



AGENDA
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 29, 2023 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Sarah Malega

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](#)
- C. Overview of Electric Utility Bond-Funded Projects Underway by Ashley Sirdar, Electric Utility Assistant Project Manager
- D. Operational Benefits from SHRIP Projects Utilizing Bond Funds by Jason Bailey, Assistant Director - System Operations

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [July 25, 2023](#)

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

- A. [Utility Easement by and between Gator State Storage Lake Worth, LLC and the City of Lake Worth Beach](#)
- B. [Authorize Drinking Water State Revolving Fund Amendment 2 to Loan Agreement DW501750 for the 2-inch Watermain Replacement Phase 5 and 6 Project](#)
- C. [Authorize Ethernet cards and Stratix Switch purchase with Rexel for the City's Water Utility Department](#)
- D. [The City of Lake Worth Beach and The Town of Lantana Interlocal Agreement](#)

NEW BUSINESS:

- A. [Resolution No. 31-2023 – Establishment of an Electric Utility Rate Stabilization Fund](#)
- B. [Agreement with Transportation Management Services Inc for the transportation of contract and/or mutual aid crews during emergency situations.](#)
- C. [Resolution No. 32-2023 – 2020 Non-Ad Valorem Revenue Bond Reallocation](#)

- D. [Resolution No. 33-2023 – FY 2023 Budget Amendment for Subregional Wastewater payment to Palm Beach County Water Utilities Department](#)
- E. [Authorize water meter purchase with Badger Meter for the City's Water Utility Department](#)
- F. [Authorize water meter encoders purchase with The Avanti Company for the City's Water Utility Department](#)
- G. [Work Order No. 08 with Globaltech, Inc. for Reverse Osmosis Water Treatment Plant Membrane Replacement Project](#)
- H. [Work Order No. 09 with Globaltech, Inc. for Water Treatment Plant Hurricane Hardening Project](#)
- I. [Work Order No. 10 with Globaltech, Inc. for Design-Build services for Radio System Upgrade Phase 2 – Lift Stations Project](#)
- J. [Task Order No. 02 with Kimley-Horn and Associates, Inc. for Nitrification Action Plan Phase 2 Project](#)
- K. [Agreement with Close Construction Services for South Palm Park Stormwater Pump Station Project](#)
- L. [Task Order No. 03 with Holtz Consulting Engineers, Inc. for South Palm Park Stormwater Pump Station Project](#)

ADJOURNMENT:

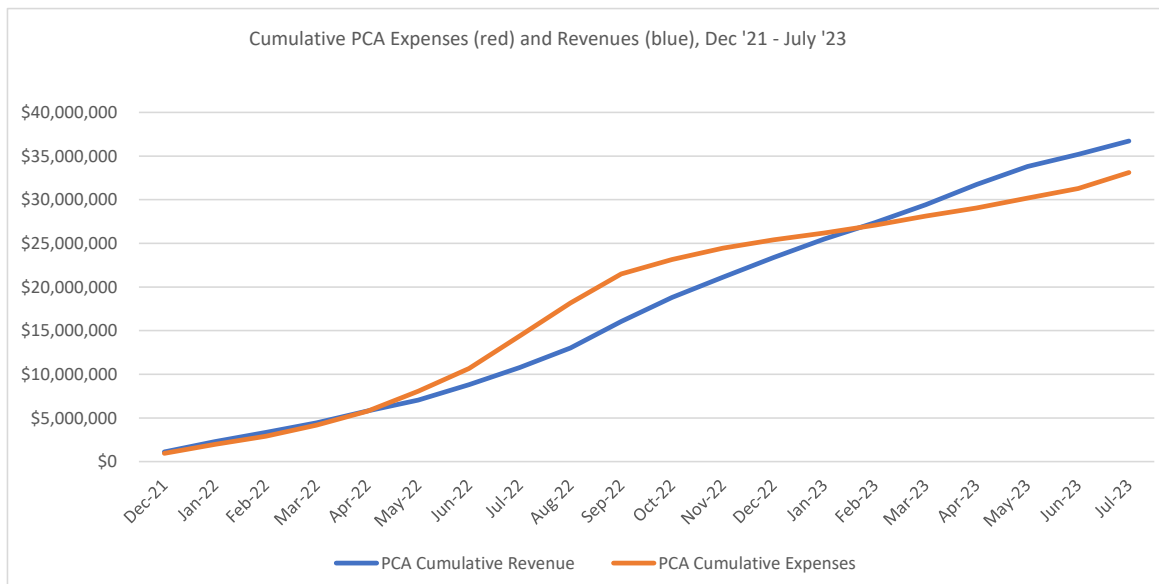
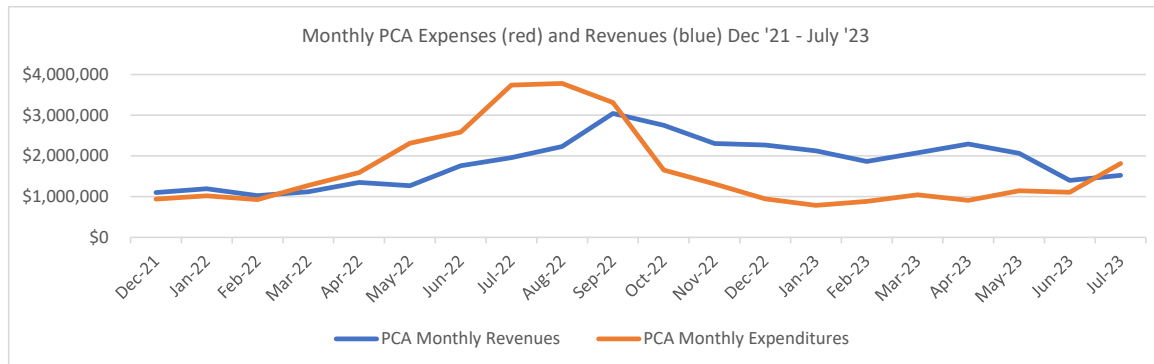
The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 81-2022). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City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

PCA Table & Graphs

Month	PCA Monthly Revenues	PCA Monthly Expenditures	Difference
Dec-21	\$1,103,969	\$942,601	\$161,368
Jan-22	\$1,194,586	\$1,023,131	\$171,455
Feb-22	\$1,025,360	\$926,824	\$98,536
Mar-22	\$1,119,913	\$1,273,434	(\$153,521)
Apr-22	\$1,347,197	\$1,591,498	(\$244,301)
May-22	\$1,266,715	\$2,310,587	(\$1,043,872)
Jun-22	\$1,758,533	\$2,583,598	(\$825,065)
Jul-22	\$1,959,972	\$3,743,037	(\$1,783,065)
Aug-22	\$2,229,001	\$3,782,608	(\$1,553,607)
Sep-22	\$3,044,528	\$3,315,729	(\$271,201)
Oct-22	\$2,754,939	\$1,656,627	\$1,098,312
Nov-22	\$2,305,698	\$1,313,150	\$992,548
Dec-22	\$2,267,120	\$948,626	\$1,318,494
Jan-23	\$2,123,484	\$786,317	\$1,337,167
Feb-23	\$1,864,011	\$886,202	\$977,809
Mar-23	\$2,074,694	\$1,047,496	\$1,027,198
Apr-23	\$2,295,461	\$908,816	\$1,386,645
May-23	\$2,064,788	\$1,146,676	\$918,112
Jun-23	\$1,398,725	\$1,109,974	\$288,751
Jul-23	\$1,522,057	\$1,817,096	(\$295,039)
TOTALS	\$36,720,751	\$33,114,027	\$3,606,724

PCA Cumulative Revenue	PCA Cumulative Expenses
\$1,103,969	\$942,601
\$2,298,555	\$1,965,732
\$3,323,915	\$2,892,556
\$4,443,828	\$4,165,990
\$5,791,025	\$5,757,488
\$7,057,740	\$8,068,075
\$8,816,273	\$10,651,673
\$10,776,245	\$14,394,710
\$13,005,246	\$18,177,318
\$16,049,774	\$21,493,047
\$18,804,713	\$23,149,674
\$21,110,411	\$24,462,824
\$23,377,531	\$25,411,450
\$25,501,015	\$26,197,767
\$27,365,026	\$27,083,969
\$29,439,720	\$28,131,465
\$31,735,181	\$29,040,281
\$33,799,969	\$30,186,957
\$35,198,694	\$31,296,931
\$36,720,751	\$33,114,027

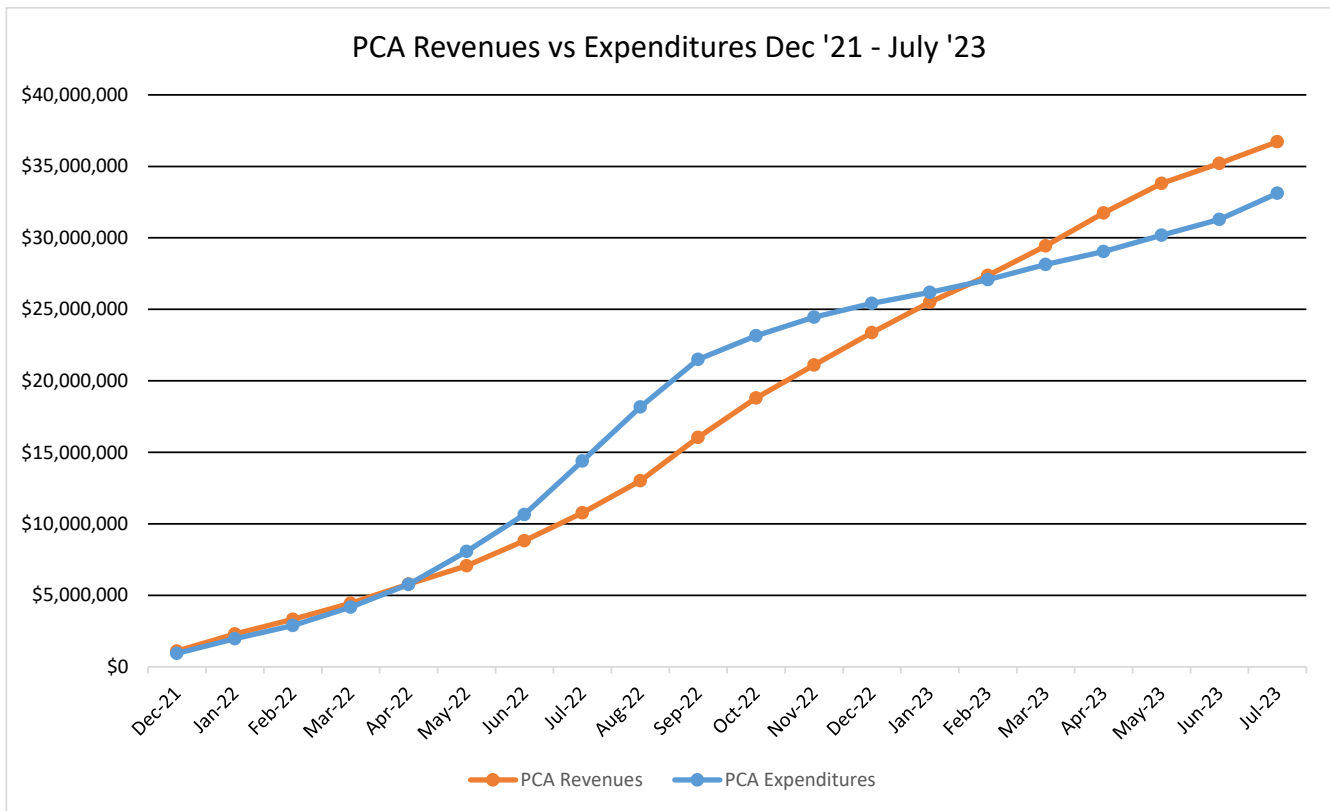


Month	PCA Revenues	Actual Invoices					Total PCA Expenditures	Difference	Average Delivered NG Price	
		OUC	Stanton Energy	FPL Transmission	Power Plant Gas	Forecasted			Actual	
Dec-21	\$1,103,969	\$624,137	\$150,600	\$161,877	\$5,987	\$942,601	\$161,368			
Jan-22	\$1,194,586	\$597,332	\$185,672	\$157,785	\$82,342	\$1,023,131	\$171,455			
Feb-22	\$1,025,360	\$629,349	\$114,305	\$193,045	-\$9,875	\$926,824	\$98,536			
Mar-22	\$1,119,913	\$757,376	\$319,272	\$207,018	-\$10,232	\$1,273,434	-\$153,521			
Apr-22	\$1,347,197	\$1,100,745	\$275,769	\$234,601	-\$19,617	\$1,591,498	-\$244,301			
May-22	\$1,266,715	\$1,821,194	\$244,121	\$245,204	\$68	\$2,310,587	-\$1,043,872			
Jun-22	\$1,758,533	\$2,052,485	\$231,784	\$220,612	\$78,717	\$2,583,598	-\$825,065			
Jul-22	\$1,959,972	\$3,186,177	\$225,766	\$268,782	\$62,312	\$3,743,037	-\$1,783,065			
Aug-22	\$2,229,001	\$3,246,599	\$210,589	\$309,347	\$16,073	\$3,782,608	-\$1,553,607			
Sep-22	\$3,044,528	\$2,793,956	\$223,199	\$281,616	\$16,958	\$3,315,729	-\$271,201			
Oct-22	\$2,754,939	\$1,143,371	\$261,212	\$252,044	\$0	\$1,656,627	\$1,098,312			
Nov-22	\$2,305,698	\$767,327	\$288,673	\$242,922	\$14,228	\$1,313,150	\$992,548			
Dec-22	\$2,267,120	\$594,138	\$254,194	\$155,730	-\$55,436	\$948,626	\$1,318,494			
Jan-23	\$2,123,484	\$535,886	\$106,848	\$143,583	\$0	\$786,317	\$1,337,167			
Feb-23	\$1,864,011	\$617,271	\$58,539	\$210,392	\$0	\$886,202	\$977,809			
Mar-23	\$2,074,694	\$800,769	\$15,895	\$219,482	\$11,350	\$1,047,496	\$1,027,198			
Apr-23	\$2,295,461	\$518,884	\$162,861	\$226,621	\$450	\$908,816	\$1,386,645	\$2.73	\$2.50	
May-23	\$2,064,788	\$775,620	\$133,640	\$237,416	\$0	\$1,146,676	\$918,112	\$2.93	\$2.47	
Jun-23	\$1,398,726	\$921,208	\$170,925	\$17,841	\$0	\$1,109,974	\$288,752	\$3.30	\$2.72	
Jul-23	\$1,522,057	\$1,312,766	\$244,592	\$259,738	\$0	\$1,817,096	-\$295,039	\$3.33	\$3.72	
Aug-23								\$3.22		
Sep-23								\$3.07		
TOTALS	\$36,720,752	\$24,796,590	\$3,878,456	\$4,245,656	\$193,325	\$33,114,027	\$3,606,725	\$3.10	\$2.85	

<-----Average

Commission Approved creation of stabilization fund with PCA Option 2 at May 2 2023 meeting -----> \$500,000
 Total over/under collection after transfer of \$500,000 to stabilization fund-----> \$3,106,725

Month	Cumulative PCA Revenues	Cumulative PCA Expenditures
Dec-21	\$1,103,969	\$942,601
Jan-22	\$2,298,555	\$1,965,732
Feb-22	\$3,323,915	\$2,892,556
Mar-22	\$4,443,828	\$4,165,990
Apr-22	\$5,791,025	\$5,757,488
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Sep-22	\$16,049,774	\$21,493,047
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Nov-22	\$21,110,411	\$24,462,824
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Feb-23	\$27,365,026	\$27,083,969
Mar-23	\$29,439,720	\$28,131,465
Apr-23	\$31,735,181	\$29,040,281
May-23	\$33,799,969	\$30,186,957
Jun-23	\$35,198,694	\$31,296,931
Jul-23	\$36,720,751	\$33,114,027



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

The meeting was called to order by Mayor Resch on the above date at 6:10 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:40)

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

PLEDGE OF ALLEGIANCE: (1:02) led by Vice Mayor Christopher McVoy.

AGENDA - Additions/Deletions/Reordering:

There were no changes to the agenda.

PRESENTATIONS: (1:27) (there is no public comment on Presentation items)

- A. Water Utility Update by Sam Heady, Water Utility Director (1:30)
- B. Electric Utility Update by Ed Liberty, Electric Utility Director (9:39)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (25:45)

APPROVAL OF MINUTES: (29:04)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the following minutes:

- A. June 27, 2023

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

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items) (31:27)

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

- 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

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

NEW BUSINESS: (31:34)

- A. Installation of a Level 2 Electric Vehicle (EV) Charging station at the City Hall parking lot (31:35)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Installation of a Level 2 Electric Vehicle (EV) Charging station at the City Hall parking lot.

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

- B. Energy Efficiency and Conservation Block Grant Program (EECBG) (48:03)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the Energy Efficiency and Conservation Block Grant Program (EECBG).

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

- C. First Amendment to Agreement with ULS Corporate Inc. for the purchase and delivery of overhead, pole-mounted distribution transformers (48:59)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the First Amendment to Agreement with ULS Corporate Inc. for the purchase and delivery of overhead, pole-mounted distribution transformers.

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

- D. Construction Agreement for the Electric Utility System Hardening and Reliability Improvement. Program with Edison Power Constructors, Inc. (59:03)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the Construction Agreement for the Electric Utility System Hardening and Reliability Improvement. Program with Edison Power Constructors, Inc.

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

ADJOURNMENT: (1:02:22)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to adjourn the meeting at 7:05 PM.

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

ATTEST:

Betty Resch, Mayor

Melissa Ann Coyne, City Clerk

Minutes Approved: August 29, 2023

Item time stamps correspond to the meeting recording on YouTube.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Water Utilities

TITLE:

Utility Easement by and between Gator State Storage Lake Worth, LLC and the City of Lake Worth Beach

SUMMARY:

Gator State Storage Lake Worth, LLC, the owner of the property of 900 Barnett Drive A, will dedicate a 16-foot by 9-foot utility easement for public utility purposes.

BACKGROUND AND JUSTIFICATION:

Gator State Storage Lake Worth LLC which owns 900 Barnett Drive A is willing to dedicate a 16-foot by 9-foot utility easement for use in relocating the City's wastewater pump station #19 electrical control panel and associated equipment. Currently, pump station #19 lies just along the eastern edge of the roadway along Barnett Drive with the existing control panels approximately three-feet off the roadway leaving them very vulnerable. These panels are currently surrounded by bollards, but on more than one occasion they have been hit by vehicles and had to be replaced, repaired and rebuilt. The easement being dedicated will allow the panels and control to be located over fifteen feet off the edge of the roadway, much more protected and able to provide greater reliability of wastewater service.

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

MOTION:

Move to approve/disapprove the Utility Easement by and between Gator State Storage Lake Worth, LLC and the City of Lake Worth Beach.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Utility Easement

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

UTILITY EASEMENT

THIS UTILITY EASEMENT is made this ____ day of _____, 20__, by and between GATOR STATE STORAGE LAKE WORTH LLC (“Grantor”) and **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”).

WITNESSETH

WHEREAS, the Grantor is the owner of property generally located at 900 Barnett Drive A, Lake Worth Beach, Florida, and as legally described in Exhibit “A” attached hereto and incorporated herein (the “Property”); and

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

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

WHEREAS, the Grantor is willing to grant such easement.

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

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

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

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

Signed, sealed and delivered
In the presence of:

[Signature]
Signature of Witness

Robert Reis JR.
Printed Name of Witness

[Signature]
Signature of Witness

Gilberto Bermudez
Printed Name of Witness

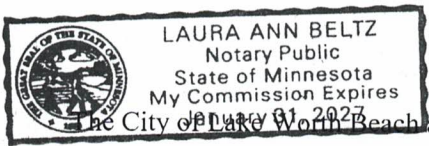
[Signature] (Owner)

Print Name: Oliver Aghamirzaei
Print Title: Owner

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 8 day of Aug, 2023 by Oliver Aghamirzaei, who is personally known to me or who has produced Drivers license as identification and who did not take an oath.



[Signature]
Notary Public

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

City of Lake Worth Beach

Betty Resch, Mayor

Approved as to form and legal sufficiency:

ATTEST:

Melissa Ann Coyne, City Clerk

Glen J. Torcivia, City Attorney

EXHIBIT "A"
Legal Description of Property

Parcel 1:

Lots 7, 8, 9, 10, 11 and 12, Block 1; Lots 7, 8, 9, 10, 11 and 12, Less the North 50 feet thereof, and Lots 13, 14, 15, 16, 17 and 18, Block 2; together with that part of Worth Avenue lying between the property described in Blocks 1 and 2, of BARCELONA GARDENS, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book 13, Page 19.

Parcel 2:

The North 340 feet of Tract 14, of the Subdivision of Section 21, Township 44 South, Range 43 East, Less the West 223.00 feet thereof and Less the East 60.00 feet thereof, according to the Plat thereof on file In the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book 5, Page 12.

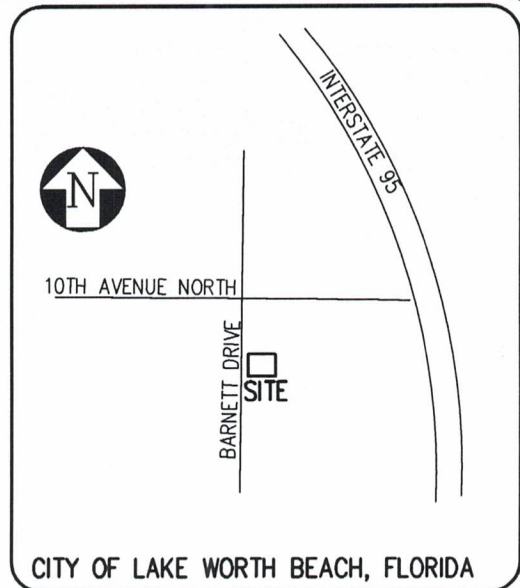
EXHIBIT "B"

Legal Description and Survey of Easement Area

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 2**

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE EASTERLY RIGHT-OF-WAY LINE OF BARNETT DRIVE AS RECORDED IN THE PLAT OF BARCELONA GARDENS AS RECORDED IN PLAT BOOK 13, PAGE 19 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA IS TAKEN AS BEING S01°21'20"W AND ALL OTHER BEARINGS ARE BASED HEREON.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF.



LOCATION MAP
N.T.S.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE RIGHT-OF-WAY OF WORTH AVENUE AS SHOWN ON THE PLAT OF BARCELONA GARDENS AS RECORDED IN PLAT BOOK 13, PAGE 19, SAID RIGHT-OF-WAY BEING ABANDONED IN DEED BOOK 1074, PAGE 278 BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12, BLOCK 1, OF SAID PLAT OF BARCELONA GARDENS, THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ABANDONED WORTH AVENUE, S88°30'12"E A DISTANCE OF 9.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE, N01°21'21"E A DISTANCE OF 16.00 FEET; THENCE N88°30'12"W A DISTANCE OF 9.00 FEET TO A POINT ON THE EASTERLY LINE OF BARNETT DRIVE (PLATTED D STREET), THENCE ALONG SAID EASTERLY LINE, S01°21'20"W A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 144 SQUARE FEET, MORE OR LESS.

LEGEND

- CENTERLINE
- SQ.FT. SQUARE FEET

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON COMPLIES WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Andre Rayman

Digitally signed by Andre Rayman
DN: c=US, sn=Rayman, givenName=Andre,
email=arayman@engenuitygroup.com,
cn=Andre Rayman
Date: 2023.03.06 13:58:53 -05'00'

C. ANDRE RAYMAN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 4938
STATE OF FLORIDA LB#6603

FOR:

CITY OF LAKE WORTH BEACH- LIFT STATION AT BARNETT DRIVE

SCALE: NOT TO SCALE

DRAWN BY: CAR

CHECKED BY: JCM

DATE: 03-06-2023



A Higher Standard of Excellence
engenuity
group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS

1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK #

SHEET:

1
/ 2

JOB #

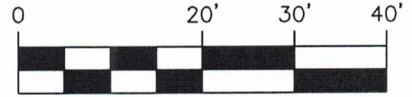
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FLORIDA R.L.S.
4938

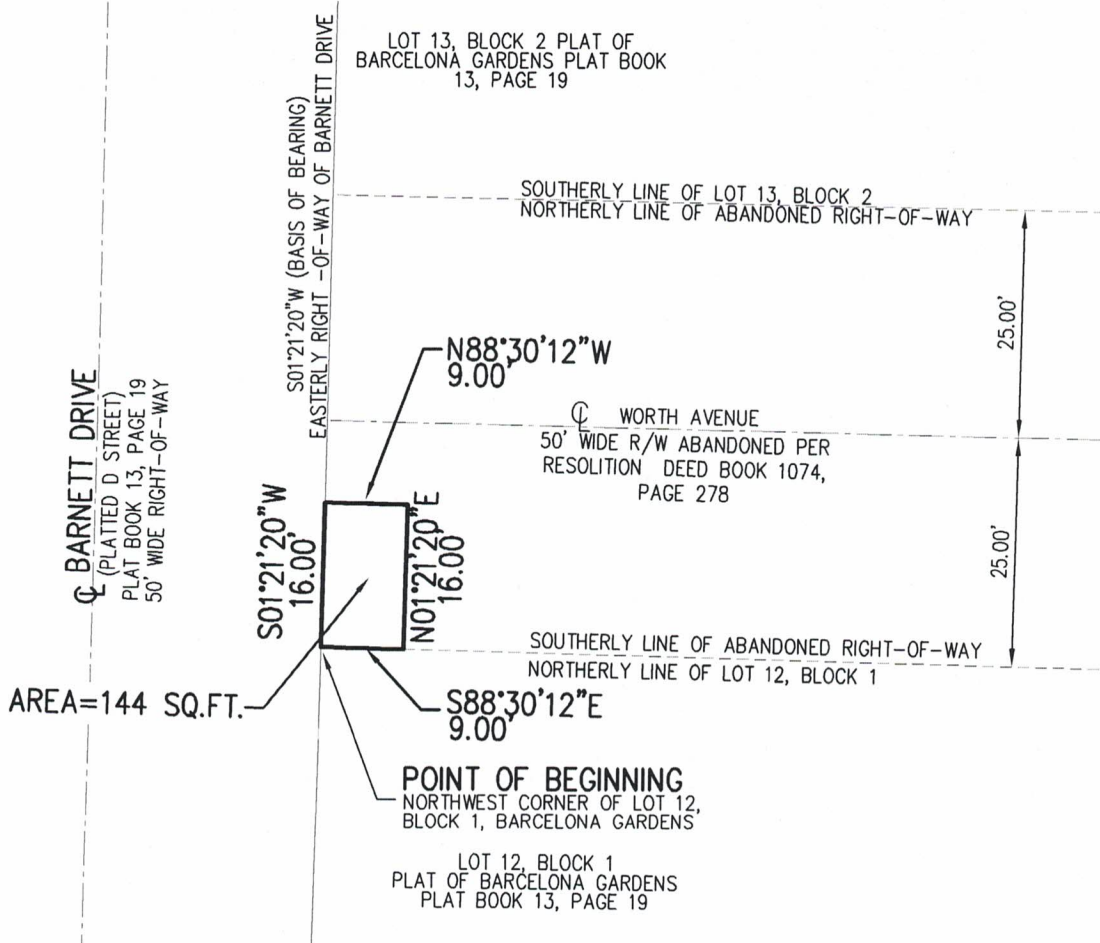
SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEET 1



GRAPHIC SCALE



SCALE: 1" = 20'



Y:\Land Projects R2\18046.06 Sketch & Description for Lift Station No.19\dwg\18046_06 Sketch & Description for Lift Station No.19.dwg 3/6/2023 9:42:14 AM EST

FOR: CITY OF LAKE WORTH BEACH- LIFT STATION AT BARNETT DRIVE

SCALE:	1" = 20'
DRAWN BY:	CAR
CHECKED BY:	JCM
DATE:	03-06-2023

A Higher Standard of Excellence

engenuity
group inc.

