



AGENDA
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETINGS
CITY HALL COMMISSION CHAMBER
TUESDAY, APRIL 26, 2022 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Reinaldo Diaz.

AGENDA - Additions / Deletions / Reordering:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

A. [March 29, 2022](#)

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

- A. [Change Order 1 with Radise International LC for the Lake Worth Beach Test Wells Project](#)
- B. [Change Order 1 with Globaltech, Inc. for the South Booster Pump Station Improvements Project](#)

NEW BUSINESS:

- A. [Exercise of City's extension rights under the OUC Supplemental Energy and Capacity Agreement](#)
- B. [Purchased Power Cost Adjustment \(PCA\)](#)
- C. [First Amendment to LE Myers Work Order No. 9](#)
- D. [Ratification of Work Order No. 60 with NuCAT Corp. for emergency repairs on the Canal Substation Transformer](#)
- E. [Work Order No. 3 with Hooper Corp., for Main Yard Control House construction services](#)
- F. [Purchase Order with Systems With Intelligence](#)
- G. [Task Order No. 13 with WGI, Inc. to complete surveying services for the Intercoastal Waterway distribution crossing](#)
- H. [Second Amendment with Dis-Tran Steel LLC., for the Canal 138kV Switchyard steel structures](#)

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

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

**MINUTES
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MARCH 29, 2022 - 6:00 PM**

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

ROLL CALL: (1:02) Present were Mayor Betty Resch, Commissioners Sarah Malega, Christopher McVoy, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Christy L. Goddeau and City Clerk Melissa Coyne.

PLEDGE OF ALLEGIANCE: (0:35) led by Commissioner Christopher McVoy.

AGENDA - Additions/Deletions/Reordering: (01:20)

Consent item D, Amendment #4 to the Paymentus Agreement was moved to New Business G and the current New Business item G will now be item H. A staff update was added to the end of the meeting.

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

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

PRESENTATIONS: (08:42) (there is no public comment on Presentation items)

A. National League of Cities (NLC) Service Line Warranty Program

APPROVAL OF MINUTES: (24:37)

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

- A. Electric Utility - January 25, 2022
- B. Electric Utility - February 22, 2022

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

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (26:07)

CONSENT AGENDA: (32:52) (public comment allowed during Public Participation of Non-Agendaed items)

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

- A. Second Amendment with Chen, Moore and Associates, Inc. for Engineering Design and Construction Management Services for the City's Four-Year Neighborhood Road Bond Program.
- B. Purchase Order with Jet-Vac Equipment Company for High Pressure Sewer Cleaner
- C. Agreement with Florida Department of Transportation for utility relocations for the SR-9/I-95 @ 6th Avenue South Project
- D. (moved to New Business G) Amendment #4 to the Paymentus Agreement to increase the maximum transaction amount for customer utility payments made using the Paymentus Payment Portal from \$500.00 to \$1,000.00 and to \$20,000.00 for ACH/eCheck

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

NEW BUSINESS: (32:57)

- A. Task Order 8 with Kimley-Horn and Associates, Inc. for the Lake Worth Beach Watermain Directional Drill Project (33:00)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve Task Order 8 with Kimley-Horn and Associates, Inc. for the Lake Worth Beach Watermain Directional Drill Project.

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

- B. Task Order No. 6 with Power Engineers, Inc. to complete engineering design and permitting for the Intercoastal Waterway distribution crossing. (35:20)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve Task Order No. 6 with Power Engineers, Inc. to complete engineering design and permitting for the Intercoastal Waterway distribution crossing.

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

- C. Ratification of Work Order No. 59 with NuCAT Corp. for emergency repairs on the 6th Ave. South Substation Transformer. (45:53)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve the ratification of Work Order No. 59 with NuCAT Corp. for emergency repairs on the 6th Ave. South Substation Transformer.

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

D. Resolution No. 20-2022 – removing 1.5% Cap from Net Metering Program. (46:10)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 20-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE ELECTRIC UTILITY RULES AND REGULATIONS FOR INTERCONNECTION UNDER ITS NET METERING PROGRAM TO REMOVE THE PREVIOUSLY ESTABLISHED 1.5% CAP ON INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS AT SYSTEM PEAK; PROVIDING FOR REPEAL OF CONFLICTS AND AN EFFECTIVE DATE.

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Resolution No. 20-2022 removing the 1.5% Cap from the Net Metering Program.

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

E. First Amendment to LE Myers Work Order No. 7. (1:05:01)

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

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

F. Work Order No. 2 with Hooper Corp. for the Main Substation bus insulator and switch replacement project. (1:10:42)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Work Order No. 2 with Hooper Corp. for the main substation bus insulator and switch replacement project.

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

G. (moved from Consent D) Amendment #4 to the Paymentus Agreement to increase the maximum transaction amount for customer utility payments made using the Paymentus Payment Portal from \$500.00 to \$1,000.00 and to \$20,000.00 for ACH/eCheck (1:10:57)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Amendment #4 to the Paymentus Agreement to increase the maximum transaction amount for customer utility payments made using the Paymentus Payment Portal from \$500.00 to \$1,000.00 and to \$20,000.00 for ACH/eCheck.

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

The meeting recessed at 7:32 PM and reconvened at 7:40 PM.

H. (moved from New Business G) Electric Utility Reliability, System Hardening and Reliability Improvement Program, and Projects Identified for Funding Under the Proposed Series 2022 Utility Revenue Bond. (1:39:10)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to extend the meeting until 11:00 PM.

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

UPDATES: (4:02:18)

ADJOURNMENT: (4:16:38)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 10:18 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: April 26, 2022

Item time stamps refer to the recording of the meeting which is available on YouTube.

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: March 29, 2022

DEPARTMENT: Water Utilities

TITLE:

Change Order 1 with Radise International LC for the Lake Worth Beach Test Wells Project

SUMMARY:

Change Order 1 with Radise adds 254 days of contract time and \$34,570 to the Lake Worth Beach Test Wells Project.

BACKGROUND AND JUSTIFICATION:

The City is in the process of determining the best locations for new surficial water wells to provide raw water to the water treatment plant. The well locations are based on water quality and well formation. The City contracted with Radise International LC to drill test wells in two locations, 3rd Ave N between N A and N B Street and 5th Ave N between N A and N B Streets and take water samples. During construction, the contractor was unable to get representative water quality samples using a couple of methods proposed to collect the samples due to well formation and construction methods. The contractor has subcontracted with All Webbs to collect the water quality samples via packer testing now and will need an additional 254 days from the original contract completion to complete the work. Radise reached out to numerous drilling firms over the past several months to assist with this water quality sampling but found that many well drilling contractors were too busy and not interested in such a small task.

MOTION:

Move to approve/disapprove Change Order 1 with Radise International, LC for 254 additional days of contract time and \$34,570 added to the project cost.

ATTACHMENT(S):

Fiscal Impact Analysis
Change Order 1



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

CHANGE ORDER

Project Number: __WT2100_____ **Contractor:** __Radise International_____

Project Name: __Test Wells 17B and 18B_____

Change Order Number: __1__

Change Order Effective Date: _____ **Contractor Phone:** __561-841-0103_____

Change Order Type: __unit price/lump sum__ **Existing Purchase Order Number:** __186106__

Description of Change:

The contractor experienced issues pumping enough water to obtain quality water samples from the test wells 17B and 18B they drilled to be reviewed by the City for scoping a new surficial raw water well location. New sampling tools were used as a first effort and minimal cost, but quality samples were still not achieved utilizing the sonic core and discrete sampler. As such, Radise reached out to other subcontractors to propose to do packer testing, which is All Webbs and their proposal is included for reference. The contractor experienced no response and delayed responses from the subcontractors while researching and trying to complete the project and provide the City with accurate water quality samples from the surficial aquifer. The request includes an additional 254 days to complete the project.

1	2	3	4	5	6
Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
	All Webbs Packer Testing	1	LS	\$30,000	\$30,000
	Revised sampling method Earthtech	1	LS	\$4,081	\$4,081
	Grout holes	1	LS	\$5,150	\$5,150
	Laboratory testing	1	LS	\$3,810	\$3,810
	Geotechnical Data Report	1	LS	\$2,500	\$2,500
	Remaining balance from original project PO #186106				(\$10,971)
	Total Amount:				<u>\$ 34,570</u>



Price of Original Contract: \$107,971 (authorized by Commission on 6/23/21 Agenda Item (#))

Current Price of Contract (including Change Orders): \$107,971

Price of Current Change Order: \$34,570

New Contract Price: \$142,541

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


Contract Time Change

No Change Extended Decreased by 254 work days

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

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

Reviewed and Accepted by: RADISE International, LC / Andrew Nixon
(Contractor Name)

 _____ Contractor Representative (Signature)	<u>Vice President</u> Title	<u>March 14, 2022</u> Date
---	--------------------------------	-------------------------------



Approved by: ^{Brian Shields} _____	<u>4/14/22</u> Date
Water Department Director	



IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. 1 to the Test Wells 17B and 18B Project on _____, 20 .

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

Signature: *Brian Shields*
Brian Shields (Apr 14, 2022 10:31 EDT)

Email: bshields@lakeworthbeachfl.gov



January 11, 2022

Radise International, LC
4152 West Blue Heron Blvd, Suite # 1114
Riviera Beach, FL 33404 USA
www.radise.net

Project: Lake Worth Beach Packer Testing

All Webb's Enterprises Inc. is pleased to present a proposal to Packer Test two 4-inch wells in Lake Worth Beach. This work will be to assist Stantec in collecting water samples from discrete 10 ft intervals. The intervals for Well 17B will be 50-60 feet, 60-70 feet, 130-140 feet, 170-180 feet and 220-230 feet. The intervals for Well 18B will be 40-50 feet, 50-60 feet, 140-150 feet, 170-180 feet, 180-190 feet, 210-220 feet, 230-240 feet and 240-250 feet. Development water will be limited and disposed of on the ground in a safe manner. The price to complete this work is \$30,000 assuming the work can be completed in 5 days. Any additional work will be negotiated at the time.

Should you have any questions or concerns, please do not hesitate to contact Jason Mraz at 561-735-1882 (cell) or 561-746-2079 (office).

Sincerely,

Jason Mraz
Project Manager

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: April 26, 2022

DEPARTMENT: Water Utilities

TITLE:

Change Order 1 with Globaltech, Inc. for the South Booster Pump Station Improvements Project

SUMMARY:

Change Order 1 with Globaltech, Inc. adds 90 days of contract time and \$9,800 to the South Booster Pump Station Improvements Project.

BACKGROUND AND JUSTIFICATION:

Globaltech is currently constructing improvements to the Water Utility's South Booster Station ground storage tank and pump system. The pump that is ordered as part of this project has experienced a longer than usual lead time for shipping and arrival to the project site due to COVID and other conditions, and as such the contractor will need additional time to complete the project. Additional coating work is also recommended on the tank as the contractor has begun work on it. Change Order 1 includes 90 additional days and \$9,800 added to the project.

MOTION:

Move to approve/disapprove Change Order 1 with Globaltech, Inc. for 90 additional days of contract time and \$9,800 added to the project cost.

ATTACHMENT(S):

Fiscal Impact Analysis
Change Order 1



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

CHANGE ORDER

Project Number: WO-07

Contractor: Globaltech, Inc.

Project Name: South Booster Pump Station Improvements

Change Order Number: 01

Change Order Effective Date: _____

Contractor Phone: 561-997-6433

Change Order Type: Addition

Existing Purchase Order Number: 186769

Description of Change:

The work associated with this change order includes the following:

- Material shipping delay for the pump adding
- CROM additional work for coatings and fall arrest anchor plate
- This additional work and delay will add 90 days to the contract time:
 - Substantial Completion: 7/24/22
 - Final Completion: 9/7/22

1	2	3	4	5	6
Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
1	CROM Additional Work	1	LS	\$9,800.00	\$9,800.00
2		1	LS		
	Total Amount:	<u>1</u>	<u>LS</u>	\$9,800.00	\$9,800.00

Price of Original Contract: \$339,057.36 (authorized by Commission on 9/27/21 Agenda Item (#))

Current Price of Contract (including Change Orders): \$339,057.36

Price of Current Change Order: \$9,800.00

New Contract Price: \$348,857.36

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

Contract Time Change

No Change Extended Decreased by 90 work days

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

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

Reviewed and accepted by David Schuman, P.E.
(Contractor Name)


Contractor Representative (Signature)

Vice President of Engineering
Title

4/1/2022
Date

Approved by: _____
(Department Director) (Date)

IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. 1 to the _____ Project on _____, 2022.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director



Purchase Order

Purchase Order #: 172327-2

Project #: 172327

Date: 01/25/2022

*Purchase order number must be referenced on all invoices or they will not be processed.

Attention: Roger Burna
Vendor: Hudson Pump & Equipment
P.O. Box 409897
Atlanta GA 30384-9897

Project Name: LWB S. Booster Pump Station
Ship To: 1600 South E Street
Attn: Eddie Lauth/GT
Lake Worth FL 33460

Ordered By: 7 - Edward Lauth, III

Expected Delivery:

Due Terms: 23DY

Description	Quantity	Unit Price	Amount
Pump, Xylem/Goulds Water Technology Model eSH	2.00	4,160.00	8,320.00
Day, Start-Up and Training	1.00	1,500.00	1,500.00
PBC Sales Tax 6% (Materials Only)	1.00	499.20	499.20
PBC Surtax	1.00	50.00	50.00
		Subtotal:	10,369.20

Notes:

- * Please email all submittals as soon as they are available to: Submittal@Globaltechdb.com
- * Contact Eddie 48hrs prior to delivery 863-634-7070

Terms: All changes to quantity, specification or price must be approved in writing by Globaltech. All materials/services must be delivered to job site unless otherwise instructed in writing by Globaltech. Failure to deliver materials or services in a timely fashion will release Globaltech from any obligation to purchase implied by this order. Sales to Globaltech are subject to sales tax. All quotes given to Globaltech reflect applicable sales tax in this PO on non-service items and subsequent bills will not exceed Purchase Order amount.

Subtotal:	10,369.20
Sales Tax:	0.00
Total Order:	10,369.20



Pump & Equipment

A Division of Tencarva Machinery Company

3524 Craftsman Boulevard • Lakeland, FL • 33803

Tel: (863) 665-7867 • Fax: (863) 666-5649

Municipal Division

Quote No: 111021RB3
 Company: Globaltech, Inc.
 Location: For Lake Worth
 Attn: Amir Keyvanzad
 Phone: (561) 997-6433
 Mobile: (617) 860-9089
 From: Roger Burna

Date: 01/21/22
 No. Pages: 1
 Your No.: E-mail received on 01/21/22
 e-mail: Amir@globaltechdb.com
 Terms: N30
 F.O.B.: Destination
 Freight included

Conditions of Service:

We are pleased to quote as follows:

qty	Description	Price Each	Extension
2	Pump, Xylem/Goulds Water Technology Model eSH, Product No. 25SH06E02T4D2, Size 2-1/2x3-6, imp dia 5-3/4", Std. Seal, 2 HP, 1750 RPM, 60 Hz, 3 phase, 208-230V, TEFC, Premium Efficient Motor	\$4,160.00	\$8,320.00
1	Day, Start-Up and Training	\$1,500.00	\$1,500.00

Quote Valid 90 Days - Taxes are Not Included

With the following notes:

1. Freight is included.
2. Delivery: 18-20 weeks.

Estimated Delivery Time : 6/24/2022
 Proposed Substantial Completion: 7/24/2022

Best Regards,

Roger Burna

HUDSON PUMP & EQUIPMENT

phone: (863) 665-7867

fax: (863) 666-5649

e-mail: rburna@tencarva.com

visit us at www.hudsonpump.com

March 3, 2022

Via Email: Amir@globaltechdb.com

Amir Keyvanzad
GlobalTech
6001 Broken Sound Parkway NW, Suite 610
Boca Raton, FL 33487

Subject: Change Order Proposal No. 1 – Repair Interior Wall
CONTRACT # 172327-1 - Lake Worth, Florida
CCR Job No. 2021-R-080

Dear Mr. Keyvanzad:

CROM Coatings and Restorations, a Division of CROM, LLC ("CCR"), is submitting this change order for the work as described below in accordance with all applicable codes and standards including OSHA, AWWA, SSPC, and NACE standard practices.

1. SERVICES TO BE FURNISHED BY CCR

CCR proposes to furnish all supervision, labor, material, equipment, and scaffold required to complete the work, except as noted in Paragraph 3. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the following tank:

- 500,000 Gallon Ground Storage Tank
70'-0" ID x 17'-5" SWD
(CCR Job No. 1973-M-034)

A. Mobilization.

B. Repair up to 50 SF of the interior wall by mechanically removing corrosion, applying Sikadur 31 at the diaphragm, applying Sikatop 123 repair mortar with a high strength-bonding agent to build back repaired areas followed by two coats of Sika Seal 107 at repaired locations.

C. Tank Cleaning to Meet the Requirements of Florida Administrative Code 62-555.350: Rinsing of up to **1" of soft silty sediment only** from the previously drained tank interior sufficiently so that they are clean enough to inspect. This requires that others provide either a fire hydrant or other 2-inch hose connection to CCR and assumes that the wash water can be disposed of onsite through the tanks' piping. Tank disinfection in accordance with AWWA C652.

D. **OPTION:**

- a. Hydro blast the interior wall to remove delaminated concrete.
- b. Apply two coats of Sika Seal 107 to interior wall and 4 feet of floor from the wall-floor connection.

2. COMMENCEMENT AND COMPLETION

Upon your execution of this change order, CCR will be prepared to start work **20 days** after approval of our submittal information; and will undertake to furnish sufficient labor, materials, and equipment to complete this work within approximately **8 days for full scope** working time thereafter. **Acceptance of this change order proposal will add the aforementioned time to the current contract duration.**

3. MATERIALS AND SERVICES FURNISHED BY OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

- A. Adequate access to the tank including open storage space for our equipment and materials, conveniently located near the tank to be modified/repaired.
- B. A continuous supply of potable water under pressure for the use of the cleaning crew within 100 feet of the tank site.
- C. A continuous supply of electricity during the period of the cleaning: one 30-AMP, 110-volt service for the operation of our power tools and accessories, located not more than 100 feet from the tank. Please be sure that all circuit breakers are ground-fault protected.
- D. Complete lock-out and tag-out of the subject tank prior to personnel entering the tanks. The Client will be required to provide all materials for this process. The Client will be responsible for demonstrating to CCR that the lock-out procedure is complete and the tank is rendered "safe" before CCR will perform air quality testing to enter the tank(s).
- E. Any permit or other fees from any AHJ as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.
- F. All professional engineering services.

4. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum pricing of:

Mobilization	\$ 1,000.00	
Repair Interior Wall (50 SF)	\$ 9,400.00	
Washdown and Disinfect Interior	\$ 5,900.00	
Total	\$16,300.00	\$9,400.00
Option Full Wall Coating		
Hydro Blast Interior Wall	\$ 5,400.00	
Interior Wall Coating	\$32,000.00	
Option Total	\$7,400.00	

- *Subtract mobilization if work can be performed while executing another contracted SOW with a mobilization included.*

Periodic and final payment, including any retention, shall be made within **7 days** from the date our work is completed or the billing is received, or in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36th Terrace,

From: [Amir Keyvanzad](#)
To: [Rachael Cloyd](#)
Subject: FW: 2021R080 Lake Worth, FL Safety Anchor Plate
Date: Monday, April 4, 2022 8:40:39 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
Importance: High

Hi Rachael,

Here is the CROM proposal for the Fall Arrest Anchor Plate. I think you already have the GST Tank Wall repair proposal.

Regards

Amir Keyvanzad

From: Yonathan Gomez-Diaz <ygomezdiaz@CromCorp.com>
Sent: Wednesday, March 30, 2022 5:28 PM
To: Amir Keyvanzad <Amir@globaltechdb.com>
Cc: Brett F. Bohannon <bfb@CromCorp.com>
Subject: 2021R080 Lake Worth, FL Safety Anchor Plate
Importance: High

Amir

Per our conversation, we are prepared to install one Safety Anchor Plate on the dome for \$400.00 next week. Please confirm that you agree with the price, and want us to proceed with the change order paperwork.

Sincerely,

Yonathan Gomez | Project Manager



250 SW 36th Terrace, Gainesville, FL 32607
(C) 352.318.8862 (O) 352.372.3440 (F) 352.372.6209
ygomezdiaz@cromcorp.com | www.cromcorp.com

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Gainesville, Florida 32607. All costs for third party contracts and billing management services, or use of any software, as may be required by the Customer or Owner, will be added to the Contract Price, by change order. Final payment shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1½% per calendar month, or any fraction thereof until received in our office.

If CCR does not receive payment within 7 days after such payment is due, as defined herein, CCR may give notice, without prejudice to and in addition to any other legal remedies and may stop work until payment of the full amount owing has been received. The Proposal Amount and Time shall be adjusted by the amount of CCR's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate change order.

Any reasonable legal or other expense necessary for the enforcement of this Proposal or for the collection of monies due shall be borne by the party at fault. If sales tax is excluded from our price, or on materials contained in our price, in accordance with project specifications, such exclusion is subject to receipt of adequate tax exemption documents from you or the project owner prior to commencement of Work to allow for our application of same. If proper tax exemption documentation is not received or is not adequate to provide exemption, we reserve the right to receive reimbursement of all sales tax CCR is obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

5. ACCEPTANCE

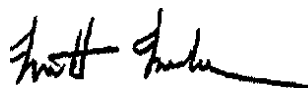
This change order proposal is offered for your acceptance within **30 days** from the change order proposal date. We reserve the right after that period to amend our pricing to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this change order proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This change order shall be made a part of the original contract agreement.

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC



Yonathan Gomez
Project Manager



Brett Bohannon
Regional Manager

/mkr

ACCEPTED

PRINT: _____

TITLE: _____

DATE: _____

Original Contract Value: \$84,777.00

Net Previous Change Orders: \$0.00

Value This Change Order: \$9,800.00

New Contract Value: \$94,577.00

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: April 26, 2022

DEPARTMENT: Electric Utility

TITLE:

Exercise of City's extension rights under the OUC Supplemental Energy and Capacity Agreement

SUMMARY:

City's initial Term under the Agreement with Orlando Utility Commission (OUC) expires December 31, 2022. Under the Agreement, City has until June 1, 2022 to exercise its extension rights for an additional one-year Extension Term of Calendar Year 2023.

BACKGROUND AND JUSTIFICATION:

The City's electric utility provides electricity to its customers using a variety of electric production resources. Among them are the City's entitlements in various Florida Municipal Power Agency (FMPA) projects, the City's own solar farm build atop City's closed landfill, the City's power plant, and a contract with Orlando Utilities Commission for supplemental energy and capacity effective 1/1/2019 with a term of up to seven years ("OUC Agreement"). City's electric generation entitlements and/or contracts with FMPA include participation in the St. Lucie Project, Stanton I and II Projects, and two FMPA Municipal Solar Projects which begin delivering electric energy to City in 2023.

OUC's selection as City's provider of supplemental energy and capacity was the result of City's competitive bid process conducted in 2018 and which has resulted in an estimated \$9 million per year in savings to City. City's competitive agreement with OUC has played a large role in City's achieving residential electric utility rates ranked among the lowest in the state of Florida. The OUC Agreement typically provides for approximately 50% of the City's electric supply annually.

The term of the OUC Agreement is comprised of an Initial Term of four (4) years expiring December 31, 2022, with extension rights for up to three (3) one-year terms which if exercised extend the overall term until December 31, 2025. Under the OUC Agreement, OUC performs various tasks on behalf of City, among them are: A) OUC coordinates, schedules, and dispatches electric energy to the City to supplement energy supplied from the City's contractual entitlements described in the opening paragraph above; B) OUC schedules and dispatches the City's power plant units in the Florida Municipal Power Pool ("FMPP") for City and/or FMPP benefit; C) OUC provides City with electric capacity as nominated by City annually and monthly in order for City to remain in compliance with regulatory requirements for electric generation reserves; and D) OUC arranges for and schedules electric energy deliveries to City via the FPL network transmission system.

