



AGENDA
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JULY 25, 2023 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Kimberly Stokes

AGENDA - Additions / Deletions / Reordering:

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

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

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [June 27, 2023](#)

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

- A. [Bill of Sale by and between 7-Eleven Inc. and the City of Lake Worth Beach](#)
- B. [Work Order #2 with Johnson-Davis Inc. for John Rice Way Drainage Improvements](#)
- C. [Agreement with BlueTriton Brands, Inc. for the purchase and delivery of potable bottled water in emergency situations.](#)
- D. [Agreement with Phoenix Bus Inc for the transportation of contract and/or mutual aid crews during emergency situations](#)
- E. [Resolution No. 27-2023 – State and Local Fiscal Recovery Fund Stormwater Project Reallocation](#)
- F. [Resolution No. 28-2023 -- First Amendment to the Maintenance Memorandum of Agreement with the Florida Department of Transportation \(FDOT\) to include City's preferred decorative lighting](#)

NEW BUSINESS:

- A. [Installation of a Level 2 Electric Vehicle \(EV\) Charging station at the City Hall parking lot](#)
- B. [Energy Efficiency and Conservation Block Grant Program \(EECBG\)](#)
- C. [First Amendment to Agreement with ULS Corporate Inc. for the purchase and delivery of overhead, pole-mounted distribution transformers](#)
- D. [Construction Agreement for the Electric Utility System Hardening and Reliability Improvement Program with Edison Power Constructors, Inc.](#)

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, JUNE 27, 2023 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:04 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:30)

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

PLEDGE OF ALLEGIANCE: (0:46) led by Commissioner Kimberly Stokes.

AGENDA - Additions/Deletions/Reordering: (1:09)

Mayor Resch requested that an introduction of Sam Heady, the new Water Utility Director, be added after Public Participation.

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

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

PRESENTATIONS: (1:42) (there is no public comment on Presentation items)

A. Electric Utility Update by Ed Liberty, Electric Utility Director

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

No one from the public commented.

INTRODUCTION OF SAM HEADY (20:52)

APPROVAL OF MINUTES: (26:40)

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

A. May 30, 2023

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

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items) (26:56)

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

- A. Purchase Order with PSI Technologies, Inc for a BBA Sewage and Trash Pump with Trailer for the Water Utilities Department
- B. Authorize Drinking Water State Revolving Fund Program application for a loan for conducting Lead Service Line Inventory of water system service lines
- C. Resolution No. 23-2023 – Designate Sam Heady as the City’s Board Member for the East Central Regional Water Reclamation Facility (ECR) representing Lake Worth Beach

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

NEW BUSINESS: (27:01)

- A. Purchase Order with Ametek Power Instruments (27:02)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Purchase Order with Ametek Power Instruments.

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

- B. Third Amendment to LE Myers Work Order No. 7 (28:02)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Third Amendment to LE Myers Work Order No. 7.

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

- C. Agreement with ABB Inc. for the purchase of magnetically actuated 38kV vacuum circuit breakers (28:48)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Stokes to approve the Agreement with ABB Inc. for the purchase of magnetically actuated 38kV vacuum circuit breakers.

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

- D. Agreement with Powell Electrical for the 6th Ave S. Substation Metal-Clad Switchgear Building (30:29)

Action: Motion amended by Commissioner Malega and seconded by Commissioner Diaz to approve the Agreement with Powell Electrical for the 6th Ave S. Substation Metal-Clad Switchgear Building for the revised amount of \$3,154,890.

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

E. Consent to Easement within the Federal Right-of-Way of the Intracoastal Waterway in the Lake Worth Lagoon to be issued by the US Army Corps of Engineers (34:17)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Malega to approve the Consent to Easement within the Federal Right-of-Way of the Intracoastal Waterway in the Lake Worth Lagoon to be issued by the US Army Corps of Engineers

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

ADJOURNMENT: (35:38)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to adjourn the meeting at 6:40 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: July 25, 2023

Item time stamps correspond to the meeting recording on YouTube.

STAFF REPORT UTILITY MEETING

AGENDA DATE: July 25, 2023

DEPARTMENT: Water Utilities

TITLE:

Bill of Sale by and between 7-Eleven Inc. and the City of Lake Worth Beach

SUMMARY:

7-Eleven, Inc. provides the Bill of Sale to the City of Lake Worth Beach in accordance with the conditions of approval of the 7-Eleven Building Permit for 2-inch water service installed to serve the property at 1900 10th Avenue North.

BACKGROUND AND JUSTIFICATION:

7-Eleven located at 1900 10th Avenue North is nearing the final completion. As part of construction to provide additional water service to the property, the owner installed a 2-inch tap and watermain service from the City's 6-inch watermain along Barnett Drive. The attached Bill of Sale gives ownership of the 2-inch water service from the watermain along Barnett Drive to the water meter at 1900 10th Avenue North 7-Eleven to the City.

MOTION:

Move to approve/disapprove Bill of Sale by and between 7-Eleven Inc. and City of Lake Worth Beach in accordance with the conditions of approval of the 7-Eleven Building Permit for ownership of the 2-inch water service installed to serve the property at 1900 10th Avenue North.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A.
Bill of Sale

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

BILL OF SALE

BY 7-Eleven, Inc. **TO THE CITY OF LAKE WORTH BEACH**

KNOW ALL MEN BY THESE PRESENTS that
3200 Hackberry Rd. Irving, TX 75063, a Florida company (hereinafter "Seller") for the sum
of TEN and No/100 Dollars (\$10.00) and other good and valuable considerations paid by THE
CITY OF LAKE WORTH BEACH, a Florida municipal corporation (hereinafter "Buyer"), the
receipt of which is hereby acknowledged by Seller, has granted, bargained, sold, transferred,
assigned, set over and delivered, and by these presents does grant, bargain, sell, transfer, assign,
set over and deliver, unto Buyer, its successors and assigns, the following:

2" single water service

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

Seller represents for itself, its successors and assigns that all expenses in connection with
construction and installation of the 7-Eleven store #41361 Water service system have been paid in full and
the same is free from liens and debts. Seller agrees to indemnify and hold Buyer harmless from
any lawful claims of any party for labor and/or materials arising out of construction and installation
of the system.

Seller further represents for itself, its successors and assigns that it has exclusive
ownership, possession, control and marketable title to the
7-Eleven store #41361 Water service System and the System is subject to no
mortgage, pledge, lien, charge, security interest, encumbrance or restriction.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Bill of Sale from 7-Eleven to the City of Lake Worth Beach shall be effective as of the 21 day of June, 2023.

WITNESSES:

[Signature]
Witness Signature

Manbel Munoz
Print Name of Witness above

[Signature]
Witness Signature

LORI YOUNG
Print Name of Witness above

SELLER:

[Signature]

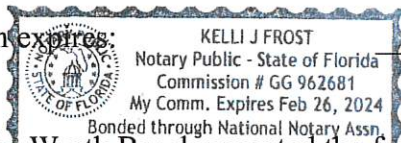
Grant Distel

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of June, 2023, by Grant Distel, as Sr. Director of Development of 7-Eleven, Inc, who is personally known to me or who produced and as identification.

My commission expires:



[Signature]
Notary Signature

The City of Lake Worth Beach accepted the foregoing Bill of Sale on _____, 20

City of Lake Worth Beach

Betty Resch, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Melissa Ann Coyne, City Clerk

Glen J. Torcivia, City Attorney

EXHIBIT "A"

RECORD OF ASSETS

2" single water service

Julie Parham

From: Jorge Valle-Pellot <jvalle@keithteam.com>
Sent: Thursday, July 13, 2023 1:18 PM
To: Julie Parham; Melanie McFadden
Cc: Chris Rogers; Jessie Barrera; Judith Love; Brian Shields; Chris Walker; Anthony Belfiore
Subject: RE: 7-Eleven - 10th Ave, Lake Worth - Walk Thru (11007.02)
Attachments: 7Eleven Inc - Sunbiz.pdf

Caution: This is an external email. Do not click links or open attachments from unknown or unverified sources.

Hi Julie

Yes 7-Eleven has ground lease and is the responsible party constructing the improvements. The BOS was signed by Grant Distel. Sr Director of Development / VP for 7Eleven, Inc. (see attached sunbiz).

Will you need any information from 7Eleven?

Please advise



Jorge Valle-Pellot, PE
Senior Associate
Office: 561.469.0992
Email: jvalle@keithteam.com
www.KEITHteam.com

From: Julie Parham <jparham@lakeworthbeachfl.gov>
Sent: Thursday, July 13, 2023 12:49 PM
To: Jorge Valle-Pellot <jvalle@keithteam.com>; Melanie McFadden <mmcfadden@keithteam.com>
Cc: Chris Rogers <crogers@keithteam.com>; Jessie Barrera <JBarrera@lakeworthbeachfl.gov>; Judith Love <jlove@lakeworthbeachfl.gov>; Brian Shields <bshields@lakeworthbeachfl.gov>; Chris Walker <CWalker@lakeworthbeachfl.gov>; Anthony Belfiore <abelfior@creightondev.com>
Subject: RE: 7-Eleven - 10th Ave, Lake Worth - Walk Thru (11007.02)

I received the below question upon legal review. Can you please advise?

“I don’t know if 7 Eleven Inc. is the true owner – as the property owner appears to be different. And, its not clear who signed the bill of sale... is it the true owner or someone from 7 Eleven?”

Thanks,

Julie Parham, P.E.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
7-ELEVEN, INC.

Filing Information

| | |
|-----------------------------|-----------------------|
| Document Number | 815881 |
| FEI/EIN Number | 75-1085131 |
| Date Filed | 01/02/1962 |
| State | TX |
| Status | ACTIVE |
| Last Event | NAME CHANGE AMENDMENT |
| Event Date Filed | 05/28/1999 |
| Event Effective Date | NONE |

Principal Address

3200 HACKBERRY ROAD
IRVING, TX 75063

Changed: 01/26/2023

Mailing Address

PO Box 711
Dallas, TX 75221

Changed: 01/08/2021

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Name Changed: 12/16/2010

Address Changed: 03/25/2020

Officer/Director Detail

Name & Address

Title President, Director, CEO

DEPINTO, JOSEPH
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Asst. Secretary, Sr. Director Transaction Tax

Baker , James
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Asst. Secretary, Sr. Manager & Development

Qureshi , Asif
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Asst. Secretary, Sr. Development Directory

Distel , Grant
3200 HACKBERRY ROAD
IRVING, TX 75063

Title VP, Development

Williams , Ian C.
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Sr. Director - Corp Dev, Asst Secretary

Bantos , Charles
3200 HACKBERRY ROAD
IRVING, TX 75063

Title SVP, Construction Engineering & Facilities

Angell, Holly
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Sr Director, Development Strategy & Support

Ingram, Richard
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Assistant Secretary, Franchise Sales Rep

Smith, Edward (Randy)
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Assistant Secretary, Franchise Sales Rep Specialist

Khashroom, Khaled (Kenny)
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Franchise Sales Rep Specialist

Barrett, Merlyn (Angel)
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Assistant Secretary, Sr. Development Director, Entitlements

Gardner, Nathanael
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Asst. Secretary, Director of Licensing

Duncan, Kimberly
3200 HACKBERRY ROAD
IRVING, TX 75063

Title SVP/GC/SEC

Kirstein, Lillian F
3200 HACKBERRY ROAD
IRVING, TX 75063

Title Franchise Agreement Specialist

Heagle, David
3200 HACKBERRY ROAD
IRVING, TX 75063

Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2021 | 01/08/2021 |
| 2022 | 04/01/2022 |
| 2023 | 01/26/2023 |

Document Images

| | |
|---|--|
| 01/26/2023 -- ANNUAL REPORT | View image in PDF format |
| 04/01/2022 -- ANNUAL REPORT | View image in PDF format |
| 01/08/2021 -- ANNUAL REPORT | View image in PDF format |
| 05/08/2020 -- ANNUAL REPORT | View image in PDF format |
| 01/30/2019 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 01/17/2019 -- ANNUAL REPORT | View image in PDF format |
| 02/27/2018 -- ANNUAL REPORT | View image in PDF format |

STAFF REPORT UTILITY MEETING

AGENDA DATE: July 25, 2023

DEPARTMENT: Water Utilities

TITLE:

Work Order #2 with Johnson-Davis Inc. for John Rice Way Drainage Improvements

SUMMARY:

Work Order #2 with Johnson-Davis Incorporated provides construction of a connection between the stormwater system on John Rice Way and the Florida Department of Transportation stormwater system on Lake Ave to alleviate flooding along John Rice Way in the amount of \$73,730.

BACKGROUND AND JUSTIFICATION:

The City has noticed long lasting flooding and water in the John Rice Way alley in downtown Lake Worth Beach between Lake Ave and the alley north between N K and L Streets. After acid washing the exfiltration trench stormwater system, it was deemed insufficient to manage the stormwater in the area and that an additional connection to the stormwater system elsewhere would help remedy the standing water issue. The City worked with a consultant to design and permit plans with FDOT in short order for this emergency work. The City solicited quotes from its three emergency contractors; Johnson-Davis Incorporated, B&B Underground Construction and Hinterland Group. Johnson-Davis Incorporated provided the lowest cost for the work, which is included in Work Order #2 under Exhibit 1. The City is planning to have this work done before FDOT begins their project on Lake and Lucerne in November 2023.

This item is being brought forward in conjunction with the ARPA reallocation item under New Business A in order for this important project to be funded.

MOTION:

Move to approve/disapprove Work Order #2 with Johnson-Davis Incorporated for John Rice Way Drainage Improvements in the amount of \$73,730.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order #2

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 | | | | | |
| Current Appropriation | 0 | 0 | 0 | 0 | 0 |
| Operating | 0 | 0 | 0 | 0 | 0 |
| Capital | \$73,730 | 0 | 0 | 0 | 0 |
| Net Fiscal Impact | \$73,730 | 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 | Stormwater | |
| Division | Stormwater | |
| GL Description | Improve other than Build | |
| GL Account Number | 428-5090-538.63-15 | |
| Project Number | NR2003 | |
| Requested Funds | \$73,730 | |

**CONTRACTOR AGREEMENT
(EMERGENCY UTILITY REPAIRS FOR WATER, WASTEWATER AND STORMWATER)
WORK ORDER NO. 2**

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

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Emergency Utility Repairs for Water, Wastewater and Stormwater project generally described as: John Rice Way drainage improvements . (the "Project"). The Project is more specifically described in the plans prepared by WGI, Inc., dated April 3, 2023, and which are incorporated herein by reference.

2.0 Scope

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

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **60 calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **90 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

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

4.0 Compensation and Direct Purchases

This Work Order is issued for a unit price, not to exceed amount of \$73,730 (seventy three thousand seven hundred and thirty dollars and zero cents). The attached proposal identifies all costs and expenses included in the unit price, not to exceed amount.

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

5.0 Project Manager

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

6.0 Progress Meetings

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

7.0 Contractor's Representations

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

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

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

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

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

Contract Documents.

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

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

9.0 Authorization

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR:

Johnson-Davis Incorporated

By: _____
(Handwritten Signature)

[Corporate Seal]

Print Name: William Cryer

Title: Vice 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 10th day of July, 2023, by WILLIAM CRYER, as the VICE PRESIDENT (title), of **Johnson-Davis Incorporated**, a Company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:

(Handwritten Signature)

Notary Public Signature

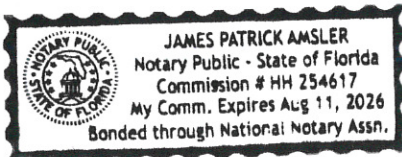


Exhibit 1:

| |
|---|
| Bid Tabulation |
| City of Lake Worth Beach |
| IFB 20-106 Emergency Utility Repairs for Water, Wastewater and Stormwater |
| 5/12/2020 - 3:00 PM E.S.T. |

*Items GC-11 through GC-17 & W-117 have been excluded from the calculation as they are representative of costs that are directly reimbursable by the City.

| JOHN RICE WAY PHASE II | | Johnson Davis | | |
|--|--|---------------|-----------|-------------|
| ITEM | DESCRIPTION | - | UNIT | PRICE |
| GENERAL CONDITIONS | | | | |
| GC-4 | NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs | 1 | LS | \$2,000.00 |
| GC-6 | Record Drawing (more than 40 LF of Utility Work) | 1 | LS | \$3,500.00 |
| GC-7 | Construction Survey | 1 | LS | \$500.00 |
| GC-10 | M.O.T. DOT Roadway | 1.5 | EA | \$3,000.00 |
| GC-11 | Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City) | | ALLOWANCE | N/A |
| GC-12 | Density Tests (actual cost reimbursement by City) | 20 | EA | \$25.00 |
| GC-13 | Proctor Tests (actual cost reimbursement by City) | 2 | EA | \$75.00 |
| GC-17 | Applicable Permits (actual cost reimbursement by City) | 1 | LS | \$1,500.00 |
| STORM WATER | | | | |
| GRAVITY STORM SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation | | | | |
| S-8 | Furnish & Install 15-Inch RCP Sewer Main | 19 | LF | \$120.00 |
| S-18 | Furnish & Install 24-Inch RCP Sewer Main | 16 | LF | \$140.00 |
| MISCELLANEOUS | | | | |
| S-74 | STORM CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup. | 16 | HR | \$515.00 |
| RESTORATION | | | | |
| R-1 | Removal and disposal of 6" thick concrete | 42 | SF | \$10.00 |
| R-9 | Furnish & Install FDOT Valley Gutter - by hand | 21 | LF | \$100.00 |
| R-17 | Removal and Disposal of Existing Asphalt Pavement | 25 | SY | \$10.00 |
| R-22 | Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/PBC Right of Way | 25 | SY | \$80.00 |
| R-28 | 8" Limerock/ Crushed Concrete Base, primed | 25 | SY | \$50.00 |
| R-29 | 12" Compacted Subgrade, 98% T-180 | 25 | SY | \$24.00 |
| R-32 | Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade) | 175 | SF | \$40.00 |
| WELL POINT SYSTEM AND DE-WATERING | | | | |
| WP-1 | Well Point system up to 50 points complete with pump and jetting equipment, and Monitoring | 2 | DAY | \$2,800.00 |
| SECOND AMENDMENT | | | | |
| 2-1 | 4' X 6' DIAMETER CONTROL STRUCTURE | 1 | EA | \$13,500.00 |
| 2-2 | 24" CONCRETE COLLAR | 2 | EA | \$1,750.00 |
| 2-3 | FDOT LANE CLOSURE | 5 | EA | \$1,500.00 |
| 2-4 | CONNECT TO EXISTING STRUCTURE | 1 | EA | \$2,500.00 |
| 2-5 | CLEAN EXISTING STORM DRAINAGE | 84 | LF | \$25.00 |

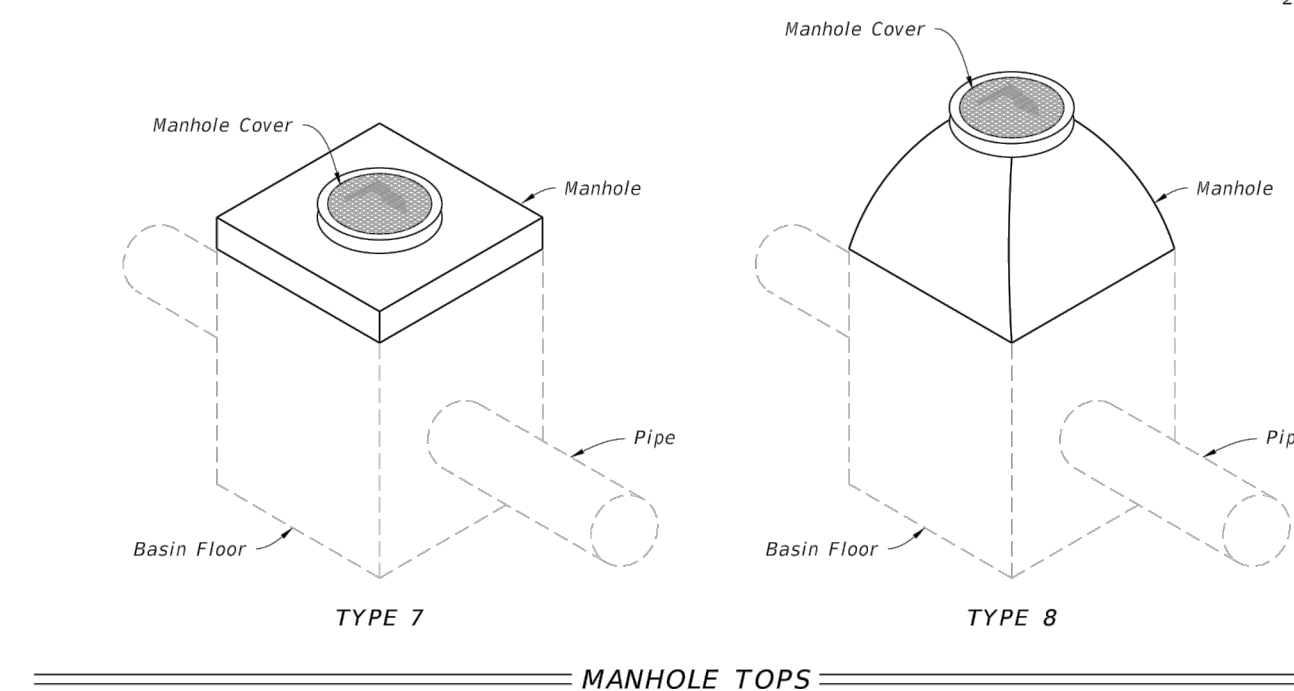
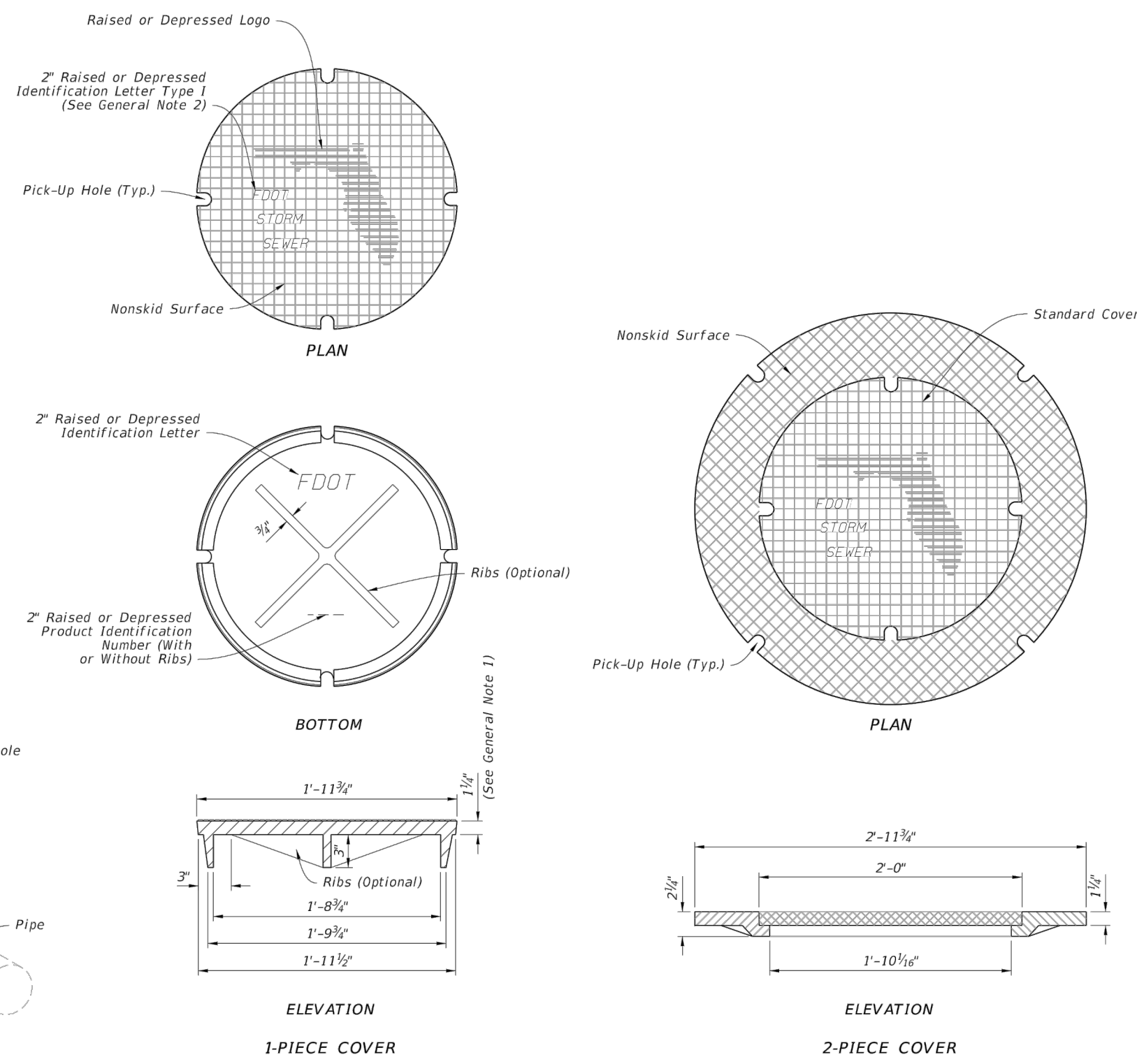
GRAND TOTAL **\$ 73,730.00**

GENERAL NOTES:

- Use a 1-piece cover, unless the 2-piece cover is called for in the Plans, except at inlets and manholes with sump bottoms. Use the 2-piece cover when the sump depth exceeds 2', unless otherwise noted.
- Include "Adjustable" on the cover for Type I manhole adjustable frames.
- For square or rectangular precast drainage structures, use either deformed or smooth WWR meeting the requirements of Specification 931. WWR must be continuous around the box and lapped in accordance with Option 1 or 3 as shown in the Wall Reinforcing Splice Details.
- Lap splice horizontal steel in the walls of rectangular structures in accordance with Option 1, 2 or 3 as shown in the Wall Reinforcing Splice Details.
- Welding of splices and laps is permitted. Use AASHTO M259 requirements and restrictions on welds.
- Rebar straight end embedment of peripheral reinforcement may be used in lieu of ACI standard hooks for top and bottom slabs, except when hooks are specifically called for in the Plans.
- Precast opening for pipe must be the pipe OD plus 6" (± 2" tolerance). Use mortar to seal the pipe into the opening of such a mix that shrinkage will not cause leakage into or out of the structure. Dry-pack mortar may be used to seal openings less than 2 1/2" wide.

TABLE OF CONTENTS:

| Sheet | Description |
|-------|--|
| 1 | General Notes, Contents, Manhole Top Overview, and Manhole Covers |
| 2 | Manhole Frames and Manhole Tops |
| 3 | Inlet Locking Grates, Subgrade and Base Temporary Drains, and Pipe to Structure Filter Fabric Wrap |
| 4 | Drainage Structure Inert, Sump Bottom, Wall Reinforcing Splice Details, and Typical Slab to Wall Details |
| 5 | Precast Option and Equivalent Reinforcement Substitution |
| 6 | Construction Joints and Minimum Box Riser Segment Dimensions |
| 7 | Skewed Pipe in Rectangular Structures |
| 8 | Miscellaneous Pipe Connection Details |

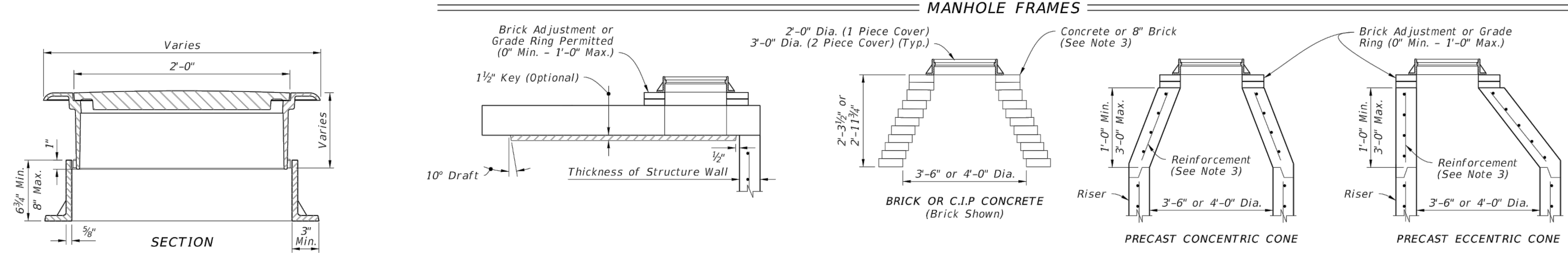
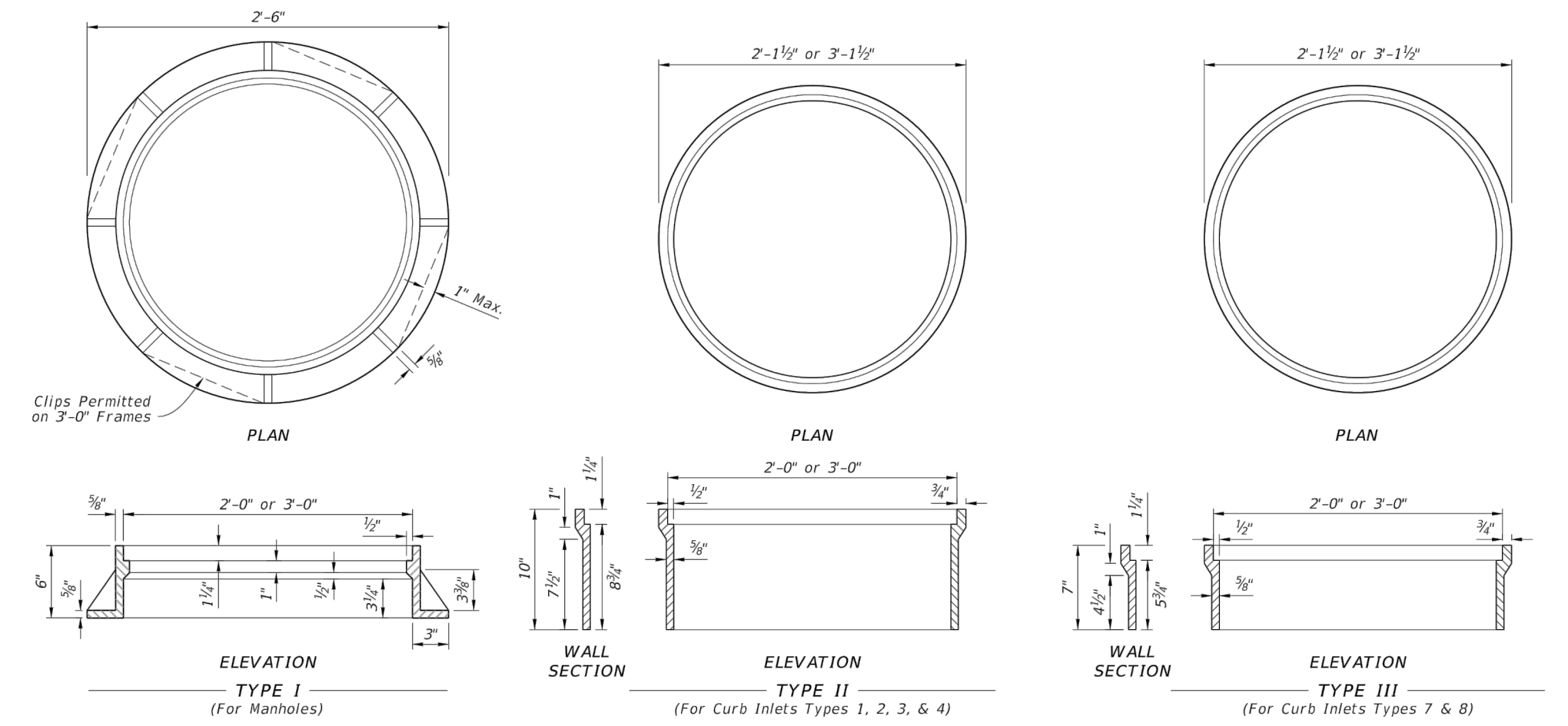


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| LAST REVISION 11/01/20 | DESCRIPTION: | FY 2023-24 STANDARD PLANS | SUPPLEMENTARY DETAILS FOR DRAINAGE STRUCTURES | INDEX 425-001 | SHEET 1 of 8 |
|------------------------|--------------|---------------------------|---|---------------|--------------|

**TABLE 1
WEIGHT OF CASTINGS (lb)**

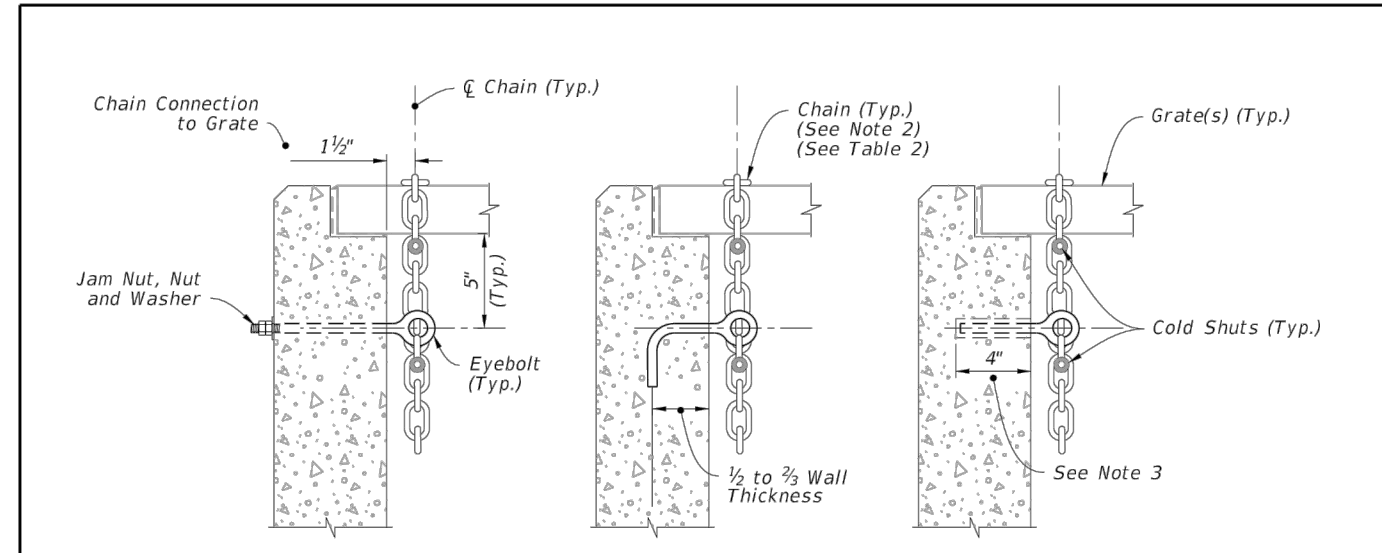
| Frame Type | 2'-0" OPENING | | | 3'-0" OPENING | | |
|------------|---------------|------------|---------------|---------------|---------|-------|
| | Frame | Std. Frame | 2-Piece Cover | Inside | Outside | Total |
| I | 155 | 190 | 220 | 190 | 220 | 410 |
| II | 145 | 190 | 255 | 190 | 220 | 410 |
| III | 90 | 190 | 180 | 190 | 220 | 410 |

NOTE:
Frame Type I in Table 1, Includes Adjustable Frames.