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FIELD BOOK #	SHEET: 2 / 2
FLORIDA R.L.S. # 4938	JOB # 18046.06

STAFF REPORT UTILITY MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Water Utilities

TITLE:

Authorize Drinking Water State Revolving Fund Amendment 2 to Loan Agreement DW501750 for the 2-inch Watermain Replacement Phase 5 and 6 Project

SUMMARY:

Amendment 2 reconciles the State Revolving Fund Loan DW501750 project costs and reduces the semi-annual loan payment.

BACKGROUND AND JUSTIFICATION:

The City Water Utility Department has completed the replacement and upsizing of the 2-inch galvanized watermain in the City. To fund this capital improvement, the Utility sought water system revenue financing from the Drinking Water State Revolving Fund.

This Amendment finalizes the project loan agreement at \$2,559,012.74 (reduced from \$3,623,940 due to unused funds remaining in the project) as the project has come to an end and reduces the projects semi-annual loan payment as the project came in under the estimate. The first revised semi-annual loan payment of \$64,158.95 due by November 15, 2023.

MOTION:

Move to approve/disapprove Drinking Water State Revolving Fund Amendment 2 to Loan Agreement DW501750 for the 2-inch Watermain Replacement Phase 5 and 6 Project

ATTACHMENT(S):

Fiscal Impact Analysis
Amendment 2 Loan Agreement
Amortization Schedule

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	\$128,317.90	\$128,317.90	\$128,317.90	\$128,317.90
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Water
Division	Non Departmental
GL Description	Debt Service
GL Account Number	402-9010-519.71-20
Project Number	N/A
Requested Funds	\$128,317.90

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT DW501750
CITY OF LAKE WORTH BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF LAKE WORTH BEACH, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW501750, as amended, authorizing a Loan amount of \$3,623,940, excluding Capitalized Interest, including a Principal Forgiveness amount of \$694,589; and

The Loan Amount, Principal Forgiveness amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by \$535,918.00 of which the Principal Forgiveness portion is \$102,717.70 and the Loan amount is \$433,200.30. The revised total amount awarded is \$3,088,022.00. Of that, the Principal Forgiveness is \$591,871.30.
2. The Loan Service Fee is \$61,760.00. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$3,088,022.00.
3. The total amount of the Loan is \$2,559,012.74. This consists of \$2,496,150.70 disbursed to the Project Sponsor, plus accrued Capitalized Interest of \$1,102.04 and service fee charges of \$61,760.00.
4. The total amount remaining to repay, which amount accounts for the Department's receipt of 1 Semiannual Loan Payments is \$2,484,767.01, consisting of unpaid principal of the Loan of \$2,423,007.01 and an unpaid service fee charge of \$61,760.00.
5. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$64,158.95. Such payments shall be received by the Department on November 15, 2023 and semiannually thereafter on May 15 and November 15 of each year until all amounts due hereunder have been fully paid.
6. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:
 - (1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS98452219-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$3,088,022	140129

7. Project Costs are revised as follows:

The Project Sponsor and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	2,791,095.00
Technical Services After Bid Opening	296,927.00
SUBTOTAL (Total Disbursed)	3,088,022.00
Less Principal Forgiveness	(591,871.30)
Capitalized Interest	1,102.04
TOTAL (Loan Principal Amount)	2,497,252.74

8. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 2 to Loan Agreement DW501750 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF LAKE WORTH BEACH

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

Florida State Revolving Fund Amortization Schedule Report

**Sponsor: Lake Worth Beach
Funding Number: DW-501750**

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-501750	1	\$75,271.00	May 15, 2023	0.070 %	\$74,245.73	\$1,025.27				\$2,423,007.01
	2	\$64,158.95	Nov 15, 2023	0.070 %	\$1,529.28	\$848.05	\$0.00	\$61,760.00	\$21.62	\$2,421,477.73
	3	\$64,158.95	May 15, 2024	0.070 %	\$63,311.43	\$847.52	\$0.00	\$0.00	\$0.00	\$2,358,166.30
	4	\$64,158.95	Nov 15, 2024	0.070 %	\$63,333.59	\$825.36	\$0.00	\$0.00	\$0.00	\$2,294,832.71
	5	\$64,158.95	May 15, 2025	0.070 %	\$63,355.76	\$803.19	\$0.00	\$0.00	\$0.00	\$2,231,476.95
	6	\$64,158.95	Nov 15, 2025	0.070 %	\$63,377.93	\$781.02	\$0.00	\$0.00	\$0.00	\$2,168,099.02
	7	\$64,158.95	May 15, 2026	0.070 %	\$63,400.12	\$758.83	\$0.00	\$0.00	\$0.00	\$2,104,698.90
	8	\$64,158.95	Nov 15, 2026	0.070 %	\$63,422.31	\$736.64	\$0.00	\$0.00	\$0.00	\$2,041,276.59
	9	\$64,158.95	May 15, 2027	0.070 %	\$63,444.50	\$714.45	\$0.00	\$0.00	\$0.00	\$1,977,832.09
	10	\$64,158.95	Nov 15, 2027	0.070 %	\$63,466.71	\$692.24	\$0.00	\$0.00	\$0.00	\$1,914,365.38
	11	\$64,158.95	May 15, 2028	0.070 %	\$63,488.92	\$670.03	\$0.00	\$0.00	\$0.00	\$1,850,876.46
	12	\$64,158.95	Nov 15, 2028	0.070 %	\$63,511.14	\$647.81	\$0.00	\$0.00	\$0.00	\$1,787,365.32
	13	\$64,158.95	May 15, 2029	0.070 %	\$63,533.37	\$625.58	\$0.00	\$0.00	\$0.00	\$1,723,831.95
	14	\$64,158.95	Nov 15, 2029	0.070 %	\$63,555.61	\$603.34	\$0.00	\$0.00	\$0.00	\$1,660,276.34
	15	\$64,158.95	May 15, 2030	0.070 %	\$63,577.85	\$581.10	\$0.00	\$0.00	\$0.00	\$1,596,698.49
	16	\$64,158.95	Nov 15, 2030	0.070 %	\$63,600.11	\$558.84	\$0.00	\$0.00	\$0.00	\$1,533,098.38
	17	\$64,158.95	May 15, 2031	0.070 %	\$63,622.37	\$536.58	\$0.00	\$0.00	\$0.00	\$1,469,476.01
	18	\$64,158.95	Nov 15, 2031	0.070 %	\$63,644.63	\$514.32	\$0.00	\$0.00	\$0.00	\$1,405,831.38
	19	\$64,158.95	May 15, 2032	0.070 %	\$63,666.91	\$492.04	\$0.00	\$0.00	\$0.00	\$1,342,164.47
	20	\$64,158.95	Nov 15, 2032	0.070 %	\$63,689.19	\$469.76	\$0.00	\$0.00	\$0.00	\$1,278,475.28
	21	\$64,158.95	May 15, 2033	0.070 %	\$63,711.48	\$447.47	\$0.00	\$0.00	\$0.00	\$1,214,763.80
	22	\$64,158.95	Nov 15, 2033	0.070 %	\$63,733.78	\$425.17	\$0.00	\$0.00	\$0.00	\$1,151,030.02
	23	\$64,158.95	May 15, 2034	0.070 %	\$63,756.09	\$402.86	\$0.00	\$0.00	\$0.00	\$1,087,273.93
	24	\$64,158.95	Nov 15, 2034	0.070 %	\$63,778.40	\$380.55	\$0.00	\$0.00	\$0.00	\$1,023,495.53
	25	\$64,158.95	May 15, 2035	0.070 %	\$63,800.73	\$358.22	\$0.00	\$0.00	\$0.00	\$959,694.80

Florida State Revolving Fund Amortization Schedule Report

**Sponsor: Lake Worth Beach
Funding Number: DW-501750**

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-501750	26	\$64,158.95	Nov 15, 2035	0.070 %	\$63,823.06	\$335.89	\$0.00	\$0.00	\$0.00	\$895,871.74
	27	\$64,158.95	May 15, 2036	0.070 %	\$63,845.39	\$313.56	\$0.00	\$0.00	\$0.00	\$832,026.35
	28	\$64,158.95	Nov 15, 2036	0.070 %	\$63,867.74	\$291.21	\$0.00	\$0.00	\$0.00	\$768,158.61
	29	\$64,158.95	May 15, 2037	0.070 %	\$63,890.09	\$268.86	\$0.00	\$0.00	\$0.00	\$704,268.52
	30	\$64,158.95	Nov 15, 2037	0.070 %	\$63,912.46	\$246.49	\$0.00	\$0.00	\$0.00	\$640,356.06
	31	\$64,158.95	May 15, 2038	0.070 %	\$63,934.83	\$224.12	\$0.00	\$0.00	\$0.00	\$576,421.23
	32	\$64,158.95	Nov 15, 2038	0.070 %	\$63,957.20	\$201.75	\$0.00	\$0.00	\$0.00	\$512,464.03
	33	\$64,158.95	May 15, 2039	0.070 %	\$63,979.59	\$179.36	\$0.00	\$0.00	\$0.00	\$448,484.44
	34	\$64,158.95	Nov 15, 2039	0.070 %	\$64,001.98	\$156.97	\$0.00	\$0.00	\$0.00	\$384,482.46
	35	\$64,158.95	May 15, 2040	0.070 %	\$64,024.38	\$134.57	\$0.00	\$0.00	\$0.00	\$320,458.08
	36	\$64,158.95	Nov 15, 2040	0.070 %	\$64,046.79	\$112.16	\$0.00	\$0.00	\$0.00	\$256,411.29
	37	\$64,158.95	May 15, 2041	0.070 %	\$64,069.21	\$89.74	\$0.00	\$0.00	\$0.00	\$192,342.08
	38	\$64,158.95	Nov 15, 2041	0.070 %	\$64,091.63	\$67.32	\$0.00	\$0.00	\$0.00	\$128,250.45
	39	\$64,158.95	May 15, 2042	0.070 %	\$64,114.06	\$44.89	\$0.00	\$0.00	\$0.00	\$64,136.39
	40	\$64,158.84	Nov 15, 2042	0.070 %	\$64,136.39	\$22.45				\$0.00
DW-501750 Totals					\$2,497,252.74	\$18,435.58	\$0.00	\$61,760.00	\$21.62	

Combined								
Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
5/15/2023	1	\$75,271.00	\$74,245.73	\$1,025.27				\$2,423,007.01
11/15/2023	2	\$64,158.95	\$1,529.28	\$848.05	\$0.00	\$61,760.00	\$21.62	\$2,421,477.73
5/15/2024	3	\$64,158.95	\$63,311.43	\$847.52	\$0.00	\$0.00	\$0.00	\$2,358,166.30
11/15/2024	4	\$64,158.95	\$63,333.59	\$825.36	\$0.00	\$0.00	\$0.00	\$2,294,832.71
5/15/2025	5	\$64,158.95	\$63,355.76	\$803.19	\$0.00	\$0.00	\$0.00	\$2,231,476.95

Florida State Revolving Fund Amortization Schedule Report

**Sponsor: Lake Worth Beach
Funding Number: DW-501750**

Combined								
Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
11/15/2025	6	\$64,158.95	\$63,377.93	\$781.02	\$0.00	\$0.00	\$0.00	\$2,168,099.02
5/15/2026	7	\$64,158.95	\$63,400.12	\$758.83	\$0.00	\$0.00	\$0.00	\$2,104,698.90
11/15/2026	8	\$64,158.95	\$63,422.31	\$736.64	\$0.00	\$0.00	\$0.00	\$2,041,276.59
5/15/2027	9	\$64,158.95	\$63,444.50	\$714.45	\$0.00	\$0.00	\$0.00	\$1,977,832.09
11/15/2027	10	\$64,158.95	\$63,466.71	\$692.24	\$0.00	\$0.00	\$0.00	\$1,914,365.38
5/15/2028	11	\$64,158.95	\$63,488.92	\$670.03	\$0.00	\$0.00	\$0.00	\$1,850,876.46
11/15/2028	12	\$64,158.95	\$63,511.14	\$647.81	\$0.00	\$0.00	\$0.00	\$1,787,365.32
5/15/2029	13	\$64,158.95	\$63,533.37	\$625.58	\$0.00	\$0.00	\$0.00	\$1,723,831.95
11/15/2029	14	\$64,158.95	\$63,555.61	\$603.34	\$0.00	\$0.00	\$0.00	\$1,660,276.34
5/15/2030	15	\$64,158.95	\$63,577.85	\$581.10	\$0.00	\$0.00	\$0.00	\$1,596,698.49
11/15/2030	16	\$64,158.95	\$63,600.11	\$558.84	\$0.00	\$0.00	\$0.00	\$1,533,098.38
5/15/2031	17	\$64,158.95	\$63,622.37	\$536.58	\$0.00	\$0.00	\$0.00	\$1,469,476.01
11/15/2031	18	\$64,158.95	\$63,644.63	\$514.32	\$0.00	\$0.00	\$0.00	\$1,405,831.38
5/15/2032	19	\$64,158.95	\$63,666.91	\$492.04	\$0.00	\$0.00	\$0.00	\$1,342,164.47
11/15/2032	20	\$64,158.95	\$63,689.19	\$469.76	\$0.00	\$0.00	\$0.00	\$1,278,475.28
5/15/2033	21	\$64,158.95	\$63,711.48	\$447.47	\$0.00	\$0.00	\$0.00	\$1,214,763.80
11/15/2033	22	\$64,158.95	\$63,733.78	\$425.17	\$0.00	\$0.00	\$0.00	\$1,151,030.02
5/15/2034	23	\$64,158.95	\$63,756.09	\$402.86	\$0.00	\$0.00	\$0.00	\$1,087,273.93

Florida State Revolving Fund Amortization Schedule Report

**Sponsor: Lake Worth Beach
Funding Number: DW-501750**

Combined								
Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
11/15/2034	24	\$64,158.95	\$63,778.40	\$380.55	\$0.00	\$0.00	\$0.00	\$1,023,495.53
5/15/2035	25	\$64,158.95	\$63,800.73	\$358.22	\$0.00	\$0.00	\$0.00	\$959,694.80
11/15/2035	26	\$64,158.95	\$63,823.06	\$335.89	\$0.00	\$0.00	\$0.00	\$895,871.74
5/15/2036	27	\$64,158.95	\$63,845.39	\$313.56	\$0.00	\$0.00	\$0.00	\$832,026.35
11/15/2036	28	\$64,158.95	\$63,867.74	\$291.21	\$0.00	\$0.00	\$0.00	\$768,158.61
5/15/2037	29	\$64,158.95	\$63,890.09	\$268.86	\$0.00	\$0.00	\$0.00	\$704,268.52
11/15/2037	30	\$64,158.95	\$63,912.46	\$246.49	\$0.00	\$0.00	\$0.00	\$640,356.06
5/15/2038	31	\$64,158.95	\$63,934.83	\$224.12	\$0.00	\$0.00	\$0.00	\$576,421.23
11/15/2038	32	\$64,158.95	\$63,957.20	\$201.75	\$0.00	\$0.00	\$0.00	\$512,464.03
5/15/2039	33	\$64,158.95	\$63,979.59	\$179.36	\$0.00	\$0.00	\$0.00	\$448,484.44
11/15/2039	34	\$64,158.95	\$64,001.98	\$156.97	\$0.00	\$0.00	\$0.00	\$384,482.46
5/15/2040	35	\$64,158.95	\$64,024.38	\$134.57	\$0.00	\$0.00	\$0.00	\$320,458.08
11/15/2040	36	\$64,158.95	\$64,046.79	\$112.16	\$0.00	\$0.00	\$0.00	\$256,411.29
5/15/2041	37	\$64,158.95	\$64,069.21	\$89.74	\$0.00	\$0.00	\$0.00	\$192,342.08
11/15/2041	38	\$64,158.95	\$64,091.63	\$67.32	\$0.00	\$0.00	\$0.00	\$128,250.45
5/15/2042	39	\$64,158.95	\$64,114.06	\$44.89	\$0.00	\$0.00	\$0.00	\$64,136.39
11/15/2042	40	\$64,158.84	\$64,136.39	\$22.45				\$0.00
Total		\$2,577,469.94	\$2,497,252.74	\$18,435.58	\$0.00	\$61,760.00	\$21.62	

STAFF REPORT UTILITY MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Water Utilities

TITLE:

Authorize Ethernet cards and Stratix Switch purchase with Rexel for the City's Water Utility Department

SUMMARY:

Authorization to purchase Ethernet cards and Stratix Switch with Rexel for the City's Reverse Osmosis Water Treatment Plant for an amount not exceed \$62,228.82.

BACKGROUND AND JUSTIFICATION:

The Reverse Osmosis Water Treatment Plant (RO Plant) utilizes Ethernet cards and Stratix switch for communication of the treatment system to the operators in the control room. The RO Plant is 12 yrs old and is currently running on a manual backup system due to the failure of the Ethernet cards, which does not have redundancy should another failure occur. These cards are no longer supported by the manufacturer and are crucial for communication between the RO Plant and HMI/Supervisory Control and Data Acquisition (SCADA) which is how the operators operate and monitor the plant. The quote from Rexel provides materials that will be installed by City staff when received. Rexel is a sole source for Allen Bradley Ethernet Cards and Stratix Switches

MOTION:

Move to approve/disapprove purchase of Ethernet cards and Stratix Switch from Rexel in an amount not to exceed \$62,228.82.

ATTACHMENT(S):

Fiscal Impact Analysis
Quote 1463280 - CITY OF LAKE WORTH

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2025	2026	2027	2028
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$62,228.82	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$62,228.82	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 Numbers		
Project Number		
Requested Funds		

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

Contract Award - Existing Appropriation	
	Expenditure
Department	Water Treatment
Division	Treatment
GL Description	Improve other than Build
GL Account Number	402-7022-533.46-21
Project Number	
Requested Funds	\$62,228.82

Description:
Ethernet cards and Stratix Switch

Quote #1463280
Updated On: 08/08/2023

Company Name:
CITY OF LAKE WORTH

Billing Address:
CITY OF LAKE WORTH (201232)
7 North Dixie Dr. , FL
Lake Worth Beach, FL 33460

Created Date:
6/2/23

Shipping Address:
301 College St.
Lake Worth Beach, FL 33460 USA

Shipping Method:
Store Truck

FOB:
Destination

Sales Person:
Edward Arndt
Edward.Arndt@RexelUSA.com

Branch:
Orlando - Dc #1586
4078505400

PRODUCTS	QTY	UNT PR / UOM	TOTALS
1.  1783-BMS10CGN Item# 561432 Switch, Ethernet, 8 Fast Ethernet Ports, 2 Gigabit Combo Ports MFR: Allen-Bradley <i>Stratix 5200 switch, 8 copper 100/1000 ports, 2 Combo 100/1000 ports, full FW, DLR</i>	1	\$3,264.63 ⁶⁴⁶ EA	\$3,264.64
2.  1783-SFP100FX Item# 73876 Transceivers, Small Form-factor Pluggable, 100Base-FX Multi-Mode MFR: Allen-Bradley	4	\$258.70 ⁹³⁷ EA	\$1,034.84
3.  1783-ETAP2F Item# 163896 Switch, Embedded, Ethernet/IP Tap, 1 Copper Ports, 2 Fiber Port MFR: Allen-Bradley	11	\$840.41 ⁵⁶⁰ EA	\$9,244.57
4.  1585J-M4TBJM-2 Item# 6113 Connection Cable, EtherNet, 4 Conductor, RJ45 Male to Male, Teal MFR: Allen-Bradley	13	\$49.92 ⁶⁹⁹ EA	\$649.05
5.  1756-EN2T Item# 62783 Module, Communications, EtherNet/IP Bridge, Copper, 256 Connections MFR: Allen-Bradley	13	\$3,695.05 ⁵²⁰ EA	\$48,035.72

Entire Quote:

Sub Total:	\$62,228.82
S/H:	\$0.00
Other Charges:	\$0.00
Tax:	Not Included
Total:	\$62,228.82

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative.

Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Many of Seller's manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, price, scope and quantity of supply and/or other terms and conditions set out in their offer or quotation and Seller equally reserves the right to pass through any such changes from its manufacturing partners to the Buyer. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility".

Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at. <https://www.rexelusa.com/terms>

Full phone support at (888) 739-3577

Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays.



Rockwell Automation
Florida Territory
3611 Queen Palm Drive Ste 160
Tampa, FL 33618 USA
Tel 1.813.466.6400 Fax 1.813.466.6401
www.rockwellautomation.com

August 21st, 2023

City of Lake Worth
10 Ocean Avenue
Lantana, FL 33462-3337
United States

Re: Rockwell Automation Authorized Allen-Bradley Distributors

Rockwell Automation extends and enhances its own significant automation capabilities by partnering with a network of authorized distributors. Some of the many benefits that customers enjoy working with their local authorized Allen-Bradley distributor include:

- Access to local distributor inventory (including spares and replacement parts)
- Technical assistance from local distributor product specialists
- A knowledgeable staff that has access to factory training
- Rockwell Automation support of local distributor activities

REXEL USA INC – West Palm Beach, FL is the only distributor authorized by Rockwell Automation to sell **Allen-Bradley** and **Rockwell Software** products, along with related services; including technical support contracts as well as training, in the geographic area in which your facility is located. As a matter of Company policy, Rockwell Automation only provides product and sales support to the local authorized distributor, and it is our practice and policy to always promote and recommend that customers buy from their local authorized Allen-Bradley / Rockwell Automation distributor. Rockwell Automation discourages purchasing from non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another area.

If you purchase Allen-Bradley / Rockwell Automation products from an unauthorized source, you may not receive the latest version. The latest version of Allen-Bradley products, along with related factory product services, only is available through your local authorized Allen-Bradley / Rockwell Automation distributor.

Also, products that are not purchased directly from Rockwell Automation or its local authorized distributor may not be covered by a manufacturer's warranty. Rockwell Automation's standard

expanding human possibility



Allen-Bradley
by ROCKWELL AUTOMATION



FactoryTalk
by ROCKWELL AUTOMATION



Rockwell Automation
Florida Territory
3611 Queen Palm Drive Ste 160
Tampa, FL 33618 USA
Tel 1.813.466.6400 Fax 1.813.466.6401
www.rockwellautomation.com

manufacturer's warranty covers new Allen-Bradley products for a period of one year from the date of Rockwell Automation's or its authorized Allen-Bradley distributor's invoice to the customer.

As a result, there is no assurance that products sourced from unauthorized parties will carry a valid and unexpired manufacturer's warranty. Customers purchasing products from unauthorized sources should not assume that they will receive any rights under any Rockwell Automation factory warranty. Only an authorized Allen-Bradley distributor may offer access to factory warranty coverage on Allen-Bradley products.

We recognize that price can be an important consideration in any purchasing decision; however, it also is important that customers understand what they are getting for that price (or in the case of purchases from an unauthorized source, what they are not getting). Rockwell Automation firmly believes that the best customer value in the long-run is achieved by dealing with the local authorized Allen-Bradley distributor.

Should you have any further questions, please do not hesitate to contact **REXEL** at 561.845.6110 or your local Rockwell Automation sales office at 813.466.6400.

Respectfully,

A handwritten signature in black ink, appearing to read 'S Parkhill', with a long horizontal line extending to the right.

Steve Parkhill

Territory Sales Manager

cc: REXEL USA INC – West Palm Beach, FL

expanding human possibility



Allen-Bradley
by ROCKWELL AUTOMATION



FactoryTalk
by ROCKWELL AUTOMATION

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Water Utilities

TITLE:

The City of Lake Worth Beach and The Town of Lantana Interlocal Agreement

SUMMARY:

The Town of Lantana (Town) and City of Lake Worth Beach (City) have renewed their emergency water interlocal agreement.

BACKGROUND AND JUSTIFICATION:

According to this Interlocal Agreement, the CITY will supply Potable Water to the TOWN at the Point(s) of Connection identified for emergency and bulk water sales. The initial term of the Agreement is five years and can be renewed three times, each for a period of five years, by both parties prior to expiration, with the same terms and conditions as the initial term. As a part of this agreement, The TOWN will pay the CITY up to \$60,000.00 for reactivating and adding metering at Federal Highway at 18th Avenue South.