City's Electric Utility Staff is pleased with OUC's performance under the agreement, the flexibility the OUC Agreement provides City in its ability to vary electric capacity nominations monthly to match changes in system requirements, the accuracy, transparency, and ease of verifying monthly billings, and the competitive pricing and measurable savings achieved on behalf of City's electric utility customers.

MOTION:

Move to approve/disapprove the exercise of City's right to a one-year extension of the OUC Agreement and for Staff to provide such notification to OUC by June 1st, 2022

ATTACHMENT(S):

Fiscal Impact Analysis

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	\$12,094,016	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 0	 \$12,094,016	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account 401-6031-531-34-20, pending approval of the FY 2023 annual operating budget.

C.

Account Number	Department Name	Division Name	Account Description	Project Number	FY23 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
401-6031-531-34-20	Electric	Power Plant	Contractual Servc/Purchase Power	N/A	\$12,094,016	N/A	N/A	-\$12,094,016	\$0

**AGREEMENT FOR BASE, INTERMEDIATE AND PEAKING
PURCHASE AND SALE
OF ELECTRIC ENERGY AND CAPACITY,
BETWEEN
THE CITY OF LAKE WORTH
AND
ORLANDO UTILITIES COMMISSION
[REDACTED COPY]**

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**AGREEMENT FOR BASE, INTERMEDIATE AND PEAKING PURCHASE AND SALE
OF ELECTRIC ENERGY AND CAPACITY**

This AGREEMENT FOR BASE, INTERMEDIATE AND PEAKING PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY (this "Agreement") is entered into as of the: day of _____, 2018, by and between THE CITY OF LAKE WORTH, a municipal corporation in the State of Florida, duly constituted under Florida law ("LAKE WORTH"), and the ORLANDO UTILITIES COMMISSION, a municipal quasi-governmental agency organized under the State of Florida ("OUC"). LAKE WORTH and OUC are referred to also individually as a ("Party"), or collectively as the ("Parties")

WHEREAS, LAKE WORTH is a public agency and it owns and operates electric utility and related generation, transmission and distribution assets and properties;

WHEREAS, OUC is a public agency and it owns and operates electric utility and related generation, transmission and distribution assets and properties;

WHEREAS, LAKE WORTH is seeking Base Product, Intermediate Product and Peaking Product (Electric and Capacity) wholesale power supplies ("Wholesale Electric Service") to serve its Load Obligations (as defined below) to its customers and to that end has issued an Invitation To Negotiate ("ITN") for the provision by third parties of such power supplies;

WHEREAS, LAKE WORTH has evaluated the proposal submitted by OUC as one of the lowest and best proposal received in response to the ITN and the supply of a portion of the wholesale power by OUC will help to enable LAKE WORTH to fulfill a municipal purpose to deliver a reliable supply of electricity to customers in its service territory;

WHEREAS, Lake Worth is the owner of an electric generating plant in Lake Worth, Florida, currently consisting of ten generating units with a total summer rating capacity of 91.98 MW, as follows: The capacity of each unit is: Unit GT1, 26 MW; Unit GT2 & S5, 29.28 MW; Unit S3, 25.0 MW; Unit M 1-5, 10.0 MW, and the Lake Worth Solar, 1.7MW AC. Units GT2 and S5 normally operate together in combined-cycle operation and are referred to collectively as the "Lake Worth CC". These generating units are hereinafter referred to collectively as the "Lake Worth Power Plant"; and

WHEREAS Lake Worth has ownership shares under contracts with the Florida Municipal Power Agency ("FMPA") through the St. Lucie 2 Project (22.0 MW) and Stanton 1 Project (10.5 MW) , as well as a 10 MW PPA share in a Solar Project referred to as "Generation Entitlement Contracts". Generation Entitlement Contracts and the energy and capacity generated by the Lake Worth CC are referred to in this Agreement collectively as the "Generation Entitlements". Generation Entitlements shall be amended as changes in generation such as up-rates or down-rates are applied to each Unit. The Solar Project shall receive credit per Prudent Utility Practice. For example during the summer months the Solar Project shall have 50% credit of max generation.

WHEREAS, OUC wishes to supply Wholesale Electric Service to LAKE WORTH to enable LAKE WORTH to meet its Load Obligations to its customers, and LAKE WORTH desires to acquire such power supplies from OUC, on the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing, the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OUC and LAKE WORTH agree as follows:

ARTICLE 1 - DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article 1 unless the context clearly requires otherwise.

“Ancillary Services” shall mean interconnected operations services identified by the Federal Energy Regulatory Commission or other regulatory bodies or agreements as necessary to effect a transfer of capacity and energy from OUC to LAKE WORTH which OUC provides hereunder from time to time, as are further described in Appendix A.

“Base Product” shall be up [REDACTED] every hour and associated energy delivered during the Term (as nominated per Article 5(c))

“Capacity” shall have the meaning as the highest 60 minute integrated peak for the month

“Capacity Charge” shall have the meaning set forth in Section 6.1

“Capacity Credit” shall mean the Entitlement Credit for St. Lucie, Stanton and the Lake Worth CC (or in simple cycle mode) totaling up to 61.78 MW. In the event of certain conditions, Lake Worth’s S3 may be a substitute Capacity replacement for the Combined Cycle unit at a value of 25.0 MW. The Capacity Credit represents the MW floor for determining capacity charges.

“Capacity Nomination - Annual” shall mean the Capacity amount in MW nominated by Lake Worth to be purchased for each month. This nomination is provided by June 1, prior year. For example, the Capacity Nomination – Annual for Calendar year 2020 shall be provided by no later than June 1, 2019.

“Capacity Nomination - Monthly” shall mean the Capacity amount in MW that might be nominated by Lake Worth to be purchased for a particular month. This nomination can be exercised 30 days prior the beginning of any subsequent month.

“Capacity Rates” shall be the Capacity Rate-Base, the Capacity Rate-Intermediate and the Capacity Rate Peaking.

“Capacity Rate-Base” shall mean \$/MW/Month for the Base Product under Appendix A

“Capacity Rate-Intermediate” shall mean \$/MW/Month for the Intermediate Product under Appendix A

“Capacity Rate-Peaking” shall mean \$/MW/Month for the Peak Product under Appendix A

“Charges” shall mean the Capacity Charge, the Fuel Energy Charge, the Non-Fuel Energy Charge, the Ancillary Services charge, and other charges as allowed by this Agreement.

“Claims” shall mean all third-party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity under this Agreement, and the resulting losses, damages, expenses, third party attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

“Dispatchable Units” shall refer to S3 and the Lake Worth CC unit, which will be made available for dispatch as needed.

“FPL” shall mean Florida Power and Light Company.

“FPL Transmission Agreement” means a transmission agreement executed by and between LAKE WORTH and FPL for the transmission of Wholesale Electric Service from the Delivery Point(s) to the Metering Point(s).

“Delivery Point(s)” shall mean the points of interconnection between FPL and OUC or other points as agreed to by the Parties.

“Economic Dispatch” shall mean accepted utility practices for the dispatching of generating assets to meet the Florida Municipal Power Pool (“FMPP”) system load based upon the lowest possible cost, subject to transmission and operational constraints. Dispatch variables such as startup costs, heat rate, and Variable O&M costs will be updated as necessary but must follow FMPP protocol

“Effective Date” shall mean the date on which the last Party executes the Agreement.

“Fuel Energy Charge” shall have the meaning set forth in Section 6.1.

“Fuel Energy Rate” shall have the meaning set forth in Appendix A.

“Event of default” shall have the meaning, with respect to OUC set forth in Section 15.1, and, with respect to LAKE WORTH set forth in Section 15.2, of this Agreement.

“FERC” shall mean the Federal Energy Regulatory Commission.

“Firm Load” shall mean service with priority equal to that of OUC's retail customers and other OUC wholesale customers with service from OUC system resources equivalent to that of retail customers of OUC.

“Florida PSC” shall mean the Florida Public Service Commission.

“FMPP” shall mean the Florida Municipal Power Pool.

“FRCC” shall mean the Florida Reliability Coordinating Council, Inc.

‘

“Interest Rate” shall have the meaning set forth in Section 6.2(b).

“Intermediate Product” shall be [REDACTED] of capacity every hour and associated energy delivered during the Term (as nominated per Article 5(c)).

“KWh” shall mean kilowatt-hour.

“MWh” shall mean Megawatt-hour or 1,000 KWh.

“Letter of Credit” shall mean one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody's, in a form reasonably acceptable to the Party in whose favor the letter of credit is issued, the costs of which shall be borne by the applicant therefor.

“Load Obligations” shall mean the power supplies required for LAKE WORTH to meet its obligations to provide retail electricity service in its electric service territory, including power supplies consumed by LAKE WORTH's municipal facilities, required reserves, and FPL transmission losses.

“Meters” shall have the meaning set forth in Section 7.1.

“Metering Point(s)” shall mean the point(s) of interconnection between the FPL transmission system and the LAKE WORTH transmission system.

“Minimum Base Capacity” shall mean for the months of January, February March November and December, 15 MW per month as the

minimum amount of capacity to be purchased each month . For the months of April, May, June, July August, September and October, the Minimum Base Capacity shall be 25 MW per month

“Monthly Peak Load” shall mean the highest Load Obligation for Lake Worth for any 60 minute integrated reading during the calendar month. The highest hour load shall determine the monthly peak load except as described in Section 6.1(b).

“Monthly Wholesale Electric Capacity” shall mean the combination of the Base, Intermediate and/or Peaking Product(s) for each calendar month.

“Monthly Wholesale Electric Energy” shall mean the MWhs delivered at the Delivery Point(s) during each calendar month.

“Non-Fuel Energy Charge” shall have the meaning set forth in Section 6.1.

“Non-Fuel Energy Rate” shall mean the rate as specified in Appendix A.

“Party” and “Parties” shall have the meaning set forth in the first paragraph.

“Payment Date” shall have the meaning set forth in Section 6.2(b).

“Peaking Product” shall be up to 40 MWs of capacity every hour and associated energy delivered during the Term (as nominated per Article 5(c)).

“Prudent Utility Practice” shall mean any of the applicable practices, methods and acts (i) required by the rules, regulations, policies and standards of state regulatory authorities having jurisdiction relating to emergency operations or otherwise required by applicable law; or (ii) otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period; which in each case in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, safety, environmental protection, economy, and expedition. Prudent Utility Practice is intended to be acceptable practices, methods or acts generally accepted and lawful in the region, and is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others.

“Rates” shall mean the Capacity Rates, the Monthly Fuel Energy Rates and the Non-Fuel Energy Rate.

“Requesting Party” shall have the meaning set out in Section 18.2.

“S3” shall have the meaning of the Lake Worth unit S3 at a Capacity Rate of 25.6 MW.

“Service Date” shall mean the later of a) the date on which the conditions precedent under Section 12.1 and 12.2 have been satisfied or waived in writing by the applicable Party and (b) January 1, 2018.

“Substitute Capacity” shall mean the substitution by Lake Worth of the S3 unit for the Lake Worth CC (or running the Lake Worth CC under simple cycle mode) with a value of 25.0 MW for S3 and or 19.5 MW for the simple cycle mode).

“Supplemental Energy and Capacity Costs” shall have the meaning set forth in Section 4.2.

“Term” shall mean the period from the Service Date until December 31, 2025, unless sooner terminated in accordance with the terms of this Agreement.

“Transmission Service” shall mean FPL Network Integration Transmission Service between the Delivery Point(s) and LAKE WORTH transmission ties with FPL.

“Wholesale Electric Capacity” shall mean no less than 15 MWs of electric capacity (For the Months of January, February, March, November and December) Otherwise it shall be no less than 25MW of electric Capacity as made available to LAKE WORTH by OUC at the Delivery Point(s) during the Term and under the terms and conditions of this Agreement.

“Wholesale Electric Energy” shall mean electric energy delivered by OUC at the Delivery Point(s) during the Term and under the terms and conditions of this Agreement.

“Wholesale Electric Service” shall have the meaning set forth in Article 2.

ARTICLE 2 - WHOLESALE ELECTRIC SERVICE

Commencing on the Service Date and during the Term, in accordance with the terms and subject to the conditions hereof, OUC shall provide and deliver Wholesale Electric Service (at the Delivery Point(s), contingent on LAKE WORTH acquiring sufficient Transmission Service) and LAKE WORTH shall purchase electric capacity and electric energy to serve its Load Obligation, which services shall be referred to as "Wholesale Electric Service" and consist of the following:

- (a) Ancillary Services described in Appendix A;
- (b) Supply of Monthly Wholesale Electric Energy; and,
- (c) Supply of Monthly Wholesale Electric Capacity.

ARTICLE 3 - TERM

This Agreement shall be in force and effect as of the Effective Date. The obligations of the Parties in respect of the supply and acceptance of Wholesale Electric Service shall commence on the Service Date and shall continue until December 31, 2022 (“Initial Term”). LAKE WORTH will have two (2) unilateral one (1) year extension until December 31, 2024. LAKE WORTH shall have until June 1st of the preceding to exercise each of the one (1) year extensions. The parties will also have a mutual option to extend until December 31 2025 (“Extended Term”), which shall be mutually agreed to by no later than June 1, 2024. This Agreement shall remain in effect for the Term and Extended Term, unless terminated earlier under the terms of this Agreement. Termination or expiration of this Agreement shall not affect or excuse the performance of either Party under any provision of this Agreement that by its nature or terms survives any such termination or expiration.

ARTICLE 4 - OBLIGATIONS OF LAKE WORTH AND OUC

Section 4.1 Obligations of LAKE WORTH

- (a) LAKE WORTH shall, during the Term and Extended Term, buy and receive from OUC Wholesale Electric Capacity and will receive Wholesale Electric Energy to serve its Load Obligations.
- (b) LAKE WORTH shall pay OUC a monthly payment in accordance with Section 6.2.
- (c) As of the Service Date, LAKE WORTH shall for the Term and Extended Term maintain Transmission Service to accept energy and capacity under this Agreement. In the event that LAKE WORTH is unable to maintain the Transmission Service, LAKE WORTH is still obligated to make all applicable payments to OUC for the Term and the Extended Term.
- (d) LAKE WORTH shall pay OUC for any Ancillary Services procured by LAKE WORTH from OUC pursuant to Appendix A in accordance with Section 4.2(c).
- (e) LAKE WORTH acknowledges and agrees that OUC shall have no responsibility for the distribution and resale to LAKE WORTH's electric system customers of the electricity delivered by OUC and the collection of any payments from LAKE WORTH's electric system customers.

Section 4.2 Obligations of OUC

- (a) OUC shall sell and deliver to LAKE WORTH at the Delivery Point(s) Wholesale Electric Service for the duration of the Term and the Extended Term with a firmness and priority of service equal to that of OUC's Firm Load. LAKE WORTH acknowledges and agrees that OUC shall not be responsible for reductions in Wholesale Electric Service during the period of time that deliveries

of Wholesale Electric Energy and Ancillary Services to the Delivery Point(s) cannot be made as a result of problems or limitations on any transmission system other than OUC's; provided, however, in the event of a problem or limitation affecting OUC transmission system, there is insufficient Transmission Service, or LAKE WORTH requires additional Capacity and Energy, due to one of the Generation Entitlements not being available, OUC shall use commercially reasonable efforts to arrange for delivery of the Wholesale Electric Energy and Ancillary Services at alternate delivery points or, if permissible, to the Delivery Point (s). In the event that OUC is able to find viable supply during such periods of time, LAKE WORTH shall reimburse OUC for any such additional direct costs OUC incurs to provide Wholesale Electric Energy and Ancillary Services to such alternate delivery points or, if applicable, to the Delivery Point ("Supplemental Energy and Capacity Costs"). If scheduling requirements of such resources allow sufficient time for OUC to confer with LAKE WORTH, OUC will contact LAKE WORTH's designated representative and provide LAKE WORTH the opportunity to direct OUC not to pursue the alternate delivery points.

(b) OUC shall operate and maintain its generating resources and transmission system assets and equipment in accordance with Prudent Utility Practice.

(c) OUC shall provide Ancillary Services set forth in Appendix A. Each such Ancillary Service shall at OUC's option be provided by OUC either directly or through the FMPP and charged to LAKE WORTH on a direct cost pass-through basis (the "Ancillary Services Charge"). If the Ancillary Service is being provided through the FMPP, the costs to be passed through shall be calculated in a manner consistent with the allocation methodology used by the FMPP, which method is, as of the date of this Agreement, based on the pro rata energy share that the Ancillary Services required to serve LAKE WORTH under this Agreement bears to OUC's total cost of Ancillary Services during the applicable billing period. If the Ancillary Service is provided directly by OUC, the cost shall be calculated as referenced in Appendix A, Section 4.

(d) OUC shall calculate the amount due on a monthly basis for all Wholesale Electric Service provided in the prior calendar month as measured at the Metering Point (as adjusted for FPL transmission losses per the FPL transmission tariff), and shall submit an invoice to LAKE WORTH for payment. The monthly invoice shall be calculated for the Charges by applying the Rates in accordance with Section 6.1.

ARTICLE 5 - SALE AND PURCHASE

a) OUC shall during the Term and Extended Term at its cost and expense sell Wholesale Electric Service including delivery of Wholesale Electric Energy and Ancillary Services to the Delivery Point(s) or, in the event of a problem or limitation affecting OUC transmission system or there is not enough

transmission through OUC-FPL, to such alternate delivery points as OUC with commercially reasonable efforts can arrange to accept delivery of such Wholesale Electric Service. LAKE WORTH shall during the Term and Extended Term buy from Wholesale Electric Capacity and will receive at the Delivery Point(s) Wholesale Electric Energy to serve its Load Obligations. The Charges and Rates for such sale and purchase shall be as set forth in Section 6.1 and Appendix A.

b) Prior to June 1st of every year, the Parties will agree on the forecasted peak load for the following year as well as peak load for each calendar month. Monthly Electric Capacity is defined as (i) Lake Worth's projected or forecasted peak load for such year, as agreed by mutual Parties, less (ii) the total capacity of the Generation Entitlements including any Substitute Capacity with the resultant quantity then multiplied by (iii) 1.15 to account for reserve margins. Appendix F has the 2019 Nominations on a monthly basis.

[(1) For illustration: The monthly peak load forecasted for this example is 96 MW. The amount of the Generation Entitlements will then be subtracted from the forecasted peak, and the resulting value will then be multiplied by 1.15 to account for reserve requirements to yield the Monthly Electric Capacity. The Monthly Electric Capacity will be multiplied by the Monthly Capacity Rate (Appendix A) to determine the Monthly Capacity Charge.

Illustration:

Load Obligation	101.0	MW
-Minus St Lucie	(22.0)	MW
-Minus Stanton 1	(10.5)	MW
-Minus LW CC	(29.28)	MW
Total Supplied by OUC for month MW(Base)	39	MW

Under this example, Lake Worth would pay OUC Capacity Charges equal to the 39 MW of Base nominated for the month.

c) LAKE WORTH shall have the capability to modify their monthly Capacity Nomination – Monthly by the 1st of the prior month. For example, the original schedule (5.b) was to take 39 MW of Base for September 2019, but LAKE WORTH now would like to change to 25 MW for September 2019, LAKE WORTH will have until August 1, 2019 to change such nomination. If the modified nomination is an increase, such increase shall be contingent on FPL transmission availability

d) When a Generation Entitlement (or S3 if applicable) is offline but available for Economic Dispatch, and if LAKE WORTH's load requires such

energy, OUC shall provide such replacement at the OUC costs for energy without charging LAKE WORTH a Capacity Charge.

1) For illustration: In a given month, the Lake Worth CC is not dispatched under Economic Dispatch protocols. Stanton and St. Lucie are both available for dispatch. Lake Worth will be credited 61.78 MW for Capacity Deficiency purposes

e) When Generation Entitlements used for capacity purposes are offline for planned maintenance, (including refueling in the case of St. Lucie) and load requires such energy, OUC shall provide such replacement at the OUC cost for energy without charging LAKE WORTH a Capacity Charge. Such planned maintenance will be agreed upon and scheduled in advance.

f) When Generation Entitlements used for capacity purposes are unavailable for reason other than Article 5 (d) & (e) above and load requires such energy, OUC will, if sufficient Transmission and Energy is available, provide Energy and Capacity at the OUC cost (including Capacity Charge).

g) If LAKE WORTH's load, in any particular hour, exceed the Total of the available Generation Entitlements and OUC PPA as nominated (in the illustration above, 40MW) then OUC will, if sufficient Transmission and Energy is available, provide Energy and Capacity at the OUC intermediate cost for capacity and associated energy.

Example 1:

LAKE WORTH load, is 110 MW (includes reserve requirement); Generation Entitlements are 61.78 MW, OUC PPA 40 MW = 8.220 MW Short ($-110+60.60+40=-8.22$ plus gross-up for FPL transmission losses).

If Transmission and Energy is available, OUC will deliver the 9.0 (8.22 rounded up to the next integer) MW to cover LAKE WORTH Load. The price for 9.0 MW will then be OUC costs for energy for each applicable hour plus the applicable Capacity rate for the Intermediate Product for such year in Appendix A.

Example 2: (Change in nomination)

LAKE WORTH load is 96 MW; Generation Entitlements are 61.78MW, OUC PPA (LAKE WORTH changed the nomination) to 25 MW = 9.2MW Short ($-96+61.78+25=-9.2$).

If Transmission and Energy is available, OUC will deliver the 9.0 MW to cover LAKE WORTH Load. The price will then be OUC costs for

energy plus the applicable Capacity rate for the Intermediate Product for such year in Appendix A.

Example 3: Lake Worth CC is unavailable, substitute S3, insufficient Capacity nomination

LAKE WORTH load is 96 MW (Including Reserves); Original Generation Entitlements are 61.78 MW, Combined Cycle LW is unavailable for reasons other than an agreed upon planned outage and for more than 72 hours resulting in a 29.28MW reduction in entitlements. Lake Worth substitutes Unit S3 for Capacity which provides 25.0MW bringing entitlements to 57.0 MW. Then the calculation shall be as follows: $96 - (61.78 - 29.28 + 25.0) = -38.5$ required MW. OUC PPA (LAKE WORTH nomination for the month is 35 MW. If Transmission and Energy is available, OUC will then deliver the 4.0 MW to cover LAKE WORTH Load. The price will then be OUC costs for energy and plus the applicable Capacity rate for the Intermediate Product for such year in Appendix A.

h) The Wholesale Electric Capacity and Wholesale Electric Energy sold and delivered by OUC to LAKE WORTH hereunder shall be three phase, 60 hertz alternating current having a nominal voltage as specified by and otherwise in accordance with interconnection protocols.

i) LAKE WORTH has the right but not the obligation to retire existing generation and replace or add additional renewable generation (upon 6 month notice to OUC, with the exception of catastrophic failure of any of the units)

ARTICLE 6 - PRICE AND BILLING

Section 6.1 Billing for Services

Section 6.1.1 For the Wholesale Electric Service that OUC delivers to the Delivery Point(s) based on data from the Metering Point(s), OUC shall deliver an invoice to LAKE WORTH (Sample calculation in Appendix F) and LAKE WORTH shall pay OUC the following Charges as follows:

(a) Monthly Capacity Charge

The Monthly Capacity Rate as set forth in Appendix A times the amounts scheduled for each of the Base, Intermediate and Peaking Capacity.

(b) Shortfall Capacity Charge

When the monthly Capacity exceeds the Forecasted Capacity for the month, and as long as such shortfall is more than 5 MW for longer than 2 hours, LAKE

WORTH will be charged the Capacity Charge under the Intermediate Capacity under Appendix A.

(c) Lake Worth Capacity Exception-Planned Outage

Lake Worth and OUC shall, in coordination, plan for up to 30 days annual planned outage for the CC. This planned outage will be agreed upon by both parties and will take place during the months of November-March unless otherwise agreed upon by both parties. During this planned outage, Lake Worth will make available as necessary S3 as an Economic Dispatch substitute for up to 25MW of Capacity.

