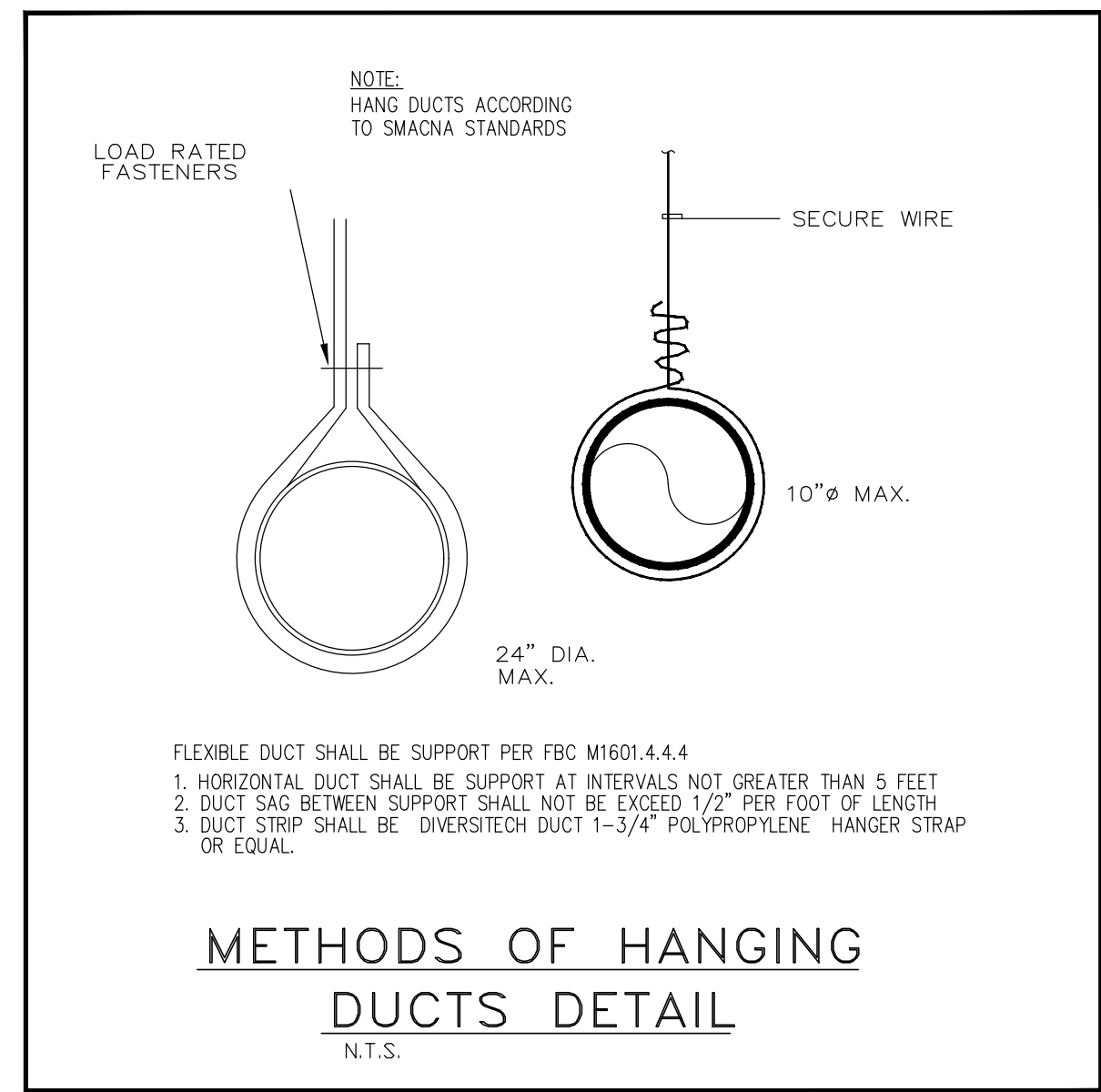
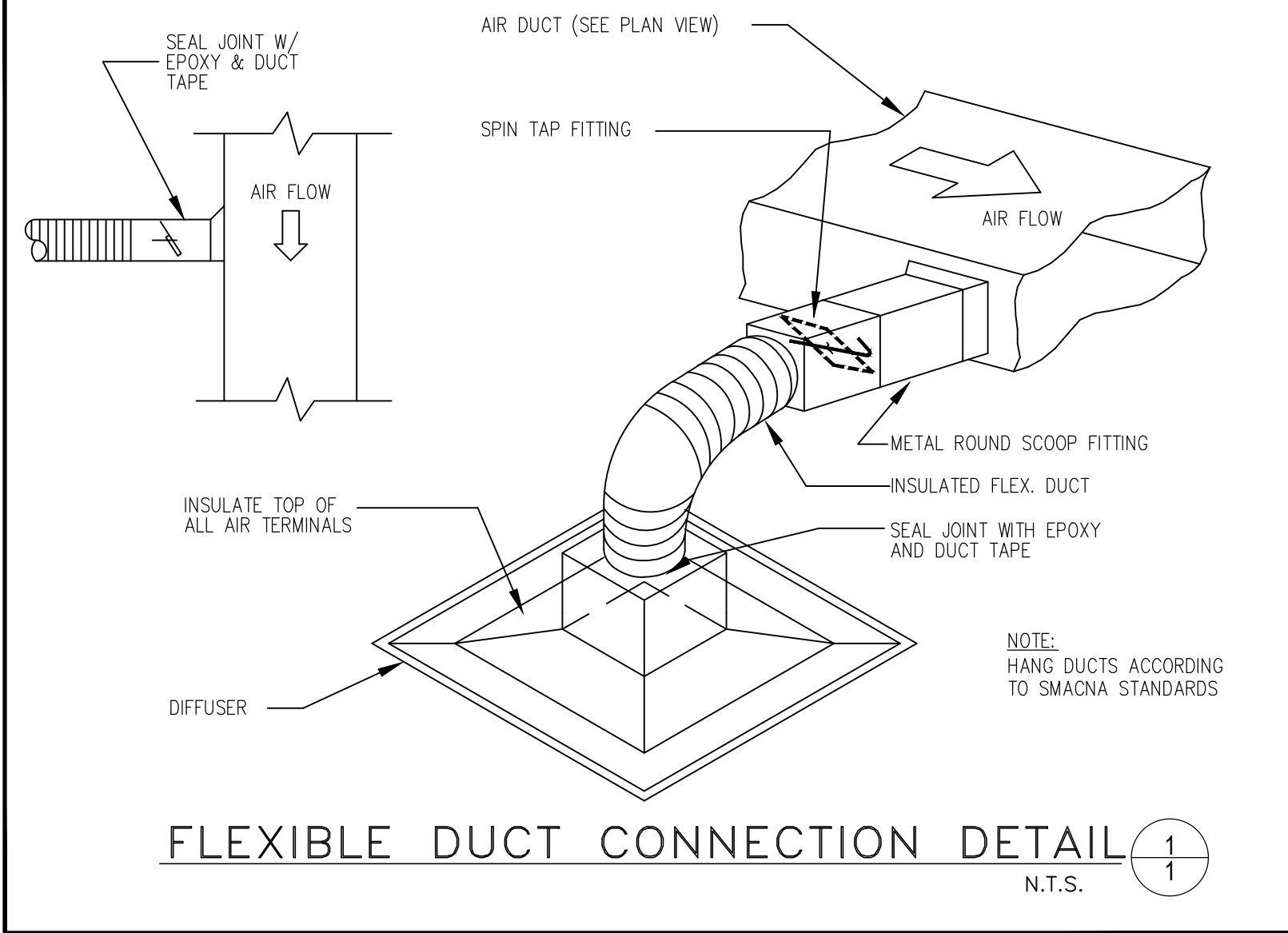
MECHANICAL KEY NOTES

- ① REMOVE EXISTING FLEX DUCT.
- ② NEW KITCHEN HOOD.
- ③ EXISTING SUPPLY AIR DUCT TO REMAIN
- ④ EXISTING RETURN AIR DUCT TO REMAIN
- ⑤ MOUNTED AC ON WALL BELOW STAIRS.
- ⑥ NEW SUPPLY GRILLE TO MATCH EXISTING.
- ⑦ EXISTING GRILLE TO BE RELOCATED TO LOCATION SHOWN. PROVIDE NEW FLEX DUCT.
- ⑧ REMOVE EXISTING GRILLE AND STORE IN SAFE PLACE TO BE REUSED AND RELOCATED.
- ⑨ DISCHARGE CONDENSATE TO NEW DRY WELL IN MECHANICAL COURTYARD.
- ⑩ 6"Ø SHEETMETAL (26 GA) KITCHEN HOOD EXHAUST THRU WALL WITH BACKDRAFT DAMPER, INSECT SCREEN, AND WALL CAP. TERMINATION POINT SHALL BE MIN. 3 FEET FROM BUILDING OPENINGS.
- ⑪ 8"Ø O/A DUCT THRU WALL WITH MOTORIZED DAMPER, INSECT SCREEN AND WALL CAP. MIN 10" FROM EXHAUST DISCHARGE.
- ⑫ DEMO EXISTING DUCT AND CAP AT LOCATION SHOWN.

- NEW CEILING SUPPLY DIFFUSER
- EX. EXISTING CEILING RETURN DIFFUSER
- EX. EXISTING CEILING SUPPLY DIFFUSER
- EXISTING FLEXIBLE DUCT
- NEW FLEXIBLE DUCT, U.L. CLASS 1 (R-6)
- EXISTING RETURN DUCT TO REMAIN
- EXISTING SUPPLY DUCT TO REMAIN
- RE. RELOCATED

HVAC GENERAL NOTES

- GENERAL
 - ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE AND WITH ALL APPLICABLE REGULATIONS.
 - DRAWINGS: REFER TO ALL DRAWINGS FOR COORDINATION OF THE HVAC WORK. ARRANGE AND PAY FOR ALL PERMITS, LICENSES, INSPECTIONS AND TESTS. OBTAIN THE REQUIRED CERTIFICATES AND PRESENT TO OWNER.
 - GUARANTEE: THE COMPLETED INSTALLATION SHALL BE FULLY GUARANTEED AGAINST DEFECTIVE MATERIALS AND/OR IMPROPER WORKMANSHIP FOR A MINIMUM OF ONE YEAR FOR MATERIAL AND LABOR. ALL COMPRESSORS SHALL BE GUARANTEED FOR 5 YEARS MINIMUM.
- SHOP DRAWINGS: CONTRACTORS SHALL SUBMIT FOR APPROVAL, WITHIN 30 DAYS AFTER SIGNING CONTRACT, A MINIMUM OF FIVE COPIES OF FULLY DESCRIPTIVE LITERATURE, INCLUDING BUT NOT LIMITED TO: AIR CONDITIONING UNITS, FANS AND AIR OUTLETS. NO WORK SHALL PROCEED WITHOUT APPROVAL OF THESE SUBMITTALS.
- DESIGN PARAMETERS:
 - INDOOR DESIGN TEMPERATURE (SUMMER): 78F DB
 - INDOOR DESIGN TEMPERATURE (WINTER): 72F DB
- ALL THERMOSTATS SHALL HAVE HEATING MODE MAXIMUM SETTING OF 75 F, AND COOLING MODE MINIMUM SETTING OF 70 F. THE THERMOSTAT SHALL BE ARRANGED TO PREVENT THE SIMULTANEOUS OPERATION OF HEATING AND COOLING.
- ELECTRICAL CONTROLS AND POWER WIRING: UNDER ELECTRICAL CONTRACT.
- EQUIPMENT SPECIFIED BY MANUFACTURER'S NUMBER SHALL INCLUDE ALL ACCESSORIES, CONTROLS, ETC., LISTED IN THE CATALOG AS STANDARD WITH THE EQUIPMENT. OPTIONAL OR ADDITIONAL ACCESSORIES SHALL BE FURNISHED AS SPECIFIED.
- MATERIALS:
 - REFRIGERANT PIPING: SHALL BE TYPE L SOFT DRAWN, COPPER TUBING, DEHYDRATED FOR REFRIGERANT USE. SIZED AS SHOWN ON DRAWINGS OR AS PER AIR CONDITIONING EQUIPMENT MANUFACTURER'S RECOMMENDATIONS.
 - INSULATION: REFRIGERANT SUCTION PIPING AND CONDENSATE PIPES SHALL BE INSULATED WITH 3/4" THICK FOAMED PLASTIC INSULATION, FIRE RETARDANT TYPE. INSULATION SHALL BE INSTALLED IN PIPING BEFORE ASSEMBLY. NO SPLIT INSULATION WILL BE ACCEPTABLE. SEAL JOINTS WITH MANUFACTURER'S APPROVED ADHESIVE AND GREY TAPE.
 - DUCTWORK:
 - ALL SUPPLY AIR DUCTWORK SHALL BE 1-1/2" THICK FIBERGLASS DUCTBOARD, FABRICATED AND INSTALLED AS PER LATEST EDITION OF SMACNA "FIBROUS GLASS DUCT MANUAL", R-6.0 MIN.
 - ALL OUTDOOR AND EXHAUST AIR DUCTWORK SHALL BE GALVANIZED SHEET METAL OR ALUMINUM DUCT NOT LIGHTER THAN 24 GAUGE.
 - ALL DUCT DIMENSIONS ARE CLEAR INSIDE DIMENSIONS.
 - FLEXIBLE INSULATED DUCTWORK WITH 1-1/2" THICK FIBERGLASS INSULATION WITH FRK VAPOR BARRIER. R-6.0 MIN.
- CONTROLS: AIR CONDITIONING UNITS SHALL BE STARTED AND STOPPED THRU INDIVIDUAL PROGRAMMABLE THERMOSTAT. INDIVIDUAL THERMOSTATS SHALL START/STOP FANS AND ACTIVATE COOLING/HEATING SYSTEMS AS SELECTED.
- TEST AND BALANCE: CONTRACTOR SHALL TEST AND BALANCE ALL VENTILATION AND AIR CONDITIONING SYSTEMS. SUBMIT FOUR COPIES OF TEST AND BALANCE REPORT, TO OWNER FOR APPROVAL.
- ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID ANY INTERFERENCES THAT MAY DELAY PROGRESS OF CONSTRUCTION. CONTRACTOR SHALL INSTALL ALL NECESSARY OFFSETS, BENDS, AND TRANSITIONS REQUIRED TO PROVIDE A COMPLETE SYSTEM AT NO ADDITIONAL COST TO OWNER.



MINIMUM VENTILATION RATE (2020 7TH ED. FBC MECHANICAL TABLE 403.3)

AREA	SYSTEM	GR/NET SQ FT	PERS/ 1000 SF	TOTAL PERS	CFM/ PERS	CFM/ SQ FT	CFM REQ'D	CFM PROVIDED
OFFICE	MS-1-1	185/-	5	3*	5	.06	27	30
OFFICE	MS-1-2	380/-	5	6*	5	.06	52	55
OFFICE	MS-1-(3/4)	640/-	5	5*	5	.06	64	70