MOTION:

Move to approve/disapprove the City of Lake Worth Beach and the Town of Lantana interlocal agreement.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
CITY OF LAKE WORTH BEACH AND THE TOWN OF LANTANA
FOR WATERMAIN INTERCONNECTION**

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2023, by and between THE CITY OF LAKE WORTH BEACH, FLORIDA, a municipality organized under the laws of the State of Florida (hereinafter "CITY"), and the TOWN OF LANTANA, FLORIDA, a municipality organized under the laws of the State of Florida (hereinafter "TOWN").

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the parties hereto have the common power to provide essential public utility services within their respective geographic jurisdictions; and

WHEREAS, the TOWN owns and operates a Community Public Water System to serve residents living within the TOWN Service Area as shown on **Exhibit "B"**; and

WHEREAS, the TOWN wishes to use the interconnects for potable water for emergency use from the CITY for distribution and sale to its customers within the TOWN Service Area for emergency service connections; and

WHEREAS, the CITY wishes to sell the TOWN bulk potable water within the TOWN Service Area pursuant to the terms and conditions of this Agreement; and

WHEREAS, the TOWN and CITY both wish to leave the water connections from the CITY through interconnects active in case needed as emergency service connections as well as to provide bulk potable water through the term of this Agreement; and

WHEREAS, as a consecutive system, the TOWN and CITY wish that the TOWN implement and facilitate conservation of water resources in accordance with the direction of the CITY, and restrictions in effect on the CITY's system; and

WHEREAS, the physical, chemical and biological quality of all treated potable waters produced by the CITY currently meets or exceeds all Federal, State and local laws, regulations and requirements, and the CITY will take reasonable steps to maintain the quality of treated waters to the Points of Connection (as later defined in this Agreement); and

WHEREAS, it is solely the responsibility of the TOWN to operate and maintain the water delivery system on the discharge side of the Points of Connection so that the physical, chemical and biological quality of the treated water meets or exceeds all Federal, State and local laws, regulations and requirements; and

WHEREAS, the CITY and TOWN have determined that entering this Agreement serves a valid public purpose.

NOW, THEREFORE, for and in consideration of these promises, the mutual undertakings and agreements herein contained and assumed, the sufficiency of which is acknowledged by both parties hereto, the CITY and TOWN hereby covenant and agree as follows:

1. Recitals. The foregoing statements are true and correct and are incorporated herein by reference and made a material part of this Agreement.
2. Scope of Agreement. The CITY agrees to furnish, and the TOWN agrees to purchase and accept, an emergency supply of Potable Water in accordance with the terms and conditions of this Agreement. The CITY shall furnish, and the TOWN shall accept, the Potable Water at the Point(s) of Connection shown in **Exhibit "A"**.
3. Term. This Agreement shall commence on the Effective Date of this Agreement and continue for a term of five (5) years. The Term of this Agreement may be renewed three (3) times for successive periods of five (5) years each, upon the same terms and conditions as herein provided, by written agreement of both of the parties to this Agreement prior to expiration of the initial term of this Agreement or any renewal thereof. Renewals of this Agreement may be executed by the City (or Town) managers for the TOWN and the CITY.
4. Effective Date. The Effective Date of this Agreement is the date this Agreement is approved by the TOWN's and the CITY's governing bodies. Once this Agreement is fully executed, it shall be filed with the Palm Beach County Clerk and Comptroller.
5. Prior Agreements. This Agreement, upon its approval and execution by both parties, shall supersede any and all prior negotiations, correspondence, conversations, agreements, including the expired prior agreement and any amendments thereto, or understandings applicable to the provision of emergency bulk potable water interconnect and supply and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, it is agreed by the parties that there shall be no deviation from the terms hereof which shall be predicated upon any prior representation or agreements whether oral or written, unless said are specifically provided for herein.
6. Definitions. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "Average Daily Flow (ADF)" – the average daily flow rate of potable water collectively measured through all Points of Connection. The Average Daily Flow rate is calculated by dividing the total amount of Potable Water flowing through the Points of Connection in any one fiscal year by the number of days in that same fiscal year.
 - (b) "CITY's Potable Water System" – the system owned and/or operated by the CITY for the production and distribution of Potable Water to all retail, wholesale, and/or bulk customers of the CITY, said system being located on the CITY's side of the various Points of Connection and including all Potable Water meters and related appurtenances located at the Point(s) of Connection.
 - (c) "Point(s) of Connection" – The location(s) where the CITY's Potable Water System is connected with the TOWN's Potable Water System, as shown in **Exhibit "A"**,

which is incorporated herein and attached hereto. The Potable Water System of the CITY shall include the water meter(s) and related appurtenances located at the Point(s) of Connection, with said water meter(s) being utilized for the measurement and payment of emergency Potable Water obtained by the TOWN.

- (d) “Potable Water” – Water for human consumption which meets all applicable Federal, State, and County standards.
 - (e) Service Areas:
 - a. “TOWN Service Area” - That area within which TOWN owns and maintains a potable water distribution system.
 - b. “TOWN’s Potable Water System” – the system owned and/or operated by the TOWN for the distribution of potable water, said system being located on the TOWN’s side of the Point(s) of Connection.
7. Point(s) of Connection: The parties hereto agree that the Points of Connection of the TOWN System to the CITY System and meter locations shall be as set forth below:
- (a) Federal Highway at 18th Avenue South. The TOWN agrees to pay at a cost not to exceed \$60,000.00 to the CITY to re-activate and add metering. Such payment shall be due within 30 days of project completion and meter activation.
 - (b) North Ridge Road and Shirley Court, which the CITY recently paid the costs to reactivate.
8. Obligation to Accept Service. Except as otherwise provided herein, TOWN agrees that during the term of this Agreement, the CITY shall be a provider of emergency bulk potable water services to the Town service area set forth in **Exhibit “B”**, and the TOWN shall only accept potable water services from the CITY and the City of Boynton Beach for the TOWN service area as set forth in **Exhibit “B”**.
9. Each party agrees that they are responsible for all improvements, maintenance and repairs related to their respective equipment on their side of the Point of Connection and that the point to determine compliance with the contract terms is the Point of Connection.
10. It is mutually agreed that by entering into this Agreement, the CITY does not incur any responsibility for the quality, flow, or pressure of the potable water beyond the Points of Connection.
11. Operation of Interconnect Facilities in an Emergency. The piping to serve TOWN will be left intact in case of a need for an emergency connection. In the event of a potable water system failure causing an emergency in the TOWN Service Area, the valves will be opened so as to permit the flow of potable water to the TOWN Service Area. No supply of potable water shall be provided except in case of an emergency and upon the following terms and conditions to be determined by the CITY as set forth below. “CITY” in this paragraph shall mean the City Manager or designee.
- (a) There must be a sufficient surplus of potable water available after the CITY meets all of its anticipated needs, which shall be determined by the CITY in its sole discretion.

- (b) The CITY may reasonably, which shall be determined by the CITY in its sole discretion, limit the amount of potable water to be supplied to the TOWN.
- (c) The CITY shall determine that the provision of potable water to the TOWN will not impose a danger to the health, safety or welfare of its citizens of the CITY. Any resultant expenses incurred by the CITY as a result of the connection to the TOWN system shall be reimbursed by the TOWN.
- (d) The CITY may require the TOWN to impose use restrictions on its customers as prescribed by the CITY.
- (e) The CITY, in its sole discretion, may place a reasonable termination date for the emergency supply period.
- (f) Water shall be considered the property and responsibility of the TOWN once it has passed through the Point(s) of Connection. The CITY and TOWN each shall have the sole and exclusive right to sell and distribute the water in its respective water system on its respective side of the Point(s) of Connection.
- (g) Procedure to Activate Interconnects during emergencies:

1. In case of an emergency, a written or verbal communication from the TOWN's Town Manager, or his/her designated representative, setting forth the emergency and estimated time of need of emergency potable water, shall be made and shall be the only request necessary to open the valves. The request shall be made to the CITY's Utilities Director or designated representative. If said communication is made verbally, said notice shall be immediately followed by a written communication. Notwithstanding the provisions above, the request by the TOWN to the CITY to turn off valves and discontinue providing the emergency potable water supply shall be handled by the same procedure.
2. If the TOWN's required emergency potable water supply needs last more than 24 hours, then within 36 hours of the valve opening, the Director of the TOWN's utility shall transmit a letter to the CITY's Utility Director, outlining the reasons for the required needs, the probable duration of such requirements, the estimated usage in gallons per day and the maximum peak hour request.
3. The TOWN expressly acknowledges the right of the CITY to refuse to provide the emergency potable water service, as set forth in this Agreement, if the CITY determines that the provision of such service would not be in its best interest or would constitute a danger to the health, safety and welfare of its citizens. In the event of such refusal, the TOWN hereby expressly waives any and all claims of loss or damage against the CITY.

12. Monthly Billed Usage. The TOWN shall be billed the Service Rate on a monthly basis for actual metered water service delivered by the CITY in accordance with the following conditions:

- (a) Emergency usage shall be charged at bulk temporary rates, with no capacity or fixed charges, as set forth in sub-section 12(b).

- (b) The CITY shall charge the TOWN a bulk temporary service rate of \$0.309 per hundred gallons commencing upon the Effective Date of this Agreement. Future rate changes will be allowed only at the time of the CITY's Water System rate increases. The new rate to be charged will be equal to the current rate plus the same percentage increase as the CITY's Water System.
 - (c) The CITY agrees to provide the TOWN with written notification of all rate increases upon passage of the new rate by the CITY's City Commission or 30-days before rates go into effect, whichever is greater. In the case of multiple-year rate authorizations, a separate notice will be sent 30-days prior to each incremental change approval.
 - (d) The TOWN agrees to pay for all potable water received from the CITY and to make payments to the CITY within thirty (30) days from the date the bill is rendered by CITY. A one percent (1%) per month interest charge will be assessed on any outstanding balance thereafter. If payment has not been received after ninety (90) days from the date of the original bill, then the CITY may discontinue services provided to the TOWN by this Agreement.
 - (e) Payments required herein shall be governed by the provisions of Chapter 218, Part VII, Florida Statutes, the "Local Government Prompt Payment Act," or its successor in function, or as otherwise mutually agreed to between the parties hereto.
13. Additional/Future Capacity Fees. If permanent additional capacity is required to meet the needs of the TOWN, the TOWN shall be required to pay additional capacity charges as calculated in accordance with the CITY's regulations regarding capacity charges, and at a cost per ERU as established by the CITY for all new water connections within the Service Area(s). It is further agreed that these capacity fees are the property of the CITY but that the TOWN may charge their own additional connection charges, surcharges or equivalent to its new customers.
14. Presumed Consumption and Required Payment In Case of Billing Meter Failure. Both parties agree that, if at any time a billing meter fails, the TOWN will pay to the CITY at a daily consumption rate equal to the average consumption of the ninety (90) day period prior to the date the meter failed, if emergency potable water was being supplied during that period. If not, the TOWN will pay to the CITY the average daily flow rate of the most recent consumption period. The CITY shall make all efforts to restore the meter to working order as soon as possible, with the cost of any repairs to be split by the CITY and the TOWN.
15. Termination of Agreement
- (a) Termination for Cause. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default within ninety (90) days following notice shall be grounds for termination of this Agreement. Termination of this Agreement by either party shall require thirty (30) days prior written notice to the other party prior to the termination date. The parties may mutually agree to extend the time for cure and/or termination.

- (b) Termination by Mutual Agreement. This Agreement may be terminated by law or at any time by the written agreement of the CITY and TOWN. The TOWN will not be entitled to a refund of any Capacity Fees or other reimbursements, and all service will be discontinued upon the termination date if so terminated.
 - (c) Termination Upon Expiration. This Agreement shall be considered terminated on the expiration date of the Agreement as adjusted by extensions approved in accordance with Paragraph 3 of this Agreement. The TOWN will not be entitled to a refund of any Capacity Fees or other reimbursements, and all service will be discontinued upon the expiration date.
 - (d) Termination for Convenience. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to other party. In such event TOWN terminates the Agreement for convenience, it will not be entitled to a refund of any Capacity Fees or other reimbursements.
16. Water Shortages. In the event the South Florida Water Management District or other government unit with authority declares a water shortage, then the CITY shall have the right to restrict service to the TOWN by the same percentage, level and/or manner as the CITY restricts service to customers located within the CITY's service area.
 17. Water Quality. The physical, chemical and biological quality of all waters delivered to the TOWN by the CITY currently meets or exceeds all Federal, State and local laws, regulations and requirements, and the CITY shall take reasonable steps to maintain the quality of treated waters to the Point of Connection.
 18. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall have no claim to salary, pension, workers' compensation, civil service, or other employee rights or privileges granted by any other party to its officers and employees.
 19. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, said party shall not be liable for such nonperformance. This provision shall not affect the payment terms in this Agreement.
 20. Successors and Assigns. The CITY and the TOWN each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the CITY nor the TOWN shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other party. Such consent will not be unreasonably withheld.
 21. Severability. If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be held invalid or unenforceable by any

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

22. Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to CITY, shall be mailed or delivered to CITY at:

City of Lake Worth Beach
7 N. Dixie Highway
Lake Worth Beach, Florida 33460
Attn: Carmen Y. Davis, City Manager

with copies to:

Sam Heady
Utility Director
City of Lake Worth Beach
301 College Street
Lake Worth Beach, FL 33460

and

Glen J. Torcivia, Esq.
City Attorney
7 North Dixie Highway
Lake Worth Beach, FL 33460

and if to Town, shall be mailed or delivered at:

Town of Lantana
500 Greynolds Circle
Lantana, FL 33462
Attn: Brian K. Raducci, Town Manager

with copies to:

Jerry Darr
Assistant Utilities Director
Town of Lantana
510 W. Pine Street
Lantana, FL 33462

and

R. Max Lohman, Esq.
Town Attorney
500 S. Australian Avenue
Suite 531
West Palm Beach, FL 33401

23. Filing. This Agreement and all amendments and renewals thereto shall be filed with the Clerk of the Circuit Court for Palm Beach County.
24. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto, except, as provided in paragraph 3 herein, that renewals of this Agreement may be executed by the City (or Town) managers for the TOWN and the CITY as long as all other terms and conditions remain the same.
25. Liability.
 - (a) The CITY and TOWN acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The CITY and TOWN agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.
 - (b) Indemnity. To the extent permitted by law and subject to the limitations of Florida Statutes, Section 768.28, TOWN agrees to indemnify and hold harmless from and against any loss, damage, liability, claim or obligation of any kind or nature whatsoever, which CITY may incur or which may be asserted against CITY as a result of any actions or conditions on the discharge side of the Point of Connection affecting quality, water service or water availability.
26. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Interlocal Agreement to provide services as authorized by Chapter 163, Florida Statutes. The governing bodies for the CITY and the TOWN shall each maintain all legislative authority with regard to their respective municipality. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territoriality under the provisions of any such Interlocal Agreement.
27. Waiver. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver by either party of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

28. Entirety of Agreement. This Agreement constitutes the entire understanding of the parties with respect to the provision of public water supply services. Except as provided in paragraph 3 above, this Agreement may not be modified unless such modification and/or waiver is in writing and is agreed to and signed by both parties. The parties expressly agree that any uncertainties or ambiguities contained herein shall not be construed against or in favor of either party.
29. No Third Party Beneficiaries. There are no third party beneficiaries under this Agreement.
30. No Agency Created. Nothing contained herein is intended to nor shall create an agency relationship between the TOWN and CITY.
31. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument. Either or both parties may sign this Agreement electronically or by facsimile or email and such signature is as valid as the original signature of such party.
32. Compliance with Law. The CITY and TOWN shall comply with all laws, ordinances, and regulations applicable to their obligations under this Agreement.

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IN WITNESS WHEREOF, TOWN and CITY have executed or have caused this Agreement, with the named exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

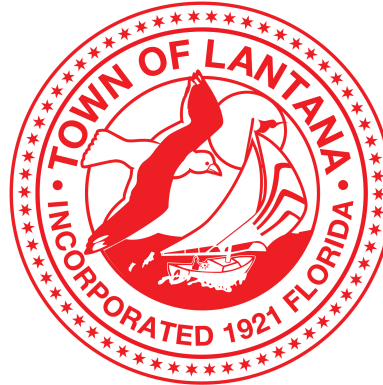
**TOWN OF LANTANA
TOWN CLERK**

**TOWN OF LANTANA
BY ITS TOWN COUNCIL**

By: Kathleen Dominguez
Kathleen Dominguez, Town Clerk

By: Karen Lythgoe
Karen Lythgoe, Mayor

(SEAL)



**APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY**

By: R. Max Lohman
R. Max Lohman, Town Attorney

ATTEST:

**CITY OF LAKE WORTH BEACH, FLORIDA
BY ITS CITY COMMISSION**

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Glen J. Torcivia, City Attorney

**APPROVED FOR FINANCIAL
SUFFICIENCY**

By: _____
Yannick Ngendahayo
Financial Services Director

STAFF REPORT UTILITY MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Electric Utility

TITLE:

Resolution No. 31-2023 – Establishment of an Electric Utility Rate Stabilization Fund

SUMMARY:

Resolution No. 31-2023 establishes a new Special Revenue Fund titled “Electric Utility Rate Stabilization Fund” for the purpose of maintaining rate competitiveness and rate stability by mitigating cost increases that would otherwise be passed along to the customers of the Electric Utility.

BACKGROUND AND JUSTIFICATION:

As a result of sudden increases in the costs of natural gas in 2022-2023 and other factors impacting the power costs, the City of Lake Worth Beach desires to establish an “Electric Utility Rate Stabilization Fund” to maintain rates competitive with other utilities, mitigate against potential increased costs of purchased power, and provide rate stability for the customers of the Electric Utility.

To provide the necessary funding, the Electric Utility Fund will transfer \$3,000,000 of excess Power Cost Adjustment (PCA) revenues accumulated as of July 2023 and appropriate each year as deemed necessary an amount not to exceed 20% of the expected PCA expense to the Rate Stabilization Fund.

The City Commission shall have the sole authority to deposit funds into and withdraw funds from the Rate Stabilization Fund.

MOTION:

Move to approve/disapprove Resolution No. 31-2023 to establish a new Special Revenue Fund titled “Electric Utility Rate Stabilization Fund” which will be funded by excess PCA revenues accumulated as of July 2023.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution No. 31-2023

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	\$3,000,000	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$3,000,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Budget Transfer Impact		
	Revenue Source	Expenditure
Department	Rate Stabilization Fund	Electric Fund
Division	N/A	Non-Departmental
GL Description	Transfers In	Transfers Out
GL Account Number	TBD (New GL Account)	TBD (New GL Account)
Project Number	N/A	N/A
Requested Funds	\$3,000,000	\$3,000,000

RESOLUTION NO. 31-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ESTABLISHING A RATE STABILIZATION FUND FOR THE ELECTRIC UTILITY; PROVIDING FOR REPEAL OF CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the Electric Utility of the City of Lake Worth Beach desires to maintain rates competitive with other utilities, mitigate against potential increased costs of purchased power, and provide rate stability for the customers of the Electric Utility; and

WHEREAS, due to sudden increases in the costs of natural gas in 2022-2023 and other factors impacting the City's power costs, the City is in need of a fund to assist in stabilizing the rates paid by the Electric Utility customers, which fund can assist in reducing the impact of sudden changes in the City's power costs; and

WHEREAS, consistent with the Electric Utility's desires and the City's desires, the City seeks to establish an Electric Utility Rate Stabilization Fund; and

WHEREAS, City Commission finds establishing a Rate Stabilization Funds 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 City hereby establishes a Rate Stabilization Fund for the purpose of maintaining rate competitiveness and rate stability by mitigating cost increases that would otherwise be passed along to the customers of the Electric Utility. The Rate Stabilization Fund shall be administered by the Electric Utility and Financial Services Departments.

Section 2. The City Commission authorizes the transfer of \$3,000,000 from the electric fund excess Power Cost Adjustment (PCA) revenues as of July 2023 into the Rate Stabilization Fund (Fund). The Fund will remain operational until the City Commission determines that the need for such Fund no longer exists.

Section 3. The Electric Utility, with the approval of the City Commission, will appropriate each year from the electric fund an amount not to exceed 20% of the expected annual PCA expense to the Rate Stabilization Fund.

Section 4. The City Commission shall have the sole authority to deposit funds into and withdraw funds from the Rate Stabilization Fund.

Section 5. All resolutions or parts of resolutions are hereby amended to the extent that they are in conflict with this Resolution.

Section 6. This Resolution shall become effective immediately upon passage.

Pg. 2, Reso. 31-2023

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

STAFF REPORT UTILITY MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Electric Utility

TITLE:

Agreement with Transportation Management Services Inc for the transportation of contract and/or mutual aid crews during emergency situations.

SUMMARY:

Agreement with Transportation Management Services 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. Transportation Management Services 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. Transportation Management Services Inc was selected as the awardee of the secondary 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 Transportation Management Services Inc for the transportation of contract and/or mutual aid crews in emergency situations.

ATTACHMENT(S):

Agreement
IFB 23-111 Bid Tab

**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 **Transportation Management Services Inc**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 5 South Market Street, Frederick, MD 21701.

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:

Transportation Management Services Inc
Attn: Steven Carney, General Manager
5 South Market Street
Frederick, MD 21701

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: Transportation Management Services Inc

By: _____


[Corporate Seal]

STATE Maryland)
COUNTY Frederick)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 17th day of July, 2023, by **Transportation Management Services Inc.**, a Florida Corporation, authorized to do business in the State of Florida, who is personally known to me or who has produced drivers license as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Contractor to the same.


Notary Public Signature

Notary Seal:

RACHEL V. PERRY
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND
My Commission Expires 01-22-2024

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.



Signature of Contractor's Authorized Official
Steven Carney / EVP, GM

Name and Title of Contractor's Authorized Official
7/17/2023

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 Transportation Management Services, 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

Steven Carney | EVP, GM

Name and Title of Contractor's Authorized Official

7/17/2023

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)
1	Bus Transportation Services for full 24 hours	\$2,900.00 Rate is inclusive of a single driver in accordance with DOT drive time regulations.

Clarification added for bid pricing: \$ 5 800. 00 per day

Name of Bidder: Transportation Management Services, Inc.

Address: 5 South Market Street, Frederick ST MD Zip 21701

Phone: (301) 260-2070 Email: scarney@tms.com

Print Name: Steven Carney Title: General Manager

SIGNATURE:  Date: 4/25/23



City of Lake Worth Beach
IFB#23-111 Disaster Emergency Bus Transportation Services
Bid Tab

		Phoenix Bus, Inc.	Transportation Management Services, Inc.
Bid Item	Description	Price for one bus for full day (24 hours)	Price for one bus for full day (24 hours)
1	Bus Transportation Services for full 24 hours	\$5,000.00	\$5,800.00
Total:		\$5,000.00	\$5,800.00
	Bid Cover Sheet (B1)	Submitted	Submitted
	Bidder's Minimum Qualifications (B2)	Submitted	Submitted
	Bid (B3)	Submitted	Submitted
	Schedule of Unit Prices (B4)	Submitted	Submitted
	Schedule of Subcontractors (B5)	Submitted	Submitted
	Reference List (B6)	Submitted	Submitted
	Non-Collusion Affidavit (B7)	Submitted	Submitted
	Drug Free Certification (B8)	Submitted	Submitted
	Campaign Contribution Statement (B9)	Submitted	Submitted
	Scrutinized Companies Certification (B10)	Submitted	Submitted
	Certification Regarding Debarments, Suspension and Other Responsibility Matters (B11)	Submitted	Submitted
	Certification for Contracts, Grants, Loans, and Cooperative Agreements (B12)	Submitted	Submitted
	Bid Compliance	Compliant	Complaint

STAFF REPORT UTILITY MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Water Utilities

TITLE:

Resolutions No. 32-2023 – 2020 Non-Ad Valorem Revenue Bond Reallocation

SUMMARY:

The 2020 Non-Ad Valorem Revenue Bond Reauthorization resolution serves to reallocate monies within the stormwater projects identified as part of the Bond obtained in 2020.

BACKGROUND AND JUSTIFICATION:

The City obtained Non-Ad Valorem Revenue Bonds Series 2020A in June 2020. The Bond amounts for stormwater utilities were based on capital improvement projects for Fiscal Year 2020 and 2021. The South Palm Park Sea Level Rise Mitigation Stormwater Pump Station project advertised for bids recently and the bids came in higher than budgeted and expected. The project is important to complete as 18th Ave South is seeing more frequent king tides and more intense rain causing flooding in the area. The reauthorization of funds between projects will help fund this important project's construction and associated services with the Resilient Florida Implementation grant that partially funds it. Associated items on this meeting agenda are for an Agreement with Close Construction Services for construction and a Task Order with Holtz Consulting Engineers, Inc. for services during construction. Per the advice of the bond counsel, City staff has prepared a resolution to reallocate and reauthorize bond funds, from like projects to like projects within the stormwater fund.

MOTION:

Move to approve/disapprove Resolution No. 32-2023 – 2020 Non-Ad Valorem Revenue Bond Reallocation.

ATTACHMENT(S):

Resolution No. 32-2023

RESOLUTION NO. 32-2023, A BOND REALLOCATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, TO REALLOCATE 2020 NON-AD VALOREM REVENUE BOND FUNDING AMONG BOND FUNDED PROJECTS

WHEREAS, the City of Lake Worth Beach, Florida (the “City”) previously issued Non-Ad Valorem Revenue Bonds, Series 2020A and Taxable Series 2020B for the financing of capital improvements to the refinancing the acquisition, City;

WHEREAS, the City finds it is necessary and essential to reallocate the budgeted project costs amongst the project list as shown in Exhibit A; and

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

WHEREAS, adoption of this FY 2023 Bond Reallocation 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 funds and departments of the City, be, and the same hereby are, reallocated and appropriated and shall be paid out of the Non-Ad Valorem Revenue Bonds acquired in 2020.

