



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

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Christopher McVoy

AGENDA - Additions / Deletions / Reordering:

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

- A. [National League of Cities \(NLC\) Service Line Warranty Program](#)

APPROVAL OF MINUTES:

- A. [Electric Utility - January 25, 2022](#)
- B. [Electric Utility - February 22, 2022](#)

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

- 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-9/1-95 @ 6th Avenue South Project](#)
- 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](#)

NEW BUSINESS:

- A. [Task Order 8 with Kimley-Horn and Associates, Inc. for the Lake Worth Beach Watermain Directional Drill Project](#)
- B. [Task Order No. 6 with Power Engineers, Inc. to complete engineering design and permitting for the Intercoastal Waterway distribution crossing](#)
- C. [Ratification of Work Order No. 59 with NuCAT Corp. for emergency repairs on the 6th Ave. South Substation Transformer](#)
- D. [Resolution No. 20-2022 – removing 1.5% Cap from Net Metering Program](#)
- E. [First Amendment to LE Myers Work Order No. 7](#)

- F. [Work Order No. 2 with Hooper Corp. for the Main Substation bus insulator and switch replacement project](#)
- G. [Electric Utility Reliability, System Hardening and Reliability Improvement Program, and Projects Identified for Funding Under the Proposed Series 2022 Utility Revenue Bond](#)

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)



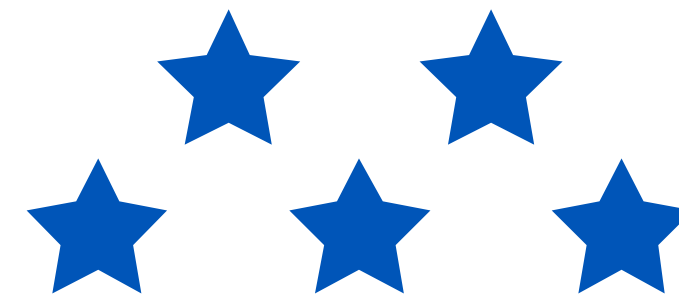
NLC Service Line Warranty Program Overview: Benefits to Cities & Residents

WHY CHOOSE THE NLC SERVICE LINE PROGRAM, BY HOMESERVE?



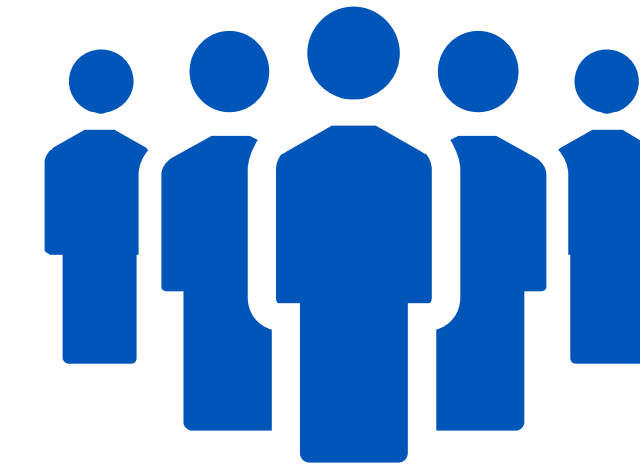
EXPERIENCE

Offering services for over 17 years



REPUTATION

4.8 out of 5 stars customer satisfaction



PARTNERSHIP

Endorsed by National League of Cities



BBB Torch Award for Marketplace Ethics

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®



Better Business Bureau of Western PA

"The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years."



Clarence Anthony
Executive Director
National League of Cities

AGING INFRASTRUCTURE: A PROBLEM FOR MUNICIPALITIES & HOMEOWNERS



- In Florida, infrastructure upgrades over the next 20 years are estimated at \$21.9 billion for drinking water and \$18.4 billion for wastewater
- Lateral lines are subjected to the same elements as public lines
- Failed lines waste thousands of gallons of water and present an environmental hazard
- Common homeowner misconceptions:
 - the municipality/utility is responsible for maintenance of the water and sewer lines on their property
 - repairs are covered by their homeowner's policy

MANY HOMEOWNERS ARE UNPREPARED



78%

of homeowners surveyed believe the utility provider should educate them on repairs and preventative measures



59%

of homeowners surveyed have had a home repair emergency in the past year



40%

4 out of 10 Americans can't afford a \$400 emergency expense (and would have to sell something, take out a loan, or use credit to cover it)

NLC SERVICE LINE WARRANTY PROGRAM BENEFITS

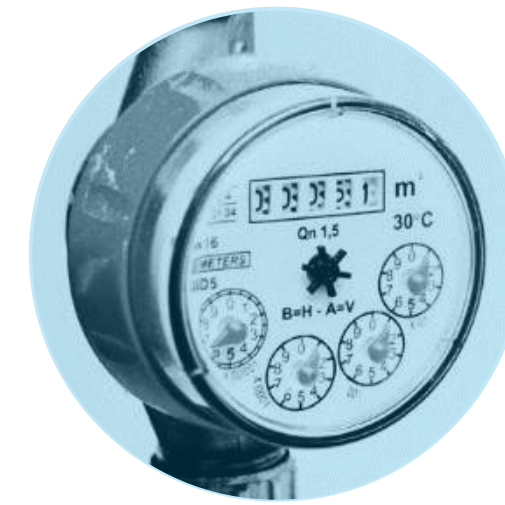


- Only service line program Endorsed by the National League of Cities
- No cost for the Municipality/Utility to participate
- Optional ongoing Revenue Stream for the Municipality/Utility
- Free Public Awareness Campaign to educate homeowners on their lateral line responsibilities
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service

NLC SERVICE LINE WARRANTY PROGRAM & WHAT IT COVERS



SEWER/SEPTIC LATERAL
COVERAGE



WATER/WELL LINE
COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

Coverage includes:

- Educating homeowners about their service line responsibilities
- \$8,500 coverage per repair incident
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

NLC SERVICE LINE WARRANTY PROGRAM & WHAT IT COVERS




INTERIOR PLUMBING AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors

MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
 - Only market by direct mail, no telemarketing
 - Would never mail without your review and approval of marketing material before each and every campaign
 - Limited mailing campaigns per year
 - Consumer friendly marketing
 - Always voluntary for the homeowner
- 
- Consumers can enroll one of three ways:
 - Calling into our toll free number that is provided on the mailing;
 - Returning the bottom of the letter to us in the self addressed stamped envelope provided
 - Visiting our consumer website www.slwofa.com at any time

SOLUTIONS FOR MUNICIPALITIES & THEIR HOMEOWNERS



- More than 1000 municipal and utility partnerships
- Currently serving over 4 million customers
- Saved customers over \$454 million in repair costs over the past 3 years
- Consistent customer satisfaction rating of 98%
- 9 of every 10 customers surveyed have recommended the program to friends, family and neighbors

CURRENT FLORIDA PARTNERS (27)

- *Town of Havana*
- *City of Hallandale Beach*
- *City of Riviera Beach*
- *City of Lake Wales*
- *Village of Pinecrest*
- *City of Longwood*
- *City of Sanford*
- *Town of Pembroke Park*
- *City of Mary Esther*
- *City of Miramar*
- *City of Pompano Beach*
- *Town of Eatonville*
- *City of Winter Haven*
- *City of Valparaiso*
- *City of Opa locka*
- *City of Mount Dora*
- *City of Lauderdale Lakes*
- *City of Deerfield Beach*
- *City of Wildwood*
- *City of Haines City*
- *Village of Biscayne Park*
- *City of Miami Springs*
- *Town of Hilliard*
- *City of Bowling Green*
- *City of Punta Gorda*
- *Village of Indiantown*
- *City of Fellsmere*



FOR MORE INFORMATION CONTACT:

Ashley Shiwarski
Director, Business Development
724-749-1097 (office)
412-874-9454 (cell)
Ashley.Shiwarski@homeserveusa.com

Visit www.NLC.org/serviceline or www.servline.com

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

The meeting was called to order by Mayor Resch on the above date at 6:09 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:53) Present were Mayor Betty Resch, Vice Mayor Herman Robinson (arrived at 6:32 PM), Commissioners Sarah Malega (via Zoom), Christopher McVoy and Kimberly Stokes. Also present were City Manager Carmen Davis, City Attorney Christy L. Goddeau and Deputy City Clerk Shayla Ellis.

PLEDGE OF ALLEGIANCE: (1:19) led by Commissioner Sarah Malega.

AGENDA - Additions/Deletions/Reordering:

There were no changes to the agenda.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES: (2:21)

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

A. November 30, 2021

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

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

There were no Consent Agenda items on the agenda.

UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

NEW BUSINESS: (2:39)

A. First Amendment with The Davey Tree Expert Company (2:40)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve the Eighth Amendment to Professional Services Agreement with Vantage Services Consulting LLC.

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

B. First Amendment to Task Order No. 3 with Power Engineers, Inc. to complete additional engineering design for the new 138kV Canal Switchyard. (7:08)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve the First Amendment to Task Order No. 3 with Power Engineers, Inc.

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

C. First Amendment with Precast Specialties, LLC (8:41)

Action: Motion made by Commissioner Stokes and seconded by Commissioner McVoy to approve the First Amendment with Precast Specialties, LLC.

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

D. Resolution No. 09-2022 – amending the Interconnection Rules for the Net Metering Program (10:33)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve Resolution No. 09-2022 – amending the Interconnection Rules for the Net Metering Program with the following revision: on page 3, section 5 of the Rules and Regulations, add the bolded portion “The foregoing one and one-half percent (1.5%) limitation shall not apply to **systems which include sufficiently sized battery energy storage systems** or a new System to be interconnected if the new System includes a power exporting limiting device (PEL Device).