ADJUST OUTSIDE AIR TO VALUE AS SHOWN

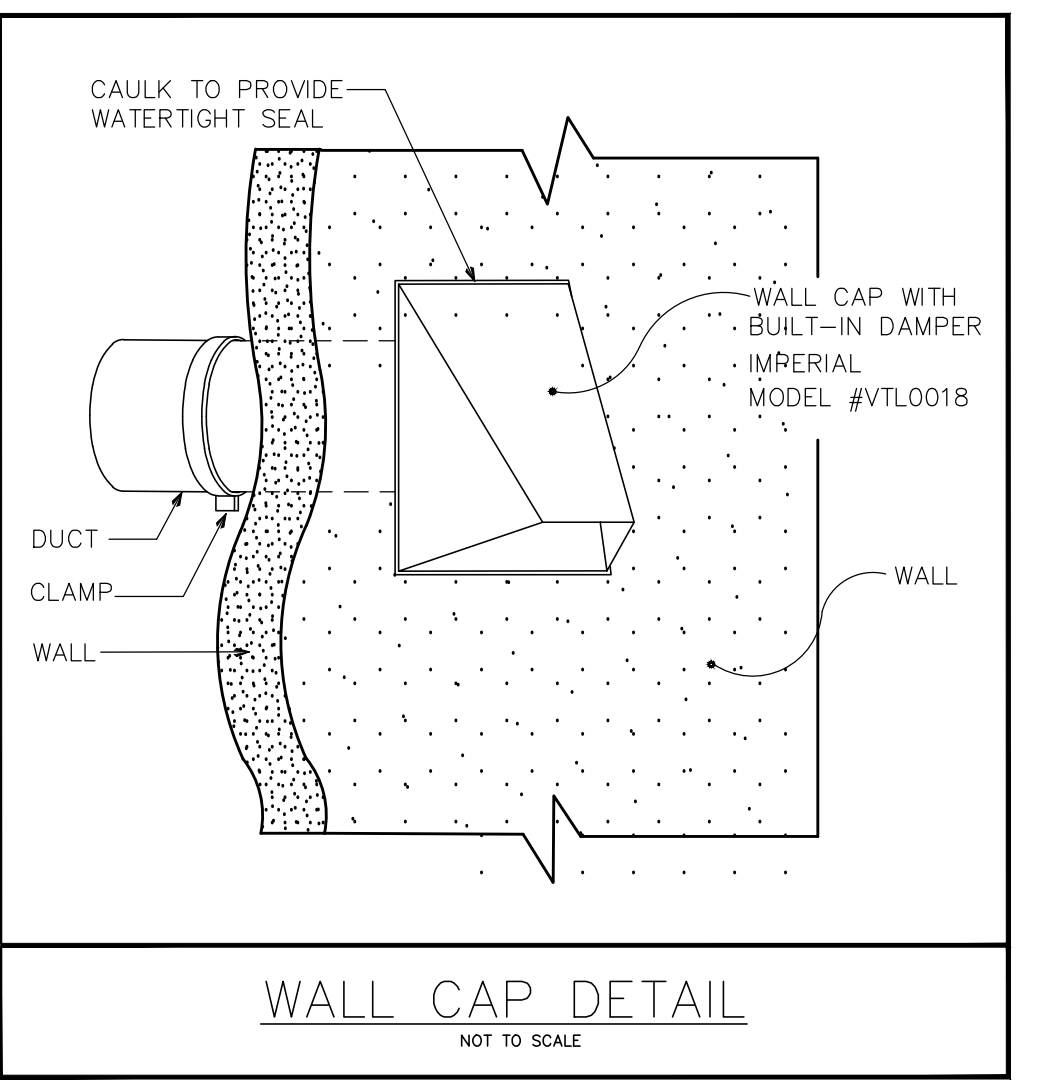
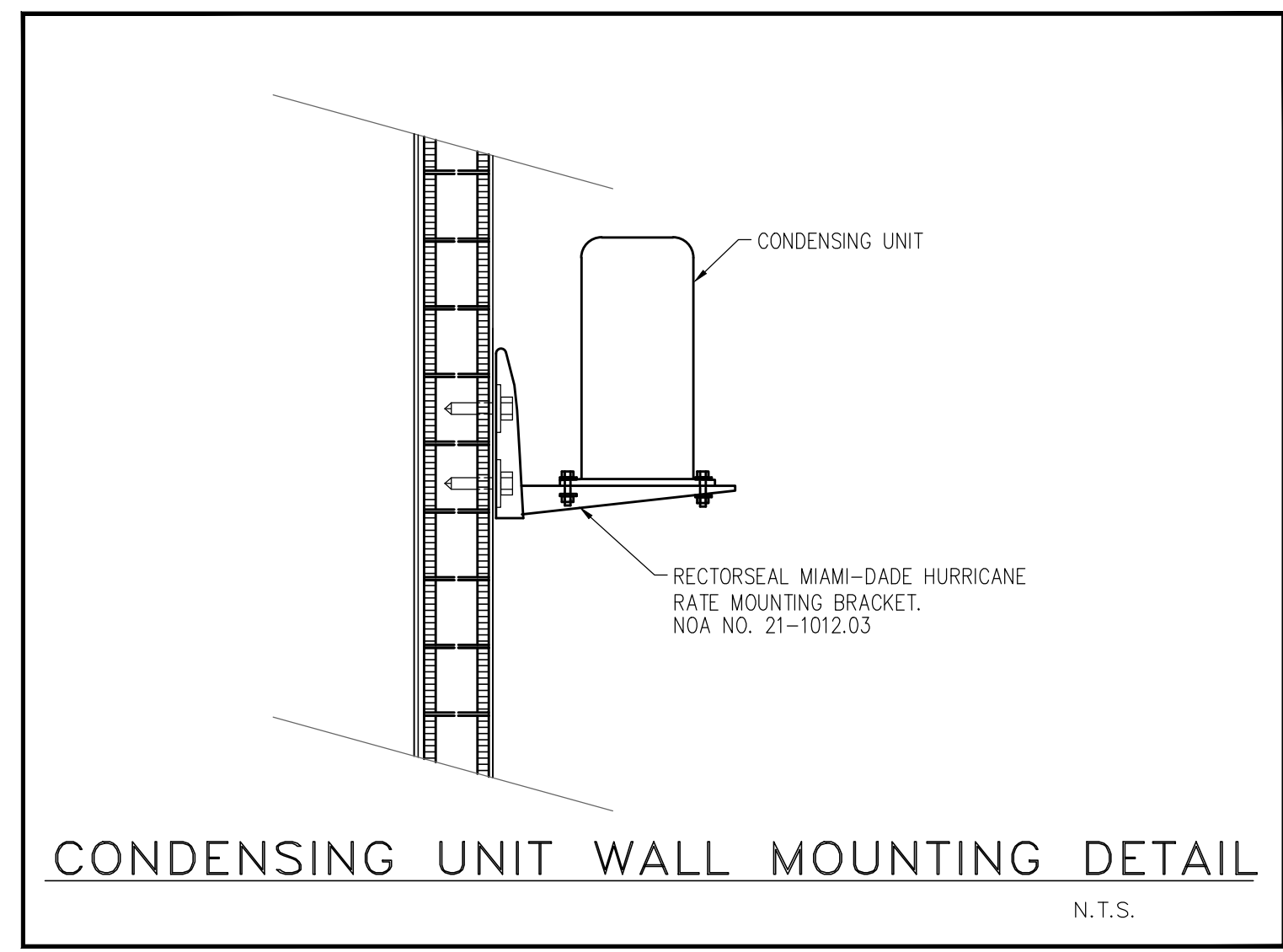
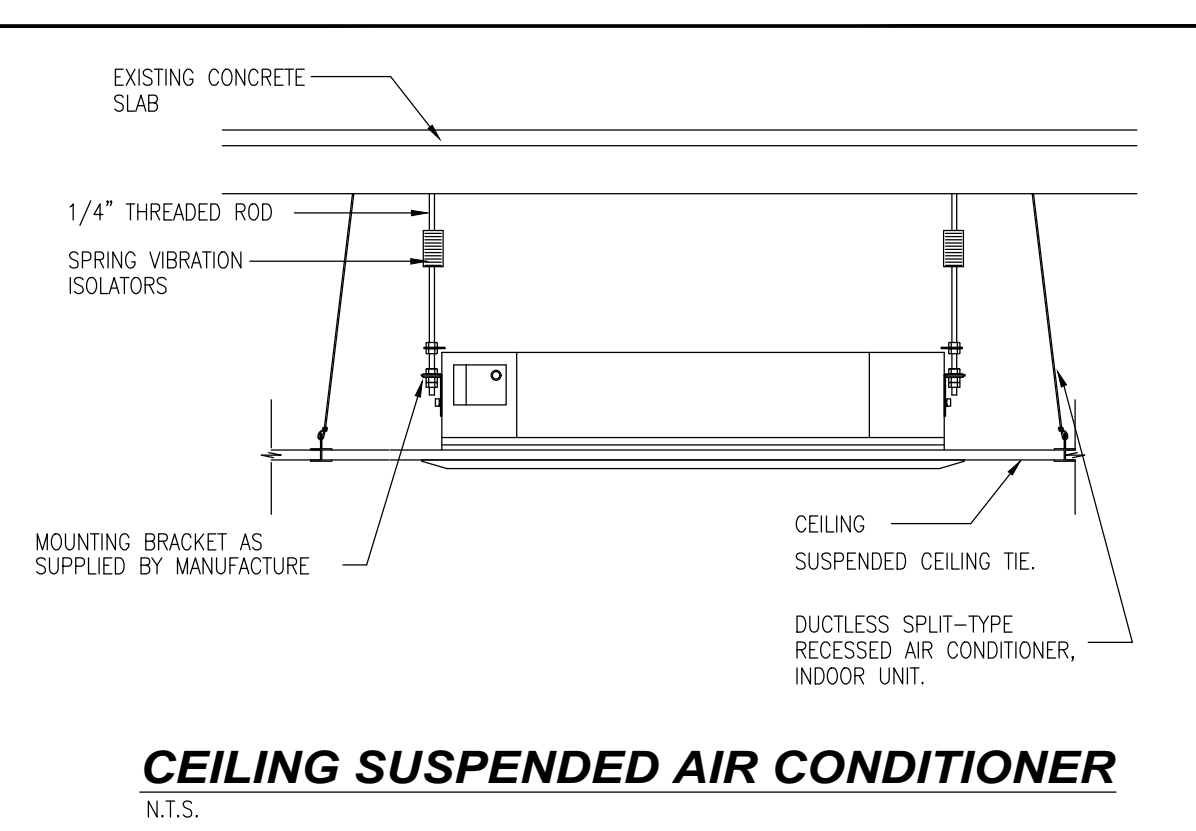
- MS-1-1=30 CFM
- MS-1-2=55 CFM
- MS-1-3=35 CFM
- MS-1-4=35 CFM

- GENERAL DEMOLITION NOTES:**
- REMOVED EQUIPMENT AND MATERIALS WHICH IS TO BE RE-INSTALLED, OR IS DESIRED BY THE BUILDING OWNER SHALL BE DELIVERED BY THE CONTRACTOR TO LOCATION DESIGNATED BY THE BUILDING OWNER.
 - RUBBISH GENERATED BY THE CONTRACTOR SHALL BE REMOVED FROM THE SITE DAILY.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT SERVICES TO AREAS NOT IN SCOPE ARE NOT INTERRUPTED EXCEPT BY SCHEDULED SHUTDOWN COORDINATED WITH THE OWNER.
 - EXISTING UNIT CONTROLS (THERMOSTATS AND WIRING) SHALL REMAIN. CONTRACTOR SHALL ROLL CONTROL WIRING IN A NEAT MANNER AND SECURE WIRING AND THERMOSTAT TO CORRESPONDING UNIT.
 - PRIOR TO SUBMISSION OF BID, CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR RELATIVE LOCATIONS AND EXISTING CONDITIONS. CONTRACTOR SHALL NOTIFY ARCHITECT AND THE ENGINEER OF ANY DISCREPANCIES BETWEEN DOCUMENTATION AND FIELD CONDITIONS.

AIR DISTRIBUTION SCHEDULE

TAG	DIFFUSER TYPE	MANUFACTURER & MODEL NO	NECK SIZE	CFM	NOTES
A	TITUS TDC-AA		6	0-100	ALUMINUM CEILING DIFFUSER
			8	101-299	LOUVERED FACE
			10	300-450	OPPOSED BLADE DAMPER
			12	451-600	12x12 MODULE
					BORDER TYPE 1 (SURFACE)
					NC LEVEL < 30
B	TITUS 50F		24x24	0-800	ALUMINUM EGGRATE RETURN GRILLE
			6	0-100	1/2x1/2x1/2 CORE
			8	101-299	BORDER TYPE 1 (SURFACE)
					NC LEVEL < 30

NOTES:
1. ALL FINISHES TO BE WHITE UNLESS OTHERWISE DIRECTED BY THE OWNER OR ARCHITECT.



MINI-DUCTLESS SYSTEM SCHEDULE

AIR HANDLING UNIT				AIR COOLED CONDENSING UNIT							SYSTEM DATA									
MARK	MODEL NO.	CFM TOTAL	WT LBS	DIMENSION WxDxH	MARK	MODEL NO.	WT LBS	ELECTRICAL VOLTS-PH-HZ	COMPRESSOR QTY.	FLA TONS	FAN QTY	UNIT MCA	MAX FUSE	COOLING CAPACITY TMBH	SEER	HEATING CAPACITY TMBH	HSPFF	SUCTION	LIQUID	
MS-1-1	MITSUBISHI PLY-F25VFM	318	31	23X23X9	MSCU-1	MITSUBISHI PUMY-SP140VKM	205	230-1-60	1	5.0	-	1	30.5	40	52.9	18.9	56.3	11.35	3/4"	3/8"
MS-1-2	MITSUBISHI PLY-F40VFM	388	31	23X23X9																
MS-1-3	MITSUBISHI PLY-F40VFM	388	31	23X23X9																
MS-1-4	MITSUBISHI PLY-F40VFM	388	31	23X23X9																

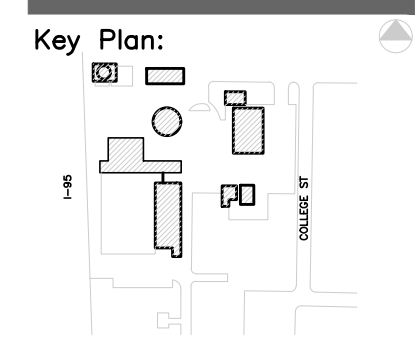
- NOTES:**
CONTRACTOR MUST PROVIDE MANUFACTURER WIND LOAD CERTIFICATE FOR CONDENSING UNITS
- SPLIT SYSTEM NOTES:**
- PROVIDE WIRELESS REMOTE CONTROLLER FOR EACH AHU.
 - PROVIDE DRAIN PAN AND FLOAT SWITCH TO SHUT DOWN AC AS REQUIRED.
 - FINAL LOCATION OF AIR HANDLERS AND CONDENSING UNIT ARE TO BE FIELD VERIFY.
 - MITSUBISHI IS THE BASIC OF DESIGN. OTHER BRAND ARE ACCEPTABLE AS LONG AS THE PERFORMANCE AND SPECIFICATION ARE EQUAL.
- 5. MATERIALS:**
- REFRIGERANT PIPING: SHALL BE TYPE L SOFT DRAWN, COPPER TUBING, DEHYDRATED FOR REFRIGERANT USE. SIZED AS SHOWN ON DRAWINGS OR AS PER AIR CONDITIONING EQUIPMENT MANUFACTURER'S RECOMMENDATIONS.
 - INSULATION: REFRIGERANT SUCTION PIPING AND CONDENSATE PIPES SHALL BE INSULATED WITH 3/4" THICK FOAMED PLASTIC INSULATION, FIRE RETARDANT TYPE. INSULATION SHALL BE INSTALLED IN PIPING BEFORE ASSEMBLY. NO SPLIT INSULATION WILL BE ACCEPTABLE. SEAL JOINTS WITH MANUFACTURER'S APPROVED ADHESIVE AND GREY TAPE.

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CITY OF LAKE WORTH BEACH COMMAND CENTER



Revisions :

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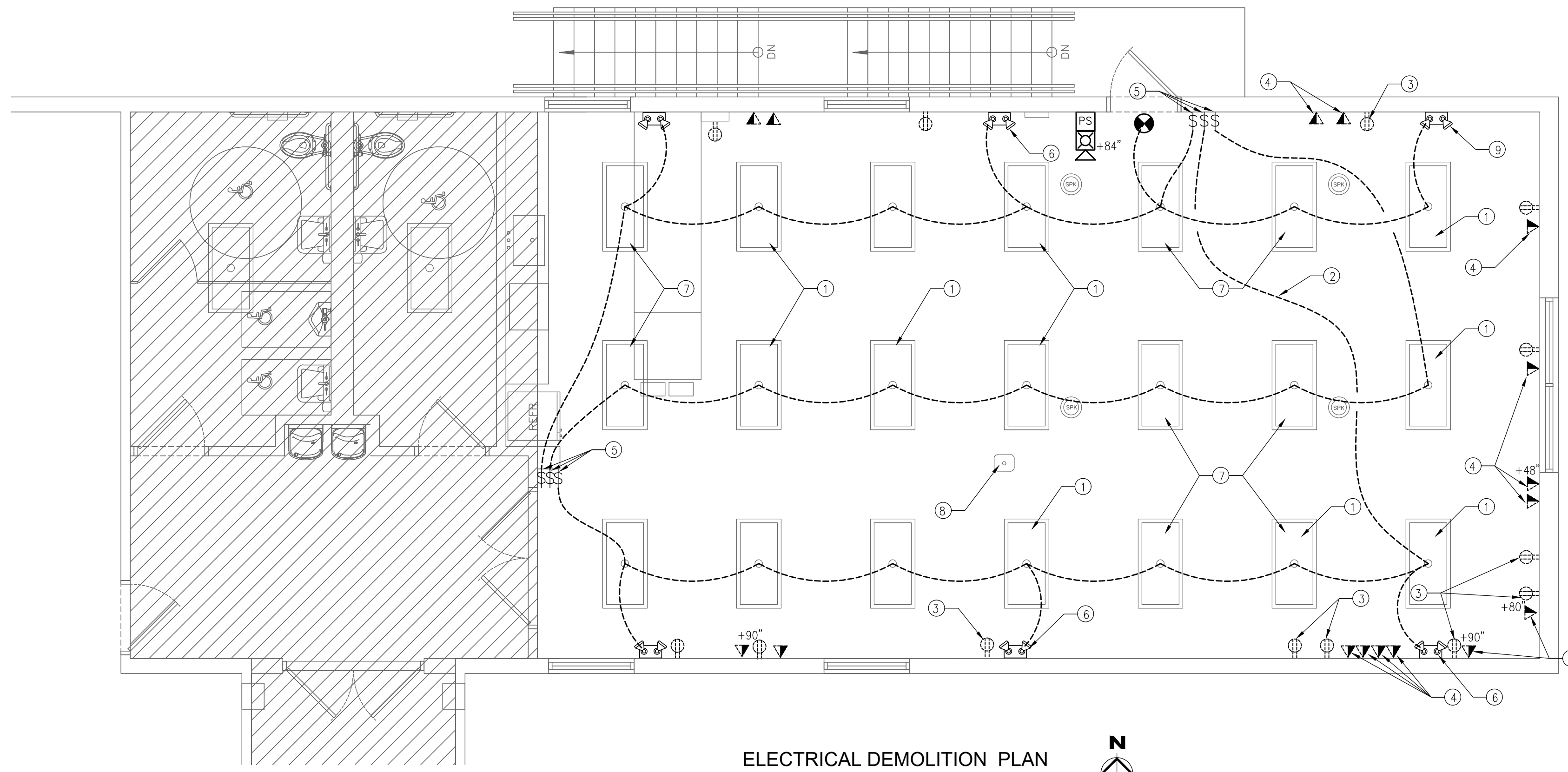
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MECHANICAL NOTE AND DETAILS