SECTION 5: The revenues and expenses for which appropriations are hereby made, all set forth above, shall be as set out in the Amended City of Lake Worth Beach Capital Budget for the fiscal year as attached in Exhibit “A”.

SECTION 6: The sums set out in Exhibit “A” are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City Manager and the Finance Director, shall be, and the same hereby are, fixed and adopted as the amended budget for the enterprises for the fiscal year.

SECTION 7: Except as amended in Exhibit "A" hereto, the remainder of the FY 2023 Annual Capital Budget for the fiscal year remains in full force and effect.

SECTION 8: 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

<i>Stormwater 428 Fund</i>	Current Balance:	FROM:	TO:	Already spent:	TOTAL:
NR1903/NR2003 (Eden Place & S Palm)	\$ 1,372,000.00	\$ (530,000.00)		\$ (650,652.28)	\$ 191,347.72
NR1904 (Dist 4Yr 3- Roads)	\$ 750,000.00		\$ 600,000.00	\$ (84,278.54)	\$ 1,265,721.46
ST2105 (Storm Water Master Plan)	\$ 70,000.00	\$ (70,000.00)			\$ -
Total:	\$ 2,192,000.00	\$ (600,000.00)	\$ 600,000.00	\$ (734,930.82)	\$ 1,457,069.18

STAFF REPORT UTILITY MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Water Utilities

TITLE:

Resolution No. 33-2023 for FY 2023 Budget Amendment for Subregional Wastewater payment to Palm Beach County Water Utilities Department

SUMMARY:

Resolution No. 33-2023 adopts a budget amendment in the amount of \$828,900.00 using the fiscal year 2023 Subregional Wastewater Palm Beach County Renewal and Replacement Fund Balance to pay Palm Beach County Board of County Commissioners for Lake Worth Beach Subregional's share of projects constructed by PBCWUD.

BACKGROUND AND JUSTIFICATION:

The City's Subregional Wastewater System has an agreement with Palm Beach County to transfer wastewater from the end of the City's pipeline in a shared wastewater forcemain to the East Central Regional Water Reclamation Facility (ECR) plant through a series of pump station. The City is responsible for a shared cost of all renewal and replacement projects on the forcemain and pump stations along the way to the ECR plant. PBCWUD has recently completed several projects and is requesting reimbursement for the City's and Subregional Partner's share. The monies to pay for these projects were collected during FY 2020 and 2021 and has been sitting as a PBC R&R fund balance awaiting the request for reimbursement.

MOTION:

Move to approve/disapprove Resolution No. 33-2023 for FY 2023 Budget Amendment for Subregional Wastewater payment to Palm Beach County Water Utilities Department for projects in the amount of \$828,900.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 33-2023
Invoice

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$828,900	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$828,900	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Budget Transfer Impact

	Revenue Source	Expenditure
Department	Regional Sewer	Regional Sewer
Division	Non-Departmental	Pumping
GL Description	Use of fund balance	Contractual Services/ Regional Exp – PBC R&R
GL Account Number	405-0000-395.00-00	405-7421-535.34-88
Project Number		
Requested Funds	\$828,900.00	\$828,900.00

RESOLUTION NO. 33-2023, BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET AMENDMENT OF \$828,900.00 FROM THE FISCAL YEAR 2023 SUBREGIONAL SEWER PALM BEACH COUNTY RENEWAL AND REPLACEMENT FUND BALANCE TO REIMBURSE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT FOR PROJECTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida (the “City”) previously adopted the Fiscal Year (FY) 2023 Annual Operating Budget pursuant to Resolution No. 69-2022 on September 22, 2022 (as amended thereafter);

WHEREAS, the City finds it is necessary and essential to amend the FY 2023 Annual Operating Budget using funds from the FY 2023 Subregional Palm Beach County Renewal and Replacement (R&R) Fund Balance in the amount of \$828,900 to make the required payment to the Palm Beach County Water Utilities Department for Lake Worth Beach Subregional’s cost share of projects

WHEREAS, adoption of this Resolution to amend the FY 2023 Annual Operating Budget 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 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 that are incorporated herein by reference, be, and the same hereby are, appropriated to provide the monies to be used to pay the necessary PBC R&R project expenses of the fund for the fiscal year.

Section 4. The sums, which are herein incorporated by reference, listed as expenses of the Regional Sewer Fund of the City, be, and the same hereby are, appropriated and shall be paid out of the PBC R&R fund balance revenues herein appropriated for the fiscal year.

Section 5. The revenues and the expenses for which appropriations are hereby made, all set forth above, shall be as set out in the Amended Budget for the fiscal year.

Section 6. The sums are based upon an invoice received from Palm Beach County Water Utilities Department shall be, and the same hereby are, fixed and adopted as the amended budget for the operation of the City and its other enterprises for the fiscal year.

Section 7. Except as amended hereto, the remainder of the FY 2023 Annual Operating Budget for the fiscal year remains in full force and effect.

Section 8. This Resolution shall become effective immediately upon its 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 29th day of August 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk



INTER-GOVERNMENTAL MEMORANDUM

DATE: August 2, 2023

TO: Julie Parham, Assistant Director
City of Lake Worth Beach

FROM: Jade Greene, Business and Community Agreements
Manager Palm Beach County Water Utilities Department

RE: Reimbursement Request

In accordance with our Interlocal Agreement Regarding Assessment of Joint Wastewater Transmission Facilities dated July 10, 2018, the Water Utilities Department is seeking reimbursement for the below mentioned projects. Said reimbursement should be paid in the form of a check made out to Palm Beach County Water Utilities Department and mailed to the following:

Jade Greene
Palm Beach County Water Utilities Dept.
8100 Forest Hill Blvd
West Palm Beach, FL 33413

**Water Utilities Department
Engineering**

8100 Forest Hill Blvd.
West Palm Beach, FL 33413
(561) 493-6000
Fax: (561) 493-6085
www.pbcwater.com



**Palm Beach County
Board of County
Commissioners**

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Dave Kerner
Marcy Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

<u>Project</u>	<u>Amount</u>	<u>Cost Share</u>	<u>Total Request</u>
PS5229 Generator Repair	\$45,576.15	41.86%	\$19,078.18
PS5229 PLC Replacement	\$45,780.73	41.86%	\$19,163.81
PS5229 AC Rehabilitation	\$165,375.00	41.86%	\$69,225.98
Regional Forcemain Assessment	\$1,132,541.30	41.86%	\$681,893.48
PS5229 and PS5241 Pump Station Assessment	PS5229 \$34,544.00 PS4241 \$20,726.40 PS5236 \$13,817.60 \$69,087.99	41.86% 34.48% 81.31%	\$14,460.12 \$7,146.46 \$11,235.09 \$32,841.67
PS 5241 Transformer Replacement	19,366.00	41.86%	\$6,677.40
Total			\$828,880.58

Also, attached please find Pay Applications and Delivery orders associated with each project.

If you have any questions or need additional information, please do not hesitate to contact me.

*"An Equal Opportunity
Affirmative Action Employer"*



Submitted for your information.

Attachments- Pay Applications and Delivery orders

Via accessible link through email.

**Water Utilities Department
Engineering**

8100 Forest Hill Blvd.

West Palm Beach, FL 33413

(561) 493-6000

Fax: (561) 493-6085

www.pbcwater.com



**Palm Beach County
Board of County
Commissioners**

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Dave Kerner

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

cc: Krystin Berntsen, P.E., PMP, PBCWUD, Deputy Director (*e-mail*)
Jane House, P.E., LEED AP, PBCWUD, Director of Engineering Division
(*e-mail*)
Ebony Bruton, Director of Finance & Administration, PBCWUD (*e-mail*)
Deavon Uter P.E, Project Manager (*e-mail*)
Steve Galera, PMP, Manager Capital Projects (*email*)
Gerardo Castellano, Utilities Manager (*e-mail*)
Anthony Armeli. Director of Maintenance (*e-mail*)

*"An Equal Opportunity
Affirmative Action Employer"*

STAFF REPORT UTILITY MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Water Utilities

TITLE:

Authorize water meter purchase with Badger Meter for the City's Water Utility Department

SUMMARY:

Authorization to purchase City's water meters from Badger Meter for inventory for Fiscal Year 2024 in the amount not to exceed \$125,000.00

BACKGROUND AND JUSTIFICATION:

The Water Utilities Department provides and installs all water meters up to 2-inch water services within the water utility service area. The City purchases water meters from Badger Meters for consistency in the system and for efficiency of operations and maintenance. Badger Meters is the sole source vendor in Florida for these meters. These new meters will enable Water Distribution staff to continue installing water meters for new construction, as well as upgrading and replacing the meters in Water Utility service area. Meters will be purchased as needed for inventory demand.

MOTION:

Move to approve/disapprove purchase of water meters from Badger Meter in an amount not to exceed \$125,000.00 for Fiscal Year 2024.

ATTACHMENT(S):

Fiscal Impact Analysis
2024 Annual Quote

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	\$125,000.00	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	0	(\$125,000.00)	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

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

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

Contract Award - Existing Appropriation	
	Expenditure
Department	Water
Division	Distribution
GL Description	Water Utilities Meters/Lines
GL Account Number	402-7034-533.46-60
Project Number	N/A
Requested Funds	\$125,000.00



Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

Created Date 08-03-2023

To Chris Walker
LAKE WORTH BEACH WATER UTILITIES
ATTN: ACCOUNTS PAYABLE7 NORTH DIXIE HIGHWAY
LAKE WORTH
Florida 33460
Phone(561) 586-1719
Email cwalker@lakeworthbeachfl.gov

Customer ID 00090762

Cust Ref # 2023 - 2024 Lake Worth Beach Disc Meter Proposal

Effective Dates 10-01-2023 - 09-30-2024

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
007260 Angela Phillips	Proposal_3524681_08-03-2023	PREPAY/NO CHARGE For SHIPMENTS > \$35,000 FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 100-6459 Cat String: DS-BAB-PP1P-XXD3-Y2-M1CC-2B1X1-8BE-NN-XX-CF-XX-B0A Description: Disc, M25 5/8"(3/4x7-1/2), PL Btm 430SS-1, PL, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-0.1 Gal, SN YR 9D in & out, ILC-5ft, BMI STD,	1	150.12	150.12
2	BMI Part No.: 100-7150 Cat String: DS-JCA-PB1P-XXD3-Y2-M1CC-2B1X1-8BE-NN-XX-CF-XX-B0A Description: Disc, M55 1"(10-3/4), Brz Btm 430SS-1, PL, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-0.1 Gal, SN YR 9D in & out, ILC-5ft, BMI STD, 4 PACK,	1	260.69	260.69
3	BMI Part No.: 100-7005 Cat String: DS-NDB-PFAS-XXD3-Y2-M1CC-2B1X1-8CE-NN-XX-CF-XX-B0A Description: Disc, M120 1-1/2"-ELL Dr w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-1 Gal, SN YR 9D in & out, ILC-5ft, BMI STD, 1 PACK,	1	537.15	537.15
4	BMI Part No.: 102-8717 Cat String: DS-NDH-PFAS-XXD3-Y2-M1CC-2B1X1-8CE-NN-XX-CF-XX-B0A Description: Disc, M120 1-1/2"-Hex w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-1 Gal, SN YR 9D in & out, ILC-5ft, BMI STD,	1	537.15	537.15

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
 This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
 Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
5	BMI Part No.: 100-6881 Cat String: DS-REB-PFAS-XXD3-Y2-M1CC-2B1X1-8CE-NN-XX-CF-XX-B0A Description: Disc, M170 2"-ELL Dr w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-1 Gal, SN YR 9D in & out, ILC-5ft, BMI STD, 1 PACK,	1	761.44	761.44
6	BMI Part No.: 102-8719 Cat String: DS-REH-PFAS-XXD3-Y2-M1CC-2B1X1-8CE-NN-XX-CF-XX-B0A Description: Disc, M170 2"-Hex w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-1 Gal, SN YR 9D in & out, ILC-5ft, BMI STD,	1	761.44	761.44

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

Actual lead time to be provided at time of order.

To aid in processing your order, please include the Quote number on the PO that is submitted for this proposal.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

If you would like to place an order, please contact us at 615-459-8288 or at utilitydist@badgermeter.com

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review. This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>. Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

August 7, 2023

Chris Walker
City of Lake Worth Beach
1900 2nd Ave. North
Lake Worth Beach, FL 33461

RE: Sole Source Letter

Dear Mr. Walker:

This letter will confirm that Badger Meter is the sole source of Recordall® Disc meters and HR-E® encoders with Itron in-line connectors for the City of Lake Worth Beach.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

A handwritten signature in blue ink that reads 'Jenny Dunk'.

Jennifer A. Dunk
Assistant Secretary and Proposal Lead

STAFF REPORT UTILITY MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Water Utilities

TITLE:

Authorize water meter encoders purchase with The Avanti Company for the City's Water Utility Department

SUMMARY:

Authorization to purchase City's water meter encoders from The Avanti Company for inventory for Fiscal Year 2024 in the amount not to exceed \$100,000.00.

BACKGROUND AND JUSTIFICATION

The Water Utilities Department provides and installs all water meters up to 2-inch water services within the water utility service area. The meters are purchased from Badger Meter and require the water meter encoder to provide the usage reading via radio, as part of the Advanced Metering Infrastructure. The water meter encoder is called Itron and is provided by The Avanti Company as the sole source vendor in Florida. These Itrons will enable the city staff to continue installing water meters for new construction as well as upgrading and replacing meters in the Utility Service Area. Itrons will be purchased as needed for inventory demand with Badger Meters.

MOTION:

Move to approve/disapprove purchase of water meter encoders from The Avanti Company in an amount not to exceed \$100,000.00 for Fiscal Year 2024.

ATTACHMENT(S):

Fiscal Impact Analysis
Quote

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$100,000.00	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	(\$100,000.00)	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 Numbers		
Project Number		
Requested Funds		

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

Contract Award - Existing Appropriation		
	Expenditure	
Department	Water	
Division	Distribution	
GL Description	Repair/Maint Services/Meters/Lines	
GL Account Number	402-7034-533.46-60	
Project Number	N/A	
Requested Funds	\$100,000	



Quote # JP-081123-0103

Quotation

22 South Lake Avenue
 Avon Park, FL 33825-3902
www.avanticompany.com

Toll Free: 1-800-284-5231
 Fax: 863-453-0085
 E-Mail: info@avanticompany.com

Date 8/11/23

Terms Net 30 days

Prices FOB Factory

Delivery TBD

Phone # 561.586.1719

Fax # _____

Reference # _____

To: Chris Walker
 City of Lake Worth Beach
 1900 2nd Ave N
 Lake Worth Beach, FL 33461

cwalker@lakeworthbeachfl.gov
We are pleased to quote the following:

Item	Quantity	Description	Unit Price	Total
A	1	100W+, Encoder with Integral Connector & Antenna Connector. P/N ERW-1300-402 24 units per box	\$97.00	\$97.00
**Price does not include freight charges				

Quoted By: _____

(Jerry Prokes) / Accepted By: _____

Prices quoted above are current prices in effect and are subject to acceptance within 30 days from the above date, and are firm on an order resulting from this quote scheduled to ship within 60 days from date of order entry. All items quoted will be produced in strict accordance to any Government Regulation in effect including Fair Labor-Standards Act, OSHA, and Equal Employment Opportunity Executive orders. Delivery schedules are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control.



Electric / Gas / Water
Information collection, analysis and
application

2111 N. Molter Rd., Liberty Lake, WA 99019
509.924.9900 Tel 509.891.3355 Fax
www.itron.com

August 11, 2023

Mr. Chris Walker
City of Lake Worth Beach
301 College Street
Lake Worth, FL 33460

Dear Mr. Walker:

Please accept this letter as confirmation that City of Lake Worth Beach is serviced by The Avanti Company, a certified Itron Channel Partner. They are Itron's sole source provider to the City for sale of Itron's water portfolio for AMR and AMI products.

If you have any questions, or if I can provide any further information, please feel free to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "Tracy Wright", enclosed within a blue oval scribble.

Tracy Wright
Channel Sales Manager

STAFF REPORT UTILITY MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Water Utilities

TITLE:

Work Order No. 08 with Globaltech, Inc. for Reverse Osmosis Water Treatment Plant Membrane Replacement Project

SUMMARY:

Work Order No. 08 with Globaltech, Inc. for Reverse Osmosis Water Treatment Plant Membrane Replacement Project for a total cost of \$634,691.00.

BACKGROUND AND JUSTIFICATION:

The City's Reverse Osmosis Water Treatment Plant was constructed in 2011. The reverse osmosis membranes that are an integral part of the treatment process have reached the end of their useful life and are no longer producing water as efficiently and making the plant run under higher pressure which in turn is causing higher power usage and electric bills. The typical life of a membrane element is about 10 years, while these are now 12 years old. There are three trains of two hundred and fifty two membranes each. The City proposes to replace two trains now and the third train in the next year or two. The Work Order with Globaltech, Inc. is to remove and replace one train of membranes for \$634,691.00. The work includes removal and disposal of the existing membranes, cleaning of the existing train, installation of the new membranes and appurtenances, Palm Beach County Health Department coordination, and disinfection and getting the train back into operation.

MOTION:

Move to approve/disapprove Work Order No. 08 with Globaltech for Reverse Osmosis Water Treatment Plant Membrane Replacement Project for a total cost of \$634,691.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order No. 08

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	634,691.00	0	0	0	0
Net Fiscal Impact	(634,691.00)	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

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

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

Contract Award - Existing Appropriation		
	Expenditure	
Department	Water Treatment	
Division	Treatment	
GL Description	Improve other than Build	
GL Account Number	422-7022-533.63-00 (WT2206), 422-7034-533.63-60 (for NR2001,2002)	
Project Number	WT2206, NR2001, NR2002	
Requested Funds	\$307,079.00, \$243,303.81, \$84,308.19	

**DESIGN-BUILD CONTRACT FOR WATER SYSTEM GROUND STORAGE TANKS
AND RELATED IMPROVEMENTS
WORK ORDER NO. 08**

THIS WORK ORDER FOR CONSTRUCTION SERVICES (“Work Order” hereafter) is made on the ____ day of _____, 2023, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City” hereafter) and **Globaltech, Inc.**, a Florida corporation (“Contractor” hereafter).

1.0 Project Description:

The City desires the Contractor to provide those design-build services and work as identified herein related to the replace the membrane cartridges in Train 1 located at the Water Treatment Plant (WTP). The project is described as **Membrane Replacement** (the “Project”).

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with design-build services for the Project as specified in the **Contractor’s proposal attached hereto and incorporated herein as “Exhibit 1” Scope of Services and “Exhibit 2” Cost Breakdown.**

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **365 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 **395 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order follows 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 have 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 its intended purposes. Final completion occurs when all services and work (including punch-list items) have 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 damages the City would suffer if Contractor neglects, refuses, or otherwise fails to complete the services and work within the specified time. 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 lump sum not to exceed **\$634,691.00 (six hundred thirty-four thousand, six hundred and ninety-one dollars and zero cents)**. The attached **Exhibit 2** identifies all costs and expenses included in the lump sum, not to exceed the amount.

5.0 Project Manager

The Project Manager for the Contractor is **Bruce Rahmani**, phone: **561-997-6433**; email: **bruce@globaltechdb.com**, and the Project Manager for the City is **Garry Baker**, phone: **561-586-1713**; email: **gabaker@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

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 Design-Build criteria, Contract Documents, including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect the 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, available 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 RFQ; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes unless specifically included in the Scope of Services.

7.3 Contractor has reviewed and checked all information and data shown or indicated in the Design-Build criteria and 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 before commencing work. If required, 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 to perform and furnish the work under the cost shall be included in the Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor will correlate 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 the 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 before 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 the City or its systems. If 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 Design-Build Contract for Water System Ground Storage Tanks and Related Improvements between the City of Lake Worth Beach and the Contractor, dated December 5, 2017 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

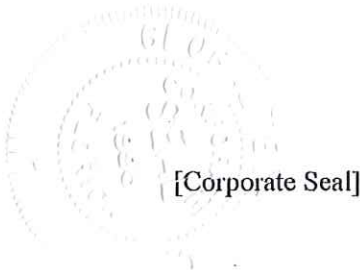
By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director

Contractor: **Globaltech, Inc.**

By: *Richard D. Olson*
Name: Richard Olson, PE
Title: VP of Engineering



STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 15 day of AUGUST 2023, by Richard Olson, as the VP of Engineering of Globaltech, Inc. a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

R. Cloyd

Notary Public Signature
Notary Seal:



“EXHIBIT 1”

**Detailed Scope of Services
Membrane Replacement**

1. Engineering services shall include the following:
 - a. Prepare Draft & Final Work Orders for Membrane Replacement
 - b. Review specifications for membranes selected by Owner
 - c. Prepare purchasing documents for the direct purchase of Hydranautics ESPA2-LD membranes.
 - d. Coordinate work with Palm Beach County Health Department (PBCHD) and confirm that permits are not required and documents by email and/or letter.
 - e. Review submittals provided by the manufacturer.
 - f. Conduct pre-installation inspection of membranes, seals, and endcaps
 - g. Prepare protocol to document the loading sequence and location of each specific membrane.
 - h. Provide startup services while Train 1 and 2 are placed back into service.
 - i. Prepared closeout and warranty documentation for Owner

The following specific construction activities and services will be performed:

By Divisions:

Div 1 General Requirement:

- A. Project management for all design-build activities, including project meetings, preparation of agendas and meeting minutes, management of crew and site resources, procurement oversight, and coordination of activities with the City’s operations.
- B. Preparation of project progress schedules in Primavera P6 format with monthly updates

Div 2 Sitework

- A. Mobilization
 1. Mobilize on site
 2. Coordinate staging area with city staff
 3. Site cleanup
 4. Demobilization Mobilize onsite

Div 40 Process Interconnections

- A. Removal and disposal of existing membrane elements for one train.
- B. Furnish and install 504 new Hydranautics ESPA2-LD membranes in Trains 1 & 2.
- C. Clean each membrane pressure vessel of particulate matter by swabbing with mild chlorine solution and rinsing with potable water.
- D. Glycerin and gasket lube shall be furnished as necessary for the installation. Each vessel shall be shimmed, and the serial number recorded for each installed membrane element in the corresponding vessel.
- E. Furnish and install pressure vessel seals and gaskets as needed to install the new membranes. Unused parts shall be turned over to the City at the end of the project.
- F. Furnish Owner with 84 additional membranes for future use.
- G. Assist City with startup and commissioning.

Assumptions

- A. Permits are not required
- B. Work shall be performed with the anticipation that the water treatment plant can provide 4-Log water quality treatment and that the membrane replacement can be performed during plant operation without supplemental disinfection.
- C. The overhead crane will be available to assist in lifting a scissor lift/manlift over the existing trench inside the RO building.
- D. The installation of additional vessels is not included in this Scope of Service. These services can be added under a future change order.
- E. Additional membranes are being ordered at the request of OWNER. Membranes have a limited shelf life and should be installed within 9-12 months of delivery. For the additional membranes, OWNER will accept the membranes following delivery and inspection.
- F. The city will perform bacteriological testing as required by the PBCHD.

“EXHIBIT 2”

Cost Breakdown



Exhibit 2 Cost Breakdown

08/14/23

City of Lake Worth Beach
172408 LWB Membrane Replacement

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Job: 172408 LWB Membrane Replacement						
Bid Item: 1 General Requirements						
	Sr. Estimator	HR	16	242.00	3,872.00	3,872.00
	Estimator	HR	6	75.00	450.00	450.00
	Submittal Labor	HR	10	146.00	1,460.00	1,460.00
	Progress Meetings	HR	20	242.00	4,840.00	4,840.00
	Construction Scheduler	HR	20	152.00	3,040.00	3,040.00
	Construction PM 6	HR	50	242.00	12,100.00	12,100.00
	Construction PM 4	HR	140	146.00	20,440.00	20,440.00
	Construction PM 2	HR	120	98.00	11,760.00	11,760.00
	Purchasing & Subcontract	HR	10	181.00	1,810.00	1,810.00
	Construction Assistant	HR	80	76.00	6,080.00	6,080.00
				Bid Item Totals:	65,852.00	65,852.00
Bid Item: 2 Site Work						
	MOB/DEMOB	LS	1	7,376.00	7,376.00	7,376.00
	Temporary Facilities					
	Container Rental	EA	4	300.00	1,200.00	1,284.00
	Sanitary	MONTH	4	400.00	1,600.00	1,712.00
	Job Site Office Supplies	LS	1	300.00	300.00	321.00
	Waste Hauling	EA	10	874.00	8,740.00	9,351.80
	Startup Crew	CR-D	2	2,480.00	4,960.00	4,960.00
	Punch Out Crew	CR-D	2	2,480.00	4,960.00	4,960.00
				Bid Item Totals:	29,136.00	29,964.80
Bid Item: 40 Process Interconnections						
	Hydranautics Membranes	EA	588	505.00	296,940.00	365,384.67
	Freight	LS	1	20,000.00	20,000.00	24,610.00

Cost Breakdown

08/14/23

Continued...