- NOTES:**
- Use Class II concrete for Manhole Top Type 7 slabs.
 - Manhole top Type 7 slabs may be of cast-in-place or precast construction. The optional key is for precast tops and in lieu of dowels. Omit frame and slab openings when top is used over a junction box.
 - Manhole top Type 8 may be of cast-in-place, precast concrete construction, or brick construction. For concrete construction, use the same concrete and steel reinforcement as the supporting wall unit. An eccentric cone may be used.
 - Use construction joint options, as shown on Sheet 6 to secure manhole tops to structures.
 - Frames may be adjusted to a maximum 12" height with brick or precast ASTM C478 grade rings.
 - Manhole top Type 8 may be substituted for a Type 7, if the minimum dimensions are not reduced.
 - Manhole top Type 7 may be substituted for Type 8, if the minimum thickness (h) above pipe opening cannot be maintained with Type 8.

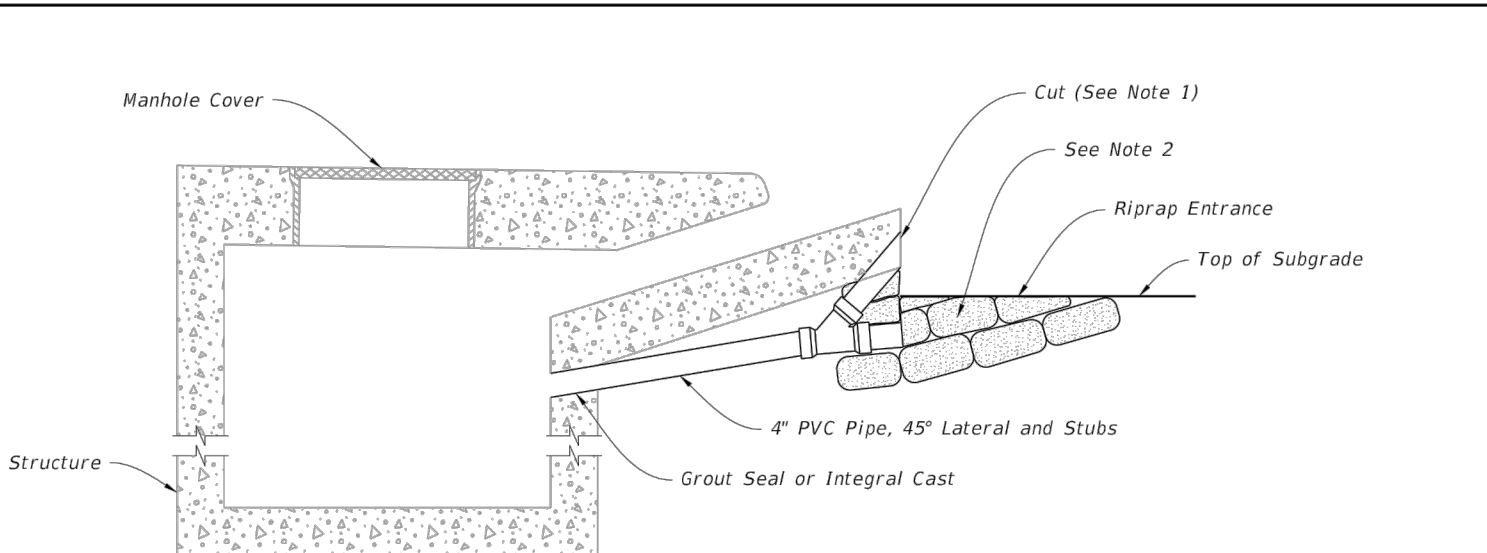
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| LAST REVISION 11/01/20 | DESCRIPTION: | FY 2023-24 STANDARD PLANS | SUPPLEMENTARY DETAILS FOR DRAINAGE STRUCTURES | INDEX 425-001 | SHEET 2 of 8 |
|------------------------|--------------|---------------------------|---|---------------|--------------|



- NOTES:**
- Install either a 1/2" x 1" Diameter Threaded Straight (Thru-Bolt), a J-Type, or an adhesive Bonded Anchor Eyebolt.
 - Install a 3/8" Chain and 3/8" Cold Shuts. When chaining two grates together provide adequate loop for easy handling.
 - Install adhesive bonded anchor option with a minimum of 4" embedment, and in accordance with Specification 416.

**TABLE 2
EYEBOLT AND CHAIN REQUIREMENTS**

| Index Number | Inlet Type | Eye Bolts | Length of Chain | Handling & Remarks |
|--------------|------------|-----------|-----------------|--|
| 425-030 | 1 | 1 | 4'-0" | Slide & Spin |
| | 2 | 2 | 2 @ 4'-0" | Slide & Spin |
| 425-031 | N/A | 1 | 3'-8" | Slide or Slide & Spin |
| 425-032 | N/A | 1 | 4'-0" | Slide & Spin |
| 425-040 | S | 1 | 4'-0" | Slide & Spin |
| 425-041 | V | 1 | 4'-0" | Slide & Spin |
| 425-050 | A | 1 | 3'-0" | Slide |
| 425-051 | B | 1 | 5'-0" | Slide & Spin |
| | C | 1 | 2'-6" | Slide & Spin |
| | D | 1 | 2'-6" | Slide & Spin |
| 425-052 | E | 2 | 2 @ 2'-6" | Slide & Spin |
| | H | 2 | 2 @ 2'-6" | Flip Ctr. Grate and Slide & Spin Single Free Grate |
| | F | 1 | 1 or 2 @ 1'-6" | Center Grate(s) Chained to One End Grate |
| 425-053 | G | 1 | 3'-6" | Flip or Slide & Spin |
| | | | 6'-0" | Slide |
| | | | 2'-0" | Lifting Loop |
| 425-054 | J | 1 | 4'-0" | Slide & Spin |



- NOTES:**
- Bevel cut upper stub to match forming for apron face. Capping or plugging of upper stub is not required. Remove friable base material at stub opening to permit covering of opening with structural course material.
 - Remove riprap, cement PVC cap on lower stub, and place compacted fill in entrance prior to placing base material.

LOCKING GRATES TO INLETS, SUBGRADE AND BASE TEMPORARY DRAINS, AND PIPE TO STRUCTURE FILTER FABRIC WRAP

| | | | | | |
|------------------------|--------------|---------------------------|---|---------------|--------------|
| LAST REVISION 11/01/20 | DESCRIPTION: | FY 2023-24 STANDARD PLANS | SUPPLEMENTARY DETAILS FOR DRAINAGE STRUCTURES | INDEX 425-001 | SHEET 3 of 8 |
|------------------------|--------------|---------------------------|---|---------------|--------------|

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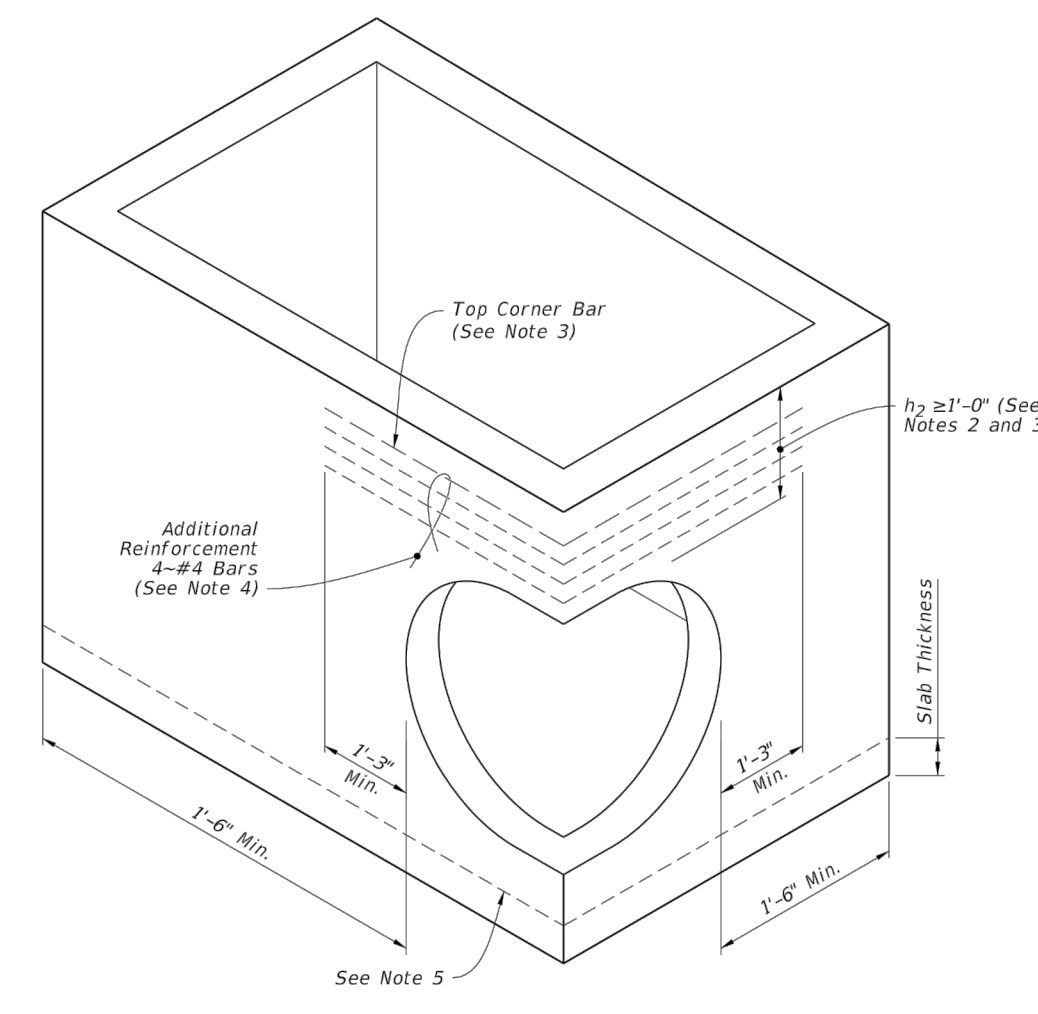
 WGI.com
 2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411
 REVISION
 DATE
 No.

ENGINEER'S SEAL
 STEPHEN C. CHERRY, PE
 PE LIC. NO. 83268

JOHN RICE WAY PHASE II
 LAKE WORTH BEACH, PALM BEACH COUNTY, FL
 FDOT DETAILS 1

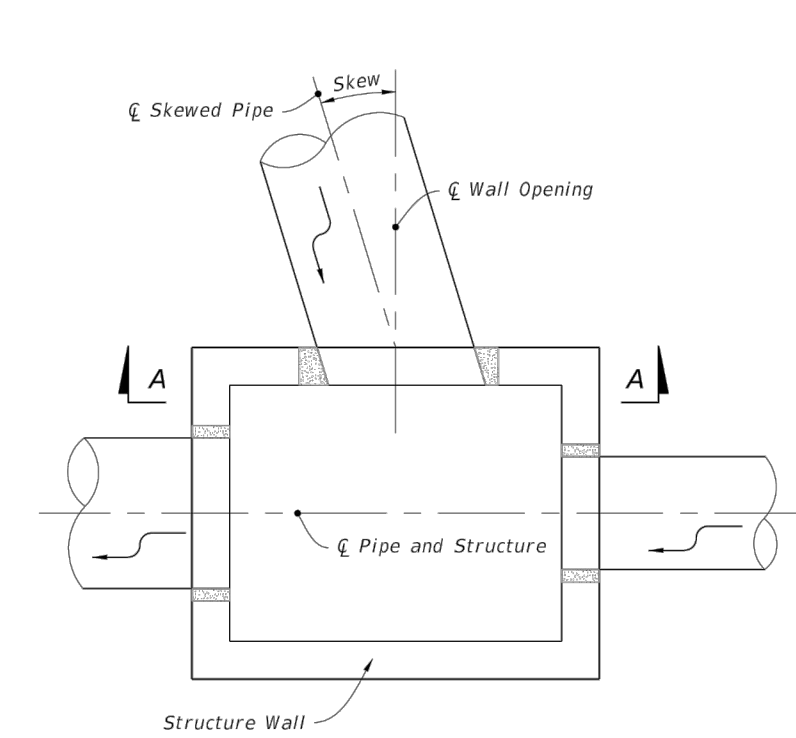
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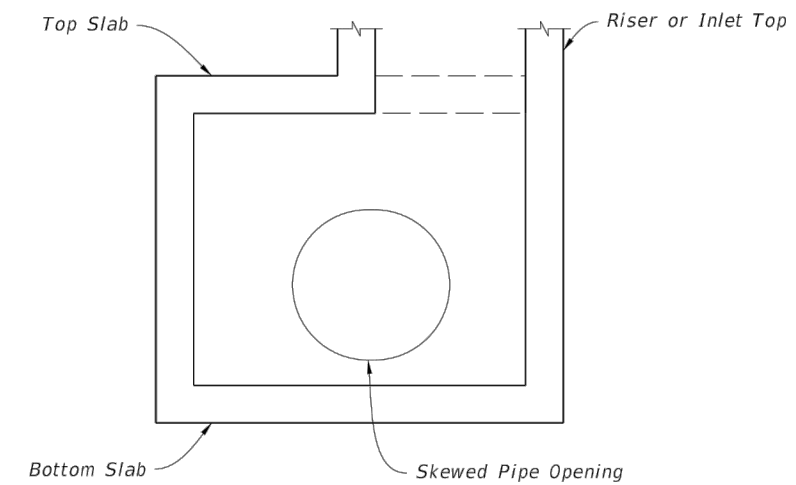


- NOTES:**
1. Submit Shop Drawings of corner openings for approval by the Engineer.
 2. h_2 may be less than 1'-0" when a minimum 1'-0" deep segment, 8" slab or curb inlet is provided above the corner opening.
 3. For inlet segments at finish grade elevation, substitute a #8 Bar for the top corner bar when 1'-0" $\leq h_2 < 2'-0"$.
 4. Install bars continuously around corner and evenly spaced. Tie additional reinforcement to the outside of vertical wall reinforcement.
 5. Dowel construction joint or monolithically cast wall and slabs.

PIPE OPENING AT CORNER

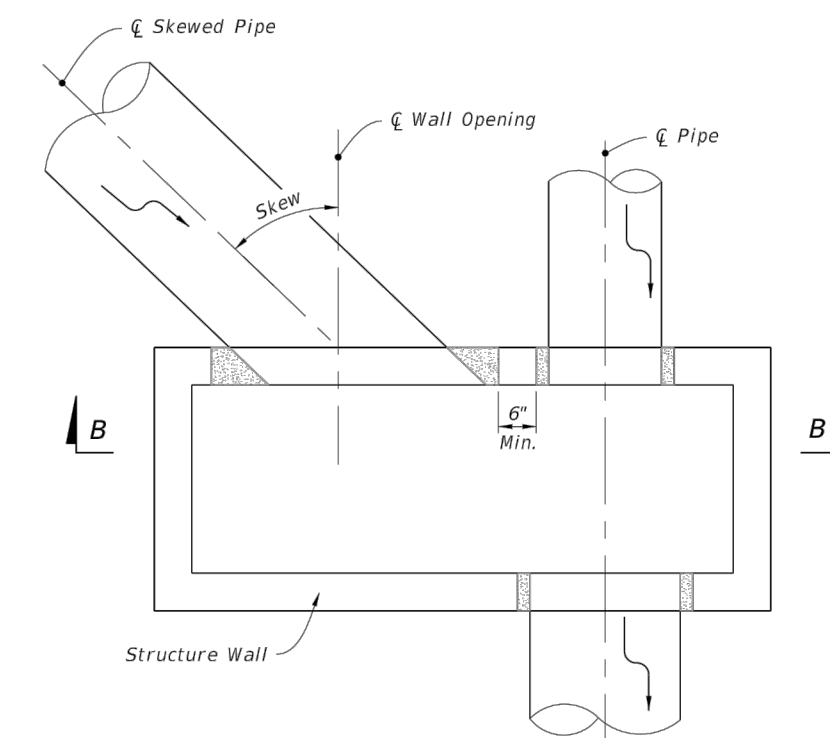


PLAN

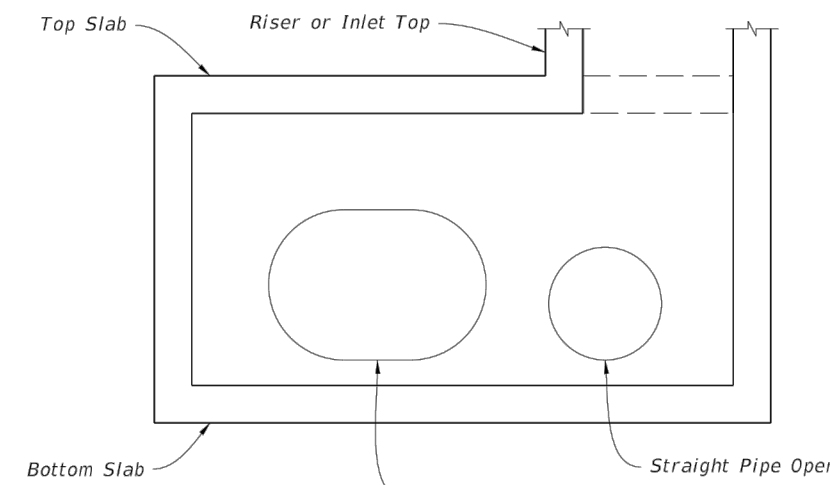


SECTION A-A

SKEWS $\leq 45^\circ$
(Not Centered)



PLAN



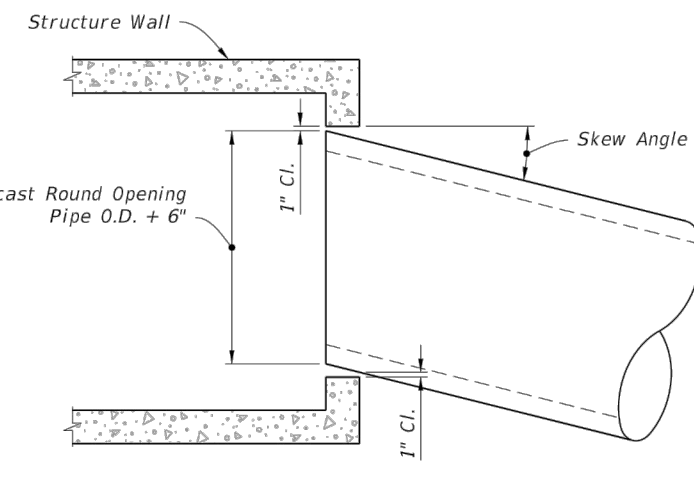
SECTION B-B

SKEWS $> 45^\circ$
(Not Centered)

SKEWED PIPE IN RECTANGULAR STRUCTURES
(See Table 4 on Sheet 8)

SKEWED PIPE IN RECTANGULAR STRUCTURES

| | | | | | |
|---------------------------|--------------|--------------------------------------|--|------------------|-----------------|
| LAST REVISION 11/01/20 | DESCRIPTION: | FDOT FY 2023-24 STANDARD PLANS | SUPPLEMENTARY DETAILS FOR DRAINAGE STRUCTURES | INDEX 425-001 | SHEET 7 of 8 |
|---------------------------|--------------|--------------------------------------|--|------------------|-----------------|



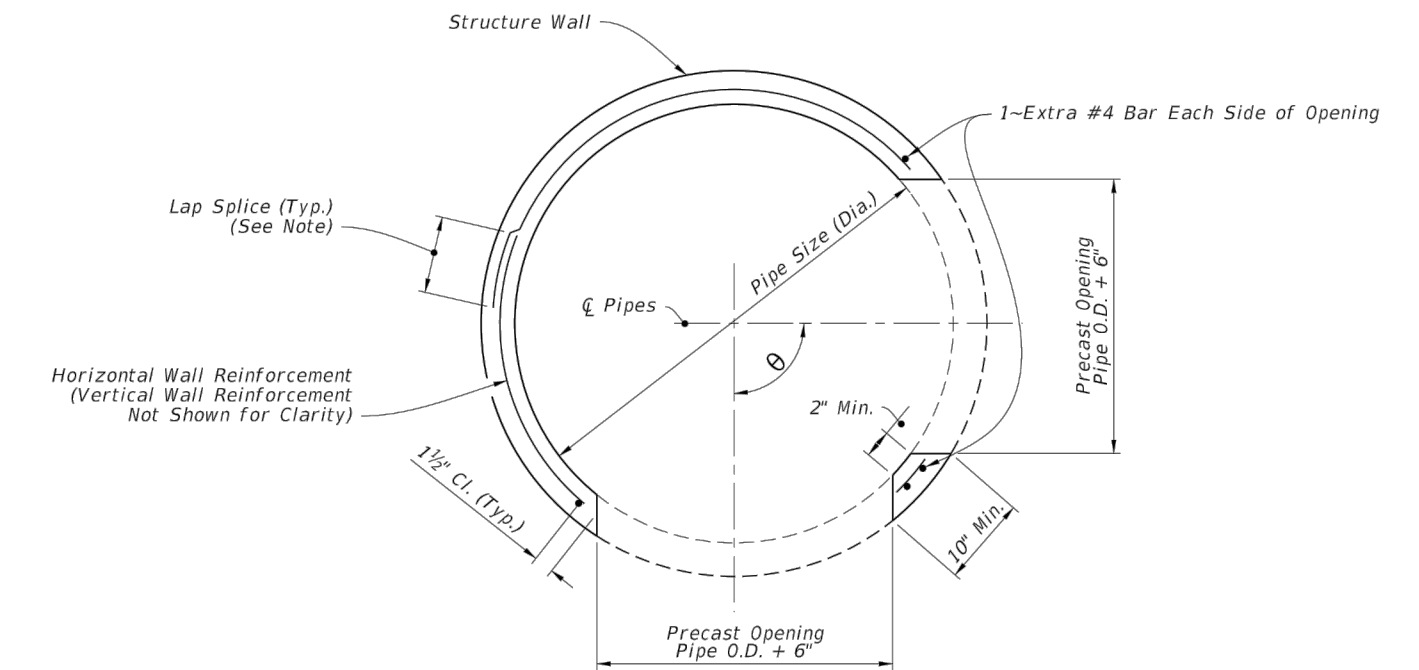
PLAN VIEW

TABLE 4 - MAXIMUM PIPE SKEW FOR PRECAST ROUND OPENINGS

| WALL THICKNESS | PIPE SIZE | | | | | | | | | | | |
|--------------------|-----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | 18" | 24" | 30" | 36" | 42" | 48" | 54" | 60" | 66" | 72" | 78" | 84" |
| MAXIMUM SKEW ANGLE | 8° | 19° | 17° | 16° | 16° | 15° | 14° | 13° | 13° | 13° | 12° | 12° |
| | 6° | 21° | 20° | 18° | 17° | 17° | 16° | 15° | 15° | 14° | 14° | 13° |

NOTE:
These values are based on 2" clearance for precast structures. Larger skews are possible for Cast-In-Place Structures or elliptical pipe openings when approved by the Engineer.

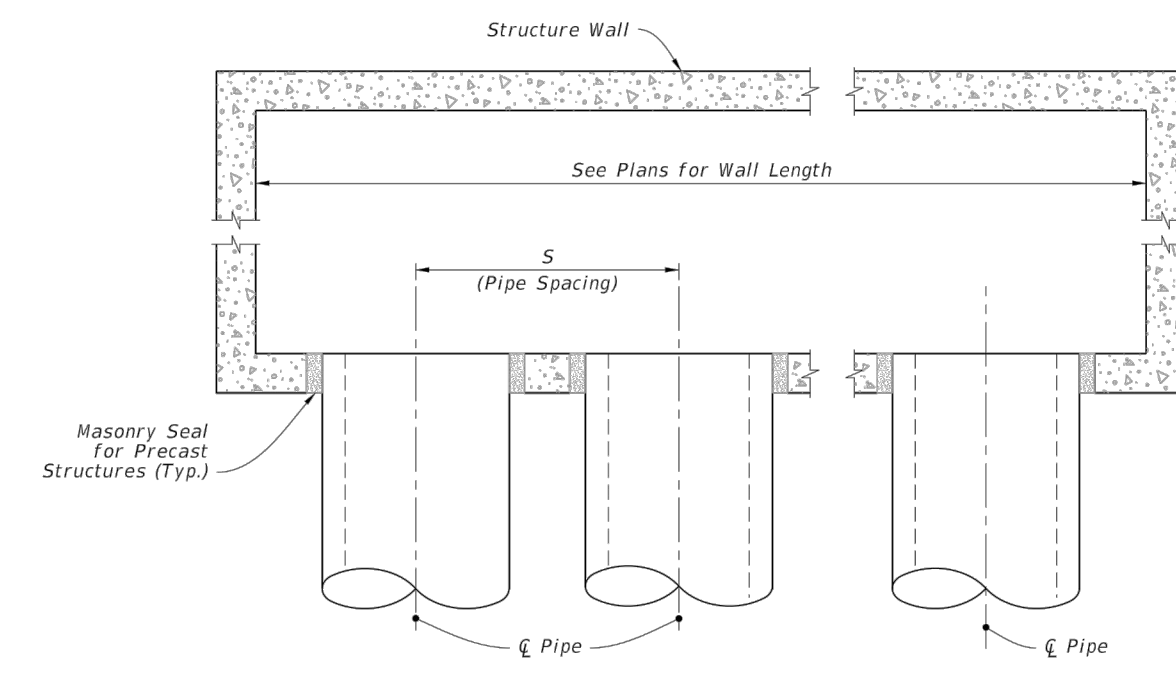
MAXIMUM PIPE SKEW FOR PRECAST ROUND OPENINGS



PLAN VIEW

NOTE:
Lap splice: 20 bar diameter for deformed wire or bar, but not less than vertical wire spacing plus 2" for WWR or 40 bar diameters for smooth wire.

MULTIPLE PIPE CONNECTIONS - PRECAST ROUND STRUCTURES



PLAN VIEW

MULTIPLE PARALLEL PIPE CONNECTIONS - RECTANGULAR STRUCTURES

TABLE 5 - MINIMUM SIZES FOR MULTIPLE PARALLEL PIPE CONNECTIONS

| PIPE SIZE | PIPE SPACING (S) |
|-----------|------------------|
| 18" | 2'-10" |
| 24" | 3'-5" |
| 30" | 4'-3" |
| 36" | 5'-1" |
| 42" | 6'-0" |
| 48" | 6'-9" |
| 54" | 7'-8" |
| 60" | 8'-6" |
| 66" | 9'-0" |
| 72" | 10'-0" |
| 78" | 10'-9" |
| 84" | 11'-8" |

MISCELLANEOUS PIPE CONNECTION DETAILS

| | | | | | |
|---------------------------|--------------|--------------------------------------|--|------------------|-----------------|
| LAST REVISION 11/01/20 | DESCRIPTION: | FDOT FY 2023-24 STANDARD PLANS | SUPPLEMENTARY DETAILS FOR DRAINAGE STRUCTURES | INDEX 425-001 | SHEET 8 of 8 |
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 561.687.2220

 WGI Inc.
 2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

ENGINEER'S SEAL
 STEPHEN C. CHERRY, PE
 PE LIC. NO. 83268

JOHN RICE WAY PHASE II
 LAKE WORTH BEACH, PALM BEACH COUNTY, FL
 FDOT DETAILS 3

| | |
|----------|---------|
| SHEET | C505 |
| 12 OF 12 | 2974.29 |

STAFF REPORT UTILITY MEETING

AGENDA DATE: July 25, 2023

DEPARTMENT: Electric Utility

TITLE:

Agreement with BlueTriton Brands, Inc. for the purchase and delivery of potable bottled water in emergency situations.

SUMMARY:

Agreement with BlueTriton Brands, Inc. for the purchase and delivery of potable bottled water, for City staff and mutual aid crew use, associated with potential future emergency situations including disaster recovery and/or electric utility restoration situations.

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB 23-115) seeking bids from qualified vendors for the supply of potable bottled water in potential emergency situations. BlueTriton Brands, Inc. was the only vendor to bid and was found to be the most responsive and responsible bidder and was recommended for the award.

The City occasionally finds itself in situations which require emergency disaster recovery efforts by internal staff, third party contractors and/or mutual aid crews. These situations can be the result of natural disasters such as hurricanes, tornadoes or flooding and require additional efforts during times when basic services and supplies may be unavailable. The potable bottled water described in this Agreement would be purchased to provide clean drinking water to crews responding to such emergencies. The duration of the Agreement is three (3) years, with the option to renew for two (2) additional one (1) year periods.

MOTION:

Move to approve/disapprove Agreement with BlueTriton Brands, Inc. for the purchase and delivery of potable bottled water in emergency situations.

ATTACHMENT(S):

Fiscal Impact Analysis - N/A
Agreement

**CONTRACTOR AGREEMENT
(Potable Bottled Water for Disaster Recovery)**

THIS AGREEMENT is made this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **BlueTriton Brands, Inc.**, a foreign corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its local office located at 1284 Park lane South, Jupiter, FL 33458.

RECITALS

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

WHEREAS, the CITY issued Invitation for Bids # 23-115 (hereinafter "IFB") for the supply of potable bottled water for disaster recovery; and

WHEREAS, CONTRACTOR submitted a proposal to perform the services described and set out in the IFB which is incorporated herein by reference with the Scope of Services specifically attached as **Exhibit "A"**; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal 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, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR, and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any work performed under this Agreement and pursuant to the IFB will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms laid out in IFB and **Exhibit "B"**, which are the provisions required to be included in contracts funded by federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the IFB to the CONTRACTOR as described herein serves a valid public purpose.

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

1. TERM

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional 1-year renewal options unless earlier terminated in accordance with the terms of this Agreement. The rates set forth herein shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after that term.

2. SCOPE OF WORK

2.1 As further described and set forth in the IFB, the Scope of Work includes all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to provide potable bottled water for disaster recovery for the City of Lake Worth Beach in the event of a natural disaster or other emergency related crises. The objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently providing potable bottled water services in a timely and cost-effective manner. The CONTRACTOR must be capable of assembling, directing, and managing the potable bottled water for disaster recovery and provide a work force that can start operations within 24 - 48 hours after the notification of emergency.

2.2 The CONTRACTOR represents that it is experienced and proficient in all phases of providing potable bottled water for disaster and related services to the CITY in an event of a natural disaster or other emergency related crises.

2.2 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and IFB shall be in accordance with accepted and established trade practices, standards and procedures recognized in the CONTRACTOR's trade in general and that the supplied services 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 performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. 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 Scope of Work shall be completed in accordance with the terms and conditions set forth in the IFB 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 the Scope of Work.

5. FEE AND ORDERING MECHANISM

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to compensation at the amount set forth in CONTRACTOR's proposal ("Schedule of Unit Prices"), which Schedule of Unit Prices are attached hereto as **Exhibit "C"**. The Schedule of Unit Prices shall remain fixed for the first three (3) years of this Agreement. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the Schedule of Unit Prices, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new Schedule of Unit Prices for the renewal term(s). The City Manager may approve changes in the Schedule of Unit Prices during the renewal.

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

5.3 The CITY's ordering mechanism for the Scope of Work performed under this Agreement may be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year and 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 for required and approved goods and/or services.

5.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will request a proposal from the CONTRACTOR to provide the services requested. The CITY will provide the CONTRACTOR with specifications in order for the CONTRACTOR to develop its proposal. Upon receipt of the CONTRACTOR's proposal, the CITY shall decide in its sole discretion whether to award the Purchase Order to the CONTRACTOR. In an event of declared disaster, the a Purchase Order may be awarded by the CITY's City Manager. If the Purchase Order is approved by the CITY, the CONTRACTOR shall commence the identified services upon the CITY's approval of the Purchase Order for the services and issuance of a notice to proceed. The CITY reserves the right to reject any and all proposals submitted by the CONTRACTOR. A CITY-approved Purchase order shall include (by reference) the proposal and/or specifications provided by the CITY to the CONTRACTOR.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the IFB and this Agreement is not to exceed **the amount(s) set forth in the approved Purchase Order issued to the CONTRACTOR annually or on case by case basis**, and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE & PAYMENT

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 work.

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 goods. Additional services or goods 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-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

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

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

13.4. The CONTRACTOR shall maintain, during the life of this 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 Scope of Services attached as Exhibit ("A")); all applicable federal grant requirements (Exhibit "B"); and, the CONTRACTOR's Schedule of Unit Prices (Exhibit "C"). 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 along with Exhibit "B" shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit "A") 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

20.1 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 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:

BlueTriton Brands, Inc

Attn: Kathy Nieto, Sales Support Coordinator
900 Long Ridge Rd. Bld. 2
Stamford, CT 06902

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. This Agreement may be executed with electronic signatures.

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 Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

31. PUBLIC RECORDS

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 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.

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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the 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 Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all goods and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

38. SCRUTINIZED COMPANIES

38.1 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.

38.2 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.

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

38.4 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.

38.5 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.

38.6 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.

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.

40. **WORK FOR HIRE**

40.1 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 CONTRACTOR or its subcontractors 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, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR 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 CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Potable Bottled Water for Disaster Recovery on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: Betty Resch, City Manager

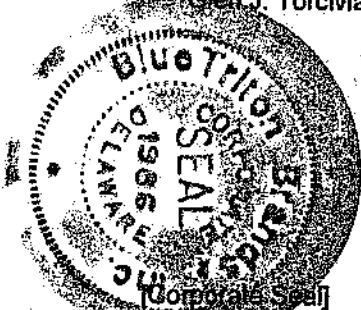
By: Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: Glen J. Torcivia, City Attorney

By: Yannick Ngendahayo, Financial Services Director



CONTRACTOR: BlueTriton Brands, Inc.