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

ADJOURNMENT: (1:21:00)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor Robinson to adjourn the meeting at 7:29 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: March 29, 2022

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

**MINUTES
CITY OF LAKE WORTH BEACH
ELECTRIC UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 22, 2022 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:06 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:21) Present were Mayor Betty Resch, Vice Mayor Herman Robinson, Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were City Manager Carmen Davis, City Attorney Christy L. Goddeau and Deputy City Clerk Shayla Ellis.

PLEDGE OF ALLEGIANCE: (0:46) led by Commissioner Christopher McVoy.

AGENDA - Additions/Deletions/Reordering:

There were no changes to the agenda.

Action: Consensus to place a resolution removing the 1.5% cap for households from the In-Community Solar Program on the next Utility Meeting scheduled for March 29, 2022 and to hold future discussions regarding the fiscal impact of community solar on the electric utility. (01:33)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (24:49)

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

There were no Consent Agenda items on the agenda.

UNFINISHED BUSINESS:

A. Electric Utility Conservation Program (36:07)

Action: Consensus to have the Electric Utility Advisory Board refine the recommendations and then draft resolutions or ordinances that will be reviewed by city departments and presented to the Commission for further review at a future meeting.

B. Discussion of Draft In-City Community Solar RFP (1:01:35)

Action: Consensus to issue the RFP for In-City Community Solar with the addition of a list of which city properties are available for the program and the removal of the requirement for battery storage and make it a recommendation, add the inclusion of the landfill with the specification that the cap not be damaged, include a billing option to supplement the systems existing billing system.

Action: Motion to extend discussion on RFP for In-City Community Solar for an additional 15 Minutes

by Commissioner Stokes and seconded by Vice Mayor Robinson. (1:20:15)

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

The meeting recessed at 7:32 PM and reconvened at 7:43 PM.

NEW BUSINESS: (1:38:04)

A. Utility Customer Service Overview

Action: Consensus to establish a confirmation email for customer emails that are received by the customer service department, the addition of the language that they prefer communication in and their preferred method of contact on all new applications.

ADJOURNMENT: (2:41:02)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor Robinson to adjourn the meeting at 8:47 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: March 29, 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:

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

SUMMARY:

Second Amendment authorizes Chen, Moore and Associates, Inc. to continue to provide Engineering Design and Construction Management Services for the City's Neighborhood Street Program to complete the final District 4 project that is under design.

BACKGROUND AND JUSTIFICATION:

The City is in the process of completing the Neighborhood Road Program funded by the \$40 million bond issued in 2017. The program included four years of construction to improve the roads throughout the City. The final project in District 4 was delayed due to Covid and other factors, but is now under design. The engineering design and construction management contract with Chen Moore was issued for a four-year term and one-year renewal, which was exercised and extended the Agreement through February 6, 2022. As this final project is ongoing and Chen Moore is providing design engineering services on it, the City finds amending the Agreement to extend the term until completion of the program or latest September 30, 2022.

MOTION:

Move to approve/disapprove the Second Amendment with Chen, Moore and Associates, Inc. for Engineering Design and Construction Management Services for the City's Neighborhood Street Program.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Second Amendment

**SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
For Engineering Design and Construction Management Services for the City's
Neighborhood Street Program**

THIS SECOND AMENDMENT to the Professional Services Agreement for Engineering, Design and Construction Management for the City's Neighborhood Street Program ("Amendment") 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 **Chen, Moore & Associates, Inc.**, a Florida Corporation ("CONSULTANT").

WHEREAS, on March 7, 2017, the CITY and CONSULTANT entered into a Professional Service Agreement for CONSULTANT to provide Engineering, Design and Construction Management Services for the City's Neighborhood Street Program ("Agreement"); and

WHEREAS, the term of the Agreement was for four (4) years with one (1), one (1) year renewal option; and

WHEREAS, on January 26, 2021 the CITY exercised its one (1) year option to renew the Agreement through February 6, 2022; and

WHEREAS, in the past year the CITY's Neighborhood Street Program has not been completed due to various delays due to COVID and other related, unforeseeable factors; and

WHEREAS, there is an ongoing project that the CONSULTANT is still working on and the CITY requires CONSULTANT to continue the services until the project is completed; and

WHEREAS, the CITY and the CONSULTANT wish to amend the Agreement to extend the term of the Agreement until completion of the project on CITY's Neighborhood Street Program or latest September 30, 2022, whichever comes first; 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 CONSULTANT agree to amend the Agreement, as follows:

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

2. **Term of Agreement.** The parties agree that the term of the Agreement is hereby extended to September 30, 2022 unless all services are completed prior to that date.

3. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement, the First Amendment 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 and the First Amendment (except as amended herein) remain in full force and effect.

4. **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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Agreement (Engineering, Design and Construction Management Services for the City's Neighborhood Street Program) 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

CONSULTANT: CHEN, MOORE & ASSOCIATES, INC.



By: _____

Print Name: Peter Moore

Title: President

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 28 day of February 2022, by Peter Moore, as the President of Chen, Moore & Associates, Inc., a Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.



Notary Public Signature

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: March 29, 2022

DEPARTMENT: Water Utilities

TITLE:

Purchase Order with Jet-Vac Equipment Company for High Pressure Sewer Cleaner

SUMMARY:

The Purchase Order provides for the acquisition of one new Jet-Vac Mongoose Model 184-LT Trailer mounted high pressure sewer cleaner through Sourcewell formerly NJPA contract in the amount not to exceed \$60,469.59.

BACKGROUND AND JUSTIFICATION:

The City's sewer division owns and maintains equipment needed to maintain the sewer collection system. The current high-pressure sewer cleaner, also called a "jetter", is beyond its useful life and no longer working as intended. As part of the division's operational needs, heavy equipment replacement is necessary to maintain an efficient and safe working fleet. As part of the FY 2022 budget, a new jetter was identified to replace the existing one. The jetter is being purchased through Sourcewell, formerly NJPA, under contract #101221-SCA with Sewer Equipment Company. Jet-Vac Equipment Company is the sole authorized dealer of genuine Sewer Equipment Co. The City is a member of Sourcewell as part of the Cooperative Bids they solicit.

MOTION:

Move to approve/disapprove purchase order with Jet-Vac Equipment Company for High Pressure Sewer Cleaner in the amount not to exceed \$60,469.59.

ATTACHMENT(S):

Fiscal Impact Analysis

Quote

Sourcewell contract

Sole Source letter



Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-304-5909
Orlando, FL 689-244-9515

ESTIMATE

Date	Estimate #
2/3/2022	Q2022-219

Name / Address
City of Lake Worth Beach 1900 2nd Ave N Lake Worth Beach, FL 33461

PLEASE VERIFY SHIP TO ADDRESS	
City Of Lake Worth Beach Judith Love 1900 2nd Ave N Lake Worth Beach, FL 33461-4204	
Phone	561-586-1719 Fax

With over 404 years of combined experience, we have accumulated field knowledge beyond the books. We know what works, and what doesn't. Not only can we train you on the proper techniques, but also pass along valuable tips to help you. We offer:

- * Training and Demonstrations held at our location or yours.
- * World-class service and repair from our trained technicians.
- * Tried and True Products that stand the test of time.
- * On-site service and repair is available.
- * Extensive inventory to fill your needs faster.
- * Classes and seminars held throughout the year.

Terms	Due on receipt - EQUIP...	Rep	TG1	FOB Shipping Point	Delivery
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Description	Qty	Amount	Total
SOURCEWELL CONTRACT # 101221-SCA Mongoose Model 184-LT Trailer Mounted High Pressure Sewer Cleaner to Include the Following: Engine: 49HP Kohler Diesel Tier IV Engine Partial Engine Enclosure Engine Display Electronic Throttle Control Pump: UDOR 18 GPM @ 4000 w/30 Min Run Dry Capability Recirculation System Electronic Water On/Off Control Bypass / Flow Control Valve Pulsation System Air Purge System Tank & Fill: 300 Gal. Black Super-Poly Water Tank 2-1/2" Hydrant Fill System Hose Reel & Hose: Poly Pivot Hose Reel w/600' Capacity of 1/2" Hose Electrical: NEMA 4 Control Panel Auto Shutdown (High Eng. Temp / Low Oil Pressure) Digital Fuel Gauge Pressure Precision Control Wireless Pendant w/ Water On/Off, Precision Pressure Control, and	1	59,968.65	59,968.65T

Subtotal
Total

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE



Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-304-5909
Orlando, FL 689-244-9515

ESTIMATE

Date	Estimate #
2/3/2022	Q2022-219

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Terms	Due on receipt - EQUIP...	Rep	TG1	FOB Shipping Point	Delivery
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Description	Qty	Amount	Total
Emergency Stop			
12V Power Outlet			
LED Amber Strobe Light			
Trailer:			
Single Torsion Axle, 7,000 GVWR			
Electric Brakes w/2-5/16" Ball Hitch			
D.O.T. Approved LED Lighting			
Steel Round Painted Fenders			
(1) Front Opening Aluminum Toolbox			
Fill Hose Storage Rack			
Accessories:			
2-1/2" x 25' Fill Hose			
10' Leader Hose			
BB Hose Guide			
Cleaning Nozzle			
Penetrator Nozzle			
Finned Nozzle Extension			
Nozzle Rack			
USB Operator / Owner Manual			
Manual Level Wind			
Garden Hose Adapter			
UPGRADE TO FULL ENGINE REMOVABLE ENGINE ENCLOSURE			
500FT SEWER HOSE (1/2" I.D. 4000 P.S.I. OPERATING PRESSURE)			
PER FT			
LED FLOOD LIGHT (FACTORY STANDARD)			
ADD ADDITIONAL FRONT OPENING ALUMINUM TOOLBOX			

Subtotal
Total

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE



Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-304-5909
Orlando, FL 689-244-9515

ESTIMATE

Date	Estimate #
2/3/2022	Q2022-219

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City of Lake Worth Beach 1900 2nd Ave N Lake Worth Beach, FL 33461

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City Of Lake Worth Beach Judith Love 1900 2nd Ave N Lake Worth Beach, FL 33461-4204	
Phone	561-586-1719 Fax

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- * Tried and True Products that stand the test of time.
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- * Classes and seminars held throughout the year.