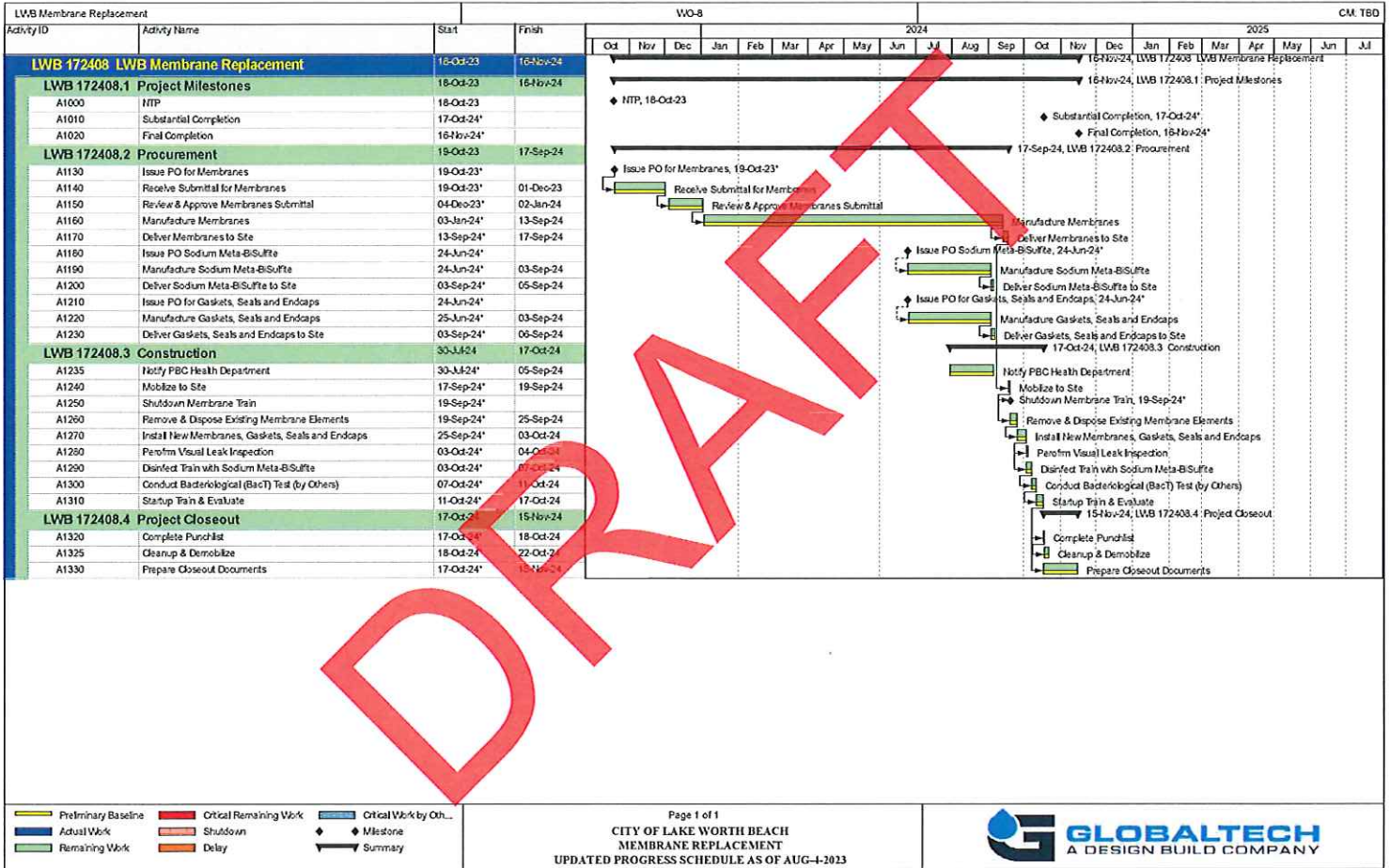
Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Gaskets, seals & End Connector Parts	LS	1	20,000.00	20,000.00	24,610.00
	Disinfection & Lubrication	LS	1	4,000.00	4,000.00	4,922.00
	Membrane Removal & Installation	CR-D	12	3,056.00	36,672.00	36,672.00
	Construction Superintendent	HR	160	156.00	24,960.00	24,960.00
	Construction Assistant	HR	80	76.00	6,080.00	6,080.00
				Bid Item Totals:	408,652.00	487,238.67
Bid Item:	41 Rental Equipment & Misc Tools					
	Warehouse Forklift	LS	2	2,200.00	4,400.00	5,414.20
	Scissor Lift	Month	4	1,200.00	4,800.00	5,906.40
	Safety	HR	8	242.00	1,936.00	1,936.00
	Safety Equipment	LS	1	500.00	500.00	615.25
	Misc Tools & Equipment	LS	1	2,000.00	2,000.00	2,461.00
	Equipment Fuel	GAL	75	6.90	517.50	595.13
	Equipment Pickup & Delivery	EA	4	500.00	2,000.00	2,461.00
	Offloading & Staging	CR-D	1	2,480.00	2,480.00	2,480.00
				Bid Item Totals:	18,633.50	21,868.98
Bid Item:	100 Engineering					
	Engineering	LS	1	15,372.00	15,372.00	15,372.00
				Bid Item Totals:	15,372.00	15,372.00
Bid Item:	102 Bonds & Insurance					
	Bonds	LS	1	14,394.55	14,394.55	14,394.55
				Bid Item Totals:	14,394.55	14,394.55
				Grand Totals:	552,040.05	634,691.00

**Attachment A
Work Order #8
Membrane Replacement**

	EG	E5	E2	E1	SCHEDULER	ADMIN 3	ADMIN 2	ADMIN 1	Total Labor	Subconsultant Services	Subconsultant
Contractual Labor Rates \$/Hr.	\$276.00	\$231.00	\$126.00	\$96.00	\$152.00	\$112.00	\$85.00	\$58.00			
Task 1 Engineering Services											
Develop Work Order	2	2			1	2			2 \$ 1,506.00		
Review Specifications for Membranes		2		2					1 \$ 712.00		
Prepare Purchasing Documents		4		2			1		2 \$ 1,317.00		
Coordinate with PBCHD		4							2 \$ 1,040.00		
Review Submittals		2	2			1			1 \$ 884.00		
Conduct Pre-Installation Inspections		6							\$ 1,386.00		
Installation Protocol and Documentation		1	2						2 \$ 599.00		
Project Meetings (2)		6			1		2		\$ 1,708.00		
Project Closeout		2					2		2 \$ 748.00		
Subtotal Task 1	2	29	4	4	2	3	5	12	\$ 9,900.00	\$	-
Total	2	29	4	4	2	3	5	12	\$ 9,900.00	\$	-
Subconsultants										\$	-
Markup										\$	-
Total Subconsultant										\$	-
Reimbursable Expenses										\$	100.00
Total										\$	10,000.00

“EXHIBIT 3”

Quotes



DRAFT

▬ Preliminary Baseline
 ▬ Critical Remaining Work
 ▬ Critical Work by Other
 ◆ Shutdown
 ◆ Delay
 ◆ Milestone
 ▬ Summary





Date: August 14, 2023

Company: Globaltech

Attention: Bruce Rahmani

Subject: ESPA2-LD membranes City of Lake Worth
Hydranautics Quotation 081423-RJJC1

Dear Bruce:

Attached please find the quotation for the membranes for the The Lake Worth plant.

Quantity	Unit	Description	Unit Price	Extended Price
252	each	ESPA2LD	\$505.00	\$127,260.00
FRT	lot	shipping	\$10,000.00	\$10,000.00
				\$137,260.00

No sales tax is included. Please provide your tax-exempt certificate. Freight costs will be prepaid and added. Estimated freight costs is currently \$10,000.00

Availability: 8-10 weeks ARO

Freight terms: FCA Oceanside, CA

Payment terms: Net 30 days as approved by accounting

The pricing is valid for shipment of all membranes no later than March 2024. Any delays in shipment beyond March of 2024 will result in an escalation of ½% per month or part of a month of delayed shipment.

Quotation validity: Through December 2023.

Warranty: The 1-year M&W warranty from shipment.

Terms and Conditions: Per Hydranautics Standard Terms



Notes: Each Hydranautics membrane element is performance tested at the factory prior to shipment. Each Hydranautics membrane element is provided with one, factory-installed brine seal and one interconnector assembly which includes one interconnector body with four, factory-installed O-rings.

We thank you for the opportunity to be of service. Please contact us should you have questions or need additional information or assistance.

Kindest regards,

Rocco J. Cuozzo

Rocco J. Cuozzo
Sales Director
Account Executive – Southeast

Hydranautics
807 Dover Street
Boca Raton, Florida 33487
Cell 732-236-1395
E-mail rocco.cuozzo@nitto.com

STAFF REPORT UTILITY MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Water Utilities

TITLE:

Work Order No. 09 with Globaltech, Inc. for Water Treatment Plant Hurricane Hardening Project

SUMMARY:

Work Order No. 09 with Globaltech, Inc. for Water Treatment Plant Hurricane Hardening Project for a total cost of \$915,075.50.

BACKGROUND AND JUSTIFICATION:

The City's Emergency Operations Center (EOC) is located at the Water Treatment Plant. The EOC is where City leaders work through emergency events, and as such, must remain safe and have access to power and communication as much as possible. The City contracted with WGI, Inc. to conduct a condition assessment of the Water Treatment Plant's ability to withstand current Florida Building Code wind speed design criteria, with design pressures based on 185 mph wind speed (3-second gust). One of the recommendations of the report was to harden several sections of the lime treatment building, which had not yet been reinforced with installation of rebar and filling the concrete masonry cells with concrete. The City has reinforced several portions of the over 70-year-old building already as part of other projects. Globaltech, Inc. proposes to design and build these improvements under Work Order No. 09 for \$915,075.50.

MOTION:

Move to approve/disapprove Work Order No. 09 with Globaltech for Water Treatment Plant Hurricane Hardening Project for a total cost of \$915,075.50.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order No. 09

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	915,075.50	0	0	0	0
Net Fiscal Impact	(915,075.50)	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

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

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

Contract Award - Existing Appropriation		
	Expenditure	
Department	Water Treatment	
Division	Treatment	
GL Description	Improve other than Build	
GL Account Number	422-7021-533.63-00, 422-7034-533.63-60	
Project Number	WT2205, WT2201	
Requested Funds	\$495,076; \$420,000	

**DESIGN-BUILD CONTRACT FOR WATER SYSTEM GROUND STORAGE TANKS AND
RELATED IMPROVEMENTS
WORK ORDER NO. 09**

THIS WORK ORDER FOR CONSTRUCTION SERVICES (“Work Order” hereafter) is made on the ____ day of _____, 2023, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City” hereafter) and **Globaltech, Inc.**, a Florida corporation (“Contractor” hereafter).

1.0 Project Description:

The City desires the Contractor to provide those design-build services and work as identified herein related to hurricane hardening improvements at the Water Treatment Plant (WTP). The project is described as **WTP Hurricane Hardening** (the “Project”).

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with design-build services for the Project as specified in the **Contractor’s proposal attached hereto and incorporated herein as “Exhibit 1” Scope of Services and “Exhibit 2” Cost Breakdown.**

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **335 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 **365 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order follows 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 have 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 its intended purposes. Final completion occurs when all services and work (including punch-list items) have 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 damages the City would suffer if Contractor neglects, refuses, or otherwise fails to complete the services and work within the specified time. 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 lump sum not to exceed **\$915,075.50 (Nine Hundred Fifteen Thousand, Seventy-Five Dollars and Fifty Cents)**. The attached **Exhibit 2** identifies all costs and expenses included in the lump sum, not to exceed the amount.

Allowance (included in the contract amount)

- Electrical Conduit/Equipment Relocation \$25,000.00
- Temporary Roof Repair \$15,000.00

5.0 Project Manager

The Project Manager for the Contractor is **Bruce Rahmani, P.E.**, phone: **561-997-6433**; email: **bruce@globaltechdb.com**, and the Project Manager for the City is **Vaughn Hayduk**, phone: **561-586-1798**; email: **vhayduk@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

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 Design-Build criteria, Contract Documents, including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect the 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, available 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 RFQ; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes unless specifically included in the Scope of Services.

7.3 Contractor has reviewed and checked all information and data shown or indicated in the Design-Build criteria and 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 before commencing work. If required, 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 to perform and furnish the work under the cost shall be included in the Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor will correlate 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 a written notice of all conflicts, errors, or discrepancies that he or she has discovered in the Contract Documents, and the written resolution thereof by the 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 before 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 the City or its systems. If 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 Design-Build Contract for Water System Ground Storage Tanks and Related Improvements between the City of Lake Worth Beach and the Contractor, dated December 5, 2017 ("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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

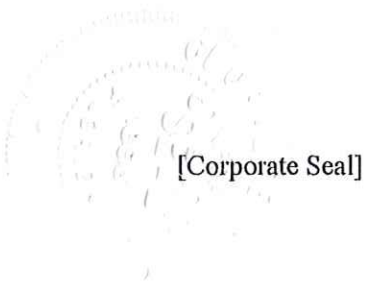
By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director

Contractor: Globaltech, Inc.

By: Richard D. Olson
Name: Richard Olson, PE
Title: VP of Engineering



STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 15 day of AUGUST 2023, by Richard Olson, as the VP of Engineering of Globaltech, Inc., a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

R. M. Cloyd
Notary Public Signature
Notary Seal:



“EXHIBIT 1”

Detailed Scope of Services WTP Hurricane Hardening

1. Engineering services shall include the following:
 - a. Review results of preliminary hurricane hardening assessment
 - b. Install additional reinforcing in CMU wall sections that have not been previously retrofitted
 - c. WGI, Inc. to conduct structural engineering, prepare final drawings, and provide services during construction (SDC).

The following specific construction activities and services will be performed:

By Divisions:

Div 1 General Requirement:

- A. Project management for all design-build activities, including project meetings, preparation of agendas and meeting minutes, management of crew and site resources, procurement oversight, and coordination of activities with the City’s operations.
- B. Obtain the City of Lake Worth Beach building department construction permit for the CMU wall reinforcement.
- C. Preparation of project progress schedules in Primavera P6 format with monthly updates

Div 2 Sitework

- A. Mobilization
 1. Mobilize to the site
 2. Coordinate staging area with city staff
 3. Site cleanup
 4. Demobilization

Div 3 Concrete

- A. Cover work areas and provide dust control
- B. Building Modification
 - a. Reinforce the existing 8-inch CMU walls, as per the attached WGI’s preliminary drawings, by saw-cutting the interior/exterior face of the CMU walls, installing #6 rebar, and filling the cells with 3000 psi or greater concrete grout
 - b. Provide concrete test reports confirming concrete meets design requirements.
- C. Skim coat the inside surfaces (new work and areas affected by work)
- D. Stucco and repair the outside surfaces (new work and areas affected by work)

Div 9 Finishes

- A. Building Coating
 - a. Paint the inside and outside surfaces of the walls to match existing (new work and areas affected by work)

Allowance

- A. Electrical Conduit relocation
- B. Temporary Roof Repair

Assumptions

1. All permit fees are to be paid by the City
2. GT will make reasonable efforts to minimize debris and dirt entering the filters. Cleaning, backwashing, and disinfection, if needed, will be performed by the City.
3. GT will temporarily repair damaged roof areas affected by work in anticipation of a forthcoming roof replacement project by others.

“EXHIBIT 2”

Cost Breakdown



Exhibit 2 Cost Breakdown

08/08/23

City of Lake Worth Beach
172259 LWB WTP Hurricane Hardening

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Job: 172259 LWB WTP Hurricane Hardening						
Bid Item: 1 General Requirements						
2	General Conditions (PBC)	LOT				
	Sr. Estimator	HR	40	242.00	9,680.00	9,680.00
	Estimator	HR	40	75.00	3,000.00	3,000.00
	Progress Meetings	HR	20	242.00	4,840.00	4,840.00
	Construction Scheduler	HR	60	152.00	9,120.00	9,120.00
	Construction PM 6	HR	60	242.00	14,520.00	14,520.00
	Construction PM 4	HR	240	146.00	35,040.00	35,040.00
	Purchasing & Subcontract	HR	20	146.00	2,920.00	2,920.00
	Bldg Permits Application & Coordination	HR	20	146.00	2,920.00	2,920.00
	Construction Admin	HR	100	87.00	8,700.00	8,700.00
				Bid Item Totals:	90,740.00	90,740.00
Bid Item: 2 Sitework						
	Mob/Demob	LS	1	25,880.00	25,880.00	25,880.00
1	Temporary Facilities	LOT				
	Container Rental	EA	10	500.00	5,000.00	6,152.50
	Sanitary	MONTH	10	400.00	4,000.00	4,922.00
	Job Site Office Supplies	LOT	1	500.00	500.00	615.25
	Waste Hauling	LOT	10	875.00	8,750.00	10,766.88
	Punch Out Crew	CR-D	5	2,480.00	12,400.00	12,400.00
				Bid Item Totals:	56,530.00	60,736.63
Bid Item: 3 Concrete						
	Cover Area & Dust Control					
	Form & Materials	LOT	1	3,000.00	3,000.00	3,691.50
	Installation, Removal & Upkeep	CR-D	10	2,480.00	24,800.00	24,800.00

Continued...

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Building Modification					
	Form & Materials	LOT	1	6,500.00	6,500.00	7,998.25
	Cast In Place Concrete	LOAD	10	1,500.00	15,000.00	18,457.50
	Concrete Pump	LOT	10	700.00	7,000.00	8,613.50
	Testing Services	LOT	10	1,200.00	12,000.00	14,766.00
	Concrete Cutting & Installation	CR-D	130	2,480.00	322,400.00	322,400.00
	Stucco Exterior Wall					
	Form & Materials	LOT	1	1,000.00	1,000.00	1,230.50
	Grout	LOT	1	5,000.00	5,000.00	6,152.50
	Stucco Labor	CR-D	15	2,480.00	37,200.00	37,200.00
	Construction Superintendent	HR	260	156.00	40,560.00	40,560.00
	Construction Assistant	HR	130	76.00	9,880.00	9,880.00
				Bid Item Totals:	484,340.00	495,749.75
Bid Item:	9 Finishes					
	Building Coating (Interior & Exterior)					
	Misc Coatings	LOT	1	4,000.00	4,000.00	4,922.00
	Misc Application Material	LOT	1	1,500.00	1,500.00	1,845.75
	Installation	CR-D	15	2,480.00	37,200.00	37,200.00
				Bid Item Totals:	42,700.00	43,967.75
Bid Item:	41 Misc. Tools & Rental Equipment					
	Mantlift 80ft	Month	6	5,139.00	30,834.00	37,941.24
	Scissor Lift	Month	3	880.00	2,640.00	3,248.52
	Skid Steer	Month	3	2,972.00	8,916.00	10,971.14
	Scaffold	Month	6	2,000.00	12,000.00	14,766.00
	Misc Tools & Supports	LOT	1	8,000.00	8,000.00	9,844.00
	Safety	HR	20	242.00	4,840.00	4,840.00
	Safety Equipment	LOT	1	2,000.00	2,000.00	2,461.00
	Equipment Pickup & Delivery	EA	4	500.00	2,000.00	2,461.00

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Equipment Fuel	GAL	3000	6.90	20,700.00	23,805.00
				Bid Item Totals:	91,930.00	110,337.90
Bid Item:	100 Engineering					
	Engineering WGI	LOT	1	33,830.00	33,830.00	37,213.00
	E5	HR	40	231.00	9,240.00	9,240.00
	E2	HR	40	126.00	5,040.00	5,040.00
	Admin 3	HR	10	112.00	1,120.00	1,120.00
	Admin 2	HR	20	85.00	1,700.00	1,700.00
				Bid Item Totals:	50,930.00	54,313.00
Bid Item:	101 Allowance					
	Electrical Conduit Relocation	LOT	1	25,000.00	25,000.00	25,000.00
	Temporary Roof Repair	LOT	1	15,000.00	15,000.00	15,000.00
				Bid Item Totals:	40,000.00	40,000.00
Bid Item:	102 Bonds & Insurance					
	Bonds & Certifications	LOT	1	19,229.97	19,229.97	19,229.97
				Bid Item Totals:	19,229.97	19,229.97
				Grand Totals:	876,399.97	915,075.00

“EXHIBIT 3”

Quotes

From: [Sam Heady](#)
To: [Rick Olson](#); [Garry Baker](#); [Vaughn Hayduk](#)
Cc: [Tyler Davis](#); [Rachael Cloyd](#); [Thomas A. Biggs \(Mock Roos\)](#)
Subject: RE: Hardening Project
Date: Monday, August 14, 2023 3:44:58 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Rick, attaching the email is fine. Please send over your proposal.

Thank you!



Sam Heady, Utility Director
City of Lake Worth Beach
301 College Street, Lake Worth Beach, FL 33460
Cell: 561-815-0549
Office: 561-586-1675 ext. 1675
Sheady@LakeWorthBeachfl.gov

www.lakeworthbeachfl.gov
<https://lakeworthbeachfl.gov/social-media/>

City Operating Hours

Monday – Friday 8:00 am – 5:00 pm

Welcome to LAKE WORTH BEACH, our hometown city. Our commitment to delivering the highest level of customer service is based on our values of integrity, hard work, and a friendly attitude. We aim to exceed the expectations of our citizens, businesses, elected officials, and fellow employees.

From: Rick Olson <rolson@globaltechdb.com>
Sent: Monday, August 14, 2023 3:32 PM
To: Sam Heady <shedy@LakeWorthBeachfl.gov>; Garry Baker <gabaker@lakeworthbeachfl.gov>; Vaughn Hayduk <vhayduk@LakeWorthBeachfl.gov>
Cc: Tyler Davis <TDavis@globaltechdb.com>; Rachael Cloyd <RCloyd@globaltechdb.com>
Subject: FW: Hardening Project

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

Sam,


Attached are our responses to your questions. Please let me know if these are acceptable and how they need to be incorporated into the work order. If possible, I'd suggest just attaching this email within the scope section.

We will finalize as soon as we receive your direction.

Regards,

Rick Olson, P.E.
Vice President of Engineering

 O: (561) 997-6433 | C: (954) 647-9530

 www.globaltechdb.com

 [6001 Broken Sound Parkway NW, Suite 610, Boca Raton, Florida 33487](#)



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From: Sam Heady <sheady@LakeWorthBeachfl.gov>

Sent: Friday, August 11, 2023 4:10 PM

To: Tyler Davis <TDavis@globaltechdb.com>; Rick Olson <rolson@globaltechdb.com>

Cc: Garry Baker <gabaker@lakeworthbeachfl.gov>; Vaughn Hayduk <vhayduk@LakeWorthBeachfl.gov>

Subject: Hardening Project

Tyler / Rick

I have some comments on your proposal for the Hardening Project.

The detailed proposal attached to your design proposal included

originally featured a 48" cell spacing. Someone later handwrote in 40" in red, and then someone else changed it to 32" in blue. The 32" spacing doesn't match up with the handwritten quantities based on 40" spacing. There's no statement of design criteria, so it's unclear if the project is designed to a specific calculated wind load, building code, or some other design criteria. **We can understand the confusion. 48" was our original assumption, however the structural engineer adjusted this to 32". This dimension represents the minimum distance between poured cells and is consistent with the Florida Building Code for Building Risk Category IV. The wind rating associated with this level of hardening is 178 mph. The center-to-center dimension will be included in the wall detailed prepared for the structural modifications and included in the permit application package.**

1. Does it match up to some overall building rating? **Yes - Florida Building Code for Building Risk Category IV**
2. Will there be a written statement indicating that the project complies with all applicable codes? **Yes – this will be included on the drawings that will be prepared for the building permit**
3. Does the work bring the building into a uniform design criteria? **Yes – the modifications included in this authorization and the ones previously performed are consistent will raised the Building Code Risk Compliance to Category IV.**
4. In any case, many cells are being cut and filled with new concrete grout, which will create a lot of noise and concrete dust that must be managed in your plant to protect your operators and the finished water, how will this handled? **You are correct. Most of the work will be conducted outside. In these areas, we were not anticipating implementing dust control measures. We will take all precautions to prevent debris and dust from entering the filters immediately below where we are working. On the limited number of locations where work will be conducted in the interior of the building, Globaltech will use wet saws and vacuums equipped with HEPA filters to reduce (but not eliminate) dust production. If total dust elimination is needed, a dust canopy with negative pressure could be erected to eliminate dust within the working areas. (This would require a modification to the budget previously submitted). In addition, we were not anticipating the need to implement noise**

abatement during construction activities. There will be periods when noise levels are excessive, however, we are anticipating that we will be able to work around your staff to eliminate direct interference. During these times, we may suggest that doors be closed, that staff be temporarily relocated from certain areas (if possible) or we could install sound dampening blankets over door opening.

5. At the end, there will be many wall repairs that will hopefully be mostly cosmetically acceptable. The written scope is pretty thin on what the final delivered project is, but it does reference "other Contract Documents" in the Warranty Paragraph. **Rather than cover this in the warranty, this will be the restoration protocol; when the concrete block is cut, it will be filled near flush to the surface. A skim coat of stucco will then be applied to match the existing finish. The raw stucco will be primed. Patches will then be covered with two top coats to match paint type and color. If possible, we will request that Owner provide the paint manufacturer, finish and color to match the existing walls.**
6. Does GT's base agreement cover some of my questions. **No – questions were answered in this response.**

Please review the questions and get back to me as quickly as possible.

Thank you!