By: Mike Leppert, Sr. Director Commercial Sales

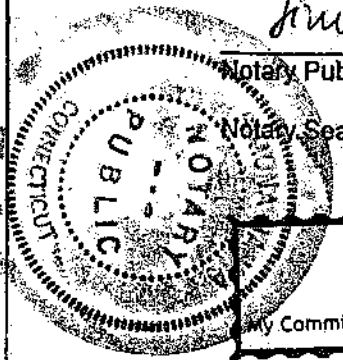
STATE CONNECTICUT
COUNTY FAIRFIELD

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 26th day of June, 2023, by BlueTriton Brands, Inc. a foreign Corporation, authorized to do business in the State of Florida, who is personally known to me or who has produced personally known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Contractor to the same.

Simona Hanna

Notary Public Signature

Notary Seal:



SIMONA HANNA
Notary Public
Connecticut
My Commission Expires Jun 30, 2025

Exhibit A

IFB Scope of Services

The City of Lake Worth Beach is seeking proposals from qualified and experienced firms to provide Potable Bottled Water for Disaster Recovery for the City of Lake Worth Beach in the event of a natural disaster or other emergency related crises. The objective of the IFB and subsequent contracting activity is to secure the services of an experienced CONTRACTOR who is capable of efficiently providing food grade potable bottled water in a timely and cost-effective manner. The CONTRACTOR must be capable of assembling, directing, and managing the service and provide a work force that can start operations within 24 - 48 hours after the notification of emergency.

This is an acknowledgement that FEMA financial assistance will be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover potable bottled water needs in any major disaster scenario, the primary focus is to provide the support to personnel during the threat of hurricane damage to the City of Lake Worth Beach. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

If activation is required, the CITY intends to activate contracts on an as-needed basis as solely determined by the CITY. The CITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the CITY. The CITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

The CITY does not envision the need for multiple contracts to carry out the food grade potable bottled water supply but may award the Primary and Secondary contract for this service. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial CITY payment and between subsequent payments, as well as the capacity to provide the necessary insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary facilities, equipment, supplies and personnel, and demonstrable experience in major disaster recovery projects.

The resulting contract to be awarded under this IFB will be a contingency contract that will be activated via purchase order only in the face of an emergency or immediately after an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until a purchase order is issued either in anticipation of a natural disaster or immediately after such disaster. Each purchase order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated if awarded a contract. The CITY'S goal is to have the CONTRACTOR fully operational on designated and approved site within 24 - 48 hours after the initial activation.

The CITY intends to award Primary and Secondary contracts but reserves the right to execute more or less than two (2) food grade potable bottled water contracts on a contingency basis for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the CITY in the aftermath of an emergency or major disaster. Each CONTRACTOR awarded a food grade potable bottled water contract will serve as a General Contractor for the purpose of food grade potable bottled water delivery and will be able to use his/her own and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the highest ranked CONTRACTORS awarded food grade potable bottled water contracts to advise them of the CITY's intent to activate the Contracts via purchase order.

When a major disaster or emergency occurs or is imminent, the CITY will initially send out an alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the CITY. Subsequently, the CITY will issue the first Purchase Order which will authorize the CONTRACTOR to send an Operations Manager to the CITY within 24 hours of receiving such Purchase Order to begin planning for the operations and mobilizing the personnel, supplies and equipment as necessary to perform the stipulated work. The CONTRACTOR should anticipate receiving this first Purchase Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) CONTRACTOR. CONTRACTOR will generally be activated in order of final ranking.

Specific purchase orders will be issued to select CONTRACTORS based on the best interest of the City. The CITY reserves the right to assign purchase orders to various CONTRACTORS based on pricing submitted.

CONTRACTOR may include the list of additional services they are able to provide as an Appendix. The list of additional services shall be provided on the separate sheet and with separately listed prices. Additional services prices will not be included as a part of evaluation. The City reserves the right to award those services as considered in the best interest of the City.

Scope of Requirement

The following specifications describe food grade potable bottled water services for Disaster Recovery for the City of Lake Worth Beach in the event of a natural disaster or other emergency related crises.

The City requires a qualified CONTRACTOR to provide the food grade potable bottled water for approximately 550 people at designated facility and delivered to the City of Lake Worth Beach City Hall or other designated location within the City of Lake Worth Beach. The numbers of staff are approximate and may change dependent on the City requirements.

The number of bottles required for responders are estimated at 30 – 16.9oz, per person per day on a daily basis in the event of a natural disaster or other emergency related crises or, as designated by the City the resulting contract. The cases of bottles shall be in 12 to 48 bottle packaging. The cases shall be placed on pallets for delivery and the pallets will not be returned.

CONTRACTOR shall provide food grade potable drinking water in bottles ranging in size from 8oz. to no more than 18oz.

CONTRACTOR shall deliver the pallets of potable bottled water, with no additional delivery charges to 1900 2nd Ave N, Lake Worth Beach, FL 33461 or other designated location within Palm Beach County.

CONTRACTOR must provide all phases of service in compliance with Federal, State, and Local guidelines governing health and food service sanitation.

CONTRACTOR shall be operational and ready to provide services within 24 - 48 hours of activation notice from the Emergency Management Coordinator or designee.

CONTRACTOR shall only utilize food grade water products that are fresh, of good odor and taste, and processed under sanitary conditions as required by food service industry standards.

CONTRACTOR shall make available food grade potable drinking water in bottles service 24 hours a day, seven (7) days a week during activation.

PERSONNEL REQUIREMENTS

All employees of the CONTRACTOR shall be neatly attired in uniforms that clearly and properly identify the company represented. The employees shall be neat and clean in appearance and courteous towards the patrons, the public, and their fellow employees. The CONTRACTOR shall train and closely supervise all its employees ensuring they practice the high standards of cleanliness, courtesy, and service required. The CONTRACTOR shall adhere to the adequate number of personnel and other rules and regulations appurtenant to the event.

FOOD GRADE POTABLE BOTTLED WATER ORDER CANCELLATION

The City reserves the right to cancel any and all food grade potable bottled water deliveries, without penalty, by notification to the CONTRACTOR 48 hours in advance of the next scheduled delivery. The CONTRACTOR must provide re-stocking costs, specific cancellation criteria and/or cost to be incurred in the event the service is cancelled with less than 48 hours' notice. The City reserves the right to immediately cancel the vendor's contract without penalty if the water or services provided does not meet the requirements specified by the contract.

Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Total number and cases and bottles delivered
4. Total number of additional items delivered, if any
5. List of other services provided

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the CITY.

Performance of Contractor

It is the intent of the Agreement is to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Failure to mobilize pre-storm identified sites within three (3) calendar days of after being tasked by the CITY liquidated damages of \$500 per day for each day not started.
2. Inability to perform services due to CONTRACTOR equipment or operational failures liquidated damages of \$500 per day, for each day repair site must remain attended.

CONTRACTOR may be immediately terminated and may not paid for the following:

1. Substandard food grade bottled water services
2. Moving to another designated Work Area without prior CITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.
4. Soliciting work from private citizens or others to be performed in the designated Service Area during the period of this Agreement.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

END OF SCOPE OF SERVICES

Exhibit B
Federal Contract Provisions

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into the contract, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of

this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

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

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2

C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

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

Procurement of Recovered materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DOJ pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Contractor acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

- (1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (2) For purposes of this section:
 - (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Contractor is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

IFB# 23-115 Potable Bottled Water for Disaster Recovery

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). As such, Contractor is required to confirm that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

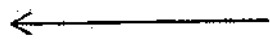
- 1) By signing this Certification the Contractor, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a Contractor to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



Signature of Contractor's Authorized Official



Mike Leppert Sr. Director Commercial Sales

Name and Title of Contractor's Authorized Official

06/26/2023
Date

IFB# 23-115 Potable Bottled Water for Disaster Recovery

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor BlueTriton Brands, Inc certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Mike Leppert Sr. Director Commercial Sales
Name and Title of Contractor's Authorized Official

06/26/2023

Date

EXHIBIT C
CONTRACTOR'S SCHEDULE OF UNIT PRICES
(from the Contractor's Bid)

IFB# 23-115 Potable Bottled Water for Disaster Recovery

SCHEDULE OF UNIT PRICE

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the materials set forth in the Specifications. City does not guarantee a minimum order and City intends to purchase these items on as needed basis during the contract duration. Prices shall be delivered FOB destination, City of Lake Worth Beach, freight allowed and pre-paid. The Bidder shall maintain fixed pricing for the initial period of the contract. The City will not accept bids that have no delivery fees included in their unit price.

Prices shall be inclusive of all goods and services as described in this solicitation.

| | Description | Price per bottle |
|---|--|-------------------------------------|
| 1 | Potable Water Bottle | \$5.99 .5 ltr (Purified and Spring) |
| | Brand Name Offered: <u>Zephyrhills / Pure Life</u> Size of water bottle offered: <u>.5 liter bottled water</u> Size of packaging offered: <u>24 bottles per case</u> | |

Delivery: 24 - 48 hours hours.

Name of Bidder: BlueTriton Brands, Inc

Address: 1284 Park Land South City: Jupiter ST FL Zip 33458
 Phone: (714) 824-1940 Email: Katherine.nieto@bluetriton

Print Name: Kathy Nieto Title: Sales Support Coordinator

SIGNATURE: *Kathy Nieto* Date: 5/4/2023



City of Lake Worth Beach
IFB#23-115 Potable Bottled Water for Disaster Recovery
Bid Tab

BlueTriton Brands, Inc.

| Bid Item | Description | Price per 24 bottle case |
|----------|---|--------------------------|
| 1 | | \$5.99 |
| | Total: | \$5.99 |
| | Bid Cover Sheet (B1) | Submitted |
| | Bidder's Minimum Qualifications (B2) | Submitted |
| | Bid (B3) | Submitted |
| | Schedule of Unit Prices (B4) | Submitted |
| | Schedule of Subcontractors (B5) | Submitted |
| | Reference List (B6) | Submitted |
| | Non-Collusion Affidavit (B7) | Submitted |
| | Drug Free Certification (B8) | Submitted |
| | Campaign Contribution Statement (B9) | Submitted |
| | Scrutinized Companies Certification (B10) | Submitted |
| | Certification Regarding Debarments, Suspension and Other Responsibility Matters (B11) | Submitted |
| | Certification for Contracts, Grants, Loans, and Cooperative Agreements (B12) | Submitted |
| | Comments | |
| | Bid Compliance | Compliant |

STAFF REPORT UTILITY MEETING

AGENDA DATE: July 25, 2023

DEPARTMENT: Electric Utility

TITLE:

Agreement with Phoenix Bus Inc for the transportation of contract and/or mutual aid crews during emergency situations

SUMMARY:

Agreement with Phoenix Bus Inc for the transportation of contract and/or mutual aid crews associated with potential future emergency situations including disaster recovery and/or electric utility restoration situations.

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB 23-111) seeking bids from qualified vendors for disaster emergency bus transportation services. Phoenix Bus Inc was one (1) of two (2) vendors to bid, which were both found to be responsive and responsible bidders and were both recommended for the award. Phoenix Bus Inc was selected as the awardee of the primary contract, based upon price.

The City occasionally finds itself in situations which require emergency disaster recovery efforts by internal staff, third party contractors and/or mutual aid crews. These situations can be the result of natural disasters such as hurricanes, tornadoes or flooding and require additional efforts during times when basic services and supplies may be unavailable. The disaster emergency bus transportation services described in this Agreement would be utilized to transport contractor and/or mutual aid crews between their respective hotels and staging sites on a daily basis during such emergencies. The duration of the Agreement is three (3) years, with the option to renew for two (2) additional one (1) year periods.

MOTION:

Move to approve/disapprove Agreement with Phoenix Bus Inc for the transportation of contract and/or mutual aid crews in emergency situations.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Agreement

**CONTRACTOR AGREEMENT
(Disaster Emergency Bus Transportation Services)**

THIS AGREEMENT is made this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Phoenix Bus Inc**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 5387 L.B. McLeod Rd, Orlando, FL 32811.

RECITALS

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

WHEREAS, the CITY issued Invitation for Bids # 23-111 (hereinafter "IFB") for Disaster Emergency Bus Transportation Services; and

WHEREAS, CONTRACTOR submitted a bid to perform the services described and set out in the IFB's Scope of Work which is attached hereto and incorporated herein by reference as **Exhibit "A"**; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid for the CONTRACTOR to render the required 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, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any services performed under this Agreement and pursuant to the IFB will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms laid out in IFB and **Exhibit "B"**, which are the provisions required to be included in contracts funded by federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the IFB to the CONTRACTOR as described herein serves a valid public purpose.

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

1. TERM

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional 1-year renewal options unless earlier terminated in accordance with the terms of this Agreement. The CONTRACTOR's rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after the initial term.

2. SCOPE OF WORK

2.1 The scope of work includes all implements, vehicles, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to provide bus transportation services for disaster recovery for the City of Lake Worth Beach in the event of a natural disaster or other emergency related crises. The CONTRACTOR understands that the objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently providing bus transportation services in a timely and cost-effective manner and that the CONTRACTOR must be capable of assembling, directing, and managing the bus transportation service and provide a work force that can start operations within 24 - 48 hours after the notification of emergency.

2.2 The CONTRACTOR represents that it is experienced and proficient in all phases of providing bus transportation and related services to the CITY in an event of a natural disaster or other emergency related crises.

2.2 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and IFB shall be in accordance with accepted and established trade practices, standards and procedures recognized in the CONTRACTOR's trade in general and that the supplied services 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 performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. 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 scope of work shall be completed in accordance with the terms and conditions set forth in the IFB 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 the scope of work.

5. FEE AND ORDERING MECHANISM

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to compensation at the amount set forth in CONTRACTOR's rate attached hereto as **Exhibit "C"**. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR's rate, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish a new rate for the renewal term(s). The City Manager may approve changes in the CONTRACTOR's rate based on the recommendation of the City's Electric Utility Director or designee.

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

5.3 The CITY's ordering mechanism for the scope of work performed under this Agreement may be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year and 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 for required and approved goods and/or services.

5.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will issue the CONTRACTOR with a Purchase Order specifying the work required. The CONTRACTOR shall commence the identified services upon the CITY's approval of the Purchase Order for the services and issuance of a notice to proceed.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the scope of work in accordance with the IFB and this Agreement is not to exceed **the amount(s) set forth in the approved Purchase Order issued to the CONTRACTOR annually or on case by case basis**, and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE & PAYMENT

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 work.

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 goods. Additional services or goods 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-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

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

13.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$5,000,000 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. Coverage shall include passenger liability.

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); the scope of work attached as Exhibit "A"; all applicable federal grant requirements attached as Exhibit "B"; and, the CONTRACTOR's rate attached as Exhibit "C". 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 along with Exhibit "B" shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein) and the scope of work attached as Exhibit "A" 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. 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 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:

Phoenix Bus Inc
Attn: Bianca Cavadas, Manager
5387 L.B. McLeod Rd
Orlando, FL 32811

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. This Agreement may be executed with electronic signatures.

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. RECITALS AND PREPARATION

28.1 The Recitals set out at the beginning of this Agreement are incorporated as true and correct statements of the CITY and CONTRACTOR.

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

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

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

31. PUBLIC RECORDS

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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.

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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the 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 Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all goods and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from

defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

38. SCRUTINIZED COMPANIES

38.1 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.

38.2 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.

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

38.4 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.

38.5 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.

38.6 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.

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.

40. WORK FOR HIRE

40.1 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 CONTRACTOR or its subcontractors 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, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such

Documents. CONTRACTOR 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 CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Contractor Agreement (Disaster Emergency Bus Transportation Services) on the day and year first above written.

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: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: Phoenix Bus Inc.

By: Riaca Carodis

[Corporate Seal]

STATE FL
COUNTY Orange

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 12th day of June, 2023, by **Phoenix Bus Inc.**, a Florida Corporation, authorized to do business in the State of Florida, who is personally known to me or who has produced FL DL as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Contractor to the same.

Daniel Fabro
Notary Public Signature

Notary Seal:

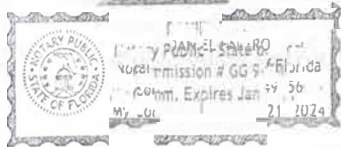


Exhibit A
IFB Scope of Services

The objective of the IFB and subsequent contracting activity is to secure the services of an experienced CONTRACTOR who is capable of efficiently providing transfer services in a timely and cost-effective manner. The CONTRACTOR must be capable of assembling, directing, and managing the bus transfer service and provide a work force that can start operations within 24 hours after the notification of emergency.

This is an acknowledgement that FEMA financial assistance may be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover bus transportation needs in any major disaster scenario, the primary focus is to provide the support to personnel during the threat of hurricane damage to the City of Lake Worth Beach. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

If activation is required, the CITY intends to activate contracts on an as-needed basis as solely determined by the CITY. The CITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the CITY. The CITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

The CITY does not envision the need for multiple contracts to carry out the bus transportation service, but may award the Primary and Secondary contract for this service. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial CITY payment and between subsequent payments, as well as the capacity to provide the necessary insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary transfer services, equipment, supplies and personnel, and demonstrable experience in major disaster recovery projects.

The resulting contract to be awarded under this IFB will be a contingency contract that will be activated via purchase order only in the face of an emergency or immediately after an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until a purchase order is issued either in anticipation of a natural disaster or immediately after such disaster. Each purchase order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated if awarded a contract.

The CITY'S goal is to have the CONTRACTOR fully operational on designated and approved site within 24 hours after the initial activation.

The CITY intends to award Primary and Secondary contract but reserves the right to execute more or less than two (2) bus transportation contracts on a contingency basis for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the CITY in the aftermath of an emergency or major disaster. Each CONTRACTOR awarded a bus transportation contract will serve as a General Contractor for the purpose of bus transportation operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the highest ranked CONTRACTORS awarded bus transportation contracts to advise them of the CITY's intent to activate the Contracts via purchase order.

When a major disaster or emergency occurs or is imminent, the CITY will initially send out an alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the CITY. The CONTRACTOR should anticipate receiving this first Purchase Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) CONTRACTOR. CONTRACTOR will generally be activated in order of final ranking.

Specific purchase orders will be issued to select CONTRACTORS based on the best interest of the City.

Scope of Requirement

The following specifications describe Bus Transportation Services for the City of Lake Worth Beach in the event of a natural disaster or other emergency related crises.

The City requires a qualified CONTRACTOR to provide the bus transportation services for approximately 175 riders, transferring the individuals between selected hotels and designated crew staging areas in the morning hours and returning the individuals to the selected hotels from the designated crew staging areas in the evening hours. The numbers of staff are approximate and may change dependent on the City requirements. The selected hotels and designated crew staging areas will be within a general area bordered by Jupiter, Florida to the North, Wellington, Florida to the West and Boca Raton, Florida to the South.

The transfers required are expected to occur twice or more on a daily basis during the months of June through November, or in the event of a natural disaster or other emergency related crises or, as designated by the City the resulting contract. The typical daily transfer times are expected to be at approximately 6:00am (Eastern) and 7:00pm (Eastern), but may change due to a number of factors including weather.

CONTRACTOR shall furnish all buses necessary for an efficient bus transfer service for first responders, government employees, various elected and appointed officials, state and local representatives, and other emergency management personnel in the event of a natural disaster or other related crises.

CONTRACTOR shall be able to provide uninterrupted bus service for up to 175 riders continuously. The Respondents shall provide buses, drivers and associated fuel without requirements for the assistance of the City.

CONTRACTOR must provide all phases of service in compliance with Federal, State, and Local guidelines governing the movement of people and goods.

CONTRACTOR shall be operational and ready to provide bus transportation services within 24 hours of activation notice from the Emergency Management Coordinator or designee.

CONTRACTOR shall only utilize buses that are in good condition, safe to operate and meet industry standards.

Bus transportation services shall be available 24 hours a day with typical transfer times as follows:

- Transfer between selected hotel(s) and designated crew staging site(s): 6:00 AM
- Transfer between designated crew staging site(s) and selected hotel(s): 7:00 PM

Times are approximate and may change.

PERSONNEL REQUIREMENTS

All employees of the CONTRACTOR shall be neatly attired in uniforms that clearly and properly identify the company represented. The employees shall be neat and clean in appearance and courteous towards the patrons, the public, and their fellow employees. The CONTRACTOR shall train and closely supervise all its employees ensuring they practice the high standards of cleanliness, courtesy, and service required. The CONTRACTOR shall adhere to the adequate number of personnel and other rules and regulations appurtenant to regulated transportation services.

BUS TRANSPORTATION SERVICE CANCELLATION

The City reserves the right to cancel any and all transfers, without penalty, by notification to the CONTRACTOR 12 hours in advance of the next scheduled transfer. The CONTRACTOR must provide specific cancellation criteria and/or cost to be incurred in the event bus transportation service is cancelled with less than 12 hours' notice. The City reserves the right to immediately cancel the contract without penalty if the services provided does not meet the requirements specified by the contract.

Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order. Each report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Total number of transfers completed
- Total number of individuals transferred
- Total number of miles driven
- List of other services provided

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the CITY.

Performance of Contractor

It is the intent of the Agreement is to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Failure to mobilize and be available to provide after being tasked by the CITY liquidated damages of \$500 per day for each day not started.
2. Inability to perform services due to CONTRACTOR equipment or operational failures liquidated damages of \$500 per day, for each day that services are unable to be performed.

CONTRACTOR may be immediately terminated and may not paid for the following:

1. Substandard bus transportation services
2. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

END OF SCOPE OF SERVICES

Exhibit B
Federal Contract Provisions

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into the contract, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of

this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

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

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2

C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

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

Procurement of Recovered materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DOJ pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Contractor acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

- (1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (2) For purposes of this section:
 - (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Contractor is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

IFB# 23-111 Disaster Emergency Bus Transportation Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). As such, Contractor is required to confirm that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

- 1) By signing this Certification the Contractor, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a Contractor to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Rianca Casado

Signature of Contractor's Authorized Official

BIANCA CAVADAS

Name and Title of Contractor's Authorized Official

6/12/2023

Date

Rianca Casado
Signature of Contractor's Authorized Official

BIANCA CAVADAS
Name and Title of Contractor's Authorized Official

6/12/2023
Date

IFB# 23-111 Disaster Emergency Bus Transportation Services

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor RHOENIX BUS INC. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Rigancan Cardos
Signature of Contractor's Authorized Official

BIANCA CAVADAS
Name and Title of Contractor's Authorized Official

6/12/2023
Date

EXHIBIT C
CONTRACTOR'S RATE
(from the Contractor's Bid)

IFB# 23-111 Disaster Emergency Bus Transportation Services

SCHEDULE OF UNIT PRICE

In order to evaluate the total bid amount, each Bidder must identify the price per day per one bus for the services set forth in the Specifications. Services requested are estimated passengers. City does not guarantee a minimum order and reserves the right to adjust these passengers' numbers as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the number of passengers.

Prices shall be inclusive of all fees and transportation services for one bus for the period of 24 hours. Description Price for one bus for full day (24 hours)

| | Description | Price for one bus for full day (24 hours) |
|---|---|---|
| 1 | Bus Transportation Services for full 24 hours | \$5,000 |

Name of Bidder: PHOENIX BUS INC

Address: 5387 L.B MCLEOD RD - ORLANDO ST FL Zip 32811

Phone: (407) 574-7662 Email: CONTACT@PHOENIXBUSORLANDO.COM

Print Name: BIANCA CAVADAS Title: MANAGER

SIGNATURE:  Date: 4/20/2023

STAFF REPORT UTILITY MEETING

AGENDA DATE: July 25, 2023

DEPARTMENT: Water Utilities

TITLE:

Resolution No. 27-2023 – State and Local Fiscal Recovery Fund Stormwater Project Reallocation

SUMMARY:

The State and Local Fiscal Recovery Fund (SLFRF) Reallocation resolution serves to reallocate stormwater project monies amongst other stormwater projects to be funded by the SLFRF.

BACKGROUND AND JUSTIFICATION:

The City obtained State and Local Fiscal Recovery Funds due to the Coronavirus Pandemic as funding assistance for infrastructure projects. The funds were allocated to several stormwater capital improvement projects that the City had received two Resilient Florida grants from Florida Department of Environmental Protection (FDEP). The City later learned these SLFRF funds were ineligible for use as the required matches for the projects. As such, an emergency stormwater project to alleviate flooding on John Rice Way in Downtown Lake Worth Beach was designed and permitted and is ready to be constructed ahead of the Florida Department of Transportation's (FDOT) project along Lake and Lucerne Avenues. The cost estimates for the Parrot Cove stormwater improvement project has increased drastically since the project cost and budget were estimated due to material and labor cost increases. The money that was allocated as the two FDEP Resilient Florida grant matches will now fund the John Rice Way project and the Parrot Cove project. The resolution also provides the ability to reallocate funds between projects for up to 20% of the budget based on contingencies and changes as the projects progress through design and construction.

MOTION:

Move to approve/disapprove Resolution No. 27-2023 State and Local Fiscal Recovery Fund Stormwater Project Reallocation.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Resolution 27-2023

RESOLUTION NO. 27-2023, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET AMENDMENT TO REALLOCATE STATE AND LOCAL FISCAL RECOVERY FUND STORMWATER PROJECT BUDGETS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously allocated State and Local Fiscal Recovery Funds ("SLFRF") to various City projects, and amongst them some stormwater infrastructure projects; and

WHEREAS, the City finds it is necessary and essential to reauthorize the budgeted stormwater infrastructure project costs amongst the project list as shown in Exhibit A due to grants received on two of the projects requiring matches and the SLFRF funds being ineligible matches; and

WHEREAS, any future reallocation of funds necessary between projects within the stormwater projects may be completed for an amount up to 20% of either projects budget; and,

WHEREAS, adoption of this FY 2023 Budget amendment set forth herein serves a valid public purpose.

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

SECTION 1: The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

SECTION 2: As hereinafter stated in this Resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2022 and ending and including September 30, 2023.

SECTION 3: The funds and available resources and revenues that are set out and attached as Exhibit "A" and incorporated herein by reference, be, and the same hereby are, reallocated and appropriated to provide monies to be used to pay the necessary capital project expenses of the respective funds and departments of the City for the fiscal year.

SECTION 4: The sums, which are set out in Exhibit "A" and herein incorporated by reference, listed as capital expenses of the respective fund and department of the City, be, and the same hereby are, reallocated and appropriated and shall be paid out of the State and Local Fiscal Recovery Funds acquired.

SECTION 5: Except as amended in Exhibit "A" hereto, the remainder of the of the SLFRF project list remains in full force and effect.

SECTION 6: This Resolution shall become effective upon adoption.

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

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

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

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Exhibit A

| Project Name | Amount Budgeted | Est. Actual Cost | Projected / Completion Date | Proposed Allocation: |
|-------------------------------------|------------------------|-------------------------|------------------------------------|-----------------------------|
| 16th Avenue N Outfall-Valve | \$250,000 | TBD | November-24 | \$220,000.00 |
| Main NRP-4 Eden Place | \$300,000 | \$600,000 | November-24 | |
| Main NRP-Parrot Cove | \$450,000 | \$900,000 | November-24 | \$1,000,000.00 |
| Main NTP-3 S. Palm Park | \$300,000 | \$600,000 | February-24 | |
| West Village Art Loft | \$100,000 | \$109,940 | January-23 | \$100,000.00 |
| John Rice Way Drainage Improvements | | | November-23 | \$80,000.00 |
| TOTAL: | \$1,400,000 | | | \$1,400,000.00 |

STAFF REPORT UTILITY MEETING

AGENDA DATE: July 25, 2023

DEPARTMENT: Electric Utility

TITLE:

Resolution No. 28-2023 -- First Amendment to the Maintenance Memorandum of Agreement with the Florida Department of Transportation (FDOT) to include City's preferred decorative lighting

SUMMARY:

Resolution 28-2023 for an Amendment to the approved Maintenance Memorandum of Agreement with (FDOT) for Street Lighting Improvements along State Road 5 (also known as Federal Highway) to expand the FDOT project to include City's preferred decorative lighting to be installed along SR A1A (South Ocean Blvd.) within the City's boundaries and to have the City maintain the same after installation.

BACKGROUND AND JUSTIFICATION:

As a part of the continual updating of the State of Florida Highway System, the FDOT is proposing to install lighting improvements for the purpose of vehicular and pedestrian safety to include decorative lighting to meet the specific lighting requirements for sea turtle nesting beaches as needed, and other hardscape improvements, and in compliance with the ADA accessibility Act. The City has consented to the cost to upgrade the lighting to match the City's decorative street lighting and have the City maintain all the FDOT non-standard Light fixtures.

The FDOT has presented an Amendment to the Maintenance Agreement to expand the project to include decorative lighting to be installed along SR A1A (South Ocean Blvd.) within the City's boundaries and to have the City maintain the same after installation.

Work will improve the lighting at the intersection at A1A and Lake Avenue and south in the vicinity of Barton Park within the limits of the City.

The Maintenance Memorandum of Agreement and the First Amendment to the Maintenance Memorandum of Agreement stipulate the City will maintain all existing non-standard light fixtures and light poles within the limits of the City.

MOTION:

Move to approve/disapprove the First Amendment to the Maintenance Memorandum of Agreement to maintain and provide power to the decorative lights fixtures along Federal Highway and to include the decorative light fixtures along South Blvd. within the limits of the city.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Resolution 28-2023
First Amendment
Executed MMOA

RESOLUTION NO. 28-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING AMENDMENT NUMBER ONE (1) TO THE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO EXPAND THE SCOPE OF THE LIGHTING IMPROVEMENT PROJECT AND THE CITY'S MAINTENANCE REQUIREMENTS; AND PROVIDING FOR REPEAL OF CONFLICTS AND AN EFFECTIVE DATE

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

WHEREAS, on June 16, 2023, the City approved a Maintenance Memorandum of Agreement with the Florida Department of Transportation (FDOT) for lighting improvements to be installed along State Road 5 (also known as Federal Highway) within the jurisdictional boundaries of the City ("MMOA");

WHEREAS, under the MMOA, FDOT will install the lighting improvements along Federal Highway (specifically from 10th Avenue South to 6th Avenue North) to include decorative lighting and the City will maintain the improvements once installed;

WHEREAS, FDOT has proposed via Amendment No. 1 to the MMOA to expand the project to include decorative lighting to be installed along SR A1A (South Ocean Blvd.) within the City's boundaries and to have the City maintain the same after installation;

WHEREAS, the City desires to see the project expanded and agrees to assume the maintenance responsibilities related to the expanded project; and,

WHEREAS, the City has determined that amending the MMOA is in the best interests of both the City and FDOT and serves a valid public purpose.

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

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

Section 2. The City Commission hereby approves Amendment No. 1 to the Maintenance Memorandum of Agreement with FDOT for the decorative lighting improvements to be installed by FDOT and directs the Mayor and City Clerk to execute the same. A copy of this Resolution shall be provided to FDOT along with the executed Amendment.

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

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

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

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

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

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

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

THIS AMENDMENT Number One (1) to the Original Maintenance Memorandum of Agreement (MMOA), FM# 446173-1-52-01, dated 06/16/2023, made and entered into this _____ by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** hereinafter called the **DEPARTMENT** and the **CITY OF LAKE WORTH BEACH**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH

WHEREAS, the parties entered into the Maintenance Memorandum of Agreement dated, 06/16/2023 for the purpose of requiring the **AGENCY** to maintain all existing and new decorative or non-standard lights; and

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

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

WHEREAS the installation of the **IMPROVEMENTS** pursuant to this Amendment extends the **AGENCY's** maintenance limits, as described in **Exhibit A**, of the Original Agreement dated 06/16/2023; and

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

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

1. **Exhibit "A"** of the Maintenance Memorandum of Agreement dated 06/16/2023, shall be amended to include the additional areas: of SR A1A/ South Ocean Blvd from M.P. 20.348 to M.P. 20.594, as set forth in Exhibit A attached and incorporated into this Amendment.
2. The **DEPARTMENT** shall construct the **IMPROVEMENTS** along A1A/ South Ocean Blvd from M.P. 20.348 to M.P. 20.594 as set forth in **Exhibit A**, attached to this Amendment in accordance with the plans attached as **Exhibit B**.