Sheet # : M-2

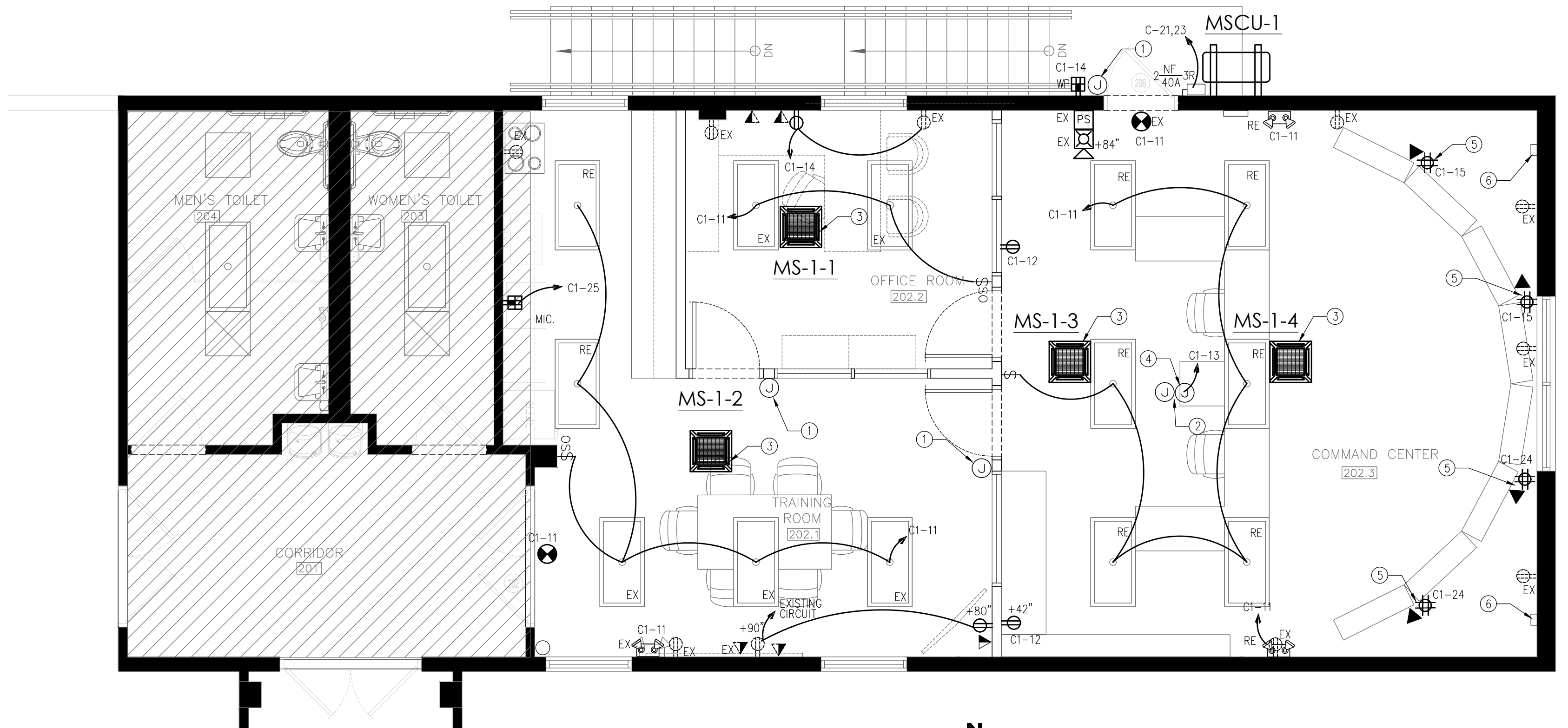
ELECTRICAL LEGEND

	2'x4' FLUORESCENT LIGHT FIXTURE (LAY-IN OR SURFACE MOUNT AS DETERMINED BY CEILING TYPE)	
	2'x2' FLUORESCENT LIGHT FIXTURE (LAY-IN OR SURFACE MOUNT AS DETERMINED BY CEILING TYPE)	
	"EM" OR HALF SHADED DESIGNATION DENOTES FIXTURE WITH EMERGENCY BATTERY BALLAST.	
	HI-BAY LIGHT FIXTURE	
	DOWN LIGHT FIXTURE	
	WARNING LIGHTS.	
	WALL SCONCE LIGHT FIXTURE	
	FLUORESCENT STRIP LIGHT FIXTURE	
	EXIT LIGHT FIXTURE WITH BATTERY PACK	
	EMERGENCY LIGHT FIXTURE WITH BATTERY PACK	
	120V, 20A, SINGLE POLE SWITCH	48" AFF
	120V, 20A, THREE WAY SWITCH	48" AFF
	120V, 20A, 2000W DIMMER SWITCH	48" AFF
	120V, 20A, MOTOR RATED SWITCH	18" AFF
	GFCI RECEPT. (20A, +18"O.C. FROM A.F.F., U.N.D.)	18" AFF
	120V, 20A DUPLEX RECEPTACLE	18" AFF
	DEDICATED 120V, 20 AMP HOSPITAL GRADE DUPLEX OUTLET.	6" ABOVE COUNTER
	120V, 20A QUADRUPLX RECEPTACLE	18" AFF
	120V, 20A ABOVE COUNTER DUPLEX RECEPTACLE	18" AFF
	120V, 20A ISOLATED GROUND DUPLEX RECEPTACLE	FLUSH WITH FLOOR
	120V, 20A DUPLEX RECEPTACLE - CEILING MOUNTED	18" AFF
	120V, FLUSH FLOOR MOUNT DUPLEX WITH FLEX POWER WHIP AND BLACK METAL COVER PLATE	18" AFF
	SPECIAL PURPOSE RECEPTACLE (TYPE AS NOTED ON PLAN)	18" AFF
	120V, 20A, HALF SWITCHED DUPLEX RECEPT	FLUSH WITH FLOOR
	120V, 20A, HALF SWITCHED DUPLEX RECEPT WITH 2 USB PORTS	FLUSH WITH FLOOR
	120V, 20A FLUSH FLOOR MOUNT DUPLEX RECEPTACLE/DATA OUTLET WITH PLATE	18" AFF
	DUAL COMBINATION TELEPHONE/DATA OUTLET WITH PLATE	54" AFF
	QUAD COMBINATION TELEPHONE/DATA OUTLET WITH PLATE	18" AFF
	SINGLE TELEPHONE WALL OUTLET WITH PLATE	54" AFF
	DUAL FLUSH FLOOR MOUNT TELEPHONE/DATA OUTLET WITH FLEX POWER WHIP AND BLACK METAL COVER PLATE	FLUSH WITH FLOOR
	JUNCTION BOX FOR TEL/DATA CABLES	18" AFF
	ELECTRICAL PANELBOARD	
	FUSIBLE DISCONNECT SWITCH (POLE/AMP RATING/FUSE)	
	FUSIBLE DISCONNECT SWITCH	
	TRANSFORMER	
	GROUNDING ELECTRODE & CONDUCTOR SYSTEM	
	CARD READER (HEIGHT A.F.F. TBD)	
	INTERCOM. (48" A.F.F.)	18" AFF
	CALL BUTTON (48" A.F.F.)	
	TELEVISION OUTLET	
	DOOR BELL	
	PUSH BUTTON (48" A.F.F.)	
	FIRE ALARM PULL STATION	48" AFF TO CL
	FIRE ALARM STROBE LIGHT	80" AFF TO BOTTOM
	FIRE ALARM HORN WITH STROBE LIGHT	80" AFF TO BOTTOM
	FIRE ALARM HORN	CEILING
	SMOKE DETECTOR	CEILING
	SMOKE DUCT DETECTOR	CEILING
	HEAT DETECTOR	CEILING
	FIRE ALARM FLOW SWITCH	
	FIRE ALARM TAMPERS SWITCH	
	FIREMAN'S PHONE JACK	48" AFF TO CL
	REMOTE TEST SWITCH FOR DUCT DETECTOR	48" AFF TO CL
	VISUAL INDICATOR FOR DUCT DETECTOR	CEILING
	CEILING MOUNTED OCCUPANCY SENSOR-DUAL TECHNOLOGY	CEILING
	WATTSTOPPER DT-355 - 30 MIN. MAXIMUM	CEILING
	WIRELESS ACCESS POINT	CEILING
	WALL MOUNTED LOW VOLTAGE SWITCH - MODEL # LC&D CHELSEA GR 2400	48" AFF TO CL
	LIGHTING CONTROL PANEL MODEL # LC&D BLUE BOX OR 14XALX SERIES	
	CEILING MOUNTED OCCUPANCY SENSOR - LUTRON LRF2-OCR2B-P-WHITE - 30 MIN. MAXIMUM	CEILING
	WALL MOUNTED OCCUPANCY SWITCH - NON DIMMING LUTRON MS-CP6M2N-DV-WHITE 30 MIN. MAXIMUM	48" AFF TO CL
	WALL MOUNTED VACANCY SWITCH - NON DIMMING LUTRON MS-VPS6M2N-DV-WHITE 30 MIN. MAXIMUM	48" AFF TO CL
	WALL MOUNTED SWITCH - DIMMABLE CFL/LED LIGHTING LUTRON DVA SERIES	48" AFF TO CL
	POWER PACK FOR OCCUPANCY SENSORS (PLENUM RATED) LUTRON POW PAK	ABOVE CEILING
	LOW VOLTAGE CONDUCTORS 3-18AWG PLENUM RATED. (CONNECTS OCC-SENSOR TO POWER PACK)	ABOVE CEILING
	CEILING MOUNTED OCCUPANCY SENSOR-WIRELESS LUTRON LRF2-OCR2B-P-WHITE - 30 MIN. MAXIMUM	CEILING
	CEILING MOUNTED VACANCY SENSOR-WIRELESS LUTRON LRF-VG-R2B-P-WHITE	CEILING
	RELAY MODULE FOR SWITCH/OCCUPANCY SENSORS LUTRON POWPAK RMJ-16R-DV-B (1GA RATED)	ABOVE CEILING
	LINE SWITCH WIRELESS OFF/ON ONLY - NON DIMMING LUTRON-MAESTRO MRF2-BANS-WHITE (6AMP-120V) MAX.	48" AFF TO CL
	PICO WIRELESS - LOW VOLTAGE SWITCH LUTRON- PJ2-2B-GWH	48" AFF TO CL
	E - DENOTES EXISTING TO REMAIN.	
	R - DENOTES RELOCATED DEVICE. CONTRACTOR SHALL EXTEND CONDUIT AND WIRE AS NEEDED FOR A COMPLETE WORKING SYSTEM.	
	N - DENOTES NEW DEVICE.	
	RE - DENOTES REMOVE EXISTING DEVICE.	
	CR - DENOTES EXISTING TO BE RELOCATED.	
	NL - DENOTES NIGHT LIGHTS	
	CLG - DENOTES CEILING MOUNTED.	
NOTE 1: NOT ALL DEVICES LISTED ARE USED ON THIS PLAN		
NOTE 2: COLOR BY ARCHITECT		



ELECTRICAL DEMOLITION PLAN

scale: 1/4" = 1'-0"



ELECTRICAL FLOOR PLAN

scale: 1/4" = 1'-0"

ELECTRICAL DEMOLITION KEY NOTES

- 1 REMOVE EXISTING LIGHTS AS REQUIRED.
- 2 REMOVE EXISTING LIGHTS WIRES AS REQUIRED.
- 3 REMOVE EXISTING RECEPTACLE AS REQUIRED.
- 4 REMOVE EXISTING DATA/TELEPHONE AS REQUIRED.
- 5 REMOVE EXISTING SWITCHES AS REQUIRED.
- 6 REMOVE EXISTING EMERGENCY LIGHT AS REQUIRED.
- 7 RELOCATED EXISTING LIGHT AS REQUIRED.
- 8 REMOVE EXISTING PROJECTOR AS REQUIRED.
- 9 RELOCATED EXISTING EMERGENCY LIGHT AS REQUIRED.

ELECTRICAL NEW PLAN KEY NOTES

- 1 PROVIDE J-BOX FOR CARD READER
- 2 PROVIDE 1" CONDUITS (EMT) WITH PULL STRINGS FOR DATA/PHONE
- 3 POWER SUPPLY FROM CONDENSING UNIT.
- 4 PROVIDE (1) 3/4" CONDUITS FOR POWER, (2) 1-1/4" CORE HOLES. CONTRACTOR TO FIELD VERIFY EXACT LOCATION WITH FURNITURE LAYOUT.
- 5 PROVIDE QUAD OUTLETS AND DATA. CONTRACTOR TO FIELD VERIFY EXACT LOCATION WITH RACKING SYSTEM.
- 6 PROVIDE 3" CORE RECESSED.

ELECTRICAL NOTES

1. ALL EXISTING RECEPTACLE TO REMAIN ON EXISTING CIRCUIT.
2. ALL EXISTING LIGHTS TO REMAIN ON EXISTING CIRCUIT.

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 Revisions:

Date : 07/22/2020
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 Checked By : RC

Phase :
 100% CONSTRUCTION DRAWINGS

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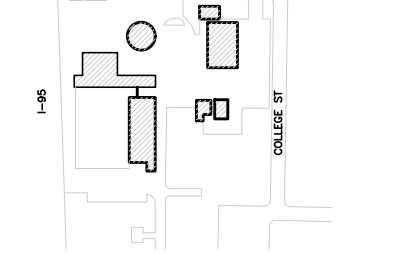
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CITY OF LAKE WORTH BEACH COMMAND CENTER



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Owner Project No. : ---

Drawn By : SV

Checked By : RC

Phase : 100% CONSTRUCTION DRAWINGS

Sheet Title :

ELECTRICAL NOTE, DETAILS AND RISER

Sheet # :

PANEL SCHEDULE "PDPC" EXISTING
Rated Voltage: 480Y/277V
Rated Amps: (Cu bus) 225A
Main: MBC
Includes table with columns for NOTE, CIRCUIT DESIGNATION, O.C.P., AWG, MAX. DIST.(ft), VOLT DROP, RCPT, LT/G/CONT, KITCHEN, MOTOR/APP, PH, and SUBTOTAL CONNECTED LOAD.

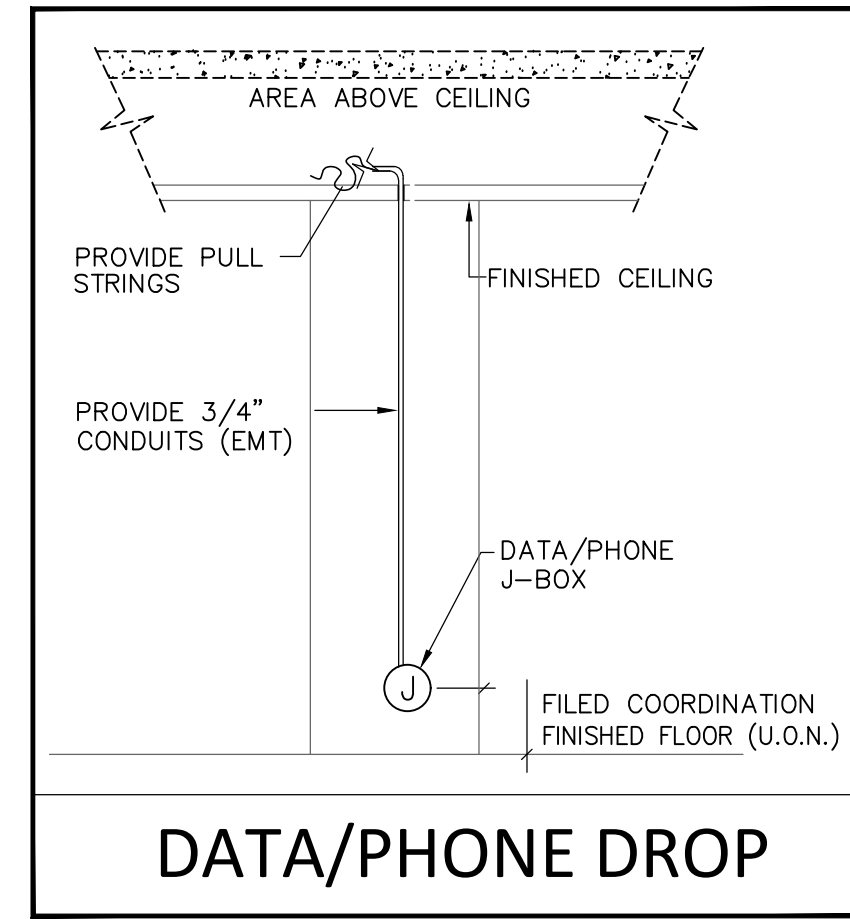
PANEL SCHEDULE "C" EXISTING
Rated Voltage: 208Y/120V
Rated Amps: (Cu bus) 225A
Main: MBC
Includes table with columns for NOTE, CIRCUIT DESIGNATION, O.C.P., AWG, MAX. DIST.(ft), VOLT DROP, RCPT, LT/G/CONT, KITCHEN, MOTOR/APP, PH, and SUBTOTAL CONNECTED LOAD.

PANEL SCHEDULE "C1" EXISTING
Rated Voltage: 208Y/120V
Rated Amps: (Cu bus) 100A
Main: MBC
Includes table with columns for NOTE, CIRCUIT DESIGNATION, O.C.P., AWG, MAX. DIST.(ft), VOLT DROP, RCPT, LT/G/CONT, KITCHEN, MOTOR/APP, PH, and SUBTOTAL CONNECTED LOAD.

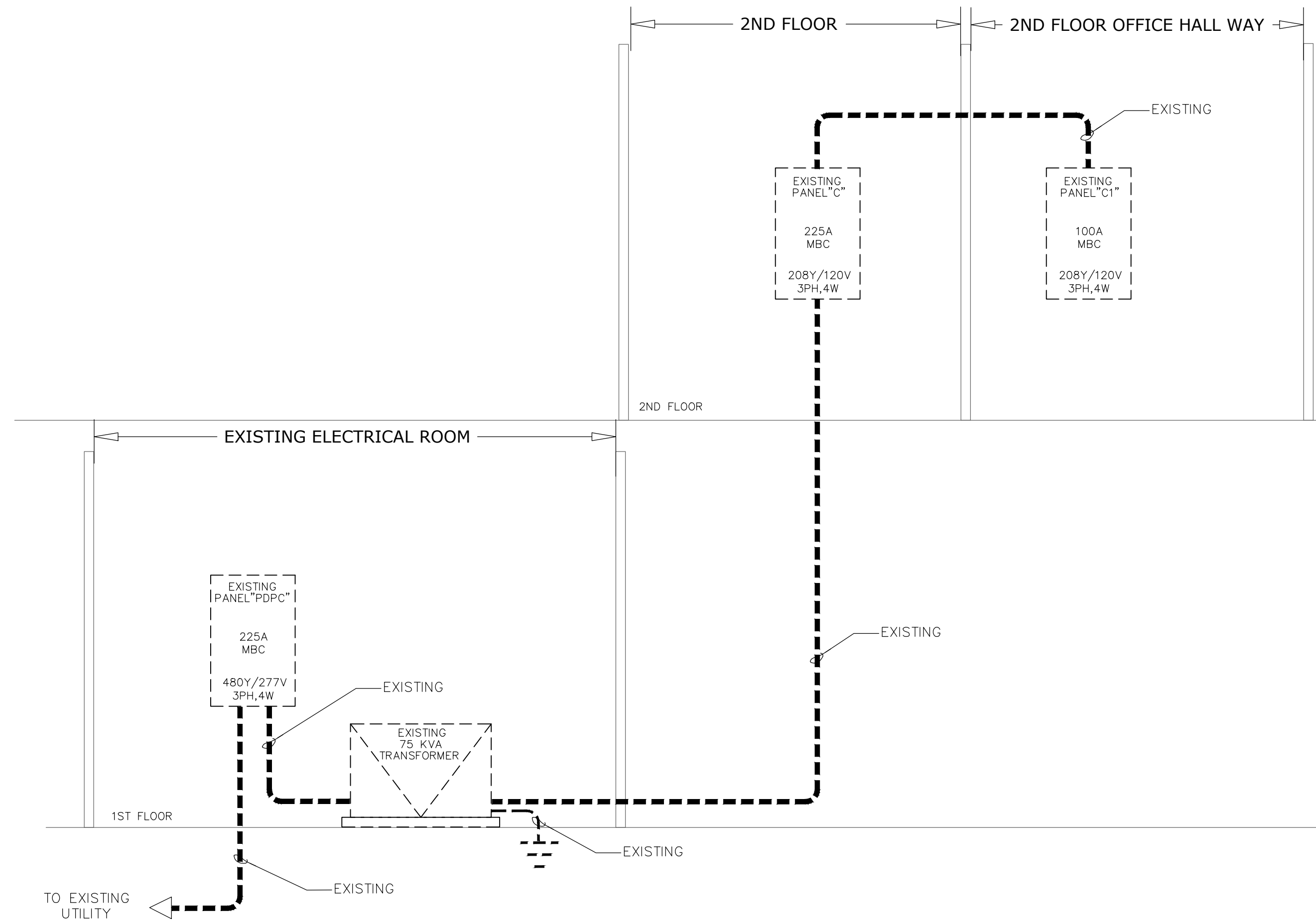
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GENERAL ELECTRICAL NOTES