(d) Lake Worth Capacity Exception-72 Hours

If the Lake Worth Combined Cycle is called upon for Economic Dispatch and is unavailable (for any other reason than lack of Fuel), Lake Worth will have up to 72 hours to make the unit available, including ramp up, before the Combined Cycle is considered unavailable for Capacity Pricing purposes. Prior to the 72 hours, Lake Worth may elect to make S3 and or Lake Worth CC in simple cycle mode available for Economic Dispatch for up to 25 MW Capacity credit. The 72 hours exception can be exercised once every calendar month.

(e) Monthly Fuel Energy Charge

The Monthly Fuel Energy Rates as set forth in Appendix A multiplied by the Monthly Wholesale Electric Energy for the Base, Intermediate and Peaking Products sold in the applicable billing period

(d) Monthly Non-Fuel Energy Charge

The Non-Fuel Energy Rate multiplied by the Monthly Wholesale Electric Energy for the Base, Intermediate and Peaking Products sold in the applicable billing period.

(e) Monthly Ancillary Service Charge

The monthly Ancillary Services Charge shall be the sum of the Monthly Ancillary Service Charges, as outlined in Appendix A and computed in accordance with Section 4.2(c).

Additional Charges for either (i) energy and/or capacity is bought from other vendors (outside OUC) or (ii) other charges incurred by OUC.

Section 6.2 Payment

(a) On or before the tenth (10th) day following the end of each calendar month in which OUC provides LAKE WORTH with Wholesale Electric Service, OUC shall calculate the amount due and payable by LAKE WORTH for Wholesale Electric Service delivered in such prior month in accordance with this Article 6. The amount payable shall be calculated as the sum of the Capacity Charges, the Fuel Energy Charges, the Non-fuel Energy Charge, Ancillary Services Charge and/or any additional charges allowable in this Agreement (if any) for the prior month and shall be itemized on the monthly invoice along with any other information and detail reasonably requested by LAKE WORTH.

(b) Unless otherwise specified herein, payments due under this Agreement shall be due and payable by wire transfer, on or before the later of the fifteenth (15th) business day following receipt of the invoice or the twenty-fifth day of the calendar month in which the invoice is received (the "Payment Date"). If an undisputed amount owed is not paid on or before the due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based upon the annual interest rate equal to the prime lending rate plus 100 basis points as published on the date of the invoice in the Wall Street Journal (or, if the Wall Street Journal is not published on that day, the next succeeding date of publication) or the highest rate allowable under Florida's usury laws, whichever is less ("Interest Rate"). If the due date occurs on a weekend or holiday, the late payment charge shall begin to accrue on the next succeeding business day and shall cease accruing on the day prior to payment. Disputes relating to invoicing shall be resolved in accordance with the pre-litigation procedures set forth in Section 19.

(c) In the event an invoice or portion thereof is disputed, the disputing Party shall provide notice of the dispute to the other Party and detail therein the basis for the dispute and its proposed correction or adjustment to the invoice within fifteen (15) business days of receipt of the disputed invoice. Representatives of the Parties shall promptly confer in person or telephonically in a good faith attempt to resolve the dispute within five (5) business days of the notice of dispute. If a correction of or adjustment to the disputed invoice is agreed upon, a revised invoice shall be promptly issued. Payment of the disputed portion shall be made under protest when due, with notice of the objection given to the other Party. Any invoice dispute shall be in writing and shall state the basis for the dispute. Upon resolution of the dispute in accordance with this paragraph or Section 19, any required refund shall be made within five (5) business days of such resolution along with interest accrued at the Interest Rate from and including the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment.

Section 6.3 Taxes, Fees and Levies. Sales for Resale

(a) OUC shall process payment for all present (from the execution of this Agreement and the Service Date) and any future taxes, fees and levies that may be assessed upon OUC by any governmental authority not controlling or controlled by OUC on the sale to LAKE WORTH of Wholesale Electric Service or any component thereof. OUC shall promptly notify LAKE WORTH of the commencement of any legislative, regulatory, administrative or other governmental action, of which it becomes aware, imposing such taxes, fees and/or levies upon the sale of Wholesale Electric Service. Each such tax, fee and levy shall be identified in a separate line item on the monthly invoice from OUC to LAKE WORTH for Wholesale Electric Service. LAKE WORTH shall reimburse OUC for the increase in any such taxes, fees and levies paid by OUC as a result of providing Wholesale Electric Service to LAKE WORTH under this Agreement. In the event of the imposition of any such taxes, fees or levies on the sale of Wholesale Electric Service hereunder, each Party shall use reasonable efforts to minimize all such taxes, fees or levies so long as neither Party is materially adversely affected by such efforts and no such measures will create a subsidy for LAKE WORTH by OUC's retail or other wholesale customers or a subsidy by LAKE WORTH of OUC's retail or other wholesale customers.

(b) All Wholesale Electric Service delivered by OUC to LAKE WORTH hereunder shall be sales for resale by LAKE WORTH. LAKE WORTH shall obtain and provide OUC with any certificates reasonably requested by OUC to evidence that the deliveries hereunder are sales for resale.

Section 6.4 Audit Rights.

Each Party has the right, after reasonable notice, at its sole expense and during normal business hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any invoice, bill, statement, Charges or computation made pursuant to this Agreement. If requested, a Party shall provide to the other Party statements evidencing the quantity of Wholesale Electric Service delivered at the Delivery Point(s) or alternate delivery points (as applicable). If any such examination reveals any inaccuracy in any invoice, bill or statement, the necessary adjustments in such invoice, bill or statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any invoice, bill statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.

ARTICLE 7 - SERVICE FACILITIES AND METERING

Section 7.1 Measurement

Wholesale Electric Energy shall be measured by metering equipment approved by

OUC at or adjacent to the Metering Points, which metering equipment shall constitute the basis of measuring energy, and computation of bills for energy consumption.

Section 7.2 Testing

OUC, upon notice to Lake Worth, shall have the right in the presence of a representative of Lake Worth, to read and check Lake Worth's meters and/or metering equipment, for any reason, including when there is any disagreement as to the correctness of the readings or the accuracy of said meters or metering equipment. In the event of such disagreement, the Parties shall retain a mutually agreeable independent inspector, the cost of which shall be borne equally by each Party. The determination of the independent inspector as to the correctness of the meter reading shall be accepted by the Parties as final. The Parties agree that said meters and metering equipment will be considered accurate provided calibration is within one (1) percent, fast or slow, of accuracy. Should any meter be beyond this range of accuracy, an adjustment shall be made for the period of known accuracy, based upon the average of three (3) months consumption, prior to the period in question, but no adjustment shall extend over a period of more than three (3) months.

Section 7.3 Meter Fails

If a Metering Device fails to register, or if the measurement made by a Metering Device is found upon testing to be inaccurate by more than one percent (1.0%), an adjustment shall be made correcting all measurements by the inaccurate or defective Metering Device, for both the amount of the inaccuracy and the period of the inaccuracy, in the following manner:

- (a) In the event that the Parties cannot agree on the actual period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted shall be the shorter of (a) the last one-half of the period from the last previous test of the Metering Device to the test that found the Metering Device to be defective or inaccurate, or (b) the ninety (90) days immediately preceding the test that found the Metering Device to be defective or inaccurate.
- (b) To the extent that the adjustment period covers a period of deliveries for which billings have already been made by OUC, OUC shall use the corrected measurements as determined in accordance with this Article 7 to compute the adjustment necessary for the period of the inaccuracy and shall adjust billing for this period from such recomputed amount.

ARTICLE 8 - CONTINUITY OF SERVICE

Section 8.1 Interruptions.

OUC shall supply and deliver Wholesale Electric Energy and Ancillary Services hereunder to the Delivery Point(s) on a firm basis with priority equal to that of OUC's Firm Load. OUC shall not be responsible for any failure to deliver Monthly Wholesale Service due to (a) transmission system operations outside of OUC's transmission system or (b) interruptions of transmission service within OUC's transmission system if initiated by the FRCC security coordinator. OUC shall not be liable for third-party Claims arising out any failure to supply Wholesale Electric Service hereunder, or for interruption, reversal or abnormal voltage of the supply, unless such failure, interruption, reversal or abnormal voltage is the result of gross negligence or intentional misconduct on its part, and any liability of OUC for any Claims arising out of or related to such failure, interruption, reversal or abnormal voltage of the supply by OUC shall be limited to \$100,000 per occurrence.

Section 8.2 Capacity Shortfalls.

In the event of an OUC capacity shortfall that requires load interruption, OUC shall affect load interruption of OUC Firm Load (including other wholesale customers with equal firmness) and LAKE WORTH retail customers on a pro rata basis showing no adverse distinction between LAKE WORTH, or OUC' s Firm Load.

Section 8.3 Shortfall Notification.

OUC will promptly inform LAKE WORTH as soon as possible under the circumstances upon becoming aware of any event, occurrence or circumstance that will result in load shedding or otherwise cause a material reduction or an interruption or suspension of delivery of Wholesale Electric Service to LAKE WORTH.

ARTICLE 9 - DELIVERY VOLTAGE

The delivery voltage at each Delivery Point(s) shall be as agreed between FPL and OUC. OUC and LAKE WORTH shall maintain close coordination with respect to future delivery points in the interests of system reliability. Each party shall endeavor, to the extent practicable, to keep the other party advised of significant developments related to their respective power supply facilities.

ARTICLE 10 - DELIVERY AND LOSSES

Section 10.1 Delivery

Title to and risk of loss related to the Wholesale Electric Service shall transfer from OUC to LAKE WORTH at the Delivery Point(s) (or alternate delivery point(s)) free and clear of all liens, security interests, Claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point(s). OUC shall not incur any expense or risk beyond the Delivery Point(s) (or alternate delivery point(s)) and LAKE WORTH shall not incur any expenses or risk up to and at the Delivery Point(s).

Section 10.2 FPL Losses

Losses for Monthly Wholesale Electric Energy between the Delivery Point(s) (or alternate delivery point(s)) and the Metering Point(s) for LAKE WORTH's electric distribution system shall be determined in accordance with FPL's approved transmission tariff.

ARTICLE 11 - CONDITIONS PRECEDENT

Section 11.1. Conditions to Obligations of LAKE WORTH.

The obligations of LAKE WORTH under this Agreement to purchase and receive Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfaction of each of the following conditions on or before December 31, 2018, any one or more of which may be waived only in writing, in whole or in part, by LAKE WORTH:

(a) Representations, Warranties and Covenants True at the Effective Date.

(i) All representations and warranties of OUC contained in this Agreement shall be true and correct in all material respects as of the date when made and at and as of the Effective Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except

(A) for changes contemplated by this Agreement and

(B) where the failure to be true and correct will not have a material adverse effect on LAKE WORTH's rights, remedies or benefits under this Agreement;

(ii) OUC shall have performed and complied with, in all material respects, its obligations that are to be performed or complied with by it hereunder prior to or on the Effective Date; and

(b) No Material Adverse Change. No change in the business, properties, assets, generation resources, transmission system, financial condition, results of operations or prospects of OUC shall have occurred and be continuing or with the passage of time, the giving of notice or both, shall be reasonably likely to occur which have a material adverse effect on OUC's ability to perform its obligations under this Agreement.

(c) Absence of Litigation. No Claims, actions, suits, investigations, grievances, arbitrations or proceedings shall be pending or threatened against LAKE WORTH or OUC with respect to the transactions contemplated hereunder or the adverse outcome of which would have a material adverse effect on the ability of LAKE WORTH or OUC to perform its respective obligations under this Agreement.

(d) Required Approvals. All the approvals and authorizations set forth in Appendix B hereto, shall have been received.

Section 11.2. Conditions to Obligations of OUC.

The obligations of OUC under this Agreement to sell and delivery Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfaction, on or before the dates indicated, of each of the following conditions, any one or more of which may be waived only in writing, in whole or in part, by OUC:

(a) Representations, Warranties and Covenants True at the Effective Date.

(i) All representations and warranties of LAKE WORTH contained in this Agreement shall be true and correct in all material respects when made and at and as of the Effective Date and at and as of the Service Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except for;

(A) for changes contemplated by this Agreement and

(B) where the failure to be true and correct will not have a material adverse effect on OUC's rights, remedies or benefits under this Agreement;

(ii) LAKE WORTH shall have performed and complied with, in all material respects, its respective obligations that are to be performed or complied with by them hereunder prior to or on the Effective Date or the Service Date (as applicable); and

(b) Required Approvals. All the approvals and authorizations set forth in Appendix B hereto, shall have been received on or before December 31, 2018.

(c) No Material Adverse Change. No material adverse change in the Load Obligation, electric facilities, electric business, financial condition, results of operations or prospects of LAKE WORTH shall have occurred and be continuing, or with the passage of time, the giving of notice or both, shall be reasonably likely to occur as of the Service Date.

(d) Absence of Litigation/Legislative Action. No Claims, actions, suits, grievances, investigations, arbitrations or proceedings shall be pending or threatened against LAKE WORTH or OUC with respect to this Agreement which might have a material adverse effect on the ability of LAKE WORTH or OUC to perform its respective obligations under this Agreement.

(e) PSC Regulation. No new law shall be pending or passed which would cause OUC to become regulated by the Florida PSC by virtue of its service duties under this Agreement.

Section 11.3. Coordination:

LAKE WORTH and OUC shall cooperate with each other and use all commercially reasonable efforts to (a) promptly prepare and file all necessary documentation, (b) effect all necessary applications, notices, petitions and filings and execute all agreements and documents, and (obtain all necessary consents, approvals and authorizations, including those of other parties necessary or advisable to consummate the transactions contemplated by this Agreement, all of which are set forth in Appendix B.

Each Party shall keep the other Party reasonably apprised of the status of the conditions precedent to the occurrence of the Service Date applicable to it. The Parties shall reasonably coordinate so that subject to the satisfaction of other prior conditions, the certificates and opinions to be delivered by a Party hereunder in connection with the Effective Date have been provided by the Effective Date.

ARTICLE 12 - TERMINATION PRIOR TO SERVICE DATE

Section 12.1. Termination Prior to Service Date.

(a) If the conditions precedent to LAKE WORTH's and OUC's obligations hereunder set forth in Article 11 hereof have not been satisfied or waived on or prior to the express date specified therein or December 31, 2018, notwithstanding the reasonable effort of the Party to satisfy or waive the condition, then at any time thereafter, either Party may terminate this Agreement on written notice of termination to the other Party, without any liability or obligation of any Party to the others as a result of such termination, unless prior to the delivery of any such written notice of termination the condition or conditions precedent which had not been satisfied are satisfied.

(b) If the Agreement is terminated by OUC pursuant to Section 11.2 or by LAKE WORTH under 11.1, then the following shall apply:

(i) If OUC exercises its right to terminate this Agreement under Section 11.2, then neither party shall thereafter have any further obligations to the other hereunder.

(ii) If LAKE WORTH terminates this Agreement pursuant to Section 11.1 then OUC shall thereafter (a) have no further obligations hereunder and (b) shall have the right to require LAKE WORTH to assume OUC's rights, obligations and liabilities under any or all contracts entered into by OUC with LAKE WORTH's prior written approval solely for the purpose of providing electric energy and capacity to LAKE WORTH under this Agreement that are described in Appendix D.

Section 12.2. Notice.

Each Party shall notify the other Party promptly if any information comes to its attention prior to the Effective Date or prior to the Service Date, as applicable that it believes will potentially excuse such Party from the performance of its obligations under this Agreement or might reasonably cause any condition set forth in Article 11 not to be satisfied on or prior to the Service Date

ARTICLE 13 - REPRESENTATIONS AND WARRANTIES

Section 13.1. General Representations and Warranties.

Each Party hereby represents and warrants to the other that:

(a) It is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is duly qualified to do business in all jurisdictions where such qualification is required.

(b) It has or will have prior to the Effective Date full power and authority to enter this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly authorized by all necessary municipal and other action and do not and will not contravene its organizational documents or conflict with, result in a breach of, or entitle any party (with due notice or lapse of time or both) to terminate, accelerate or declare a default under, any agreement or instrument to which it is a party or by which it is bound.

(c) The execution, delivery and performance by it of this Agreement will not result in any violation by it of any law, rule or regulation applicable to it. It is not a party to, nor subject to or bound by, any judgment, injunction or decree of any court or other governmental entity which may restrict or interfere with the performance of this Agreement by it or may materially and adversely affect the business, property, financial condition, results of operations or prospects of such Party.

(d) This Agreement is its valid and binding obligation, enforceable against it in accordance with its terms, except as (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) the remedy of specific performance and injunctive relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(e) Except for those approvals listed in Appendix B and approval of a transmission service agreement between LAKE WORTH and FPL by the FERC, no consent, waiver, order, approval, authorization or order of, or registration, qualification or filing with, any court or other governmental agency or authority or other person is required for the execution, delivery and performance by such Party of this Agreement and the consummation by such Party of the transactions contemplated hereby. No consent or waiver of any party to any contract to which such Party is a party or by which it is bound is required for the execution, delivery and performance by such Party

of this Agreement that has not been or will by the Effective Date have been duly obtained.

(f) There is no action, suit, grievance, arbitration or proceeding pending or, to the knowledge of such Party, threatened against or affecting such Party at law or in equity, before any federal, state, municipal or other governmental court, department, commission, board, arbitrator, bureau, agency or instrumentality which prohibits or impairs its ability to execute and deliver this Agreement or to consummate any of the transactions contemplated hereby. Such Party has not received written notice of and otherwise is not aware of any such pending or threatened investigation, inquiry or review by any governmental entity.

Section 13.2. Disclaimers.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PROVISION OR RECEIPT OF WHOLESALE ELECTRIC SERVICE HEREUNDER, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

ARTICLE 14 - SECURITY

Section 14.1. OUC Security

OUC shall maintain a rating on senior unsecured debt securities of OUC by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to LAKE WORTH of BBB+ its equivalent or a rating equivalent to LAKE WORTH senior unsecured debt securities, if any, whichever is lower. In the event that OUC's credit rating fails to meet said credit standing and OUC fails to restore its credit rating to said standing within 12 months after its rating has fallen, OUC shall notify LAKE WORTH thereof and shall upon request by LAKE WORTH provide a Letter of Credit, cash or bond sufficient to assure OUC's due performance under this Agreement.

Section 15.2. LAKE WORTH Security

The LAKE WORTH shall maintain a rating on senior unsecured debt securities of LAKE WORTH, if any such securities are rated, by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to OUC of BBB+ or its equivalent, or a rating equivalent to OUC senior unsecured debt securities, whichever is lower. In the event that LAKE WORTH issues any senior unsecured debt securities and the rating on such securities falls below such specified minimum rating and LAKE WORTH fails to restore its credit rating to such specified minimum rating standing within 12 months after its rating has fallen below the rating described above, LAKE WORTH shall within thirty (30) days of a written request by OUC therefor provide a Letter of Credit, cash or bond or other

assurances reasonably sufficient to assure LAKE WORTH's due performance of its purchase and payment obligations under this Agreement.

ARTICLE 15 - EVENTS OF DEFAULT

Section 15.1. Events of default by OUC.

Any one or more of the following shall constitute an "Event of default" hereunder with respect to OUC:

(a) OUC shall fail to pay any amounts to be paid by OUC hereunder to LAKE WORTH and such failure shall continue for a period of more than ten (10) Business Days after notice by LAKE WORTH.

(b) A default shall occur in the performance of any other material covenant or condition to be performed by OUC hereunder (other than a default specified in Section 16.1(a)) and such default shall continue un-remedied for a period of thirty (30) days after notice from LAKE WORTH specifying the nature of such default; provided, however, that if such default (other than the failure to make payments when due) cannot reasonably be remedied by OUC within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, OUC shall have up to an additional sixty (60) days to remedy the default.

(c) A custodian, receiver, liquidator or trustee of OUC or of all or substantially all of the property of either, is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or OUC makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or OUC is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against OUC; or all or substantially all of the material property of either is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against OUC under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.

(d) OUC files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of OUC or all or substantially all of the property of either.

Section 15.2. Events of default by LAKE WORTH.

Any one or more of the following shall constitute an "Event of default" hereunder with respect to LAKE WORTH:

(a) LAKE WORTH shall fail to pay any amounts to be paid by LAKE WORTH hereunder to OUC and such failure shall continue for a period of more than ten (10) days after notice by OUC.

(b) default shall occur in the performance of any material covenant or condition to be performed by LAKE WORTH hereunder (other than a default specified in Section 16.2 (a)) and such default shall continue un-remedied for a period of thirty (30) days after notice from OUC specifying the nature of such default; provided, however, that if such default cannot reasonably be remedied by LAKE WORTH within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, LAKE WORTH shall have up to additional sixty (60) days to remedy the default.

(c) A custodian, receiver, liquidator or trustee of LAKE WORTH or of all or substantially all of either of their property is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or LAKE WORTH makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or LAKE WORTH is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against LAKE WORTH; or all or substantially all of the material property of LAKE WORTH is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against LAKE WORTH under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.

(d) LAKE WORTH files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of LAKE WORTH or all or substantially all of its property.

Section 15.3. Remedies.

The Parties shall have the following remedies available to them with respect to the occurrence of an Event of default with respect to the other Party hereunder:

(a) Upon the occurrence of an Event of default by either Party hereunder, the non-defaulting Party shall have the right to (i) invoice and collect all amounts then due to it from the defaulting Party hereunder (subject to any applicable limitation of liability or cap on damages), and (ii) terminate this Agreement at any time during the continuation of such Event of default upon written notice to the

defaulting Party. Notwithstanding any other provision of this Agreement, after the occurrence of an Event of default and for so long as the Event of default is continuing and has not been cured, the non-defaulting Party shall have the right, upon written notice to the defaulting Party, to suspend all performance under this Agreement until such Event of default has been cured.

(b) If LAKE WORTH terminates this Agreement as a result of the occurrence of an Event of default by OUC, then LAKE WORTH shall thereafter have no further obligations hereunder and shall have all rights and remedies available to it under applicable law, including the right to recover damages and shall thereafter have no further obligations hereunder other than (upon OUC's request) assume OUC's rights, and further obligations and liabilities under any or all contracts entered into by OUC with LAKE WORTH's express, prior written approval solely for the purpose of providing electric energy and capacity to LAKE WORTH under this Agreement.

(c) If OUC terminates this Agreement as a result of the occurrence of an Event of default by LAKE WORTH, then OUC shall thereafter (a) have no further obligations hereunder and shall have all rights and remedies available to it hereunder and under applicable law, including the right to recover damages and (b) to have the right to require LAKE WORTH to assume OUC's rights, obligations and liabilities under any or all contracts entered into by OUC with LAKE WORTH's express, prior written approval solely for the purpose of providing electric energy and capacity to LAKE WORTH under this Agreement.

(d) The remedies provided for in this Section 15.3 shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise). The remedies provided for in this Section 15.3 shall be subject to the limitations of liability and caps on damages set forth in Article 16.

ARTICLE 16 - LIMITATION OF LIABILITY

Section 16.1. No Consequential Damages.

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER INDEMNITY PROVISIONS OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COST OF CAPITAL; LOSS OF USE, LOSS OF GOODWILL, REPLACEMENT POWER OR CLAIMS OF CUSTOMERS, UNLESS SUCH DAMAGES ARE A COMPONENT OR ELEMENT OF A CLAIM THAT IS SUBJECT TO INDEMNIFICATION HEREUNDER AND COVERED UNDER A PRIMARY POLICY OF LIABILITY INSURANCE, IF ANY, ISSUED BY A THIRD PARTY SURETY.

Section 16.2. Aggregate Cap on Liability.

NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE TOTAL AGGREGATE LIABILITY OF OUC TO LAKE WORTH AND OF LAKE WORTH TO OUC UNDER THIS AGREEMENT, WHETHER BASED ON CLAIMS ARISING UNDER TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY OF RECOVERY, SHALL NOT EXCEED THE FOLLOWING:

(i) FOR EITHER PARTY, OTHER THAN AS TO THE CONDITIONS SET FORTH IN 16.2 (ii) (FOR OUC) AND 16.2 (iii) (FOR LAKE WORTH), THE AMOUNT(S) SET FORTH IN APPENDIX D;

(ii) FOR OUC, WHERE LAKE WORTH CAN DEMONSTRATE OUC HAS BREACHED THIS AGREEMENT FOR PURPOSES OF PURSUING MORE FAVORABLE MARKET SALES FOR ENERGY OR CAPACITY, THE AMOUNT(S) SET FORTH IN APPENDIX D;

(iii) FOR LAKE WORTH, WHERE OUC CAN DEMONSTRATE LAKE WORTH HAS BREACHED THIS AGREEMENT FOR PURPOSES OF PURSUING OTHER POWER SUPPLY OPTIONS, INCLUDING THE PARTIAL OR FULL SALE OF THE LAKE WORTH UTILITY SYSTEM, THE AMOUNT(S) SET FORTH IN APPENDIX D.