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

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

5. **LIST OF EXHIBITS**

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

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

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

CITY OF LAKE WORTH BEACH

By: _____
Chairperson/Mayor/Manager

Date: _____

Attest: _____ (SEAL)
City Clerk

Legal Approval

Attorney

Date

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

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

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Sign: _____
Director of Operations

Print Name: Paul A. Lampley

Date: _____

Approval as to Form:

Sign: _____
Francine T. Steelman
Assistant General Counsel

Date: _____

EXHIBIT A

PROJECT LOCATION, DESCRIPTION, AND AERIAL IMAGE

I. Location of IMPROVEMENTS:

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

II. Description of Work:

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



III. Entire limits of IMPROVEMENTS

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

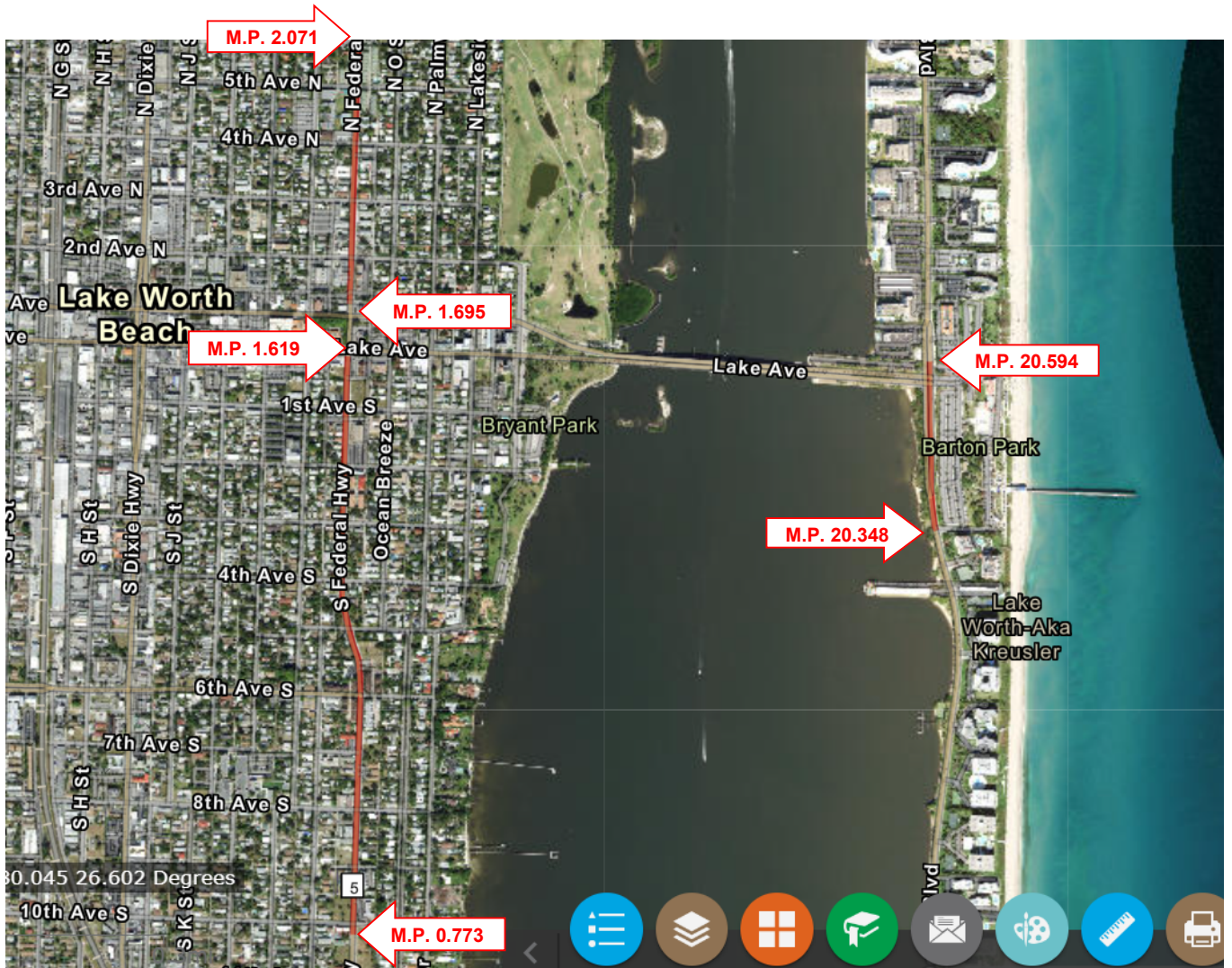


EXHIBIT B

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

Lighting Plans (attached)

Sheets included:

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

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

LIGHTING PLANS

FINANCIAL PROJECT ID 447663-1-52-01

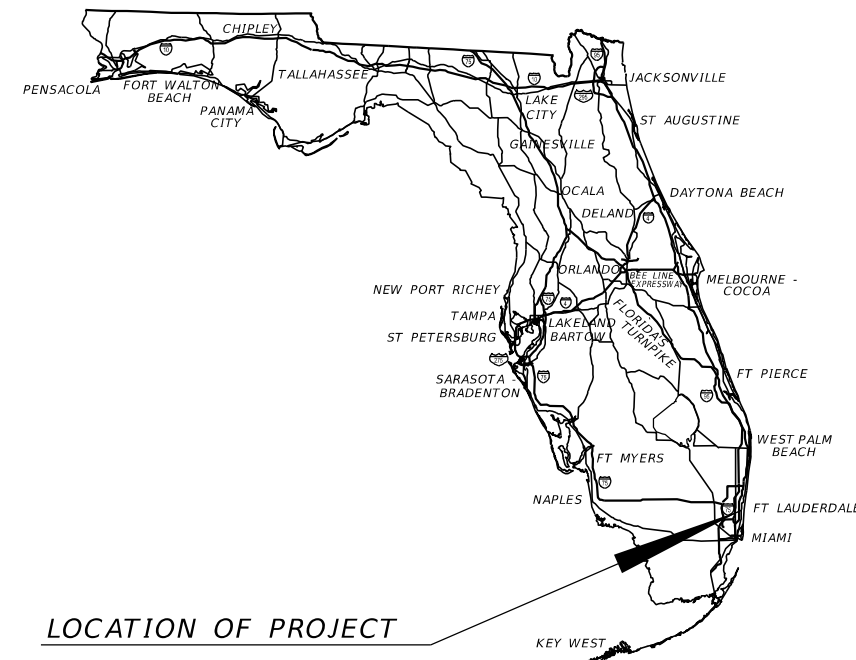
PALM BEACH COUNTY (93060)

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

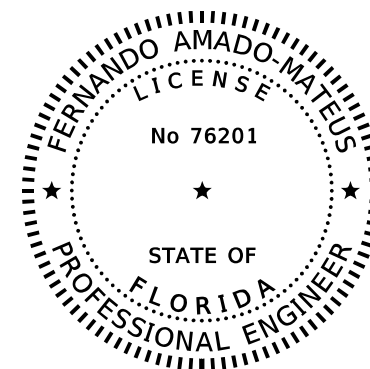
INDEX OF LIGHTING PLANS

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

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



LOCATION OF PROJECT



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

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

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

LIGHTING PLANS
ENGINEER OF RECORD:

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

FDOT PROJECT MANAGER:

VANDANA NAGOLE, P.E.

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

GENERAL NOTES

1. CONTACT THE MAINTAINING AGENCY FOR ALL STREET LIGHTING INSPECTIONS. PROVIDE A TWO (2) WEEK NOTICE IN ADVANCE TO SCHEDULE INSPECTIONS. CONTACT INFORMATION BELOW:

1.1 CITY OF LAKE WORTH BEACH PUBLIC WORKS
1749 3RD AVENUE SOUTH
LAKE WORTH BEACH, FL 33460

CONTACT:
MELISSA STURDIVANT
PUBLIC WORKS OFFICE MANAGER
(561) 586-1720

1.2 TOWN OF PALM BEACH PUBLIC WORKS
951 OKEECHOBEE RD. SUITE A
WEST PALM BEACH, FL 33401

CONTACT:
H. PAUL BRAZIL, P.E.
DIRECTOR OF PUBLIC WORKS
(561) 838-5440

1.3 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS-TRAFFIC
2300 NORTH JOG ROAD, 3RD FLOOR
WEST PALM BEACH, FL 33411

CONTACT:
MOTASEM AL-TURK, P.E., Ph.D.
DIRECTOR OF ENGINEERING AND PUBLIC WORKS-TRAFFIC
(561) 684-4030

2. DELIVER ALL SALVAGEABLE LIGHTING EQUIPMENT TO EACH MAINTAINING AGENCY WHERE LIGHTING WORK TAKES PLACE. LIGHTING EQUIPMENT CONSIDERED SALVAGEABLE ARE SALVAGEABLE ALUMINUM POLES, LUMINAIRES, AND CABLE DISTRIBUTION SYSTEMS.

PAY ITEM NOTES:



715-5-32 COST INCLUDES FURNISHING AND INSTALLING THE FOLLOWING LUMINAIRES:
AUTOBAHN ATB SERIES, MODEL ATB2 (264 W, 4000 CCT, R4 DISTRIBUTION,WIRED FOR 120 V, 3-PIN NEMA PHOTOCONTROL RECEPTACLE, SHORTING CAP & PHOTOCCELL)


| EXISTING PULLBOX REPLACEMENTS DUE TO SIDEWALK RECONSTRUCTION (NO PLAN COVERAGE) | | | | |
|---|------|------|--------------|----------------------|
| LOCATION | SIDE | UNIT | DESIGN NOTES | CONSTRUCTION REMARKS |
| STA. TO STA. | | | | |
| 119+19.54 | LT | EA | LIGHTING | |
| 121+44.30 | RT | EA | LIGHTING | |
| 121+45.41 | LT | EA | LIGHTING | |
| 124+54.98 | RT | EA | LIGHTING | |
| 124+85.66 | LT | EA | LIGHTING | |
| 125+55.34 | LT | EA | LIGHTING | |
| 126+90.50 | LT | EA | LIGHTING | |
| 128+32.54 | LT | EA | LIGHTING | |
| 158+94.41 | LT | EA | LIGHTING | |
| 163+89.44 | LT | EA | LIGHTING | |
| 167+31.95 | LT | EA | LIGHTING | |
| 211+40.57 | LT | EA | LIGHTING | |
| 214+26.92 | LT | EA | LIGHTING | |
| 586+00.54 | LT | EA | LIGHTING | |
| 587+52.98 | LT | EA | LIGHTING | |
| 588+56.13 | LT | EA | LIGHTING | |
| 589+59.75 | LT | EA | LIGHTING | |
| 590+56.67 | RT | EA | LIGHTING | |
| 590+62.12 | LT | EA | LIGHTING | |


LEGEND


SYMBOLS


DESCRIPTION


-  EXIST. LOAD CENTER TO REMAIN
-  LIGHT POLE ORNAMENTAL DESIGNED FOR 10,173 LUMENS, TYPE III DISTRIBUTION, 7 PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP, AND WIRED FOR XX VOLT OPERATION. NO PHOTOCCELL REQUIRED. SINGLE ARM POLE.




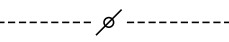


PHOTOMETRIC DISTRIBUTION CURVE USED FOR DESIGN:
MSR_108W_48LED_G2_LE3WS.ies
-  LUMINAIRE RETROFIT FOR ORNAMENTAL DESIGNED FOR 10,173 LUMENS, TYPE III DISTRIBUTION, 7 PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP, AND WIRED FOR XX VOLT OPERATION. NO PHOTOCCELL REQUIRED. SINGLE ARM POLE.

PHOTOMETRIC DISTRIBUTION CURVE USED FOR DESIGN:
MSR_108W_48LED_G2_LE3WS.ies
-  LUMINAIRE RETROFIT FOR TRAFFIC SIGNAL POLE DESIGNED FOR 33,907 LUMENS, TYPE IV DISTRIBUTION, 3 PIN NEMA PHOTOCONTROL RECEPTACLE WITH SHORTING CAP, AND WIRED FOR 120 VOLT OPERATION. PHOTOCCELL REQUIRED. SINGLE ARM POLE.

PHOTOMETRIC DISTRIBUTION CURVE USED FOR DESIGN:
ATB2_P604_R4_4K.ies
-  LIGHT POLE ORNAMENTAL DESIGNED FOR 21,282 LUMENS, TYPE IV DISTRIBUTION, 7 PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP, AND WIRED FOR XX VOLT OPERATION. NO PHOTOCCELL REQUIRED. SINGLE ARM POLE.

PHOTOMETRIC DISTRIBUTION CURVE USED FOR DESIGN:
MSR_108W_48LED_G2_LE3WS.ies
-  LUMINAIRE RETROFIT FOR ORNAMENTAL POLE DESIGNED FOR 21,282 LUMENS, TYPE IV DISTRIBUTION, SINGLE ARM POLE.

PHOTOMETRIC DISTRIBUTION CURVE USED FOR DESIGN:
MPL3P45S 40K-TG3-RFD330680_6F
-  LUMINAIRE RETROFIT IN UTILITY POLE DESIGNED FOR 25,839 LUMENS, TYPE IV DISTRIBUTION, 7 PIN PHOTOCONTROL RECEPTACLE WITH SHORTING CAP, AND WIRED FOR 480 VOLT OPERATION. NO PHOTOCCELL REQUIRED. SINGLE ARM POLE.

PHOTOMETRIC DISTRIBUTION CURVE USED FOR DESIGN:
ATB2_P602_R4_4K_RFD325843.ies
-  EXISTING LIGHT POLE TO REMAIN
-  PROPOSED PULL BOX AND APRON
-  EXISTING PULL BOX
-  EXISTING CONDUIT
-  2" HIGH DENSITY POLYETHYLENE (HDPE) CONDUIT (DIRECTIONAL BORE) WITH THREE RHW-2/XLP CONDUCTORS INSIDE THE CONDUIT: ONE WITH RED INSULATION, ONE WITH WHITE INSULATION, AND ONE GROUND WITH GREEN INSULATION.
-  2" HIGH DENSITY POLYETHYLENE (HDPE) CONDUIT (OPEN TRENCH) WITH THREE RHW-2/XLP CONDUCTORS INSIDE THE CONDUIT: ONE WITH BLACK INSULATION, ONE WITH WHITE INSULATION, AND ONE GROUND WITH GREEN INSULATION.

3/14/2023 2:35:00 PM sgonzalez Z:\DOT\Connect\10\10\Workspaces\FDOT\44766315201\Lighting\GMNTL01.dgn

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

| REVISIONS | | | | ENGINEER OF RECORD | | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SHEET NO. |
|-----------|-------------|------|-------------|--|--|--|------------|----------------------|----------------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | FERNANDO AMADO-MATEUS, P.E. LICENSE NUMBER: 76201 TRACE CONSULTANTS, INC. 8900 SW 117 AVENUE, SUITE 105B MIAMI, FL 33186 9 | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | | | | | SR A1A | PALM BEACH | 447663-1-52-01 | GENERAL NOTES L-2 |

LIGHTING DATA TABLE

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

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

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

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

LIGHTING WORK BY UTILITY COMPANY

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

CONVENTIONAL LIGHTING DESIGN CRITERIA

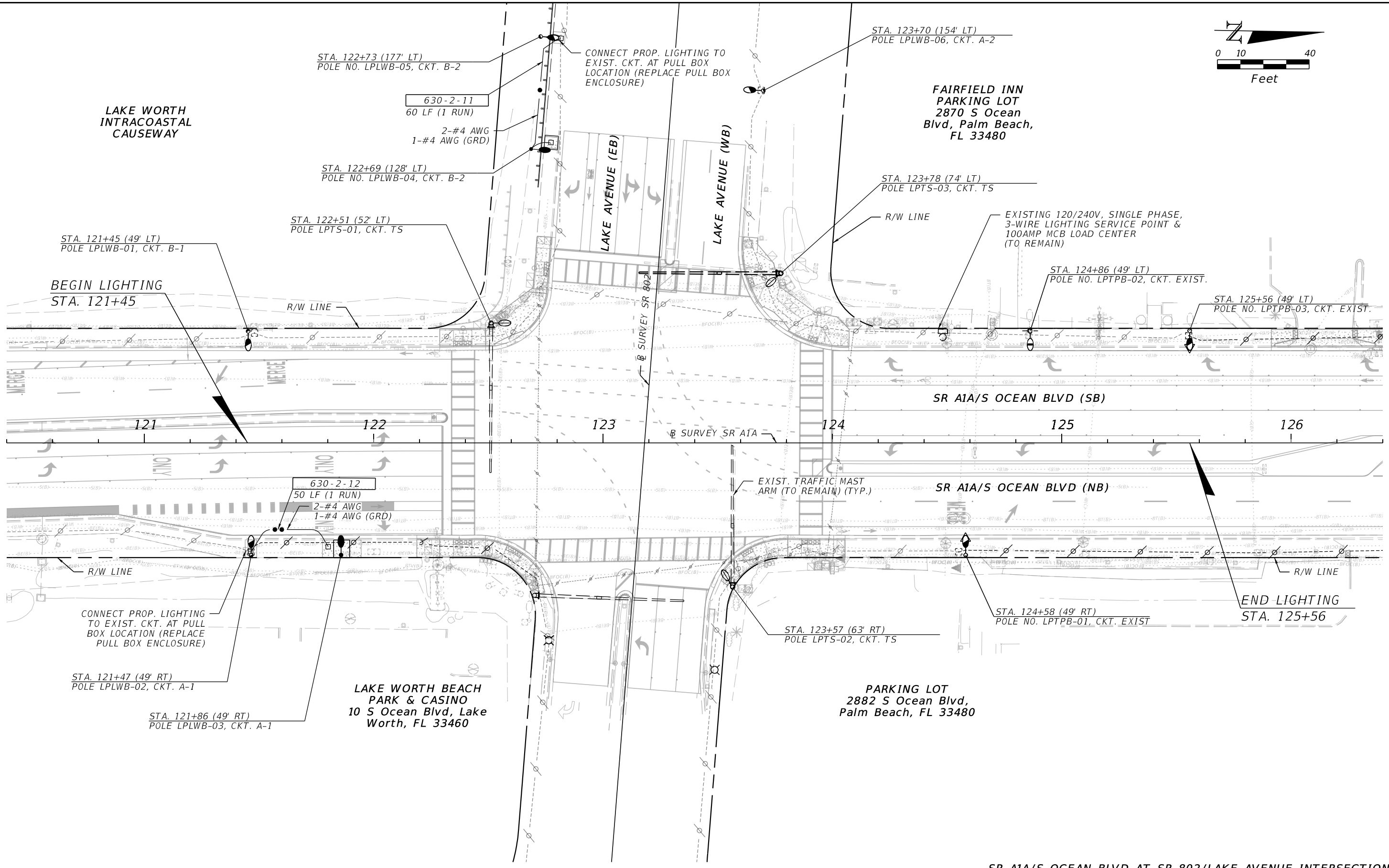
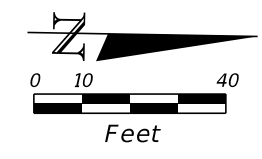
EXISTING SIGNALIZED INTERSECTION

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

MIDBLOCK CROSSING

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

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



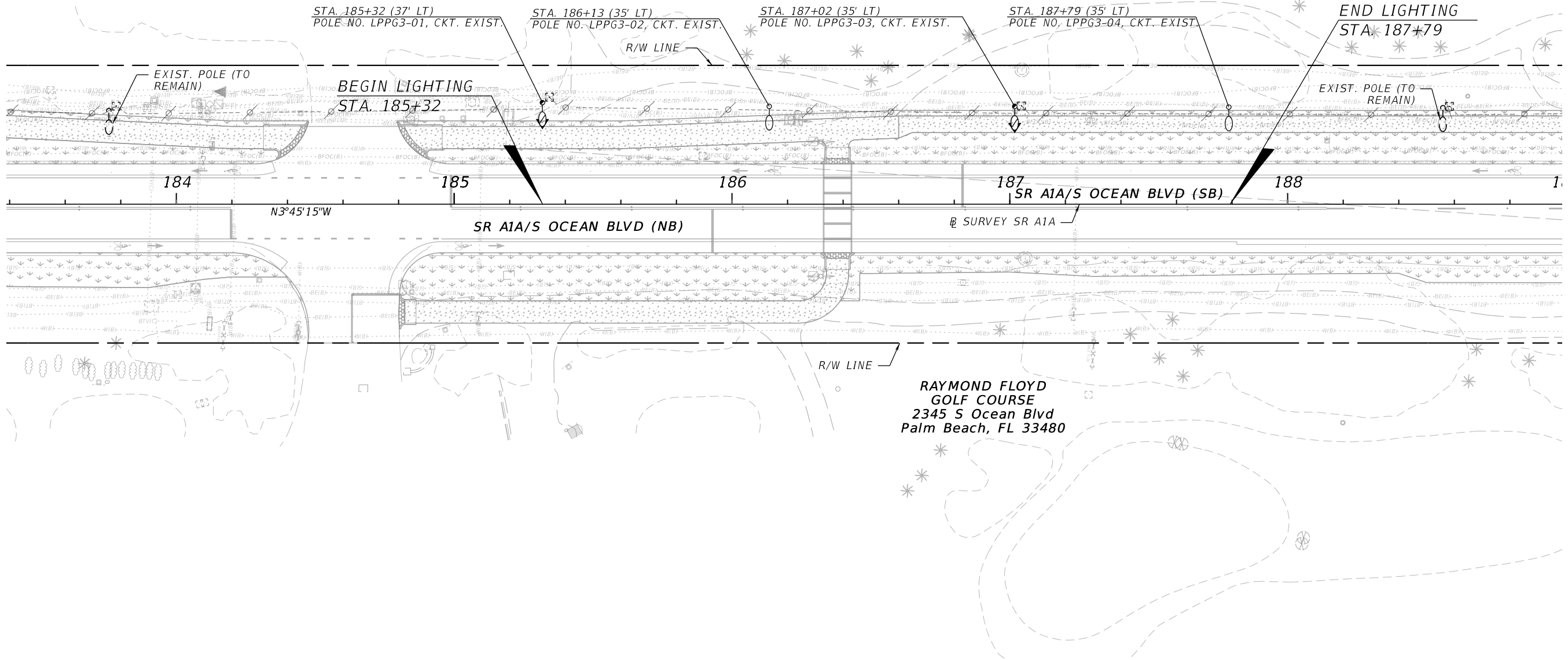
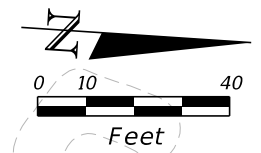
SR A1A/S OCEAN RT BLVD AT SR 802/LAKE AVENUE INTERSECTION

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| REVISIONS | | | | ENGINEER OF RECORD | | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SHEET NO. |
|-----------|-------------|------|-------------|--|--|--|--------|----------------------|--------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | FERNANDO AMADO-MATEUS, P.E. LICENSE NUMBER 76201 TRACE CONSULTANTS, INC. 8900 SW 117 AVENUE, SUITE 105B MIAMI, FL 33186 11 | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | | | | | | | SR A1A | PALM BEACH |

LIGHTING PLAN

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



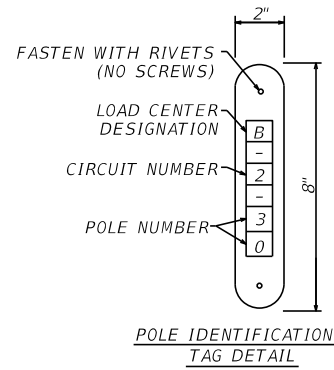
SR A1A/S OCEAN BLVD AT RAYMOND FLOYD GOLF COURSE (PG-3) MIDBLOCK CROSSING

| REVISIONS | | | | ENGINEER OF RECORD | | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SHEET NO. |
|-----------|-------------|------|-------------|--|----|--|------------|----------------------|--------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | FERNANDO AMADO-MATEUS, P.E. LICENSE NUMBER: 76201 TRACE CONSULTANTS, INC. 8900 SW 117 AVENUE, SUITE 105B MIAMI, FL 33186 | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | | | | 12 | SR A1A | PALM BEACH | 447663-1-52-01 | L-5 |

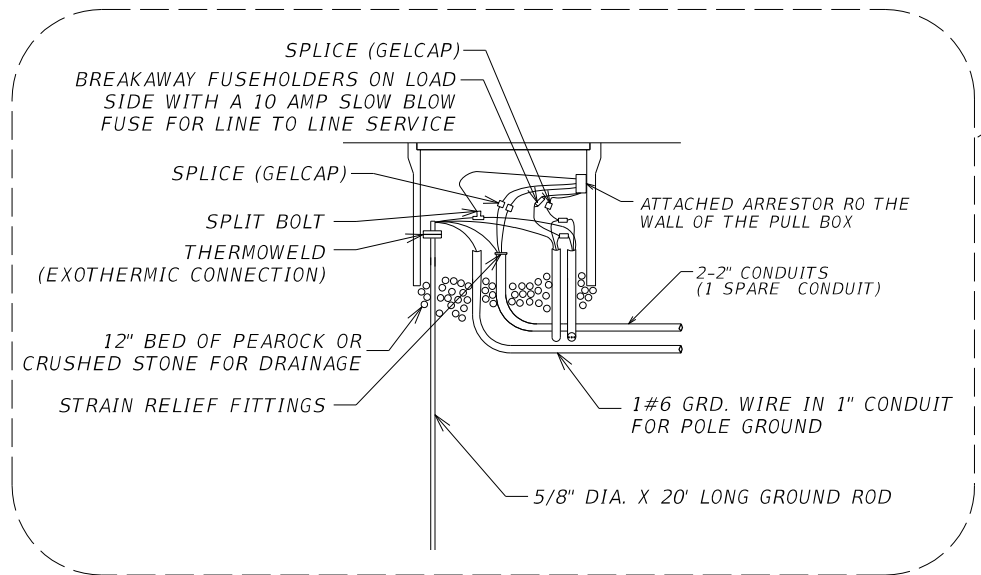
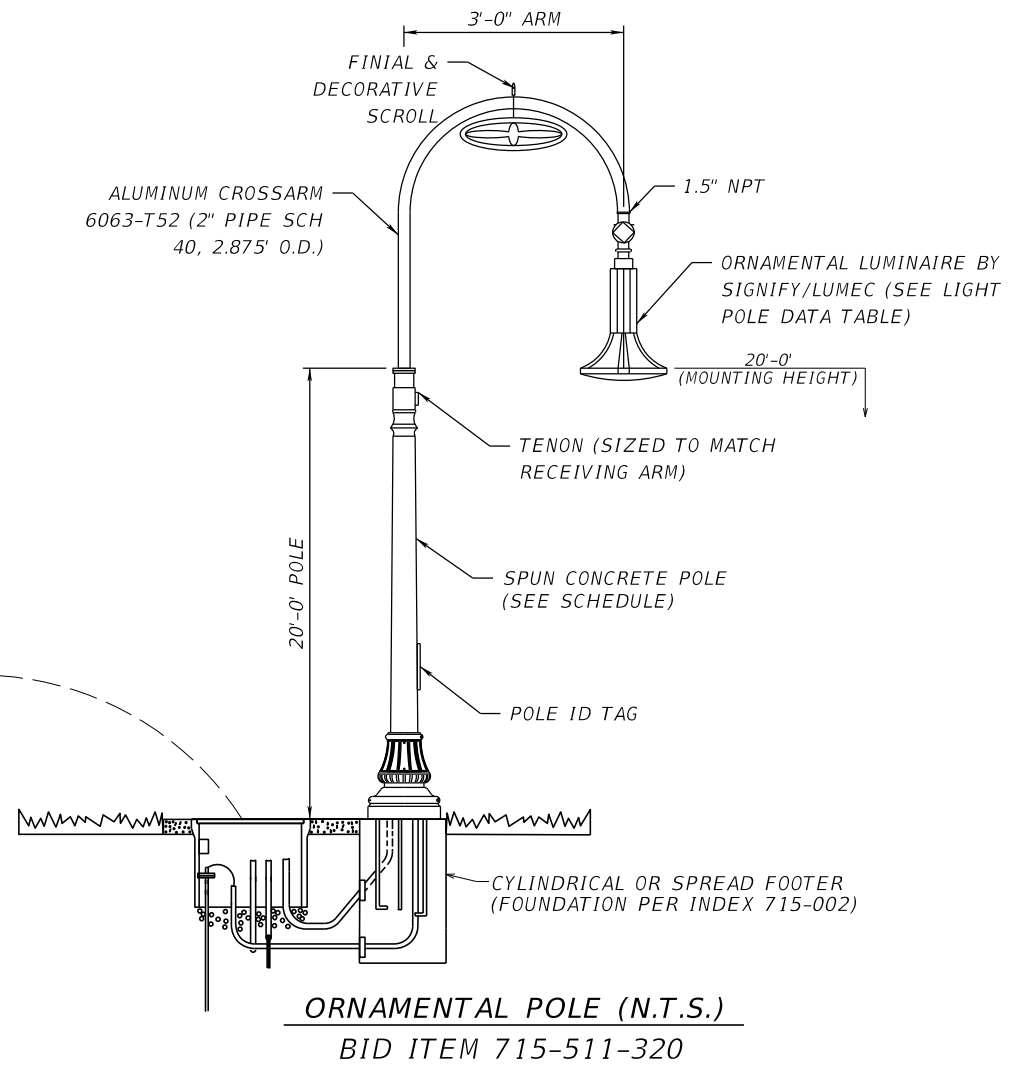
LIGHTING PLAN

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POLE IDENTIFICATION TAG DETAIL



DETAIL 'A' - PULL BOX WIRING

ORNAMENTAL POLE SCHEDULE

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

SHOP DRAWINGS

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

ORNAMENTAL POLE DETAILS (1 OF 2)

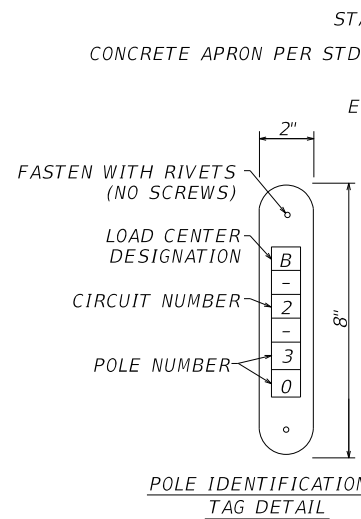
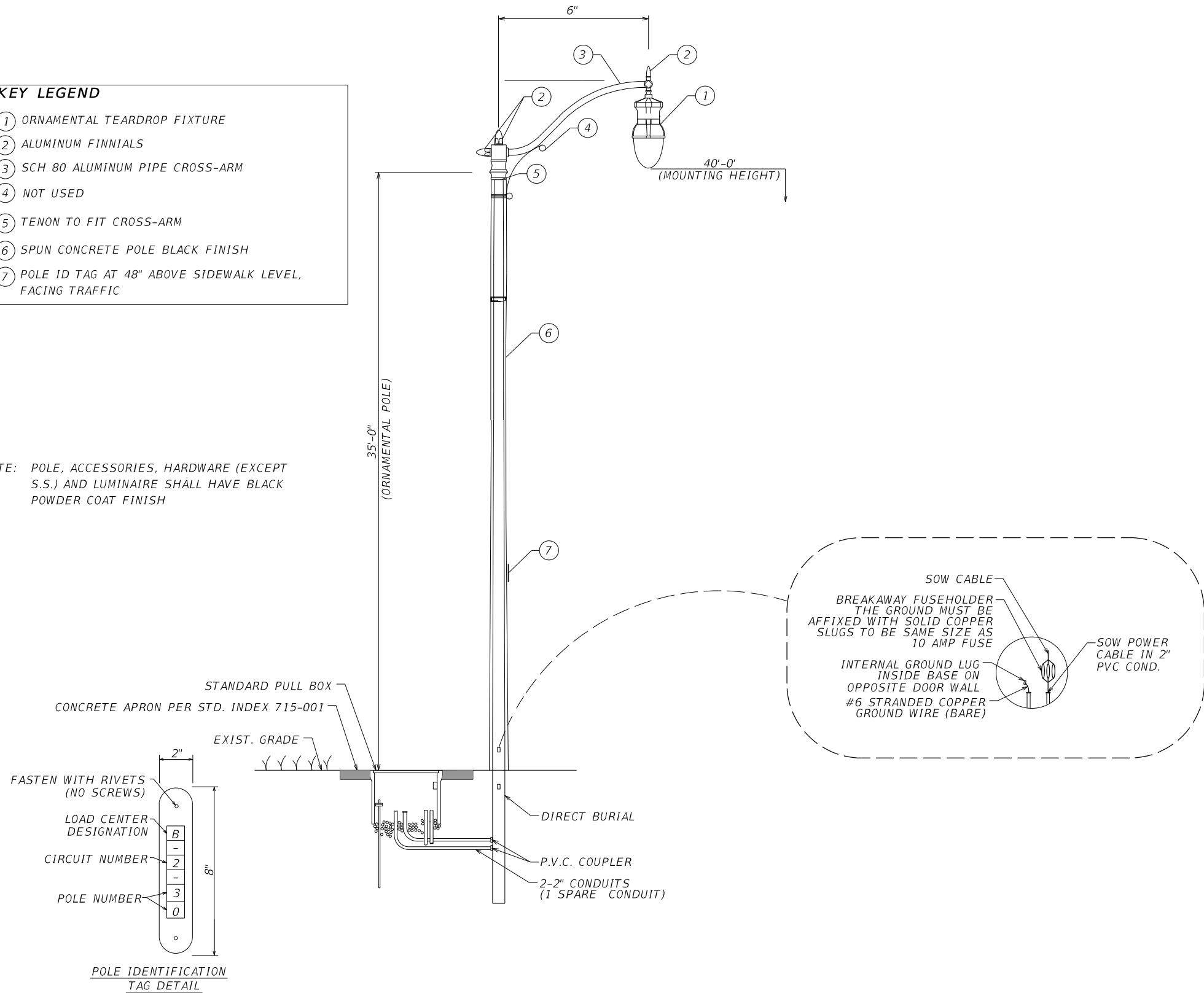
| REVISIONS | | | | ENGINEER OF RECORD | | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SHEET NO. |
|---------------------|-------------|------|-------------|---|--|---|------------|----------------------|-----------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | | | ROAD NO. | COUNTY | FINANCIAL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

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

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



ORNAMENTAL POLE INSTALLATION DETAIL

* POLES BY FPL


ORNAMENTAL POLE DETAILS (2 OF 2)

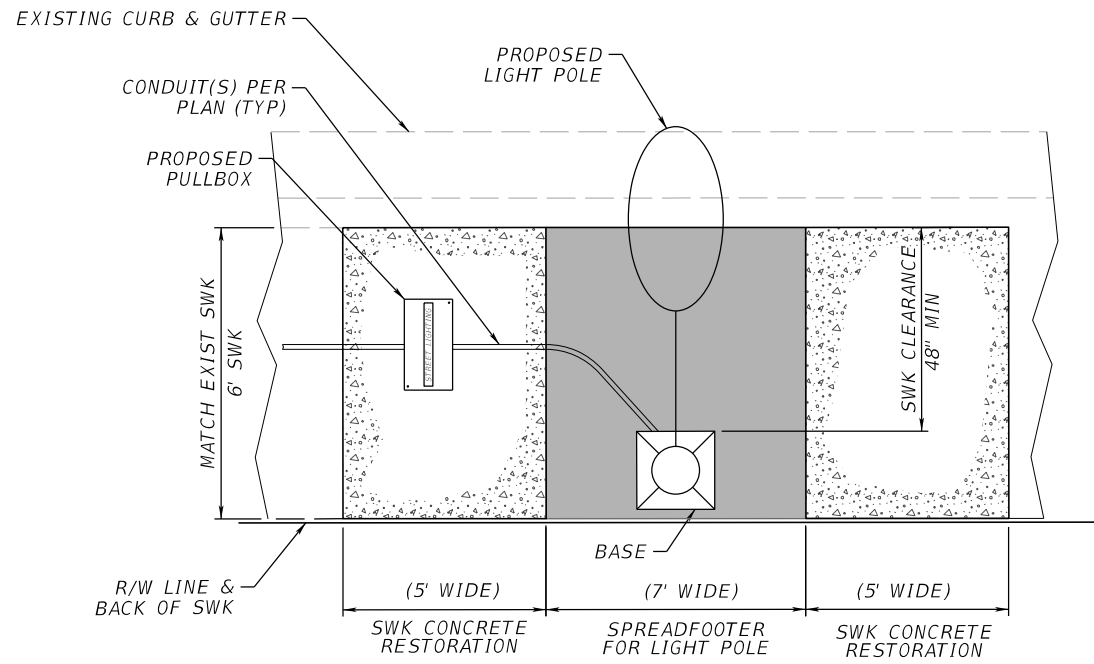
| REVISIONS | | | | ENGINEER OF RECORD | | | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SHEET NO. |
|-----------|-------------|------|-------------|--|--|--|---|------------|----------------------|-----------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | FERNANDO AMADO-MATEUS, P.E. LICENSE NUMBER: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