Terms	Due on receipt - EQUIP...	Rep	TG1	FOB Shipping Point	Delivery
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Description	Qty	Amount	Total
3% Sourcewell Discount		-1,799.06	-1,799.06
Shipping & Handling	1	2,300.00	2,300.00
			0.00

Subtotal	\$60,469.59
Total	\$60,469.59

This Estimate may not include applicable freight charges unless specified

FINANCING AVAILABLE

**Solicitation Number: RFP #101221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sewer Equipment Co. of America, 1590 Dutch Rd., Dixon, IL 61021 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Sewer Equipment Co. of America

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:44 PM CST

DocuSigned by:
Shawn Bondele
By: B5011C400B714B6...
Shawn Bondele
Title: Inside Sales Manager
Date: 11/23/2021 | 4:13 PM EST

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/24/2021 | 6:48 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Sewer Equipment Co. of America
Does your company conduct business under any other name? If yes, please state: IL
Address: 1590 Dutch Road
DIXON, IL 61021
Contact: Shawn Bondele
Email: shawnbondele@sewerequipment.com
Phone: 815-835-5623
Fax: 815-284-0452
HST#: 36-2786536

Submission Details

Created On: Wednesday August 25, 2021 07:50:30
Submitted On: Monday October 11, 2021 15:11:12
Submitted By: Shawn Bondele
Email: shawnbondele@sewerequipment.com
Transaction #: 44e1e7e4-e719-4802-a155-e76c8332dafc
Submitter's IP Address: 98.142.194.242

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sewer Equipment Co. of America
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rock Rentals
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sewer Equipment
4	Proposer Physical Address:	1590 Dutch Rd., Dixon, IL 61021
5	Proposer website address (or addresses):	www.sewerequipment.com, www.rock-rental.com, www.sewershop.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Hochmuth Regional Sales Manager 1590 Dutch Rd. Dixon, IL 61021 tomhochmuth@sewerequipment.com 815-342-1700 Vanessa Gomez Inside Sales Coordinator 1590 Dutch Rd. Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566

Table 2: Company Information and Financial Strength

Line Item	Question	Response *															
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>"Best Product, Best Local Support" is a promise to our customers and is also a tagline that acts as a guiding principle to us each day. We have long been known for robust and innovative products that focus on simplicity, an increasingly rare characteristic in our marketplace. Sewer Equipment is also unique among manufacturers for our breadth of product, which ultimately allows our salespeople and distributors to sell in a consultative fashion. No other manufacture provides full size combination (jet/vacuum) trucks, mini combo trucks, water recycling combo trucks, truck and trailer jets both large and small, rodders, easement machines, and accessories for sewer cleaning applications as well as purpose built hydro excavation and air excavation trucks of all sizes.</p> <p>Our 76-year history has been one of growth and meaningful innovation. In 1941, our founder, H.T. O'Brien, developed the idea of using a rotating, spring tipped rod for cleaning drains in buildings, and a company was born. Throughout the 1940's and into the 1960's, O'Brien Manufacturing refined and expanded this principle to include trailer mounted rodders for cleaning mainline sewer pipes – these rodders were the predecessors of today's sewer jettors. The late 1960's saw the advent of modern-day sewer jet trucks and water powered rotating root cutters by O'Brien. O'Brien Manufacturing was sold in the early 70's and Sewer Equipment Company of America was opened by Jim O'Brien, son of the founder. The company grew from accessory sales to the manufacture of rodders, bucket machines, vacuum trailers, and truck and trailer jettors. In the mid 2000's we began manufacturing an extensive line of hydro excavating trucks and trailers. In 2012, the company was moved from a 37,000 sq/ft manufacturing facility in Chadwick IL to a 122,000 sq/ft plant in Dixon IL to accommodate our growth. This move allowed us to begin producing the 900-ECO combination sewer cleaner 2015. In the 6 years since its release, the 900-ECO has achieved approximately a 13% share of this hotly contested segment, measured in annual new truck sales in the US. In the last 4 years, we have also released the 400-ECO mini combo truck, the Genesis water recycling combo, and the AX-4000 air excavator truck. May of 2021 marked the completion of our 9000th piece of "big equipment" in company history.</p>															
10	What are your company's expectations in the event of an award?	We would immediately schedule a video conference meeting with all distributor sales personnel, reiterating the terms of the contract and calling attention to any changes. This would be followed up with in person reviews as well as e-mail / social media blasts to dealers and end users. We would remain the sole source of responsibility for this contract and would handle all order entry and reporting tasks required by the contract as we currently do.															
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sewer Equipment has a consistent track record of growth and profitability. The company's past performance assures ample resources to enhance our product offerings for the markets we serve. Sewer Equipment maintains insurance coverage that is customary for the business being conducted. (Attachment – 11-2020 Sewer Equipment Co....., 11 – Huntington National Bank....., 11 – 2021-2022 Sewer Equipment COI)															
12	What is your US market share for the solutions that you are proposing?	<p>Our US Market Share data listed here for combination trucks, truck jets, and hydro excavation trucks is based on data reporting through the American Association of Equipment Manufacturers.</p> <table border="1"> <tr> <td>Combination Sewer Cleaners</td> <td>(2018) 6.4%</td> <td>(2019) 7.1%</td> <td>(2020) 14%</td> <td>(2021y.t.d.) 13.3%</td> </tr> <tr> <td>Truck Jets</td> <td>(2018) 58.5%</td> <td>(2019) 8%</td> <td>(2020) 44.6%</td> <td>(2021y.t.d.) 31.7%</td> </tr> <tr> <td>Hydro-Excavation Trucks</td> <td>(2018) 5.9%</td> <td>(2019) 9.3%</td> <td>(2020) 6.9%</td> <td>(2021y.t.d.) 8.1%</td> </tr> </table>	Combination Sewer Cleaners	(2018) 6.4%	(2019) 7.1%	(2020) 14%	(2021y.t.d.) 13.3%	Truck Jets	(2018) 58.5%	(2019) 8%	(2020) 44.6%	(2021y.t.d.) 31.7%	Hydro-Excavation Trucks	(2018) 5.9%	(2019) 9.3%	(2020) 6.9%	(2021y.t.d.) 8.1%
Combination Sewer Cleaners	(2018) 6.4%	(2019) 7.1%	(2020) 14%	(2021y.t.d.) 13.3%													
Truck Jets	(2018) 58.5%	(2019) 8%	(2020) 44.6%	(2021y.t.d.) 31.7%													
Hydro-Excavation Trucks	(2018) 5.9%	(2019) 9.3%	(2020) 6.9%	(2021y.t.d.) 8.1%													
13	What is your Canadian market share for the solutions that you are proposing?	<p>Our Canadian Market Share data listed here for combination trucks, truck jets, and hydro-excavation trucks is based on data reporting through the American Association of Equipment Manufacturers.</p> <table border="1"> <tr> <td>Combination Sewer Cleaners</td> <td>(2018) 1.7%</td> <td>(2019) 2.0%</td> <td>(2020) 7.7%</td> <td>(2021y.t.d.) 7.5%</td> </tr> <tr> <td>Truck Jets</td> <td>(2018) 66.7%</td> <td>(2019) 42.9%</td> <td>(2020) 75%</td> <td>(2021y.t.d.) 75%</td> </tr> <tr> <td>Hydro-Excavation Trucks</td> <td>(2018) 2.1%</td> <td>(2019) 2.0%</td> <td>(2020) 0%</td> <td>(2021y.t.d.) 7.8%</td> </tr> </table>	Combination Sewer Cleaners	(2018) 1.7%	(2019) 2.0%	(2020) 7.7%	(2021y.t.d.) 7.5%	Truck Jets	(2018) 66.7%	(2019) 42.9%	(2020) 75%	(2021y.t.d.) 75%	Hydro-Excavation Trucks	(2018) 2.1%	(2019) 2.0%	(2020) 0%	(2021y.t.d.) 7.8%
Combination Sewer Cleaners	(2018) 1.7%	(2019) 2.0%	(2020) 7.7%	(2021y.t.d.) 7.5%													
Truck Jets	(2018) 66.7%	(2019) 42.9%	(2020) 75%	(2021y.t.d.) 75%													
Hydro-Excavation Trucks	(2018) 2.1%	(2019) 2.0%	(2020) 0%	(2021y.t.d.) 7.8%													
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Since its formation, Sewer Equipment has never petitioned for bankruptcy protection.															
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As a manufacturer, our primary means of going to market is via exclusive distributors that are typically responsible for covering the municipal entities in an entire state/states, multiple provinces, or multiple countries. We have distributors in 46 States and 2 Providences in Canada, as well as 5 overseas countries. The only exception is in some states/provinces that are in a transitional phase. Distributors act on our behalf as local sales, service, training, and warranty providers. These distributor sales and service people are 3rd party employees and are looked after by regional sales managers from Sewer Equipment. Distributor service personnel work closely with, and have direct access to Sewer Equipment's warranty department, technical service department and engineering group.															
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>As a United States based company, we are an Illinois corporation registered with the Illinois Secretary of State (File No. 50370119). Our Federal Employer Identification Number is 36-2786536. Our Illinois Certificate of Resale Number is 0252-2705.</p> <p>As a manufacturing making mobile products operating on US highways, we have two dealer licenses. DL1582 for trucks and DLT1419 for trailers. Each of our Dealers also hold Dealer Licenses in their respective territories.</p> <p>Where required, Sewer Equipment is licensed as a Manufacturer or Motor Vehicle Converter including Iowa Manufacturer License No. M241, Texas Motor Vehicle Converter License No. 105517, Louisiana Motor Vehicle Converter License No. CV-2021-00122, Washington Vehicle Manufacturer License No. 08152 and Montana New Motor Vehicle Manufacturer License No. 139.</p> <p>Sewer Equipment is also a member of the National Association of Trailer Manufacturers. This assures our trailers are manufactured in accordance with all DOT and NATM guidelines.</p>															
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Sewer Equipment has not within the ten-year period preceding this bid been debarred or suspended from any public transactions (Federal, State, or local).															