ARTICLE 17 - INDEMNIFICATION

Section 17.1. Indemnification by OUC.

To the extent permitted by Florida law and subject to the limitations set out in Article 16, OUC shall indemnify, defend and hold harmless LAKE WORTH and its respective officials, officers, directors, agents, representatives and employees from and against any and all loss, costs, expense, Claims, demands, liabilities (including reasonable attorneys' fees), judgments, fines, settlements and other amounts arising from any and all Claims relating to or arising out of:

(a) any willful misconduct or illegal acts of OUC;

(b) any damages awarded against LAKE WORTH in a Claim by a third party to the extent arising from the negligent acts or omissions of OUC or any of its agents or employees in exercising its rights or performing its obligations hereunder after the Effective Date.

Section 17.2. Indemnification by LAKE WORTH.

To the extent permitted by Florida law and subject to the limitations set out in Article 16, LAKE WORTH shall indemnify, defend and hold harmless OUC, its officers, directors, agents, employees and Affiliates from and against any and all loss, costs, expense, Claims, demands, liabilities (including reasonable attorneys' fees), judgments, fines,

settlements and other amounts arising from any and all Claims relating to or arising out of:

- (a) any willful misconduct or illegal acts of LAKE WORTH;
- (b) any damages awarded against OUC in a Claim by a third party to the extent arising from the negligent acts or omissions of LAKE WORTH or any of its agents or employees in exercising its rights or performing its obligations hereunder after the Effective Date.

ARTICLE 18 - DISPUTE RESOLUTION

Section 18.1. Resolution by Officers of the Parties.

Except as otherwise expressly, specifically set forth herein, in the event of any dispute between the Parties as to a matter referred to herein or as to the interpretation of any part of this Agreement, including this Section 18.1 or as to the determination of any rights or obligations or entitlements arising from or related to this Agreement or as to the calculation of any amounts payable under this Agreement, the Parties shall refer the matter to their respective duly authorized representatives, for resolution. Should such representatives of the respective Parties fail to resolve the dispute within twenty (20) days from such referral, the Parties agree that any such dispute shall be first referred to non-binding mediation in accordance with Section 18.2. Should mediation be unsuccessful within the times specified in Section 18.2, the Parties may pursue any legal or equitable remedies available under Florida Law.

Section 18.2. Mediation Procedures.

A Party submitting a dispute to non-binding mediation pursuant to the procedures set forth in Florida Statutes, Section 44.101 (the "Requesting Party") shall do so by delivering to the other Party a notice demanding or requesting, as the case may be, mediation of the dispute and naming three acceptable mediators. Within ten (10) days after the receipt of the notice from the Requesting Party, the other Party shall, in writing, serve upon the Requesting Party a notice of acceptance of one of the three mediators provided or offer three alternate mediators for consideration. Within five (5) days, the Parties shall confer and mutually agree and appoint a mediator from the lists provided. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter of the dispute(s). No mediator appointed shall have the power to render any binding or enforceable award, order, decree or disposition or amend or add to this Agreement. Within ten (10) days after the mediator is appointed, a time and date for the mediation shall be scheduled and documented in writing. The mediator thereupon shall proceed promptly to hear and facilitate an amiable resolution of the controversy. If mediation is successful, any settlement achieved through mediation shall be confidential to the extent permissible under Florida law and not in violation of the Florida Statute 119 and made in writing and in duplicate, and one copy shall be delivered to each of the Parties. Each Party

shall pay the costs of its own counsel and share equally the fee and cost of the mediator.

Section 18.3. Settlement.

If the resolution of the dispute and the terms of any settlement agreement, amendment to the Agreement or other document or instrument executed in connection therewith will require the approval of the Board of a Party, a request for such approval shall be promptly submitted for the Board's consideration. Once accepted by the Parties, the decision of the mediator and any award made hereunder shall be binding upon each Party and the successors and assigns and any trustee or receiver of each Party.

Section 18.4. Legal Remedies.

If mediation is unsuccessful, either Party may pursue any legal rights and remedies made available under Florida Law. The Parties agree that the exclusive venue for any dispute arising hereunder that is not resolved through the dispute resolution procedures set forth in Section 18.1 and 18.2 shall be the State Circuit Court in Orange County, Florida.

Section 18.5. Continued Performance.

Except to the extent a Party has the right to suspend performance under Section 15.3 hereof no dispute shall interfere with the Parties' continued fulfillment of their obligations under this Agreement pending the outcome of the mediation process or a decision by the Florida courts.

ARTICLE 19 - FORCE MAJEURE

Section 19.1. Force Majeure Standard.

A Party shall be excused from performing its obligations under this Agreement and shall not be liable in damages or otherwise, if and only to the extent that it is unable to so perform or is prevented from performing by an event of Force Majeure.

Section 19.2. Force Majeure definition.

An event of "Force Majeure" means an event or circumstance that prevents or unduly frustrates the performance by a Party of its obligations under this Agreement (other than the duty to make payments when due, which shall not be excused by Force Majeure) which is not within the reasonable control of, or the result of the negligence of, such Party and which by the exercise of due diligence such Party is unable to overcome or avoid. Force Majeure includes, without limitation, hurricanes, tornadoes, flood, lightning, drought, earthquake, fire, explosion, terrorist attack, civil disturbance, strikes, acts of God, acts of the public enemy, orders, directives (including the state security coordinator), restraints and requirements of the government and governmental agencies, either federal, state or local, civil or military, or any other cause beyond a Party's control. Force Majeure shall not include (i) events solely

affecting the cost of operating any generating facility, (ii) changes in market conditions which cause the price of energy or capacity to fluctuate including, without limitation, weather, fuel prices and supply and demand, or (iii) the inability of a Party to make a profit or avoid a loss in performing its obligations under this Agreement.

Section 19.3. Obligation to Diligently Cure Force Majeure.

If a Party shall rely on the occurrence of an event of Force Majeure as a basis for being excused from performance of its obligations under this Agreement, then such Party shall:

Provide written notice to the other Party promptly but in no event later than five (5) Business Days of the occurrence of the event or condition giving an estimation of the expected duration and the probable impact on the performance of its obligations hereunder;

(a) Exercise all reasonable efforts to continue to perform its obligations hereunder;

(b) Expeditiously take reasonable action to correct or cure the event or condition excusing performance, provided that settlement of strikes or other labor disputes shall be completely within the sole discretion of the affected Party; and

(c) Exercise all commercially reasonable efforts to mitigate or limit damages to the other Party.

ARTICLE 20 - MISCELLANEOUS

Section 20.1. Assignment; Successors and Assigns.

This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties, including any successor to any Party by consolidation, merger, or acquisition of all or substantially all of the assets of such Party. No assignment by any Party (or any successor or assignee thereof) of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party in each case obtained (which in the case of an assignment by OUC shall include approval by the City Commission of LAKE WORTH), which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the immediately preceding sentence, OUC or any permitted assignee of OUC may assign this Agreement as collateral security to any lender from time to time providing financing to OUC in connection with the transactions contemplated hereby, provided that OUC is not relieved of any obligation or liability hereunder as a result of such assignment. LAKE WORTH, at the cost and expense of OUC, shall execute and deliver such documents as may be reasonably requested by OUC which are necessary to accomplish any such assignment, transfer, pledge or other disposition of rights and interests to any such lender so long as LAKE WORTH's rights, remedies, benefits and privileges under this Agreement are not thereby materially altered, amended, diminished or otherwise impaired. Any assignments by any Party shall be in such form

as to ensure that such Party's obligations under this Agreement will be assumed, accepted and honored fully and timely by any transferee, assignee or successor party.

Section 20.2. Notices.

With the exception of communications within the ordinary course of the day to day performance and administration of this Agreement, all notices, requests and other communications hereunder (herein collectively a "notice" or "notices") shall be deemed to have been duly delivered, given or made to or upon any Party if in writing and delivered by hand against receipt, or by certified or registered mail, postage pre-paid, return receipt requested, or to a courier who guarantees next business day delivery to such Party at its address set forth below or to such other address as such Party may at any time, or from time to time, direct by notice given in accordance with this Section 20.2.

IF TO OUC:

Vice President, Electric and Water Production
100 W. Anderson Street
Orlando, Florida 32801
Tel: 407-423-9100
Facsimile: 407-275-4120

IF TO LAKE WORTH:

Utilities Director
City of Lake Worth
1900 2nd Avenue North
Lake Worth, Florida 33461
Telephone: 561-533-7369

The date of delivery of any such notice, request or other communication shall be the earlier of (i) the date of actual receipt or (ii) three (3) Business Days after such notice, request or other communication is sent by certified or registered mail, (iii) if sent by courier who guarantees next business day delivery, the business day next following the day such notice, request or other communication is actually delivered to the courier.

Section 20.3. Governing Law.

The rights and obligations of the Parties shall be construed and interpreted in accordance with the substantive law of the State of Florida without giving effect to its principles for choice of law.

Section 20.4. Confidentiality.

Each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's Affiliates) or use for any purpose other than the performance, administration, management and enforcement of this Agreement (except with the written authorization of the other Party), any information received from the other that is

designated as confidential or proprietary by the other Party unless legally compelled by the Florida Sunshine Law disclosure requirements, deposition, inquiry, request for documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other regulatory authority, or by requirements of any securities law or regulation or other legal requirement or as necessary to enforce the terms of this Agreement. This Section 20.4 shall survive the termination of this Agreement for a period of two (2) years. If any Party is compelled to disclose any confidential information of the other Party that is exempt from the disclosure requirements of the Florida Sunshine Law, such Party shall, at the cost and expense of the other Party, provide the other Party with prompt notice of the requirement to disclose confidential information in order to enable the other Party, at such other Party's costs and expense, to seek an appropriate protective order or other remedy, and such Party shall consult with the other Party with respect to the other Party taking steps to resist or narrow the scope of any required disclosure. The Parties shall reasonably coordinate in the preparation and issuance of all publicity relating to this Agreement.

Section 20.5. No Partnership.

Nothing contained in this Agreement shall be construed to create a partnership, joint venture or other legal relationship that may invoke fiduciary obligations between the Parties.

Section 20.6. Fees and Expenses.

Except as otherwise provided herein, LAKE WORTH and OUC shall each pay for its own costs, fees and expenses in connection with, or in anticipation of, this Agreement and the consummation of the transactions contemplated hereby.

Section 20.7. Captions.

The captions to sections throughout this Agreement and attachments and appendices hereto are intended solely for ease of reference and to facilitate reading and reference to all sections and provisions of this Agreement and such attachments and appendices. Such captions shall not affect the meaning or interpretation of this Agreement or such attachment or appendices.

Section 20.8. Entire Agreement and Amendments.

This Agreement and all of the attachments and appendices referred to herein sets forth the entire agreement of the Parties with respect to the subject matter herein and takes precedence over all prior discussions or understandings. This Agreement may not be amended, modified or changed except by an agreement in writing signed by the Parties.

Section 20.9. Severability.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced to the minimum extent necessary to conform such provision to applicable law, preserving to the greatest extent the intent of the Parties to create such rights and duties as set out herein. If necessary to preserve the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

Section 20.10. Further Assurances.

In connection with this Agreement and the transactions contemplated hereby, upon the request of either Party the other Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or appropriate to effectuate and perform the provisions of this Agreement and such transactions and the intention of the Parties.

Section 20.11. Laws and Regulations; Changes in Law.

This Agreement and the rights, obligations, and performances of the Parties under this Agreement are subject to all applicable state and federal laws, and to all duly promulgated orders and other duly authorized actions of governmental authorities having jurisdiction. Each Party hereto shall be responsible for taking all necessary actions to satisfy any regulatory and other requirements that may be imposed by any federal, state, or municipal statute, rule, regulation, or ordinance that may be in effect from time to time relative to the performance of such Party hereunder.

If and to the extent that, after the Effective Date of this Agreement, any laws or regulations which govern any transaction or duty of a Party contemplated herein shall change so as to (a) make this Agreement or any provision hereof unlawful or (b) subject either Party to regulation by the Florida PSC to OUC of providing Wholesale Electric Service, then the affected Party may require the other to negotiate and use reasonable efforts to agree on such modifications to this Agreement as shall be reasonably necessary for the Agreement to accommodate any such legal or regulatory changes. If the Parties are unable to agree on terms, conditions or such other measures to prevent (x) the Agreement from being illegal or (y) a Party being subject to Florida PSC regulation then the affected Party(ies) may terminate this Agreement upon 180 day's prior written notice with no further obligation to the other.

If and to the extent that, after the Effective Date of this Agreement, any laws or regulations which govern any transaction or duty of a Party contemplated herein shall result in any additional or new costs, expenses, charges, fees and/or assessments that are attributable or related (in whole or in part) to the production and/or provision of Wholesale Electric Energy or Wholesale Electric Capacity to LAKE WORTH, including environmental-related costs, renewable portfolio standards (only if applicable to wholesale contracts), charges, fees, or expenses incurred by OUC to supply the

Wholesale Electric Energy or Wholesale Electric Capacity, LAKE WORTH shall reimburse OUC for LAKE WORTH's pro-rata share of such costs, expenses, charges, fees and/or assessments, which amounts shall be calculated and recovered as determined by OUC in a commercially reasonable manner. OUC shall allocate increases in variable operating costs to Fuel Charges and increases in fixed operating costs to Capacity Charges. Any such cost increases resulting from capital expenditures shall be allocated to LAKE WORTH based on the cost of the capital expenditure annualized over the economic life of the capital addition and the ratio of Wholesale Electric Capacity to the total capacity of OUC's firm obligations. Change in costs for which LAKE WORTH might become liable to pay under this Section 20.11 shall not include any costs recovered in the Fuel Energy Charge. OUC shall promptly notify LAKE WORTH upon the determination of any additional or new costs, expenses, charges, fees and/or assessments and the calculation of the pro rata portion of such costs proposed to be recovered from the LAKE WORTH.

Section 20.12. Counterparts.

This Agreement and any amendment or modification hereto may be executed simultaneously in two or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Agreement or instrument. This Agreement, as executed by the Parties.

Section 20.13. Interpretation.

In the event of any dispute concerning the construction or interpretation of this Agreement or any ambiguity hereof, there shall be no presumption that this Agreement or any provision hereof be construed against the Party who drafted this Agreement. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa; the term "includes" or "including" shall mean including, without limitation; references to an Article, Section, Appendix or Schedule shall mean an Article, Section, Appendix or Schedule of this Agreement; and the terms "hereof", "herein", "hereto", "hereunder" and "herewith" refer to this Agreement as a whole. Reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented and restated through the date as of which such reference is made.

Section 20.14. Independent Relationship.

Unless specifically and expressly set forth herein to the contrary, nothing in this Agreement shall be construed or interpreted to make a Party or its employees or agents, the agent, representative or employees of the other Party.

Section 20.15. No Third-Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any third party not a party hereto, except designated indemnitees and permitted assignees and successors.

Section 20.16. Waivers.

The failure of a Party hereto to exercise any right or remedy or enforce at any time any provision of this Agreement shall not be construed to be a waiver of such right, remedy or provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of a Party thereafter to exercise such right or remedy or enforce each and every such provision. In order to be enforceable, a waiver under this Agreement must be in writing, state that it is a waiver and be signed by an authorized representative of the Party to be bound thereby. Any waiver shall be subject to the terms, conditions and limitations thereof, and no waiver of any breach, default or non-performance of this Agreement shall be held to constitute a waiver of any other or subsequent breach, default or non-performance of this Agreement.

Section 20.17. Duty to Mitigate.

Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts consistent with Prudent Utility Practice to minimize any damages it may incur as a result of any other Party's breach, default or non-performance of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK-

SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement for Purchase and Sale of Electric Energy and Capacity to be duly executed as an instrument under seal by their respective duly authorized representatives as of the date and year first above written.

Orlando Utilities Commission

By: _____
Clint Bullock
General Manager and CEO

Attest:

Name: _____
Title: _____

Approved as to form and legality,
OUC Legal Department

By: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Clint Bullock, General Manager and Chief Executive Officer of the Orlando Utilities Commission, who is personally known to me or who has produced _____ as identification and who (did/did not) take an oath.

NOTARY PUBLIC
Printed Name of Notary _____
My Commission expires: _____

ATTEST:

CITY OF LAKE WORTH

By: _____

By: _____

(seal)

Approved as to correctness and form:

Approved as to substance:

By: _____
_____, City Attorney

By: _____
_____, City Manager

APPENDIX A

PRICING FOR WHOLESALE ELECTRIC SERVICE

Section 1 Monthly Fuel Energy Rates

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

APPENDIX B

REQUIRED APPROVALS AND AGREEMENTS

OUC

1. Approval of this Agreement by the OUC Board.

LAKE WORTH

1. Approval of this Agreement by the City Commission of LAKE WORTH.
2. Execution and delivery of an agreement for Transmission Service between LAKE WORTH and FPL and the filing of such agreement with the FERC by FPL and the approval of such agreement by the FERC.

APPENDIX C
DELIVERY POINTS AND METERING POINTS

DELIVERY POINTS

1. Interconnection(s) between OUC and FPL transmission systems.

METERING POINTS

1. Interconnections between FPL and Lake Worth transmission systems (Hypoluxo Substation).

Metering Points may be added or deleted upon the mutual written agreement of the Parties.

APPENDIX D

LIMITATION OF LIABILITY

- 1 The limitation of liability applicable to each of the Parties under Section 16.2(i) is as follows:

[REDACTED]			[REDACTED]	
[REDACTED]			[REDACTED]	
[REDACTED]			[REDACTED]	
[REDACTED]			[REDACTED]	
[REDACTED]			[REDACTED]	
[REDACTED]			[REDACTED]	
[REDACTED]			[REDACTED]	

- 2 The limitation of liability applicable to OUC under Section 16.2(ii) and applicable to LAKE WORTH under Section 16.2(iii), respectively, is as follows:

[REDACTED]			[REDACTED]	
[REDACTED]			[REDACTED]	
[REDACTED]			[REDACTED]	
[REDACTED]			[REDACTED]	
[REDACTED]			[REDACTED]	
[REDACTED]			[REDACTED]	
[REDACTED]			[REDACTED]	

EXHIBIT E - GENERATION ENTITLEMENT CONTRACTS

St. Lucie Power Sales Contract, by and between the Florida Municipal Power Agency and the Lake Worth Utilities Authority, dated June 1, 1982, as amended by Amendment No. 1, dated January 1, 1983 and Amendment No. 2 dated April 1, 1983.

St. Lucie Project Support Contract, by and between the Florida Municipal Power Agency, and the Lake Worth Utilities Authority, dated June 1, 1982; as amended by Amendment No. 1, dated January 1, 1983, and Amendment No. 2, dated April 1, 1983.

Nuclear Reliability Exchange Agreement, by and between Florida Power & Light and Florida Municipal Power Agency dated March 26, 1982; as amended by Amendment 1 dated February 18, 1983, as amended by Amendment 2 dated February 12, 1991, and as amended by Amendment 3 dated August 19, 2004.

Stanton I Power Sales Contracts, by and between the Florida Municipal Power Agency and the Lake Worth Utilities Authority, dated January 16, 1984.

Stanton I Project Support Contract, by and between the Florida Municipal Power Agency and the City of Lake Worth, dated January 16, 1984.

EXHIBIT E – CAPACITY CREDITS

For purposes of Capacity Pricing the following MW capacity will be applied:

St. Lucie 22.0 MW

Stanton I 10.5 MW

Lake Worth Combined Cycle 29.28 MW

Lake Worth Unit 3 25.0MW



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: April 26, 2022

DEPARTMENT: Electric Utility

TITLE:

Purchased Power Cost Adjustment (PCA)

SUMMARY:

Establishing the Purchased Power Cost Adjustment in Electric Utility Rates for the period of June 1, 2022 through August 31, 2022.

BACKGROUND AND JUSTIFICATION:

The City's electric utility provides electricity to its customers using a variety of electric production resources. Among them are the City's entitlements in various Florida Municipal Power Agency (FMPA) St. Lucie and Stanton 1 Projects, the City's own solar farm atop City's closed landfill, the City's power plant, and a contract with Orlando Utilities Commission for supplemental energy and capacity (OUC Agreement). As determined during the electric utility rate making process certain electric utility expenses largely related to the purchase of electric capacity, debt service, operations and maintenance, general fund transfer, and City shared internal service costs are recovered via the Base Energy Charge on customers' bills. Expenses largely related to the purchase of electric energy from the aforementioned electric production resources, as well as the electric energy and capacity purchases under the OUC Agreement, and electric transmission costs, are recovered via the Purchased Power Cost Adjustment (PCA) on customers' bills. As per City Resolution 92-2021 the PCA "shall be established for a projected 3-month period for energy sales during that period..."

In order to establish the PCA, City's Electric Utility Staff provides a recommendation to the City Commission of the PCA for upcoming 3-month period (i.e. quarterly). Staff uses a combination of actual incurred purchased power costs for the prior period and a forecast of purchased power costs for the upcoming 3-month period to calculate the recommended the PCA. In performing its analysis Staff calculates a true-up amount representing the over or under recovery of purchased power costs from the prior period.

Section 3 of City's Resolution 92-2021 defines the Purchased Power Cost Adjustment (PCA) and formula for calculation as follows:

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

Where:

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

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

costs from the prior period

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

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

Accordingly, the recommended PCA elements effective June 1, 2022 are as follows:

A = \$4,844,955

B = -\$490,432

C = \$0

D = 103,846 MWh

PCA = \$41.93 per MWh

If approved, the monthly bill for the benchmark 1,000 KWh per month Residential Customer will increase by \$4.93 per month

MOTION:

Move to approve/disapprove the PCA of \$0.04193 per kWh for the period of June 1, 2022 through August 31, 2022

ATTACHMENT(S):

Fiscal Impact Analysis- N/A

Resolution 92-2021

PCA Templates for Rates Effective June 1, 2022

RESOLUTION NO. 92-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES, AND REGULATIONS FOR ALL ELECTRICITY SOLD BY THE CITY OF LAKE WORTH BEACH, FLORIDA FOR USE OF ELECTRIC LIGHT AND POWER SYSTEM; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida, is authorized and required to fix uniform and adequate rates for its service; and

WHEREAS, the rates set forth herein are just and equitable and serve a valid public purpose.

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

Section 1. Definitions: For the purpose of this resolution, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

- A. "Shall" is always mandatory and not merely directory.
- B. "Net Metering Accounts" are those customer accounts with the City's Electric Utility where the customer has applied to the City's Electric Utility; installed a Customer-Owned Renewable Generation System (as defined in the Net Metering Program Rules and Regulations); executed a City Interconnection Agreement; has been approved by the Electric Utility for interconnection with the City's electric system; and, remains in compliance with the City's Net Metering Program. All rates applicable to Net Metering Accounts are governed by Resolution No. 45-2019 (as may be amended from time to time).
- C. "Purchased Power Cost Adjustment (PCA)" The cost of electricity is affected by the price of fuel and the purchase price of power supply. The PCA is an adjustment charge caused by an increased or decreased in the cost to purchase or supply power to customers. It is shown on the customer's bill as a credit or a surcharge to the price per kilowatt-hour. The customer's utility bill may have a credit, as the cost of power supply decreases, or it may have a surcharge when the costs increase.