POLE DETAILS


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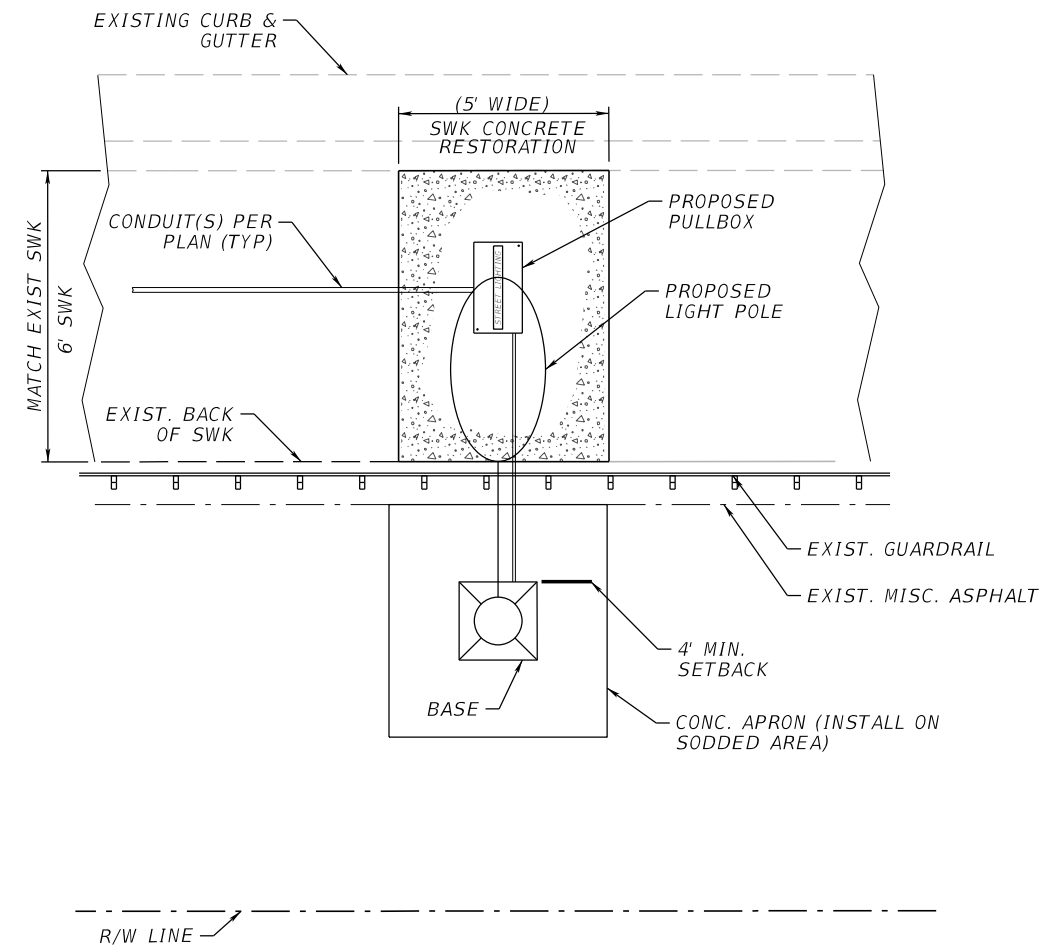
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

DIRECTION OF TRAFFIC 



DETAIL 'A' - POLE LP-LWB03

DIRECTION OF TRAFFIC 



DETAIL 'B' - POLE LP-LWB04

LIGHT POLE AND SITE RESTORATION DETAILS

| REVISIONS | | | | ENGINEER OF RECORD | | | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SHEET NO. |
|-----------|-------------|------|-------------|--|--|--|--|------------|----------------------|--------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | FERNANDO AMADO-MATEUS, P.E. LICENSE NUMBER: 76201 TRACE CONSULTANTS, INC. 8900 SW 117 AVENUE, SUITE 105B MIAMI, FL 33186 | | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | | | | | | SR A1A | PALM BEACH | 447663-1-52-01 | L-8 |

POLE DETAILS

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SERVICE POINT DATA TABLE

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

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

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

(EXISTING SERVICE CONDUCTORS TO REMAIN)

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

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

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

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

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

THIS AGREEMENT made and entered into this date 06/16/2023 | 8:55 AM EDT, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **CITY OF LAKE WORTH BEACH**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over State Road (S.R.) 5 beginning from Mile Post (M.P.) 0.773 to 1.619 and at M.P. 1.695 to M.P. 2.071, and

WHEREAS, the **DEPARTMENT** seeks to install and have maintained by the **AGENCY** certain highway **IMPROVEMENTS**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain SR 5 beginning from M.P. 0.773 to M.P. 2.071 (within the limits of the **AGENCY**); and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the specific elements constructed under Project Number **446173-1-52-01** to include decorative lighting; hereinafter called **IMPROVEMENTS** installed along SR 5 M.P. 0.773 to M.P. 2.071; and

WHEREAS, the Project involves the scope of work as described within **Exhibit A (Project Location, Description and Aerial)** and **Exhibit B (Construction Plans)**, which will benefit the **AGENCY**; and

WHEREAS the parties hereto mutually recognize the need for entering into an **AGREEMENT** designation and setting forth the responsibilities of each party; and

WHEREAS the **AGENCY** by Resolution Number 18-2023 entered this date 06/09/2023, attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

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

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

- A. The **DEPARTMENT** has issued Project Number **446173-1-52-01** to construct the **IMPROVEMENTS** as detailed in **Exhibit A** and **Exhibit B** that will benefit the **AGENCY**.
- B. The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.
- C. The **AGENCY** shall coordinate with FWC and FDEP to meet the specific lighting requirements for sea turtle nesting beaches as needed.
- D.
- E. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job by the **DEPARTMENT**.

The **AGENCY** must maintain the **IMPROVEMENTS** associated within the limits of the project.

3. MAINTENANCE OF FACILITIES

- A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under Project Number **446173-1-52-01** within the limits of construction. Maintenance by the **AGENCY** will include but not limited to inspection, repair, restoration, replacement, coating and general maintenance of all decorative or non-standard features within the limits of construction. This includes Project Number **446173-1-52-01** for decorative light poles, installed along SR 5, from M.P. 0.773 to M.P. 2.071

This maintenance provision will apply to all existing decorative or non-standard lights already installed within the limits of the **AGENCY**.

- 1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.
- 2) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.

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FM No.(s): 446173-1-52-01
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- 3) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn-out parts of the **IMPROVEMENTS**. The **AGENCY**'s responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary inspection, maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair, coating replacement, and replacement due to normal wear and tear, named storm event, acts of God, vandalism, and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.
- 4) The **AGENCY** shall perform all activities necessary to keep the **IMPROVEMENTS** fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power, and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the **IMPROVEMENTS** (including the poles and all other component parts installed as part of the **IMPROVEMENTS**), and locating (both vertically and horizontally) the **IMPROVEMENTS**, as may be necessary.
- 5) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking relating to the maintenance obligation I function or **AGREEMENT** termination.
- 6) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**, as per the requirements in **Exhibit C (Maintenance Plan Requirements)**.
- 7) The **AGENCY** shall be responsible to maintain the light pole structures, attachments and electrical components. The **AGENCY** shall replace the structure if destroyed in an accident by third parties. The **DEPARTMENT** expressly assigns its rights, interests and privileges pertaining to said **IMPROVEMENTS**' damage to the **AGENCY**, so **AGENCY** can pursue all claims and causes of actions against the third parties responsible for the damage. The **DEPARTMENT** will assist the **AGENCY** as necessary and will confirm **AGENCY'S** authorization to pursue recovery. The **AGENCY** will be responsible for all attorneys' fees and costs incurred in its recovery activities. The **AGENCY** shall not file suit in the name of the **DEPARTMENT**.
- B. After the **DEPARTMENT's** installation of the **IMPROVEMENTS**, the **AGENCY** shall be responsible for maintaining the **IMPROVEMENTS** consistent with all ADA Laws existing and as amended and shall indemnify the **DEPARTMENT** for any and all costs or expenses incurred by the **DEPARTMENT** for the **AGENCY's** failure to maintain the

SECTION NO.: 93020000
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IMPROVEMENTS in compliance with all ADA Laws existing and as amended. Costs and expenses shall include the costs to maintain the **IMPROVEMENTS** in compliance with all ADA Laws existing and as amended, attorney's fees and costs and any judgments. The foregoing indemnification shall not be construed as an indemnification for the **DEPARTMENT's** failure to install the **IMPROVEMENTS** in compliance with all ADA Laws existing at the time of installation.

- 1) Adjacent sidewalk areas shall be accessible at all times during the **AGENCY's** maintenance of the **IMPROVEMENTS**. If sidewalk closures are needed, alternate routes shall be clearly identified, and missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.
 - 2) Nothing in this **AGREEMENT** should be interpreted or construed as a waiver of the **AGENCY's** or **DEPARTMENT's** rights to sovereign immunity or as an agreement to be sued by a third party. Further, there are no third-party beneficiaries to this **AGREEMENT**.
- C. All **IMPROVEMENTS** shall at all times have a notification sign posted with the name and phone number of the **DEPARTMENT** within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact **AGENCY** regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.
- D. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans for Roadway Construction, (e) Manual on Uniform Traffic Control Devices (MUTCD), and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.
- E. Any work impacting traffic flow along SR 5 must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT's** Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
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S.R. No.: 5

or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **CITY OF LAKE WORTH BEACH, CITY MAYOR**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

- 1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 3) If there is no standard equivalent item or if in the **DEPARTMENT's** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 4) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 7 of this **AGREEMENT** and remove, by the **DEPARTMENT** or its Contractor's personnel, all the **IMPROVEMENTS** installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this **AGREEMENT** may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional **IMPROVEMENTS** within the limits of the rights of ways identified as a result of this document subject to the following conditions:

- 1) Plans for any new **IMPROVEMENTS** shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.

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FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
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- 2) The **AGENCY** shall procure a permit and/ or Construction **AGREEMENT** from the **DEPARTMENT**, as appropriate.
- 3) All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- 4) The **AGENCY** agrees to comply with the requirements of this **AGREEMENT** regarding any additional **IMPROVEMENTS** installed at no cost to the **DEPARTMENT**.

7. **AGREEMENT TERMINATION**

This **AGREEMENT** may be terminated under anyone (1) of the following conditions:

- 1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this **AGREEMENT**, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- 2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this **AGREEMENT**.
- 3) By the **DEPARTMENT** with a six (6) month written notice.

8. **AGREEMENT TERM**

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for as long as the **IMPROVEMENTS** shall exist.

9. **LIABILITY AND INSURANCE REQUIREMENTS**

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
- B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

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- 1) **AGENCY'S** contractor shall at all times during the term of this **AGREEMENT** keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
- 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.
- 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

- 1) Utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and
- 2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Local Funded Agreement(s) and State Highway Lighting Maintenance and Compensation Agreement(s) **BD648** signed between the parties, as amended, as to all other **IMPROVEMENTS** not specifically mentioned in this Agreement. The streetlights installed under this project will be compensated as streetlights under the State Highway Lighting Maintenance and Compensation Agreement. If the **DEPARTMENT** and **AGENCY** fail to agree on the annual lump sum amount to be paid under the State Highway Lighting Maintenance and Compensation Agreement, this Agreement shall

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supersede that Agreement and the **AGENCY** agrees to maintain the lights solely under this Agreement.

12. EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

14. ASSIGNMENT

This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. LAWS GOVERNING

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. Venue with respect to judicial proceedings arising out of this **AGREEMENT** shall be in Broward County, Florida.

16. NOTICES

All notices given or required under this **AGREEMENT** shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT**:

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FM No.(s): 446173-1-52-01
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State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421 If to the

AGENCY:

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

17. LIST OF EXHIBITS

- Exhibit A: Project Location, Description and Aerial
- Exhibit B: Lighting Plans
- Exhibit C: Maintenance Plan Requirements

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

AGENCY:

City Of Lake Worth Beach
Corporation of the State of Florida:

By: *Melissa Ann Coyne* Date: 6/15/2023
for City Manager / Mayor
Print Name: Melissa Ann Coyne, CMC



ATTEST:

Melissa Ann Coyne, CMC Date: 6/15/2023
By: _____
Clerk
Print Name: Melissa Ann Coyne, CMC

Approved as to Form:

By: *Christy Goddeau* Date: 6/15/2023
City Attorney
Print Name: Christy Goddeau

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

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

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Paul Lampley
9EDDE694B8ED497
Sign: _____
Director of Operations

Print Name: Paul A. Lampley

Date: 06/16/2023 | 8:55 AM EDT

Approval as to Form:

DocuSigned by:
Francine Steelman
43DE6BB3D3BF464...
Sign: _____
Assistant District General Counsel

Print Name: Francine Steelman

Date: 06/15/2023 | 4:49 PM EDT

SECTION NO.: 93020000
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COUNTY: Palm Beach
County
S.R. No.: 5

EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL

I. Location:

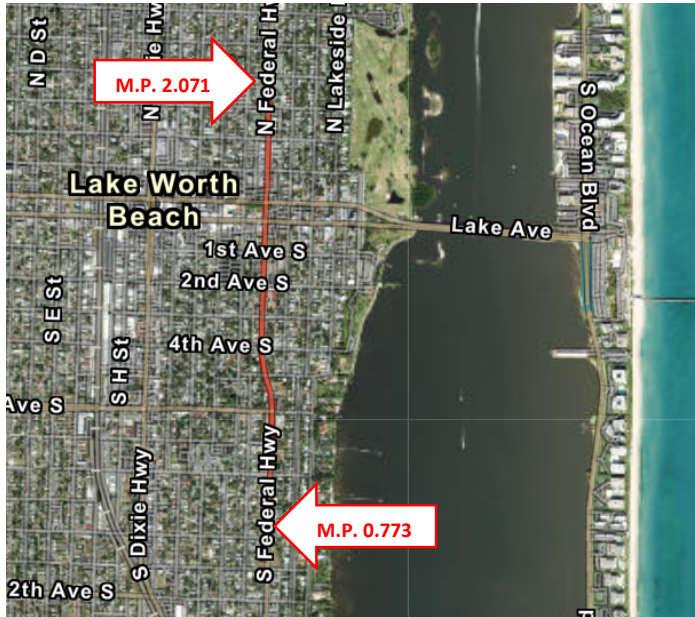
The **IMPROVEMENTS** associated with this **AGREEMENT** are located in the City of Lake Worth Beach, in Palm Beach, Florida along State Road 5, section 93020000, beginning M.P. 0.773 to M.P. 2.071.

II. Description of Work:

Project Number **446173-1-52-01** to include decorative light.

It will be the responsibility of the **AGENCY** to maintain the **IMPROVEMENTS** described in this **AGREEMENT**.

III. Aerial



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EXHIBIT B

LIGHTING PLANS

Lighting Plans prepared by Juan S. Calderon, P.E., dated January 1st, 2023, as approved by the **DEPARTMENT.**

LIGHTING PLANS (attached)

Sheets Included:

| PDF Page Number (#) | Plan Sheet (#) | Sheet(s) Description |
|---------------------|----------------|--------------------------------|
| 14 | L-1 | KEY SHEET |
| 15 | L-2 | LIGHTING DATA TABLE AND LEGEND |
| 16-20 | L-3 thru L-7 | LIGHTING PLAN |
| 21 | L-8 | SPECIAL DETAILS |
| 22 | L-9 | SERVICE POINT DETAILS |

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

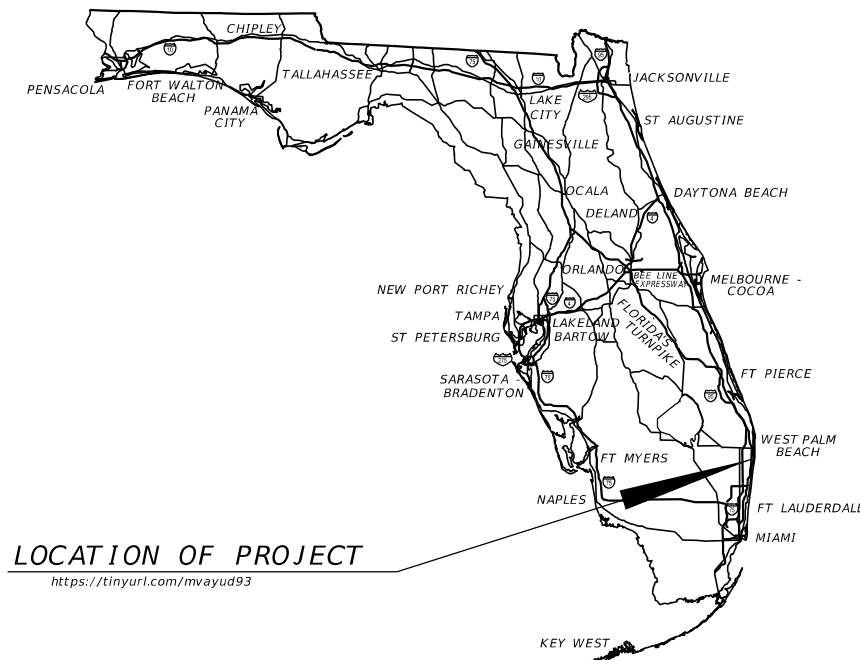
CONTRACT PLANS

FINANCIAL PROJECT ID 446173-1-52-01

PALM BEACH PALM BEACH COUNTY (93020000)

STATE ROAD NO.5 (N FEDERAL HWY) SR 5
FROM SOUTH OF 10TH AVE SOUTH TO 6TH AVE NORTH

LIGHTING PLANS

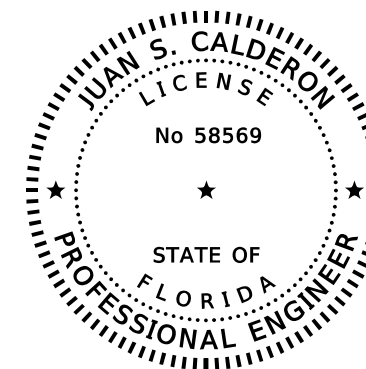


LOCATION OF PROJECT

<https://tinyurl.com/mvayud93>

INDEX OF LIGHTING PLANS

| SHEET NO. | SHEET DESCRIPTION |
|-----------|--------------------------------|
| L-1 | KEY SHEET |
| L-2 | LIGHTING DATA TABLE AND LEGEND |
| L-3 - L-7 | LIGHTING PLANS |
| L-8 | SPECIAL DETAILS |
| L-9 | SERVICE POINT DETAILS |



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

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

LIGHTING PLANS
ENGINEER OF RECORD:

JUAN S. CALDERON, P.E., PTOE. NO.: 58569
CALTRAN ENGINEERING GROUP, INC.
790 NW 107 AVENUE, SUITE 200
MIAMI, FL 33172
(786) 456-7700
CONTRACT NO.: CA739
VENDOR NO.: 27-4564005

FDOT PROJECT MANAGER:

LESLIE WETHERELL, P.E.

| CONSTRUCTION CONTRACT NO. | FISCAL YEAR | SHEET NO. |
|------------------------------|----------------|--------------|
| T0000 | 24 | L-1 |








LIGHTING DATA TABLE

| POLE NO. | CIRCUIT | STATION | OFFSET | SIDE | DIST. OR ARM | LUMINAIRE WATTAGE | MOUNTING HEIGHT | NUMBER OF LUMINAIRES | ARM CONFIGURATION | FOUNDATION | POLE DETAILS | PAY ITEM |
|----------|-------------|-----------|--------|------|--------------|-------------------|-----------------|----------------------|-------------------|------------|--------------|-------------|
| 1 | EXIST. B-I | 72+71.24 | 33.33 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 2 | EXIST. B-I | 72+71.51 | 42.57 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 3 | EXIST. B-II | 81+13.27 | 48.76 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 4 | EXIST. B-II | 81+50.76 | 44.46 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 5 | EXIST. C-II | 114+49.92 | 24.29 | RT | -- | 80 | 16 | 1 | POST TOP | EXIST. | RETROFIT | 715-11-213 |
| 6 | EXIST. C-I | 114+87.31 | 26.24 | LT | -- | 80 | 16 | 1 | POST TOP | EXIST. | RETROFIT | 715-11-213 |
| 7 | EXIST. C-I | 114+97.71 | 42.94 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 8 | EXIST. C-I | 115+34.65 | 55.56 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 9 | EXIST. D-1 | 115+49.29 | 26.80 | LT | 3 | 80 | 20 | 1 | PENDANT | EXIST. | RETROFIT | 715-11-216 |
| 10 | EXIST. D-1 | 119+05.52 | 24.13 | LT | 3 | 80 | 20 | 1 | PENDANT | EXIST. | RETROFIT | 715-11-216 |
| 11 | EXIST. D-1 | 119+37.38 | 52.93 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 12 | EXIST. D-1 | 119+75.48 | 50.28 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 13 | EXIST. D-1 | 119+94.03 | 23.87 | LT | 3 | 80 | 20 | 1 | PENDANT | EXIST. | RETROFIT | 715-11-216 |
| 14 | EXIST. D-1 | 123+77.77 | 40.10 | RT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
| 15 | EXIST. D-1 | 124+15.48 | 40.48 | LT | -- | 80 | 16 | 1 | POST TOP | SPECIAL | CONCRETE | 715-511-315 |
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SIGNALIZED - UNSIGNALIZED AND AND RETROFIT DESIGN CRITERIA

AVERAGE INITIAL INTENSITY (H.F.C.) 1.5 (STD.)
1.0 MIN.
AVERAGE INITIAL INTENSITY IN CROSSWALK FOR THRU APPROACH MOVEMENT (V.F.C) 1.5 (STD.)
1.0 (MIN.)
ILLUMINATION UNIFORMITY RATIOS-
AVG./MIN. 4:1 Or Less
MAX./MIN. 10:1 Or Less
WIND SPEED: 170 MPH

LEGEND

- SYMBOLS DESCRIPTION**
-  PROPOSED 80 WATT LIGHTING POST TOP MOUNTED LED LUMINAIRE WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED POST-TOP LUMINAIRE FIXTURE MPTR-80W48LED3K-G3-LE45-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 4466.39 AT 45 H 67V, DESIGNED FOR 8299 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. ALSO, USE AMERON DECORATIVE STREET LIGHTING POLE (VEF06.ISPL), AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
 -  EXISTING POST TOP MOUNTED TO BE RETROFITTED WITH 80W LED LUMINAIRE WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED POST TOP LUMINAIRE FIXTURE MPTR-80W48LED3K-G3-LE25-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 5352.09 AT 67.5 H 66V, DESIGNED FOR 8299 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
 -  EXISTING POST TOP MOUNTED TO BE RETROFITTED WITH 80W LED LUMINAIRE WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED POST-TOP LUMINAIRE FIXTURE MPTR-80W48LED3K-G3-LE45-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 4466.39 AT 45 H 67V, DESIGNED FOR 8299 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
 -  EXISTING PENDANT MOUNTED TO BE RETROFITTED WITH 80W LED LUMINAIRE (PENDANT) WITH TYPE IV SHORT IES DISTRIBUTION. USE SESCO LIGHTING METROSCAPE LED PENDANT LUMINAIRE FIXTURE MSR-80W48LED3K-G3-LE45-UNV-DMG-MA2-PH9-RCD7-GN4TX, MAXIMUM CANDELA= 4389.19 AT 45 H 70V, DESIGNED FOR 8152 INITIAL LUMENS. 240V, 7-PIN RECEPTACLE FOR PHOTOELECTRIC CELL. AS APPROVED BY THE CITY OF LAKE WORTH BEACH.
 -  EXISTING LIGHTING POLE AND LUMINAIRE (POST TOP MOUNT) TO REMAIN.
 -  EXISTING LIGHTING POLE AND LUMINAIRE (PENDANT) TO REMAIN.
 -  2" HIGH DENSITY POLYETHYLENE (HDPE) CONDUIT DIRECTIONAL BORE. PROPOSED CONDUCTORS INSIDE CONDUIT TO BE RHW-2/RHH/XLP ONE BLACK INSULATION AND ONE WHITE INSULATION. RUN 1#6 GROUNDING CONDUCTOR WITH RHW-2 GREEN INSULATION INSIDE OF CONDUIT WITH OTHER CONDUCTORS.
 -  PROPOSED LIGHTING PULL BOX.
 -  EXISTING PULL BOX.
 -  EXISTING SERVICE POINT.

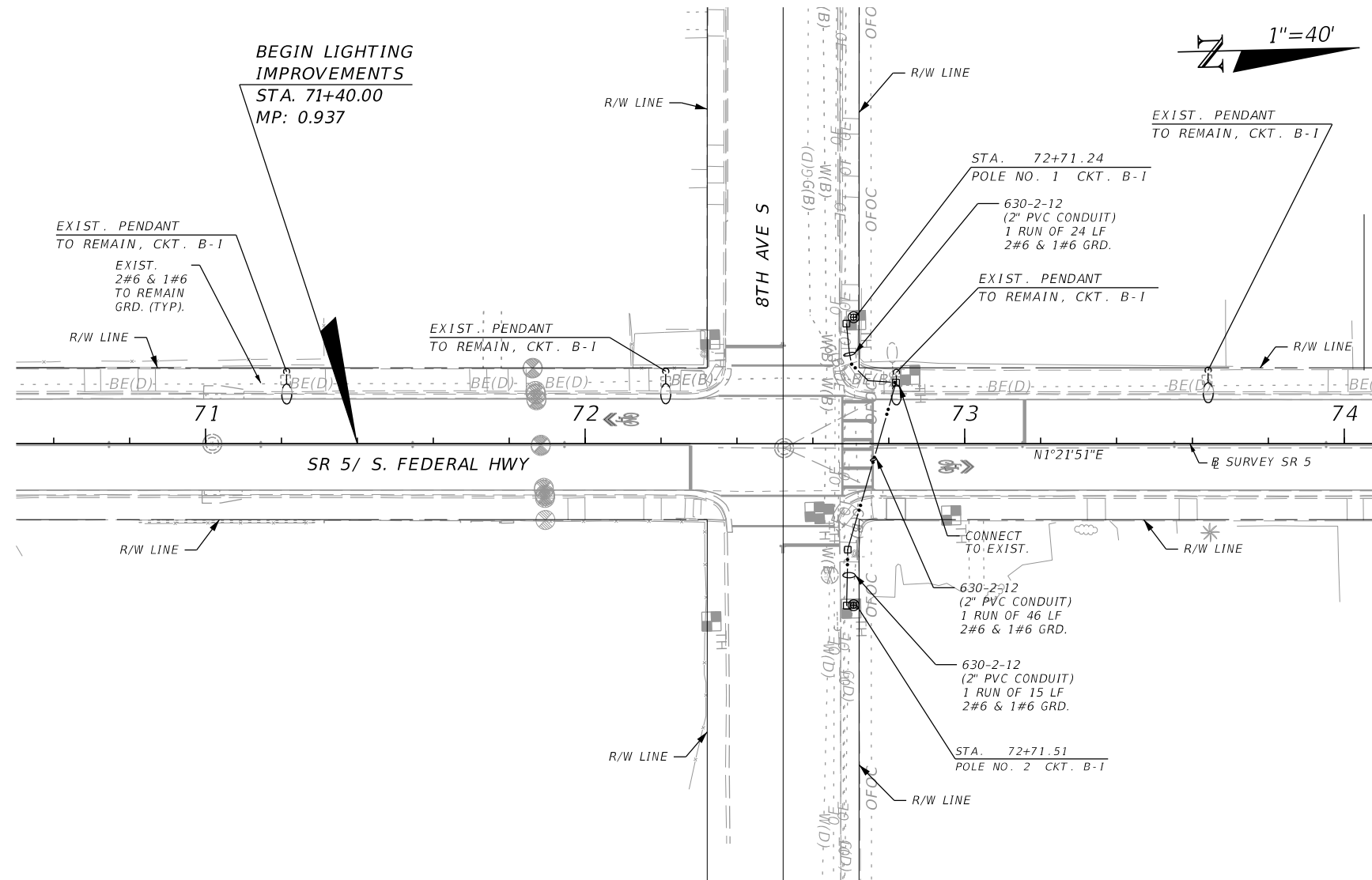
NOTES:

1. REFER TO ROADWAY COMPONENT SET FOR GENERAL NOTES.
2. THE MAINTAINING AGENCY IS LAKE WORTH BEACH ELECTRIC UTILITIES.
3. THE CONTRACTOR TO UTILIZE EQUIPMENT CAPABLE OF CONSTRUCTING THE AUGER AND INSTALLING THE LIGHTING POLES UNDER THE POWER/UTILITY LINES.

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| | | | | | | | | | | |
|-----------|-------------|------|-------------|---|--|--|------------|----------------------|---|-----------|
| REVISIONS | | | | ENGINEER OF RECORD | | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | LIGHTING DATA TABLE AND LEGEND | SHEET NO. |
| DATE | DESCRIPTION | DATE | DESCRIPTION | JUAN S. CALDERON, P.E. LICENSE NUMBER 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE, SUITE 200 MIAMI, FLORIDA, 33172 | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | |
| | | | | | | SR 5 | PALM BEACH | 446173-1-52-01 | | |



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| REVISIONS | | | |
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| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

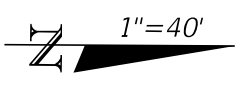
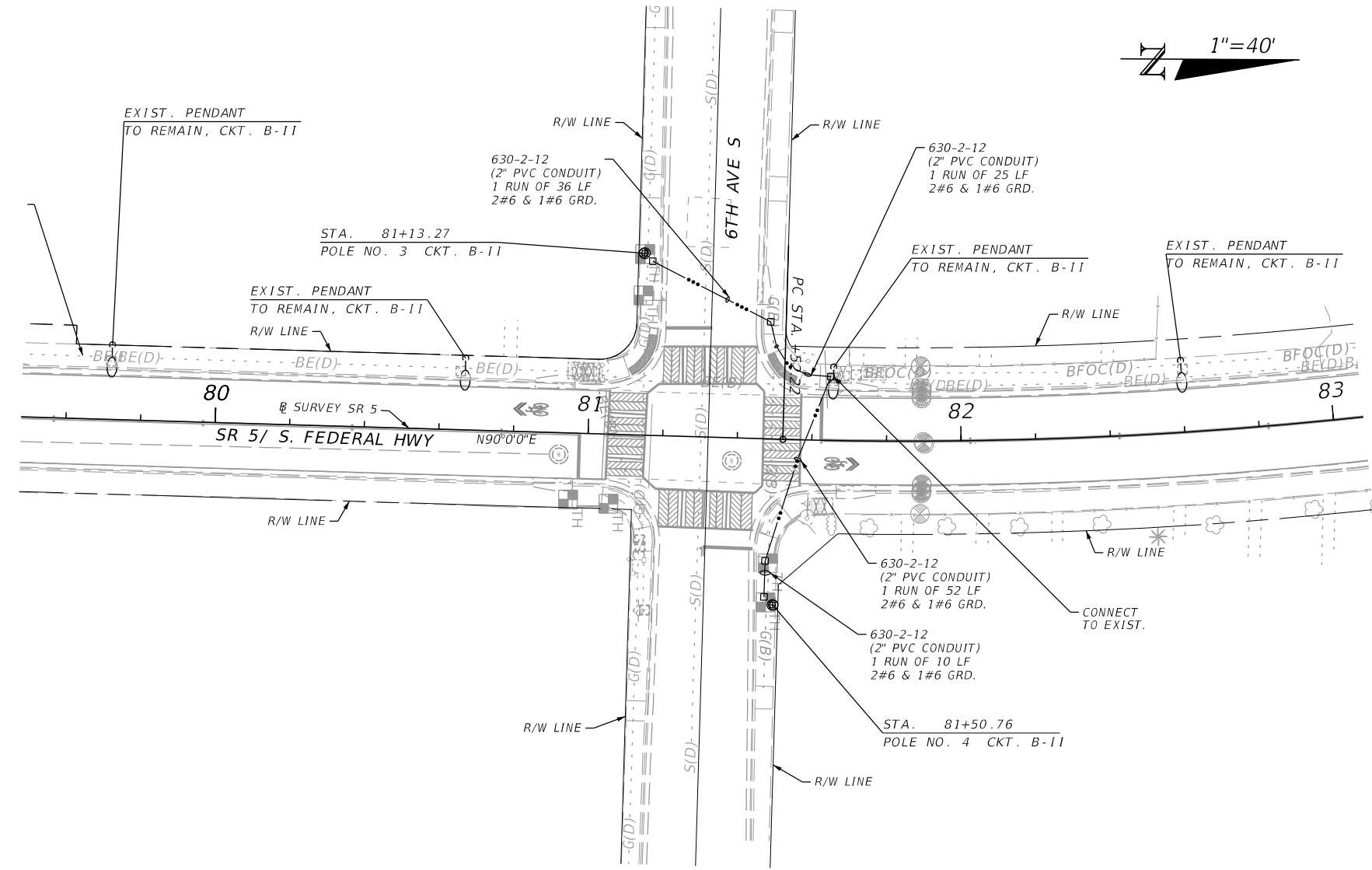
ENGINEER OF RECORD
 JUAN S. CALDERON, P.E.
 LICENSE NUMBER 58569
 CALTRAN ENGINEERING GROUP
 790 NW 107 AVE, SUITE 200
 MIAMI, FLORIDA, 33172

| STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | |
|--|------------|----------------------|
| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
| SR 5 | PALM BEACH | 446173-1-52-01 |