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sewer Equipment was awarded patent number "US 9,863,135 B2" for our Hydro-Drive system on January 9th, 2018. This Hydro-Drive System is the heart of our 900-ECO Combination Sewer Cleaner and has been a major contributor to the continued growth and success of our company. In the July 2021 issue of THE MUNICIPAL, Sewer Equipment was featured in an article "Moving Beyond Transactional Relationships Toward Partnerships." referencing a sale to King County, WA, where they utilized the Sourcewell Contract for the purchase and National Cooperative Lease for the financing. Sewer Equipment's products are in focus on almost a monthly basis in Industry Trade Publications such as CLEANER, DIG DIFFERENT, and MUNICIPAL WATER & SEWER.
19	What percentage of your sales are to the governmental sector in the past three years	(2018) 47%, (2019) 52%, (2020) 53%, (2021) 54%
20	What percentage of your sales are to the education sector in the past three years	(2018) .032%, (2019) .058%, (2020) 0%, (2021) 0%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The figures below do not include state and other local contracts that are managed by our distributors. These are only contract held directly by Sewer Equipment. HGAC (2018) \$361,491.00, (2019) \$496,502.00, (2020) \$0.00, (2021) \$0.00, State of Ohio (2018) \$66,914.00, (2019) \$337,639.00, (2020) \$569,970.00, (2021) \$248,523.00 Florida Sheriffs (2018) \$0.00, (2019) \$0.00, (2020) \$0.00, (2021) \$87,886.00 BuyBoard (2018) \$0.00, (2019) \$0.00, (2020) \$0.00 (2021) \$52,325.00
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sewer Equipment partners with Fedharmony on a GSA contract. We also directly hold a DLA contract. GSA (2018) \$0.00, (2019) \$250,619.00, (2020) \$263,271.00, (2021) \$58,479.00 DLA (2018) \$0.00, (2019) \$256,309.83, (2020) \$274,847.00, (2021) \$0.00

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Reno, NV	Zac Haffner	775-399-8692
City of Salem, OR	Jerry Smith	503-385-7560
City of Atlanta, GA	Robert Horton	404-982-1426

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Atlanta, GA	Government	Georgia - GA	Combination Sewer Cleaners	8 - 900-ECO's	\$2,171,740.00
City of Reno, NV	Government	Nevada - NV	Combination Sewer Cleaners, Truck Jets, Easement Machines	3 - 800-HPRs, 3 - 900-ECO's, 1 - JAJ-600WH	\$1,141,776.00
Snohomish County	Government	Washington - WA	Combination Sewer Cleaners	3 - 900-ECO's	\$812,988.00
City of Salem, OR	Government	Oregon - OR	Combination Sewer Cleaners	3 - 900-ECO's	\$755,912.00
City of Hamilton, ON	Government	ON - Ontario	Hydro Excavators	2 - Ramvac HX-12's	\$705,804.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	We directly employ a national sales manager as well as an eastern, central, and western regional sales manager that are responsible for our distributor network. We employ 3 inside salespeople as well as 7 direct salespeople that serve markets that are not fully covered by distribution (primarily contractors, but also some federal agencies and education to a very small degree). Three full time demonstration specialists work with our regional sales managers and distributor salespeople to allow our customers to "try it before they buy it", which is a very important aspect of our sales program.

26	Dealer network or other distribution methods.	In total, our distributor network employs approximately 140 salespeople. As a premium specialty product, our distributors are quite focused on the Sewer Equipment line, typically spending 50% or more of their efforts on our offerings. A new focus moving forward will be an intensive product and presentation technique training (SEAL - Sewer Equipment Advanced Learning) program for our distributors, with the goal being the most educated and knowledgeable sales staff in the industry. This has already begun with a dealer "walkaround" event (live product presentation), in which dealer salespeople presented several products to their peers and factory personnel and were graded for certification purposes. This program will be expanded with more events and more content in the coming years.	*
27	Service force.	(See attachment: 27 Service Distributor Map – US) As the Sewer Equipment distributor network evolves, our service presence has improved in recent years. With more professional organizations in our ranks, our number of service techs at the dealer in the US and Canada is approximately 170. Each of our distributors is required to have at least two technicians certified at Sewer University, a multi-day class that is regularly held at our Dixon IL headquarters. 99% of our customer's service needs are accommodated at the distributor level. Sewer Equipment also employs 3 mobile service technicians equipped with service trucks that fill in any gaps in service coverage and cover special projects. A relatively unique offering for customers in remote regions is our willingness to provide warranty coverage via a 3rd party repair shop of their choice or to reimburse the customer to perform simple warranty repairs themselves. This is very popular among customers in the rural western US, and is largely made possible by our simple products and factory tech support.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As in the past, Sewer Equipment distributors will provide Sourcewell quotations to customers and will accept purchase orders from customers following Sourcewell guidelines as called out in our Quick start guide for distributors which will be updated (Attachment - 28 Quick Start Guide for dealers- Sourcewell INTERNAL - rev6 4-6-2020). Upon securing the order from the end user, the distributor will in turn place their order with Sewer Equipment and must include a copy of their customer's purchase order complete with Sourcewell discount information, customer Sourcewell number, and our Sourcewell contract number. Said in a simpler way, customers will order from their authorized distributor, and the distributor will order from Sewer Equipment as they normally would, with the exception that Sourcewell quote and order protocols will be followed.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The first and likely most important aspect of our service program is building equipment that can be worked on by the customer or a local shop. Because Sewer Equipment has consciously avoided the use of computers, circuit boards, and CANbus communication protocols in our products, a mechanic with traditional skills and a knowledge of 12-volt wiring systems can often help themselves. If the customer does not possess the skills or cannot resolve the issue on their own, they should make a call to their local distributor to schedule a service visit, or to our corporate service technicians for assistance via the phone. Our corporate, in-house customer service department is comprised of both parts sales specialists and technical support specialists that provide toll-free service and tech support 24-7 & 365 days a year to end users and distributor service groups. Depending upon the issue, many can be handled over the phone with minor adjustments to either the operator's use of the equipment or to the machine itself. Our support specialists have extensive experience in troubleshooting issues and offering solutions. If repair service and parts are required, our specialists will work with the customer and/or dealer to most quickly and easily remedy the situation. To assist in this process, each unit we build is assigned a 4 digit serial number that allows us to retrieve electronic copies of every document related to the system from the sales order to product manuals that contain as built wiring diagrams and hydraulic schematics. We stock an extensive inventory of repair parts and accessories to give expedited service to our customers. Due to our stock levels and standardization on most buy out components, we have a track record of consistently shipping 95+% parts the same day ordered. For those remaining parts, we go to our vendor suppliers for support to meet our customer and dealer network needs. In regard to response time, most customers can expect a personal visit from a dealer technician within 24 hours with some exceptions due to geographic challenges. As detailed above, technical phone support is available all day, every day.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All personnel, physical assets, and procedures are already in place to provide our products and product support nationwide.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are prepared and have already utilized the Sourcewell contract in Canada for a substantial transaction with Hamilton, Ontario (2 Hydro-Excavator trucks)	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hawaii is the only geography not covered by an exclusive distributor, but we do utilize a non-exclusive reseller to facilitate service issues and the few sales that we see there.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Although we are willing and able to serve all sectors, 98-99% of our customers fall in the government segment with some tribal entities and an occasional school district or university mixed in.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions in regards to the contract for the States of Alaska and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<ul style="list-style-type: none"> • Product Literature: We display the Sourcewell contract awarded logo on our product line cards, product catalogs, and our website. See supporting document "Sewer Equipment Co. of America Full Product Line Catalog". • Website: We will highlight this in our website blog content when awarded and highlight on our social platforms. • Magazines: Collaborate with Industry Partners and Trade Publications advertise and write articles highlighting the benefits of utilizing the Sourcewell Contract. • Training on Finance Options: Promote the use of the Contract and Finance Options during our yearly Dealer Meetings. • Main Phone Line: Our on-hold message for our main Sewer Equipment phone line includes a narrative describing the contract and benefits to our customers. • Tradeshows: We display Sourcewell flags/banners at the major industry shows and our distribution (dealer) partners do as well at dozens of local shows each year. • Field: Our three regional sales managers, national sales manager, and demonstration specialists promote the contract at in person customer visits and demonstrations. Trailing has also been provided to our distribution (dealer) partners on how to also promote the contract in the field
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing platforms include: our websites (Sewer Equipment and Rock Rental), ad campaigns through Google AdWords, LinkedIn ads, and Facebook ads, social media platforms such as LinkedIn, Facebook, and Twitter, advertising and editorial content with trade magazines, and email campaigns to established dealer networks and customers.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We feel that Sourcewell provides the medium and Sewer Equipment supplies the product, both supplying prospects. Sourcewell's marketing efforts are important to expose municipalities to the contract and the accepted option as an alternative to the traditional bid process. Sewer Equipment's responsibility is to market our product to prospects and our distribution network.</p> <p>Integrate Into Sales Process:</p> <ul style="list-style-type: none"> • We will continue with our existing plan which is mentioned in number 35 above. In addition to what is mentioned we have additional plans already in place that we will continue with that include: <ul style="list-style-type: none"> o WWETT show, Indianapolis, February 2022: announce renewal of contract at annual dealer meeting. o Each year we present the top 3 Sourcewell dealer salespersons with monetary awards covered by Sewer Equipment. o Our secured dealer portal website includes: all Sourcewell pricing, Sourcewell quick start guide which outlines all pertinent details of our contract. o Internal quarterly sales meeting includes update on sales success regarding the contract. o When a new dealer is brought on, we allocate for 1 hour of Sourcewell training.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system in place at this time.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Operational training is standard and provided free of charge by our distributors at time of delivery of new machines. Because a large percentage of our customers are repeat buyers, we choose to offer additional on-site operator training by a factory representative on an optional basis for those that feel they need it. Price is \$1,839.00 for the first day and \$1,370.00 for each subsequent day, including all expenses such as transportation.</p> <p>Model specific maintenance training is optional, customizable, and available on demand. This covers daily, weekly, monthly, and annual maintenance requirements as well as basic and model specific troubleshooting. This is typically 2 days at our plant and is \$943 per person. Meals and lodging are included in the price and customer is responsible for transportation.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>Our primary "advancement" revolves around the principle of keeping our systems simple. Particularly in the combination truck, hydro excavator, and full-size truck jet market, nearly every manufacturer has moved to microprocessor-controlled modules that incorporate touch screens and complex digital user interfaces. We have retained the use of traditional 12-volt control systems. This makes our trucks easier and safer to run, easier to maintain without special training and tools (increasing up-time) and eliminates the obsolescence and fragility of high-tech components.</p> <p>We are in the process of manufacturing the world's only battery powered rodder for the City of Seattle sewer collections department.</p> <p>The Genesis Recycling Combination truck is an exclusive partnership with Cappellotto of Italy that allows us to offer their world leading technology of this product in North America with the sales efforts and support of our nationwide dealer network.</p> <p>Our patented Hydro Drive system utilized on our 900-ECO drives our blower and water pump in a very unique but surprisingly simple manner that offers a host of benefits. Eliminating the transfer case present in most other designs removes a potential maintenance headache, allows our truck to work in neutral offering unmatched operator safety and ease of setup, and consumes less horsepower, thus cutting fuel consumption and emissions.</p> <p>The 800-HPRTV Series IV was recently refined and is the most user friendly and productive TV/Jet combination systems in the truck and trailer market, allowing customers to TV and clean sewer lines simultaneously.</p>