- THE ENTIRE INSTALLATION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC), AND THE LATEST EDITIONS OF ALL LOCAL CODES, RULES AND ORDINANCES HAVING JURISDICTION.
- AS A MINIMUM, ALL EQUIPMENT SHALL MEET APPLICABLE STANDARDS, FOR TYPE OF EQUIPMENT AND INTENDED USE, OF THE FOLLOWING:
 - AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
 - ILLUMINATING ENGINEERS SOCIETY (IES).
 - AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM).
 - NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA).
 NOTE: THESE STANDARDS ARE SUBORDINATE TO CODES AND STANDARDS SET BY U.L.
- IT SHALL BE UNDERSTOOD THAT ALL WORK PERFORMED SHALL BE BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. SAID CONTRACTOR SHALL MEET ALL REQUIREMENTS SET FORTH BY ANY LOCAL ORDINANCE AND GOVERNING AUTHORITIES.
- THE CONTRACTOR SHALL PROVIDE ALL REQUIRED INSURANCE FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
- THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN (1) YEAR FROM DATE OF ACCEPTANCE, U.O.N.
- IT SHALL NOT BE THE INTENT OF THESE PLANS AND/OR SPECIFICATIONS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR SHALL BE EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS NECESSARY FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING TO ORIGINAL CONDITIONS, ANY AND ALL DAMAGES TO BUILDING SURFACES, EQUIPMENT, ETC. CAUSED DURING THE PERFORMANCE OF WORK.
- CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE OR DELAYS AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED THEREBY.
- THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY ALL CONDITIONS, LOCATIONS, DIMENSIONS AND COUNTS AS SHOWN OR NOTED ON THE DRAWINGS, PRIOR TO SUBMITTING BID.
- THE CONTRACTOR SHALL NOT SCALE THE ELECTRICAL DRAWINGS. REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT UNLESS NOTED OTHERWISE.
- IT SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO PROVIDE ALL LABOR, MATERIALS AND SUPERVISION NECESSARY TO ACCOMPLISH THE WORK AS SHOWN AND/OR NOTED ON THE PLANS.
- IT SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR FOR THE ADVANCE ORDERING OF LONG LEAD ITEMS, AS TO NOT INTERFERE WITH THE PRODUCTION OF OTHER TRADES RESULTING IN ANY DOWN OR LAG TIME. THE CONTRACTOR SHALL NOT ORDER ANY ITEMS UNTIL APPROVED SHOP DRAWINGS ARE RETURNED TO HIM.
- THE CONTRACTOR SHALL KEEP ALL AREAS WHERE WORK IS BEING PERFORMED FREE FROM DEBRIS AT ALL TIMES AND SAID AREAS SHALL BE LEFT BROOM CLEAN AT THE END OF EACH WORKING DAY.
- ALL CONDUCTORS SHALL BE COPPER, TYPE THHN/THWN EXCEPT WHERE OTHERWISE REQUIRED BY U.L. OR CODES. MINIMUM WIRE SIZE SHALL BE #12 AWG, EXCLUDING CONTROL WIRING.
- ALUMINUM CONDUCTORS ARE NOT PERMITTED ANYWHERE.
- ALL CONDUCTORS SHALL BE IN CONDUITS. ALL CONDUITS SHALL BE GALVANIZED RIGID STEEL (GRS) EXCEPT THAT: (a) PVC CONDUITS MAY BE USED UNDERGROUND PROVIDED ELBOWS AND RISERS ARE GRS, WHERE SUBJECT TO PHYSICAL DAMAGE (b) ELECTRICAL METALLIC TUBING (EMT) MAY BE USED IN OR ON WALLS OR CEILING WHERE NOT SUBJECT TO MECHANICAL DAMAGE, DAMP OR CORROSIVE CONDITIONS. (c) LIQUID TIGHT FLEXIBLE CONDUIT WHERE REQUIRED. (d) FLEXIBLE METALLIC CONDUIT (MC CABLE W/GROUNDING CONDUCTOR), WHERE REQUIRED IN DRY LOCATIONS ONLY. ALL CONDUITS IN HAZARDOUS AREAS (PER NEC) SHALL MEET THE REQUIREMENTS OF NEC CHAPTER 5.
- ALL CONDUIT RUNS ARE SHOWN DIAGRAMMATICALLY. THE EXACT ROUTING SHALL BE DETERMINED IN THE FIELD. UNLESS NOTED OTHERWISE.
- WHERE CORE DRILLING OF FLOORS/WALLS IS REQUIRED, THE CONTRACTOR SHALL SEAL OPENINGS WATERTIGHT AFTER UTILITIES HAVE BEEN INSTALLED. LOCATION OF CORED HOLES SHALL COORDINATE WITH LOCATION OF EQUIPMENT IN A MANNER THAT IS CLEAN AND FUNCTIONAL. THE CONTRACTOR SHALL INSTALL ONLY ONE CONDUIT PER HOLE AND SEAL THE OPENING AROUND THE CONDUIT.
- PROVIDE FIRE RETARDANT U.L. APPROVED SEALANT ON ALL PENETRATIONS, WALLS AND STRUCTURAL SLABS. IT SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO VERIFY PRIOR TO SUBMITTING BID, THE LOCATIONS OF ALL SUCH FIRE RATED PARTITIONS, WALLS, AND STRUCTURAL SLABS.
- UNLESS NOTED AS EXISTING, ALL EQUIPMENT, WIRING, DEVICES, ETC. SHALL BE NEW.
- ALL DISCONNECT SWITCHES SHALL BE SIZED BY NEC REQUIREMENTS TO ACCOMMODATE EQUIPMENT SERVED, INCLUDING REQUIRED FUSES U.O.N. SWITCHES SHALL BE HORSEPOWER RATED FOR MAX. HORSEPOWER, HEAVY DUTY TYPE.
- THE CONTRACTOR SHALL VERIFY CIRCUIT PROTECTIVE DEVICE RATINGS FOR EQUIPMENT PRIOR TO INSTALLATION.
- ALL FUSES SHALL BE CURRENT LIMITING, PER U.L., RATED 600V. OR 250V, AS REQUIRED, WITH:
 - NON TIME DELAY FUSES IN MAIN SWITCHES AND SWITCHES FEEDING PANELS.
 - TIME DELAY FUSES FOR MOTOR AND HVAC CIRCUITS.
- WIRERAYS SHALL BE SIZED AS REQUIRED, PER NEC, U.O.N.
- ALL CIRCUIT BREAKERS SHALL BE INVERSE TIME TYPE (THERMAL-MAGNETIC), TWO AND THREE POLE CIRCUIT BREAKERS SHALL BE COMMON TRIP. TRIP HANDLES ARE NOT PERMITTED.
- ALL ELECTRICAL EQUIPMENT SHALL BE RAIN TIGHT (NEMA 3R) WHERE EXPOSED TO THE WEATHER. ALL FLEX CONDUITS CONNECTED TO SUCH EQUIPMENT SHALL BE LIQUID TIGHT.
- OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS IN WET OR DAMP LOCATIONS AND SPECIAL ENCLOSURES AS REQUIRED FOR OTHER CLASSIFIED AREAS, U.O.N.
- ALL CONNECTIONS TO GROUND RODS SHALL BE MADE WITH U.L. APPROVED WELDED CONNECTIONS, UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL FORM A GROUNDING ELECTRODE SYSTEM AS PER NEC 250-50.
- THE CONTRACTOR SHALL SUBMIT 6 COPIES OF EQUIPMENT SHOP DRAWINGS FOR ELECTRICAL EQUIPMENT TO THE ENGINEER FOR REVIEW, PRIOR TO ORDERING SUCH EQUIPMENT.
- PROPER PLASTER RINGS SHALL BE USED WITH OUTLET BOXES. PLASTER RINGS SHALL BE A MAXIMUM OF 1/8" FROM THE FINISHED SURFACE OF THE DRYWALL AFTER THE DRYWALL IS INSTALLED. PROPER COORDINATION BETWEEN THE ELECTRICAL CONTRACTOR AND THE GENERAL CONTRACTOR FOR RING INSTALLATION IS REQUIRED. NO "GOOF" RINGS WILL BE ALLOWED. ALL OUTLET BOXES SHALL BE SECURELY FASTENED. ANY AND ALL IMPROPERLY INSTALLED PLASTER RINGS OR OUTLET BOXES SHALL BE REMOVED AND A NEW RING OR OUTLET INSTALLED AT THE CONTRACTOR'S EXPENSE.
- FOR TELEPHONE SYSTEMS:
 - PROVIDE GROUNDING FOR ALL TELEPHONE OUTLETS AND EQUIPMENT PER REQUIREMENTS OF THE TELEPHONE COMPANY.
 - COORDINATE INSTALLATION OF ALL TELEPHONE OUTLETS, RACEWAYS, ENCLOSURES AND BACKBOARDS WITH TELE. CO.
 - VERIFY LOCATION OF TELEPHONE SERVICE WITH TELEPHONE COMPANY. PROVIDE SERVICE CONDUIT TO BLDG. FROM SERVICE POINT PER TELCO. INSTRUCTIONS.
 - MARK TERMINATIONS OF TELEPHONE CONDUIT AS DIRECTED BY THE TELEPHONE COMPANY.
 - VERIFY LOCATION OF TELEPHONE SERVICE WITH TELEPHONE COMPANY PRIOR TO SUBMITTING BID.
 - USE EXTERIOR GRADE 3/4" PLYWOOD BACKBOARDS FOR MOUNTING TELEPHONE EQUIPMENT AND TERMINAL STRIPS. PAINT BOARD ALL SIDES AND EDGES WITH TWO COATS OF FLAT BLACK ASPHALT PAINT.
- FOR EMERGENCY EXIT SIGNS AND EMERGENCY BATTERY PACKS MAKE CONNECTION AHEAD OF ALL SWITCHES.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL DRAWINGS FOR AREAS BEING DEMOLISHED, VISIT THE SITE AND INCLUDE ALL NECESSARY MATERIAL AND LABOR TO PERFORM THE REQUIRED DEMOLITION.
- ELECTRICAL CONTRACTOR SHALL VISIT JOB SITE AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING ELECTRICAL, FIRE ALARM AND COMMUNICATIONS INSTALLATIONS AND MAKE PROVISIONS AS TO THE COST THEREOF. EXISTING CONDITIONS OF ELECTRICAL EQUIPMENT, LIGHT FIXTURES, ETC., THAT ARE PART OF THE FINAL SYSTEM SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO SUBMITTING HIS BID.
- ELECTRICAL DRAWINGS ARE SCHEMATIC. ALL DEVICES FINAL LOCATION SHALL BE COORDINATED IN THE FIELD. NO CHANGE ORDERS WILL BE ALLOWED DUE TO EQUIPMENT RELOCATION PER FIELD CONDITIONS. ALL INSTALLATIONS SHALL BE COORDINATED WITH ALL TRADES INCLUDING BUT NOT LIMITED TO STRUCTURAL AND ARCHITECTURAL PRIOR TO PERFORMING ANY WORK.
- CONDUCTORS/FEEDERS FOR BRANCH CIRCUITS SHALL BE SIZED TO PREVENT VOLTAGE DROP EXCEEDING 2 PERCENT/3 PERCENT AT THE FARTHEST OUTLET OF POWER. WHERE VOLTAGE DROP IS DETERMINED TO EXCEED THIS VALUE THE CONTRACTOR SHALL INCREASE THE SIZE OF CONDUCTORS AS REQUIRED.
- THE CONTRACTOR SHALL CONFORM WITH THE ELECTRICAL UTILITY COMPANY ANY AND ALL REQUIREMENTS SUCH AS: METERING EQUIPMENT REQUIREMENTS AND METERING EQUIPMENT LOCATION, TRANSFORMER SIZE AND LOCATION OR SERVICE POINT, CONDUIT ENTRY AND LUG SIZE RESTRICTIONS. THE CONTRACTOR SHALL SCHEDULE ALL REQUIRED DOWN TIME FOR THE OWNERS CONFIRMATION.
- CONTRACTOR SHALL COORDINATE WITH MECHANICAL DRAWINGS AND PROVIDE ALL NECESSARY CONTROL WIRING.
- ALL ELECTRICAL POWER WIRING FOR THE HVAC SYSTEM INCLUDING WIRING THRU LINE VOLTAGE CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.



DATA/PHONE DROP



ELECTRICAL EXISTING RISER
N.T.S.

ELECTRICAL SPECIFICATION

- SCOPE: FURNISH ALL LABOR AND MATERIALS NECESSARY FOR THE INSTALLATION OF THE COMPLETE ELECTRICAL SYSTEM AS SPECIFIED HEREIN AND INDICATED ON THE CONTRACT DRAWINGS.
- APPLICABLE CODES: THE INSTALLATION SHALL COMPLY WITH THE 2014 EDITION OF THE NATIONAL ELECTRICAL CODE, 2017 FLORIDA BUILDING CODE 6TH EDITION, 2017 FLORIDA FIRE PREVENTION CODE 6TH EDITION.
- MATERIALS AND SUBSTITUTIONS: THE CONTRACTOR SHALL SUBMIT A LIST OF ALL MAJOR EQUIPMENT AND FIXTURES TO THE ARCHITECT FOR REVIEW. NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT THE PERMISSION OF THE ARCHITECT IN WRITING. ALL EQUIPMENT SHALL BE NEW AND BEAR THE MANUFACTURER'S NAME AND TRADE NAME. ALL EQUIPMENT SHALL BE U.L. LISTED.
- PERMITS: CONTRACTOR SHALL PAY ALL REQUIRED FEES AND SHALL OBTAIN ALL NECESSARY PERMITS FOR INSTALLATION OF THE WORK.
- WORKMANSHIP: ALL WORK SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. EXPOSED CONDUITS AND/OR CABLES, WHERE PERMITTED, SHALL BE RUN PARALLEL AND AT RIGHT ANGLE TO MAJOR BUILDING CONSTRUCTION MEMBERS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EQUIPMENT AND DEVICES WITH THE ARCHITECT AT THE TIME OF INSTALLATION.
- CONDUIT SYSTEMS: CONDUIT SHALL BE EMT CONCEALED IN WALLS AND SUSPENDED CEILINGS AND EXPOSED IN UNFINISHED AREAS. EXTERIOR CONDUIT SHALL BE GALVANIZED RIGID STEEL. ALUMINUM CONDUIT SHALL NOT BE PERMITTED. MINIMUM SIZE CONDUIT SHALL BE 3/4". CONNECTIONS TO MOTORS AND OTHER VIBRATING EQUIPMENT SHALL BE MADE WITH LIQUID TIGHT FLEXIBLE METAL CONDUIT, TYPE "MC" METAL CLAD CABLE MAY BE USED WHERE PERMITTED BY APPLICABLE CODES.
- OUTLET BOXES: FOUR INCH SQUARE FOR SWITCHES AND RECEPTACLES AND FOUR INCH OCTAGONAL FOR LIGHTING FIXTURES, WITH APPROVED PLASTER RINGS AND COVERPLATES. WHERE MULTIPLE NUMBER OF SWITCHES OCCUR IN ONE LOCATION ON THE PLANS, PROVIDE A MULTI-GANG OUTLET BOX AND A COMMON COVERPLATE. PROVIDE BARRIERS WITHIN THE BOX AS MAY BE REQUIRED BY CODE.
- WIRE AND CABLE: TYPE THW, OR THWN, 600 VOLT AC, COPPER CONDUCTORS, COLOR CODED, WITH THE MINIMUM SIZE TO BE #12 AWG. WITH INSULATED GROUND, TYPE "MC" METAL CLAD CABLE MAY BE USED WHERE PERMITTED BY APPLICABLE CODES.
- WIRING DEVICES: "ARROW HART" OR APPROVED EQUAL, AS FOLLOWS: DUPLEX RECEPTACLE-#5362; GFI RECEPTACLE-#GFS342; 1P TOGGLE SWITCH-#1991; 3-WAY TOGGLE SWITCH-#1993. COVERPLATES SHALL BE PAINTABLE PLASTIC. EDGES OF PLATE SHALL MAKE FULL CONTACT WITH BOX AND COMPLETELY COVER WALL OPENING. ALL WATER FOUNTAINS, AND VENDING MACHINES SHALL HAVE GFCI TYPE RECEPTACLES AS PER NEC 422.51. ALL RECEPTACLES WITHIN 6 FEET OF WET BAR OR ANY SINK SHALL HAVE GFCI TYPE RECEPTACLES AS PER NEC 201.8.
- LIGHTING FIXTURES: AS SPECIFIED ON THE DRAWINGS, COMPLETE WITH LAMPS.
- PANELBOARDS AND CIRCUIT BREAKERS: PANELBOARDS SHALL BE SQUARE D TYPE "NODD" WITH THE SIZE AND NUMBER OF CIRCUIT BREAKERS AS INDICATED ON THE DRAWINGS. CIRCUIT BREAKERS SHALL BE BOLT-ON TYPE. PLUG-IN BREAKERS SHALL NOT BE PERMITTED. MULTI-POLE BREAKERS SHALL HAVE COMMON TRIP WITH INTEGRAL TRIP MECHANISM. HANDLE TRIP SHALL NOT BE PERMITTED. PANELBOARDS SHALL HAVE COPPER BUS WITH FULL CAPACITY NEUTRAL, WHERE SPACES AND/OR PROVISIONS ARE INDICATED, BUS ASSEMBLY SHALL EXTEND TO FULL LENGTH WITH ALL NECESSARY HARDWARE TO ACCOMMODATE CIRCUIT BREAKERS. PROVIDE TYPEWRITER DIRECTORY ON INSIDE OF DOOR. WHEN NEW WORK IS CALLED FOR IN EXISTING PANELBOARDS, NEW BREAKERS SHALL MATCH EXISTING AND DIRECTORY SHALL BE UPDATED TO REFLECT ANY CHANGES. ALL ELECTRICAL EQUIPMENT WILL BE LABELED TO INDICATE POTENTIAL ELECTRIC ARC FLASH HAZARDS AS PER NEC 110.16.
- GROUNDING: ALL SYSTEMS SHALL BE GROUNDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE AND ALL LOCAL CODES, THE UTILITY COMPANIES, SPECIAL SYSTEMS AND EQUIPMENT AS REQUIRED.
- EXISTING CONDITIONS: THE CONTRACTOR SHALL VISIT THE SITE AND CAREFULLY EXAMINE ALL EXISTING CONDITIONS THAT MAY AFFECT HIS BID.
- EXISTING ELECTRICAL INSTALLATION: ALL EXISTING ELECTRICAL WORK WHICH WILL NOT BE REMOVED, OBSOLETE AND WHICH MAY BE DISTURBED DUE TO ANY CHANGES REQUIRED UNDER THIS CONTRACT SHALL BE RESTORED TO ITS ORIGINAL OPERATING CONDITION. OTHER ELECTRICAL MATERIAL OR MATERIAL RENDERED OBSOLETE SHALL BE ABANDONED WHERE CONCEALED AND REMOVED WHERE EXPOSED. OLD UNUSED WIRING AND CONDUIT SHALL BE REMOVED FROM THE ABANDONED (CONCEALED) CONDUITS AND OUTLETS SHALL BE PROVIDED WITH BLANK COVERS, EXCEPT AS OTHERWISE SPECIFIED. ALL DISCONNECTED MATERIAL THAT IS NOT TO BE REUSED SHALL BE REMOVED FROM THE SITE.
- INTERUPTION OF SERVICE: THE CONTRACTOR SHALL NOT DISCONTINUE ANY ELECTRICAL SERVICE TO THE BUILDING WITHOUT FIRST OBTAINING APPROVAL FROM THE ARCHITECT AND OWNER.
- SCHEDULING OF WORK: THE CONTRACTOR SHALL ARRANGE WITH THE ARCHITECT FOR SCHEDULING OF WORK.
- COORDINATION AND REPAIR: WHERE EXISTING ELECTRICAL INSTALLATIONS INTERFERE WITH NEW WORK AND WHERE SUCH INSTALLATIONS ARE TO REMAIN IN USE, THE INSTALLATIONS SHALL BE DISCONNECTED AND RELOCATED AND/OR RECONNECTED TO COORDINATE WITH THE WORK INDICATED ON THE CONTRACT DRAWINGS AND AS SPECIFIED.
- WATERPROOFING: WHERE ANY WORK PIERCES WATERPROOFING, INCLUDING WATERPROOF CONCRETE AND/OR MASONRY EXTERIOR WALLS, CONTRACTOR SHALL PROVIDE ALL NECESSARY SLEEVES, CHALKING, AND FLASHING REQUIRED TO MAKE OPENINGS ABSOLUTELY WATER TIGHT.
- FIREPROOFING: OPENINGS AND PASSAGE OF CONDUITS THROUGH FLOOR SLABS AND FIRE RATED WALLS OR PARTITIONS SHALL BE SEALED WITH U.L. LISTED FIRE STOPPING METHODS TO MAINTAIN THE FIRE RESISTANCE RATING.
- EQUIPMENT IDENTIFICATION: EXCEPT WHERE OTHER MEANS OF IDENTIFICATION ARE SPECIFIED, PANELBOARDS, METERS, SAFETY SWITCHES, REMOTE CONTROL SWITCHES, AND MOTOR CONTROL PUSHBUTTON STATIONS SHALL BE IDENTIFIED WITH BLACK PHENOLIC NAMEPLATES WITH WHITE LETTERS, MINIMUM 1/4" HIGH, TO SHOW THE NAME AND NUMBER, IF ANY, OF THE EQUIPMENT CONTROLLED.
- TESTS: THE CONTRACTOR SHALL TEST ALL OF THE EQUIPMENT INSTALLED UNDER THIS CONTRACT AND DEMONSTRATE ITS PROPER OPERATION TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED LABOR, MATERIAL AND INSTRUMENTS FOR THE TESTS.
- OPERATING INSTRUCTIONS: UPON COMPLETION OF ALL WORK AND OF ALL TESTS, FURNISH THE NECESSARY SKILLED LABOR AND HELPERS FOR OPERATING ALL ELECTRICAL SYSTEMS AND EQUIPMENT IN ORDER TO INSTRUCT AND TRAIN THE OWNER'S REPRESENTATIVE IN THE OPERATION AND MAINTENANCE OF ALL EQUIPMENT FURNISHED.
- CONTRACTOR SHALL MAINTAIN AS-BUILT RECORD DRAWINGS DURING CONSTRUCTION. THESE AS-BUILT RECORD DRAWINGS SHALL BE SUBMITTED TO OWNER AND ENGINEER AT THE END OF PROJECT. ANY AS-BUILTS NEEDED FOR FINAL INSPECTIONS SHALL BE SUBMITTED TO ENGINEER (10) DAY PRIOR TO INSPECTION.