LIGHTING PLANS

SHEET NO.
 L-3

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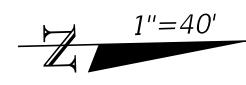
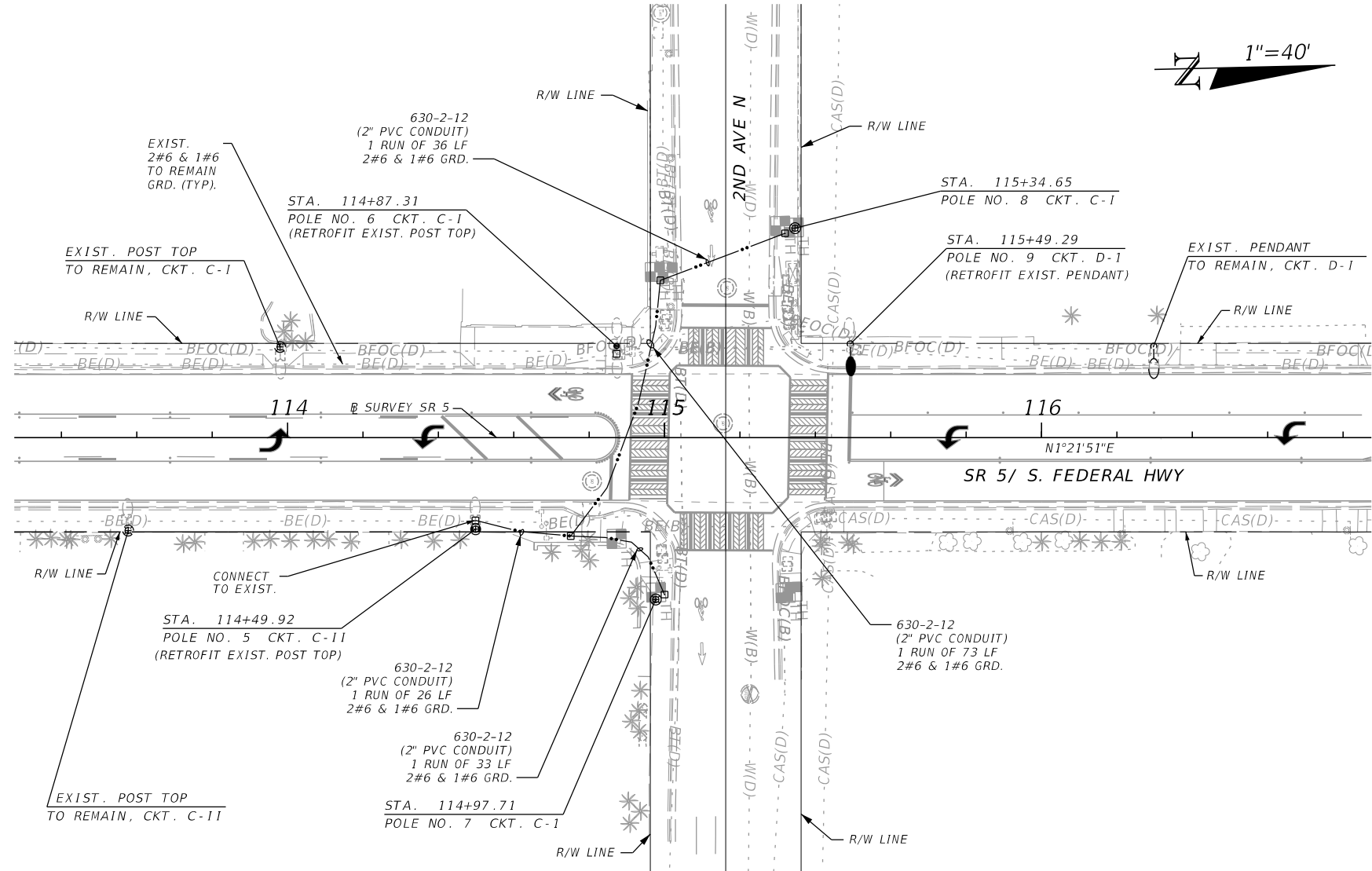


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|-----------|-------------|------|-------------|---|--|------------|----------------------|-----------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | | | JUAN S. CALDERON, P.E. LICENSE NUMBER 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE, SUITE 200 MIAMI, FLORIDA, 33172 | SR 5 | PALM BEACH | 446173-1-52-01 | L-4 |

LIGHTING PLANS

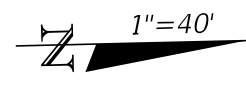
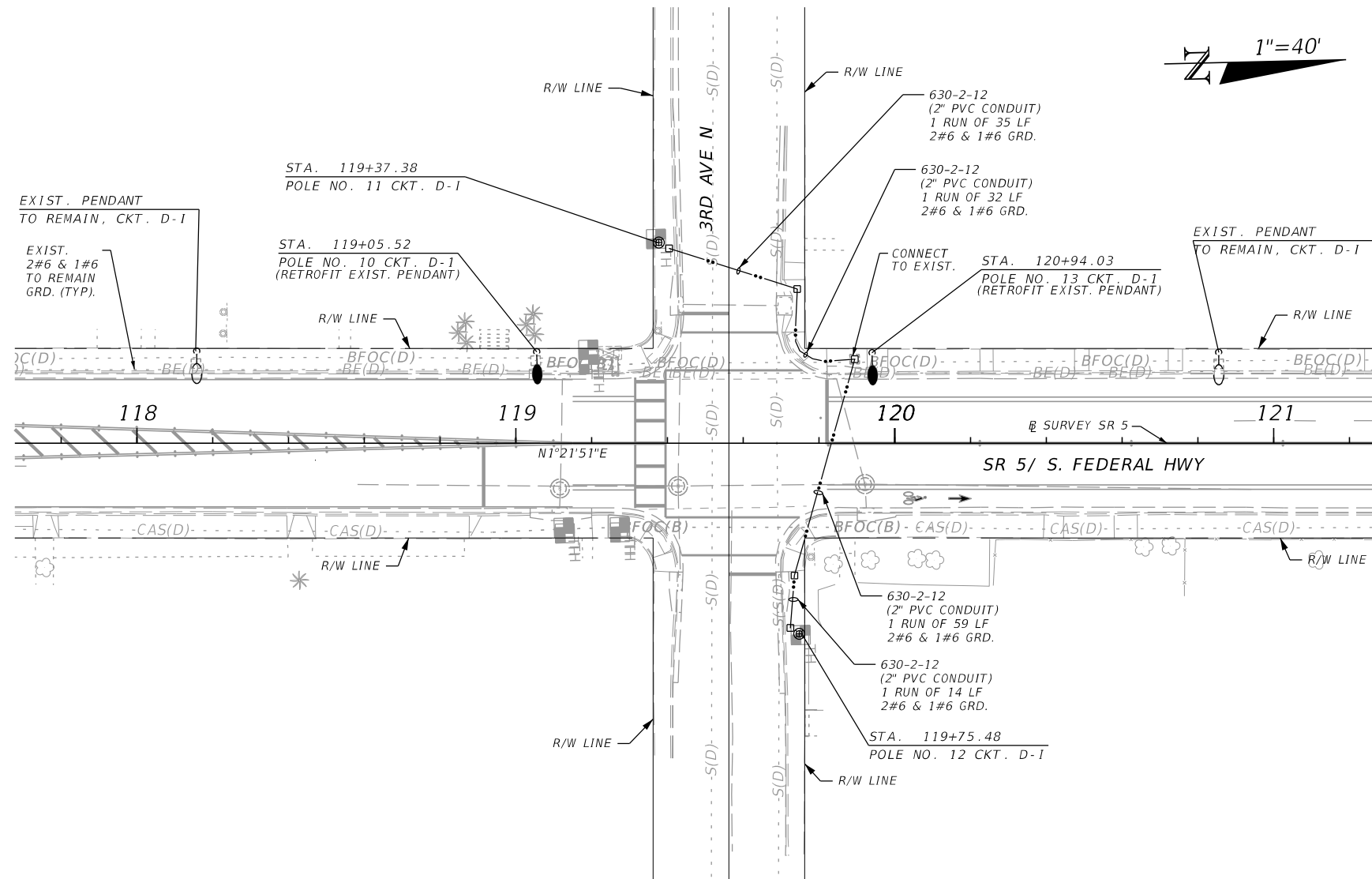
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| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SHEET NO. |
|-----------|-------------|------|-------------|---|--|------------|----------------------|---------------------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | | | JUAN S. CALDERON, P.E. LICENSE NUMBER 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE, SUITE 200 MIAMI, FLORIDA, 33172 | SR 5 | PALM BEACH | 446173-1-52-01 | LIGHTING PLANS L-5 |
| | | | | | 18 | | | |

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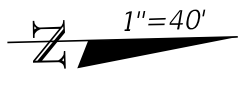
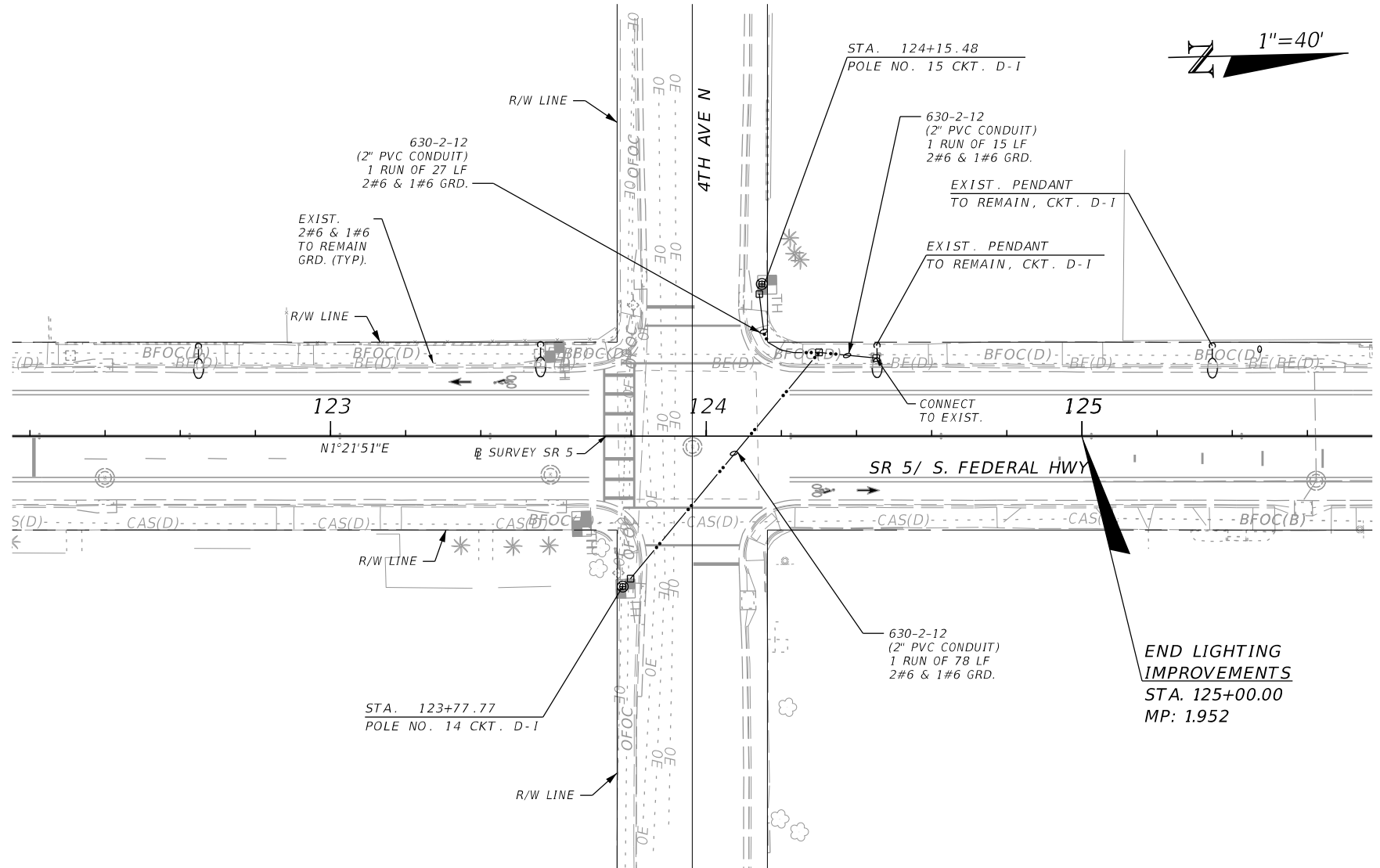
ENGINEER OF RECORD
 JUAN S. CALDERON, P.E.
 LICENSE NUMBER 58569
 CALTRAN ENGINEERING GROUP
 790 NW 107 AVE, SUITE 200
 MIAMI, FLORIDA, 33172

| | | |
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| STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | |
| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
| SR 5 | PALM BEACH | 446173-1-52-01 |

LIGHTING PLANS

SHEET NO.
 L-6

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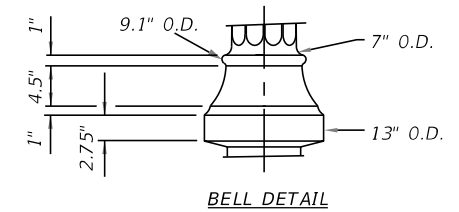
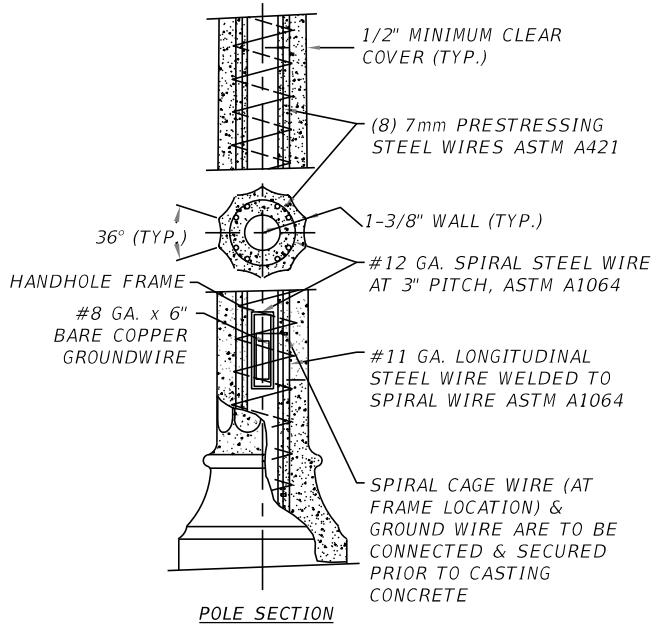
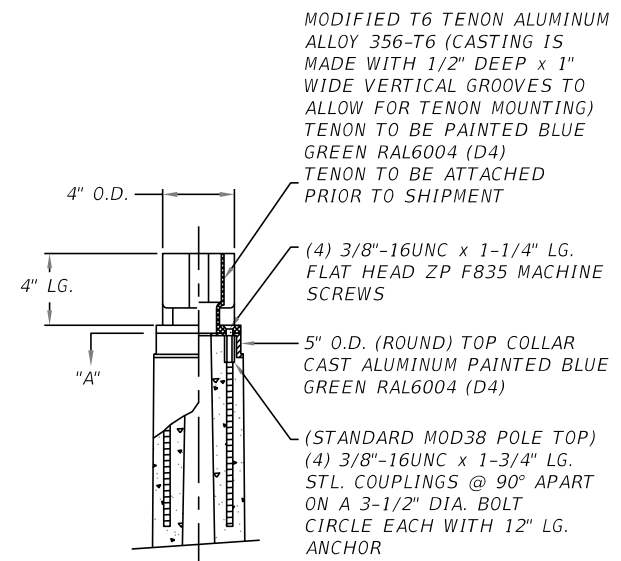
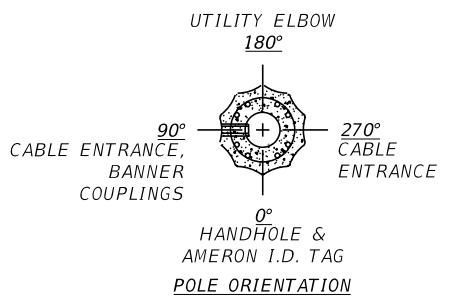
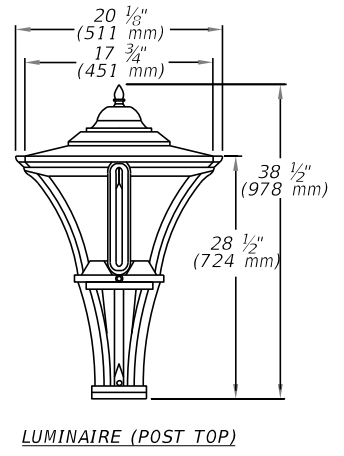
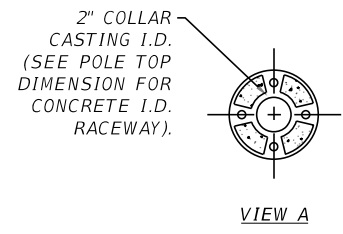
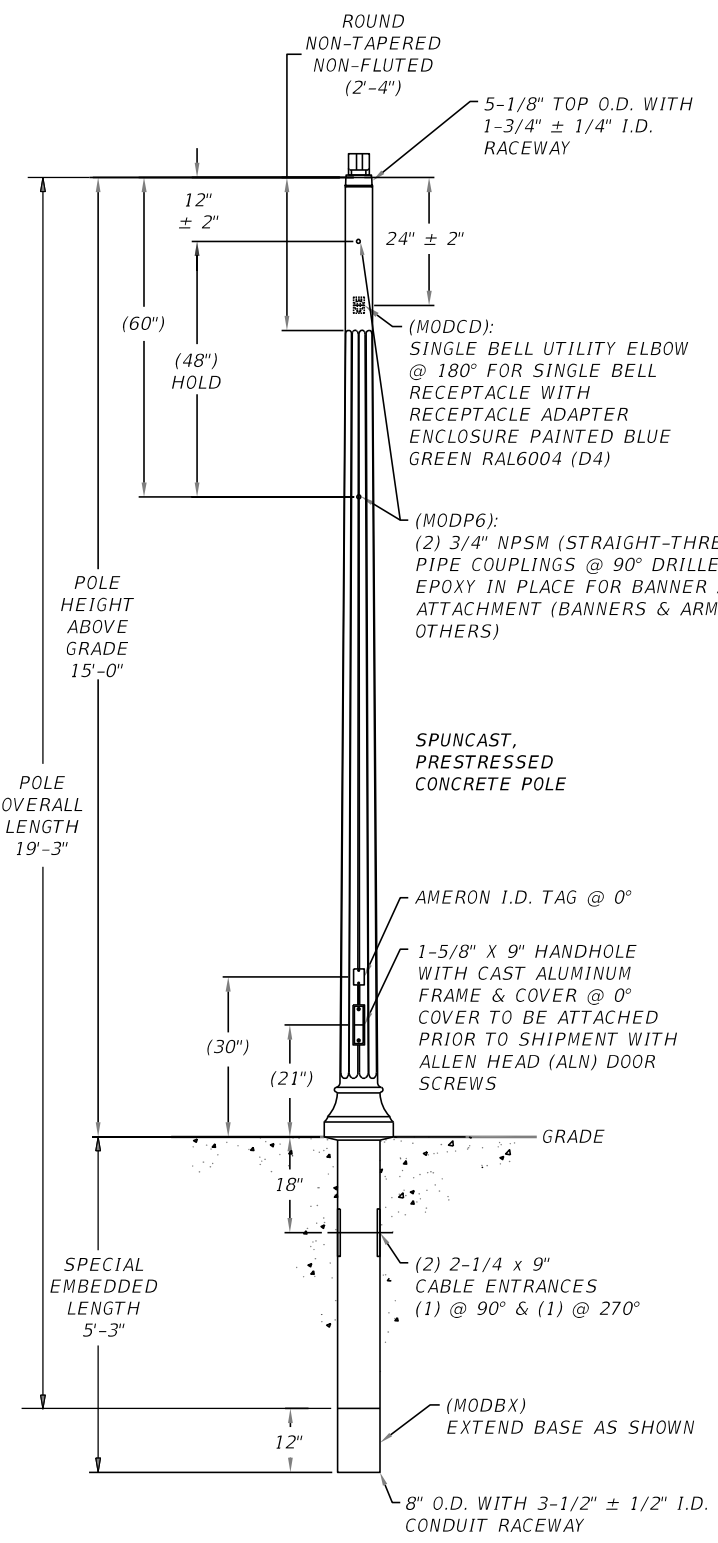


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| REVISIONS | | | | ENGINEER OF RECORD | | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SHEET NO. |
|-----------|-------------|------|-------------|---|--|--|--------|----------------------|--------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JUAN S. CALDERON, P.E. LICENSE NUMBER: 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE., SUITE 200 MIAMI, FL 33172 | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | | | | | 20 | | SR 5 | PALM BEACH |

LIGHTING PLANS

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TRADITIONAL VICTORIAN II EMBEDDED FLUTED POLE

| POLE DESIGNATION | POLE HEIGHT ABOVE GRADE | SPECIAL EMBEDDED DEPTH | OVERALL POLE LENGTH | BELL DIA | ULTIMATE GROUND LINE MOMENT (ft.-lbs.) | POLE WEIGHT (lbs.) |
|------------------|-------------------------|------------------------|---------------------|----------|--|--------------------|
| VEF04.6SPL | 15'-0" | 5'-3" | 20'-3" | 13" | 15,000 | 755 |

| "F" LEVEL POLE CONFIG CODES | | |
|-----------------------------|--------|-------|
| OPTION CLASS | ENTRY | INFO. |
| COATING | A | |
| HH COVER | 66521E | |
| DRILL-IN MOD | MODP6 | |

| "P" LEVEL POLE CONFIG CODES | | |
|-----------------------------|----------|--------|
| OPTION CLASS | ENTRY | INFO. |
| MIX | 41 | |
| FINISH | 3 | |
| COLLAR | 65825ED4 | ROUND |
| POLE TOP CONFIG. | MOD38 | |
| ELEC. ACC. | MODCD | |
| SPL. POLE LG. | MODBX | |
| STRUCT. MOD. | MODDCI | NOTE 8 |

| QTY | SHIPPING ASSEMBLY 2301-021 BILL OF MATERIAL |
|-----|--|
| 1 | VEF04.6*413A-9 |
| 1 | 40100EM4D4A - MOD. CAST ALUMINUM T6 TENON ASSEMBLY, 4" O.D. x 4" LG. (D4). |
| 1 | 45133ED4A - SINGLE BELL RECEPTACLE ASSEMBLY (D4). |

- NOTES:
- MIX (413A): GREEN NATURAL, EXPOSED AGGREGATE FINISH, WITH ARCHITECTURAL GLOSS ACRYLIC COATING.
 - ASTM C-150 TYPE III GRAY CEMENT.
 - f'c @ 28 DAYS = 7,000 PSI, USING SPUN CYLINDER TEST.
 - f'c @ 28 DAYS = 5,000 PSI, USING ASTM C-31 CYLINDER TEST.
 - POLES MANUFACTURED PER ASTM C-1089-13 SPECIFICATIONS.
 - PROTECTIVE COAT EXPOSED P.C. WIRES AT POLE ENDS.
 - POLE IS FULLY PRESTRESSED WITH (8) 7mm ASTM A421 STEEL WIRES.
 - MODDCI: CORROSION INHIBITOR MIX MODIFICATION.
 - THE POLE (& IMPLIED TENON TOP ASSEMBLY) DEPICTED ON THIS DRAWING IS DESIGNED TO WITHSTAND THE LOADS IMPARTED BY A SINGLE POST TOP FIXTURE (NOT TO EXCEED, 2.5 SQ FT EPA, 50 LBS) AS DESIGNED PER 2015 AASHTO LTS-1 USING 160 MPH WIND ZONE (3-SECOND GUSTS), CATEGORY II, NON-BUILDING STRUCTURE, EXPOSURE C, SURFACE ROUGHNESS C, SITE CLASS D, NO HILL NOR ESCARPMENT. THE POLE IS ALSO DESIGNED TO WITHSTAND (1) POST TOP FIXTURE & (1) 24" x 48" BANNER (NOT TO EXCEED 9.2 SQ. FT. EPA, 15 LBS) CENTERED NO HIGHER THAN 12'-0" ABOVE GRADE AS DESIGNED PER 2015 AASHTO LTS-1 USING A 120 MPH WIND ZONE (3-SECOND GUSTS), CATEGORY II, NON-BUILDING STRUCTURE, EXPOSURE C, SURFACE ROUGHNESS C, SITE CLASS D, NO HILL NOR ESCARPMENT. PLEASE CONTACT & ADVISE MANUFACTURER IF INTENDED LOADING EXCEEDS THESE VALUES.
 - MANUFACTURER SUGGESTS PLACING ALL BANNER PIECES OUT OF REACH OF PEDESTRIAN TO MINIMIZE LIKELIHOOD OF VANDALISM.
 - CONTRACTOR TO SUPPLY SIGNED AND SEALED WINDLOAD & EMBEDMENT CALCULATIONS THAT MEET OR EXCEED THE RECOMMENDATION.
 - THE RECOMMENDED AUGER HOLE DIAMETER IS 18".

| MATERIAL LIST | | | | |
|---------------|-------------|-------------------|-----|-------|
| QTY | PART NUMBER | DESCRIPTION | ORG | NOTES |
| 1 | 2301-021 | SHIPPING ASSEMBLY | ANN | |

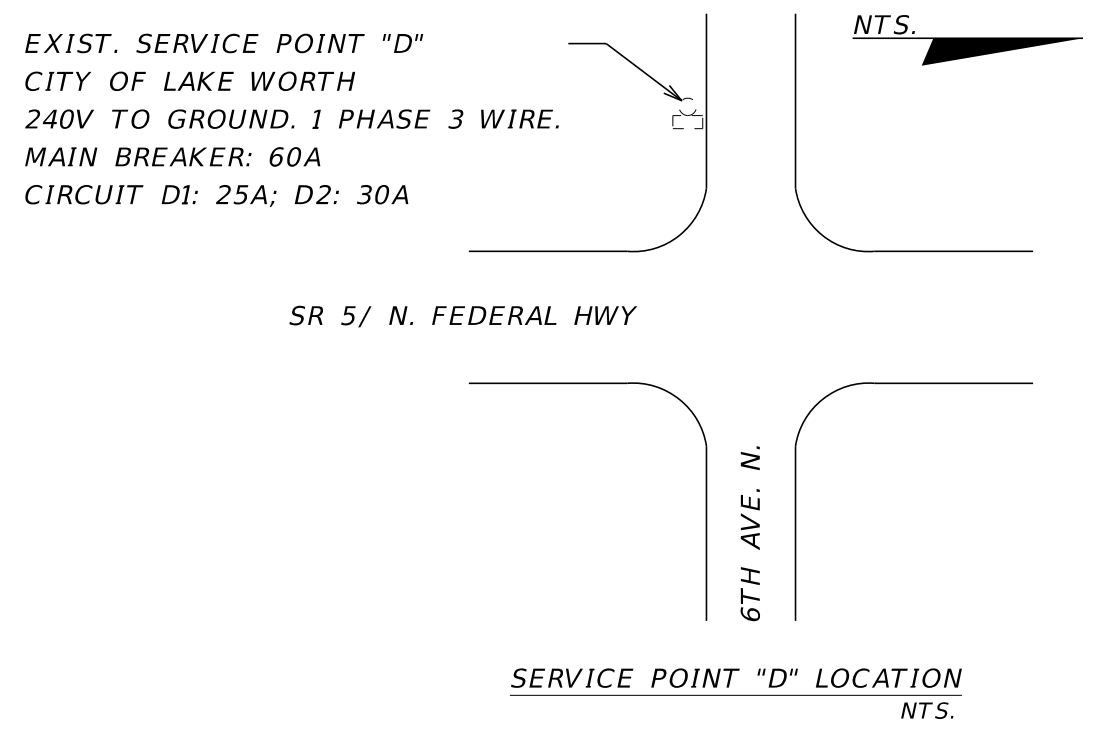
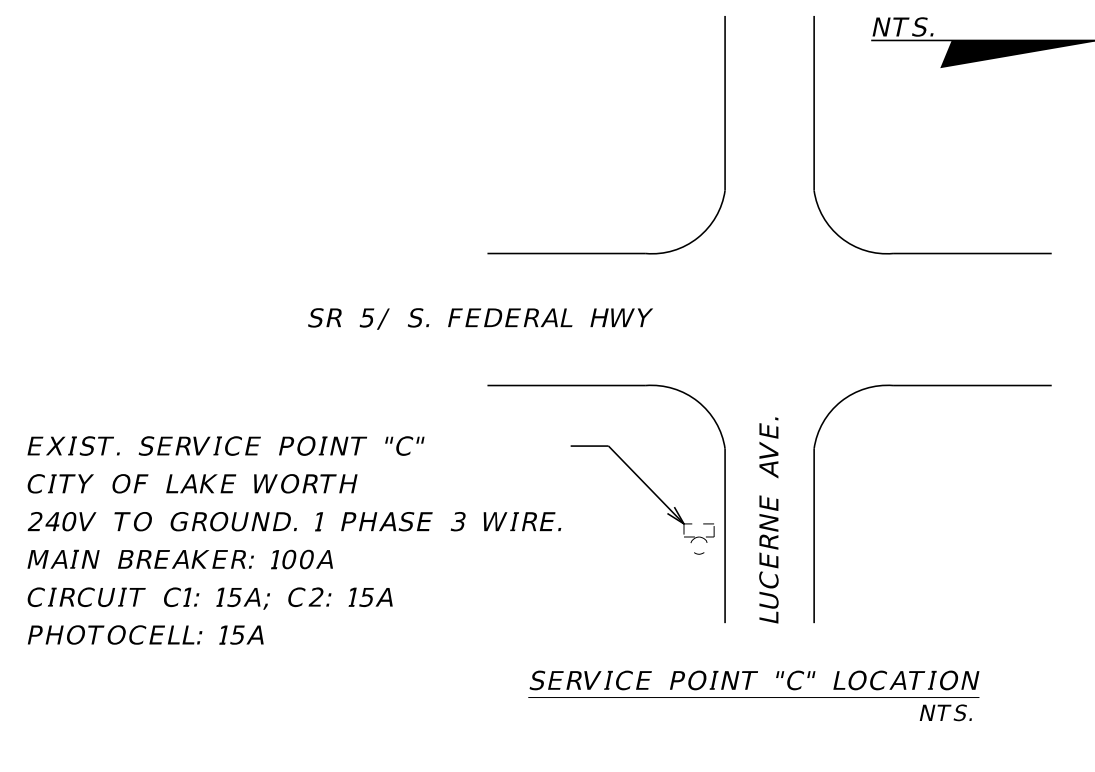
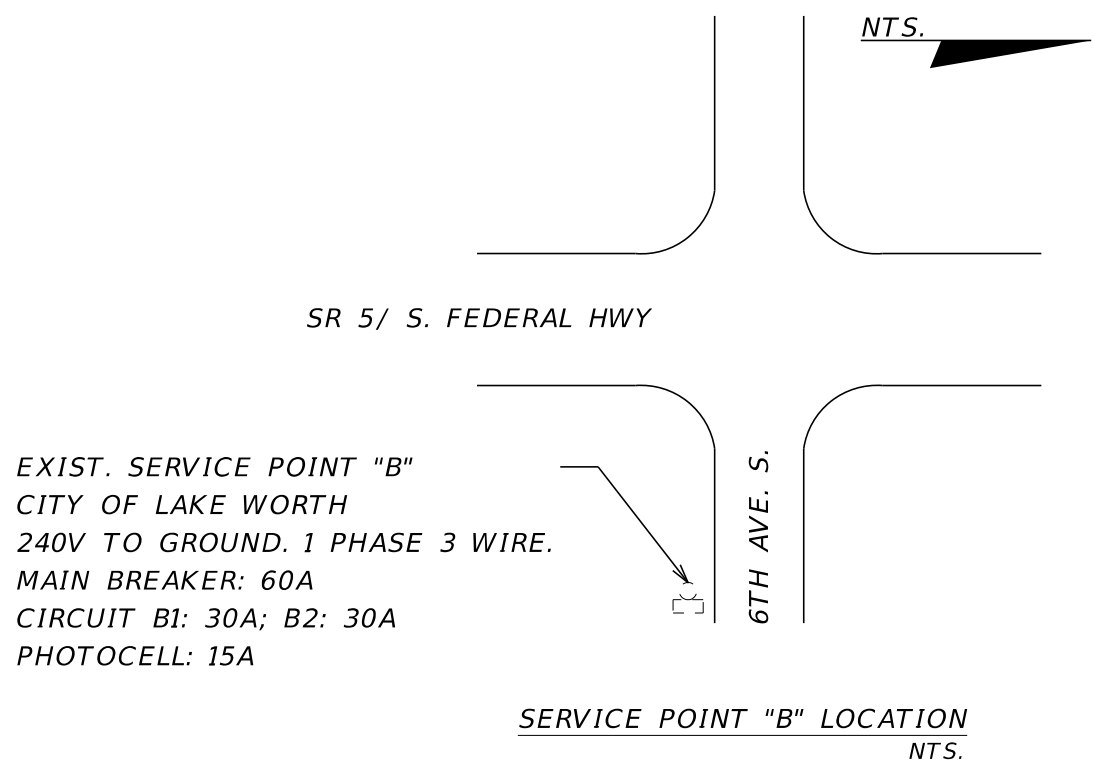
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| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SHEET NO. |
|-----------|-------------|------|-------------|---|---|------------|----------------------|-----------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | | | JUAN S. CALDERON, P.E. LICENSE NUMBER 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE, SUITE 200 MIAMI, FLORIDA, 33172 | SR 5 | PALM BEACH | 446173-1-52-01 | L-8 |

SPECIAL DETAILS

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| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SHEET NO. |
|-----------|-------------|------|-------------|---|--|------------|----------------------|------------------------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JUAN S. CALDERON, P.E. LICENSE NUMBER 58569 CALTRAN ENGINEERING GROUP 790 NW 107 AVE, SUITE 200 MIAMI, FLORIDA, 33172 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | |
| | | | | 22 | SR 5 | PALM BEACH | 446173-1-52-01 | SERVICE POINT DETAILS |
| | | | | | | | | |

SECTION NO.: 93020000
FM No.(s): 446173-1-52-01
COUNTY: Palm Beach
County
S.R. No.: 5

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

In reference to Maintenance to be performed under this **AGREEMENT**, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT's** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair

18-2023

RESOLUTION NO. 18-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE MAINTENANCE MEMORANDUM OF AGREEMENT AND LOCAL FUNDING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LIGHTING IMPROVEMENTS TO FEDERAL HIGHWAY; AND PROVIDING FOR REPEAL OF CONFLICTS AND AN EFFECTIVE DATE

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

WHEREAS, the Florida Department of Transportation (FDOT) has jurisdiction over State Road 5 (also known as Federal Highway) within the jurisdictional boundaries of the City; and

WHEREAS, FDOT seeks to install certain lighting improvements on Federal Highway (specifically from 10th Avenue South to 6th Avenue North) to include decorative lighting and to have the City maintain the improvements once installed; and

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

WHEREAS, FDOT has proposed a Maintenance Memorandum of Agreement (MMA) and Local Funding Agreement which provide the responsibilities of FDOT and the City with regards to the installation of the improvements, the funding of the improvements, and the City's maintenance of the improvements once installed; and,

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

WHEREAS, the City Commission has determined that entering the MMA and Local Funding Agreement with FDOT serves a valid public purpose.