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Company</p> <p>2020 solar panel project.</p> <p>Through the Illinois Adjustable Block Program Sewer Equipment's 706.86 kW solar system is generating 11,871 REC's (Renewable Energy Credits). (attachment – 41 Sewer Equipment Solar Renewable... and attachment - 41 Illinois Adjustable...), Sewer Equipment participated in ComEd's Smart Inverter rebate program which incentivizes non-residential customers to make renewable energy investments. (attachment – 41 Smart Inverter...)</p> <p>To date, Sewer Equipment's solar charging system has saved CO2 emissions of 895,396 lbs. (attachment 41 Solar Edge summary.)</p> <p>Battery powered forklifts and material handling devices utilize solar charging</p> <p>Adoption of low VOC paints has decreased overall VOC generation despite a 10-fold increase in production in the last 10 years.</p> <p>Installation of a water recirculation system for jetter testing, saving hundreds of thousands of gallons per year.</p> <p>Recycling Program</p> <p>Utilization of reusable, steel transport skids for our locally sourced large components eliminates the need for one-use wood and plastic skids.</p> <p>Recycling of wood and cardboard shipping components</p> <p>Plant-wide paper and plastic recycling program</p> <p>Products</p> <p>The Genesis recycler combo truck can clean sewers all day without using a drop of fresh water. It processes the debris and water that is vacuumed during the operating process, using the reclaimed water for jetting.</p> <p>Our 900-ECO truck, 800HPR-ECO truck and 747-ECO trailer operating system allows the engine to operate at 30-50% lower speed while in the work mode, offering reductions in fuel use, emissions, and ambient noise.</p> <p>Our rodders are the only commonly accepted waterless sewer cleaning tools, making them popular in arid regions where water conservation is of importance. Thousands of gallons of water are saved daily versus traditional sewer jet-vac technology.</p> <p>Although traditionally gas powered, we have now developed a battery powered rodder.</p> <p>Biodegradable hydraulic fluid is offered as an option in all our systems.</p> <p>We have manufactured several CNG powered jet trucks for the Southern California Market</p>
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Sewer Equipment has not received any third-party ECO ratings specifically. However, a patent has been granted by the US Patent office for our HydroDrive system described above, as used on our 900-ECO. This system does provide fuel saving vs traditional drive systems. (Attachment 42 HydroDrive...)</p>
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>We continue to receive the EDGE credit from the State of Illinois. This credit is based on the number of jobs created and retained. (Attachment 43 Edge Credit.....)</p>
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>One of the most unique attributes of our offering is our unprecedented breadth of product. No other manufacturer in our marketplace offers everything from small jetters used in the plumbing segment to full size combo trucks, and everything in between. This means that our distributors can be consultants starting with assessing a customer's needs and then supplying the proper product. This also makes us one of the only suppliers of smaller products in the sewer industry that has a strong nationwide sales and service network.</p>