Section 2. The following schedules shall be the rates charged and the regulations imposed by the City of Lake Worth Beach, Florida, on all electric power sold by the City of Lake Worth Beach, Florida for lighting, heating and power purposes, to wit:

A. Regular Residential Electric (Schedule R-S)

1. Designation: Regular Residential Electric
2. Applicable: For domestic electric purposes in private residences and individually metered apartments. Residential rates shall apply for electric energy used in commonly-owned facilities in condominiums and cooperative apartment buildings, subject to the following criteria:
 - a. 100% of the energy is used exclusively for the co-owner's benefit.
 - b. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
 - c. Each point of delivery will be separately metered and billed.
 - d. A responsible legal entity is established as the customer to whom the City of Lake Worth Beach can render its bills for said service.
 - e. A cooperative or condominium requesting residential rates shall apply for the rate and establish the above criteria.
3. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder. Recognized rooming houses, tourist homes and dwellings accommodating more than four paying guests supplied through a single meter will not be served under this schedule.
4. Service: Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill. \$10.55 per month.
 - b. Energy Charge per kWh

	First 1,000 KWH's	Excess
Base Energy	\$0.06900	\$0.08900
Power Cost Adjustment	\$0.03490	\$0.04490
Capacity	N/A	N/A
Total	\$0.1039	\$0.1339

6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be charged at \$35.00 per month.

B. Regular Commercial Service (Schedule C-S)

1. Designation: Regular Commercial Electric.
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill. \$17.00 per month.
 - b. Energy Charge per kWh.

	All kWhs
Base Energy	\$0.08700
Power Cost Adjustment	\$0.03700
Capacity	N/A
Total	\$0.12400

6. The rates listed above includes all administrative charges from the City of Lake Worth Beach.
7. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$50.00 per month for single phase service and \$100.00 per month for poly phase service.

C. Demand Commercial Service (Schedule CD-S)

1. Designation: Demand Commercial Electric
2. Applicable: For customers who qualifies for service under Schedule C-S above and has a peak demand of 25 kW or greater for three (3) consecutive months:
3. Limitations: Auxiliary or stand-by service or resale not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill, which will be applied to each electric account receiving a bill. \$130.00 per month.
 - b. Energy Charge per KWH

	All kWhs	Demand - KW
Base Energy	\$0.05200	\$12.00
Power Cost Adjustment	\$0.03700	
Capacity Charge	N/A	
Total	\$0.08900	\$12.00

6. The rates listed above include all administrative charges from the City of Lake Worth Beach.
7. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
8. Power Factor Adjustment: When demand is measured with a kW meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
9. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
10. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
11. Minimum Bill: The minimum bill for electric use shall be \$250.00 per month.

D. Regular Time of Use Commercial Service (Schedule CT-S)

1. Designation: Time of Use Commercial Service
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each electric account receiving a bill. \$30.00 per month.
 - b. Energy Charge:
 - i. Off Peak \$0.0840 per kWh
 - ii. On Peak \$0.2600 per kWh
 - iii. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.

6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$50.00 per month for single phase service and \$100.00 per month for poly phase service.

E. Time of Use Demand Commercial Service (Schedule CDT-S)

1. Designation: Time of Use Demand Commercial Service
2. Applicable: For commercial, industrial, and governmental use within the territory served by the Electric Distribution System of the City of Lake Worth Beach, as available and at the option of the City.
3. Limitations: For consumers who own renewable energy facilities (such as wind, solar power or home fuel cells), resale of the electric energy is not permitted hereunder.
4. Service: Single or three phase, 60 cycles and at any available standard 416 voltage, at the option of the City of Lake Worth Beach.
5. Monthly Rates:
 - a. Customer Charge: A fixed charge based on the cost of preparing and delivering a bill which will be applied to each Electric account receiving a bill. \$140.00 per month.
 - b. Energy Charge:
 - i. Off Peak \$0.0620 per kWh
 - ii. On Peak \$0.2400 per kWh
 - iii. Demand Charge: \$7.00 per kW.
 - iv. Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.
 - v. Power Factor Adjustment: When demand is measured with a kW 438 meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.
 - vi. Determination of Off-Peak Period: October – May: The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day.
 - vii. June – September: The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day. All other hours are considered on peak hours.
6. Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.
7. Purchased Power Cost Adjustment Charge: A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.

8. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.
9. Minimum Bill: The minimum bill for electric use shall be \$140.00 per month.

F. Electric Vehicle Charging Level II (Schedule EV2-S)

1. Designation: Electric Vehicle Charging Level II
2. Applicable: For City owned public electric vehicle Level II charging stations.
 - a. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
 - b. Each point of delivery will be separately metered and billed.
 - c. Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.

3. Energy Charge per kWh

	All KWH's
Base Energy	\$0.05148
Power Cost Adjustment	\$0.03578
Capacity	\$0.01020
Total	\$0.09746

4. The rates listed above include all administrative charges from the City of Lake Worth Beach.
5. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
6. Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

G. Private Area Lighting (Schedule L-P)

1. Designation: Private Area Lighting
2. Applicable: For year-round outdoor security lighting of yards, driveways, walkways, parking lots, parks, and other areas, under the following conditions:
 - a. Lights to be served hereunder shall be at locations that are easily and economically accessible to the City of Lake Worth Beach equipment and personnel for construction and maintenance.
 - b. Original location of lighting fixtures shall be by mutual agreement and shall not be located so as to create a public nuisance.
 - c. Any relocation requested by customer after installation shall be made at customer's expense. All new lighting units provided under this Schedule shall be the high pressure sodium vapor (conservation lighting) type.
3. Limitations:
 - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
 - b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

4. **Service:** Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day and maintenance of facilities. The City of Lake Worth Beach will replace all burned out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the customer that such work is necessary. The City of Lake Worth Beach shall be permitted to enter the customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities. Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth Beach.
5. **Term of Service:** Not less than one (1) year.
6. **Monthly Rates:** A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
 - a. **Standard Lighting:**

Description Unit Cost per Month

175 Watt (7,000 Lumen) Mercury –Vapor Street Light Unit on Existing Pole	\$12.21
400 Watt (20,500 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$19.15
1,000 Watt (55,000 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$37.68
100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$9.93
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$14.26
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$17.05
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$17.15
48 Watt LED Street Light Unit on Existing Pole	\$9.00
70 Watt LED Street Light Unit on Existing Pole	\$9.70
80 Watt LED Street Light Unit on Existing Pole	\$9.70
101 Watt LED Street Light Unit on Existing Pole	\$16.30
110 Watt LED Street Light Unit on Existing Pole	\$16.30
133 Watt LED Street Light Unit on Existing Pole	\$16.30
150 Watt LED Street Light Unit on Existing Pole	\$16.30
Wood Pole and span of Overhead Conductors or Pole used only for Light	\$10.00
Concrete Pole and Span of Overhead Conductors or Pole used only for Light	\$15.00
Underground Conductors up to 150 feet	\$1.33
Underground Conductors from 150 feet to 300 feet	\$2.68

7. **Purchased Power Cost Adjustment Charge:** A Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. **Outside City Limits Surcharge:** A surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

H. Street Lighting (Schedule L-S)

1. Designation: Street Lighting
2. Applicable: For lighting of public right-of ways.
3. Limitations:
 - a. Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder.
 - b. The City of Lake Worth Beach, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.
 - c. Should the City of Lake Worth Beach be required by the customer to replace the street light(s) with a light (or lights) of another type or rating, then the customer may be required to pay the estimated labor, vehicle use and other direct costs involved in replacing the fixtures.
4. Service: Service includes lamp renewals, energy from approximately dusk each day until dawn the following day and maintenance of City of Lake Worth Beach owned street lighting systems.
5. Term of Service: For not less than ten (10) years for City of Lake Worth Beach facilities or customer will be required to pay depreciated cost of installed facilities plus cost of removal.
6. Monthly Rates:
 - a. A fixed monthly charge based on the number of units installed shall be charged based on the following schedule.
 - b. Conservation Lighting:

Description Unit Cost per Month

100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$7.85
150 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$9.33
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$12.26
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$15.19
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$17.09
48 Watt LED Street Light Unit on Existing Pole	\$9.00
70 Watt LED Street Light Unit on Existing Pole	\$9.70
80 Watt LED Street Light Unit on Existing Pole	\$9.70
101 Watt LED Street Light Unit on Existing Pole	\$16.30
110 Watt LED Street Light Unit on Existing Pole	\$16.30
133 Watt LED Street Light Unit on Existing Pole	\$16.30
150 Watt LED Street Light Unit on Existing Pole	\$16.30

c. Appurtenances:

Description Unit Cost per Month

Wood Pole and span of Overhead Conductors \$10.00 or Pole used only for Light
 Concrete Pole and Span of Overhead Conductors \$15.00 or Pole used only for Light
 Underground Conductors up to 150 feet \$1.33
 Underground Conductors from 150 feet to 300 feet \$2.68

7. Purchased Power Cost Adjustment Charge:
 - A. Purchased Power Cost Adjustment Charge will be applied as set forth in Section 3 below.
8. Outside City Limits Surcharge:
 - A. Surcharge for electric use outside the City of Lake Worth Beach, Florida, municipal limits shall be charged as set forth in Section 4 below.

Section 3. Purchased Power Cost Adjustment (PCA): A Purchased Power Cost Adjustment Charge (PCA) shall be established for a projected 3 month period for energy sales during that period as follows:

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

where:

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

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

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

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

The purchased power cost adjustment charge will be reconciled quarterly and true'd up between estimated costs and billing units and actual costs and billing units.

Section 4. Surcharge For Service Outside The Municipal Limits: With respect to any residents, premises and/or users outside the corporate limits of the City of Lake Worth Beach, Florida, where such residents, premises and/or users now or hereafter have or use electrical utility service with the electrical system of the City of Lake Worth Beach, they shall be charged a rate for the electricity they use equal to the charge established for service to the residents, premises and/or users within the City of Lake Worth Beach, Florida, plus any applicable taxes or fees that are required in the Code of Ordinances or Resolutions of the specific jurisdiction in which those accounts reside. Such taxes and fees are collected by the City of Lake Worth Beach and remitted directly to the appropriate County or Municipal entity.

Section 5. Nothing in this resolution shall prohibit the City of Lake Worth Beach from entering into an agreement to provide electricity and electric utility services to or within any unit of government or governmental subdivision with terms and conditions other than contained herein.

Section 6. All resolutions or parts of resolutions in conflict herewith are expressly repealed.

Section 7. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 8. This resolution shall be in effect for billings issued on or after January 1, 2022.

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

Mayor Betty Resch	AYE
Vice Mayor Herman Robinson	AYE
Commissioner Sarah Malega	AYE
Commissioner Christopher McVoy	AYE
Commissioner Kimberly Stokes	AYE

The Mayor thereupon declared this resolution duly passed and enacted on the 14th day of December 2021.

LAKE WORTH BEACH CITY COMMISSION

By: _____

Betty Resch, Mayor

ATTEST:



Melissa Ann Coyne, City Clerk



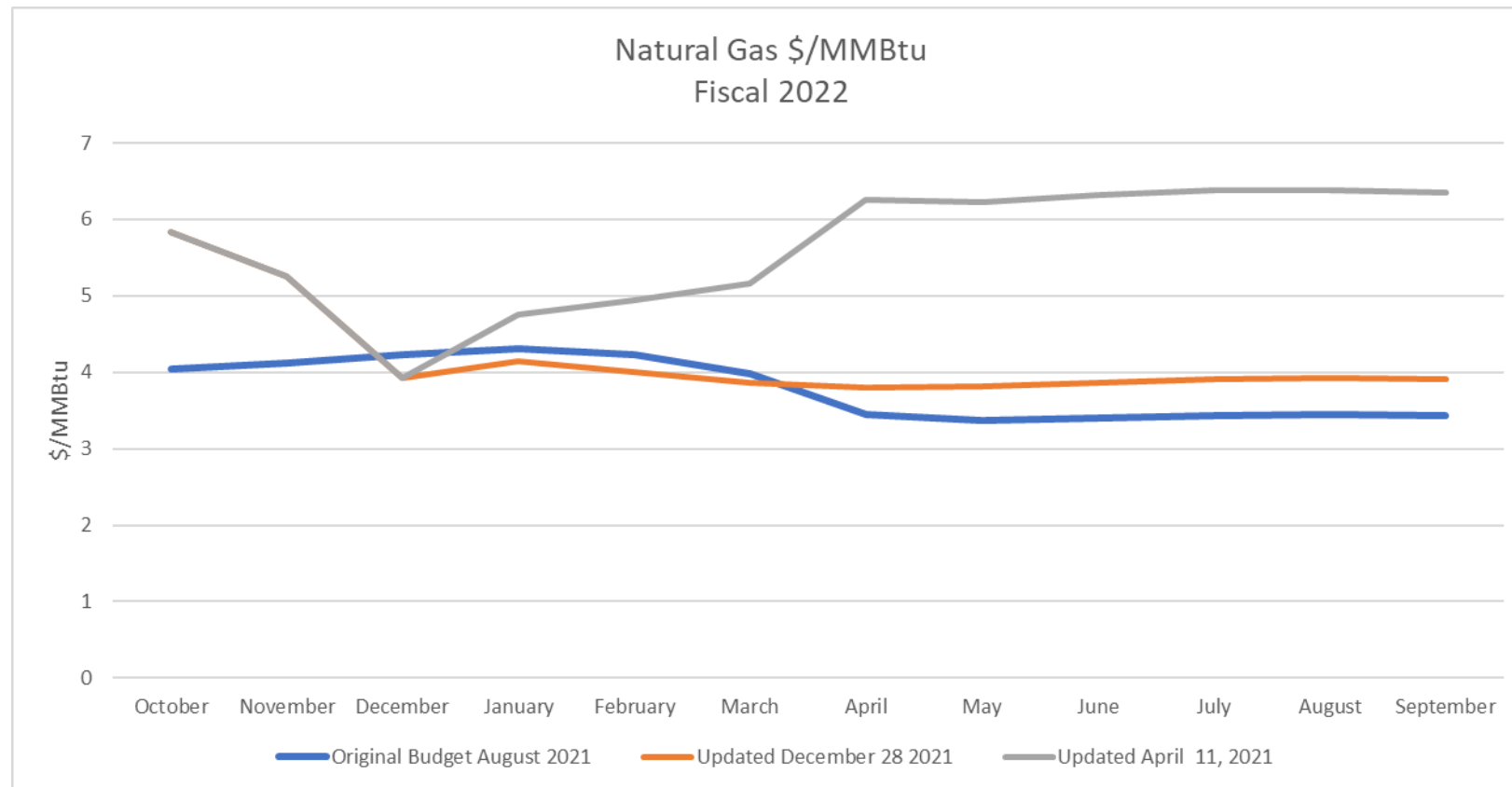
CITY OF LAKE WORTH BEACH, FLORIDA
POWER COST ADJUSTMENT CALCULATION

- 1 Projected Period April 2022 - June 2022
 2 Prior Period True-Up October 2021 - February 2022

PCA = (A + B + C) / D

3	A = Projected Power Costs for the 3 months April 2022 - June 2022 (FMPA Stanton 1 variable costs, the FMPA Municipal Solar Project power costs, supplemental purchased power capacity, energy and directly related costs, Lake Worth Beach electric utility power generating fuel, and transmission costs)	\$4,844,955
	B = True up amount for prior period October 2021 - February 2022	
4	Actual Power Costs	\$5,657,182
5	Actual PCA Revenues	<u>\$6,147,614</u>
6	B = True Up Amount	<u>-\$490,432</u>
7	C = Amount transferred to or from the Rate Stabilization Fund	\$0
8	D = Projected retail sales in MWh for the 3 months April 2022 - June 2022	103,846
9	PCA = (A + B + C) / D =	<u>\$41.93</u> per MWh
10		<u>\$0.04193</u> per kWh
11	Current PCA (Average)	\$0.03700 per kWh
12	Change in PCA	\$0.00493 per kWh
13	Monthly Change in Bill for 1,000 kWh Residential Customer	<u>\$4.93</u>

Natural Gas Prices Fiscal 2022



Five Year History of Natural Gas Prices

Natural Gas May 22 (NG=F) ☆

NY Mercantile - NY Mercantile Delayed Price. Currency in USD

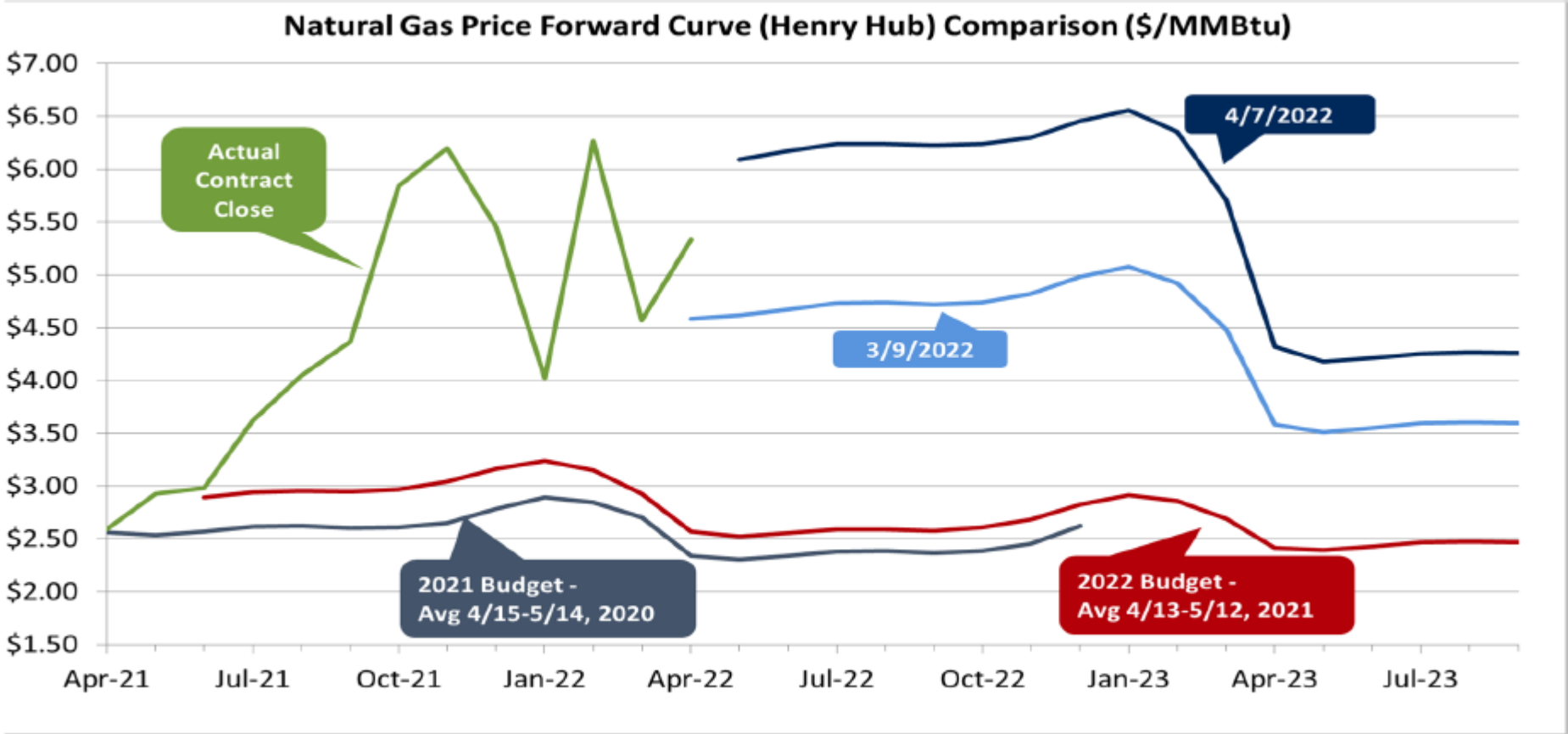
6.843 +0.163 (+2.44%)

As of 09:01AM EDT. Market open.

⊕ Indicators ⊕ Comparison | 📅 Date Range 1D 5D 1M 3M 6M YTD 1Y 2Y **5Y** Max | 📄 Interval 1W ▾ 📈 Line ▾ 🗑 Draw ⚙️ Set



Natural Gas Price Forecasts



EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: April 26th, 2022

DEPARTMENT: Electric Utility

TITLE:

First Amendment to LE Myers Work Order No. 9

SUMMARY:

This First Amendment to Work Order No. 9 authorizes The L.E. Myers Co., to complete additional construction services for the 7th Ave. North Substation project in the amount not to exceed \$102,657.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposal (RFP 18-206) seeking proposals from qualified Electric Utility Contractors to build and construct numerous storm hardening and reliability improvement projects to the City's electrical transmission and distribution systems. A total of six Electric Utility Contractors were selected by the evaluation committee to complete these services.

On August 31st, 2021, the City Commission approved Work Order No. 9 with The L.E. Myers Co., to complete construction services for the complete re-build of the 7th Avenue North Substation.

The 7th Avenue North Substation previously operated at 4kV and provided power to distribution circuits 0701, 0702, 0703 and 0704. The new 7th Ave North substation will have an operating voltage of 26kV thus requiring voltage upgrades from 4kV to 26kV on 0702, 0703 and 0704 feeders, while the 0701 circuit remains at 26kV operating voltage.

During the construction phase of the project, additional work was identified to continue construction coordination efforts with the 7th Ave North substation build and the storm hardening and voltage conversion projects.

The scope of additional work was due to discrepancies within the construction drawings and Bill of Materials (BOM), material changes due to material lead-time issues and additional work not identified during the design phase of the project. The scope of changes associated with additional materials required included; purchase of FRP conduit due to lead-time issue with standard pvc conduit; purchase of additional cable, connectors and fittings to accommodate cable material change from 1000 to 750 and purchase of additional miscellaneous items not included in the original BOM. The scope of changes associated with additional out of scope items included; installation of additional FRP conduit, relocation of regulator control boxes due to clearance/access issue, installation of additional 2 inch conduit for CT junction boxes, drilling of approximately 200 additional holes, installation of additional conduit for lightning protection systems and asbestos abatement which was discovered during demo of the old metal clad switchgear structure. The complete scope of changes is included in the attached Amendment and City's Changer Order log. The costs to complete the additional work is not to exceed \$102,657.

MOTION:

Move to approve/disapprove First Amendment to Work Order No. 9 to The L.E. Myers Co. to complete the 7th Ave N Substation Project in the amount not to exceed \$102,657.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment to Work Order No. 7

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$102,657	0	0	0	
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$102,657	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account 421-6034-531-63.15, Project SH2110, a budget transfer has been submitted to finance and is pending approval.

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Electric	T&D	Improve Other than Build / Infrastructure	SH2110	1,377,146	-\$88,495	\$200,000	\$102,657	\$8,848

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
FIRST AMENDMENT WORK ORDER NO. 9
7th AVE N Substation Construction**

THIS FIRST AMENDMENT for System Hardening and Reliability Improvements ("First Amendment" hereafter) is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **The L. E. Myers Co.**, a Florida corporation ("Contractor").

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: **7th Ave N Substation Construction** (the "Project"). The Project is more specifically described in the proposal prepared by The L.E. Myers Co., dated July 28, 2021 and plans prepared by E.C. Fennell and are incorporated herein by reference.

2.0 Scope

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

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this First Amendment shall be within **30** calendar days from the Effective Date of this First Amendment. Final completion of all services and work (and all punch-list items (if any)) under this First Amendment shall be within **45** calendar days from the Effective Date of this First Amendment. The Effective Date of this First Amendment is the date following the parties' execution of this First Amendment and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this First Amendment, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this First Amendment and the Contract Documents, and that the City will suffer financial loss if the services and work described in this First Amendment and the Contract Documents are not completed within the times specified in this First Amendment. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City **100** dollars (\$100 .00) for each day that expires after the time specified in this First Amendment.

4.0 Compensation

This First Amendment is issued for a not to exceed amount of \$ 102,656.35. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

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

5.0 Project Manager

The Project Manager for the Contractor is Raymond Richards, phone: 407-466-4663; email: RRichards@mygroup.com; and, the Project Manager for the City is David Martyniuk, phone: 561-586-1629; email: Dmartynuik@lakeworthbeachfl.gov

6.0 Progress Meetings

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

7.0 Contractor's Representations

In order to induce the City to enter into this First Amendment, the Contractor makes the following representations:

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

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

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

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

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

8.0 Warranty

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

7.0 Authorization

This First Amendment is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated **May 15, 2018** ("Contract" hereafter). If there are any conflicts between the terms and conditions of this First Amendment and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the System Hardening and Reliability Improvements Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

The L.E. Myers Co.