Sam Heady, Utility Director
City of Lake Worth Beach
301 College Street, Lake Worth Beach, FL 33460
Cell: 561-815-0549
Office: 561-586-1675 ext. 1675
Sheady@LakeWorthBeachfl.gov

www.lakeworthbeachfl.gov

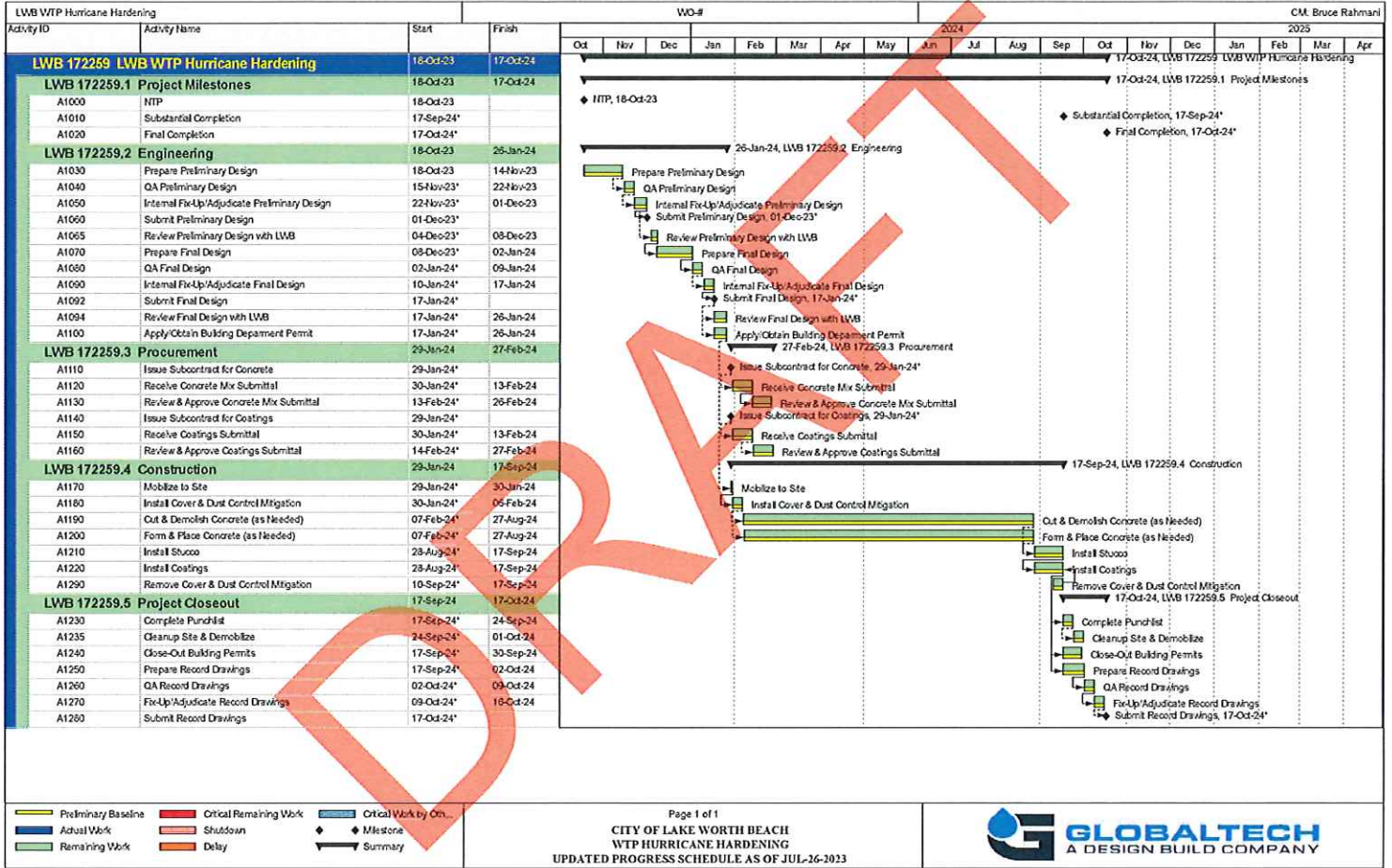
<https://lakeworthbeachfl.gov/social-media/>

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of customer service is based on our values of integrity, hard work, and a friendly attitude. We aim to exceed the expectations of our citizens, businesses, elected officials, and fellow employees.



█ Preliminary Baseline
 █ Critical Remaining Work
 █ Critical Work by On...
█ Actual Work
 █ Shutdown
 ◆ Milestone
 ◆ Milestone
█ Remaining Work
 █ Delay
 ⇨ Summary





May 8th, 2023

Bruce Rahmani, PE
Vice President of Construction
Globaltech
6001 Broken Sound Parkway NW, Suite 610
Boca Raton, FL 33487

bruce@globaltechdb.com

Re: Lake Worth Beach Water Treatment Plant Hurricane Hardening

Dear Mr. Lyn,

WGI, Inc. (WGI) is pleased to provide this additional service proposal to GlobalTech, Inc. (CLIENT) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to the Master subcontract agreement dated April 12, 2021

SCOPE OF SERVICES

ENGINEERING SERVICES

I. Hurricane Hardening Construction Documents **\$ 17,980.00**

WGI will design and provide construction documents for the strengthening of the existing masonry walls at the Lake Worth Beach Water Treatment Plant. Previous review of the Water Treatment Plant noted approximate 440 linear feet of masonry wall that requires strengthening. WGI will also provide construction documents based on the repair recommendation provided on the preliminary hurricane hardening assessment report issued to the Lake worth Beach Water treatment Plant in March 2020.

II. Construction Phase Services **\$ 15,850.00**

The services indicated below do not anticipate multiple reviews or observations of the same work, scheduled inspections of incomplete sections of the work, or structural design and re-engineering to correct poor construction workmanship. Any construction work observed to be substandard will be brought to the CLIENT's attention and associated services will be invoiced on a time and material basis. The construction observation services provided are dependent on notification by the Contractor for work which will be covered such as underground foundations, reinforcing within concrete forms to be cast, driven or cast piles, or structural steel covered by finishes or other substrates. The engineer cannot provide certifications of components beyond those specifically observed during the duration of our site visit.

The construction services will consist of;

1. Sign and seal a minimum of two (2) sets of plans for the contractor's use in obtaining the building permit. If the WGI structural documents are included as a part of a larger set of construction documents, the plans are to be provided by the CLIENT;
2. Attend preconstruction meeting and up to nine (9) monthly progress meetings at the request

of the CLIENT;

3. Review shop drawings, O&M manuals, test reports, and other relevant submittal data.
 - a. Shop drawings are anticipated to consist of;
 - i. Concrete mix designs
 - ii. Masonry materials and accessories
 - iii. Steel reinforcement
 - iv. Tie down Strap for roof equipments
4. Provide interpretation of plans and specifications. Assist with review of contractor's proposals for any changes of work;
5. Provide field observations of work progress. Provide observation reports to the CLIENT for each field visit. Level of effort shall be that required to provide certification of project completion and conformance with plans and specifications as they relate to the structural design elements. Construction phase services will consist of up to 12 site visits at the request of the CLIENT to observe reinforcement and grout placement;
6. Participate in Substantial Completion and Final Completion walk-throughs for the project. Provide the CLIENT assistance in generating Punch List items for the project;
7. Provide project certifications of the observed portions and components of the work; and
8. Prepare Record Drawings for the project based on red-lined drawings provided by the Contractor. One (1) hard copy and one (1) electronic copy (PDF and AutoCAD versions) of Record Drawings shall be provided to the CLIENT.

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT;
2. The project will be designed under one phase, all permitting will be completed by CLIENT;
3. Construction phase shall not exceed nine months;
4. Provision of any fees required by the regulatory agencies is the responsibility of the CLIENT; and
5. Services not included: Civil Engineering, Drainage Design, Resident or Special Inspection, Landscape Architecture, Architectural, Irrigation, Lighting, Electrical, Title Search, Traffic, Environmental, and Geotechnical.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

PROPOSAL ACCEPTANCE

We appreciate the opportunity to be of service to Global Tech. Upon acceptance of this proposal, please execute and send a task order for the referenced work.

Respectfully submitted,
WGI, Inc.



Jeffrey Bergmann, PE
Specialty Structures Division Manager



Suhend Widjaja, PE
Project Manager

CLIENT'S CORPORATE ATTESTATION: If signing this Proposal on behalf of a corporate entity, I hereby affirm that such entity is correctly identified above, and is legally valid, active, and duly licensed and authorized to conduct business in the State of Florida. I also affirm that I am duly authorized and have legal capacity to execute this Proposal and bind the corporate entity.

Corporate Representative:

Name (Printed)

This Proposal accepted this ____ day of _____, 2020

By _____
Name (Signature)
Globaltech

Please provide the following billing information:

Name / Company Name

Billing Address

City

State

Zip

Contact Name

Email Address

Phone Number

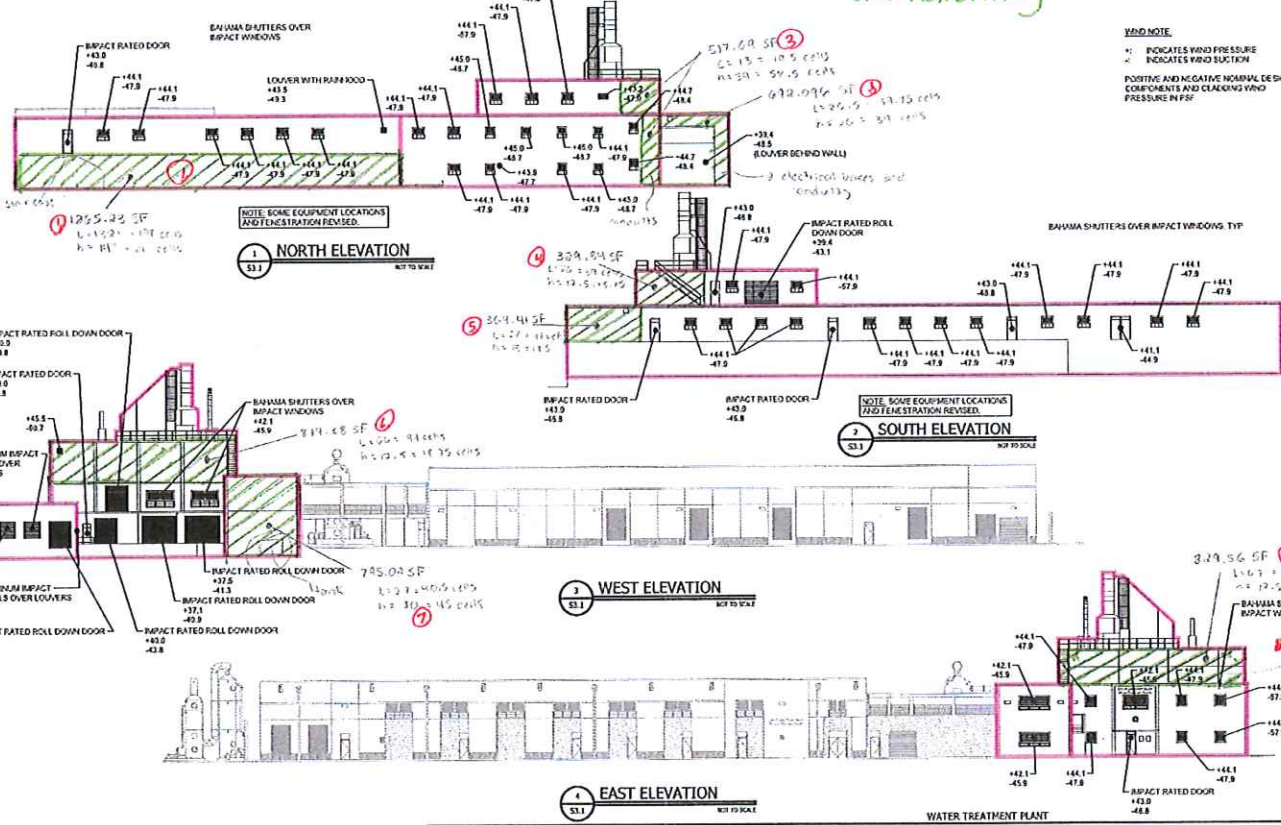
Fax Number

Enc.: WGI, Inc. Agreement Provisions, Fee Schedule



CMU Retrofitting

WIND NOTE
 +: INDICATES WIND PRESSURE
 -: INDICATES WIND SUCTION
 POSITIVE AND NEGATIVE NOMINAL DESIGN COMPONENTS AND CLADDING WIND PRESSURE IN PSF



NOTE: THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.

Sunshine811

NO.	REVISION	DATE	BY

WGL

2750 Lake Parkway
 West Palm Beach, FL 33411
 Phone No. 561.247.2229
 Fax No. 561.667.1132
 E-mail: info@wgl.com

PROPOSED HURRICANE HARDENING FOR:
LAKE WORTH BEACH WATER TREATMENT PLANT
 LAKE WORTH BEACH, FLORIDA

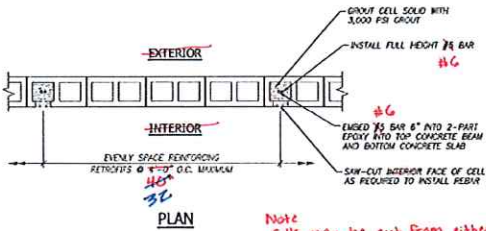
DATE: 08/11/2020
 DRAWN BY: J. L. WILSON
 CHECKED BY: J. L. WILSON
 SCALE: AS NOTED

NOT FOR CONSTRUCTION

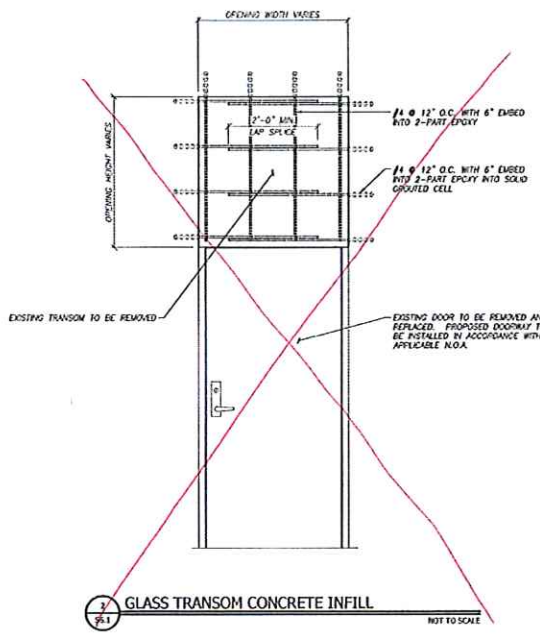
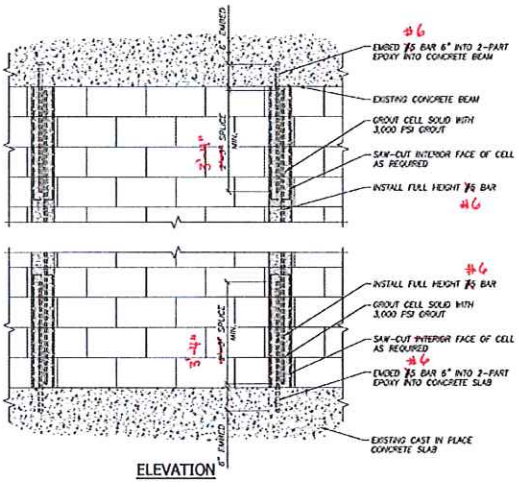
PROJECT NO: 2974.137

SHEET: S3.1

H.C. @ 40' O.C.



Note
Cells may be cast from either the exterior or interior to avoid mounted conduit or equipment



1 MASONRY WALL REINFORCEMENT RETROFITTING
S6.1 NOT TO SCALE



NO.	REVISION	DATE	BY



PROPOSED HURRICANE HARDENING FOR:
UTILITY SERVICES COMPLEX
BUILDINGS NO. 25, 33, 52
CITY OF BOCA RATON
BOCA RATON, FLORIDA

DATE 2018 JULY 23 18	SCALE AS NOTED
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DATE 2018 JUL 23 18	SCALE AS NOTED
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S6.1

large worth beach WTP

S3.0

STAFF REPORT UTILITY MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Water Utilities

TITLE:

Work Order No. 10 with Globaltech, Inc. for Design-Build services for Radio System Upgrade Phase 2 – Lift Stations Project

SUMMARY:

Work Order No. 10 authorizes Globaltech, Inc. to provide Design-Build services for Radio System Upgrade Phase 2 – Lift Stations Project for a total cost of \$209,354.00.

BACKGROUND AND JUSTIFICATION:

The City's Water Utility has a radio and telemetry system to communicate data and commands to and from the City's water wells, booster pump station and wastewater lift stations. The City is in the process of converting from the analog system to a digital system in order to manage the additional monitoring and telemetry added to the offsite water system components over the past few years. The City completed Phase 1 of the conversion to the water system side at the water treatment plant, north and south booster stations, master pump station and Floridan wells F-2 and F-3. Globaltech's Work Order for Phase 2 will include design and construction to convert the wastewater master radio and radio at lift stations 14, 15, 16 and 32 and include required programming and Supervisory Control And Data Acquisition (SCADA) modifications to integrate the new equipment.

MOTION:

Move to approve/disapprove Work Order No. 10 with Globaltech, Inc. for Radio System Upgrade Phase 2 – Lift Stations Project for a total cost of \$209,354.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order No. 10

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	209,354.00	0	0	0	0
Net Fiscal Impact	(209,354.00)	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	Wastewater	
Division	Pumping	
GL Description	Improve other than Build	
GL Account Number	423-7221-535.63-15	
Project Number	LS2200	
Requested Funds	\$209,354.00	

**DESIGN-BUILD CONTRACT FOR LWB UTILITY RADIO SYSTEM UPGRADE PHASE 2 –
LIFT STATIONS WORK ORDER NO. 10**

THIS WORK ORDER FOR CONSTRUCTION SERVICES (“Work Order” hereafter) is made on the ____ day of _____, 2023, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City” hereafter) and **Globaltech, Inc.**, a Florida corporation (“Contractor” hereafter).

1.0 Project Description:

The City desires the Contractor to provide those design-build services and work as identified herein related to the Radio and Telemetry system consisting of Lift Station Remote Telemetry Units (RTU) and the Wastewater Master Radio located at the Water Treatment Plant (WTP). The project is described as **LWB Utility Radio System Upgrade Phase 2 – Lift Stations** (the “Project”).

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with design-build services for the Project as specified in the **Contractor’s proposal attached hereto and incorporated herein as “Exhibit 1” Scope of Services, “Exhibit 2” Cost Breakdown and “Exhibit 3” Quotes.**

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **420 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 **450 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order follows 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 have 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 its intended purposes. Final completion occurs when all services and work (including punch-list items) have 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 damages the City would suffer if Contractor neglects, refuses, or otherwise fails to complete the services and work within the specified time. 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 lump sum, not to exceed **\$209,354.00 (two hundred nine thousand three hundred fifty-four dollars and zero cents)**. The attached **Exhibit 2** identifies all costs and expenses included in the lump sum, not to exceed the amount.

5.0 Project Manager

The Project Manager for the Contractor is **Nico Shaner**, phone: **404-226-7645**; email: **nshaner@globaltechdb.com**, and the Project Manager for the City is **Garry Baker** phone: **561-586-1713**; email: **gabaker@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

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 Design-Build criteria, Contract Documents, including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect the 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, available 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 RFQ; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes unless specifically included in the Scope of Services.

7.3 Contractor has reviewed and checked all information and data shown or indicated in the Design-Build criteria and 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 before commencing work. If required, 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 to perform and furnish the work under the cost shall be included in the Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor will correlate 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 the 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 before 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 the City or its systems. If 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 Design-Build Contract for Water System Ground Storage Tanks and Related Improvements between the City of Lake Worth Beach and the Contractor, dated December 5, 2017 ("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

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

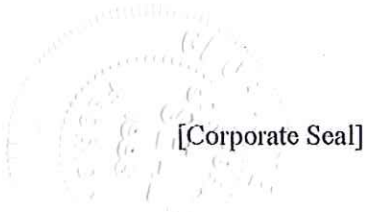
By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director

Contractor: Globaltech, Inc.

By: Richard D. Olson
Name: Richard Olson, PE
Title: VP of Engineering



[Corporate Seal]

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 15 day of AUGUST 2023, by Richard Olson, as the VP of Engineering of Globaltech, Inc., a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

R. Cloyd

Notary Public Signature
Notary Seal:



“EXHIBIT 1”

**Detailed Scope of Services
Utility Radio System Upgrade Phase 2 – Lift Stations**

- I. Engineering services shall include the following:
 - a. Engineering project management activities to include project and progress meetings and status reports.
 - b. Review results of Lift Station Radio Survey, procured by City.
 - c. Obtain FCC licensing as required for new Wastewater 220MHz frequency.
 - d. Site visits to review construction progress and compliance.
 - e. Prepare and review submittals as needed.
 - f. Startup services as required.
 - g. Consolidated O&M manual for vendor-supplied equipment as required.

The following specific construction activities and services will be performed:

By Divisions:

Div 1 General Requirement:

- A. Project management for all design-build activities, including project meetings, preparation of agendas and meeting minutes, management of crew and site resources, procurement oversight, and coordination of activities with the City’s operations.
- B. Preparation of project progress schedules in Primavera P6 format with monthly updates.

Div 2 Sitework

- A. Mobilization
 1. Significant site work is not anticipated. Rental equipment may include bucket trucks to remove and install new antennas, which will be provided by Advantage Communications Inc.

Div 3 Concrete

- A. Small patching may be required at building penetrations for cable installation.

Div 16/17 Electrical/I&C

- A. Perform RTU upgrade at Lift Station No. 14 utilizing existing RTU enclosure. Provide and install a new antenna on the existing antenna cable on the existing antenna mast.
- B. Perform RTU upgrade at Lift Station No. 15 utilizing existing RTU enclosure. Provide and install a new antenna on the existing antenna cable on the existing antenna mast.
- C. Perform RTU upgrade at Lift Station No. 16 utilizing existing RTU enclosure. Provide and install a new antenna on the existing antenna cable on the existing antenna mast.
- D. Perform RTU upgrade at Lift Station No. 32 utilizing existing RTU enclosure. Provide and install a new antenna on the existing antenna cable on the existing antenna mast.
- E. Perform all required programming and SCADA modifications to integrate new equipment into the existing SCADA system.
- F. Provide and install new Wastewater Master Radio in WTP Control Building.

- G. Perform frequency tuning to the existing dipole antenna at the WTP Master Radio to include the frequency of the new Wastewater Master Radio.
- H. Provide and mount new enclosure in the WTP Control Building.
- I. Provide and install a new diplexer in a new enclosure in the WTP Control Building.
- J. Perform frequency tuning of the diplexer with existing Water 220 MHz Radio frequency and new Wastewater 220MHz Radio frequency.
- K. New subpanels for existing RTU enclosures shall be provided. Any removed equipment shall be returned to Lake Worth WTP.
- L. New enclosure for new diplexer shall be provided and installed by GT.

Assumptions

- A. Permits are not required.
- B. The city must provide landscaping services to trim/remove a tree interfering with the existing antenna mast at LS #16.

“EXHIBIT 2”

Cost Breakdown



Exhibit 2 Cost Breakdown

08/14/23

City of Lake Worth Beach
172409 LWB Utility Radio System Upgrade - Phase 2

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Job: 172409 LWB Utility Radio System Upgrade - Phase 2						
Bid Item: 1	General Requirements					
	Project Estimating	HR	10	242.00	2,420.00	2,420.00
	Progress Meetings	HR	8	242.00	1,936.00	1,936.00
	Construction Project Manager	HR	14	146.00	2,044.00	2,044.00
	Purchasing & Subcontract	HR	10	181.00	1,810.00	1,810.00
	Construction Admin	HR	20	87.00	1,740.00	1,740.00
				Bid Item Totals:	9,950.00	9,950.00
Bid Item: 17	I&C					
	Lift Stations RTU	LS	1	77,700.00	77,700.00	95,609.85
	WTP Master Radio	LS	1	22,900.00	22,900.00	28,178.45
	Enclosure Offloading & Installation	CR-D	1	2,480.00	2,480.00	2,480.00
	Coaxial Cable Installation	LS	1	2,500.00	2,500.00	2,750.00
	Concrete Core	LS	1	500.00	500.00	615.25
	Diplexer TPRD-2254 Assembly	LS	1	7,000.00	7,000.00	8,613.50
	Antenna Installation	LS	1	5,050.00	5,050.00	5,807.50
	FCC Radio Station Licensing	LS	1	18,000.00	18,000.00	20,700.00
				Bid Item Totals:	136,130.00	164,754.55
Bid Item: 100	Engineering					
	Engineering - PM & SDC	LS	1	30,000.00	30,000.00	30,000.00
				Bid Item Totals:	30,000.00	30,000.00
Bid Item: 110	Bonds & Insurance					
	Bonds	LOT	1	4,649.45	4,649.45	4,649.45
				Bid Item Totals:	4,649.45	4,649.45

Cost Breakdown

08/14/23

Continued...