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

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

Section 2. The City Commission hereby approves the Maintenance Memorandum of Agreement and the Local Funding Agreement with FDOT for the decorative lighting improvements to be installed by FDOT and directs the Mayor and City Clerk to execute the same. A copy of this Resolution shall be provided to FDOT along with the executed agreements.

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

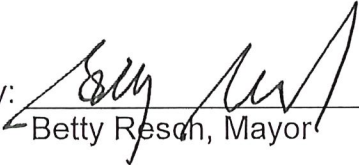
Section 4. This Resolution shall become effective immediately upon passage.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the 6th day of June, 2023.

LAKE WORTH BEACH CITY COMMISSION

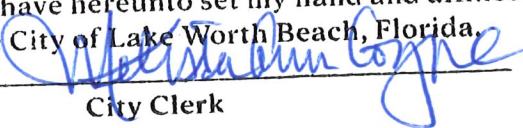
By: 
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk



STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS
CITY OF LAKE WORTH BEACH)
I hereby certify the foregoing to be a true and correct copy
of Resolution 18-2023

In Witness whereof, I have hereunto set my hand and affixed
the official seal of the City of Lake Worth Beach, Florida,
6/9/23 
Date City Clerk



STAFF REPORT UTILITY MEETING

AGENDA DATE: July 25, 2023

DEPARTMENT: Electric Utility

TITLE:

Installation of a Level 2 Electric Vehicle (EV) Charging station at the City Hall parking lot

SUMMARY:

Request for approval to install a Level 2 EV charging station in the City Hall parking lot to allow for charging of up to two (2) EV's at a time. This project will expand the number of City locations where residents, visitors and employees can charge EV's in the downtown area.

BACKGROUND AND JUSTIFICATION:

The City is considering the addition of Level 2 EV charging stations in response to increased demand for EV charging in the downtown area. Daily use of these charging stations will benefit local businesses by helping to draw visitors seeking to charge their vehicles while enjoying our downtown amenities, For City residents who seek to avoid installing chargers at their own homes due to equipment and installation costs, or who may not have driveway access for off-street charging. For visitors, the availability of EV chargers within walking distance to downtown businesses encourages repeat visits and time spent shopping and dining. Additionally, the use of personal EVs by City employees based at City Hall is growing and workplace charging is increasingly attractive.

Plentiful and conveniently located EV charging stations help encourage electric vehicle adoption, increases tourism, and aid in reducing air emissions associated with internal combustion engines and reduces traditional fuel filling stations fugitive VOC emissions. Visual observations, driver feedback, and EV network charging data all indicate that there are frequent instances of the nearby J Street Lot EV Chargers being fully utilized, with prospective users being turned away. Adding more readily accessible EV charges nearby at City Hall will help capture more charging business, and provide a valuable service.

The proposed two parking spaces to be dedicated to EV charging will allow for easy entry and exit of the City Hall parking area from downtown Lake Worth Beach. An aerial view is attached for context.

The proposed EV charging infrastructure will be built with the capability to add additional EV Charging stations in the future if demand for the service continues to grow. Electric supply will be provided from a nearby power pole located adjacent to the enclosure on North H Street.

The total project cost includes the transformer required as well as the cost of the EV charger itself and associated installation. Engineering and design will be performed by in-house staff. Contractor services for installation, paving restorations and EV branding will be retained per Lake Worth Beach procurement policy. The Level 2 EV charger shall be procured from ChargePoint, consistent with other EV charging stations installed within the City.

Public use of City's EV charging stations is provided at a cost paid by EV drivers. Charging rates are equal to the rate charged to City's Residential electric customers who use less than 1,000 kWhrs per month.

Additional EV Charging Stations were included as an element of the City's Consolidated Utility Revenue Bonds Series 2022.

MOTION:

Move to approve/disapprove Engineering, Design and Installation of a Level 2 Charging Station at City Hall with an associated budget of \$90,292.

ATTACHMENT(S):

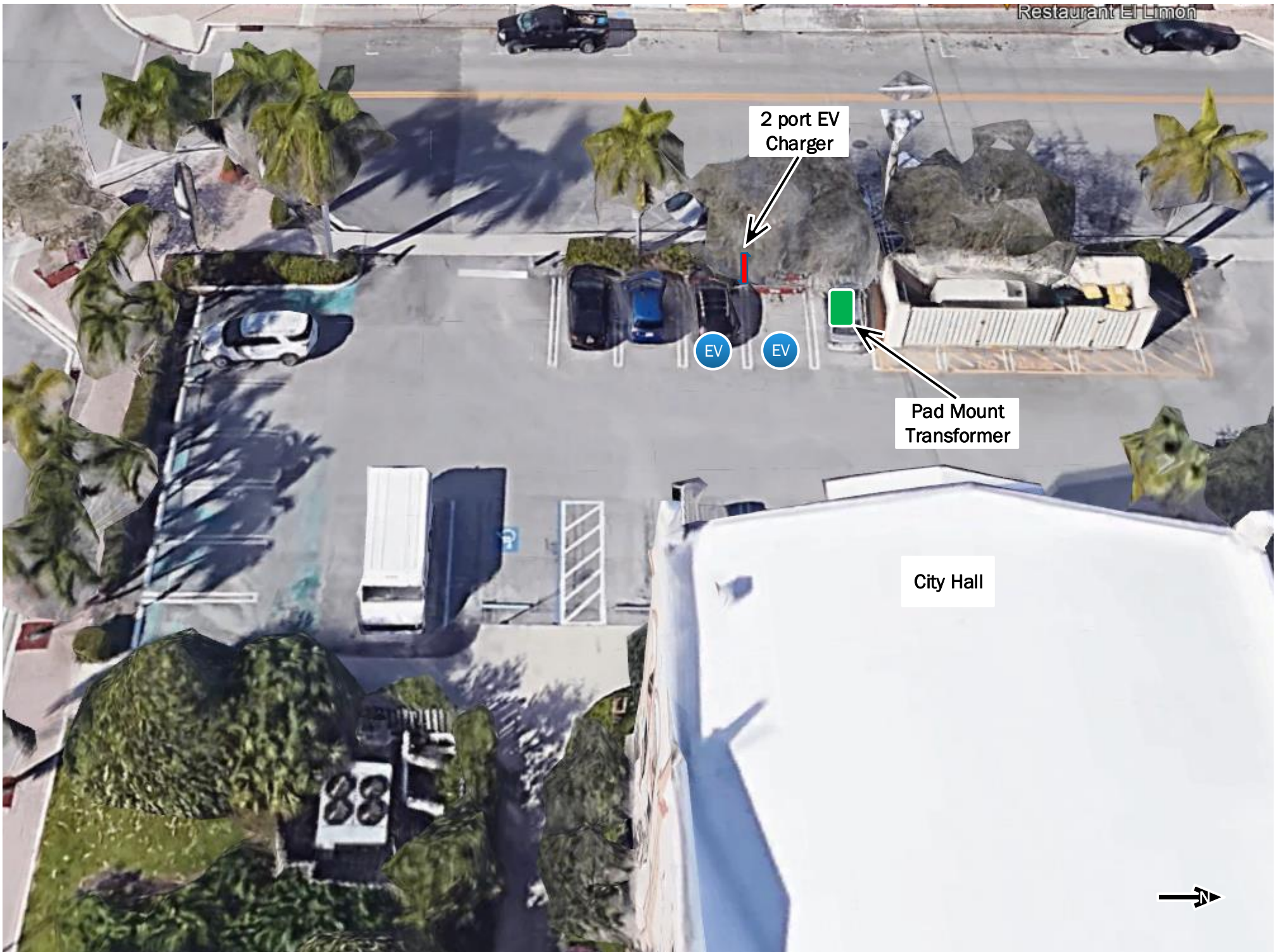
Fiscal Impact Analysis
 EV parking Aerial view at City Hall
 City Hall EV Charging Stations Cost Estimate

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 | | | | | |
| Current Appropriation | 0 | 0 | 0 | 0 | 0 |
| Operating | 0 | 0 | 0 | 0 | 0 |
| Capital | \$90,292 | 0 | 0 | 0 | 0 |
| Net Fiscal Impact | \$90,292 | 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 | T & D |
| GL Description | Improve Other than Build / Infrastructure |
| GL Account Number | 421-6020-531-64.40 |
| Project Number | EEQ2203 |
| Requested Funds | \$90,292 |



Restaurant El Limón

2 port EV
Charger

EV

EV

Pad Mount
Transformer

City Hall



City Hall EV Charging Stations

| | |
|---------------------|--|
| Project Description | Install a Level 2 Charging Stations at City Hall |
| Project Benefits | City EV Charging Stations to provide an amenity encouraging electric vehicle adoption. |
| Project Name | City Hall EV Charging Stations |

| <u>Project Costs:</u> | | | |
|-----------------------------------|---------------------|--|--|
| | FY 2024 | | |
| Internal Labor | \$ - | | |
| Non-Labor Expense | \$ 37,410.00 | | |
| External Labor Expense | \$37,833.00 | | |
| Sub Total Costs | \$ 75,243.00 | | |
| Risk & Contingency 20% | \$15,048.60 | | |
| Total Expenses | \$90,291.60 | | |

| Internal Labor Schedule | | Info Source | Comments |
|-------------------------------------|------|--------------------|-----------------|
| Item | | | |
| CLWB Line Crews Labor and Equipment | \$ - | | |
| | | | |
| | | | |
| | | | |

| Non-Labor Expense Schedule | | Info Source | Comments |
|-----------------------------------|---------------|--------------------|--|
| Item | Amount | | |
| Line Hardware and EV Chargers | \$ 37,410.00 | | This includes 150kVA pad-mount transformer, the EV charging stations and all other materials needed for EV |
| | | | |
| | | | |
| | | | |
| | | | |

| External Labor Expense Schedule | | Info Source | Comments |
|--|---------------|--------------------|-----------------|
| Item | Amount | | |
| Construction Services | \$34,250.00 | | |
| Permitting | \$ 3,583.00 | | Permitting |
| | | | |
| | | | |
| | | | |

Notes:

STAFF REPORT UTILITY MEETING

AGENDA DATE: July 25, 2023

DEPARTMENT: Electric Utility

TITLE:

Energy Efficiency and Conservation Block Grant Program (EECBG)

SUMMARY:

Request for approval to apply for the EECBG. The Department of Energy (DOE) EECBG has allocated \$76,410.00 to the City of Lake Worth Beach but the City must still apply for the grant. If awarded, this amount may only be used for Energy Conservation activities.

BACKGROUND AND JUSTIFICATION:

The City's Electric Utility is requesting approval to apply for EECBG. The DOE has identified the following benefits that can flow to Disadvantaged Communities (DAC's) as a result of EECBG Program funding. Specifically, benefits include, but are not limited to measurable direct or indirect or positive project outcomes that achieve or contribute to the following in DACs:

1. Clean energy enterprise creation and contracting (e.g., minority-owned or disadvantaged business enterprises);
2. An increase in job creation, the clean energy job pipeline, and job training for minorities and returning citizens;
3. Increased parity in clean energy technology access and adoption;
4. Funds must be used to build a clean and equitable energy economy that promotes equity and inclusion in workforce opportunities and deployment activities, consistent with the Justice40 Initiative.
5. Funds must meet Build American/Buy American Act. Further, the EECBG Program encourages eligible entities to include the participation of underserved communities and underrepresented groups in the activities they undertake with EECBG Program funds. EECBG Program eligible entities are highly encouraged to include contractors and sub-contractors from historically underrepresented groups in their project scoping. Further, Minority Serving Institutions, Minority Business Enterprises, Minority Owned Businesses, Woman Owned Businesses, Veteran Owned Businesses, or entities located in an underserved community that meet EECBG program eligibility requirements are encouraged to be considered as sub-recipients for proposed EECBG Program-funded projects.
6. Projects related to regular maintenance or repairs are not eligible.

The full grant application is due January 1, 2024.

MOTION:

Move to approve/disapprove applying for the Energy Efficiency and Conservation Block Grant Program (EECBG).

ATTACHMENT(S):

Fiscal Impact Analysis - N/A
Pre-Award Information Sheet



EECBG Program PRE-AWARD INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

EECBG Program recipients representing local and tribal entities may select from two options: 1) a grant or 2) a voucher for technical assistance and/or equipment rebates. EECBG Program recipients choosing a grant must provide data requested in sections 1 through 8 below. EECBG Program recipients choosing a voucher may skip sections 4 through 7.

SECTION 1: CONTACT & LOCATION INFORMATION *(All recipients)*

| | | | |
|------------------------------|--------------------------|------------------------|--|
| Recipient Name: | City of Lake Worth Beach | Award Number: | Allocation |
| UEI: | GKQ1QGJPEVC7 | DUNS (if applicable): | 076040070 |
| Business Officer: | Thomas McKee | BO Phone Number/Email: | 561- 493-2530tmckee@lakeworthbeachfl.gov |
| Principal Investigator (PI): | Edward Liberty | PI Phone Number/Email: | 561.586.1670 |

A. TYPE OF ORGANIZATION – Please indicate the type of organization of the Recipient by selecting one of the following:

- Local Government
- Tribal Government
- State

B. LOCATION AND CONGRESSIONAL DISTRICT

List the address and Congressional district(s) for the primary location where the grant will be performed.

| | |
|----------------------------|--------------------------|
| Street Address: | 1900 2nd Avenue |
| City: | City of Lake Worth Beach |
| State: | FL |
| Zip: | 33461 |
| Congressional District(s): | FL-022 |

SECTION 2: GRANT OR VOUCHER *(All recipients)*

EECBG Program recipients representing local and tribal entities must select whether to receive their EECBG Program award in the form of a grant or a voucher for technical assistance and/or equipment rebates. Please indicate your choice here. All States & Territories must select “Grant.” (Select one option) **[response to this question is non-binding]**

- Voucher for Technical Assistance
- Voucher for Equipment Rebate
- Voucher for both Technical Assistance and Equipment Rebate
- Grant

SECTION 3: BUSINESS ASSURANCES *(All recipients)*

A. DISCLOSURE OF POTENTIAL IMPROPRIETIES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

- a. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals¹ under investigation for or charged with a covered offense²?
 Yes
 No
- b. Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period?
 Yes
 No
- c. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of any violations of U.S. export control laws and regulations?
 Yes
 No
- d. Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988?
 Yes
 No
- e. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct?
 Yes
 No
- f. Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from

1 For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

2 For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

receiving Federal Contracts, subcontracts or financial assistance?

Yes

No

g. Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction?

Yes

No

B. POTENTIAL CONFLICTS OF INTEREST

1. **Financial Conflicts of Interest.** The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the [DOE Interim Conflict of Interest Policy](#). As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators)?

No

Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the [DOE Interim Conflict of Interest Policy](#) Section V(b)(3).

C. **Organizational Conflicts of Interest**³. The Recipient must disclose in writing any potential or actual organizational conflict of interest to DOE. See [DOE Interim Conflict of Interest Policy](#) Section VI and 2 CFR 200.318 for more information. As part of this DOE funded project, does the recipient or any subrecipients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe?

No

Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the [DOE Interim Conflict of Interest Policy](#) Section VI.

*****Recipients choosing a voucher may skip to Section 8*****

SECTION 4: PAYMENT INFORMATION *(Grant recipients only)*

Provide (1) the awardee seven-digit ASAP (Automated Standard Application for Payment System) ID number that is under the DOE / Golden Field Office (GO) Agency Locator Code (ALC) and Region Code (#8900-0001-04) if available; (2) the name, phone number and email for the ASAP / Payments Contact Person; and (3) indicate whether the preferred payment method is by advance or reimbursement.

| | |
|-------------------------------------|-------------------|
| 1) ASAP Number: | 1202717 |
| 2) ASAP/Payments Contact Person: | Christopher Gallo |
| 3) The preferred payment method is: | Reimbursement |

³ Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST *(Grant recipients only)*

Before providing this information, please read the **ADDITIONAL INFORMATION** at the end of this form. Each field identified below must be completed.

1. Has the Recipient had prior Federal awards? Yes No

If Yes:

Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other Federal or non-Federal organizations? If you check No to this question, please attach an explanation. Yes No

2a. Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit performed? (Please see attached instructions regarding Independent Audit requirements.) Yes No

2b. Has the Recipient undergone a Financial Audit within the last 3 years? Yes No

If Yes to either 2a. or 2b.:

a. A copy of the audit is attached to this form. Yes No

b. An electronic copy of the audit was provided with application package. Yes No

An electronic copy of the audit can be found at _____

If audit was not provided, please explain why it has not been completed and/or provided:

FY2022 Audit is still in progress with completion date scheduled for August 30th, 2023. Delays were mainly due to staff turnover.

3. Recipient's fiscal year end date is September 30, 2023

4a. Identify the Federal Agency providing the preponderance of funding from ALL Government Awards which the Recipient's organization is/was the prime recipient, including any DOE Awards. Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating billing rates), phone number, and e-mail. (If the Recipient's organization has a DCAA contact, please provide this information in 4(c) below):

Agency: N/A
Point of Contact: _____
Phone/Email: _____

4b. DCAA Contact Information:

DCAA Office: N/A
Point of Contact: _____
Phone/Email: _____

SECTION 6: FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY (*Grant recipients only*)

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “[Pre-award Accounting System Adequacy Checklist](#)” under CUSTOMERS-->Checklists and Tools.

| | <u>Yes</u> | <u>No</u> | <u>NA</u> |
|--|-------------------------------------|--------------------------|--------------------------|
| 1. Is the Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances and associated applicable Federal regulations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Accounting System provides for: | | | |
| a. Segregation of direct costs from indirect costs. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Identification and accumulation of direct costs by project. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Accumulation of costs under general ledger control. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. A timekeeping system that identifies employees’ labor by intermediate and final cost objective (i.e., project level, division level). | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the Accounting System currently in full operation? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

SECTION 7: REPRESENTATION/CERTIFICATION (*Grant recipients only*)

Certification of the information is required by the organization’s authorized representative

- I certify that I have registered in the System for Award Management (SAM).
- I certify that I have registered in FedConnect.net in order to receive award documentation.
- I certify that all subrecipient cost information has been reviewed, and that all subrecipient costs are reasonable, allowable, and allocable in accordance with the applicable cost principles. All subrecipient budget documents should be available upon DOE request.

- I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.
- I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization’s written procurement procedures as outlined in “Procurement Standards” 2 CFR 200.317 through 2 CFR 200.326 inclusive.
- I certify the Recipient:
 - (1) Has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;
 - (2) Shall promote and enforce Investigator compliance with DOE’s Interim Conflict of Interest (COI) Policy’s requirements including those pertaining to disclosure of significant financial interests;
 - (3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;
 - (4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient’s review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient’s determination of a financial conflict of interest; and
 - (5) Shall fully comply with the requirements of the DOE Interim COI Policy.

SECTION 8: SIGNATURES *(All recipients)*

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE’s funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:

Title:

Signature of Authorized
Official:

Date:

I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE’s funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:

Title:

Signature of Principal
Investigator:

Date:

ADDITIONAL INFORMATION

This information will assist DOE in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the "[Pre-award Accounting System Adequacy Checklist](#)" under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor from all Federal agencies. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. It is very important to confirm that you work with the correct office.

General Rule of Thumb: Department of Health & Human Services (DHHS) is usually the CFA for Universities, Cities, States, and Counties. DHHS cognizance is not usually transferred.

If it is determined that the Department of Energy/Golden Field Office (GO) is the Cognizant Federal Office, the Recipient will have the following ANNUAL responsibilities:

1. Submit a Certified Annual Incurred Cost Claim (ICE Model – see #3 below) to the GO Cost/Price mailbox (CostPrice@ee.doe.gov). **This should represent the total organization's costs (representing the Company General Ledger), not just the Recipient's DOE award(s).**
2. Due Date: 180 days after the Recipient's fiscal year end.
3. For an example of the ICE Model, please visit <https://www.dcaa.mil>. Under "CUSTOMERS->Checklists and Tools", click on ICE (Incurred Cost Electronically) Model and download the ICE model.

Once the information is received, GO will have the responsibility of providing your organization with an annual indirect rate agreement. This indirect rate must be used on all Federal grants and contracts.

If it is determined that GO is not the Cognizant Federal Office, the Recipient should contact the Cognizant Office for additional instructions.

ANNUAL AUDIT REQUIREMENTS

Independent (Single & Compliance) Audit Requirements

2 CFR 200, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=6e187b05cfeca4f534c659f20983b14e&mc=true&node=pt2.1.200&rgn=div5>

For-Profits: 2 CFR 910, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?node=pt2.1.910&rgn=div5>

Below are excerpts from Section F.

Audit requirements.

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single (program-specific, *not applicable for For-Profits*) or compliance audit conducted for that year in accordance with the provisions of this part.
- (b) *Single* audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 - Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (b) *Compliance* audit. (1) If a for-profit entity has one or more DOE awards with expenditures of \$750,000 or more during the for-profit entity's fiscal year, they must have a compliance audit for each of the awards with \$750,000 or more in expenditures. A compliance audit should comply with the applicable provisions in §910.514—Scope of Audit. The remaining awards do not require, individually or in the aggregate, a compliance audit.
- (c) Program-specific audit election. (*Not applicable to For-Profits*). When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit *subrecipient*. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

STAFF REPORT UTILITY MEETING

AGENDA DATE: July 25, 2023

DEPARTMENT: Electric Utility

TITLE:

First Amendment to Agreement with ULS Corporate Inc. for the purchase and delivery of overhead, pole-mounted distribution transformers

SUMMARY:

First Amendment to Agreement with ULS Corporate Inc. for the purchase and delivery of overhead, pole-mounted distribution transformers for the City's Electric Utility under City of Lake Worth Beach solicitation (IFB# 22-112). The Amendment seeks to add two (2) additional units to the original Schedule of Unit Prices, and increase the total annual not-to-exceed amount by an associated \$2,000,000 (Two Million Dollars) to a total amount not to exceed \$4,750,000.00 (Four Million Seven Hundred Fifty Thousand Dollars) per fiscal year. Materials purchased under this agreement are essential elements of the City's Electric Utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in Bond Series 2020 and 2022.

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB 22-112) seeking bids from qualified vendors for the supply of overhead, pole-mounted distribution transformers for the City's electric utility warehouse inventory. ULS Corporate, Inc. was the only vendor to bid and was found to be the most responsive and responsible bidder and was recommended for the award. This Amendment seeks to add two (2) additional units to the original Schedule of Unit Prices, and increase the total annual not-to-exceed amount by an associated \$2,000,000 (Two Million Dollars) to a total amount not to exceed \$4,750,000.00 (Four Million Seven Hundred Fifty Thousand Dollars) per fiscal year, per Section 5.2 of the original Agreement. The additional units described have been identified as necessary in a revised plan to expedite system hardening of 6th Avenue Substation Distribution Circuit Feeders.

The City is currently implementing the Electric Utility System Hardening and Reliability Improvement Program (SHRIP). As part of this project, old overhead distribution transformers are replaced with new transformers from the City's electric utility warehouse inventory to improve system reliability and storm resiliency. Additionally, many locations within the service territory will be converted from 4kV to 26kV, which also requires the transformers eligible to be purchased under this agreement. Overhead distribution transformers purchased under this agreement will be utilized for both Capital and Operations & Maintenance projects and will be charged out to the projects accordingly.

MOTION:

Move to approve/disapprove First Amendment to Agreement with ULS Corporate Inc. for the addition of two (2) overhead, pole-mounted distribution transformer units to the original Schedule of Unit Prices, and increase of the total annual not-to-exceed amount by \$2,000,000.00 (Two Million Dollars) to a new total of \$4,750,000.00 (Four Million Seven Hundred Fifty Thousand Dollars).

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement
First Amendment to Agreement for Purchase

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 | | | | | |
| Current Appropriation | 0 | 0 | 0 | 0 | 0 |
| Operating | 0 | 0 | 0 | 0 | 0 |
| Capital | \$4,750,000 | \$4,750,000 | \$4,750,000 | 0 | 0 |
| Net Fiscal Impact | \$4,750,000 | \$4,750,000 | \$4,750,000 | 0 | 0 |
| No. of Addn'l Full-Time Employee Positions | | | | | |
| | 0 | 0 | 0 | 0 | 0 |

| New Appropriation Fiscal Impact: | | |
|---|-----------------------------|--------------------|
| | Revenue Source | Expenditure |
| Department | Electric Utility | Electric Utility |
| Division | Transmission & Distribution | |
| GL Description | Improve Other Than Build | |
| GL Account Number | 421-6034-531.63-15 | |
| Project Number | Various | |
| Requested Funds | \$4,750,000 | \$4,750,000 |

**FIRST AMENDMENT TO GOODS AND SERVICES AGREEMENT
(Distribution Transformers)**

THIS FIRST AMENDMENT ("FIRST Amendment") to the Agreement for Goods and Services for Distribution Transformers is made as of June 8, 2023, by and between the **City of Lake Worth Beach**, Florida, a ("CITY") and **ULS Corporate Inc.**, a foreign corporation ("CONTRACTOR"), with its office located at 1001 Finch Ave West, Suite 200A, Toronto, Ontario, M3J 2C7, Canada .

WHEREAS, on February 9, 2023, the CITY and CONTRACTOR entered into the Goods and Service Agreement for CONTRACTOR to provide overhead pole-mounted transformers for use on a grounded 60-Hertz distribution system for the City of Lake Worth Beach on an as needed ("Agreement"); and

WHEREAS, the CITY requires similar type of distribution transformers and the Agreement allows for the CITY and CONTRACTOR to add similar type of distribution transformers to the Agreement;

WHEREAS, the CONTRACTOR has provided a proposal for the additional distribution transformers which details are attached hereto as **Exhibit "1"** and incorporated herein; and

WHEREAS, the CITY finds the proposal to be acceptable; and

WHEREAS, the CITY and CONTRACTOR desire to increase the total maximum cost to be paid by the CITY under this Agreement by a not to exceed amount of \$2,000,000.00 (Two Million Dollars) for each fiscal year; and

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

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

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Additional Transforms.** The Agreement is amended to add the additional distribution transformers as set forth in **Exhibit "1"** hereto and the cost to the City for said additional distribution transformers shall be the amount set forth in Exhibit "1".
3. **Maximum Cost.** The maximum not to exceed amount for this Agreement for each fiscal year is \$4,750,000.00 (Four Million Seven Hundred Fifty Thousand Dollars) inclusive of the additional transformers set forth in Exhibit "1" hereto.
4. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement and this First 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 First 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 (except as amended herein) remain in full force and effect.
5. **Counterparts.** This First 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 First Amendment via facsimile, email, or electronically and such signature is as valid as the original signature of such party.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Good and Service Agreement for Distribution Transformers on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

ULS Corporate Inc.

By: _____

Print Name: Jose Velazco

Title: President

[Corporate Seal]

City
STATE OF Toronto
COUNTY OF Ontario
Province

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 8 day of June 2023, by Jose Velazco, as the president [title] of **ULS Corporate Inc.**, a foreign corporation authorized to do business in the State of Florida, who is personally known to me or who has produced Driver's license as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

FRANK SI JI DU
Notary Seal:
**Barrister & Solicitor, Notary Public and
Commissioner for Oaths in and for
the Province of Ontario.**
LSO #81136P
frankdu333@hotmail.com
T: 647-860-8308

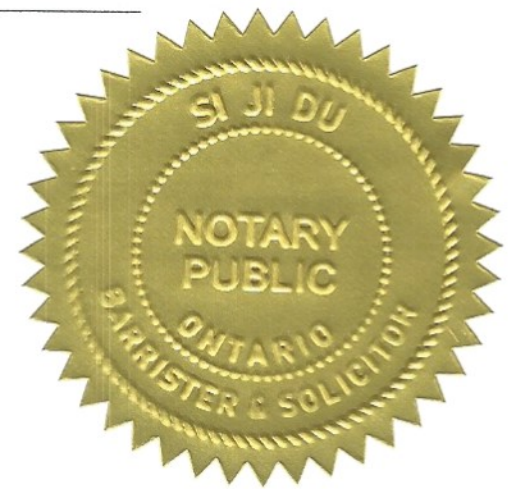


Exhibit "1"
(Contractor's Proposal)

ULS CORPORATE INC

Phone 647-351-8574 Fax 647-351-8573
info@ulscorporate.com
www.ulscorporate.com

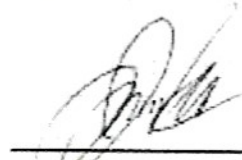
CI#: UF3035

DATE: APRIL 5TH, 2023

| | |
|--|---|
| <p>Customer: CITY OF LAKE WORTH BEACH Email: purchasing1@lakeworthbeachfl.gov Address: City Hall Financial Services Office Procurement 7 North Dixie Hwy. 2nd floor, Lake Worth Beach, FL 33460 Phone: +1 (561) 586-1770</p> | <ul style="list-style-type: none"> • Incoterms: DDP City of Lake Worth Beach • Lead Time: 120-135 DAYS • Offer Validity: 90 Days • Warranty: 2 Year |
|--|---|

| CROSS ITEM | DESCRIPTION | QUANTITY (PIECE) | UNIT PRICE (USDS) | TOTAL PRICE (USDS) |
|---------------|--|------------------|-------------------|-------------------------|
| 1.00 | <p>100 KVA Pole Mounted transformer, Single Phase, 60Hz</p> <ul style="list-style-type: none"> • CAPACITY : 100 KVA • PRIMARY VOLTAGE : 15240/26450GrdY • SECONDARY VOLTAGE : 2400/4160Y V • HV BIL : 150KV • LV BIL : 60KV • PKG : ONE PER WOODEN PALLET-STELL BANDED (STAINLESS STEEL) | 30 | \$ 12,253.00 | \$ 367,590.00 |
| 2.00 | <p>167 KVA Pole Mounted transformer, Single Phase, 60Hz</p> <ul style="list-style-type: none"> • CAPACITY : 167 KVA • PRIMARY VOLTAGE : 15240/26450GrdY • SECONDARY VOLTAGE : 2400/4160Y V • HV BIL : 150KV • LV BIL : 60KV • PKG : ONE PER WOODEN PALLET-STELL BANDED (STAINLESS STEEL) | 25 | 17,655.00 | \$ 441,375.00 |
| TOTAL: | | | | USD\$ 808,965.00 |

Sincerely,



Jose Velazco
Director
ULS Corporate Inc.



**AGREEMENT FOR GOODS AND SERVICES
(Distribution Transformers)**

THIS AGREEMENT FOR GOODS AND SERVICES ("Agreement") is made 2/9/2023 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 **ULS Corporate, Inc.**, a foreign corporation ("CONTRACTOR") with its office located at 1001 Finch Ave West, Suite 200A, Toronto, Ontario, M3J 2C7, Canada.

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 #22-112 for the procurement of overhead pole-mounted transformers for use on a grounded 60-Hertz distribution system for the City of Lake Worth Beach on an as needed basis ("IFB"); and

WHEREAS, CONTRACTOR submitted a bid to provide distribution transformers as described and set out in the IFB; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid (with the CONTRACTOR's bid price schedule attached hereto as **Exhibit "A"**) in order for CONTRACTOR to render the goods and 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 IFB to the CONTRACTOR as described herein serves a valid public purpose.

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

1. TERM

1.1 The term of this Agreement shall be for initial period of three (3) years for a supply of multiple distribution transformers. This Agreement may be renewed for two (2) additional one (1) year renewal periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the CITY's City Commission. The renewal term may be approved by the City Manager. 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 supply and delivery of different types of overhead pole-mount transformers for use on a grounded 60-Hertz distribution system on an as needed basis as more specifically set forth in the IFB's Scope of Work. Work shall commence upon the issuance of a Purchase Order by the City.

2.2 The CONTRACTOR represents to the CITY that the materials 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 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 All deliveries of the chemicals shall be made as provided in the CONTRACTOR's bid. In the event of a natural disaster as determined by the CITY, such as a hurricane, and the CITY places an order, such delivery shall be made on a "first priority" basis. Deliveries shall only occur between the hours of 8:00 am to 3:00 pm Monday through Friday.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the IFB 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. MATERIALS

4.1 The CONTRACTOR shall provide all transformers as more specifically set forth in the IFB.

5. FEE AND ORDERING MECHANISM

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual goods provided and accepted by the CITY at the price identified in CONTRACTOR'S bid, which price is attached as **Exhibit "A"**. The price shall remain firm for the initial term of this Agreement.

5.2 Should the CITY require additional similar type of distribution transformers, not included in this Agreement, fees 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 goods being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Work (including each order of transformers) under this Agreement will be by a City issued Purchase Order(s); however, the

terms and conditions stated in a City Purchase Order(s) shall not apply. CONTRACTOR shall not provide goods under this Agreement without a City Purchase Order specifically for the stated goods. CONTRACTOR shall provide the amount of requested goods and price listed in each Purchase Order and not exceed amounts expressed on any Purchase Order. CONTRACTOR shall be liable for any excess goods or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the City 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.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total not to exceed cost for this Agreement shall be the total of all City issued Purchase Orders under this Agreement. For purposes of budgeting and setting a fiscal year limitation, the total not to exceed amount of this Agreement for each fiscal year is **Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00)**, and no additional costs shall be authorized without prior written approval from the CITY. The CITY will not issue a Purchase Order that exceeds the aforementioned fiscal year limitation and the CONTRACTOR shall not seek reimbursement for any costs from the CITY that exceed the amount stated in a duly issued Purchase Order.

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 work.

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, which includes any equipment that has been ordered pursuant to a CITY-issued Purchase Order and which is in the process of being manufactured and/or shipped to the CITY by the CONTRACTOR. 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 bid price); and, the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with 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.

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. OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

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

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

21. TIME IS OF THE ESSENCE

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

22. NOTICES

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

City of Lake Worth Beach
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:

ULS Corporate Inc
Att. Jose Velazco, Director
1001 Finch Ave West, Suite 200A
Toronto, Ontario, M3J 2C7, Canada.

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 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.