By: _____

[Corporate Seal]

Print Name: RAYMOND RICHARDS

Title: SR. OPS. MANAGER

STATE OF Florida)
COUNTY OF Lake)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 8th day of April 2022, by Raymond Richards, as the Sr. Ops Manager [title] of The L.E. Myers Co., a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced Personally Known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Megan Heer
Notary Public Signature

Notary Seal:

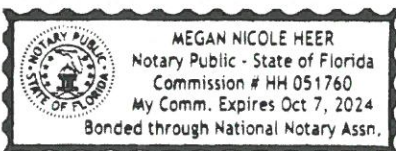


EXHIBIT "1"
Contractors Proposal & City's Change Order Log



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

407-466-4663 Phone

Raymond Richards
Sr. Ops Manager

Equal Opportunity Employer

April 6th, 2022
David Martyniuk
Transmission & Substation Engineering Manager
City of Lake Worth Beach

RE: Request for Equitable Adjustment
Subject: 7th Ave N Substation Construction

Dear David,

The L.E. Myers Co. is currently working through the final stages of construction on the 7th Ave N Substation, which will result in the substation conversion upgrade from 4kV to 26kV and continue the City's progress on their System Hardening & Reliability Improvements Project. Due to discrepancies within the construction drawings, that all parties are aware of and have discussed throughout the duration of the project, the L.E. Myers Co. is requesting an equitable adjustment to offset the additional costs that we have had to incur in order to successfully complete the project per LWBEU standards. Along with the adjustments for discrepancies within the drawings, we have also performed work that was not in the original scope for which we believe we should be compensated for. Below you will find our list of items for which are requesting an additional compensation.

Original Additional Material	\$ 88,686.98
<u>Reduced Amount</u>	<u>- \$ 15,564.85</u>
Amount Due	\$ 73,122.13
Additional/Out of Scope Work	\$ 54,849.09
<u>Reduced Amount</u>	<u>- \$ 25,314.87</u>
Amount Due	\$ 29,534.22
Total Compensation:	\$102,656.35

Pricing Details – Additional Materials

Item #	Description	Qty	Unit	Unit Price
1	Purchase of 6" FRE Conduit with associated fittings and adhesive's that was not listed on the BOM or the conduit schedule.	1	LS	\$32,881.00
2	Purchase of a 500' reel of 750 CU due to the change from 1000 to 750 as the 1000 was too large to connect to the fittings as originally designed. The 750 CU also replaced the 350 for the feeder cables.	1	LS	\$13,854.50
3	Purchase of additional 750 connectors and fittings in order to accommodate the change to the 750 CU instead of the original 1000 and 350 as well as the bus bar end caps.	1	LS	\$7,846.30
4	Miscellaneous extra materials needed to complete the project above what was listed on the BOM as well as items not listed on the BOM. Additional fuse blocks	1	LS	\$18,540.33

Pricing Details – Additional / Out of Scope Work

Item #	Description	Qty	Unit	Unit Price
1	6" FRP conduit installation. Includes difference between pvc and FRP pipe of \$9,270.41 and Additional footage for 09 circuit of \$3,969.00	1	Multiplier of 1.491 for delta	\$13,239.41
2	Relocation of the regulator boxes on the AC phase regulators. The original design had the boxes installed in line with the columns. This would not allow the cabinet to open so they had to be moved. See timesheet week ending 1/30/22 for hours worked.	1	T&E Rates per MSA.	\$3,122.32
3	Installation of an additional 50 feet of 2" conduit for the junction box for the slip over CT's that was not on the original drawings. Unit price of \$35/foot.	1	Unit Rate per the contract.	\$1,750.00
4	Additional hole drilling over 200 holes. The contract states that a quantity of 200 drilled holes is considered normal for installation. We had to drill a total of 415 holes, which is 215 more than is considered "normal". 1/4 of a manhour per each drilled hole. 215 holes x \$26.92.	1	T&E Rates per MSA.	\$5,786.73
5	Installation of additional conduit to the lightening poles	1	T&E Rates per MSA.	\$3,875.76
6	Unknown Asbestos Abatement of existing wire in existing equipment to be removed.	1	LS	\$1,760.00

The L.E. Myers Co. values the city as a customer and we appreciate all of the support and coordination that has been provided to drive this project forward. We hope this meets with your approval. If you have any questions, do not hesitate to contact.
Brendan Ryan @ 352-901-0804.

Sincerely,
The L. E. Myers Co.

Raymond Richards
Raymond Richards
Sr. Ops. Manager

CC: James Summers - L.E. Myers, Estimator
Jeff Webber - L.E. Myers, Regional Manager
Danny Gessman - L.E. Myers, Vice President





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

CHANGE ORDER

Project Number: SH2110 **Contractor:** The L.E. Myers Co.

Project Name: 7th Ave N Substation Construction


Change Order Number: 1

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

Change Order Type: NTE Lump Sum **Existing Purchase Order Number:** 186883

Description of Change:

1. Purchase of 6" FRE Conduit with associated fittings and adhesive's that was not listed on the BOM or the conduit schedule.
2. Purchase of a 500' reel of 750 CU due to the change from 1000 to 750 as the 1000 was too large to connect to the fittings as originally designed. The 750 CU also replaced the 350 for the feeder cables.
3. Purchase of additional 750 connectors and fittings in order to accommodate the change to the 750 CU instead of the original 1000 and 350 as well as the bus bar end caps.
4. Miscellaneous extra materials needed to complete the project above what was listed on the BOM as well as items not listed on the BOM. Additional fuse blocks.
5. 6" FRP conduit installation. Includes difference between pvc and FRP pipe of \$9,270.41 and Additional footage for 09 circuit of \$3,969.00.
6. Relocation of the regulator boxes on the AC phase regulators. The original design had the boxes installed in line with the columns. This would not allow the cabinet to open so they had to be moved. See timesheet week ending 1/30/22 for hours worked.
7. Installation of an additional 50 feet of 2" conduit for the junction box for the slip over CT's that was not on the original drawings. Unit price of \$35/foot.

- 
8. Additional hole drilling over 200 holes. The contract states that a quantity of 200 drilled holes is considered normal for installation. We had to drill a total of 415 holes, which is 215 more than is considered "normal". 1/4 of a manhour per each drilled hole. 215 holes x \$26.92.
 9. Installation of additional conduit to the lightening poles
 10. Unknown Asbestos Abatement of existing wire in existing equipment to be removed
-

Change Order Log

Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
1	Purchase of 6" FRE Conduit with associated fittings and adhesive's that was not listed on the BOM or the conduit schedule.	1	LS	32,881.00	\$32,881.00
2	Purchase of a 500' reel of 750 CU due to the change from 1000 to 750 as the 1000 was too large to connect to the fittings as originally designed. The 750 CU also replaced the 350 for the feeder cables	1	LS	13,854.50	\$13,854.50
3	Purchase of additional 750 connectors and fittings in order to accommodate the change to the 750 CU instead of the original 1000 and 350 as well as the bus bar end caps.	1	LS	7,846.30	\$7,846.30
4	Miscellaneous extra materials needed to complete the project above what was listed on the BOM as well as items not listed on the BOM. Additional fuse blocks	1	LS	18,540.33	\$18,540.33
5	6" FRP conduit installation. Includes difference between pvc and FRP pipe of \$9,270.41 and Additional footage for 09 circuit of \$3,969.00	1	Multiplier of 1.491 for delta	13,239.41	\$13,239.41
6	Relocation of the regulator boxes on the AC phase regulators. The original design had the boxes installed in line with the columns. This would not allow the cabinet to open so they had to be moved. See timesheet week ending 1/30/22 for hours worked.	1	T&E Rates per MSA.	3,122.32	\$3,122.32
7	Installation of an additional 50 feet of 2" conduit for the junction box for the slip over CT's that was not on the original drawings. Unit price of \$35/foot.	1	Unit Rate per the contract.	1,750.00	\$1,750.00
8	Additional hole drilling over 200 holes. The contract states that a quantity of 200 drilled holes is considered normal for installation. We had to drill a total of 415 holes, which is 215 more than is considered "normal". 1/4 of a manhour per each drilled hole. 215 holes x \$26.92.	1	T&E Rates per MSA.	5,786.73	\$5,786.73
9	Installation of additional conduit to the lightening poles	1	T&E Rates per MSA.	3,875.76	\$3,875.76
10	Unknown Asbestos Abatement of existing wire in existing equipment to be removed.	1	LS	1,760.00	\$1,760.00
	Discount				-\$40,879.72
	Total Amount				\$102,656.35

Price of Original Contract: \$1,361,397.36 (Commission Approved on 9/07/2021)

Current Price of Contract (including Change Orders): \$1,361,397.36

Price of Current Change Order: \$102,656.35

New Contract Price: \$1,464,053.71

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

Contract Time Change:

No Change Extended Decreased by 45 calendar days

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

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

Reviewed and Accepted by: The L.E. Myers Co.
(Contractor Name)

Contractor Representative (Signature) Title Date

Approved by: _____

Director: _____ Date: _____

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: April 26, 2022

DEPARTMENT: Electric Utility

TITLE:

Ratification of Work Order No. 60 with NuCAT Corp. for emergency repairs on the Canal Substation Transformer

SUMMARY:

The Work Order authorizes NuCAT Corp. to purchase materials necessary to complete emergency repairs and testing on the Load Tap Changer (LTC) on TD70 substation transformer for the City at a cost not to exceed \$91,518.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposals (RFP 18-203) to provide Letters of Interest and Proposals from qualified entities to perform inspections, testing, repair and preventative maintenance for various electrical components located at the City's substations and power plant on an "as-needed" basis. NuCAT Corporation was selected under RFP 18-203 Electrical Equipment Inspection, Testing, Repair and Maintenance Services for an initial term of three (3) years with two (2) additional, one (1) year extension options.

Through recent maintenance and inspections completed by NuCAT at the City's Canal substation, the LTC on TD70 was determined to be in need of immediate repairs. The Load Tap Changer (LTC) is an essential component of a power transformer that adjusts the output voltage of the transformer, either up or down, so as to allow the electric system to operate within a required voltage range. The Canal Distribution Substation is equipped with one, 138kV to 26kV, step down transformer and currently supports approximately 5,785 customers including Palm Beach State College through the 6001, 6003, 6004 & 4RDR01 circuits.

The scope of services to be provided by NuCAT includes providing all materials, test equipment, labor and technical supervision to complete repairs on the LTC on the substation transformer. With the on-set of summer and hurricane season, work to get parts ordered and repairs completed on this transformer have expedited as an emergency. Purchase Order 188778 has been issued to purchase the parts required to complete the necessary repairs in the amount of \$91,518. The LTC has been successfully repaired and has been placed back in service on April 5th, 2022.

MOTION:

Move to ratify/not ratify Work Order No. 60 with NuCAT Corp. to procure materials necessary to complete emergency repairs on TD70 transformer at cost not to exceed \$91,518.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order No. 60

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$91,518	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$91,518	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account 401-6034-531-46.71. The account balances below include the encumbrance of Purchase Order 188778 in the amount of \$91,518

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
401-6034-531-46.71	Electric	T&D	Repair/Maint Services / Substation Equipment	N/A	455,000	31,520	N/A	91,518	\$31,520

Electrical Equipment Inspection, Testing, Repair and Maintenance Services**WORK ORDER NO. 60**

THIS WORK ORDER for SERVICES ("Work Order" hereafter) is made on 4/4/2022 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **NuCAT Corporation**, a Florida corporation ("Contractor").

1.0 Project Description:

The City desires the Contractor to provide those services and work as identified herein related to the City's Electric Utility System generally describe as: Procurement of Parts for transformer TD70 Load Tap Changer. (the "Project"). The Project is more specifically described in the scope and fee proposal prepared by NuCAT Corp., dated March 24, 2022, and which are incorporated herein by reference.

2.0 Scope

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

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **45** 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 **60** calendar days from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City 100 dollars (\$100 .00) for each day that expires after the time specified in this Work Order.

4.0 Compensation

This Work Order is issued for a lump sum, not to exceed amount of \$91,518.00. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

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

_____.

5.0 Project Manager

The Project Manager for the Contractor is David Bernier , phone: 954-553-5566 ; email: davidbernier@nucacorp.com ; and, the Project Manager for the City is David Martyniuk, phone: 561-586-1629 ; email: Dmartyniuk@lakeworthbeachfl.gov .

6.0 Progress Meetings

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

7.0 Contractor's Representations

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

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

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

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

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

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

8.0 Warranty

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

9.0 Authorization

This Work Order is pursuant to the Electrical Equipment Inspection, Testing, Repair and Maintenance Services Contract for between the City of Lake Worth Beach and the Contractor, dated May 15, 2018 ("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

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order to the Electrical Equipment Inspection, Testing, Repair and Maintenance Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA



By: Carmen Y. Davis
Carmen Davis, City Manager

* The City Manager has approved this document pursuant to her emergency powers under the City's procurement code. As soon as reasonably possible, this document will be presented to the City Commission for ratification.

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: Bruce T. Miller
Bruce T. Miller, Financial Services Director

CONTRACTOR: NuCAT Corporation



[Corporate Seal]

By: DAVID BERNIERE
Print Name: David Berniere
Title: PRESIDENT

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 30 day of March 2022, by David Berniere, as the President [title] of NuCAT Corporation, a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced FL drivers license as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

[Signature]
Notary Public Signature

Notary Seal:

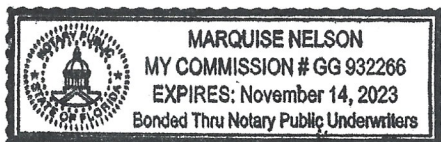


Exhibit 1
Contract for Electrical Equipment Inspection, Testing, Repair and
Maintenance Services
Task Order No. 060

Services to be provided by: NuCAT Corporation

Services provided to (City): City of Lake Worth Beach

Proposal Date: March 24, 2022

Proposal Terms

A. Project Description:

Supply Replacement parts for LTC TD-70

B. Scope of Services:

NuCat Corp. Will supply replacement parts to facilitate the repair of Transformer TD-70.

C. Equipment:

D. Fees and Rates:

1. NuCat Corp. will complete the following work on a time and material basis, we anticipate the total cost to be \$91,518.00

Supply Replacement Parts for LTC Transformer TD-70 for The City of Lake Worth Estimate of Fees

Supply Replacement Parts for LTC Transformer TD-70											
Technicians						Engineer					
Men	Hrs ST	Rate	Hrs OT	Rate	Total	Men	Hrs ST	Rate	Hrs OT	Rate	Total
0	0	\$95.00	0	\$142.50	\$0.00	0	0	\$125.00	0	\$187.50	\$0.00
0		\$95.00	0	\$142.50	\$0.00	0		\$125.00	0	\$187.50	\$0.00
Total					\$0.00	Labor Total					\$0.00
Material											
Description	Price EA	QTY	Total	Mrk up	Total						
LTC TC-525 rebuild kit	\$76,265.00	1	\$76,265.00	1.2	\$91,518.00						
			\$0.00	1.2	\$0.00						
			\$0.00	1.2	\$0.00						
			\$0.00	1.2	\$0.00						
			\$0.00	1.2	\$0.00						
			\$0.00	1.2	\$0.00						
			\$0.00	1.2	\$0.00						
			\$0.00	1.2	\$0.00						
			\$0.00	1.2	\$0.00						
			\$0.00	1.2	\$0.00						
			\$0.00	1.2	\$0.00						
			\$0.00	1.2	\$0.00						
			\$0.00	1.2	\$0.00						
				Mtl Total	\$91,518.00						
Grand Total										\$91,518	



NuCAT CORPORATION
657 RAMBLING DRIVE CIRCLE
WELLINGTON, FL 33414

PH: (561) 333-4021

March 24, 2022

City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461
Attention: David Martyniuk

Ref No.: NC03242201

Subject: Contract for Electrical Equipment Inspection, Testing, Repair And
Maintenance Services. Work Oder # 060

Dear David:

Per your request, NuCAT Corporation is pleased to provide you with this proposal to supply replacement parts for TD-70 LTC.

SCOPE OF WORK:

NuCat Corp. will supply the following replacement parts to facilitate the repair of TD-70 LTC.

Three Tap Heads with contacts.
Six Diverters with contacts.
Three Selector rotor with contacts.
Six Pushrods

PRICING:

Total Price \$91,518.00

Sincerely,
David A Bernier
David A Bernier

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: April 26th, 2022

DEPARTMENT: Electric Utility

TITLE:

Work Order No. 3 with Hooper Corp., for Main Yard Control House construction services

SUMMARY:

Work Order No. 3 authorizes Hooper Corp., to complete construction services associated with the installation of the new Main Yard Control House at the City's Main Substation in the amount not to exceed \$1,354,828. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposal (RFP 18-206) seeking proposals from qualified Electric Utility Contractors to build and construct numerous storm hardening and reliability improvement projects to the City's electrical transmission and distribution systems. A total of six Electric Utility Contractors were selected by the evaluation committee to complete these services.

On September 10th, 2021 the City Commission approved the purchase of a new Prefabricated Main Yard Control House with KVA, Inc. The purchase of the control house included the Control House Structure, (11) new digital relay control panels, (1) spare control cabinet and ancillary components. During the past 6 months the new control house was fabricated off-site and is scheduled for delivery in May.

The Main Yard Substation is located on the east side of the Power Plant property at 301 College Street. The Main Yard substation operates as a 138kV to 26kV distribution substation and is equipped with two 138kV to 26kV step-down power transformers. The Main Yard protection relays are currently housed within breaker cabinets, relay cabinets and several other pieces of equipment within the Main Yard substation in unconditioned space and are exposed to temperature fluctuations as well as high-humidity environment. Additional relays and controls are located in the System Operations facility which is a non-hardened facility and is at risk in the event of a severe wind-storm event.

Over the past year, the electric utility has completed design of the new Main Yard Control House, incorporating the both the 138kV protection devices and 26kV protection devices for the Main Yard in one hardened structure. The new pre-fabricated Main Yard Control House will provide a robust shelter, capable of withstanding a 180mph wind load, for the substation relays, controls & protection equipment. The new Main Yard Control House will also serve as the communications hub between the new 138kV Canal Switchyard and the Hypoluxo Substation and is a vital component of the transmission system upgrades.

Work Order No. 3 authorizes Hooper Corp. to furnish all tools, labor, supervision, equipment, services and materials, (materials other than those furnished by CITY) for the proper installation, wiring and commissioning of the new Main Yard Control House. The scope of work includes

installation of the following; conduit/cable trench and pull boxes, power transformer (PT) & fuse cutout's, grounding, control and power cables, junction boxes, control building installation and clearing and grading. Hooper Corp. will provide all labor, equipment and ancillary materials required to complete the project at a cost not to exceed \$1,354,828.

MOTION:

Move to approve/disapprove Work Order No. 3 with Hooper Corp. to complete the Main Yard Control House project in the amount not to exceed \$1,354,828.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order No. 3

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$1,354,828	0	0	0	
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$1,354,828	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account 421-6034-531-63.15, Project SH2103. A budget transfer request has been submitted to finance for approval.

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Electric	T&D	Improve Other than Build / Infrastructure	SH2103	2,000,000	825,400	550,000	1,354,828	\$20,572

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
WORK ORDER NO. 3
New Main Yard Control House Construction**

THIS WORK ORDER for System Hardening and Reliability Improvements (“Work Order” hereafter) is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City”) and **Hooper Corp.**, a Florida corporation (“Contractor”).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: **New Main Yard Control House Construction** (the “Project”). The Project is more specifically described in the request for pricing and proposal prepared by **The Hooper Corp.**, dated **April 6, 2022** and plans prepared by TeamworkNET and are incorporated herein by reference.

2.0 Scope

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

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **180** 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 **210** calendar days from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City **250** dollars (\$250 .00) for each day that expires after the time specified in this Work Order.

4.0 Compensation

This Work Order is issued for a not to exceed amount of \$1,354,827.63. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: Items to be purchased by the City are included under "Owner Supplied Material", page 9 & 10 of the Contractor's proposal attached hereto and incorporated herein as Exhibit "1".

5.0 Project Manager

The Project Manager for the Contractor is Omar Delgado, phone: 1-407-319-9951; email: odelgado@hoopercorp.com and, the Project Manager for the City is David Martyniuk, phone: 561-586-1629; email: Dmartyniuk@lakeworthbeachfl.gov

6.0 Progress Meetings

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

7.0 Contractor's Representations

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

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

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

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

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

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

8.0 Warranty

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

7.0 Authorization

This Work Order is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated May 15, 2018 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order to the System Hardening and Reliability Improvements Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

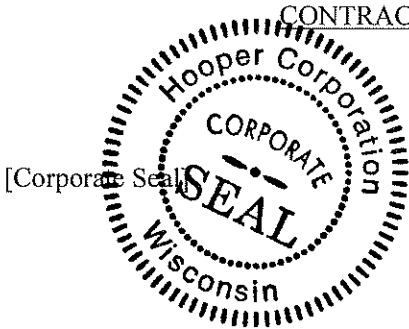
APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

Hooper Corp.



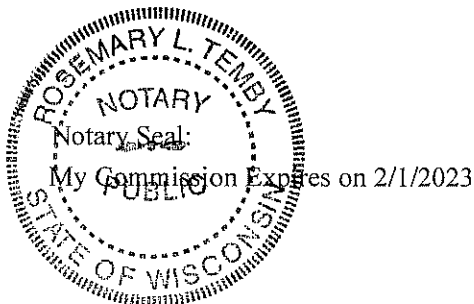
By: *Jacob Davie*

Print Name: G. Jacob Davie

Title: Vice President

STATE OF Wisconsin)
COUNTY OF Dane)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 11th day of April, 2022, by Jake Davie, as the Vice President [title] of **Hooper Corp.**, a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



Rosemary L. Tenby
Notary Public Signature

EXHIBIT "1"
Contractors Proposal



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

City of Lake Worth Beach, Florida
City of Lake Worth Beach Electric Utility (CITY)
Meeting Agenda & Pricing Instructions
NEW MAIN YARD CONTROL HOUSE CONSTRUCTION

1. Introduction
2. Contracted Parties
 - Owner – City of Lake Worth Beach
1900 2nd AVE North
Lake Worth, FL 33461

Project Manager CLWB: David Martyniuk (561)586-1629
dmartyniuk@lakeworthbeachfl.gov

Substation Engineer(s): Warner Patterson (561)586-1665
wpatterson@lakeworthbeachfl.gov

Supporting Engineer(s): Paul Nicholas (561)533-7353
pnicholas@lakeworthbeachfl.gov

Owners Rep/ CM: Mark Mezzancello (917)560-5379
markmezzancello@hotmail.com

Consulting Engineer: Team Work Net (TWN)
Robert Farkas (813)951-6288
rfarkas@teamworknet.com
Jose Guerra (954)939-1063
jguerra@teamworknet.com

BHI Energy
George Guirguis (561)317-3330
george.guirguis@bhienergy.com
Jose Hernandez (813)476-4859
jose.hernandez@bhienergy.com

Systems Operations: Jason Bailey (561-586-7436)
jbailey@lakeworthbeachfl.gov

3. Engineer's During Construction: TWN, CLWB, & BHI
4. Review Project Scope of Work, all specifications herein, & substation drawing package.