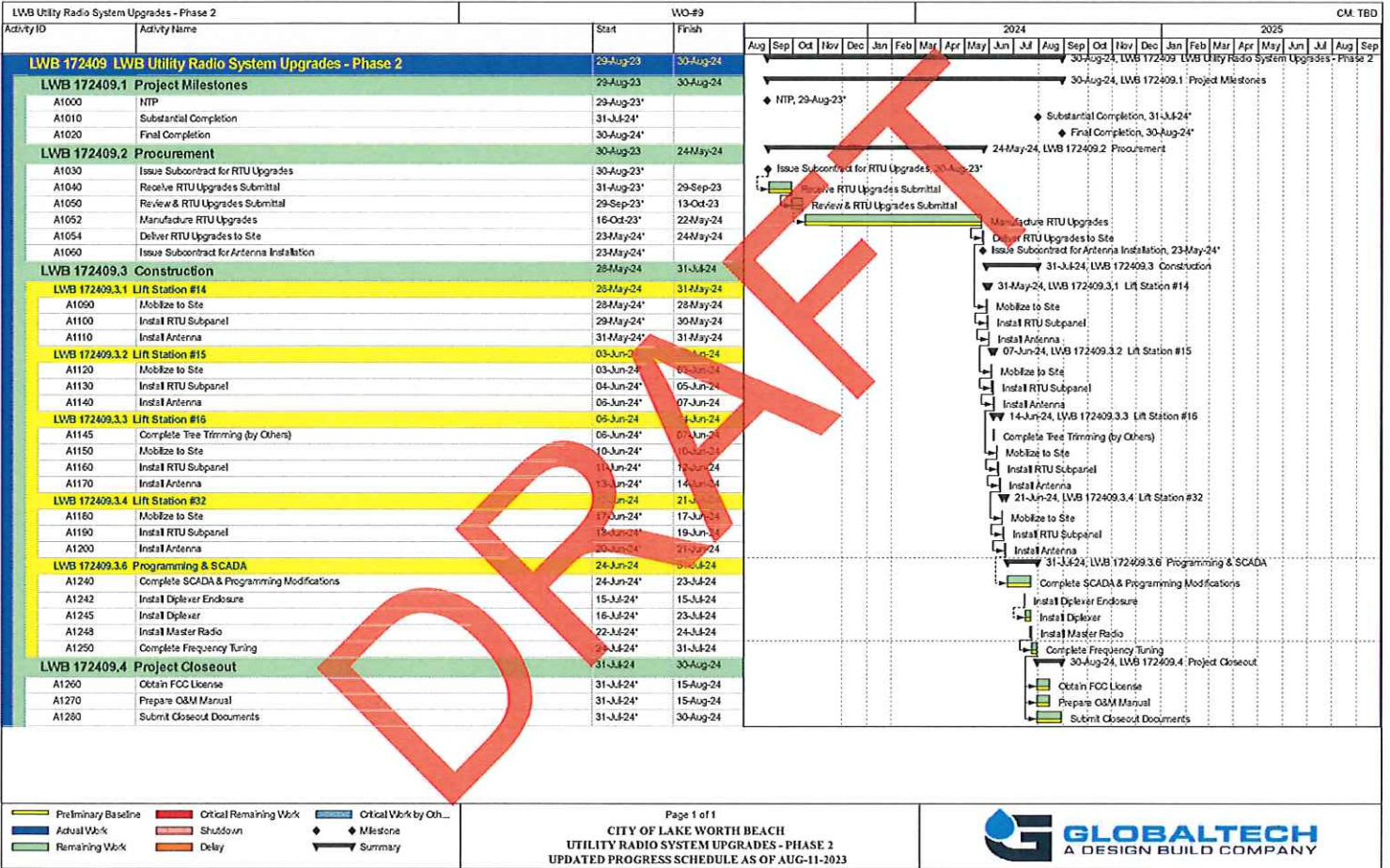
Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
				Grand Totals:	180,729.45	209,354.00

Attachment A
Work Order #10
LWB Utility Radio System Upgrade Phase 2 - Lift Stations

		E6	E4	E2	E1	SCHEDULER	ADMIN 3	ADMIN 1	Total Labor	Subconsultant Services	Subconsultant	
Contractual Labor Rates \$/Hr.		\$276.00	\$186.00	\$126.00	\$96.00	\$152.00	\$112.00	\$58.00				
Task 1	Project Management											
	Project Development	1	8	6	10			6	4	\$	4,384.00	
	Project Coordination	2	10	6	10					\$	4,128.00	
	Project Site Visits		4		6					\$	1,320.00	
	Project Scheduling					12				\$	1,824.00	
	Project Meetings	2	4		4		2		4	\$	2,136.00	
	Subtotal Task 1	5	26	12	30	12	8	8	8	\$	13,792.00	\$ -
Task 2	Services During Construction											
	Project Coordination		10	8	12		4		6	\$	4,816.00	
	Submittal Review	2	6	2	8		2		4	\$	3,144.00	
	Project Site Visits		10	8	12					\$	4,020.00	
	Progress Meetings	4	4	6	4					\$	2,988.00	
	O&M			2	2		4		6	\$	1,240.00	
	Subtotal Task 2	6	30	26	38	0	10	16	16	\$	16,208.00	\$ -
	Total	11	56	38	68	12	18	24	24	\$	30,000.00	\$ -
	Subconsultants									\$	-	
	Markup									\$	-	
	Total Subconsultant									\$	-	
	Reimbursable Expenses											
	Total										\$	30,000.00

“EXHIBIT 3”

Quotes



G) EXTERIOR FINISH: WHITE	
RUSSELLSTOLL JRS1034HR 100A GENERATOR RECEPTACLE	1
RUSSELLSTOLL JAAB10 ANGLE ADAPTER	1
SQD HGL36100 600V 100A 3 POLE CIRCUIT BREAKERS	2
SQD 0600 S29354 CIRCUIT BREAKER MECHANICAL INTERLOCK FOR H & J, 600A AND BELOW	1
SQD 9080 LBA363206 3P POWER DISTRIBUTION BLOCK	1
SQD 6671 SDSA3650 SURGE ARRESTER	1
DELTA CA603R SURGE CAPACITOR 3PH 4W 600V	1
DIVERSIFIED SUA-230-ALAU 230V PLUG-IN PHASE MONITOR	2
DIVERSIFIED RB-08 SOCKET	2
BUSSMAN FNQ-1/2 500V 1/2A FUSES	6
SQD 9080 GF6 FUSE HOLDER	6
SQD 9080 GF6B END BARRIER	1
SQD 9080 MHA10 END CLAMP	2
SQD QOU110 120V 10A 1P CIRCUIT BREAKERS	3
SQD QOU115 120V 15A 1P CIRCUIT BREAKERS	2
SQD QOU235 120V 35A 2P CIRCUIT BREAKER	1
SQD HGL36045 3 POLE 600V 45A CIRCUIT BREAKERS	2
SQD 8536 SCO3V02S NEMA SIZE 1 FVNR MOTOR STARTERS	2
SQD B45.0 HEATER	6
SQD 9066 RA1 RESET	2
SQD 9999 SX8 NO/NC STR. AUX	2
SQD 9999 SO4 ISOLATED NO OVERLOAD	2
TRUMETER 710-0002 120VAC ELAPSED TIME METER	2
SQD 9001 SKS43B 3 POSITION SELECTOR SWITCH	2
SQD 9001 KA1 BLOCK	4
SQD CLASS 9001 SKS11B 2 POSITION SELECTOR SWITCH	1
SQD 9001 KA2 BLOCK	1
SQD 9001 SKT38LRR31 120V RED PUSH TO TEST LED PILOT LIGHT	2
SQD 9001 SKT38LGG31 120V GREEN PUSH TO TEST LED PILOT LIGHT	4
FINDER 60.13.8.120.0040 120VAC 3PDT PLUG-IN RELAY	9
FINDER 60.13.9.024.0070 24VDC 3PDT 10A RELAY	3
FINDER 90.27 RELAY SOCKET	12
PULS SL5.100 24VDC 5A POWER SUPPLY	1
PHOENIX CONTACT 2838228 PT2X2-24DC-ST PLUG TRAB SURGE ARRESTER	1
PHOENIX CONTACT 2839224 PT 2X2+F-BE PLUG-TRAB BASE	1
FEDERAL SIGNAL LP3P-120R 120V RED STROBE	1
WHEELLOCK 31T-115-S ALARM HORN	1
WHEELLOCK WBB-S WP BACKBOX	1
McMASTER-CARR 4548K173 316 S.S. PIPE NIPPLE, 1/2" X 2"	1
T & B H050-TB 1/2" HUB	2
SQD 9007 AP221 DOOR SWITCH	1
HOFFMAN L-SC252015 NEMA 12 SC ENCLOSURE	1
HOFFMAN L-P2520 SUB-PANEL	1
DIVERSIFIED ISO-120-ACE FOUR CIRCUIT ISB	1
HUBBELL GFRST15I GFI DUPLEX 15A RECEPT.	1
HUBBELL SS26 S.S. DUPLEX GFI PLATE	1
HUBBELL GFRST15I GFI DUPLEX 15A RECEPT.	1
CROUSE HINDS WLRD-1 SPRING DOOR COVER & GASKET	1
CROUSE HINDS FD2 SINGLE GANG BOX	1
PHOENIX CONTACT DP-UTTB 2,5/4 3047303 PARTITION PLATE	1
PHOENIX CONTACT D-UTTB 2,5/4 3047293 END BARRIER	2
PHOENIX CONTACT UTTB4 3044814 DOUBLE DECK TERMS	36
PHOENIX CONTACT E/UK-1 1201413 TALL END CLAMP	5
SQD PK9GTA GND BUS	1
GENERIC ARC FLASH LABEL	LOT
WIRE, DUCT & NAMEPLATES	LOT
UL 698A LABEL	1

ITEM NO.4C

PUMP MOTOR CONNECTION BOX

SCHAEFER'S SPN4SS6-24308 NEMA 4X 316 S.S. WALL MOUNT ENCLOSURE WITH THE FOLLOWING: 1

- A) SIZE: 24"H X 30"W X 8"D
- B) S.S. DOOR CLAMPS
- C) SUBPANEL: SPP-2430 1
- D) PADLOCK HASP
- E) FINISH: PAINTED WHITE

SQD 9080 LBA362101 3 POLE POWER SPICER BLOCK	2
PHOENIX CONTACT UT4 3044102 SINGLE TERMS	20
PHOENIX CONTACT D-UT2,5/10 3047028 END BARRIER	2
PHOENIX CONTACT 1201442 END CLAMPS	2
SQD PK9GTA GND BUS	1

SCHAEFER'S SPN4SS6-302414 NEMA 4X 316 S.S. WALL MOUNT ENCLOSURE	1
WITH THE FOLLOWING:	
A) SIZE: 30"H X 24"W X 14"D	
B) SUBPANEL: SPPAL-3024	1
C) 3PT. S.S. PADLOCKABLE HANDLE	
D) STUDS FOR DOOR SWITCH	
E) 316 SST. DOORSTOP	
F) FINISH: PAINTED WHITE	
COMMSCOPE LDF4-50A 1/2" HELIAX CABLE	250
COMMSCOPE L4TNM-PSA 1/2" N-MALE CONNECTOR	2
COMMSCOPE 221213 WEATHERPROOFING KIT	1

NOTES!!

- 1) NEW MASTER RADIO COMPONENTS TO BE INSTALLED IN CONTROL BLDG. BY C.C. CONTROL CORP.
- 2) NEW ANTENNA PROVIDED BY CC CONTROL CORP. INSTALLED ON EXISTING MAST BY OTHERS.
- 3) NEW COAXIAL CABLE PROVIDED BY CC CONTROL CORP. INSTALLED BY ADVANTAGE COMM.

ITEM NO.7B

SERVICE SUMMARY

ENGINEERING	LOT
SUBMITTALS	LOT
NEW PLC PROGRAMMING	LOT
EXIST. SCADA SYSTEM MODIFICATIONS	LOT
FIELD SERVICE	LOT
START UP	LOT
1 YEAR STANDARD WARRANTY	LOT

SUMMARY

		SELL
ITEMS NO.1	LIFT STATION NO.14 RTU	\$19,400.00
ITEMS NO.2	LIFT STATION NO.15 RTU	\$19,400.00
ITEMS NO.3	LIFT STATION NO.16 RTU	\$19,400.00
ITEMS NO.4A	LIFT STATION NO.18 RTU	\$21,300.00
ITEMS NO.4B	LIFT STATION NO.18 PUMP PANEL	\$24,400.00
ITEMS NO.4C	LIFT STATION NO.18 CONNECTION BOX	\$2,100.00
ITEMS NO.5	LIFT STATION NO.32 RTU	\$19,500.00
ITEMS NO.6	LIFT STATION NO.33 RTU	\$19,400.00
ITEMS NO.7	WTP MASTER RADIO	\$22,900.00

\$167,800.00

\$100,600.00

TOTAL SELL: \$167,800.00
PLUS TAX IF APPLICABLE

SUBMITTALS 8-10 WEEKS
AFTER RECEIPT OF PURCHASE ORDER
FOB: JOB SITE
DEL: 30-32 WEEKS
AFTER APPROVED DRAWINGS
TERMS: NET 30 DAYS
(SUBJECT TO CREDIT APPROVAL)

WARRANTY: ALL WARRANTIES SHALL EXPIRE ONE (1) YEAR FROM DATE OF START-UP FROM SELLER TO BUYER UNLESS SPECIALLY INDICATED OTHERWISE AND WILL BE NULL AND VOID UNLESS MATERIALS ARE STORED UNDER PROPER CONDITIONS DETERMINED BY C.C. CONTROL CORP.

JEFF NEEDS
Jneeds@CCControlCorp.com

STAFF REPORT UTILITY MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Water Utilities

TITLE:

Task Order No. 02 with Kimley-Horn and Associates, Inc. for Nitrification Action Plan Phase 2 Project

SUMMARY:

Task Order No. 02 with Kimley-Horn and Associates, Inc. for Nitrification Action Plan Phase 2 Project for a total cost of \$94,381.32.

BACKGROUND AND JUSTIFICATION:

The City contracted with Kimley-Horn who completed phase 1 of the Nitrification Action Plan which reviewed the effectiveness of the 16 miles of 2-inch steel watermain replacement and other system improvements made in the past six years and to proactively seek a solution to the decreasing chlorine levels in the distribution system. A phased list of recommendations were provided which included developing a system-wide flushing plan and to perform hydraulic modeling to identify the water age within the distribution system. These recommendations are included in the Task Order with Kimley-Horn and Associates, Inc. for Nitrification Action Plan Phase 2.

MOTION:

Move to approve/disapprove Work Order No. 02 with Kimley-Horn and Associates, Inc. for Nitrification Action Plan Phase 2 Project for a total cost of \$94,381.32.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order No. 02

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	94,381.32	0	0	0	0
Net Fiscal Impact	(94,381.32)	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

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

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

Contract Award - Existing Appropriation		
	Expenditure	
Department	Water	
Division	Distribution	
GL Description	Improve other than Build	
GL Account Number	422-7034-533.63-60	
Project Number	WT2202	
Requested Funds	\$94,381.32	

TASK ORDER No. 2

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

Hydraulic Modeling for Nitrification Action Plan (Phase 2)

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

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated **August 14, 2023**, and services are generally described as: **Develop a system-wide flushing plan and perform hydraulic modeling utilizing the City’s existing WaterCAD water distribution system hydraulic model to identify the water age in the City’s distribution system.** (the “Project”).

2.0 Scope

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

3.0 Schedule

The services to be provided under this Task Order shall be completed within **184-274** calendar days from the City’s approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a not to exceed amount of **\$94,381.32**. The attached proposal identifies all costs and expenses included in the not to exceed amount. Invoices will be itemized by the hours per person for the total work completed for each month.

5.0 Project Manager

The Project Manager for the CONSULTANT is **Fannie Howard**, phone: **(561) 840-0246**; email: **fannie.howard@kimley-horn.com**; and, the Project Manager for the City is Garry Baker, phone: 561-586-1713; email: gabaker@lakeworthbeachfl.gov

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Civil Engineering – Water) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated March 21, 2023 (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 2 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Carmen Y. Davis, City Manager

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
[Signature]

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 14th day of August, 2023, by Kimley-Horn and Associates, Inc. a North Carolina Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

[Signature]

Notary Public Signature

Notary Seal:

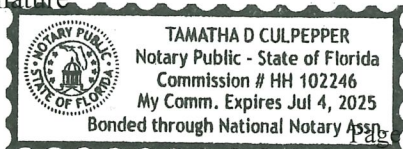


EXHIBIT 1

FOR

Hydraulic Modeling for Nitrification Action Plan (Phase 2)

1.0 Project Description

The City of Lake Worth Beach Water Treatment Plant (WTP) is comprised of a Lime Softening Water Plant and a Reverse Osmosis (RO) Water Plant. Water is blended from the two facilities to produce potable water for the City. The City's water system also includes a North Booster Station and South Booster Station which both have onsite chlorine injection facilities.

Until recently, the City's water distribution system has required bi-annual free chlorine maintenance operations to restore chlorine residuals in the water to acceptable levels. The City had been observing a gradual decrease in chlorine levels between free chlorine maintenance operations which may be symptomatic of organic growth in the distribution system. This condition is known as nitrification, and it can be accelerated in areas within the distribution system that have very low water flow rates leading to stagnant water.

To address this issue, the City previously retained Kimley-Horn to develop a Nitrification Action Plan (NAP) to proactively seek a solution to the decreasing chlorine levels within their distribution system. The NAP was completed in November 2022 and it identified a phased list of improvements that could be implemented to address the decreasing chlorine levels. Two of the recommendations included in the NAP were to develop a system-wide flushing plan and to perform hydraulic modeling to identify the water age within the City's distribution system.

The City has requested that Kimley-Horn assist with these two recommendations using the City's existing WaterCAD water distribution system hydraulic model. As part of this work, the City has also requested that Kimley-Horn use the hydraulic model to help locate a valve that could be potentially closed in the northern distribution system.

The following is understood about the City's existing WaterCAD water distribution system hydraulic model:

- The model has been recently updated by another consultant and can be relied upon to perform the hydraulic modeling for this scope of services.
- Only steady state demand scenarios have been developed in the model; additional work will be required to develop extended period demand scenarios in the model.
- No work will be required to update the piping/valve/fire hydrant infrastructure or steady state demand scenarios in the model. Information related to the operation of storage facilities and pumping operations will need to be added to the model to develop extended period demand scenarios.
- The model will not need to be calibrated to perform the hydraulic modeling for this scope of services.
- The model includes the existing system valves.

With this understanding, Kimley-Horn will perform the following scope of services for Phase 2 of the Nitrification Action Plan development.

2.0 Scope of Services

Task 1 – Limited Hydraulic Model Development and Analysis

- Attend a kickoff meeting with City staff.
- Collect information on the existing water system including pump curves, operation descriptions of distribution system remote storage tank and pump operations, record drawing for the storage tanks and pumping facilities and location and estimated flow rates for automatic flushers in the distribution system. The following information shall also be provided to Kimley-Horn by the City:
 - Existing WaterCAD hydraulic water distribution model
 - Existing water system GIS data (shapefile or Geodatabase) which includes the water distribution system valve locations
 - Flow data from the *City of Lake Worth Beach 2022 Water Distribution system Modeling Update (January 2023)* in its raw format that can be manipulated as needed to add to the existing WaterCAD model.
- Incorporate the specific physical hydraulic features into the model limited to what is needed to develop an extended period simulations. Examples of these features include tank sizes, control valve settings, pump curves, automatic flushers and several node elevations such as high service pumps.
- Review the diurnal water demand curve for the system demands that was prepared as part of the *City of Lake Worth Beach 2022 Water Distribution system Modeling Update (January 2023)* and update as need to incorporate into the existing WaterCAD model.
- Develop an extended period simulation for the average daily flow demand scenarios using the diurnal water demand curve. It is assumed that up to three (3) extended period sub-scenarios will be developed to look at different operations for the storage tanks and pumping stations in the distribution system.
- Run up to three (3) extended period simulations to identify the water age throughout the distribution system and to generate recommendations for distribution system operations in order to keep the water age below the acceptable levels per industry standards.
- Use the model to help identify the location of a valve that the City believes to be closed in the northern distribution system. Up to 40 hours of engineering time has been budgeted for this task.

Task 2 – Conventional Flushing Plan

Kimley-Horn will utilize the hydraulic model to develop a conventional flushing plan which can be used by operations staff to conduct hydrant flushing operations. The flushing plan will be developed with the goal of improving the hydrant flushing sequencing, reducing the water residence times, reducing stagnant areas and improving water system quality and disinfectant residuals. The conventional flushing plan design will consist of “zones” and sequencing of the “zones” with the goal of moving clean water out from the WTP into the flushed zones. Zone sizes

will be based on what City crews are typically able to flush in a day. Additional sequencing within a zone may be recommended in order to facilitate clean water moving into a given zone early in the day (ie, by flushing hydrants on larger pipes within a zone).

The hydraulic model will also be used to identify pipes where minimum scouring velocities of 3 feet per second (fps) cannot be achieved while flowing the 2.5-in nozzle or the 4.0-in nozzle. These areas will be noted and may be candidates in the future for limited unidirectional flushing if they are thought to be contributing to water quality issues.

- Kimley-Horn will complete up to one (1) site visit to coordinate hydrant and valve locations with operators to develop the flushing program.
- After the flushing program is designed using the hydraulic model, Kimley-Horn will provide City staff with a map indicating the zones, hydrants and sequencing for the flushing program field implementation. It is assumed that the City will verify the hydrant locations. After the City exercises the assets in the field to determine if the equipment is in working order, Kimley-Horn will revise the flushing plan as needed to avoid use of inoperable assets, if required.
- The Flushing Plan will consist of the following recommendations:
 - Identification of hydrant flushing zones in the distribution system
 - Sequence of system wide and system zone hydrant flushing
 - Duration and frequency of flushing
 - Sampling procedures and water quality to be collected during flushing (as required)

Task 3 – Technical Memorandum

- Prepare a draft technical memorandum to summarize the results of the water age analysis and flushing plan. The memorandum will include map figures indicating the sequencing of the zones and hydrants for the conventional flushing plan.
- Attend a review meeting with City staff to discuss comments on the draft technical memorandum.
- Prepare final technical memorandum which incorporates comments from City staff.

3.0 Schedule (6-9 months)

Task 1 – 1-2 months after receipt of requested information

Task 2 – 3-4 months after Task 1 is complete

Task 3 – 1-2 months for draft after Task 2 is complete; final technical memorandum to be submitted 1 month from receipt of draft review comments by City staff

4.0 Compensation

Kimley-Horn will perform the Services for the total lump sum fee below. Fees will be invoiced monthly based on the actual amount of services performed and expenses incurred. Individual task amounts are informational only.

Additional Services which may be identified as needed at a later time will be negotiated at that time.

Task 1 - Limited Hydraulic Model Development and Analysis	\$28,288.08
Task 2 - Conventional Flushing Plan	\$46,283.66
Task 3 - Technical Memorandum	\$ 19,709.58
Expenses	\$100.00
Total	\$94,381.32

5.0 Progress Meetings

The Consultant shall schedule a kickoff meeting and a draft review meeting as described in the Scope of Work.

6.0 Additional Services

Consultant is available to provide additional services as requested by the City based on a negotiated fee for each task or utilizing hourly rates established by this contract. All additional work shall be negotiated with and authorized by the City in writing prior to initiation by the Consultant. These services could include:

- Engineering time to help locate closed valve(s) beyond 40 hours provided in scope of services
- Calibrating the existing hydraulic model
- Developing a unidirectional flushing plan for all or a portion of the City's distribution system
- Field visits to accompany City staff as they perform system flushing

ESTIMATE FOR ENGINEERING SERVICES

PROJECT: LWB Nitrification Action Plan - Phase 2

Date

Aug-23

CLIENT: City of Lake Worth Beach

ESTIMATOR: FHH

DESCRIPTION:

DIRECT LABOR (MAN-HOURS)

NO.	TASK	SEN PROF II	SEN PROF I	PROF II	PROF I	ANALYST II	ANALYST I	SR TECH SUPP	SUPP STAFF	EXP SUB	Dir Exp	LINE TOTAL
1	Water Age Analysis											
	Kick-off Meeting		2		3		6		1			\$1,779.80
	Data Collection		2		12		12		1			\$3,995.30
	Review Diurnal Curve prepared by others		2		2		6					\$1,512.26
	Develop Extended Period Simulations for up to 3 scenarios to identify water age		6		21		18					\$7,185.78
	Run Water Age Analysis for up to 3 scenarios		6		15		24					\$6,752.28
	Valve Discovery (Model and Field Work)		6		24		10		2			\$7,062.66
												\$0.00
2	Flushing Plan											
	Site Visit (1)		2		6		6		1			\$2,309.60
	Develop Conventional Flushing Plan/Exhibits		30	30	60		120					\$38,120.70
	Identify Pipes with flushing velocities under 3 ft/s		4	4	10		20					\$5,853.36
3	Technical Memorandum											
	Draft technical memorandum		9	6	24		24		1			\$10,633.72
	Draft review meeting		2		2		4					\$1,303.56
	Final technical memorandum		6	4	18		18		2			\$7,772.30
												\$0.00
	<i>Expenses</i>										100.0	\$100.00
												\$0.00
	TOTAL HOURS	0.0	77.0	44.0	197.0	0.0	268.0	0.0	8.0	0.0	100	\$ 94,381.32
	LABOR (\$/HOUR)	297.79	266.48	233.61	176.60	152.37	104.35	194.22	90.94	1.00	1.00	0
	\$/RATE	\$ -	\$ 20,518.96	\$10,278.84	\$ 34,790.20	\$ -	\$ 27,965.80	\$ -	\$ 727.52	\$ -	\$ 100.00	\$ 94,381.32

STAFF REPORT UTILITY MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Water Utilities

TITLE:

Agreement with Close Construction Services for South Palm Park Stormwater Pump Station Project

SUMMARY:

Agreement with Close Construction Services for South Palm Park Sea Level Rise Mitigation Stormwater Pump Station Project for a total cost of \$1,097,282.00.

BACKGROUND AND JUSTIFICATION:

The City has been notified of and observed flooding during king tides and intense storm events at the eastern end of 18th Avenue South. An outfall to the Lake Worth Lagoon currently exists to drain the stormwater, however, when the tide is high or at a king tide, there is no where for the water to go. The City contracted with Chen Moore and Associates to design a stormwater pump station that will pump the water into the lagoon during these high flood events.

The City was awarded a Resilient Florida Implementation Grant from Florida Department of Environmental Protection (FDEP) for \$300,000. Another item included on this meeting is to reallocate 2020 Non Ad Valorem Bond monies to cover the full construction cost for this project, as the bids came in higher than anticipated. Another item also included with this project is construction and engineering inspection services to be provided by Holtz and Associates.

The City prepared an Invitation for Bid #23-118 for installation of a stormwater pump station at the eastern end of 18th Avenue South in the South Palm Park neighborhood. Work includes a stormwater forcemain, wet well, drainage infrastructure, and electrical and mechanical components. Three proposals were received and reviewed by Chen Moore, procurement and the water utility department. Close Construction Services provided the lowest responsive, responsible bid. The project is scheduled to be completed in 52 weeks.

MOTION:

Move to approve/disapprove Agreement with Close Construction Services for South Palm Park Sea Level Rise Mitigation Stormwater Pump Station Project for a total cost of \$1,097,282.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement
Bid Tab
Bid Award Recommendation
Payment and Performance Bond

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	1,097,282	0	0	0	0
Net Fiscal Impact	(1,097,282)	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	Collection	
GL Description	Other Contractual Services	
GL Account Number	428-5090-538.63-15	
Project Number	NR1904	
Requested Funds	\$1,097,282.00	

City of Lake Worth Beach
IFB#23-118
South Palm Park Sea Level Rise Mitigation
Stormwater Pump Station

00500
AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____ in the year, by and between the City of Lake Worth Beach (hereinafter called Owner) and **Close Construction Services, LLC** (hereinafter called Contractor).

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

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: South Palm Park Sea Level Rise Mitigation Stormwater Pump Station project will address the chronic flood conditions at the southern end of the South Palm Park neighborhood along 18th Avenue South in Lake Worth Beach.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: City of Lake Worth Beach South Palm Park Sea Level Rise Mitigation - Stormwater Pump Station.

ARTICLE 2. ENGINEER

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

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed within 270 days from the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 300 days from the date when the Contract Time commences to run.