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. 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, the CONTRACTOR shall:

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

terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

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

A handwritten signature in black ink, consisting of a stylized, cursive letter 'J' or 'I' with a long, sweeping tail that curves upwards and to the right.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (Distribution Transformers) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: Betty Resch
Betty Resch, Mayor



ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By: Valentina Ivanov Sustaita
FOR Bruce T. Miller, Financial Services Director

CONTRACTOR:

ULS Corporate, INC



By: [Signature]
Print Name: Jose Velasco
Title: DIRECTOR

city
STATE OF Markham
COUNTY OF Ontario
Province

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 12 day of January 2022, by Si Ti (Frank) Du, as the Director [title] of ULS Corporate, INC, a Texas Corporation, who is personally known to me or who has produced Driver's License as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

FRANK SI JI DU
Barrister & Solicitor, Notary Public and
Commissioner for Oaths in and for
the Province of Ontario.
LSO #81136P
frankdu333@hotmail.com
T: 647-860-8308

[Signature]
Notary Public Signature
Notary Seal:



Exhibit A
Contractor's Schedule of Unit Prices (4 pages)



IFB# 22-112 DISTRIBUTION TRANSFORMERS

(B4)

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the materials set forth in the Specifications. Quantities provided are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

Prices shall be inclusive of all fees and be FOB Destination, Electric Utility, Lake Worth Beach, Florida. All items must be delivered within 6 months after receiving the order.

Bidders shall fill out all the pages for all items they can offer. All fields must be completed on the offered item to be considered for award. Bidders are also required to submit their prices on Excel form provided on USB drive. In the case of discrepancies prices on the bid form will prevail.

| | Description | Est. Units | Size kVA | Sec. Volts | Manufacturer | Part # | Unit Price | AVG NL Losses | AVG LL Losses | Delivery in days ARD |
|---|---|------------|----------|------------|--|-----------|-------------|---------------|---------------|----------------------|
| 1 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 250 | 25 | 120/240 | JLS CORPORATE INC / KUMKANG TRANSFORMER CO | KWTAS0001 | \$4,750.00 | 20 | 40 | 30 days |
| 2 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 250 | 50 | 120/240 | JLS CORPORATE INC / KUMKANG TRANSFORMER CO | KWTAS0002 | \$8,510.00 | 40 | 20 | 30 days |
| 3 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 200 | 75 | 120/240 | JLS CORPORATE INC / KUMKANG TRANSFORMER CO | KWTAS0004 | \$11,000.00 | 45 | 20 | 30 days |
| 4 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 25 | 100 | 120/240 | JLS CORPORATE INC / KUMKANG TRANSFORMER CO | KWTAS0005 | \$12,825.00 | 60 | 10 | 30 days |
| 5 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 3 | 167 | 120/240 | JLS CORPORATE INC / KUMKANG TRANSFORMER CO | KWTAS0006 | \$17,000.00 | 75 | 10 | 30 days |

| | | | | | | | | | | |
|----|---|----|-----|---------|--|------------|-------------|-----|-----|-----|
| 6 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 6 | 333 | 120/240 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS0003 | \$32395.00 | 100 | 100 | 100 |
| 7 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 3 | 25 | 240/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS0007 | \$45045.00 | 25 | 25 | 25 |
| 8 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 3 | 50 | 240/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS0008 | \$82150.00 | 50 | 50 | 50 |
| 9 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 3 | 75 | 240/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS0009 | \$123862.00 | 75 | 75 | 75 |
| 10 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 3 | 100 | 240/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS0010 | \$165000.00 | 100 | 100 | 100 |
| 11 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 3 | 167 | 240/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS0011 | \$171204.00 | 167 | 167 | 167 |
| 12 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 3 | 25 | 277/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS0012 | \$36450.00 | 25 | 25 | 25 |
| 13 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 20 | 50 | 277/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS0013 | \$5000.00 | 50 | 50 | 50 |
| 14 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 9 | 75 | 277/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS0014 | \$27154.00 | 75 | 75 | 75 |
| 15 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 3 | 100 | 277/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS0015 | \$32395.00 | 100 | 100 | 100 |

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|----|---|----|-----|---------|---|-------------|-------------|----|--|--|
| 16 | Conventional Overhead Distribution Transformers, Primary Voltage 26450/15240 Grounded Wye | 3 | 167 | 277/480 | U.S. CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS00016 | \$17,800.00 | 27 | | |
| 17 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 10 | 25 | 120/240 | U.S. CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS00017 | \$6,220.00 | 27 | | |
| 18 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 30 | 50 | 120/240 | U.S. CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS00018 | \$8,200.00 | 28 | | |
| 19 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 15 | 75 | 120/240 | U.S. CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS00019 | \$10,092.00 | 28 | | |
| 20 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 10 | 100 | 120/240 | U.S. CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS00020 | \$12,760.00 | 28 | | |
| 21 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 3 | 167 | 120/240 | U.S. CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS00021 | \$17,088.00 | 28 | | |
| 22 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 3 | 25 | 240/480 | U.S. CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS00022 | \$6,160.00 | 28 | | |
| 23 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 3 | 50 | 240/480 | U.S. CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS00023 | \$8,118.00 | 28 | | |
| 24 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 3 | 75 | 240/480 | U.S. CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS00024 | \$9,480.00 | 28 | | |
| 25 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 3 | 100 | 240/480 | U.S. CORPORATE INC / KUMKANG TRANSFORMER CO | KKT-AS00025 | \$12,468.00 | 28 | | |

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|----|---|---|-----|---------|--|------------|-------------|----|--|--|
| 26 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 3 | 167 | 240/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | WKT-AS0001 | \$ 19501.00 | | | |
| 27 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 3 | 25 | 277/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | WKT-AS0007 | \$ 3200.00 | | | |
| 28 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 3 | 50 | 277/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | WKT-AS0008 | \$ 4400.00 | | | |
| 29 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 3 | 78 | 277/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | WKT-AS0009 | \$ 7000.00 | | | |
| 30 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 3 | 100 | 277/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | WKT-AS0010 | \$ 12000.00 | | | |
| 31 | Conventional Overhead Distribution Transformers, Primary Voltage 4160/2400 Grounded Wye | 3 | 167 | 277/480 | ULS CORPORATE INC / KUMKANG TRANSFORMER CO | WKT-AS0011 | \$ 17000.00 | 24 | | |

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

Name of Bidder: ULS CORPORATE INC
 Address: 12808 W AIRPORT BLVD, SUGAR LAND ST TX Zip 77478
 Phone: (647) 3518574 Email: JVELAZCO@ULSCORPORATE.COM
 Print Name: JOSE VELAZCO Title DIRECTOR

SIGNATURE: _____ Date: SEPTEMBER 21, 2022

Jose Velazco
Jose Velazco
 Director, President
 ULS Corporate Inc.
 Phone: 647-351-8574 | Fax: 647-351-8573
 E-mail: jvelazco@ulscorporate.com
 www.ulscorporate.com

STAFF REPORT UTILITY MEETING

AGENDA DATE: July 25, 2023

DEPARTMENT: Electric Utility

TITLE:

Construction Agreement for the Electric Utility System Hardening and Reliability Improvement. Program with Edison Power Constructors, Inc.

SUMMARY:

The Construction Agreements authorize Edison Power Constructors, Inc. to perform various work through work orders on the City's 12.5 square mile electric service territory under the electric utility's System Hardening and Reliability Improvement Program

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB#23-108) for the construction of numerous hardening and reliability improvements to its 26kV Sub transmission, 26kV distribution and 4kV distribution systems, while systematically converting the 4kV distribution to a higher voltage, where needed, based on engineering studies performed by in house and outside engineers. The result will greatly enhance the hardening and reliability of the City's electrical distribution and sub transmission systems. Edison Power Constructors, Inc were the only compliant bid and are recommended for the multi-year agreement. Construction services under this agreement will be ordered on as needed basis by issuing individual Work Orders approved in accordance with the City's procurement Code and policy. The Agreement is for the duration of three years with two one-year options to extend for construction services.

MOTION:

Move to approve/disapprove the construction services agreement with Edison Power Constructors for the Electric Utility System Hardening and Reliability Improvement Program Project.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Agreement

SYSTEM HARDENING AND RELIABILITY IMPROVEMENTS CONTRACT
IFB # 23-108

THIS CONTRACT for Electric Utility System Hardening and Reliability Improvements (“Contract”) is entered on _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Edison Power Constructors, Inc.**, a corporation authorized to do business in the State of Florida (“Contractor”) with its principal office located at 3450 Higley Road, Suite 101, Mesa AZ 85215.

WHEREAS, the City issued Invitation for Bids # 23-108 for the construction of numerous hardening and reliability improvements to its electric utility transmission and distribution system (“IFB”); and

WHEREAS, the Contractor submitted its bid in response to the IFB; and

WHEREAS, the City desires to award the IFB to the Contractor on a non-exclusive basis for the construction of certain system hardening and reliability improvements; and

WHEREAS, this Contract may be funded, in whole or in part, by the Federal agencies and work performed pursuant to this Contract or Work Order funded, in whole or in part, by Federal agencies will comply with all applicable Federal laws, Federal regulations, executive orders, policies, procedures, directives and special clauses as provided for in **Exhibit “D”**; and

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

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

Article 1. GENERAL INFORMATION.

1.1 **Scope of Services/Work.** The Contractor shall provide the services and work requested by the City and required under a City approved work order as described herein. The general nature of the services and work to be provided by the Contractor under this Contract are the construction of hardening and reliability improvements to the City’s electric utility transmission and distribution system.

1.2 **Contract Documents.** The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the IFB (including, but not limited to, the documents issued with the IFB as the scope and specifications, the drawings, addenda, attachments and exhibits); and, any duly executed and issued work orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

| | |
|------------------|---|
| First Priority: | Fully executed Change Orders or Contract amendments |
| Second Priority: | This Contract |

Third Priority: Fully executed Work Orders
Fourth Priority: IFB

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean **the City Manager or designee, City of Lake Worth Beach, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the contract price shall require a formal change order or contract amendment executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

1.4 **Work Orders.** This Contract does not guarantee that the City will utilize the Contractor in any capacity or for any services hereunder. When the City identifies a need for the Contractor's services, the City will request a proposal from the Contractor to provide the services requested. The City will provide the Contractor with plans and/or specifications in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the Contractor's proposal and shall be based on the Hourly Billing Rates attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the Contractor's proposed work order and proposal, the City shall decide in its sole discretion whether to award the work order to the Contractor. Depending on the lump sum amount of each work order, the work order may be awarded by the City Manager (if within City Manager's purchasing authority (currently not to exceed \$50,000)) or the City Commission. If the work order is approved by the City, the Contractor shall commence the identified services upon the City's approval of the work order for the services and issuance of a notice to proceed. The City reserves the right to reject any and all proposals submitted by the Contractor. A City-approved work order shall include (by reference) the plans and/or specifications provided by the City to the Contractor.

1.5 **Term.** The term of this Contract shall be for three (3) years, with an option for two additional twelve (12) month renewals upon the mutual agreement of both parties. The renewal term(s) may be approved by the City Manager on behalf of the CITY. Notwithstanding the foregoing, this Contract may be terminated as set forth in the Contract Documents.

1.6 **Hourly Billing Rates.** The Hourly Billing Rates set forth as **Exhibit "B"** shall remain fixed for the first three (3) years of this Contract. If due to applicable price escalations and/or reductions which impact the Contractor's Hourly Billing Rates, the City and Contractor may execute a written amendment to this Contract to establish new Hourly Billing Rates for the renewal term(s). The City Manager may approve changes in the Hourly Billing Rates based on the recommendation of the City's Electric Utility Director or designee.

Article 2. CONTRACT TIME.

2.1 All services and work to be provided under a City-approved work order shall be provided in a timely manner as time is of the essence under this Contract.

2.2 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 (if authorized) and without the Contractor's or subcontractor's 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 reasonably determined by the City, the time of completion shall be extended for any reasonable time that the City may reasonably 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, by an approved written change in the scope from the original Contract Documents, 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 reasonable control, or by delay authorized by the City pending negotiation or by any cause which the City shall reasonably decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may reasonably decide. The Contractor must provide the City with written notice of any delay claims and 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. With the exception of an approved written change in the scope from the original Contract Documents, 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. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the work pursuant to City approved work order. Contractor's invoices shall be submitted to:

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

The City's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold five percent (5%) of each payment from a work order to the Contractor as retainage until fifty percent (95%) of the work order price is paid to the Contractor. Upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage upon payment of ninety-five percent (95%) of the work order price being paid to the Contractor (not to exceed fifty percent (50%) of the total retainage amount).

3.3 Upon substantial completion, the Contractor and City shall establish a punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request.

3.4 Final Payment. Upon final completion and acceptance of the work in accordance with the Contract Documents (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the City), the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the City. Since this account will thereupon be closed, any and other further charges if not

properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the work order price including any amount held as retainage.

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

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

3.7 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. 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 Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City. All of the Contractor's personnel (and all subcontractors) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by City to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the City without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY AND INSURANCE.

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification or any other provision in the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE: Prior to commencing any work, the Contractor shall provide proof of insurance coverage as required in the IFB. All such insurance policies may not be modified or terminated without the express written authorization of the City. Failure to comply with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract. 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 Contract Documents and/or performance of the work. 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.

Article 6. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of a work order be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses of engineering and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the City will be charged to Contractor and be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for in an applicable Work Order.

Article 7. PUBLIC CONSTRUCTION BOND.

If the City approves a work order which exceeds \$200,000 in total construction cost, the Contractor must provide the City with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the City prior to the Contractor providing any services under the work order. The City reserves the right to request a bond for any work order which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the City without any mark-up by the Contractor.

The public construction bond shall be on forms attached hereto as **Exhibit “C”** or substantially similar as approved by the City. The bond shall be in an amount not less than the total Work Order price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the City, a Surety Company shall comply with the following provisions:

The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

- (a) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (b) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (c) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the Contractor submits its Work Order for City approval.
- (d) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best’s Key Rating Guide.
- (e) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1. **Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.**
 - 2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

Article 8. TERMINATION.

8.1 **TERMINATION BY CITY:** The City may terminate any work order, the Contract and/or the Contract Documents if the Contractor is in default as follows:

- (a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
- (e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; **or,**

- (f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety (if applicable), written notice and five (5) days to cure, terminate the work order, Contract and/or Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
- (b) finish the work by whatever reasonable method the City may deem expedient.

The Contractor and its surety (if any) shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

8.2 TERMINATION BY THE CITY FOR CONVENIENCE

The City may, at any time, terminate the Contract and Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

- (a) cease operations as directed by the City in the notice;
- (b) take actions necessary, or that the City may direct, for the protection and preservation of the work; and
- (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

Article 9. TAXES AND DIRECT PURCHASES.

9.1 TAXES: The City is exempt from payment of Florida State Sales and Use Tax. The Contractor is not authorized to use the City's Tax Exemption Number unless approved in writing.

9.2 DIRECT PURCHASES: For certain projects, the City may seek to make direct purchases of equipment or materials to be used by the Contractor. Pursuant to Section 212.08(6), Florida Statutes, and the Fla. Admin. Code Ann. R. 12A-1.094 and 12A-1.038, the Parties agree to the following procedure regarding the City's direct-purchase from vendors of certain equipment and materials to be used in specific projects:

- 9.2.1 The City reserves the right, at the City's option, to direct purchase equipment and materials involved in a specific project, including subcontracts, if any so as to save the sales tax which would otherwise have been due with regard to the same. The Contractor and its subcontractors shall comply with the City's direct purchase procedures, including but not limited to those listed below.

9.2.2 As specifically set forth in a City issued work order, within 30 days (or other time as specified in the work order), the Contractor will present a list of direct purchase equipment for the City's consideration which will include the recommended vendors' name; the price quotes from all vendors provided to the Contractor; and, any terms and conditions the Contractor has negotiated with the recommended vendors. The City will then inform the Contractor as to which equipment it will direct purchase. In the event the City fails to exercise its option to direct purchase equipment and identify which equipment is to be purchased by the City within thirty (30) calendar days of receipt of the list from the Contractor, the City shall waive its right to direct purchase any and all equipment to be used in completion of the work under the applicable work order.

9.2.3 The Contractor is responsible for selecting each direct purchase vendor, subject to City approval. The Contractor is responsible for specifications, equipment receipt, inspecting shipments, and assuring that the equipment is in accordance with the work order and the Contractor's specifications. The Contractor is also responsible for providing the City with enough advance notice of when the direct purchase equipment will need to be ordered and delivered. In absence of the Contractor's receipt of a written notice of City's disapproval of a vendor within thirty (30) calendar days of City's receipt of the vendor/material list referenced in 9.2.2, the City shall be deemed to have waived any and all objections thereto.

9.2.4 The Contractor shall retain all responsibility for installing all equipment relating to the work and for maintaining the construction schedule so long as the City timely orders and pays for the correct direct purchase equipment. The City's direct purchase mechanism to effectuate tax savings in no way effects the obligation of the Contractor to meet all of the terms and conditions and all provisions and technical specifications of the Contract Documents. The Contractor shall be responsible for insuring all equipment once the equipment is in its care, custody and control, regardless of whether directly purchased by City.

9.2.5 The City will issue a direct purchase order to the vendor of the direct purchase equipment at the price proposed in the Contractor's or its subcontractor's bid, less sales tax. The City will promptly send a copy of the issued purchaser order to the Contractor.

9.2.6 It will be the Contractor's primary responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the equipment as ordered and at the time and place needed by the Contractor to complete the work in accordance with the work order and construction schedule. To the extent required by the Contractor, the City shall cooperate with all requests of the Contractor related to the expedition of and follow up on direct purchase orders.

9.2.7 The Contractor shall take delivery, unload, and install the equipment purchased on the direct purchase order in accordance with the work order and the Contract Documents with the vendor to repair, replace, and make good any defect without cost to the City, until such time as the work has been completed and accepted by City in accordance with the Contract Documents. The City, with assistance from the Contractor, will be responsible for undertaking and completing any returns of direct purchase equipment as requested by the Contractor and working with the vendor to effectuate any credits or warranties for the returned equipment (if applicable). Any returns not replaced shall be credited to City and acknowledged by a supplement to the direct purchase order and, if applicable, amendment to the Contract Sum. The Contractor shall not be responsible for warranting the direct purchase equipment to the City; however, the Contractor shall be responsible for facilitating the vendor's warranty of the direct purchase equipment and the Contractor shall be responsible for warranting the work to install and/or incorporate the equipment. The Contractor shall maintain records of all direct purchases received and incorporated into the work and provide the City with a monthly accounting until all direct purchase items that are received and accepted for inclusion in the specific project.

9.2.8 When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the Contractor will timely submit to City the documentation supporting the equipment received. Invoices for direct purchase orders will be sent by the direct purchase vendor directly to City's Finance Department, with all such invoices addressed to and in the name of the City. The City's Finance Department will forward invoices to the City's Contract Administrator. The City's Contract Administrator will forward the invoices to the Contractor to verify delivery and sign the invoice and associated documentation supporting the amount of the payment. The City will make timely payment to all vendors in compliance with each vendor's payment procedures. The City will take title to all equipment ordered through direct purchase upon or at the time of purchase. The Contractor will assist City in assuring prompt payment by supplying the vendor's FEI numbers, addresses, phone numbers, etc. All payments will be made in accordance with the Florida Prompt Payment Act.

Article 10. CONTRACTOR'S REPRESENTATIONS AND AGREEMENTS.

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

10.1 Contractor has or will familiarize 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 prior to commencing the work under an applicable Work Order. All work shall be performed consistent with all applicable laws and regulations.

10.2 Contractor agrees to be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with the regulations and to reimburse the City for any loss incurred in connection therewith. This compliance provision specifically includes the Contractor's compliance with all applicable standards, orders or regulations including, without limitation, those issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

10.3 Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

10.4 The Contractor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the work required under the Contract Documents. Proof of such licenses and approvals shall be submitted to the City upon request.

Article 11. INFRINGEMENT INDEMNITY.

11.1 The Contractor will defend or settle at its expense a claim or suit brought by a third party against the City arising out of a claim asserting that the services, work, repair, materials or other deliverables ("deliverables" hereafter) provided by the Contractor under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. The Contractor will indemnify and hold harmless the City against and from damages, costs, and attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the Contractor is promptly notified in writing of such claim or suit, (ii) the Contractor will have the sole control of the defense and settlement thereof, and (iii) City furnishes the Contractor, on reasonable request, information available to City for such defense. The City will not admit any such claim without prior consent of the Contractor.

- a. In the event of a claim of infringement, the Contractor shall, at its option:
 - 1. procure for City the right to continue using the deliverables provided under the

Contract Documents; or

2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.

3. If neither of the above actions is reasonably feasible, the Contractor will refund to City the fee actually paid by City under the Contract Documents (as amortized on a straight-line basis over the time in which the City was able to use the deliverables.

b. The Contractor will have no obligation under this section for infringement if and to the extent that such claim arises from:

1. modification of the deliverables other than by the Contractor or by its recommendation; or

2. combination of the deliverables with products other than those supplied by the Contractor;

and,

3. the alleged infringement or misappropriation relates to such modification or combination.

c. The Contractor will also not have any indemnification obligation with respect to a claim: (i) if it has provided City with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by City within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.

d. 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 or expiration of the Contract Documents.

Article 12. MISCELLANEOUS.

12.1 The City and Contractor each binds itself, its partners, its 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.

12.2 Additional work and/or changes to a work order's price and/or time, is subject to the City's prior written approval. Only the City Manager and City Commission (based on the procurement code) have the authority to approve such additional work and changes.

12.3 The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof.

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

12.5 This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions

of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

12.6 This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12.7 This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

12.8 This Contract shall create no rights or claims whatsoever in any third party.

12.9 If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

12.10 The effective date of this Contract is the date the Contract is approved by the City Commission.

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

- (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 Contract and following completion of this Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of this Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the 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 City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

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

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

12.13 In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Contract 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.

12.14 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

12.15 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

12.16 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 Contractor or its subcontractors under this Contract 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, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor 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 Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Program. The City grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

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

12.18 Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the City:

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

and to the Contractor as follows:

Edison Power Constructors, Inc.
3450 N Higley Road, Mesa, AZ 85712
Attn: Michael Seutter, Senior Vice President

Either party may amend this provision by written notice to the other party.

12.19 The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Contractor under the terms of this Contract.

12.20 The Contractor 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, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

12.21 This Contract is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other contractors to perform services contemplated by this Contract without liability to the City.

12.22 PUBLIC ENTITY CRIMES. The 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. The Contractor will promptly advise the City if it becomes aware of any violation of this statute.

12.21 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.

12.22 The Contract shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of all services and work. This includes being responsible for all precautions for safety of, and reasonable protection to prevent damage, injury or loss to employees performing the services and work and other persons who may be affected thereby; the work, materials and equipment incorporated therein; and other property, equipment or materials at the site or adjacent thereto including, without limitation, trees, shrubs, lawns, sidewalks, pavements, roadways or structures and utilities not designated for removal, relocation or replacement in the course of the work. The Contractor shall comply with and give all notices required by applicable laws, statutes, ordinances, rules and regulations bearing on safety of persons or property, or their protection from damage, injury or loss. The Contractor shall implement, erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards reasonably related to the work or which could arise therefrom. The Contractor shall promptly remedy damage and loss (other than covered by applicable insurance) caused in whole or in part by the Contractor or anyone directly or indirectly employed by or utilized by the Contractor in the performance of the work, which is not attributable to the City's negligence.

12.23 The Contractor agrees that, in all matters relating to this Contract, it will be acting as an independent contractor with exclusive control of the manner and means of performing the work, its obligations and tasks in accordance with the requirements of this Contract and the Contract Documents. The Contractor has no authority to act or make any agreements or representations on behalf of the City. This Contract is not intended, and shall not be construed to create, between the City and the Contractor, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City.

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Signature page follows

IN WITNESS WHEREOF, the City and Contractor have caused this Contract for System Hardening and Reliability Improvements to be executed the day and year shown below.

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: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR:

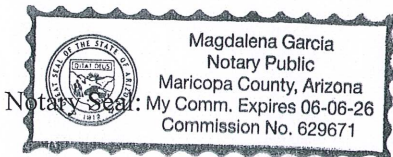
Edison Power Constructors, Inc

[Corporate Seal]

By: _____
Print Name: Michael E Seutter
Title: Sr Vice President

STATE OF Arizona)
COUNTY OF Maricopa)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 8 day of June 2023, by Michael E Seutter, as the Sr. Vice President [title] of **Edison Power Constructors, Inc** a Corporation, who is personally known to me or who has produced AZ DIVER 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

EXHIBIT "A"
SAMPLE WORK ORDER

CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENTS
WORK ORDER NO. _____

THIS WORK ORDER for System Hardening and Reliability Improvements ("Work Order" hereafter) is made on the _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **Edison Power Constructors, Inc.**, a corporation authorized to do business in State of Florida ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the System Hardening and Reliability Improvements project generally described as: _____ (the "Project"). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

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

3.0 Schedule and Liquidated Damages

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

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

4.0 Compensation and Direct Purchases

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

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

_____.

5.0 Project Manager

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

6.0 Progress Meetings

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

7.0 Contractor's Representations

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

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

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

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

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

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

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

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

9.0 Authorization

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

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SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: DO NOT SIGN – SAMPLE ONLY _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR:

Edison Power Constructors, Inc

By: DO NOT SIGN – SAMPLE ONLY _____

[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 _____ 2023, by _____, as the _____ [title] of **Edison Power Constructors, Inc** a Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

EXHIBIT "B"
HOURLY BILLING RATES

Professional Overhead Hourly Rate Schedule

| Labor | Hourly Rate |
|--------------------------------|--------------------|
| Superintendent | \$ 133.55 |
| Mechanic | \$ 85.12 |
| Project Manager | \$ 105.94 |
| General Foreman | \$ 116.10 |
| General Foreman OT | \$ 166.99 |
| Foreman & Safety Supervisor | \$ 111.68 |
| Foreman & Safety Supervisor OT | \$ 160.35 |
| Journeyman | \$ 102.83 |
| Journeyman OT | \$ 147.07 |
| Cable Splicer | \$ 107.24 |
| Cable Splicer OT | \$ 153.72 |
| Equipment Operator | \$ 85.12 |
| Equipment Operator OT | \$ 120.52 |
| Heavy Equipment Operator | \$ 102.83 |
| Heavy Equipment Operator OT | \$ 153.71 |
| Apprentice 1 | \$ 67.42 |
| Apprentice 1 OT | \$ 93.96 |
| Apprentice 2 | \$ 71.85 |
| Apprentice 2 OT | \$ 100.60 |
| Apprentice 3 | \$ 76.27 |
| Apprentice 3 OT | \$ 107.24 |
| Apprentice 4 | \$ 80.70 |
| Apprentice 4 OT | \$ 113.88 |
| Apprentice 5 | \$ 85.12 |
| Apprentice 5 OT | \$ 120.52 |
| Apprentice 6 | \$ 89.55 |
| Apprentice 6 OT | \$ 127.16 |
| Apprentice 7 | \$ 93.97 |
| Apprentice 7 OT | \$ 133.79 |
| Groundman | \$ 64.77 |
| Groundman OT | \$ 89.99 |
| Trouble Rate *Per Man Hour* | \$ 236.17 |

| Professional Overhead Hourly Rate Schedule | | |
|---|-----------------------------|--------------------|
| Equipment | Notes | Hourly Rate |
| Truck Pickup 1/4T | | \$ 11.91 |
| Truck Pickup 1/4T (4X4) | | \$ 13.07 |
| Truck Pickup 1/2T | | \$ 11.88 |
| Truck Pickup 1/2T (4X4) | | \$ 12.46 |
| Truck Pickup 3/4T | | \$ 13.04 |
| Truck Pickup 3/4T (4X4) | | \$ 13.62 |
| Truck Pickup 1T | | \$ 20.66 |
| Truck Pickup 1T (4X4) | | \$ 20.66 |
| Truck Pickup 2T | | \$ 22.50 |
| Dumptruck | | \$ 25.05 |
| Flatbed | | \$ 16.62 |
| Knuckle Bed Winch Medium | | \$ 47.67 |
| Knuckle Bed Winch Large | | \$ 59.30 |
| Fuel Truck-Small | Subcontractor cost plus 10% | \$ - |
| Fuel Truck-Large | Subcontractor cost plus 10% | \$ - |
| Bucket Truck 35'-49' | | \$ 23.83 |
| Bucket Truck 35'-49' (4X4) | | \$ 23.83 |
| Bucket Material Handler 35'-49' | | \$ 29.53 |
| Bucket Material Handler 35'-49' (4X4) | | \$ 30.49 |
| Bucket Truck 50'-60' | | \$ 34.39 |
| Bucket Truck 50'-60' (4X4) | | \$ 36.01 |
| Bucket Material Handler 50'-60' | | \$ 34.39 |
| Bucket Material Handler 50'-60' (4X4) | | \$ 36.01 |
| Bucket Truck 61'-75' | | \$ 48.25 |
| Bucket Truck 61'-75' (4X4) | | \$ 48.25 |
| Bucket Material Handler 61'-75' | | \$ 40.11 |
| Bucket Material Handler 61'-75' (4X4) | | \$ 48.25 |
| Bucket Truck 76'-93' | | \$ 80.78 |
| Bucket Truck 76'-93' (4X4) | | \$ 81.72 |
| Bucket Truck 94'-100' | | \$ 81.72 |
| Bucket Truck 94'-100' (4X4) | | \$ 81.72 |
| Bucket Truck 101'-125' | | \$ 105.00 |
| Bucket Truck 101'-125' (4X4) | | \$ 141.69 |
| Bucket Truck 126'-150' | | \$ 176.57 |
| Pole Trailer | | \$ 10.38 |
| Wire Trailer Single Reel | | \$ 6.10 |
| Wire Trailer Two Reel | | \$ 11.10 |
| Wire Trailer Three Reel | | \$ 27.73 |

| | | |
|--|-----------------------------|-----------|
| Wire Trailer Four Reel | | \$ 12.70 |
| Material Trailer 16'-20' | | \$ 17.27 |
| Tractor Trailer | | \$ 20.47 |
| Lowboy Trailer 50 TON | | \$ 10.47 |
| Stepdeck Trailer | | \$ 27.73 |
| Trailer Single Axle | | \$ 7.88 |
| Crane 30 TON | | \$ 53.28 |
| Crane 55 TON | | \$ 91.72 |
| Crane 70 TON | Subcontractor cost plus 10% | \$ - |
| Crane 110 TON | Subcontractor cost plus 10% | \$ - |
| Digger w Sheave Height 42.5 ft. | | \$ 22.18 |
| Digger w Sheave Height 45.6 ft. | | \$ 29.21 |
| Digger w Sheave Height 54.1 ft. | | \$ 48.63 |
| Digger w Sheave Height 65.1 ft. | | \$ 48.63 |
| Pressure Digger | | \$ 85.52 |
| Wire Puller | | \$ 19.80 |
| UG Wire Puller | | \$ 44.22 |
| Single Drum Puller Distribution Pull Max. 3500lbs. | | \$ 31.02 |
| Single Drum Puller Distribution Pull Max. 7500lbs. | | \$ 97.13 |
| Three Drum Puller | | \$ 150.04 |
| Four Drum Puller | | \$ 83.18 |
| V Grove Puller | | \$ 83.18 |
| Overhead Line Tensioner Max. 3000lbs. | | \$ 20.70 |
| Directional Bore Machine | Subcontractor cost plus 10% | \$ - |
| Skid Steer | | \$ 11.95 |
| Backhoe | | \$ 14.57 |
| Backhoe with Hammer | | \$ 20.09 |
| Medium Front Loader | | \$ 40.73 |
| Large Front Loader | | \$ 54.11 |
| XL Front Loader | | \$ 62.25 |
| Small Dozer w/ Winch | | \$ 23.00 |
| Medium Dozer w/ Winch | | \$ 29.11 |
| Large Dozer w/ Winch | | \$ 36.95 |
| XL Dozer w/ Winch | | \$ 39.57 |
| Mimi Excavator | | \$ 22.13 |
| Medium Excavator | | \$ 16.90 |
| Large Excavator | | \$ 26.49 |
| XL Excavator | | \$ 49.36 |
| Excavator Hammer | | \$ 14.53 |
| Under 200 CFM Air Compressor | | \$ 6.77 |
| 200-800 CFM Air Compressor | | \$ 14.91 |
| 801-1600 CFM Air Compressor | | \$ 20.72 |

| | | |
|--------------------------------------|------------------------|-----------------|
| Air Jack Hammer | N/A Small tools | \$ - |
| Generator 0-10KW | | \$ 11.91 |
| Generator 11-50KW | | \$ 11.91 |
| Generator 51-125KW | | \$ 16.33 |
| Generator 126-400KW | | \$ 27.74 |
| Generator 401-1000KW | | \$ 32.63 |
| All Terrain Forklift 40'-70' | | \$ 21.50 |
| All Terrain Forklift Over 70' | | \$ 27.90 |

EXHIBIT "C"
PUBLIC CONSTRUCTION BOND FORMS

Record and Return to:

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

Surety Bond No. _____

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

CONTRACTOR:

Name:

Principal Business Address:

Telephone Number:

SURETY:

Name:

Principal Business Address

Telephone Number:

OWNER:

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

CONTRACT: System Hardening and Reliability Improvement Program

Contract Work Order No:

Date:

Amount:

Description (Name and Location):

General Description of Work:

BOND

Date (not earlier than Work Order Date):

Amount:

Modifications to this Bond Form:

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. _____ with the City for the project titled "_____" (the "Contract"), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the "Contract Documents") is by reference made a part hereof for the purposes of explaining this bond.

2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

3. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and

b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this _____ day of _____, 20__.

Witness

Principal

(Corporate Seal)

Title

Witness

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)

EXHIBIT "D"

Federal Contract Provisions

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into any subsequent contract resulting from this IFB, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules,

regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such

Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

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

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

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

Procurement of Recovered materials.

- (i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- (ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records.

- (1) The Contractor agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DOJ pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Contractor acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

- (1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (2) For purposes of this section:
 - (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

- (1) The Contractor is prohibited from obligating or expending loan or grant funds to:
 - (a) Procure or obtain;
 - (b) Extend or renew a contract to procure or obtain; or
 - (c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

Current Davis Bacon wage determination for Heavy Construction shall be attached to each Work Order if Federal Funds are utilized.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Contractor is required to confirm that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

- 1) By signing this Certification, the Contractor, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a Contractor to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification

is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



Signature of Contractor's Authorized Official

Michael E Seutter SR. Vice President

Name and Title of Contractor's Authorized Official

6/8/2023

Date

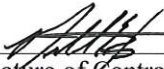
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Edison Power Constructors certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Michael E Seutter SR Vice President
Name and Title of Contractor's Authorized Official

6/8/2023
Date