ALL LIGHTING FIXTURES ARE PURCHASE BY TENANT AND INSTALLED BY CONTRACTOR.

LIGHTING FIXTURE SCHEDULE

SYMBOL	DESCRIPTION	MOUNT	LAMP/LUMEN	MANUF.	CATALOG	VOLT	REMARKS	QUANTITY	WATTS	TOTAL WATTS
	2X4 LED TROFFER	LAY-IN	4800	LITHONIA	2GTL 4 48L GZ10 LP840	120	1	13	35	455

GENERAL NOTES:

- PROVIDE SUBMITTALS FOR ARCHITECTS/TENANTS REVIEW PRIOR TO ORDERING.
- CONFIRM COLOR AND SIDES REQUIRED WITH ARCHITECTURAL DRAWINGS.
- 0-10V DIMMING DRIVER
- PROVIDE FIXTURE WITH OCCUPANCY SENSOR. SET SENSOR TO TURN LIGHT OFF AFTER 10 MINS.
- CHAIN HUNG MOUNT @ 10'-0" A.F.F.
- PROVIDE OPTIONAL DIMMER REMOTE CONTROL
- GENERAL CONTRACTOR TO VERIFY QUANTITY OF LIGHT FIXTURES PRIOR TO BIDDING.



bd bach design
engineers

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CA#28826
Viet Bach Nguyen, P.E.
Florida License #69753

Date: _____

宋
Song + Associates

Architecture • Planning • Interior Design

1545 Centrepark Drive North
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Telephone: 561-655-2423
Fax: 561-655-1482

AA - 0003165 IB - 0001095

Seal: _____

Name: ROBERT M. CASTROMINCI

License #: AR98054

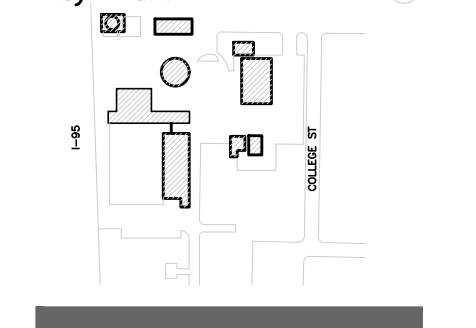
Consultants: _____

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CITY OF LAKE WORTH BEACH COMMAND CENTER



Key Plan:



Revisions:

No.	Description

Date: 07/22/2020

S+A Project No.: 19024

Owner Project No.: ---

Drawn By: SV

Checked By: RC

Phase: 100% CONSTRUCTION DRAWINGS

Sheet Title:

ELECTRICAL NOTE, DETAILS AND RISER

Sheet #:

E-3

City of Lake Worth Beach

IFB#22-114 Electrical System Operations Center

Bid Tab



			High Rock Builders, LLC	Bella Construction Corp.
ITEM #	DESCRIPTION	Lump Sum	TOTAL	TOTAL
1	Construction of the new Electrical System Operations Center	1	\$159,304.96	\$235,000.00
		Bid Form	Submitted	Submitted
		Unit Price Schedule (00300-5)	Submitted	Submitted
		Trench Safety Affidavit (003000-6)	Submitted	Submitted
		Schedule of Subcontractors (00300-7)	Submitted	Submitted
		Schedule of Suppliers, Equipment and Materials (00300-8)	Submitted	Submitted
		Sworn Statements Under Section 287.133(3)(a) (00300-9 and 00300-10)	Submitted	Submitted
		Drug Free Workplace Certification (00300-11)	Submitted	Submitted
		Veteran Business Enterprise, Small Business and/or Local Business Preference Claimed (00300-12)	Submitted	Submitted
		Bidders Qualifications Questionnaire (00310 thru 00310-5)	Submitted	Submitted
		Bidder met qualification requirement (Yes or No)	Yes	Yes
		Campaign Contribution Statement (00850-1 thru 00850-2)	Submitted	Submitted
		Scrutinized Companies Certification Form (00851-1)	Submitted	Submitted
		BID COMPLIANCE	Compliant	Compliant

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 29, 2022

DEPARTMENT: Electric Utility

TITLE:

Task Order No. 11 with E.C. Fennell, PA to provide engineering services

SUMMARY:

Task Order No. 11 with E.C. Fennell, PA is to provide engineering services to support the City of Lake Worth Beach at a cost not to exceed \$109,824.

BACKGROUND AND JUSTIFICATION:

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

This project includes providing engineering services to support the City of Lake Worth Beach. ECF will be providing full time engineering support one- eight-hour day per week and as needed throughout the rest of the week. ECF will also be identifying improvement possibilities for connections between circuits for reliability and constructability improvement. This project will include the engineering support for all on going Distribution Engineering projects in City of Lake Worth Beach territory as well as proposed projects in the future. ECF will assist with knowledge of Distribution Design processes, procedures and guidelines, and ability to design and review work for compliance with standards, accuracy, and appropriate cost. ECF will also assist with information review from all standards and project meetings including all data analysis and site visit entries. Summation of project Design Criteria for City of Lake Worth review and approval. Proposed final design according to designated design standards and procedures.

MOTION:

Move to approve/disapprove Task Order No. 11 with E.C. Fennell, PA to provide engineering services at a cost not to exceed \$109,824.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order No. 11

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	\$109,824		0	0	0
Net Fiscal Impact	\$109,824	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Budget Transfer Impact		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric Utility
Division	T & D
GL Description	Improve Other than Build / Infrastructure
GL Account Number	421-6034-531-63.15

Project Number	SH2219
Requested Funds	109,824

TASK ORDER NO. 11

Engineering services to support the City of Lake Worth Beach

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

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein and generally described as: **Engineering services to support the City of Lake Worth Beach**. (the "Project"). The Project is described in the consultant's proposal, dated November, 2022, and is attached hereto as Exhibit "1" and incorporated herein.

2.0 Scope

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

3.0 Schedule

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

4.0 Compensation

This Task Order is issued for a time and expense, not to exceed amount of **\$109,824**. The attached proposal identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Tarek El-Sadek, phone: 561-471-4029 x 247; email: elsadek@ecfconsultants.com; and, the Project Manager for the City is Ashley Sirdar, phone: 561-586-1694; email: Asirdar@LakeWorthBeachfl.gov.

6.0 Progress Meetings

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

7.0 Authorization

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

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order No. 11 on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: E.C. Fennell, PA

[Corporate Seal]

By: Jolie Gonzalez
Print Name: Jolie Gonzalez
Title: Director Distribution

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 15 day of November, 2022, by Jolie Gonzalez, who was physically present, as Director (title), of E.C. Fennell, PA, a Florida Corporation, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

[Signature]
Print Name: _____
My commission expires: _____



Joseangel Gonzalez
Comm. # GG925527
Expires: October 23, 2023
Bonded Thru Aaron Notary

EXHIBIT "1"
Contractors Proposal



City of Lake Worth Beach Engineering Proposal

Project Description

This project includes providing engineering services to support the City of Lake Worth Beach. ECF will be providing full time engineering support one- 8 hour day per week and as needed throughout the rest of the week. ECF will also be identifying improvement possibilities for connections between circuits for reliability and constructability improvement.

Scope of Work

This project will include the engineering support for all on going Distribution Engineering projects in City of Lake Worth Beach territory as well as proposed projects in the future. All requests to ECF are to be sent in a written request prior to any services. Work will not be invoiced to this PO for any work that has an existing PO. ECF will assist with knowledge of Distribution Design processes, procedures and guidelines, and ability to design and review work for compliance with standards, accuracy, and appropriate cost. ECF will also assist with project management and design for storm hardening to 145 mph criteria and ensure that construction standards that are provided by the City of Lake Worth Beach will be applied during the design of all projects and will meet NESC guidelines. ECF will provide engineering support during construction.

Below is a breakdown of the tasks provided:

Assists in overseeing the execution of the turnkey and non-turnkey engineering designs throughout the design process and to protect the City of Lake Worth Beach's interests by ensuring that the design team is adhering to the program specifications, design guidelines and standards for all assigned projects.

Design Project Guidelines

ECF will review these guidelines for ECF projects as well as all Lake Worth Beach distribution engineering projects.

Projected Deliverable(s):

- Design Criteria
- Construction Drawing 60%, 90%, 100%, IFC
- Estimated hours (monthly breakdowns)
- Project construction Estimates (both materials and labor)

Information review from all standards and project meetings including all data analysis and site visit entries. Summation of project Design Criteria for City of Lake Worth review and approval. Proposed final design according to designated design standards and procedures.

Guarantee scope and Design Criteria is up to standard and properly approved by City of Lake Worth. Will



provide detailed base design for engineering and ECF will provide continuous updates throughout life of the project.

Below is the summary of activities for the overhead Feeder Design

3-A Drafting department to create background drawing from GIS system or existing CAD drawings

3-B Field Investigator to gathering the following information

- Pole location
- Pole type
- Span distance
- Heights attachments when applicable
- Framing
- Equipment on pole -Including franchise utilities, quantity, estimated size and type
- Accessibility

3-C Consolidate and process Data-from field and CLWB

3-D Conceptual Design to show in construction drawing all below grade utilities show on the Sunshine design ticket within 10 ft radius of proposed pole location.

3-E Conceptual Design Approval/CLBW

3-F Engineering Design

- Calculate load
- Determine wind loading using Pole Foreman
- Research equipment to provide recommendations to CLWB
- CLWB will provide equipment list of pole line hardware and materials. ECF to supplement with any additional materials needed to complete the project.
- Research environmental restrictions as to location of cable and depth
- Review lightning protection (LA) and add where needed
- Apply applicable CLBW standards
- Inventory material
- Create construction drawing and notes

3-G Add/modify construction framing standards as required to complete the project. CLWB to provide current framing and UG standards in CADD for review/reference.

3-H Provide pole bore sheets for each Ductile Iron or Concrete pole required to complete the project.

3-I Provide specifications for construction

3-J ECF to provide complete inventory list of materials required to complete the project. CLWB to provide list of approved/stocked materials to be utilized during construction.

Expectations:



- CLWB to provide load data and GIS information
- ECF will incorporate all City of Lake Worth's standards when possible and follow ECF protocol and standards at all times.
- CLWB to provide current construction standards

Construction & Permitting:

ECF will also assist with construction and permitting for ECF projects as well as all Distribution projects

Projected Deliverable(s):

- ECF will meet all possible overhead/underground construction standards for City of Lake Worth and ECF guidelines.
- All standards will be up to date and reflect current systems.
- Will maintain an updated log of all key milestones and action items and answer all questions with pre-construction meetings.

5-A ECF will initiate and attend Pre-construction meeting to answer all questions and ensure all standards are being planned for and met.

5-B ECF to provide a 4 hours a week for the length of construction of each circuit to provide engineering support during construction. This will be answering engineering questions or RFIs.

5-C Review and update City of Lake Worth Beach's construction standards for overhead pole top, equipment construction, guying and anchoring construction, grounding and arresters construction, secondary and services construction as required.

5-D Review project permits and determine/crosscheck as needed. Identify additional agencies or utilities that require permits from other agencies during construction.

5-E Create list of items of material items projected to be required for each phase of project. Listed by structure type, description identification, manufacturer and catalog number or proper specifications required. Quantity estimates of all items required with appropriate projections applies to allow for any possible breakage or loss per classified material which will be up to standards and forwarded to City of Lake Worth accordingly.

5-F ECF will generate associated drawings required during the construction phase of project meeting CLWU and ECF standards as fit.

5-G All objectives established for project will be met to highest quality. ECF will assure this by collecting project-related data throughout the life of the project including, design and structure criteria, supporting calculations and equipment sizing. Which can and will be submitted to CLWU if asked or needed.



5-H Design and construction reviews will be compiled including preliminary plan drawings, design criteria and supporting data and calculations. All reviewed comments will be addressed and any changes needed will be incorporated.

5-I Completed Construction Follow ups of updated construction drawings with any additional changes that happened throughout life of project. Along with any additional assistance needed for close-out documentation of project with incorporated record drawings.

Expectations: CLWB will provide prompt communication regarding RFI's that come from the construction contractor

Cost Estimate 8/1/2022-7/31/2023

Engineering Assistance	People	Hours	Total
Physically sit at the City of Lake Worth Beach once a week (Friday)	1	416 * \$132	\$54,912
Available on an as-needed basis for questions and consultation		416 * \$132	\$54,912
Total Cost NTE			\$ 109,824

Job Requirements

The Engineering Specialist plays a large role in the pre-construction phase of projects, which includes functions such as providing feedback to the design team and required, and reviewing the quality of the construction and permit drawings, supporting the Project Managers with engineering designs and systems questions.

Qualification:

- Solid knowledge of Distribution Design processes, procedures and guidelines, and ability to review work for compliance with standards, accuracy, and appropriate cost.
- Ability to effectively communicate with a wide-ranging group of people including but not limited to Project Managers, Design Standard Group, Distribution Planners, and other project stakeholders.
- Capable to confer with other groups in order to provide technical support to the turnkey and non-turnkey design groups.
- Intermediate to Advanced excel skills are preferred but not required.

Functions included:

- Provide support to the project Managers with the generation of the Jor Order, assignment of the work to the appropriated design team lead.
- General reporting to Management



- Provide weekly and monthly updates
- Assist with all inquiries, concerns and design scope changes.
- Review design scope changes with management
- Review and approve conceptual and preliminary designs
- Review permit drawings and ensure all required notes and information as required by the agency meet the agency requirement.
- Redline preliminary design with engineer feedback and send back to designer
- Assist in investigating systematic design quality issues and determine the nature and root cause of the problem. Properly document engineering-related design problems and resolutions.

Other duties include:

- Project evaluation, feasibility, and reviews
- Review projects feasibility with Engineering Lead and designer prior to the completion of the preliminary design.
- Attend Pre-construction meetings as required
- Ensure that the design is done well and within applicable standards
- Ensure design comments are addressed in a timely manner
- Ensure non-turnkey designers are properly documenting delays
- Provide technical and functional support as needed to the Project Managers as needed
- Monitor designs compliance with program specifications, scope, guidelines, and standards.
- A high-level review of completed design.
- Inspects the completed design, timelines, and other deliverables produced to support the project(s).
- Provide feedback and coaching when necessary.

Expectations for Design Review

- Ensure design quality meets CLWB design standard and program expectations.
- Review Permit Drawings and Documents and ensure designers are providing quality permit drawings for permit application.
- Provide clear and concise guidance and feedback to designers and COS as needed
- Markup any issues
- Ask Questions & get answers.
- Return comments to engineer vendor and request specific action
- Confirm actions taken regarding comments
- Log comment.

Typical Engineering Calculations to Understand

- Voltage Drop and Flicker
- Cable Pull Software Used
- Pole Forman
- Visio
- AutoCad (not required but preferred)



- Microsoft office

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 29,2022

DEPARTMENT: Electric

TITLE:

Purchase Order to Altec Industries, Inc. for Electric Utility Line Trucks and Equipment

SUMMARY:

The Purchase Order authorizes Altec Industries, Inc. (Altec) to provide Electric Utility Line Trucks and Equipment to the City under the current Altec Agreement. The Altec Agreement will piggy back off the Sourcewell formerly known as National Joint Purchase Alliance (NJPA) contract to provide public utility equipment with related accessories and supplies for the Electric Utility Department at a cost not to exceed \$880,000. The FY23 appropriated electric capital improvement program will fund \$300,000 and the 2022 bond series will fund the remaining amount of \$580,000.