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

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

each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

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

ARTICLE 4. CONTRACT PRICE.

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

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

TOTAL OF ALL UNIT PRICES; One Million Ninety-Seven Thousand Two Hundred and Eighty-Two Dollars (\$ 1,097,282)

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

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

95% of Work completed.

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

AGREEMENT

00500-2

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

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

ARTICLE 6. INTEREST.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

8.1 This Agreement consisting of 11 pages.

8.2 Exhibits to this Agreement identified as:

- a. The Project Manual (pages 1 to xx, inclusive);
- b. Contractor's Bid (page 00300-X, inclusive);
- c. Permits (pages to , inclusive);
- d. Other: _____

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

8.4 Notice of Award and Notice to Proceed.

8.5 General Conditions consisting of 72 pages.

8.6 Supplementary Conditions consisting of 6 pages.

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

8.8 Project Specifications consisting of pages (Division 1, 2, 3, 5, 7, 9, 11 & 16 with Exhibits).

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

8.10 Addenda numbers 1 to 2, inclusive.

8.11 Contractor's Bid consisting of 422 pages.

8.12 Documentation submitted by Contractor prior to Notice of Award.

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

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

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

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

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

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

11. Bid Form

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

ARTICLE 9. MISCELLANEOUS.

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

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

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

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

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

9.6 *Inspector General.* In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.18 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY

CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.19 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of this Agreement, the Owner may immediately terminate this Agreement upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

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

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

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

- a) If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement

at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

- b) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c) The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
- d) The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.
- e) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated Contracting prohibitions then they shall become inoperative.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR:



[Corporate Seal]

By: _____
Thomas C. Close

Print Name: _____
Thomas C. Close

Title: _____
President

STATE OF Florida)
COUNTY OF Okeechobee)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 31st day of July 2023, by Thomas C. Close, as the President [title] of Close Construction Services, LLC [vendor's name], a Florida LLC [corporate description], 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.

Sheryll L. Wells
Notary Public Signature

Notary Seal:

AGREEMENT
00500-11



SHERYLL L. WELLS
Commission # HH 178070
Expires November 16, 2025
Bonded Thru Budget Notary Services



City of Lake Worth Beach
IFB#23-118 South Palm Park Sea Level Rise Mitigation - Storm Water Pump Station

Bid Tab

Scheduled of Values				FERREIRA CONSTRUCTION CO., INC.		CLOSE CONSTRUCTION SERVICES		HINTERLAND GROUP, INC.	
Item No.	Item Description	Unit	Quantity						
General Conditions:									
GC-1	General Conditions	LS	1	\$37,975.00	\$37,975.00	\$100,000.00	\$100,000.00	\$85,000.00	\$85,000.00
GC-2	Mobilization	LS	1	\$6,850.00	\$6,850.00	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00
GC-3	Layout, Survey & Record Drawings	LS	1	\$10,745.00	\$10,745.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00
GC-4	Professional Videotaping - Pre-Construction Conditions	LS	1	\$3,230.00	\$3,230.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
GC-5	NPDES	LS	1	\$8,045.00	\$8,045.00	\$3,500.00	\$3,500.00	\$10,000.00	\$5,000.00
GC-6	Maintenance Of Traffic	LS	1	\$4,130.00	\$4,130.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00
GC-7	Trench Safety Compliance	LS	1	\$70,315.00	\$70,315.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00
General Conditions Subtotal:				\$141,290.00	\$141,290.00		\$209,500.00		\$188,000.00
Civil/Mechanical:									
C-1	Other Demolition	LS	1	\$12,655.00	\$12,655.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00
C-2	Pump Package Including Accessories and Appurtenances	LS	1	\$140,815.00	\$140,815.00	\$275,000.00	\$275,000.00	\$50,000.00	\$50,000.00
C-3	Backup Float System	LS	1	\$5,340.00	\$5,340.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
C-4	2" PVC Pipe	LF	60	\$190.85	\$11,451.00	\$50.00	\$3,000.00	\$85.00	\$5,100.00
C-5	6" Discharge Pipe	LF	295	\$228.00	\$67,260.00	\$90.00	\$26,550.00	\$550.00	\$162,250.00
C-6	12" Discharge Pipe	LF	20	\$395.00	\$7,900.00	\$180.00	\$3,600.00	\$1,200.00	\$24,000.00
C-7	Ductile Iron Fittings	Ton	0.6	\$10,325.00	\$6,195.00	\$25,000.00	\$15,000.00	\$20,000.00	\$12,000.00
C-8	4" Swing Check Valve w/ Outside Lever	EA	2	\$1,330.00	\$2,660.00	\$2,800.00	\$5,600.00	\$3,500.00	\$7,000.00
C-9	Manatee Grating	EA	2	\$4,000.00	\$8,000.00	\$3,700.00	\$7,400.00	\$6,000.00	\$12,000.00
C-10	Storm Water Inlet	EA	1	\$5,770.00	\$5,770.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00
C-11	Seawall Penetration	EA	1	\$3,240.00	\$3,240.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
C-12	Mill and Resurface Ex. Asphalt (1") (Part A)	SY	180	\$155.00	\$27,900.00	\$80.00	\$14,400.00	\$85.00	\$15,300.00
C-13	Mill and Resurface Ex. Asphalt (1") (Part B)	SY	270	\$102.00	\$27,540.00	\$80.00	\$21,600.00	\$85.00	\$22,950.00
C-14	Full Dpth Pavement Installation	SY	90	\$345.00	\$31,050.00	\$120.00	\$10,800.00	\$165.00	\$14,850.00
C-15	Concrete Curb/Gutter Removal & Rest.(Part A)	L.F.	18	\$245.00	\$4,410.00	\$100.00	\$1,800.00	\$120.00	\$2,160.00
C-16	Concrete Curb/Gutter Removal & Rest.(Part B)	L.F.	40	\$153.50	\$6,140.00	\$90.00	\$3,600.00	\$120.00	\$4,800.00
C-17	Site Concrete	SY	1	\$1,365.00	\$1,365.00	\$200.00	\$200.00	\$5,000.00	\$5,000.00
C-18	Fine Grading	SY	511	\$6.00	\$3,066.00	\$22.00	\$11,242.00	\$25.00	\$12,775.00
C-19	Sodding(Including Fertilizer and Water)	SF	4600	\$2.85	\$13,110.00	\$1.50	\$6,900.00	\$12.00	\$55,200.00
C-20	Excavatable Flowable Fill	CY	6	\$736.00	\$4,416.00	\$1,200.00	\$7,200.00	\$350.00	\$2,100.00
C-21	Concrete Collar	CY	0.5	\$12,350.00	\$6,175.00	\$5,000.00	\$2,500.00	\$1,000.00	\$500.00
C-22	Pollution Protection Basket	EA	1	\$520.00	\$520.00	\$3,500.00	\$3,500.00	\$15,000.00	\$15,000.00
Civil/Mechanical Subtotal:				\$396,978.00	\$396,978.00		\$464,892.00		\$485,485.00

Structural:									
S-1	Wet well	EA	1	\$63,525.00	\$63,525.00	\$85,000.00	\$85,000.00	\$275,000.00	\$275,000.00
S-2	Single or Double Hatch Cover(up to 30"x48"	EA	2	\$8,820.00	\$17,640.00	\$3,500.00	\$7,000.00	\$12,000.00	\$24,000.00
S-3	Safety Grade Assembly(up to 30"x48")	EA	1	\$5,605.00	\$5,605.00	\$1,200.00	\$1,200.00	\$9,500.00	\$9,500.00
S-4	Valve Vault w/ Top Slab	LS	1	\$14,435.00	\$14,435.00	\$9,850.00	\$9,850.00	\$18,000.00	\$18,000.00
S-5	Concrete Fillet Installation	CF	90	\$31.00	\$2,790.00	\$60.00	\$5,400.00	\$225.00	\$20,250.00
S-6	Wet well Top Slab	SF	84	\$121.00	\$10,164.00	\$35.00	\$2,940.00	\$300.00	\$25,200.00
S-7	Clean Out	LS	1	\$2,625.00	\$2,625.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00
				Structural Subtotal:	\$116,784.00		\$115,390.00		\$375,450.00
Electrical & I&C Work:									
E-1	Electrical Service Demolition	LS	1	\$6,465.00	\$6,465.00	\$20,000.00	\$20,000.00	\$8,500.00	\$8,500.00
E-2	120/240V Single Phase from Existing Transformer Pole with Service to Meter	LS	1	\$12,800.00	\$12,800.00	\$100,000.00	\$100,000.00	\$15,000.00	\$15,000.00
E-3	Instrumentation and Controls and All Appurtenances	LS	1	\$76,925.00	\$76,925.00	\$55,000.00	\$55,000.00	\$50,000.00	\$50,000.00
E-4	RTU & SCADA Upgrades	LS	1	\$142,500.00	\$142,500.00	\$7,500.00	\$7,500.00	\$28,000.00	\$28,000.00
E-5	Duplex Control Panel w/Junction Box	LS	1	\$243,185.00	\$243,185.00	\$20,000.00	\$20,000.00	\$185,000.00	\$185,000.00
E-6	Miscellaneous Electrical Equipment	LS	1	\$13,380.00	\$13,380.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00
				Electrical & I&C Work Subtotal:	\$495,255.00		\$232,500.00		\$311,500.00
Miscellaneous:									
M-1	Allowance	LS	1	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
				Miscellaneous Subtotal:	\$75,000.00		\$75,000.00		\$75,000.00
				Project Total:	\$1,225,307.00		\$1,097,282.00		\$1,435,435.00
Bid Bond				YES		YES		YES	
Bid Form 00300-1 to 00300-4				YES		YES		YES	
Unit Price Schedule Bid Form 00300-5 to 00300-6				YES		YES		YES	
Trench Safety Affidavit Bid Form 00300-7				YES		YES		YES	
Schedule of Subcontractors Bid Form 00300-8				YES		YES		YES	
Schedule of Suppliers, Equipment and Materials Bid Form 00300-9				YES		YES		YES	
Sworn Statement Under Section 287.133(3)(a), Florida Statutes, Bid Form 00300-10 to 00300-11				YES		YES		YES	
Drug Free Workplace Bid Form 00300-12				YES		YES		YES	
Veteran Business Enterprise, Small Business, and Local Business Preference Bid Firm 00300-13				Requested, did not meet LWB Local preference requirement		N/A		N/A	
Bidder's Qualification Questionnaire 00310-1 to 00310-6				YES		YES		YES	
Campaign Contribution Statement 00850-1 to 00850-2				YES		YES		NO	
Scrutinized Companies Certification Form 00851				YES		YES		NO	
Project Milestone/Work Schedule				57 DAYS		52 WEEKS		1 YEAR 2 WEEKS	
Comments									
Bid Compliance									

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900



July 21, 2023

SENT VIA E-MAIL (jparham@lakeworthbeachfl.gov)

City of Lake Worth Beach
Julie Parham, P.E.
Assistant Director
301 College Street
Lake Worth Beach, FL 33460

Re: IFB #23-110 South Palm Park Sea Level Rise Mitigation
Award Recommendation

Dear Ms. Parham,

Chen Moore and Associates (CMA) has conducted a review of the three (3) bids received on July 6, 2023 for the IFB #23-110 South Palm Park Sea Level Rise Mitigation Project. The lowest bidder is Close Construction Services with a total submitted bid of \$1,097,282.00. The second lowest bidder is Ferreira Construction Co., Inc. with a total submitted bid of \$1,225,307.00 and the third bidder is Hinterland Group, Inc. with a total submitted bid of \$1,435,435.00.

The engineer's opinion of probable cost was \$749,000.00, and therefore Close Construction Services' bid price is higher than the engineer's estimate. When a project bid is higher than the engineer's estimate, it is prudent for the Engineer and the City to evaluate if there are components of the project that caused the cost to come in so high, and if any value engineering could reduce this construction cost. After further review, it is our opinion that there are no project components that could be redesigned to reduce the cost while still meeting the overall goal of the project. Considering that all three (3) bids are higher than the estimate, and only three (3) bids were submitted, while there were eleven (11) companies that requested and reviewed the plans. It is CMA's opinion that the cost submitted by Close Construction Services is the lowest amount that the City can successfully construct the project for at this time.

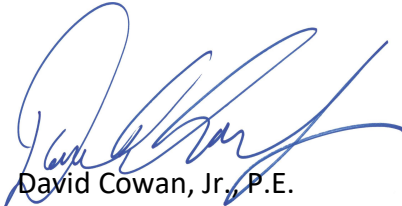
The references submitted by Close Construction Services were contacted as part of the bid evaluation. The reference check performed included questions verifying the type of work completed and contractor performance during the project. As of the date of this letter, two (2) of the references responded and commented on the quality of Close Construction Services' work performed. No responses at this time appear to be of the nature that would be unqualifying.

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900

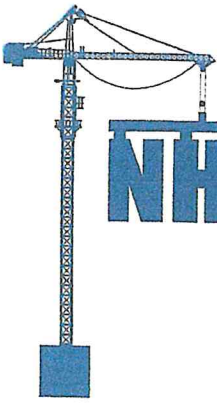


In conclusion, Close Construction Services was identified as the lowest bidder, is qualified to perform the work, and submitted bid prices reflective of the current market conditions. CMA recommends the award of this contract to Close Construction Services based on the unit prices submitted, for a total bid price of **\$1,097,282.00**.

Respectfully submitted,



David Cowan, Jr., P.E.
Senior Engineer
Chen Moore and Associates



NHG

SMITH INSURANCE & BONDS
A NIELSON HOOVER GROUP COMPANY

ACRISURE
AGENCY PARTNER

8/11/2023

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

RE: Close Construction Services, LLC
Project: Lake Worth- IFB#23-118 South Palm Park Sea Level Rise Mitigation Stormwater Pump Station

To Whom It May Concern,

The copy of the contract we received for the above referenced project was not dated. Accordingly, we could not date the bonds as the bonds cannot predate the contract.

Please accept this letter as your authority to date the bonds and power of attorney concurrent with the contract date. Please forward a copy of the dated bonds and power of attorney to our office via fax: 239.791.1074.

Please call our office with any questions.

Sincerely,

Matthew T. Smith
Attorney in Fact for Surety
Smith Insurance & Bonds

CITY OF LAKE WORTH BEACH
PAYMENT AND PERFORMANCE BOND
(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)

Surety Bond No. 800099171

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

CONTRACTOR:

Name: Close Construction Services, LLC
Principal Business Address:
305 NW 4th Ave.
Okeechobee, FL 34972
Telephone Number:
(863)467-0831

SURETY:

Name: Atlantic Specialty Insurance Company
Business Address:
605 Highway 169 North
Suite 800
Plymouth, MN 55441
Telephone Number: 239-243-9729

OWNER:

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

CONTRACT:

Date:

Amount: (\$ 1,097,282) One Million Ninety-Seven Thousand Two Hundred and Eighty-Two and 00/100 Dollars

Description (Name and Location):

Lake Worth- IFB#23-118 South Palm Park Sea Level Rise Mitigation Stormwater Pump Station

BOND

Date (Not earlier than Contract Date):

Amount: (\$ 1,097,282) One Million Ninety-Seven Thousand Two Hundred and Eighty-Two and 00/100 Dollars

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. IFB #23-118 with the City for the project South Palm Park Sea Level Rise Mitigation Stormwater Pump Station (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 31st day of July, 2023.

Sheryl L Wells
Witness

TCC
Principal

President, Thomas C Close

Title

(Corporate Seal)

Atlantic Specialty Insurance Company

Surety

[Signature]
Attorney-in-Fact
(Attach Power of Attorney)

Matthew T Smith

Print Name

(Corporate Seal)

Cathy Phan
Witness : Cathy Phan

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Matthew T. Smith, Heather Paruta, Jessica Martin, Cathy Phan**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

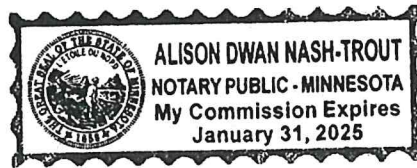
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By 
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 31st day of July, 2023.




Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

STAFF REPORT UTILITY MEETING

AGENDA DATE: August 29, 2023

DEPARTMENT: Water Utilities

TITLE:

Task Order No. 03 with Holtz Consulting Engineers, Inc. for South Palm Park Stormwater Pump Station Project

SUMMARY:

Task Order No. 03 with Holtz Consulting Engineers, Inc. for services during construction for the South Palm Park Sea Level Rise Mitigation Stormwater Pump Station Project for a total cost of \$128,845.00.

BACKGROUND AND JUSTIFICATION:

The City has been notified of and observed flooding during king tides and intense storm events at the eastern end of 18th Avenue South. An outfall to the Lake Worth Lagoon currently exists to drain the stormwater, however, when the tide is high or at a king tide, there is nowhere for the water to go. The City contracted with Chen Moore and Associates to design a stormwater pump station that will pump the water into the lagoon during these high flood events.

An associated item on this meeting is the award of the construction agreement with Close Construction Services for this project. Another item included on this meeting is to reallocate 2020 Non Ad Valorem Bond monies to cover the full construction cost for this project, as the bids came in higher than anticipated. Holtz Consulting Engineers, Inc. will provide services during construction including observation, grant administration, submittal review, requests for information and change order review.

MOTION:

Move to approve/disapprove Work Order No. 03 with Holtz Consulting Engineers, Inc. for services during construction for the South Palm Park Sea Level Rise Mitigation Stormwater Pump Station Project for a total cost of \$128,845.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order No. 03

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	128,845	0	0	0	0
Net Fiscal Impact	(128,845)	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	Collection	
GL Description	Improve other than Build	
GL Account Number	428-5090-538.63-15	
Project Number	NR1904	
Requested Funds	\$128,845	

TASK ORDER No. _____

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

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

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated 7/20/2023 and services are generally described as: South Palm Park Sea Level Rise Mitigation Project Services During Construction (the “Project”).

2.0 Scope

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

3.0 Schedule

The services to be provided under this Task Order shall be completed within 320 calendar days from the City’s approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of \$128,845. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is Stephen Fowler, P.E., phone (561)-575-2005; email: Stephen.Fowler@holtzconsulting.com; and, the Project Manager for the City is Julie Parham, P.E., phone (561) 586-1798; email: Jparham@lakeworthbeachfl.gov .

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Civil Engineering – Water) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated 3/28/23 (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: HOLTZ CONSULTING ENGINEERS, INC.

By: _____


[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 14 day of August, 2023, by **Holtz Consulting Engineers, Inc.** a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

April Xaros
Notary Public Signature

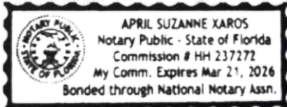
Notary Seal: 

Exhibit “1”



HOLTZ CONSULTING ENGINEERS, INC

~~July 20, 2023~~ Revised July 31, 2023

Julie Parham, P.E.
Assistant Water Utilities Director
City of Lake Worth
Water Utilities Department
301 College Street
Lake Worth, FL 33460

Subject: **City of Lake Worth Beach
South Palm Park Sea Level Rise Mitigation Project Services During Construction**

Dear Ms. Parham,

We are pleased to offer the following proposal for services during construction for the South Palm Park Sea Level Rise Mitigation project. This proposal includes construction management and inspection services for the construction of the stormwater pump station, discharge piping, and appurtenances as well as FDEP grant administration services for the project. The Scope of Services will consist of the following:

Task 1 – Services During Construction

During the construction phase of the project, Holtz Consulting Engineers, Inc. (HCE) will provide the following services:

- 1.1 Administer the City's Construction Contract with the Contractor in accordance with the General Conditions of the Construction Contract. This proposal is based on a construction contract time of 270 calendar days (9 months) to substantial completion and 300 (10 months) to final completion.
- 1.2 Direct the preconstruction meeting with the City, Contractor, and other interested parties and prepare meeting agenda and minutes.
- 1.3 Review and comment on shop drawings submitted by the Contractor (assume 25).
- 1.4 Provide the contractor with clarifications concerning questions about the Contract Documents and respond to Requests for Additional Information (RIAs) (assume 6). RIAs regarding the design intent will be answered by the design engineer (Chen Moore and Associates) and HCE will coordinate the Contractor's RIAs with design engineer and their responses.



- 1.5 Review and make the recommendations necessary for the approval or rejection of the Contractor's monthly payment applications (assume 10).
- 1.6 Conduct monthly progress meetings with the City and Contractor. Prepare and distribute meeting minutes to all attendees (8 meetings total).
- 1.7 Review Record Drawings submitted with each Pay Request and at completion of the project.
- 1.8 Prepare final documentation for Contract close-out.
- 1.9 General site inspections of the work such as demolition work, buried piping and valving, sitework, electrical work, instrumentation work, etc. This task includes periodic visits to the site to evaluate the Contractor's compliance with Contract Documents (Approximately 26 weeks of actual construction on an average of 12 hours per week plus six additional site visits for the Project Manager and Project Engineer) and to monitor progress.
- 1.10 Specific inspections at key points during construction including the installation of the new concrete structure, inspections for rebar and concrete placement, setting of pumps, and pressure testing of new mains.
- 1.11 Verify that the work has progressed to the substantial completion point in accordance with the Contract Documents. The Engineer will prepare a punch list of items remaining to be completed which will be attached to the Certificate of Substantial Completion.
- 1.12 Verify that the work items identified on the punch list prepared pursuant to the preceding subparagraph (1.11) and all other Work identified as being incomplete have been completed in accordance with the Contract Documents. HCE will ensure the final punch list is satisfactorily completed prior to approval of the Contractor's Final Payment Request.
- 1.13 HCE will subcontract with C&W Electrical Engineering Inc. to provide electrical engineering construction services.

Task 2 – Grant Administration Services

2.1 Project Set-Up & Ongoing Coordination

HCE will coordinate with City staff to obtain copies of final contractor documents (i.e., executed contract and Federal/State compliance forms) for submittal to FDEP. HCE will



assist in responding to FDEP Requests for Information (RFIs), including email and meeting coordination as needed.

2.2 Quarterly Reports & Monthly Reports

HCE will prepare the required quarterly reports throughout the contract duration. HCE will coordinate with City staff as necessary in the preparation and submittal of these reports. This proposal assumes the preparation of four (4) quarterly reports over the duration of the project construction, and twelve (12) monthly reports that are required as part of reimbursement request submittals.

2.3 Reimbursement Packages

HCE shall prepare the reimbursement packages for submittal to the FDEP. HCE will coordinate with City staff as necessary in the preparation and submittal of the documentation necessary for reimbursement to the City of grant funds. This proposal assumes the preparation of twelve (12) reimbursement packages, prepared on a monthly basis over the duration of the project construction.

2.4 Project Close-out

HCE shall assist in the preparation of the final project close-out report to FDEP. HCE will also coordinate with City staff in the collection and submittal of deliverables required for close-out of the grant project, including required certifications and final permit documents. This proposal assumes attendance by the project manager at one (1) final site visit with FDEP and City staff. HCE will also provide final file review and documentation to the City of Lake Worth Beach for compliance with grant documentation retention requirements.



HOLTZ CONSULTING ENGINEERS, INC

SCHEDULE

The above tasks will be completed according to following schedule:

Task 1 - Services During Construction	Throughout Construction Contract duration
Task 2 – Grant Administration Services	Throughout Construction Contract duration

COMPENSATION

Compensation will be in accordance with the attached budget summary (Attachment A) for a lump sum amount of \$128,845. Monthly progress payments will be authorized based on percent complete as determined by HCE and approved by the City.

Sincerely,

HOLTZ CONSULTING ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'S. Fowler'.

Stephen Fowler, P.E.

Attachment A: City Lake Worth Beach South Palm Park Sea Level Rise Mitigation Project Services During Construction Budget Summary

		Principal	Project Engineer (PE)	Project Engineer (ED)	Senior Designer	Construction Manager	Administrative Assistant	Subconsultant	Item Cost (Note Subconsultant fee is marked up 10%)	Task Cost
	Rate	\$220	\$160	\$120	\$135	\$160	\$85	-		
Task	Item	Hours						Fees		
1. Services During Construction	Pre-Construction Meeting Agenda, Attend and Minutes	2	3			2			\$1,240.00	\$89,875.00
	Coordinate with Owner and Contractor	12	16						\$5,200.00	
	Review Submittals (Assume 25)		10	20					\$4,000.00	
	Respond to RAIs (Assume 6)	2	6			3			\$1,880.00	
	Review Pay Requests and Progress Record Drawings (Assume 10)		5	10		5			\$2,800.00	
	Review CO Issues and Issue COs (Assume 3)	2	5			5			\$2,040.00	
	Attend Monthly Progress Meetings and Prep Minutes (Assume 8)	4	16			16			\$6,000.00	
	General Inspections Const. Mgr/Inspector (12 hrs/week for 26 weeks)					312			\$49,920.00	
	General Inspections for Engineer (Periodic during Construction. 6 visits total)	4	12						\$2,800.00	
	Specific Inspections for Installation of New Structure		4			4			\$1,280.00	
	Specific Inspection for Rebar and Concrete Placement					4			\$640.00	
	Specific Inspection for Startup and Testing of Pumps	2	2			2			\$1,080.00	
	Specific Inspection for Pressure Testing					2			\$320.00	
	Substantial Completion Inspection and Issue Punchlist		2			2			\$640.00	
	Monitor Punchlist Through Final Completion		2			2			\$640.00	
2. Grant Administration Services	Review Final Record Drawings		2	2		1			\$720.00	\$38,970.00
	System Startup and Evaluation		2	2		2			\$880.00	
	Electrical Subconsultant Construction Services and Coordination		2	2			1	\$6,500.00	\$7,795.00	
	Project Set-Up & Ongoing Coordination	8	8	8			10		\$4,850.00	
	Quarterly Reports (4 total) & Monthly Reports (12 total)	4	32	16			16		\$9,280.00	
	Reimbursement Packages (12 packages total)	4	48	48			24		\$16,360.00	
	Project Close-out (Final Report and Reimbursement Request, Document Deliverables and Coordination)	12	16	16			16		\$8,480.00	
		56	193	124	0	362	67	6500		
		Total Engineering Fee								\$128,845.00