New Main Yard Control House Construction
RFP# 18-206 Contracts
Request for Project Pricing Instructions

1. Pricing Instructions: Shall be in accordance with RFP 18-206 and the Contract Documents. Pricing shall be provided for all labor, certain equipment, grounding, construction, project management from contractor, control house installation, conduit and cable installation, and any testing and commissioning items inside the specifications.
2. Terms and Conditions: Shall be in accordance with RFP 18-206 and the Contract Documents
3. Time of Completion: Substantial completion in 160 working days , Final Completion in 180 Working Days upon issuance of NTP or Purchase Order.
4. Contractor shall submit tentative working schedule based on expected lead times and availability.
5. Contractor shall submit a chain of command list. Final contacts can be sent upon construction start date but general flow should be provided.
6. Project Proposals shall be submitted electronically via e-mail to:
David Martyniuk: dmartyniuk@lakeworthbeachfl.gov with copy (CC) to pnicholas@lakeworthbeachfl.gov
7. During the project pricing process, all questions regarding the New Main Yard Control House Construction request shall be sent to **by March 30th, 2022 3 p.m.**
dmartyniuk@lakeworthbeachfl.gov with copy (CC) to pnicholas@lakeworthbeachfl.gov
8. **Submission Deadline**
Day/Date: Wednesday April 6th, 2022
9. **Time: 3:00 pm** by email as stated in 6 and 7 above. Submittal shall be clearly noted in email subject line **"New Main Yard Control House Construction"**
10. **Submissions shall be completed utilizing the attached Project Bid Form**

PROJECT BID FORM

The undersigned proposes to furnish all tools, labor, supervision, equipment, services and materials (materials other than those furnished by CITY) for the proper completion of this project.

This job shall be worked in accordance with the drawings, conditions, requirements and instructions covered in the Scope of Work (SOW) and oversight of the assigned construction lead.

STRUCTURAL AND ELECTRICAL INSTALLATION

Bid for performing all work as described and broken down as follows:

Trench and Pull Box Installations	<u>\$ 115,315.32</u>
PT and Fuse Cutout Installations	<u>\$ 75,687.73</u>
Grounding Installations	<u>\$ 36,394.03</u>
Conduit/Cable Trench and Pull Box Installations	<u>\$ 130,290.84</u>
Control and Power Cables Installations (incl. terminations)	<u>\$ 663,033.10</u>
Junction Boxes and Accessories	<u>\$ 20,857.59</u>
Control Building Installation	<u>\$ 37,540.59</u>
Clearing and Rock Grading	<u>\$ 89,743.00</u>
DEMO	<u>\$ 64,721.50</u>
This work may include, but is not limited to; cable pulling, cable terminations, commissioning, and demolition of existing installations (junction boxes, conduit, station service, bus PTs).	
Miscellaneous	<u>\$ 121,243.93</u>

Bid Price \$ 1,354,827.63

SPECIAL INSTRUCTIONS

Completed jobs will contain all approved documents and memos. Within three (3) working days of completion of the job, the contractor must have provided to the CITY Representative original "as-built" marked up in red. Contractor will inventory the completed work within ten (10) working days and present it to the CITY Company Representative for his/her review.

DAMAGE TO PUBLIC OR PRIVATE PROPERTY BY CITY CONTRACTOR

If the Contractor has knowledge or notification of damages done to the customer/owner's property or possessions, he will within 24 hours provide to the customer/owner the name and phone number of the Contractor's representative who will handle the claim. The CITY Company representative must also be notified of a pending claim within 24 hours.

Any damages to public or private property caused by contract crews must be repaired immediately at Contractor's expense. If, within seven (7) working days (including the day of notification), repairs have not been made, or are not in the process of being made in accordance with the customer/owner's satisfaction, CITY reserves the right to repair or have repaired all damages, and shall seek reimbursement from the Contractor, or at CITY's election, deduct any costs incurred by CITY for repairing the damages done by Contractor, including CITY administrative costs from Contractor's invoice.

CONTRACTOR SAFETY

At CITY, the safety of all personnel on site is of utmost importance. CITY is committed to achieving and maintaining an injury free work environment for their employees, the employees of its contractors and the public. CITY expects contractors to be responsible for the safety of their employees, their subcontractors and others who are on or near the job site.

As a contractor performing work for CITY, you, your employees and any subcontractors and their employees will be expected to work within all applicable federal, state and local safety laws and regulations including the Occupational Safety and Health Act and any applicable CITY safety guidelines. Any equipment supplied or brought on to CITY premises shall meet or exceed all existing OSHA requirements, all applicable federal, state and local safety laws and CITY standards. At CITY, we believe every person on our property or premises is entitled to expect a safe working environment. As a contractor your responsibilities to your employees are defined by the OSHA General Duty Clause and the Electric Utility HASP. No contractor or subcontractor shall require an employee to work in surroundings or under working conditions that are unsanitary, dangerous or hazardous to their health or safety. While your responsibilities to your employees are defined by federal law, your responsibilities to CITY, and our employees or to any other person on the job site are spelled out in your contract.

You must have a designated person on site, who is responsible for the prevention of accidents and administration of your safety program. You must report all injuries to CITY immediately. CITY may require a contractor to remove from the job site, any personnel or subcontractors who fail to obey any laws or regulations. CITY states in your contract that CITY may terminate the whole or any part of your contract for the contractor's failure to perform any of the contract obligations for health and safety.

All contractors must submit Contractor Corporate Safety Assessments.

Contractor Corporate Safety Assessment

Do you have a safety mission statement? Yes if yes, please state Safety is our first priority. We are uncompromising in our commitment to the health and safety of our employees, subcontractors, customers, and community. We will continually improve our processes, demonstrate leadership, and promote comprehensive safety. We will require individual accountability, expect all employees to adhere to our safety standards, and actively participate in and support the advancement of our health and safety practices. Safety is the responsibility of all employees, starting at top management and continuing down to individual craft worker. Everyone is responsible for achieving our goal of zero accidents resulting in a SAFE day, SAFE tomorrow, a SAFE year and a SAFE career

Do you have annual safety goals? Yes If yes, your goals are: _____

1. Formal Investigating training for Safety Representatives 2. Leadership Training

 3. Improve our Grounding Program

OSHA 200 Safety history for the most recent 3 years.
 Use the following formula for incident/accident rate:

$$\text{RATE} = \frac{\text{INJURIES X 200,000}}{\text{ACTUAL HOURS WORKED}}$$

Year	12 YTD	11	10	09
1.OSHA recordable incident rate	_____	<u>1.88</u>	<u>1.89</u>	<u>2.06</u>
2.Number of recordable injury cases.	_____	<u>16</u>	<u>17</u>	<u>16</u>
3.Lost time accident rate.	_____	<u>0.12</u>	<u>0</u>	<u>0.13</u>
4.Number of lost time accidents	_____	<u>1</u>	<u>0</u>	<u>1</u>
5.Total number of hours worked	_____	<u>1,698,175</u>	<u>1,794,374</u>	<u>1,554,159</u>
6.Number of fatalities	_____	<u>0</u>	<u>0</u>	<u>0</u>
7.Your Experience Modification Rate (EMR) . .	_____	<u>0.51</u>	<u>0.60</u>	<u>0.67</u>

Has your company received an OSHA citation within the last 3 years? No If yes, explain the nature of each citation and list the citation amount. (Attach extra sheet if needed.)

Does your company have safety meetings for field employees? Yes

If so how often? Weekly

Do you conduct field safety inspections? Yes If so by whom? GF, PM, Assistant PM, Safety Representatives

How often? Weekly at a minimum

Does your crew hold daily job briefings? Yes Are they recorded? Yes

How many hours of safety training/orientation are conducted for field personnel? 70 hrs How often?
Initial, Periodic and Annual

Do you have a safety incentive program? Yes

Do you maintain inspection records on your equipment? Yes

Do you have a feedback system for safety concerns arising from hazard assessments/field inspections? Yes

If yes, Please

explain: Prepare safety Toolbox Talks for the foreman's weekly safety meetings and periodically audit toolbox Talks meetings to ensure effectiveness

Clarification/Exceptions

Bidder must itemize below any clarifications or exceptions to the bid documents included herewith. In submitting a project pricing bid, bidder acknowledges acceptance and willingness to comply to these documents, including addenda receipt as specifically itemized.

If no clarifications or exceptions are made by bidder, bidder shall state so by writing "**NONE**" below.
ATTACHED

Addenda:

The undersigned acknowledges the receipt of the following addenda, by number and date, and that their requirements have been included in this project pricing proposal.

Addendum No. 1

Dated: 3/31/2022

Addendum No. _____

Dated:

Addendum No. _____

Dated:

No work shall be started until fully executed Work Order issued in accordance to the City's Contract.

The undersigned acknowledges the receipt of the following **Documents** and shall use them to bid and administer the subject project.

Documents:

Instructions

Prebid Safety Assessment Form

Owner Supplied Material – All other material is the responsibility of the contractor.

Substation Issue For Construction (IFC) Drawing Package – In DropBox Link

Control House Drawings – In DropBox Link

Trench Details – In Dropbox Link

PT Details – In Dropbox Link

CLWBEU Health And Safety Plan (HASP) – In DropBox Link

CLWB Project Schedule IFC Version – In DropBox Link

LIST OF SUB CONTRACTORS

Please list those Sub Contractors who may be used for this job.

The above project pricing proposal submitted by:

Hooper Corporation
COMPANY

Brian Schultz, Vice President
Name and Title (Print)

608-249-0451 April 6, 2022
Phone Number Date


Authorized Signature

Owner Supplied Material

Clarifications:

- a. CLWBEU will supply the following items possibly not mentioned in explicitly the SOW.
 - i. **Control House (40' X 15'6")** - Fully equipped control vault with 12 relay panels, AC units, dual 125VDC battery banks, communications rack, and cable risers. Contractor will assist building manufacturer in delivery, placement, and anchoring.
 - ii. **(18) ABB VOG-20B Potential Transformers** – Items will be provided to Contractor by CITY but may have to be retrieved by Contractor at CITY warehouse location. Datasheet provided in dropbox link. Installation is the contractor's responsibility as stated in the SOW.
 - iii. **(18) Fused Cutouts including Link** – Items will be provided to Contractor by CITY but may have to be retrieved by Contractor at CITY warehouse location. Installation is the contractor's responsibility as stated in the SOW.
 - iv. **Trenches (TM3, TM4, TM8)** – Trenwa trenches will be provided to Contractor by CITY but may have to be retrieved by Contractor at CITY warehouse location. Estimated total weight is 29,132 lbs. Installation is the contractor's responsibility as stated in the SOW.
 - v. **(2) Pull-Boxes (Includes bottom, top, and steel cover)** – Items will be provided to Contractor by CITY but may have to be retrieved by Contractor at CITY warehouse location. Installation is the contractor's responsibility as stated in the SOW.
 - vi. **Foundation (For Control House)** – CITY will have the foundation completed prior to building drop on a separate contract.
 - vii. **(2) Station Service (Y-Delta 3phase 120/240 Padmounts)** – CITY will pre-install the primary service feed and the station service transformers. Contractor will need to supply and install the 3 phase secondary from the padmount to the new control house.
 - viii. **CT Metering for station service** – The building will come with space for CITY to mount our own CT metering box on the exterior. Contractor will be responsible for ensuring that the station service runs and CT equipment are coordinated as to prevent rework.
- b. Contractor will supply everything else not mentioned herein and/or in the BOM. All items supplied by the contractor must follow the drawings and SOW provided with this package. All Tools and equipment are the responsibility of the contractor.

- c. To clarify on the SOW the 4" of rock must be provided for the ENTIRE yard under this quote. Please price accordingly. Site visit preferred.



RFP# 18-206 Contracts

NEW MAIN YARD CONTROL HOUSE CONSTRUCTION

Clarifications

- CLWB's manufacturer for the control house KVA/VFP shall provide the crane and is responsible for the delivery and offload of the control house to the foundation. However Hooper will support the placement of the control house.
- Hooper shall install anchors, GPS Antenna, GPS Clock and CT metering on the Control house that are provided by the CLWB. Any equipment not identified shall be install by control house manufacturer KVA/VFP.
- Anything in the control house or attached to the control house will be provided by the control house vendor KVA/VFP and installed or reinstalled with their onsite services.
- Hooper shall conduct a GPR prior to all excavation, however Hooper cannot be responsible for any unidentified object below the surface of the ground.
- There is no concrete coverage over the new conduit installed in this contract.
- Hooper's work schedule, 5 – 10 hours days per week excluding holidays.
- The proposal excludes the removal or relocation of underground obstructions and utilities.
- One mobilization/demobilization included for the performance of our work.
- The proposal excludes all *permits* required for construction.
- Per-day cost adder for one journeyman electrician beyond the three weeks of check out is: \$1324.62/day, maximum of 10 hours per day.
- Checkout 2 electricians for 3 weeks price is included in Miscellaneous price.

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: April 26th, 2022

DEPARTMENT: Electric Utility

TITLE:

Purchase Order with Systems With Intelligence

SUMMARY:

The Purchase Order authorizes Systems With Intelligence (SWI) to provide video monitoring equipment, maintenance & support and commissioning for the new Canal 138kV Switchyard and Canal 8-Bay Distribution Substation projects in the amount not to exceed \$160,372. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The City's Engineering team in conjunction with the City's sub-consultant, Power Engineers, evaluated several different camera and video monitoring systems for the new Canal 138kV Switchyard and 8-Bay Distribution Substations. It was determined SWI offered the best solution and was incorporated in both the 138kV Switchyard and 8-Bay Distribution substation design packages and will be incorporated into the construction documents for installation.

The design of the new substations incorporates state of the art video monitoring & camera systems. Systems With Intelligence provides visual monitoring solutions that enable a real-time view of substations ensuring safety and security of personnel and site. With these advanced solutions instantly confirm substation conditions remotely and inspect live equipment before and after deploying personnel to site. The new camera systems incorporate thermal imaging and infrared detection which can detect sudden changes in equipment temperature in addition to unwanted visitors during the day or night. The SWI camera system will be integrated with the Electric Utilities Supervisory Control and Data Acquisition (SCADA) system to assist in monitoring equipment temperature and site security. The video monitoring equipment, software and data will only be accessible to the System Operators and engineering staff and will be utilized to maintain a safe and secure environment. The SWI camera systems will be installed by the awarded contractor during the construction phase of project. This system will be part of the City's security system and information regarding the system and the video from the same is and will be exempt and confidential from public disclosure. Accordingly, this item is being presented without the underlying design documents to ensure such information is kept confidential and secure.

Under Section 2-112 (e)(1) of the City's Procurement Code, the Electric Utility is requesting a single/sole source procurement with Systems With Intelligence for the purchase of the substation cameras and monitoring equipment. SWI is the only vendor to offer built in utility grade surge protection, integrated SCADA communication protocols and synchronized panning between the thermal and visual cameras which can be utilized to detect an issue or intruder.

The Electric Utility is requesting the approval of Purchase Order with SWI for the new 138kV Canal Switchyard and Canal 8-Bay distribution substation video monitoring and camera systems in the amount of \$160,372

MOTION:

Move to approve/disapprove Purchase Order with Systems With Intelligence for the new 138kV Canal Switchyard and Canal 8-Bay distribution substation video monitoring and camera systems in the amount of \$160,372

ATTACHMENT(S):

Fiscal Impact Analysis
SWI Sole Source Letter
SWI Quote

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$160,372	0	0	0	
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$160,372	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account 421-6034-531-63.16, Project SH2001 for the Canal 138kV Switchyard and 421-6034-531-63.15, Project SH 2113 for the Canal 8-Bay Distribution Substation.

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.16	Electric	T&D	Improve Other than Build / Infrastructure	SH2001	6,443,513	\$5,689,837		\$65,423	\$5,624,414
421-6034-531-63.15	Electric	T&D	Improve Other than Build / Infrastructure	SH2113	6,220,800	\$3,434,128		\$94,949	\$3,339,179



March,28 2022

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

To whom it may concern,

This letter is to confirm that the Intelligent Visual/Thermal Substation monitoring system is a sole sourced product, manufactured, sold and distributed exclusively by Systems with intelligence Inc. (SWI). No division of Systems with intelligence Inc. (SWI), nor any other company, makes a similar or competing product. The product must be purchased directly by Institutions from Systems with intelligence Inc. at the address listed below.

Additionally, competition is precluded by the existence of an exclusive manufacturing and design process for SWI's hardware components (substation hardened Thermal camera, visual camera and DVS -Digital video server). All of which comply with IEEE Standard Environmental and Testing Requirements for Communications Networking Devices Installed in Electric Power Substations known as IEE1613. As well as, IEC standard that defines the general requirements, regarding construction, design and environmental conditions for utility communication and automation systems in power plant and substation environments IEC 61850-3.

SWI's exclusive software system allows direct integration with Electric power applications ie. SCADA, OSIsoft etc. with DNP, Modbus and 61850 protocols designed into the system allowing streaming video, video snapshots, alarms and thermal data points to be incorporated into these applications.

There are no other like systems available for purchase that would serve the same purpose or function and there is one price for the above name system because of exclusive distribution or marketing rights.

We appreciate the opportunity to serve and do business with City of Lake Worth. If you desire additional information, don't hesitate to contact me at 289-562-0126 at any time or visit our website at WWW.Systemswithintelligence.com. Thank you for your interest in our Products.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Couto", written over a horizontal line.

George Couto
Regional Sales Manager.



Quotation

Quotation Reference: QUO-01675-X5S4H8_V1 DATE: March 28, 2022
 Revision: V2

Company:	City of Lake Worth	Contact Name:	Warner Patterson
Cell/Office Phone Number:	+1 (561) 586-1665	Fax Number:	
E-MAIL:	wpatterson@LakeWorthBeachfl.gov	Customer Reference:	OP-21082500 Canal Transmission

Address:	1900, 2nd Avenue N		
City:	Lake Worth	Province/State:	FL
Postal Code/ZIP:	33461	Country:	US

Estimated Delivery:	12 - 16 Weeks	Quotation Expiry Date:	April 30, 2022
Payment Terms:	Net 30 days	Shipping Terms:	EXW Factory

Item	Quantity	Description	Part Number	Total (US\$)
1	1	VMS2000C SmartVMS™ Video Management System Client Software	VMS2000C-L05	
2	2	TCAM2000 Thermal Camera	TCAM2000-VL03-C01-PT02-A13-CL30	
3	2	IPTZ1016 Pan Tilt Zoom Camera	IPTZ1016-S-A10-LC1-CL30	
4	2	Intelligent Junction Box for 1 TCAM2000 + 1 IPTZ1016	ICJB4006-1V-F-MF	
5	2	Pole mount kit for junction boxes (round poles)- U-Bracket kit for 4-14in diameter poles	CJBPOLEMNT05	
6	1	Software Maintenance and Support - 2 Years	SWI-S-SMS-02	
7	1	Commissioning and Setup Travel & Living Expenses are not included	Commissioning and Setup	
			Total	\$65,422.50

Part numbers subject to change

NOTES:
 - Prices are in US \$
 - Applicable taxes are not included
 - Shipping charges are not included. Please provide shipping instructions on PO

Orders should be sent to Systems with Intelligence, Inc.
 E-mail: Orders@SystemsWithIntelligence.com
 6889 Rexwood Road, Units # 8 & 9, Mississauga, ON L4V 1R2, Canada
 Phone # + 1 289 562 0126; Fax # + 1 289 562 0152

 Please refer to the last page of your quotation for SWI Ordering Checklist

George Couto

Phone: +1-289-562-0126; Cell: +1 647 588 3050
 Fax: +1-289-562-0152
 Email: George.Couto@systemswithintelligence.com
www.SystemsWithIntelligence.com



Quotation

Quotation Reference: QUO-01674-S2Y8B5 DATE: March 28, 2022
 Revision: V2

Company:	City of Lake Worth	Contact Name:	Warner Patterson
Cell/Office Phone Number:	+1 (561) 586-1665	Fax Number:	
E-MAIL:	wpatterson@LakeWorthBeachfl.gov	Customer Reference:	OP-21082501 Canal Distribution

Address:	1900, 2nd Avenue N		
City:	Lake Worth	Province/State:	FL
Postal Code/ZIP:	33461	Country:	US

Estimated Delivery:	8 - 10 Weeks	Quotation Expiry Date:	April 30, 2022
Payment Terms:	Net 30 days	Shipping Terms:	EXW Factory

Item	Quantity	Description	Part Number	Total (US\$)
1	1	VMS2000C SmartVMS™ Video Management System Client Software	VMS2000C-L05	
2	3	TCAM2000 Thermal Camera	TCAM2000-VL01-C01-PT02-A13-CL30	
3	3	IPTZ1016 Pan Tilt Zoom Camera	IPTZ1016-S-A10-LC1-CL30	
4	3	Intelligent Junction Box for 1 TCAM2000 + 1 IPTZ1016	ICJB4006-1V-F-MF	
5	3	Pole mount kit for junction boxes (round poles)- U-Bracket kit for 4-14in diameter poles	CJBPOLEMNT05	
6	1	Software Maintenance and Support - 2 Years	SWI-S-SMS-02	
7	1	Commissioning and Setup Travel & Living Expenses are not included	Commissioning and Setup	
			Total	\$94,948.75

Part numbers subject to change

NOTES:
 - Prices are in US \$
 - Applicable taxes are not included
 - **Shipping charges are not included. Please provide shipping instructions on PO**

Orders should be sent to Systems with Intelligence, Inc.
 E-mail: Orders@SystemsWithIntelligence.com
 6889 Rexwood Road, Units # 8 & 9, Mississauga, ON L4V 1R2, Canada
 Phone # + 1 289 562 0126; Fax # + 1 289 562 0152

 Please refer to the last page of your quotation for SWI Ordering Checklist

George Couto

Phone: +1-289-562-0126; Cell: +1 647 588 3050
 Fax: +1-289-562-0152
 Email: George.Couto@systemswithintelligence.com
www.SystemsWithIntelligence.com



V2

SWI Ordering Checklist

Order is to be made out to,

Systems with Intelligence, Inc.

6889 Rexwood Road, Units # 8 & 9

Mississauga, ON L4V 1R2 Canada

Phone # + 1 289 562 0126

Fax # + 1 289 562 0152

33

[E-mail: Orders@SystemsWithIntelligence.com](mailto:Orders@SystemsWithIntelligence.com)

Information required on your order to SWI,

- 1 > Contact Name (for accounting purposes)
- 2 > Contact Phone number, E-mail and, Fax number
- 3 > Canadian companies, a PST Exemption Certificate is required (if applicable)
- 4 > US companies, US customs requires that your Company's Federal ID (Tax ID) number is included on the shipping documents. Failure to provide it might cause custom delays
- 5 > Payment Terms need to be established. Attached credit references if applying for Net 30 days or, complete a credit application. Otherwise, Advance Payment (payment before shipping) is required.
- 7 > Complete Shipping Address
 - > Contact Name (for shipping purposes)
 - > Shipping Contact Phone number and, E-mail
 - > Shipping method, our standard shipping terms are EXW Factory (usually Mississauga). In an EX-Works transaction, goods are basically made available for pickup at the shipper/seller's factory or warehouse. The buyer is responsible for making arrangements with his/her forwarder/courier for insurance, export clearance and handling all other paperwork. Provide information on how your products are to be shipped. These are some options,
 - Collect to your courier's choice such as FedEx, UPS, DHL, etc. (FOB Origin); a valid account number must be provided. Buyer owns the freight payment responsibility
 - Collect using a freight forwarder of your choice; company name, contact name and phone number are required to arrange pick up from factory. Buyer owns the freight payment responsibility
 - Prepay and Add (FOB Origin); it means that SWI advances the freight charges to the courier and then bills the beneficial owner usually on the final invoice. Buyer owns goods in transit, owns the freight payment responsibility and, files claims (if any)
 - > Product Quantity
 - > Complete Product Part Number
 - > Unit Price including clearly stated currency (CAD\$ or US\$)
 - > Total Price including clearly stated currency (CAD\$ or US\$)
 - > Requested Ship Date.
 - > Remit payment by cheque to

Systems with Intelligence, Inc.

6889 Rexwood Road, Units 8 & 9

Mississauga, ON L4V 1R2

Canada

Phone # +1 289 562 0126

Fax # +1 289 562 0152

> Or by Wire transfers in US\$ as follows

Account number: 00512 400 424 8
Intermediary Bank: CHASE BANK NY NY ABA # 021000021
Name on the account: SYSTEMS WITH INTELLIGENCE INC
Swift Code or BIC: SWIFT CODE ROYCCAT2
Institution/Bank #: 003 (Use 0003 for ACH transactions)
Transit Code: 00512
Name of Bank: ROYAL BANK OF CANADA
Bank address: 7 Sunny Meadow Blvd, Brampton ON L6R 1W7
Phone #: (905) 790-2011

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: April 26, 2022

DEPARTMENT: Electric Utility

TITLE:

Task Order No. 13 with WGI, Inc. to complete surveying services for the Intercoastal Waterway distribution crossing

SUMMARY:

Task Order No. 13 authorizes WGI Inc. to complete surveying services for a new subaqueous electrical distribution line and watermain from the main-land to the Beach Complex crossing the Intercoastal Waterway (ICW) at a cost not to exceed \$148,575. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

City issued a Request for Qualifications (RFQ 18-303) to provide letters of interest and Professional Qualifications from consulting companies/firms for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, energy management and engineering services. WGI Inc., was one of three firms selected under the Surveying category for the Continuing Contracts for Professional Services.