BACKGROUND AND JUSTIFICATION:

In March of 2018, Sourcewell, formerly known as the National Joint Powers Alliance (NJPA) released an RFP for Public Utility Equipment with Related Accessories and Supplies. NJPA awarded the contract to Altec Industries Inc. based on competitive pricing, product and services for a term of four years ("Sourcewell Contract").

On April 2, 2019, the City entered into an agreement with the Contractor piggybacking the Sourcewell Contract("Agreement"). Since the original award, Sourcewell and the Contractor have amended the Sourcewell Contract to extend the term to March 14, 2023.

On April 13, 2022, the City approved amending the Agreement to renew and extend the Agreement for one additional year until March 14, 2023.

Under the current Agreement, the Electric Utility Department seeks to purchase additional Utility Line trucks and equipment as Altec offers a turn-key solution for a combination of equipment/products and services that provide a single price for equipment/products, delivery, and installation to a properly operating status.

The Electric Utility is requesting (1) AM55 bucket truck, (2) AT37 bucket truck and (1) DB41 tracked backyard machine. The new equipment will be utilized by City Electrical Utility Line staff to maintain existing and erect new infrastructure for the electrical transmission and distribution systems at a cost of \$880,000.

MOTION:

Move to approve/disapprove Purchase Order to Altec Industries, Inc. to provide Electric Utility Line Trucks and Equipment to the City at a cost not to exceed \$880,000.

ATTACHMENT(S):

Fiscal Impact Analysis
Quotes from Altec

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	\$880,000	0	0	0	0
Net Fiscal Impact	\$880,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric Utilities
Division	Transmission and Distribution
GL Description	Machinery & Equipment / Vehicles
GL Account Number	421-6034-531.64-30
Project Number	EL2300 (\$300,000) & EQ2202 (\$580,000)
Requested Funds	\$880,000



Quote Number: 597732
 Opportunity Number: 1370549
 Sourcewell Contract #: 012418-ALT
 Date: 11/10/2022

Quoted for: City of Lake Worth
Customer Sourcewell ID# 27420
Phone: / **Email:**

Quoted by: David Paige
Phone: 816-236-1259 / **Email:** david.paige@altec.com
Altec Account Manager: Jenny Carlson

REFERENCE ALTEC MODEL	Sourcewell Price
AM55 Overcenter Aerial Device with Material Handling (Insulated)	\$224,097

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AM55-WESR	Extended Side Reach (With X-Frame Primary Outriggers)	\$6,787
2	AM55-AWD	All Wheel Drive	\$25,447
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	\$701
2	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	\$887
3	BK	WATER CASK (Includes Bracket)	\$356
4	INTRR	Integral reel rack - pocket mount/spindle (Up to three (3) reel racks can be included)	\$767
5	RW1	Rear Window Guard, Mounted To Boom Rest	\$461
6	CH	Cone Holder, Fold Over Post Style	\$345
7	CH	Cone Holder, Fold Over Post Style	\$345
8			
SOURCEWELL OPTIONS TOTAL:			\$260,193

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY	11' Ladder Rack (Min 20"W x 9"H) / Six D-Rings in cargo floor / Four Plastic (composite) boxes	\$6,930
4	BODY & CHASSIS ACC	Hook Rail on rear window guard with 4 hooks / Rear SS Cable Steps w/ Grab handle	\$1,192
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS	Custom chassis options	\$0
8	OTHER		\$0
OPEN MARKET OPTIONS TOTAL:			\$8,122

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$268,315
Delivery to Customer at \$2.20 / mile: \$3,300

TOTAL FOR UNIT/BODY/CHASSIS: \$271,615

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than **59-62** months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: St. Joseph, MO

Quoted for: CITY OF LAKE WORTH
Customer Contact: Mike Jenkins
Phone: (561) 889-5140 / **Email:** mjenkins@lakeworth.org

Quoted by: Vickie Bell
Phone: 816-236-1264 / **Email:** vickie.bell@altec.com
Altec Account Manager: Jenny Carlson

REFERENCE ALTEC MODEL		Sourcewell Price
DB41	41' Digger Derrick - Tracked Backyard	\$245,648

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	DB41-TRLR	Trailer for base model	\$21,422
2	DB41-IMHJ	Isolating Material Handling Jib with Winch (for Use in Platform)	\$4,833
3	DB41-NMGT	Non-Marking "Gray Tracks"	\$1,244
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	DEL-TRLR	Delivery other than standard drive away service per mile (delivery on trailer)	\$8,495
2			
3			
4			
5			
6			
7			
8			
SOURCEWELL OPTIONS TOTAL:			\$281,642

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY		\$0
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS		\$0
8	OTHER	Discount from 2027 Model Year to 2024 Model Year	-\$50,229
OPEN MARKET OPTIONS TOTAL:			-\$50,229

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$231,413
Delivery to Customer: \$0
TOTAL FOR UNIT/BODY/CHASSIS: \$231,413

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 16-18 months ARO, Subject to Stock Availability, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: ST. JOSEPH, MO

Quoted for: City of Lake Worth - Sourcewell Member ID 27420

Quoted by: Nadine Stacey
 Phone: / Email: (270) 505-1536, nadine.stacey@altec.com
 Altec Account Manager: Jenny Carlson

REFERENCE ALTEC MODEL		Sourcewell Price
AT37G	Articulating Telescopic Aerial Device (Insulated)	\$161,317

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT37G-ISO	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	\$5,746
2	AT37G-US40	40' Boom Height (AT40-G) MUST quote ISO option	\$3,264
3	AT37G-AWD	All Wheel Drive	\$6,739
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	spot4	SIX (6) POINT STROBE SYSTEM (LED)	\$1,220
2	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	\$1,066
3	ISG	Inverter Storage Inside of Body Compartment with Guard	\$866
4	DLB2	Directional Light Bar (Amber, 47"L, Super-LED)	\$2,254
5			
6			
7			
8			
SOURCEWELL OPTIONS TOTAL:			\$182,471

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY		\$0
4	BODY & CHASSIS ACC	Storage Box, Wire Reel Holder, Inverter Storage, and Flat Ladder Rack	\$5,350
5	ELECTRICAL	1200W Inverter, 120V Outlet	\$2,694
6	FINISHING		\$0
7	CHASSIS	MY 2026 Dodge 5500 4x4 w/ Backup Camera, PEG and Running Boards ILO Stock F5500 4x2	-\$9,999
8	OTHER		-\$7,565
OPEN MARKET OPTIONS TOTAL:			-\$9,521

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$172,950
Delivery to Customer: \$2,310
TOTAL FOR UNIT/BODY/CHASSIS: \$175,260

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		Ext Warranty Travel, Labor, Mat., Expense - 5 Year	\$5,200
2		Ext Warranty Travel, Labor, Mat., Expense - 7 Year	\$7,400
3			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than **47-50** months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Mt. Airy, NC.

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 29, 2022

DEPARTMENT: Electric Utility

TITLE:

Agreement with Dis-Tran Packaged Substations for goods and services for prefabricated steel packaging

SUMMARY:

The Agreement authorizes Dis -Tran Packaged Substations, to provide goods and services for the prefabricated steel packaging at a cost not to exceed \$1,441,900. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020 and May of 2022.

BACKGROUND AND JUSTIFICATION:

The City issued Invitation for Bid #22-115 for supply of Prefabricated Steel Packaging (hereinafter "IFB") for City of Lake Worth Beach Electric Utility Canal Distribution Substation., which IFB is incorporated by the reference into the Agreement.

The steel structures for the canal distribution station including all bus work, switches, jumpers, and accessories. These structures are prefabricated in a controlled remote location to all industry standards and provide a packaged solution including delivery and installation of the steel structures and components attached. The packaged solution will reduce overall construction costs and speed up the installation time of the structures from many weeks to just a day or less on-site. Additionally, the off-site controlled environment improves quality for metalworks and safety of all personnel in comparison to typical on-site construction.

MOTION:

Move to approve/disapprove the agreement with Dis -Tran Packaged Substations to provide goods and services at a cost not to exceed \$1,441,900.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement
Bid Tab

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	\$1,441,900	0	0	0	0
Net Fiscal Impact	\$1,441,900	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

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

Budget Transfer Impact		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric
Division	
GL Description	Improve Other than Build/ Infrastructure
GL Account Number	421-6034-531-63-15
Project Number	SH2113
Requested Funds	\$1,441,900

**AGREEMENT FOR GOODS AND SERVICES
(Prefabricated Steel Packaging)**

THIS AGREEMENT FOR GOODS AND SERVICES (“Agreement”) is made on this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation (“CITY”) with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **DIS-TRAN Packaged Substations**, a Delaware corporation with its principal office located at 4725 Hwy 28 E. Pineville, LA 71360 (“CONTRACTOR”).

RECITALS

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

WHEREAS, the CITY issued Invitation for Bid #22-115 for supply of Prefabricated Steel Packaging (“IFB”) for City of Lake Worth Beach Electric Utility Canal Distribution Substation., which IFB is incorporated by the reference into this Agreement; and

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

WHEREAS, the CITY requested minor changes in CONTRACTOR’s specifications and the CONTRACTOR submitted a revised bid; and

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

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

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

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

1. TERM

1.1 The term shall commence upon the approval of this Agreement by the City Commission and the CITY’s issuance of a Notice to Proceed. The CONTRACTOR agrees to provide all goods and services required under this Agreement as per the terms and timelines provided in the IFB.

2. SPECIFICATIONS

2.1 The specifications set forth in the IFB details the prefabricated steel packaging to be provided to the CITY. The CONTRACTOR’s bid specifications, attached hereto as **Exhibit “A”** and incorporated herein, set forth further details for the furnishing of full engineering design,

procurement, preassembly, testing, delivery, and onsite assembly of multiple sections of prefabricated steel packaging for a 26.4kV distribution substation for the City's Electric Utility.

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

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

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

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

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

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

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

4. MATERIALS

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

5. FEE AND ORDERING MECHANISM

5.1 The CITY shall utilize a City Purchase Order for the ordering of the prefabricated steel packaging under this Agreement; however, the terms and conditions of the City Purchase Order shall not apply.

5.2 Should the CITY require additional goods and services, which additional goods and services are not included in this Agreement (but authorized by the IFB), the CITY and CONTRACTOR will prepare and execute a written amendment setting forth the additional goods

and services and the total cost for the same prior to any such additional goods or services being provided by the CONTRACTOR.

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

6. MAXIMUM COSTS

6.1 The CITY shall compensate the CONTRACTOR in accordance with the CONTRACTOR's bid prices, which are attached hereto and incorporated herein as **Exhibit "A"**. The total cost to be paid by the CITY to the CONTRACTOR shall not exceed \$ 1,441,900.00 (One Million Four Hundred Forty-One Thousand Nine Hundred Dollars). Since additional items and costs may be necessary to complete the scope of work identified in the CONTRACTOR's bid, the CITY's Electric Utility Director or designee is authorized a contingency amount of no more than \$20,000 (Twenty Thousand Dollars) to complete the scope identified in the CONTRACTOR's bid. Use of the contingency amount must be pre-approved in writing by Electric Utility Director or designee before any additional costs are added to the CONTRACTOR's proposal and before the CITY is responsible or liable for payment of any sums from the contingency amount to the CONTRACTOR.

7. INVOICE

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

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

8. AUDIT BY CITY

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

9. COPIES OF DATA/DOCUMENTS

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

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

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

12. DEFAULTS, TERMINATION OF AGREEMENT

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

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

12.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or

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

13. INSURANCE

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

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

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

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

14. WAIVER OF BREACH

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

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent

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

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

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

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

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

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

17. ASSIGNMENT

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

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

18. SUCCESSORS AND ASSIGNS

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

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

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

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

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

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

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

DIS-TRAN Packaged Solutions
Attn: Laine Stoute
4725 Hwy 28 E.
Pineville, LA 71360

23. SEVERABILITY

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

24. DELAYS AND FORCES OF NATURE

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

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

25. COUNTERPARTS

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

26. PUBLIC ENTITY CRIMES

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

27. PREPARATION

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

28. PALM BEACH COUNTY INSPECTOR GENERAL

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

29. ENFORCEMENT COSTS

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

30. PUBLIC RECORDS

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

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.

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

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

31. COPYRIGHTS AND/OR PATENT RIGHTS

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

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

33. FEDERAL AND STATE TAX

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

34. PROTECTION OF PROPERTY

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed

necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

35. DAMAGE TO PERSONS OR PROPERTY

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

36. WARRANTY

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

37. SCRUTINIZED COMPANIES

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

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

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

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

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

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

38. E-VERIFY

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

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

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

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

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

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

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

39. SURVIVABILITY

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services for prefabricated steel packaging on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **DIS-TRAN Packaged Substations**

By: [Signature]
Print Name: David Ducate
Title: Commercial VP

[Corporate Seal]

STATE OF Louisiana
COUNTY OF Parish of Rapides

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 9th day of November 2022, by David Ducate, as the Commercial Vice-President [title] of **DIS-TRAN Packaged Substations** a Delaware corporation, who is personally known to me or who has produced drivers license as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Kristal K. Ducote #58272
Notary Public Signature

Notary Seal

Exhibit "A"

Contractor's Bid Prices and Specifications (5 pages total)



27kV Canal Distribution Substation
Lake Worth Utilities
Lake Worth Utilities
FL

Origination Date: 10/21/2022
Proposal No: 104328A

Item	Qty	UOM	Description	MFG	MFG Part Num
EQUIPMENT & MATERIALS					
K5	2	EA	STA SERV, FUSED DISCONNECT SWITCH, 34.5KV, 200KV BIL, 100A, MINDCORE EPF341B WITH PE34003 FUSE ELEMENTS ***** EPFIV34100 - Expulsion Power Fuse Assembly Model: EPF expulsion power fuse type Maximum rated Voltage: 38kV BIL: 200kV Fuse Holder: 100A Icc: 25kA rms Insulator: 2 x TR210 Hook stick operated Fuse link replacement 34kV - 3A type E 2 - 3A fuses - for EPF-341B	Mind Core Technologies	EPF341B W/ PE34003
K7	7	EA	26KV POTENTIAL TRANSFORMER FUSED DISCONNECT SWITCH, 34.5KV, 200KV BIL, 100A, MINDCORE EPF341B WITH 1A CURRENT LIMITING FUSE ELEMENTS. ***** EPFIV34100 - Expulsion Power Fuse Assembly Model: EPF expulsion power fuse type Maximum rated Voltage: 38kV BIL: 200kV Fuse Holder: 100A Icc: 25kA rms Insulator: 2 x TR210 Hook stick operated Fuse link replacement 34kV - 1A type E 7 - 1A fuses - for EPF-341B	Mind Core Technologies	EPF341B
K8	78	EA	SWITCH, DISC, CU, 34KV, 1200A, CLEVELAND PRICE C102A320G11-LC0-C ***** **Cleveland price changed part number to "C102A230G11" instead of "C102A320G11" Outdoor disconnect switch, type LCO-C, single pole, hookstick operated, rated 34.5 kV, 1200 Amp. , 61 kA momentary, 200 kV BI All copper switch featuring: <ul style="list-style-type: none"> • Vertically mounted pole units • 90° blade stop • TR-210 gray station post insulators(fully assembled) • Silver-plated hinge and jaw contacts • Tin-plated terminal pads 	Cleveland Price Inc.	C102A230G11-LC0-C
K10	39	EA	ARRESTER, SURGE, 27KV, RISER POLE CLASS, 22KV MCOV, MACLEAN ZSP0027-4231	Maclean	ZSP0027-4231



K12	7	EA	34.5KV/120V POTENTIAL INSTRUMENT TRANSFORMER, ABB TYPE V0G-2B, #E-923A652G06 ***** REQUESTED PART NUMBER (E-923A652G06) DOES NOT EXIST. DTPS IS QUOTING ABB # VOG-20B; E-923A652G02. 20. E-923A652G02 - VOG-20B, OUTDOOR application, 200 kV BIL, Nominal system voltage: 34.5, Connection type: LINE-GROUND, Primary voltage: 19920/34500GY, Secondary voltage: 120, Ratio: 166:1, Accuracy: 0.3Y, RVF: 1.9, Thermal rating: 1500 VA, Frequency: 60 Hz, Notes: REPLACEMENT FOR VOY-20G HCEP E-9629A74G14 AND POLYURETHANE 9629A74G14, Material: HCEP	ABB, Inc.	VOG-2B, #E-923A652G02
K13	210	EA	STATION POST INSULATOR,34.5KV, 200kV BIL, STANDARD STRENGTH, SILICON, MACLEAN CAT. NO. NPP20XG15S *SWITCH INSULATORS NOT INCLUDED IN QUANTITY*	Maclean	NPP20XG15S
K14	36	EA	SWITCH DISC, CU, 34KV 2000A, CLEVELAND PRICE C102A230G12-LCO-C ***** **** Outdoor disconnect switch, type LCO-C, single pole, hookstick operated, rated 34.5 kV, 2000 Amp. , 100 kA momentary, 200 kV BI All copper switch featuring: <ul style="list-style-type: none"> • Vertically mounted pole units • 90° blade stop • TR-210 gray station post insulators(fully assembled) • Silver-plated hinge and jaw contacts • Tin-plated terminal pads 	Cleveland Price Inc.	C102A230G12-LCO-C
BUS FITTINGS & CONNECTORS					
B2	12	EA	ALUMINUM WELDED TERMINAL CONNECTOR FOR DUAL (2) 1431 ACSR CONDUCTOR *For 1431 ACSR 45/7	Travis Pattern & Foundry, Inc.	18-787
B3	600	EA	5 INCH ALUMINUM BUS, SCHEDULE 40 SPS, 6063-T6.	TW Metals Inc.	
B7	48	EA	END PLUG FOR 5 INCH ALUMINUM BUS, SCH 40	Travis Pattern & Foundry, Inc.	18-1297
B9	6	EA	ALUMINUM GROUNDING STUD CONNECTOR FOR 5 INCH ALUMINUM BUS	Travis Pattern & Foundry, Inc.	18-1280-WR
B9.1	42	EA	BRONZE, BOLTED GROUNDING STUD FOR 350-1000 KCMIL CU CABLE	Sefcor, Inc.	BCGS-34
B10	80	EA	2 1/2 INCH ALUMINUM BUS, SCHEDULE 40 SPS, 6063-T6	TW Metals Inc.	
B11	600	EA	CONDUCTOR, 795 ACSR , SOUTHWIRE OR APPROVED EQUIVALENT *For Dampning Cable*	Champion Wire	
B12	18	EA	ALUMINUM WELDED TERMINAL FOR 5 INCH ALUMINUM BUS TO NEMA 4 HOLE PAD, 4" 4-HOLE NEMA PAD	Travis Pattern & Foundry, Inc.	18-136-CFE
B14	51	EA	ALUMINUM WELDED TEE, 5 INCH ALUMINUM BUS TO 4", 4-HOLE PAD	Travis Pattern & Foundry, Inc.	18-642-WR