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Sewer Equipment's standard warranty policy covers all items manufactured by Sewer Equipment except for wear items. Many major components are covered by their respective manufacturers warranty policy. (Attachment 45 Warranty Policy.....)
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Sewer Equipment's standard warranty policy covers 12 months or use or 2000 hours. The 2000 hours limit covers typical usage by all Municipalities.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Sewer Equipment provides up to 3 hours of travel time for warranty reimbursement. Our Dealers pick up travel time in addition to the 3 hours as needed. Our Municipal customers do not have to pay for travel time regardless of where they are located.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	Sewer Equipment has dealers that cover 46 of States in the U.S. In Canada we have dealers currently covering 4 Provinces. Our dealers cover service in these areas. For customer in other states or provinces in Canada we have two options for service. First Sewer Equipment employs direct field service personnel that we can send directly to the customers locations. We also work with third party service centers across North America that will do warranty work on Sewer Equipment products. Regardless of the customers location, we have service handled.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Sewer Equipment assist in processing warranty claims for all purchased items covered by their respective manufacturer's warranties. For most items we handle these claims directly with the manufacturer for a seamless claim by the end user. This would be similar to claims on Sewer manufactured items. The only exception is auxiliary engines. Engine warranty claims and repairs are handled by the respective manufacturers service centers around the country. Sewer Equipment does assist with communication between the end user and the service center.
50	What are your proposed exchange and return programs and policies?	If the customer decides to return a purchased item such as a spare part, Sewer Equipment charges a 25% re-stocking fee. The customer will also be responsible for shipping charges. This policy does not apply to new custom-built equipment sold through our dealer network. Any potential return for new equipment would be negotiated with the selling dealer.
51	Describe any service contract options for the items included in your proposal.	Sewer Equipment's dealer network offers service packages for customers. These packages are priced by our dealers. For regions not supported by our dealer network, Sewer Equipment offers quarterly maintenance packages with work performed by our own Field Service Personnel. Pricing is on a case-by-case basis based on expectations of the customer.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	Sewer Equipment does not have any performance guarantees that apply to service. We do offer a 27/7 phone support for all service-related issues. For urgent parts needs, we typically ship 90% of orders within 24 hours.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We do not have service performance standards currently but are looking to implement a program in 2022.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Sewer Equipment's payment terms for all municipal and educational Customers is Net 30. Our dealers would also utilize Net 30-day terms to their customers.
55	Describe any leasing or financing options available for use by educational or governmental entities.	Sewer Equipment utilizes and recommends NCL Government Capital for leasing options to our Municipal Customers. This has proved very useful for long term leasing arrangements. For short term rental needs, we offer rentals through our subsidiary Rock Rentals. Many of our dealers also partner with us in offering short term equipment rentals.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sewer Equipment and our dealers utilize our standard Sourcwell Price sheets for quoting to our customers. When a customer submits a purchase order to one of our dealers, the dealer submits a copy of the customer purchase order along with the worksheet used for quotation to us. We utilize this information to establish the Sourcwell Contract fee. All other related transaction documents are handled between our dealers and customers. See copies of our worksheets uploaded in the pricing section.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Sewer Equipment does not accept P-Card for payments currently.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sewer Equipment utilizes a straightforward discount off list pricing model for all our new equipment sales. This also applies to all spare parts and accessories. Pricing for all our new equipment models has been uploaded and is included with this submittal. We do not utilize SKUs for our equipment. All worksheets are identified by their model name. Pricing for all parts and accessories is not included with this submittal as the number of items is quite large. MSRP pricing for most items can be found at www.sewershop.com .
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcwell Contract discount for all new equipment is 3% off MSRP. The discount for parts and accessories is 5% off MSRP. The discount for rentals is 3% off published rates. The buyout price for rentals if applicable is priced at 3% off MSRP. These discounts are minimums, and our dealers may provide additional discounts.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Sewer Equipment does not have a standard volume discount pricing structure. However, us and our dealers will offer volume discounts as necessary on a case by case basis. When offered, these discounts are noted on the quote to be above and beyond the standard Sourcwell discount.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sewer Equipment and/or our dealers will provide non-standard items to be mounted on our equipment at request of our customers. These items are quoted on a case-by-case basis and are considered part of our product. These non-standard items are subject to the Sourcwell discount. Sewer Equipment and/or our dealers will also supply chassis for our truck mounted models. These chassis are currently being quoted at cost on a case by case basis due to pricing influx in the market. We consider these items to be "pass-thru" items and are not subject to Sourcwell discounts or fee reporting.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items that can be included on a quotation to a customer but are not on our pricing worksheet or discussed in the above sections include the following. Dealer supplied freight, training, and pre-delivery inspections. These items are not subject to Sourcwell Discount or fee reporting.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sewer Equipment charges freight from our Dixon, IL location to our Dealers location. We charge freight on a per mile bases. Our dealers may impose an additional charge for freight from their location to the customers location depending on location. That is a separate charge as listed in question 62.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For freight charges to customers located outside of the continental United States or Canada, we will with our freight broker to establish the lowest price options for our customers. Our customers are also welcomed to take on the freight responsibility themselves.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not currently offer any unique freight programs other that what is listed above.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sewer Equipment has always offered a discount from list price on the Sourcwell Contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Our Sourcewell pricing worksheets are accessible for download on our dealer website. This assures that our dealer sales staff have access to the correct price pages. These contract specific price sheets have the 3% minimum discount already listed to prevent error.</p> <p>Sewer Equipment audits every incoming order to determine if our Dealers have sold it via the Sourcewell Contract. If it was determined it was a Sourcewell sale, we verify all contract pricing via our worksheet and the customer purchase order. Every customer purchase order utilizing the Sourcewell contract must list their Sourcewell membership number and Sewer Equipment's contract number. Upon confirming the order is purchased via the contract, we document every order on an Excel spreadsheet. This spreadsheet tracks contract sell price, contract fee, and so on. Our Accounting Department audits this spreadsheet on every order that is completed before shipping. We also identify the use of the contract on our order tracking database for an easy to access record of all Sourcewell orders.</p> <p>For fee reporting and remittance we have a dedicated person in our Accounting Department that audits the Sourcewell Orders spreadsheet and reports sales on a quarterly basis. Fees are paid based on this quarterly reporting.</p>
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We continually monitor contract usage against overall sales volumes through our Dealerships. We track and award the highest grossing dealer salesperson that utilizes the Sourcewell Contract on a yearly basis during our dealer awards ceremony. It should be noted that the Sourcewell Contract is the only contract where we offer this award. We also compare the Sourcewell contract against competing national contracts and dealer held state contracts. These comparisons help us to put emphasis on training dealer sales staff.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Sewer Equipment will pay an administrative fee to Sourcewell based on 1% of the Sourcewell sell price to the customer. This 1% fee is paid on our equipment, spare parts, and accessories. We do not pay the administrative fee on chassis which are considered a pass thru with our units. We will also pay the 1% administrative fee on all rental billings limited to 18 months and to buyouts of rentals based on the negotiated buyout price.</p> <p>The fees are calculated and paid on a quarterly basis.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Sewer Equipment is offering an extensive range of equipment that all fall into the Sewer Vacuum, & Hydro-Excavation Category on this proposal. Our list of offered equipment is as follows...</p> <ul style="list-style-type: none"> • Our models 400-ECO & 900-ECO Combination Sewer Cleaners • Our Genesis Recycler Sewer Cleaner • Our Mongoose Series of Truck and Trailer Jetters • Our 545 & 747 Series of Truck and Trailer Jetters • Our 800 Series Truck Jetters • Our Ramvac Series Hydro Excavation Trucks • Or Ramvac Series Air Excavation Trucks. • Our JAJ Series of Easement Machines for Sewer Cleaning • Our 444, 866 & 877 Rodders for Sewer Cleaning • Spare parts and Accessories for above listed equipment. • Our Rental Program of above equipment.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All our equipment falls under the primary category on the proposal.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Sewer vacuums or combination sewer cleaners	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment List
73	Hydro or air excavation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment List
74	Jetters and rodders	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment List
75	Dewatering, mud, trash, and centrifugal pumps	<input type="radio"/> Yes <input checked="" type="radio"/> No	No items specifically in this category, but our Geneisis Recycler unit does de-water before dumping.
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	<input type="radio"/> Yes <input checked="" type="radio"/> No	No items specifically in this category, but our 900-ECO with optional trash pump can be used as an emergency pump system.
77	Accessories, supplies and replacement or wear parts related to the offerings above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe any product or equipment features that improve operator safety.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required which has the potential to pop into gear and drive away. All of our ECO Series equipment operators at a reduced RPM for lowered noise for the operator. Our standard wireless remote has an e-stop safety check built in.
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required. The operator simply puts the truck in neutral, sets the parking brake, gets out of the truck, and turns on one switch to activate the unit. Then they can vacuum and/or jet within seconds. We do not utilize any completed computers or touch screens that prevent the operator from using while wearing gloves. Our dig-deep boom available on the 900-ECO and our HX12 series allows for increase vacuum depth without the need for as many vacuum tube additions.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Price Sheets.zip - Monday October 11, 2021 13:50:43
- [Financial Strength and Stability](#) - Financials.zip - Monday October 11, 2021 13:51:14
- [Marketing Plan/Samples](#) - Marketing Documents.zip - Monday October 11, 2021 13:52:29
- [WMBE/MBE/SBE or Related Certificates](#) - 43 Edge Credit Cert of Verification.pdf - Monday October 11, 2021 13:53:20
- [Warranty Information](#) - 45 WARRANTY POLICY AND PROCEDURE.docx - Monday October 11, 2021 13:52:48
- [Standard Transaction Document Samples](#) - Sourewell Order Transaction Document.pdf - Monday October 11, 2021 13:57:20
- [Upload Additional Document](#) - Additional Documents.zip - Monday October 11, 2021 13:54:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shawn Bondele, Inside Sales Manager, Sewer Equipment Co. of America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	<input checked="" type="checkbox"/>	1

Ramvac
www.ram-vac.com

Mongoose Jetters
www.mongoosejettters.com

Sewer Equipment Co. of America
www.sewerequipment.com

Sewer Equipment
1590 Dutch Road
Dixon, IL 61021

Office: 815.835.5566
Toll Free: 800.323.1604
Fax: 815.284.0452



October 20, 2021

To whom it may concern:

We hereby certify that the following Company is the sole authorized dealer of genuine Sewer Equipment Co. of America's machines, parts, accessories, and service.

Jet-Vac Equipment Company, LLC
5746 Broad Street
Sumter, SC 29151

This authorization is valid for municipalities and plumber contractors in the states of **North Carolina, South Carolina, Tennessee, Georgia, and Florida**. No other Sewer Equipment distributor regardless of their location, is authorized to provide products or services in these states. Please submit purchase orders directly to **Jet-Vac Equipment Company, LLC**.

Sincerely,

SEWER EQUIPMENT CO. OF AMERICA


Larry Hageman, Vice President of Finance

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: March 29, 2022

DEPARTMENT: Water Utilities

TITLE:

Agreement with Florida Department of Transportation for utility relocations for the SR-9/I-95 @ 6th Avenue South Project

SUMMARY:

This Agreement authorizes Florida Department of Transportation (FDOT) to relocate, adjust or remove water and sewer utility facilities as part of the SR-9/I-95 @ 6th Avenue South project.

BACKGROUND AND JUSTIFICATION:

FDOT is designing a roadway project at the 6th Avenue South and I95 Interchange. In order to complete the design to meet the FDOT standards, level of service and drainage necessary, FDOT needs several water and sewer utility relocations, adjustments or removals. City staff has worked with FDOT to design plans to accommodate the new roadway. The plans include removal and installation of pipe, adjustment of valve boxes, water services and sewer laterals, and manhole adjustments. This agreement provides the City's approval for FDOT to relocate its water and sewer utilities per the agreed upon plans and that FDOT will pay the cost for the work.

MOTION:

Move to approve/disapprove Agreement with Florida Department of Transportation for utility relocations for the SR-9/I-95 @ 6th Avenue South Project.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT FDOT EXPENSE)

Form No. 710-010-21
UTILITIES
03/20

Financial Project ID: 436963-1-56-02	Federal Project ID:
County: Palm Beach County	State Road No.: 9
District Document No:	
Utility Agency/Owner (UAO): City of Lake Worth - Water	

THIS AGREEMENT, entered into this ____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **City of Lake Worth - Water**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as SR-9/I-95 @ 6TH AVENUE SOUTH D, State Road No.:9, hereinafter referred to as the "Project"; and

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the **FDOT's** contractor as part of the construction of the Project; and

WHEREAS, the **FDOT**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Design of Utility Work

- a. **UAO** shall prepare a final engineering design, plans, technical special provisions, and a cost estimate for the Utility Work (hereinafter referred to as the Plans Package) on or before N/A, year of ____.
- b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project and shall be suitable for reproduction.
- c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including, but not limited to, all clearing and grubbing, survey work, and shall include a traffic control plan.
- d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Design Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Design Manual is updated and conflicts with the **FDOT's** Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the **FDOT's** Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or

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Developmental Specifications of the **FDOT** for the Project.

- f. **UAO** shall provide a copy of the proposed Plans Package to the **FDOT**, and to such other right of way users as designated by the **FDOT**, for review at the following stages: N/A. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the **FDOT's** production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.
- g. In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT's** review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.
- h. The **FDOT** shall furnish the **UAO** such information from the **FDOT's** files as requested by the **UAO**; however, the **UAO** shall at all time be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.
- i. The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: Replacement of UAO facilities that do not conflict with Project. These exceptions shall be handled by separate arrangement.
- j. The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.
- k. Upon completion of the Utility Work, the Facilities, shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit _____.
(Note: It is the intent of this line to allow either attachment of or separate reference to the permit).
- l. The cost of any design work performed pursuant to this paragraph 1 shall be reimbursed by a separate agreement.
- m. As part of the final submittal of the Plans Package, the **UAO** shall also submit an estimate of the amount of the cost of the Utility Work that should be paid for by the **UAO**, hereinafter referred to as the **UAO** Participating Amount. The determination of that amount shall be based on the credit required for any increase in the value of the new Facility and for any salvage derived from the old Facility. These credits shall be determined as follows:
 - (1) Increase in value credit.
 - (a) Expired Service Life. If an entirely new Facility is constructed and the old Facility retired, credit for the normally-expected service life of the old Facility applies.
 - (b) Upgrading. A percentage of the total cost of the Relocation Work, based on the extent of the betterment obtained from the new Facilities will be applied.
 - (2) Salvage Value. The **FDOT** shall receive fair salvage value credit for any salvage which will become available to the **UAO** as a result of the Utility Work.