On March 29th, 2022 the City Commission approved Task Order No. 6 with Power Engineers to complete the engineering design, environmental reports and permitting packages to construct the new ICW crossing serving the Beach Complex.

Task Order No 13 authorizes WGI Inc. to complete the surveying services, upland and subaqueous, utility locates and prepare the Sovereign Submerged Land Easements for the new electrical distribution line and proposed watermain crossing the ICW. The survey work and scope of services is being coordinated by the Electric and Water Utility Departments to complete the design and permitting packages. The duration of the surveying and permitting efforts are anticipated to be completed in 6 months at a cost not to exceed \$148,575

MOTION:

Move to approve/disapprove Task Order No. 13 to WGI, Inc., to complete surveying services to for the new electrical distribution line crossing the ICW serving the Beach Complex in the amount not to exceed \$148,575.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order No. 13

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$148,575	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$148,575	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account 401-6034-531-63.15, Project SH2129.

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Electric	T&D	Improve Other than Build / Infrastructure	SH2129	490,737	430,013	N/A	-148,575	\$281,438

TASK ORDER NO. #13

INTRACOASTAL WATERWAY (ICWW) UTILITY CROSSING

SURVEY SERVICES

THIS TASK ORDER ("Task Order") is made on _____, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **WGI, Inc.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein and generally described as a Design Survey for the proposed HDD utility crossing under the Intracoastal (the "Project"). The Project is described in the consultant's proposal, dated April 8, 2022, and is attached hereto as "Exhibit 1" and incorporated herein.

2.0 Scope

Under this Task Order, the Consultant will provide professional services to the City as detailed in the Consultant's Proposal attached hereto and incorporated herein as "Exhibit 1".

3.0 Schedule

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

4.0 Compensation

This Task Order is issued for a lump sum amount of **\$148,575.00**. The attached proposal "Exhibit 1" identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Jim Sullivan, PSM, phone: (561) 839-1745; email: Jim.Sullivan@wginc.com; and the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: Pnicholas@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, entitled RFQ 18-303 dated March 6, 2018 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

INTENTINALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order to the Land Surveying Services Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

WGI, Inc.

By: _____
[Handwritten Signature]

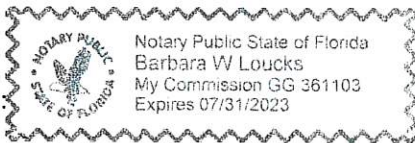
[Corporate Seal]

Print Name: Jim Sullivan

Title: Project Manager

STATE OF Florida)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 24 day of APRIL 2022, by Jim Sullivan, as the Project Manager of WGI, Inc., a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal: 

[Handwritten Signature]

Notary Public Signature

“EXHIBIT 1”



EXHIBIT 1 (Consultant's Proposal)

April 8, 2022

Mr. Paul Nicholas, Engineering Manager – Special Projects
City of Lake Worth Beach
Electric Utilities Department
1900 2nd Ave., North
Lake Worth Beach, FL 33460

pnicholas@lakeworthbeachfl.gov

Re: Intracoastal Waterway (ICWW) Utility Crossing

Dear Paul,

WGI, Inc. (WGI) is pleased to provide this proposal to City of Lake Worth Beach (CLIENT). Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Contract Terms and Conditions, associated with the original contract between WGI and CLIENT, awarded as per RFQ 18-303 dated March 6, 2018.

SCOPE OF SERVICES

SURVEYING SERVICES

- | | |
|----------------------------------|--------------------|
| I. Design Survey Services | \$45,000.00 |
|----------------------------------|--------------------|
- a. Control Survey
 - b. Upland Topographic Survey
 - c. Hydrographic Survey
 - d. Right-of-Way (R/W) Establishment
1. Establish control sufficient enough to perform the necessary tasks. Establish four benchmarks, two on both sides of the ICWW.
 2. throughout the topo limits as shown below.
 3. Establish the existing R/W throughout the topo limits as shown below.
 4. Research public records.
 5. Review title commitment as authorized under Task II.
 6. Field locate found monumentation for R/W analysis.
 7. Prepare a Topographic Survey of the topo limits as shown below and in accordance with Rule 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.
 8. The upland survey will consist of general ground elevation shots and breaks in grade with intervals not to exceed 100 feet.
 9. The Upland Topographic Survey will include:
 - a. Visible and attainable fixed improvements and utilities unless otherwise noted;
 - b. Footprint of permanent structures;
 - c. Invert elevations of storm drainage manholes, culverts, catch basins, and outfalls including pipe sizes and type if attainable;
 - d. Invert elevations of sanitary sewer manholes including pipe sizes and type if attainable;

- e. Inverts for the connecting structure outside the topographic limits if found and attainable;
 - f. Type and height of walls, fences;
 - g. Overhead wires (horizontal location only);
 - h. Outline of areas of dense vegetation such as treelines, bushes, hedges, and shrubs not individually located;
 - i. Individual trees with 4 inches and larger caliper measured at breast height when not included within areas of dense vegetation; and
 - j. Outline of landscaped areas.
 - k. Two benchmarks established. Offsite placement preferred if accessible/allowable.
10. The Upland Topographic Survey will not include:
- a. Sub-surface designation or location of underground utilities;
 - b. Sub-surface foundations of structures;
 - c. Storm and Sanitary Sewer inverts of recessed or debris filled structures;
 - d. Sprinkler heads;
 - e. Overhead clearances (signal heads, wires, mast arms, bridges, roofs, overhangs, walkways, piers, etc.);
 - f. Traffic pavement striping including parking spaces;
 - g. Tree tagging;
 - h. Muck depths;
 - i. Finished floor elevations;
 - j. Location of Geotech borings; and
 - k. Temporary features such as a trailers, movable barriers/fences, solar lighting, etc.
11. Hydrographic Survey will consist of general ground elevation shots collected by means of single-beam hydrographic survey;
- a. Data shall be collected utilizing RTK-GPS for positioning and elevation.
 - b. Data shall be collected at an approximate 50-ft intervals, within ICWW as shown;
 - c. Cross section locations may be adjusted based on field condition.
 - d. Collection will be ran to/from as close to the edge of water as safely possible, but the extents may be limited to items outside of WGI's control such as depth of water, manmade obstructions, and aquatic or upland vegetation.
12. Field verified R/W and/or property lines to be used as a base file on accompanying design plans and future easement creations. Not a Boundary Survey.
13. Deliverable will be a DTM, an AutoCAD file, and a signed and sealed plot of the Topographic Survey.

II. Title Report/Commitment Services

\$2,200.00

- 1. Prepare up to four Title Reports as listed showing current ownership and possible encumbrances.
 - a. Bryant Park (PCN 38-43-44-27-00-000-1000)
 - b. Lake Worth Casino Park/Parking (PCN 38-43-44-26-00-001-0010)
 - c. ICWW (PCN 38-43-44-26-00-001-0030)
 - d. ICWW (State Owned)

III. Exhibit Preparation Services \$12,000.00

1. Prepare up to four Sketch and Descriptions for existing or proposed easements in accordance with Rule 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.
2. It is expected that most if not all will be Sovereign Submerged Land Easements.
3. The Exhibits do not include fieldwork.
4. Deliverable will be a signed and sealed exhibit.

IV. SUE Utility Designates (LEVEL B) - Upland \$28,000.00

1. WGI to provide an ASCE 38-02 Quality Level B (QLB) utility investigation (utility designates) to depict existing utilities for verification and horizontal alignment confirmation within project limits as shown in the figure below. Thirteen utility owners with seventeen facilities were identified in the SSOCOF 811 Design Ticket.
2. This QLB investigation includes direct induction of toneable subsurface utility facilities from surface accessible features, and Ground Penetrating Radar sweep for non-toneable facilities.
3. WGI will perform survey and location of utility designates using network corrected GNSS surveying methods tied to project control.

V. SUE Utility Designates (LEVEL B) - ICCW \$37,000.00

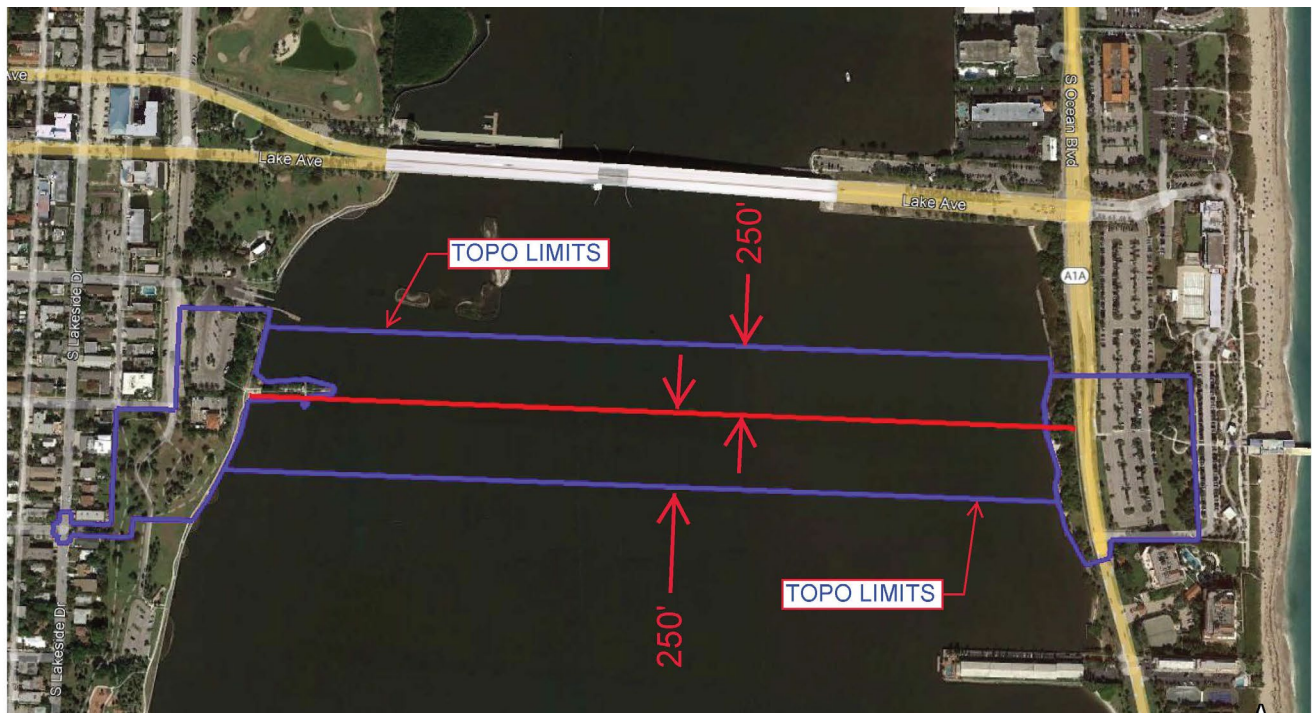
1. WGI proposes an ASCE 38-02 Quality Level B (QLB) subaqueous investigation of potential utility lines impacted by the proposed design of water main and electrical line, this includes (2) Existing 35kV Submersible Electrical Cables and 16" Force Main. Utilization of divers to locate the submerged lines is anticipated.
2. Survey of this investigation will be provided.

VI. SUE UTILITY TEST HOLES (LEVEL A) \$24,375.00

1. WGI will provide an ASCE 38-02 Quality Level A (QLA) field investigation within the project limits, anticipating up to twenty-five (25) vacuum excavation test holes as needed for utility verification, horizontal and vertical confirmation in support of civil design services and conflict mitigation. Minimum of five (5) test holes per deployment.
2. WGI will perform survey and location of utility test holes using network corrected GNSS surveying methods.
3. WGI will provide utility CADD file depicting the location of the test holes and corresponding utility data.
4. WGI will provide a Summary of Verified Utilities Table with test hole information including number, location, utility line type, size, elevation, depth of cover, utility owner, station and offset or northing and easting, if alignment is not available.

BASIS OF THIS PROPOSAL

1. Access to the subject project shall be granted upon prior notice if restricted, gated, and/or locked. In the event that the surveyor is not allowed on site to perform the above survey services after access has been coordinated, the client shall be invoiced at the hourly rates quoted on WGI's current Fee Schedule.
2. Tree specimen nomenclature shall be generally common (oak, palm, pine, etc.) and cannot be relied upon. Consult with an arborist for further classification.
3. Geophysical designating techniques, although highly reliable, are subject to outside interference with are beyond the control of WGI, and may impede the effectiveness of subsurface utility investigations. Soil conditions, utility materials, size, depth, salt water and conductivity may prevent the location of some subsurface utilities. WGI utilizes state of the art equipment and methodology during all phases of utility investigations, but no guarantee is hereby expressed that all facilities will be detected.
4. Utility records research and the evaluation of is not included in this proposal.
5. Select backfill material, flowable fill or other material not included.
6. Irrigation investigation is not included.
7. Designation of storm and sanitary are not included in SUE tasks.
8. Permits and permit fees, if needed, are not included and are the responsibility of the CLIENT.
9. The location of storm and sanitary structures are only verified at the manhole or catch basin structure. Additional underground mapping/locating of storm or sanitary pipes if any, will require a supplemental work order.
10. Meeting attendance is not included in these scope of services.
11. Horizontal and/or Vertical Datums specific to the Project shall be conveyed to WGI prior to the Notice to Proceed.



City of Lake Worth Beach

04/08/2022

Page 5 of 5

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

We appreciate the opportunity to be of service to City of Lake Worth Beach. Upon acceptance of this proposal, please sign and return an executed copy to this office. Please note that the Contract Terms and Conditions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work.

Respectfully submitted,

WGI, Inc.

A handwritten signature in blue ink, appearing to read "Jim Sullivan".

Jim Sullivan, PSM

Geospatial Business Development Manager

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: April 26, 2022

DEPARTMENT: Electric Utility

TITLE:

Second Amendment with Dis-Tran Steel LLC., for the Canal 138kV Switchyard steel structures

SUMMARY:

Second Amendment authorizes Dis-Tran Steel LLC., to provide the substation steel structures, bus structure and anchor bolts for the new Canal 138kV Switchyard in the amount not to exceed \$1,500,000. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

City issued a Request for Proposals (RFP 20-209) from qualified and capable firms to supply and deliver different types of steel products utilized in the construction of electrical substations. Dis-Tran Steel was the only responsible bidder and was awarded the agreement.

On April 9, 2021, the First Amendment was issued for additional scope and materials required to complete the 7th Ave N substation project.

This Second Amendment is for the purchase of substation steel products for the new Canal 138kV Switchyard and requires an increase in the maximum annual not to exceed amount to \$1,500,000.

The purchase of the Canal 138kV Switchyard steel structures, bus structure and anchor bolts is in the amount not to exceed \$1,149,365. Since additional items and costs may be necessary to complete the scope of work identified in the Contractors quote, a provision has been added to the Agreement to include a 10% contingency amount of no more than \$115,000.

Under this second Amendment, Dis-Tran will provide all of the structural steel members, supports and anchor bolts for the construction of the new Canal 138kV Switchyard. It is anticipated the steel structures, supports and anchor bolts for the new switchyard will be ready for shipment within 24 weeks of placing the order.

MOTION:

Move to approve/disapprove Second Amendment to Agreement with Dis-Tran Steel LLC., for the purchase of the Canal 138kV Switchyard steel components in the amount not to exceed \$1,500,000.

ATTACHMENT(S):

Fiscal Impact Analysis
Second Amendment to Dis-Tran Steel Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$1,500,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$1,500,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account 421-6034-531-63.16, Project SH2001.

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.16	Electric	T&D	Improve Other than Build / Infrastructure	SH2001	6,443,513	5,689,837	N/A	-1,500,000	\$4,189,837

**SECOND AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES
(Steel Products for Electrical Substations)**

THIS SECOND AMENDMENT (“Amendment”) to the Agreement for Goods and Services (Steel Products for Electrical Substations) is made as of _____, 2022, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida (“CITY”) and **Dis-Tran Steel, LLC.**, a company registered to do business with the State of Florida (“CONTRACTOR”).

WHEREAS, on December 23, 2020, based upon a competitive procurement, the CITY and CONTRACTOR entered into the Agreement for Goods and Services for the CONTRACTOR to provide Steel Products for Electrical Substations to the CITY (“Agreement”); and

WHEREAS, on April 9, 2021, the CITY and CONTRACTOR amended the Agreement to revise the scope and increase the initial substation cost (“First Amendment”); and

WHEREAS, the CITY desires to amend the Agreement to add steel products for an additional substation project; and

WHEREAS, the CONTRACTOR has provided a quote for the additional steel products for the substation project, which is attached hereto as **Exhibit “A”**;

WHEREAS, the CITY and CONTRACTOR desire to amend the Agreement to add steel products for the additional substation project; and

WHEREAS, the CITY has continuing projects that will require additional steel products for substation projects and desires to increase the maximum annual not to exceed amount to One Million Five Hundred Thousand Dollars (\$1,500,000); and

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

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

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Scope of Work.** The CITY and the CONTRACTOR agree to add additional steel products to the Agreement’s scope of work as set forth in the CONTRACTOR’s quote dated April 8, 2022, which is attached hereto as **Exhibit “A”**. The quote is for a total not to exceed amount of \$ 1,149,365 (One Million, One Hundred Forty-Nine Thousand Three Hundred Sixty-Five). Since additional items and costs may be necessary to complete the scope of work identified in the CONTRACTOR’s quote, the CITY’s Electric Utility Director or designee is authorized a contingency amount of no more than \$115,000 (One Hundred Fifteen Thousand) to complete the

scope identified in the CONTRACTOR's quote. Use of the contingency amount must be pre-approved in writing by Electric Utility Director or designee before any additional costs are added to the CONTRACTOR's quote and before the CITY is responsible or liable for payment of any sums from the contingency amount to the CONTRACTOR.

3. **Maximum Cost.** Section 6.1 of the Agreement is amended to increase the **annual** not to exceed amount under this Agreement to One Million Five Hundred Thousand Dollars (\$1,500,000) for additional substation projects.

4. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement (as previously amended) and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as previously amended and amended herein) remain in full force and effect. Notwithstanding the foregoing, the Limitation on Liability provision set forth on page 1 of **Exhibit "A"** attached hereto shall have no force and effect and shall not be deemed an amendment to the terms, conditions, and covenants of the Agreement.

5. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

**REST OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement for Goods and Services (Steel Products for Electrical Substations) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

Dis-Tran Steel, LLC

By: _____

Print Name: _____

Title: _____

[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 ____ day of _____ 2022, by _____, as the _____ [title] of Dis-Tran Steel, LLC, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

Exhibit “1”
Quotation Letter Dated April 8, 2022



Strength & Commitment That's Built to Last

4725 Hwy 28E | Pineville, LA
P: 318.448.0274 | F: 318.445.4454
www.distransteel.com

LOUISIANA PRODUCTION: 529 Cenla Drive, Pineville, LA | OHIO PRODUCTION 1620 Old US 35 SE., Washington CH, OH

To: Lake Worth Utilities

Quotation Letter

From: Callie Lohman
DIS-TRAN Steel, LLC

Revision #: 2
Bid Validity: 30 Days

Date: 4/8/2022

Payment Terms: Net 30

DIS-TRAN Quote #: PQ43756

Freight Terms: **Prepaid and Added - FOB Dest.**

Customer RFQ #: RFQ

Shipping via: Flatbed Truck

Project Name: Canal Distribution & Transmission Substation

Ship To: Lake Worth Beach, FL

Scope:

We offer to furnish fabrication of the steel structures for the above referenced project. This offer is subject to stated terms and conditions listed below.

Schedule for Tapered Tubular Steel:

Anchor bolts: 8 weeks after receipt of order (ARO) and receipt of final information
Structure delivery: 24 weeks after receipt of order (ARO) and receipt of final information

Schedule for Standard Shape Steel:

Anchor bolts: 8 weeks after receipt of order (ARO) and receipt of final information
Structure delivery: 20 weeks after receipt of order (ARO) and receipt of final information
*** leadtime based on material availability at time of quote**

General Terms:

Quality: Fabrication and inspections will be performed per DIS-TRAN's standard quality procedures and as required by design. All welders are certified to AWS D1.1 structural welding code and all quality control personnel are certified per AWS D1.1 for certified weld inspection and qualified per ASNT-SNT-TC-1A for other inspection requirements. Complete joint penetration (CJP) welds will receive ultrasonic (UT) inspection and all other welds will receive close visual (VT) inspection with MT inspection of questionable areas. DIS-TRAN is an AISC certified fabricator and an AWS certified welding fabricator.

Payment: Payment is due as stated above (*Payment Terms*).

Pricing Methodology: As priced, items are not for separate acceptance.

Taxes: Prices quoted do not include sales and use tax.

Warranty: Warranty period is 24 months from delivery of material.

Changes: Any changes made after the receipt of this project may result in a schedule and/or price change.

Documentation: Design and quality documents, including: MTRs, Weld Inspection Reports, Galvanizing Inspection Reports, Project Calculations, & Shop Drawings, are kept on file for a minimum of five years and are available upon request.

Testing: Full-scale load testing is not included. Charpy impact tests are not included for ASTM A36, A500, or A595 materials; Charpy impact test results will be provided on a heat-lot basis for all other materials. Embrittlement testing is not included and is generally not required for plate material.

Field Services: Field & training services are not included and may be negotiated upon request. Offer does not include offloading of structures at the jobsite.

Backcharges: Any non-conformity or warranty claim is to be reported to the responsible DIS-TRAN representative prior to taking corrective action. A DIS-TRAN representative will respond in a timely manner as to the recommended remedy. Backcharges for corrective work or replaced materials will not be accepted unless expressly authorized by a DIS-TRAN representative before any such costs are incurred.

Limitation on Liability: In no event will either party be liable for any indirect, consequential, incidental, special or any other damages except for direct damages, regardless of whether a claim for any such damages is based in contract, tort, strict liability or any other legal theory. Except as may be provided in the Contract relating to insurance and intellectual property indemnification, DIS-TRAN's liability to the Purchaser under the Contract for direct damages, whether based upon breach of any express or implied warranty, tort, contract, strict liability or otherwise, shall not exceed the total paid by Purchaser under the applicable Purchase Order in connection with which the damages arise under the Contract.



Project Notes:

SCOPE OF WORK

- Offer includes anchor bolts and setting templates.
- Offer does not include engineering or detailing services. Structures will be fabricated from customer supplied shop drawings.
- Structures will be fabricated using the customer provided drawings; however, structures may be altered slightly to allow for proper venting and drainage during galvanizing. Any alterations made will not impact the integrity of the structure. Changes may include the following: member end cover plates, keyhole slots in the baseplate and drain hole in the baseplate, drainage/venting holes near the end of members. Example details may be provided upon request.

MATERIAL FINISH

- Structures will be hot-dip galvanized per ASTM A123.

CLARIFICATIONS & EXCEPTIONS

- Galvanized steel shaft material will conform to ASTM A572-65; and plates 1" or greater will conform to ASTM A572-50, including baseplates & flange plates.
- Offer is for fabrication and inspections per DIS-TRAN's standard in-house procedures.
- Fabrication tolerances will be held to DIS-TRAN's standard quality procedures.
- Offer does not include shop-fit test assembly at this time.
- Offer does not include sub-assembly or test assembly; all structures will be shipped knocked-down.
- Offer includes climbing and working devices as required in the specification.
- **Quote is provided as "Not to Exceed Pricing".**

If you have any questions, please feel free to give me a call at any time.

Sincerely,

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