27kV Canal Distribution Substation
Lake Worth Utilities
Lake Worth Utilities
FL

Origination Date: 10/21/2022
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B16	6	EA	ALUMINUM WELDED TEE CONNECTOR FOR ONE 5 INCH MAIN BUS TO TWO 2 1/2"-TAP BUSES,	Travis Pattern & Foundry, Inc.	18-394-15
B17	12	EA	ALUMINUM WELDED TEE CONNECTOR FOR 5 INCH MAIN BUS TO 15°, 2 1/2" TAP BUS	Travis Pattern & Foundry, Inc.	18-303-15
B18	310	EA	CONDUCTOR, 1431 ACSR (45/7), SOUTHWIRE OR APPROVED EQUIVALENT	Champion Wire	
B23	12	EA	ALUMINUM WELDED TERMINAL CONNECTOR, FOR USE WITH 1 ITEM B18 *SINGLE1431 ACSR 45/7*	Travis Pattern & Foundry, Inc.	18-724
B25	6	EA	ALUMINUM WELDED TEE CONNECTOR 2 CABLE TO 4 HOLE NEMA PAD. FOR USE WITH 2 ITEM B18 *FOR DUAL 1431 ACSR 45/7*	Travis Pattern & Foundry, Inc.	110-123-CSTD-4
B34	1200	EA	ALUMINUM ANGLE, 3-1/2" X 3-1/2" X 1/4"	Aluminum & Stainless	
B35	35	EA	3/8 X 3" X 20'L ALUM BAR *35 Pcs of 20' bar or 700' total*	Aluminum & Stainless	
B36	24	EA	BRONZE STRAIGHT BOLT TERMINAL, 1 CABLE TO 2-HOLE PAD, 1/0 TO 500MCM CU CABLE, TINNED, ANDERSON CAT. NO. SWH050B2 OR APPROVED EQUAL	Anderson (AEC)	SWH050B2
B37	108	EA	BRONZE STRAIGHT BOLT TERMINAL, 1 CABLE TO 4 INCH, 4-HOLE PAD, 4/0 TO 1000MCM CU CABLE, TINNED, ANDERSON CAT. NO. SWH100D OR APPROVED EQUAL	Anderson (AEC)	SWH100D
B38	1700	EA	CONDUCTOR, 1000KCMIL CU, SDB. 19 STR, SOUTHWIRE OR APPROVED EQUAL **QUOTING 61 STRAND**	Nehring	
B39	168	EA	BRONZE STRAIGHT BOLT TERMINAL, 2 CABLES TO 4 INCH, 4-HOLE PAD, 4/0 TO 1000MCM CU CABLES, TINNED, ANDERSON CAT. NO. SWHD100D OR APPROVED EQUAL	Anderson (AEC)	SWHD100D
B40	66	EA	BRONZE STRAIGHT BOLT TERMINAL, 1 CABLE TO 4 INCH, 4-HOLE PAD, 1/0 TO 500MCM CU, TINNED, ANDERSON CAT. NO. SWH080D OR APPROVED EQUAL	Sefcor, Inc.	FNCT-20H-4B
B41	330	EA	CONDUCTOR, #2 AWG CU, SDB SOUTHWIRE OR APPROVED EQUAL	Nehring	
B42	450	EA	CONDUCTOR, 350 KCMIL CU, SDB, SOUTHWIRE OR APPROVED EQUAL	Nehring	
B46	40	EA	BRONZE BOLTED, TEE, 250-1500MCM CU MAIN TO #4-250MCM TAP, ANDERSON CAT. NO. TCC8150025, OR APPROVED EQUAL	Anderson (AEC)	TCC8150025
B47	24	EA	BRONZE BOLTED, TEE, 250-1500MCM CU MAIN TO 1/0 SOL.-500MCM TAP, ANDERSON CAT. NO. TCC8150050, OR APPROVED EQUAL	Anderson (AEC)	TCC8150050
B48	6	EA	ALUMINUM WELDED TEE, 5 INCH, SCH 40 ALUMINUM BUS TO 2-HOLE PAD,	Travis Pattern & Foundry, Inc.	18-640-WR
B50	46	EA	CONN, BRZ, 2 HOLE PAD TO #2 AWG CU, TINNED, ANDERSON CAT. NO. SWL022B OR APPROVED EQUAL	Anderson (AEC)	SWL022B
B51	78	EA	ALUMINUM SLIP/RIGID BUS SUPPORT FOR 5 INCH ALUMINUM BUS TO INSULATOR, 3" B.C.,	Sefcor, Inc.	ASTI-67-3
STEEL STRUCTURES					



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A6	2	EA	27KV FOUR BAY FEEDER STRUCTURE/OPERATING BUS SUPPORTS WITH MOUNTING FOR FEEDER PT'S	Steel Fabricator	APPX WT = 22,000 LBS EA
A7	2	EA	27KV 4 BAY FEEDER/INSPECTION BUS SUPPORTS	Steel Fabricator	APPX WT = 22,000 LBS EA
A9	3	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (LOW)	Steel Fabricator	APPX WT = 1,100 LBS EA
A10	2	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (HIGH) BUS HEIGHT 26' 7"	Steel Fabricator	APPX WT = 1,300 LBS EA
A11	6	EA	27KV REACTOR SUPPORT	Steel Fabricator	APPX WT = 1,100 LBS EA
A12	2	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (HIGH) FOR BREAKER DISCONNECTS, BUS HEIGHT 26' 7"	Steel Fabricator	APPX WT = 2,000 LBS EA
A13	2	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (LOW) WITH STATION SERVICE PROVISIONS, BUS HEIGHT 22' 7"	Steel Fabricator	APPX WT = 1,600 LBS EA
A14	2	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (HIGH) WITH 27KV TERMINATORS, BUS HEIGHT 26' 7"	Steel Fabricator	APPX WT = 1,800 LBS EA
A15	3	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (LOW) WITH 27KV TERMINATORS, BUS HEIGHT 22' 7"	Steel Fabricator	APPX WT = 1,550 LBS EA
A16	4	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (LOW) FOR BREAKER DISCONNECTS, BUS HEIGHT 22' 7"	Steel Fabricator	APPX WT = 1,800 LBS EA
A17	2	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (LOW) FOR CAP BANK PT'S, BUS HEIGHT 22' 7"	Steel Fabricator	APPX WT = 2,000 LBS EA
SM	1	EA	50' SHIELD MAST FOR CAP BANK LOCATION PER DRAWING CDS-138-STR-009-1 *OTHER STATIC MAST IN YARD PROVIDED BY OTHER PER RFQ ³	Dis-Tran Steel LLC	APPX WT = 3,775 LBS EA
			<u>ADDITIONAL MATERIAL (GROUNDING CONNECTORS, ANIMAL PROTECTION, ANCHOR BOLTS FOR STEEL STRUCTURES)</u>		
ADD1	130	EA	GROUND CLAMP FOR SINGLE CONDUCTOR FOR 145.7 KCMIL COPPERWELD CABLE *Tin Plated	Anderson (AEC)	GC141A02TP



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ADD2	1	EA	<p>LOT OF ANIMAL PROTECTION MATERIAL TO INCLUDE:</p> <p>(6) BCAC-G-IC-10.5D/20(B6) - FOR LOW SIDE TRANSFORMER BUSHINGS</p> <p>(42) BCAC-G-IC-8D/18(B6) - FOR LOW SIDE BREAKER BUSHINGS</p> <p>(6) BCAC-G-IC-5D/6(B6) - FOR POLE TOP DISTRIBUTION TRANSFORMER BUSHINGS</p> <p>(6) BCIC-G-13D/13-H0(B3) - FOR LOW SIDE TRANSFORMER ARRESTERS</p> <p>(84) BCAC-G-IC2-5D/14-1.5 - FOR TERMINATIONS AND RECLOSURES</p> <p>(180) BISC-G-24-01(B10) - FOR HOOKSTICK SWITCHES</p> <p>(144) BISG-G-100/600(B3) - FOR VERTICAL BUS SUPPORT INSULATORS (**VERTICAL MOUNTED INSULATORS ONLY**)</p> <p>(1700) MVCC-G-45/1.75X4(B24) - FOR JUMPERS (**1000 KCMIL CU ONLY**)</p> <p>(20) MVCC-G-10/40 - FOR #2 CU CABLE ON SSVT'S ONLY (**FOR SSVT #2 CU CABLE ONLY**)</p> <p>**SOME QUANTITIES LISTED ABOVE ARE BASED ON MANUFACTURE STANDARD ORDER QUANTITIES**</p> <p>**NO ANIMAL PROTECTION PROVIDED FOR HIGH SIDE OF POWER TRANSFORMER OR HIGH SIDE OF SUBSTATION YARD**</p> <p>**ANIMAL PROTECTION TO BE INSTALLED BY FIELD CONTRACTOR/SERVING UTILITY**</p>	Mid State - Raychem	
ADD3	1	LOT	<p>ANCHOR BOLTS FOR STEEL STRUCTURES</p> <p>(4) 2" X 5' ASTM F1554 GRADE 55 GALVANIZED WITH 2HHN AND 2 FW (FOR STATIC POLE)</p> <p>(80) 1½" X 4' ASTM F1554 GRADE 55 GALVANIZED WITH 2HHN AND 2 FW (FOR FEEDER STRUCTURES)</p> <p>(184) 1" X 2' 6' ASTM F1554 GRADE 55 GALVANIZED WITH 2HHN AND 2 FW (FOR ALL OTHER LOW SIDE STRUCTURES)</p> <p>*SETTING TEMPLATES NOT PROVIDED IN QUOTE*</p>	Threaded Fasteners, Inc.	
ADD5	65	EA	<p>GROUND CLAMP FOR TWO CONDUCTORS (145.7 KCMIL COPPERWELD TO 145.7 KCMIL COPPERWELD)</p> <p>*Tin Plated</p>	Anderson (AEC)	GC143A02TP
ADD6	39	EA	<p>HOTLINE CLAMP FOR SURGE ARRESTERS</p> <p>*Tin plated</p>	Anderson (AEC)	S1534AGP
ADD7	1	EA	<p>TERMINAL BOLTS</p>	Threaded Fasteners, Inc.	TERMINAL BOLTS
ADD8	1	EA	<p>EQUIPMENT MOUNTING BOLTS</p>	Threaded Fasteners, Inc.	EQUIPMENT MOUNTING BOLTS
ADD9	3	EA	<p>HOFFMAN JUNCTION BOX</p>	Hoffman	A24H2408ALLP
ADD10	3	EA	<p>HOFFMAN SUB PANEL FOR JUNCTION BOX</p>	Hoffman	A24P24AL

City of Lake Worth Beach
IFB#22-115 Prefabricated Steel Packaging



Bid Tab

			Dis-Tran Packaged Substations
ITEM #	DESCRIPTION	QTY	TOTAL
1	total price for complete set prefabricated, delivered, FOB Destination Lake Worth Beach Electric Utility	1	\$1,236,900.00
2	Freight	1	\$85,000.00
3	Installation/offloading of (4) 4-Bay Prefabricated Distribution Structures	1	\$120,000.00
Total			\$1,441,900.00
Bid Form (B1)			Submitted
Bidder's Minimum Qualifications (B2)			Submitted
Bid (B3)			Submitted
Substitution Sheet (B4)			Submitted
Manufacturer Verification Form (B5)			Submitted
Reference List (B6)			Submitted
Non-Collusion Affidavit (B7)			Submitted
Drug Free Workplace Certification (B8)			Submitted
Campaign Contribution Statement (B9)			Submitted
Scrutinized Companies Certification Form (B10)			Submitted
Veteran Business Enterprise, Small Business and/or Local Business Preference Claimed (B11)			Submitted
Manufacturer Data Sheet/Technical Specifications/Technical Drawings (must be submitted)			Submitted
Technical Compliance			Compliant
BID COMPLIANCE			Compliant

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 29, 2022

DEPARTMENT: Electric Utility

TITLE:

Emergency procurement of primary underground cable for I-95 crossing project

SUMMARY:

Approval by ratification of an emergency procurement that occurred on October 20, 2022 for 9,000 feet of 1000MCM primary underground cable. Due to insufficient time, driven by supply chain constraints, the unavailability of materials, City Commission approval is being requested on an after-the-fact basis. This underground cable will increase reliability to the 1E09 & 1N11 crossing and eliminate the I-95 overhead crossing (SHRIP).

BACKGROUND AND JUSTIFICATION:

On October 11, 2022 a quantity of 9,000 feet of 1000MCM primary underground cable was located at a previously undiscovered supplier in Illinois. After multiple attempts to previously procure such cable in short order had recently failed, and the Electric Utility having an immediate need for such cable for a project involving a failed span of conductor over I-95, the decision was made to proceed with the purchase utilizing the emergency procurement process detailed in Article XIV, Section 2-112, (f) of City of Lake Worth Beach Ordinance 2013-13. The Electric Utility Director agreed with the decision and the City Manager approved the procurement after a briefing on the specific details. Subsequently, Purchase Order 190423 was created and provided to the identified vendor (Divergent Alliance, LLC) for \$169,980.

MOTION:

Move to approve/disapprove ratification of emergency procurement of primary underground cable from Divergent Alliance.

ATTACHMENT(S):

Fiscal Impact Analysis
Purchase Order 190423
City Manager Written Approval
Quotation

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	\$169,980	0	0	0	0
Net Fiscal Impact	\$169,980	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric
Division	Assets Inventory
GL Description	Parts General
GL Account Number	421-6034-531-63-15
Project Number	SH2239
Requested Funds	\$169,980

Thomas McKee

From: Edward Liberty
Sent: Monday, October 17, 2022 4:04 PM
To: Carmen Davis
Cc: Juan Ruiz; Valentina Ivankov-Sustaita; Thomas McKee
Subject: RE: Potential Emergency Procurement

Thank you

Ed Liberty
Director | Electric Utilities



City of Lake Worth Beach
1900 2nd Avenue North
Lake Worth Beach, FL 33461-4204

www.LakeWorthBeachFl.gov
www.LakeWorthBeachFl.gov/social-media/
www.CitizenOwnedEnergy.com

City of Lake Worth Beach
1900 2nd Avenue North
Lake Worth Beach, FL 33461
561.586.1670

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From: Carmen Davis <cdavis@LakeWorthBeachfl.gov>
Sent: Monday, October 17, 2022 3:24 PM
To: Edward Liberty <eliberty@lakeworthbeachfl.gov>
Cc: Juan Ruiz <jruiz@lakeworthbeachfl.gov>; Valentina Ivankov-Sustaita <vsustaita@lakeworthbeachfl.gov>; Thomas McKee <tmckee@LakeWorthBeachfl.gov>
Subject: RE: Potential Emergency Procurement

Hello Ed,

I approve of the emergency purchase of the underground cable/conductor for the I-95 crossing project.

Sincerely,

Carme

Carmen Y. Davis

City Manager | City Manager's Office



City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460
Phone: 561-586-1689
cdavis@lakeworthbeachfl.gov
www.lakeworthbeachfl.gov

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From: Edward Liberty <eliberty@lakeworthbeachfl.gov>

Sent: Monday, October 17, 2022 11:32 AM

To: Carmen Davis <cdavis@LakeWorthBeachfl.gov>

Cc: Juan Ruiz <jruiz@lakeworthbeachfl.gov>; Valentina Ivankov-Sustaita <vsustaita@lakeworthbeachfl.gov>; Thomas McKee <tmckee@LakeWorthBeachfl.gov>

Subject: FW: Potential Emergency Procurement

Carmen –

We're going to need your approval on this item. Due to long lead times for this material and emergent project needs we need to proceed on an emergency basis. The need for this project was triggered by the failure of an overhead conductor crossing Rte. 95 a few months ago that resulted in the conductor falling across the active roadway, without injuries. Lack of availability of this segment of our system added to the severity of the outage that we experienced in the 4kv house two weeks ago.

We're underway with engineering to relocate this segment under Rte. 95 and eliminate the overhead crossing completely, hence the need for this underground cable to be received quickly. We don't want to go into next summer without this segment of our system restored.

Thank you

Ed Liberty
Director | Electric Utilities



City of Lake Worth Beach
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Lake Worth Beach, FL 33461-4204

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From: Thomas McKee <tmckee@LakeWorthBeachfl.gov>
Sent: Monday, October 17, 2022 11:10 AM
To: Edward Liberty <eliberty@lakeworthbeachfl.gov>
Cc: Valentina Ivankov-Sustaita <vsustaita@lakeworthbeachfl.gov>
Subject: FW: Potential Emergency Procurement

Good Morning Ed,

Checking back in on this one – any luck with CM approval on the emergency procurement?

Supplier: Divergent Alliance
Total Amount: \$169,980 (Quote Attached)
Item: 9,000' of 1000MCM Primary Underground Cable
Reason: Long Lead Times (200+ Days), Needed for I-95 Crossing

Thanks,

Tom McKee
Utility Services Manager
City of Lake Worth Beach
561-493-2530
tmckee@lakeworthbeachfl.gov

From: Thomas McKee
Sent: Tuesday, October 11, 2022 9:33 AM
To: Valentina Ivankov-Sustaita <vsustaita@lakeworthbeachfl.gov>; Edward Liberty <eliberty@lakeworthbeachfl.gov>
Subject: RE: Potential Emergency Procurement

Sorry about that – the supplier will be Divergent Alliance and the total amount of the purchase will be \$169,980 (quote is attached).

Thanks,

Tom McKee
Utility Services Manager
City of Lake Worth Beach
561-493-2530
tmckee@lakeworthbeachfl.gov

From: Valentina Ivankov-Sustaita <vsustaita@lakeworthbeachfl.gov>
Sent: Tuesday, October 11, 2022 9:25 AM
To: Thomas McKee <tmckee@LakeWorthBeachfl.gov>; Edward Liberty <eliberty@lakeworthbeachfl.gov>
Subject: RE: Potential Emergency Procurement

Hi Tom

Ed will need the supplier and the total amount of purchase. A quote for him to attach for CM will be very useful.

Valentina Sustaita
Assistant Finance Director - Purchasing | Financial Services



City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460
V: 561-586-1738
vsustaita@lakeworthbeachfl.gov
www.lakeworthbeachfl.gov

City Operating Hours

Monday – Friday 8:00 am – 5:00 pm

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bids&tenders by [Clicking Here.](#)

From: Thomas McKee <tmckee@LakeWorthBeachfl.gov>
Sent: Tuesday, October 11, 2022 9:23 AM
To: Edward Liberty <eliberty@lakeworthbeachfl.gov>
Cc: Valentina Ivankov-Sustaita <vsustaita@lakeworthbeachfl.gov>
Subject: FW: Potential Emergency Procurement

Ed,

Regarding the purchase of the 1000MCM Primary Underground Cable that we discussed on Friday, we will need approval from the CM in an email before proceeding with an emergency procurement.