The submittal shall show the calculation of the **UAO** Participating Amount in detail for each of the credits required above. The **FDOT** shall review the calculations and advise the **UAO**

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of any objections. In the event that the parties cannot come to an agreement as to the **UAO** Participating Amount, the **FDOT's** determination of the amount shall prevail.

2. Performance of Utility Work

- a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.
- b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT's** requirements.
- c. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package except for the following activities: General Engineering Inspection and will furnish the **FDOT** with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by the **FDOT**.
- d. Except for the inspection, testing, monitoring and reporting to be performed by the **UAO** in accordance with Subparagraph 2. c., the **FDOT** will perform all contract administration for its construction contract.
- e. The **UAO** shall fully cooperate with the **FDOT** and the **FDOT's** contractor in all matters relating to the performance of the Utility Work.
- f. The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project.
- g. The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed to Tallahassee for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

3. Cost of Utility Work

- a. Except as otherwise provided herein, the **FDOT** shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the **UAO**. The **FDOT** shall not be responsible for the cost of delays caused by such adjustments or changes to the extent they are attributable to the **UAO** pursuant to Subparagraph 4.a.
- b. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the **UAO** Participating Amount, determined in accordance with Subparagraph 1.m. hereof.
- c. At least Forty Five (45) days prior to the date on which the **FDOT** advertises the Project for bids, the **UAO** will pay to the **FDOT** the **UAO** Participating Amount.
- d. If the **UAO's** percentage contribution to the portion of the bid of the contractor selected by the **FDOT** which is for performance of the Utility Work (calculated by dividing the **UAO's** Participating Amount by the amount of the **FDOT's** official estimate) exceeds the amount of the deposit made pursuant to Subparagraph c. above, then the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT**, or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the **FDOT** to bring the total amount paid to the total percentage contribution of the **UAO**. If said

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portion of the bid is less than the amount on deposit, the excess deposit shall be returned to the **UAO** in accordance with Section 215.422, Florida Statutes.

- e. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work.
- f. Payment of the funds pursuant to this paragraph will be made (choose one):
 - directly to the **FDOT** for deposit into the State Transportation Trust Fund.
 - as provided in the attached Three Party Escrow Agreement between the **UAO**, the **FDOT**, and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the Department of Financial Services and **FDOT** Comptroller's Office prior to execution of this agreement.
- g. Upon final payment to the contractor, the **FDOT** intends to have its final and complete billing of all costs incurred in connection with the Utility Work within three hundred sixty (360) days. All cost records and accounts shall be subject to audit by a representative of the **UAO** within three (3) years after final close out of the Project.

4. **Claims Against UAO**

- a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.

5. **Out of Service Facilities**

No Facilities shall be placed out of service unless specifically identified as such in the Plans Package. The following terms and conditions shall apply to Facilities placed Out-of-Service:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by **UAO**. In the event of a breach of this Agreement by **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph e. below.
- c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly

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respond to information requests of the **FDOT** or other permittees using or seeking use of the right of way.

- e. The **UAO** shall remove the Facilities at the request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the out of service Facilities would have qualified for reimbursement only under Section 337.403(1)(a), Florida Statutes, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. In the event that the out of service Facilities would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the **FDOT** as though it had not been placed out of service. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

6. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.
 - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
 - (5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (6) Pursue any other remedies legally available.

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- (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the **UAO**.
 - (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
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FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

9. Miscellaneous

- a. Time is of essence in the performance of all obligations under this Agreement.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the **UAO** shall not be obligated to protect or maintain any of the Facilities to the extent the **FDOT's** contractor has that obligation as part of the Utility Work pursuant to the **FDOT's** specifications.
- c. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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(AT FDOT EXPENSE)

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If to the **UAO**:

Julie Parham, P.E., Assistant Director

Water Utilities Department

(561)586-1798 jparham@lakeworthbeachfl.gov

If to the **FDOT**:

Kadian McLean, District Utilities Administrator

3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309

Kadian.McLean@dot.state.fl.us (954)777-4360

10. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes To Form Document."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Lake Worth - Water

BY: (Signature)

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

Recommend Approval by the District Utility Office

BY: (Signature)

DATE: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
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FDOT Legal review

BY: (Signature) _____

DATE: _____

District Counsel

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: (Signature) _____

DATE: _____

(Typed Name: **Steven C. Braun, P.E.**)

(Typed Title: **Director of Transportation Development**)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

Changes to Form Document

Attachments

1. Appendix A of Assurances
2. Exhibit A – Scope of Services
3. Exhibit B – Summary of Quantities

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

710-010-08
UTILITIES
OGC-04/17

Financial Project ID: 436963-1-56-02	Federal Project ID:
County: Palm Beach County	State Road No.: 9
District Document No:	
Utility Agency/Owner (UAO): City of Lake Worth - Water	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (**hereinafter referred to as the UAO**), agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Requirements:** The **UAO** will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The **UAO** may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or \$2,500.00 whichever is greater. The **UAO** will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the **UAO** will provide the documentation verifying compliance with the Buy America provision of this Agreement. The **UAO** will provide a certification with the invoice that states the following: "The UAO certifies that all manufactured products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410 as amended except for the foreign source steel and/or iron allowance of 0.1% of the total amount of the agreement between the Florida Department of Transportation and the UAO, or \$2,500.00 whichever is greater."

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

710-010-08
UTILITIES
OGC-04/17

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT A
Scope of Services 436963-1-56-02

The utility work to be performed under this agreement consists of water and sewer infrastructure utility work for the City of Lake Worth, Utility work will include the removal of utility pipe, adjustment of valve box and utility fixtures, removal of fire hydrant, manhole adjustment.

EXHIBIT B
Summary of Quantities

ITEM NUMBER	DESCRIPTION	QUANTITY	Unit
425-5-1	ADJUST MANHOLE COVER, UTILITIES	8	EA
1050-16-002	UTILITY PIPE - REMOVE & DISPOSE, 2-4.9"	39	LF
1050-16-004	UTILITY PIPE - REMOVE & DISPOSE, 8-19.9"	25	LF
1050-31-201	UTILITY PIPE- PVC, F&I, WATER, 1" (FOR WATER METER)	31	LF
1050-31-202	UTILITY PIPE- PVC, F&I, WATER, 2" (FOR WATER METER)	16	LF
1050-31-204	4" UTILITY PIPE - PVC, F&I, (FOR SANITARY CLEANOUT)	31	LF
1050-31-206	6" UTILITY PIPE - PVC, F&I	52	LF
1050 51-216	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 16"	30	LF
1055-51-208	UTILITY FITTINGS FOR DI/CI PIPE, F&I, TEE, 8" [8"X6"]	1	EA
1055-51-116	UTILITY FITTINGS FOR DI/CI PIPE, F&I, ELBOW, 16"	4	EA
1080-21-104	UTILITY FIXTURE, VALVE/METER BOX, FURNISH & INSTALL, 4" (SANITARY CLEANOUT)	2	EA
1080-21-400	UTILITY FIXTURE - WATER METER, RELOCATE	2	EA
1080-22-400	UTILITY FIXTURE-BACKFLOW PREVENTER, RELOCATE	1	EA
1080-23-106	UTILITY FIXTURE- TAPPING SADDLE/SLEEVE, F&I, 6" (WATER INSERTION VALVE)	1	EA
1080-24-500	UTILITY FIXTURE- VALVE ASSEMBLY (WATER VALVE), ADJUST	24	EA
1080-24-106	UTILITY FIXTURE- VALVE ASSEMBLY (WATER VALVE), F&I, 6"	1	EA
1080-26-600	UTILITY FIXTURE- VAC/AIR ASSEMBLY (SANITARY CLEANOUT), REMOVE	2	EA
1080-27-116	UTILITY FIXTURE- LINESSTOP ASSEMBLY, 16", INCLUDING NECESSARY RESTRAINTS AND THRUST BL	2	EA
1080-29-116	UTILITY FIXTURE- MECHANICAL JOINT RESTRAINT (SLEEVE ADAPTERS), F&I, 16"	2	EA

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: March 29, 2022

DEPARTMENT: Electric Utility

TITLE:

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

SUMMARY:

An Amendment to the Agreement with Paymentus Corporation was previously approved by the City Commission in order to change the responsibility for payment of transaction fees using the Paymentus portal from an Absorbed Fee Model (under which fees are paid by the City) to a Convenience Fee Model (under which fees are paid by the customer). Under the Agreement the maximum transaction amount per transaction made using the Paymentus portal is currently \$500.00. The proposed Amendment #4 raises the maximum transaction amount to \$1,000.00 for all payment methods using the Paymentus payment portal, except electronic check payments, which would now have a \$20,000.00 maximum transaction amount.

BACKGROUND AND JUSTIFICATION:

The City's Utility Customer Service department provide various methods for payment of utility bills by customers, among them is the Paymentus Corporation ("Paymentus") on-line web portal for processing of electronic bill payments for City utility services. Customers' use of the Paymentus payment portal is provided for under a Master Services Agreement between City and Paymentus previously negotiated and dated September 4th, 2018. City services paid for by customers electing to use the Paymentus portal include utility services such as electric, water, sewer, and refuse charges.

Under the current agreement with Paymentus, customers are charged a Convenience Fee of \$3.75 per \$500 of transaction value when making a payment using any of the payment methods found on the portal including but not limited to Credit Card, Debit Card, E-Check, PayPal, Amazon Pay, Venmo and all other future offerings introduced by the vendor. The \$500 transaction limit has resulted in numerous complaints from customers prompting Staff to encourage Paymentus to amend the agreement, which Paymentus has subsequently offered to do.