The reason for moving the purchase through as an emergency is due to the long lead times (200+ days), lack of inventory across the US, the fact that this in-stock quantity was just discovered at a distributor's location in Illinois (and will most certainly not be there after going through our non-emergency purchasing process) and the need for this cable to complete the I-95 crossing.

Please let me know if you have any questions, and please ensure Valentina is copied on all emails with the CM.

Thank you,

Tom McKee
Utility Services Manager
City of Lake Worth Beach
561-493-2530
tmckee@lakeworthbeachfl.gov

From: Valentina Ivankov-Sustaita <vsustaita@lakeworthbeachfl.gov>
Sent: Tuesday, October 11, 2022 9:03 AM
To: Thomas McKee <tmckee@LakeWorthBeachfl.gov>
Subject: RE: Potential Emergency Procurement

Hi Tom

Ed needs to seek approval from the City manager on e-mail and after she approves it, you will need to take it to the City Commission for ratification. After she approves it we can issue the purchase order.

Please note that e-mail to CM shall describe the reasons for emergency purchase, etc. please keep me in cc.

Valentina Sustaita
Assistant Finance Director - Purchasing | Financial Services



City of Lake Worth Beach
7 North Dixie Highway
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vsustaita@lakeworthbeachfl.gov
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bids&tenders by [Clicking Here.](#)

From: Thomas McKee <tmckee@LakeWorthBeachfl.gov>
Sent: Friday, October 7, 2022 3:34 PM
To: Valentina Ivankov-Sustaita <vsustaita@lakeworthbeachfl.gov>
Subject: Potential Emergency Procurement

Valentina,

We are in need of 1000MCM Underground Primary Cable... this is similar to the cable that was recently out for bid and awarded to Stuart C. Irby (IFB 22-106). That cable has a lead time of 200+ days and we have ~80,000' on order, but we have just located a quantity of 9,000' **in-stock** at a supplier in Illinois. Due to the long lead times, and the fact that this cable is needed for an emergency repair involving an I-95 crossing, Ed is interested in pursuing what is available in-stock immediately as an “Emergency Procurement” due to the total cost will exceed \$50,000.

Please let me know if that will be the best route to secure this cable in this situation, and if so, what you would need from us to proceed.

Thanks!

Tom McKee
Utility Services Manager
Materials Management | Meter Operations | Conservation Management



City of Lake Worth Beach
1900 2nd Ave N
Lake Worth Beach, FL 33461
V: 561-493-2530
tmckee@lakeworthbeachfl.gov

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PURCHASE ORDER
City of Lake Worth Beach

Purchasing Division
7 North Dixie Hwy
Lake Worth Beach, FL 33460-3725

**PURCHASE
ORDER NO.
190423**

DATE: 10/20/2022

VENDOR PHONE: (847)531-0559

VENDOR FAX: () -

VENDOR #: 5304

VENDOR ADDRESS: DIVERGENT ALLIANCE, LLC
2658 CORPORATE PARKWAY
ALGONQUIN, IL 60102

SHIP TO: ELECTRIC INVENTORY - CIP
CITY OF LAKE WORTH
ELECTRIC FUND
1900 2ND AVENUE N
LAKE WORTH, FL 33461

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/18/2022		0000048321	10/17/2022	MICHAEL HAUBNER	
FOB		ACCOUNT NUMBER	PAYMENT TERMS	AUTHORIZED BY	
		Multiple Accounts	DAYS NET: 0	ANTHONY HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	9,000.00 / FT	CABLE, 1000MCM TRXLPE	345MILS, MV90, 35KV	18.8800	169,920.00
---	------------------	-----------------------	---------------------	---------	------------

2	1.00 / EA	CABLE CUTTING FEE		60.0000	60.00
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City of Lake Worth Purchase Order Standard Terms & Conditions
Please refer to our website <http://www.lakeworth.org/business/bids/>

TOTAL PURCHASE AMOUNT **\$169,980.00**

Send Original and One Copy of Invoice to:
**ACCOUNTS PAYABLE
CITY OF LAKE WORTH
7 N DIXIE HWY
LAKE WORTH, FL 33460-3725**

AUTHORIZED SIGNATURE: 

**Sales and Tax Exempt
Certificate Number 85-8012621617C-7**



PURCHASE ORDER
City of Lake Worth Beach

Purchasing Division
 7 North Dixie Hwy
 Lake Worth Beach, FL 33460-3725

PURCHASE ORDER NO. 190423
--

DATE: 10/20/2022

VENDOR PHONE: (847)531-0559

VENDOR FAX: () -

VENDOR #: 5304

VENDOR ADDRESS: DIVERGENT ALLIANCE, LLC
 2658 CORPORATE PARKWAY
 ALGONQUIN, IL 60102

SHIP TO: ELECTRIC INVENTORY - CIP
 CITY OF LAKE WORTH
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FOB		ACCOUNT NUMBER	PAYMENT TERMS	AUTHORIZED BY	
		Multiple Accounts	DAYS NET: 0	ANTHONY HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
40100001410210		169,920.00
40160305314691		60.00



DIVERGENT ALLIANCE

Divergent Alliance
2658 Corporate Parkway
Algonquin, IL 60102

Quote

Date	Estimate #
10/7/2022	LWB-10722-2

P.O. No.	Terms
	C.I.A.

Bill To:
Lake Worth Beach

Ship To:
City of Lake Worth Beach Electric 1900 2nd Ave N Lake Worth, FL 33461

Item	Description	Qty	Sale Price	Total
99-28-60759402	1000 35K AL 100% TRXLPE PRIMARY UD TRXLP IL CONCENTRIC NEUTRALS XLPE JACKET - 3 Reels 3,000 Ft (Standard Length Tolerance Applies)	9,000	18.88	169,920.00
99-28-CUT	Cable Cutting Fee - Per Cut -Please specify if cable cuts are needed	1	60.00	60.00
	Orders of 2,000 ft or more - Freight Allowed			
	Quote Valid Until 10/14/2022			
	Payment Terms TBD Based on Credit Approval			
			Subtotal	\$169,980.00
			Sales Tax (8.0%)	\$0.00
			Total	\$169,980.00



Prices are subject to change without written notice

STAFF REPORT UTILITY MEETING

AGENDA DATE: November 29, 2022

DEPARTMENT: Electric Utility

TITLE:

Proposed changes to Residential Electric Utility Rate Tiers

SUMMARY:

Proposed changes to expand the number of residential electric rate tiers as requested by the City Commission.

BACKGROUND AND JUSTIFICATION:

On July 26, 2022, in the City Commission's motion to approve changes in the Power Cost Adjustment effective September 1, 2022, directed Electric Utility Staff to "bring back a presentation on a multi-tier billing option to future meetings." Accordingly, Staff has worked with the City's Electric Rates Consultant at Leidos on an alternative multi-tier structure and is providing same to the City Commission for review and comment. At the October 25, 2022 City Commission meeting Staff presented a draft 3-tier rate structure. After public discussion the commission requested that Staff bring back a 5-tier rate structure for further discussion.

The City's electric utility has used a two-tier rate structure for a number of years, prior to which a three-tier rate structure was used. The current rate structure has rates for customers using less than 1,000 kwh per month and another rate structure for customers using greater than 1,000 kwh per month. The alternative three-tier and five-tier residential rates and potential bill impacts are included in the backup material.

The examples presented in the backup material are intended to be illustrative of the impacts of the potential change in rates under currently approved rates and are intended to support continued discussion by the City Commission on their request to "bring back a presentation on a multi-tier billing option to future meetings." Actual effects of a possible change in tiers would vary depending on rates in effect at the time of the change.

In developing the alternate multi-tier system, Consultant has designed the new rate tiers to be "revenue neutral", meaning that overall residential electric utility rate revenues would remain the same regardless of the changes, absent of course a future overall rate increase or decrease intended to change revenues. Staff suggest that changes in residential rate tiers, if approved as presented, allow time for the changes to be made in City's billing system.

MOTION:

N/A

ATTACHMENT(S):

Residential Distribution by Consumption – Tiered (spreadsheet data table)
Sample 3-Block and 5-Block Rates (spreadsheet data table)

Fiscal Impact Analysis: N/A

Residential Distribution by Consumption - Tiered

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Total	Current Distribution	Alternate Distribution	Current Distribution
0-Minimum	1,529	1,580	2,466	2,619	2,679	2,281	1,839	1,838	1,681	1,358	1,377	1,247	22,494	8%	24%	59%
>214-500 kwh	2,635	3,173	5,522	5,854	6,706	5,881	3,923	3,345	3,009	2,031	2,206	1,853	46,138	16%		
>500-750 kwh	3,439	4,036	5,357	5,298	5,805	5,727	4,492	4,051	3,843	2,989	3,133	2,838	51,008	18%		
>750-1000 kwh	3,657	4,180	4,188	4,067	3,937	4,230	4,266	4,193	4,093	3,406	3,680	3,335	47,232	17%	35%	41%
>1000-1200 kwh	2,723	2,943	2,188	2,131	1,885	2,178	2,739	2,928	2,833	2,780	2,737	2,708	30,773	11%		
>1200-1500 kwh	3,484	3,223	2,022	1,857	1,452	1,812	2,889	3,148	3,243	3,670	3,735	3,758	34,293	12%		
>1500-2000 kwh	3,471	2,715	1,267	1,266	829	1,134	2,314	2,631	3,035	4,115	3,820	4,277	30,874	11%	41%	41%
>2000 kwh	2,590	1,619	528	527	329	466	1,254	1,490	1,910	3,333	2,912	3,633	20,591	7%		
Total Monthly Customer Count &	23,528	23,469	23,538	23,619	23,622	23,709	23,716	23,624	23,647	23,682	23,600	23,649	283,403			

CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Comparison of Existing and Alternate 3-Block Rates [1]

Residential Service						
			Dec 2022	Alternate 3		
Customer Charge		(\$)	\$10.55	\$10.55		
Energy Charge	First 500 kWh	(\$/kWh)	\$0.06900	\$0.06800		
Energy Charge	Next 500 kWh	(\$/kWh)	\$0.06900	\$0.07200		
Energy Charge	Additional kWh	(\$/kWh)	\$0.08900	\$0.08700		
PCA	First 500 kWh	(\$/kWh)	\$0.06092	\$0.05780		
PCA	Next 500 kWh	(\$/kWh)	\$0.06092	\$0.06180		
PCA	Additional kWh	(\$/kWh)	\$0.07092	\$0.07680		
Minimum Bill			\$35.00	\$35.00		
Usage	Dec 2022		Alternate 3		Difference	
(kWh)	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost
	(\$)	(Cents/kWh)	(\$)	(Cents/kWh)	(\$)	(Cents/kWh)
200	36.53	18.267	35.71	17.855	(0.82)	(0.412)
300	49.53	16.509	48.29	16.097	(1.24)	(0.412)
400	62.52	15.630	60.87	15.218	(1.65)	(0.412)
500	75.51	15.102	73.45	14.690	(2.06)	(0.412)
600	88.50	14.750	86.83	14.472	(1.67)	(0.279)
700	101.49	14.499	100.21	14.316	(1.28)	(0.183)
750	107.99	14.399	106.90	14.253	(1.09)	(0.145)
800	114.49	14.311	113.59	14.199	(0.90)	(0.112)
900	127.48	14.164	126.97	14.108	(0.51)	(0.056)
1,000	140.47	14.047	140.35	14.035	(0.12)	(0.012)
1,100	156.46	14.224	156.73	14.248	0.27	0.024
1,200	172.45	14.371	173.11	14.426	0.66	0.055
1,300	188.45	14.496	189.49	14.576	1.04	0.080
1,400	204.44	14.603	205.87	14.705	1.43	0.102
1,500	220.43	14.695	222.25	14.817	1.82	0.121
2,000	300.39	15.020	304.15	15.208	3.76	0.188
2,500	380.35	15.214	386.05	15.442	5.70	0.228
3,000	460.31	15.344	467.95	15.598	7.64	0.255
4,000	620.23	15.506	631.75	15.794	11.52	0.288
5,000	780.15	15.603	795.55	15.911	15.40	0.308

[1] Amounts shown reflect single phase, inside the City service.

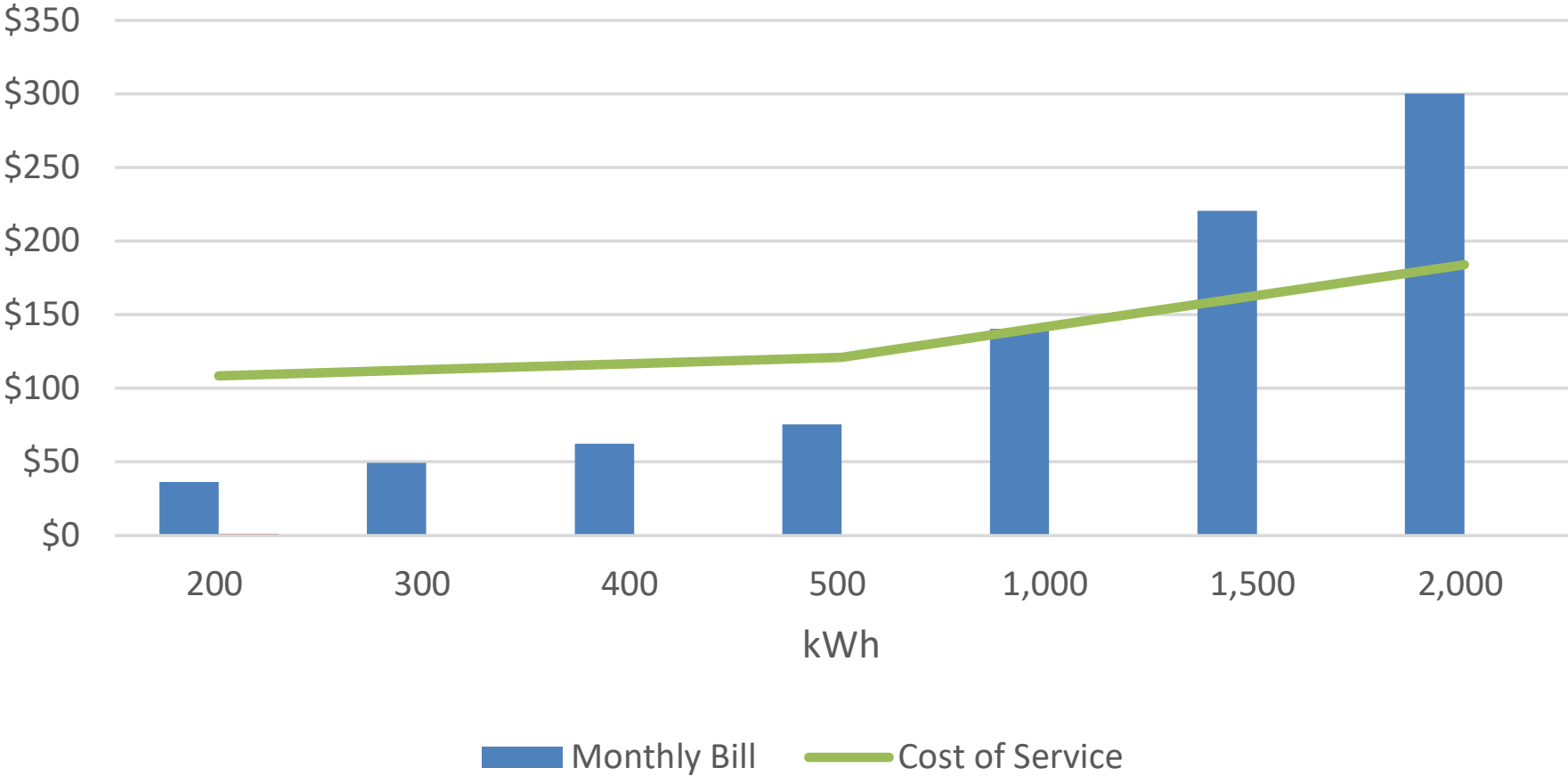
CITY OF LAKE WORTH BEACH, FLORIDA
Electric Cost of Service Study

Comparison of Existing and Alternate 5-Block Rates [1]

Residential Service						
			Dec 2022	Alternate 5		
Customer Charge		(\$)	\$10.55	\$10.55		
Energy Charge	First 500 kWh	(\$/kWh)	\$0.06900	\$0.06800		
Energy Charge	Next 500 kWh	(\$/kWh)	\$0.06900	\$0.07200		
Energy Charge	Next 500 kWh	(\$/kWh)	\$0.08900	\$0.08500		
Energy Charge	Next 500 kWh	(\$/kWh)	\$0.08900	\$0.08900		
Energy Charge	Additional kWh	(\$/kWh)	\$0.08900	\$0.09200		
PCA	First 500 kWh	(\$/kWh)	\$0.06092	\$0.05780		
PCA	Next 500 kWh	(\$/kWh)	\$0.06092	\$0.06180		
PCA	Next 500 kWh	(\$/kWh)	\$0.07092	\$0.07480		
PCA	Next 500 kWh	(\$/kWh)	\$0.07092	\$0.07880		
PCA	Additional kWh	(\$/kWh)	\$0.07092	\$0.08180		
Minimum Bill			\$35.00	\$35.00		
Usage	Dec 2022		Alternate 5		Difference	
(kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)	Amount (\$)	Unit Cost (Cents/kWh)
200	36.53	18.267	35.71	17.855	(0.82)	(0.412)
300	49.53	16.509	48.29	16.097	(1.24)	(0.412)
400	62.52	15.630	60.87	15.218	(1.65)	(0.412)
500	75.51	15.102	73.45	14.690	(2.06)	(0.412)
600	88.50	14.750	86.83	14.472	(1.67)	(0.279)
700	101.49	14.499	100.21	14.316	(1.28)	(0.183)
750	107.99	14.399	106.90	14.253	(1.09)	(0.145)
800	114.49	14.311	113.59	14.199	(0.90)	(0.112)
900	127.48	14.164	126.97	14.108	(0.51)	(0.056)
1,000	140.47	14.047	140.35	14.035	(0.12)	(0.012)
1,100	156.46	14.224	156.33	14.212	(0.13)	(0.012)
1,200	172.45	14.371	172.31	14.359	(0.14)	(0.012)
1,300	188.45	14.496	188.29	14.484	(0.16)	(0.012)
1,400	204.44	14.603	204.27	14.591	(0.17)	(0.012)
1,500	220.43	14.695	220.25	14.683	(0.18)	(0.012)
2,000	300.39	15.020	304.15	15.208	3.76	0.188
2,500	380.35	15.214	391.05	15.642	10.70	0.428
3,000	460.31	15.344	477.95	15.932	17.64	0.588
4,000	620.23	15.506	651.75	16.294	31.52	0.788
5,000	780.15	15.603	825.55	16.511	45.40	0.908

[1] Amounts shown reflect single phase, inside the City service.

City of Lake Worth Beach, Florida Monthly Bill vs. Total Cost of Service December 2022



City of Lake Worth Beach, Florida

Monthly Bill vs. Fixed Cost

December 2022