The proposed Amendment #4 to the Paymentus Agreement maintains the \$3.75 Convenience Fee but raises the applicable transaction amount for customer utility payments made using the Paymentus Payment Portal from \$500 to \$1,000 and to \$20,000 for ACH/eCheck. The \$3.75 Convenience Fee is paid directly to Paymentus by the customer, there are no revenues to the City derived from the customers' payments of Convenience Fees.

Customers still have options to pay their Lake Worth Beach utility bills without incurring the Paymentus Convenience Fee such as: mailing a check, check drop off using night depository drop box for check or money orders, or by enrolling in City's ACH Auto Draft method of payment. In addition, customers who enroll in ACH Auto Draft and elect paperless billing are eligible to receive a one-item \$25 credit on their utility bill.

Customers desirous of paying with cash are able to do so at any CVS, 7-Eleven, Family Dollar, and Walmart retail locations nationwide for a fee of \$1.99 per \$1,000 transaction. There are no revenues to the City derived from the \$1.99 fee charged by retailers.

MOTION:

Move to approve/disapprove Amendment#4 to the Paymentus Agreement.

ATTACHMENT(S):

Fiscal Impact Analysis N/A
Amendment #4

AMENDMENT NO. 4 TO MASTER SERVICES AGREEMENT EFFECTIVE SEPTEMBER 4, 2018

This Amendment No. No. 4 (“Amendment No. 4”) amends the Master Services Agreement effective as of September 4, 2018 (“Effective Date”) which was modified by Amendment 1 effective date November 20, 2018, Amendment 2 effective date August 4, 2021, and Amendment 3 effective date January 17, 2022 (collectively the “Agreement”) between City of Lake Worth Beach (“Client”) with a principal place of business located 7 North Dixie Highway, Lake Worth Beach, FL 33460 and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Parkway, Suite 400, Charlotte, North Carolina 28277 (“Paymentus”). Customer and Paymentus are also referred to as “Party” and collectively as the “Parties.” This Amendment No. 4 is effective at the time of the last to sign of the Parties.

STATEMENT OF PURPOSE

Customer and Paymentus entered into the Agreement for electronic bill payment services;

The Parties currently desire to amend the Agreement to replace Schedule A with the Schedule A in this Agreement.

AGREEMENT

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Paymentus agree as follows:

1. Amendment. The Agreement is hereby amended as of the Effective Date of this Amendment No. 4 as follows:

1.1 The existing Schedule A (Paymentus Service Fee Schedule) of the Agreement is hereby deleted and the new Schedule A attached here is substituted in lieu thereof.

1.2 The parties currently desire to amend Schedule A of the Agreement to increase the maximum payment amount for Utility payments as follows:

Maximum payment amount for ACH/eCheck is increased to \$20,000 dollars

Maximum payment amount for all other payment methods is increased to \$1,000.

2. Miscellaneous:

2.1 This Amendment No. 4 is binding and inures to the benefit of the Parties and their respective successors and assigns.

2.2 All other terms and conditions of the Agreement not modified by this Amendment No. 4 remain in full force and effect.

2.3 This Amendment No. 4 may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be executed by their duly authorized representatives.

CITY OF LAKE WORTH BEACH

By: _____

Printed Name: Betty Resch

Title: Mayor

Date: _____

PAYMENTUS CORPORATION

By: _____

Printed Name: Peter Fanous

Title: Senior Vice President

Date: March 14, 2022

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

**SCHEDULE A – PAYMENTUS FEE SCHEDULE
 TO THE MASTER SERVICES AGREEMENT
 BETWEEN [CLIENT] AND PAYMENTUS**

The Services will initially consist of those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee	Check if User Paid Fee
<input checked="" type="checkbox"/>	Utility – Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Amazon Pay	\$3.75	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Utility - Direct Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH/e-check	\$3.75	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Utility - Direct Payments (Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit	\$1.68	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Utility - Direct Payments (Agent Assisted)	Ebill Presentment and Customer Engagement	ACH/e-Check	\$0.65	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Utility - Direct Payments (Agent Assisted Non-Qualified)	Ebill Presentment and Customer Engagement	Credit, Debit	2.65%	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Non-Utility - Direct Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit, e-Check/ACH and All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Amazon Pay	2.65%	<input checked="" type="checkbox"/>

Note: Average Bill Amount \$189.00. Maximum Payment Amount Utility Payment (credit/debit) is \$1,000.00. Multiple payments may be made.

Maximum Payment Amount Utility Payment (ACH/eCheck) is \$20,000.00.

Maximum Amount per Non-Utility Payment is \$900.00. Multiple payments may be made.

Chargebacks and returned checks will be billed at \$5.95 per item.

Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: March 29, 2022

DEPARTMENT: Water Utilities

TITLE:

Task Order 8 with Kimley-Horn and Associates, Inc. for the Lake Worth Beach Watermain Directional Drill Project

SUMMARY:

Task Order 8 with Kimley-Horn authorizes the engineering design and limited permitting services for the Lake Worth Beach Watermain Directional Drill project in the amount of \$167,673.

BACKGROUND AND JUSTIFICATION:

The City Water and Electric departments are working together to design a new watermain and a new electrical feed installed via horizontal directional drilling across and under the Intracoastal Waterway. Currently no watermain exists, but the new main could serve the Lake Worth Beach Casino property and potentially surrounding municipalities with potable water from the City. The electric power service would replace the existing old conduits and connect the Lake Worth Beach Casino property to the main power grid and provide reliability and opportunity for expanded future service. Kimley-Horn will provide the watermain design, specifications, permitting and bid documents, as well as pullback calculations for all mains to be installed. As a separate item, Powers Engineers will provide similar components for the electrical design. The survey and geotechnical work will be shared for the design, providing economies of scale and come forward at a later date to commission for approval.

MOTION:

Move to approve/disapprove Task Order 8 with Kimley-Horn and Associates, Inc. to provide engineering design and limited permitting services for the Lake Worth Beach Watermain Directional Drill project in the amount of \$167,673.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order 8

EXHIBIT "A"

TASK ORDER _8__

**PROFESSIONAL CONSULTING SERVICES
FOR**

Lake Worth Beach Watermain Directional Drill

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ___ day of _____, 2022, between the City of Lake Worth Beach, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and Kimley-Horn and Associates, Inc., a corporation authorized to do business in the State of Florida, whose local business address is 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411 ("Consultant" hereafter).

1.0 Project Description

The City has an existing 16-in forcemain and two (2) existing electrical cables that are installed beneath the Intracoastal Waterway between Bryant Park and Barton Park south of the Lake Avenue Bridge. As part of a recent feasibility study that was prepared for the City, it was recommended that a new electrical cable and conduit be installed via horizontal directional drilling (HDD) to replace the existing submarine electrical cables. The City has also identified a need to construct a new 12-in subaqueous watermain via HDD in the same vicinity of the proposed electrical cable. It is understood that the City has retained Power Engineers, Inc. (Power) to design and permit the electrical improvements and that Power will perform most of the required permitting for the watermain as part of their scope of work. It is also understood that the City will directly employ the services of a surveyor, geotechnical engineer, and subsurface utility locator to provide information that will be suitable for the design of the watermain improvements.

The City has requested that Kimley-Horn and Associates, Inc. prepare a scope of services for the design and limited permitting services for a proposed subaqueous 16-in watermain. Based on this understanding, the following scope of services will be performed by the Consultant.

2.0 Scope of Work

TASK 1 – DATA COLLECTION AND CONCEPTUAL DESIGN

The Consultant will attend up to one (1) kick off meeting with the City and Power to kick off the project, establish project goals, and discuss the design criteria.

The Consultant will perform data collection for the project area. We will coordinate with the City and franchise utility owners to collect available information regarding the existing underground infrastructure.

The Consultant will develop a conceptual layout of the proposed watermain on an aerial with Palm Beach County GIS data identifying property boundaries. The conceptual design sketches will show the proposed layout of the improvements in plan view only. The conceptual design will address connection points, open cut and horizontal directional drill (HDD) locations.

The Consultant will meet with the City and Power to review the conceptual drawings and will revise the conceptual drawings up to one (1) time based on comments received during the meeting.

It is understood that the City will employ the services of a professional surveyor to provide a survey and easement sketches that can be used for the design and permitting of the proposed watermain. It is anticipated that multiple easements for submerged land use will be required by the Florida Department of Environmental Protection (FDEP) and/or United States Army Corps of Engineers (USACE) for the Intracoastal crossing. The Consultant will provide a sketch to the City showing the limits of survey and easements needed for design and permitting of the proposed watermain. It is assumed that the survey that will be provided by the City's survey consultant will be a topographic/bathymetric right-of-way survey that can be used develop project base maps/plan sheets at 1"=40' scale. It is further assumed that it will include bathymetry information sufficient for the required easements, right-of-way lines and surface features where applicable as well as topographic information, stationed baseline, benchmarks, and/or cross-section elevations.

It is understood that the City will employ the services of a subsurface utility consultant to obtain 15 soft dig utility locations for known underground utilities in the project corridor. This information will be used to develop the project base map of existing utilities to assist in the horizontal and vertical design of the proposed utilities. The Consultant will provide a sketch to the City identifying the requested utilities to be located.

It is understood that the City will employ the services of a geotechnical consultant to perform a geotechnical analysis that will identify the characteristics of the geology in the project area including the amount of flocculent material or "muck" that exists on the bottom and other geotechnical information which will be used for the HDD design and referenced by the driller during the drilling process. It is assumed that the soil borings will be provided in areas where the directional drilling will occur and will be at a sufficient depth to be useful during the design and construction of the proposed watermain improvements. The Consultant will provide a sketch to the City identifying the requested areas to have borings performed and review the provided soil boring information.

TASK 2 FINAL DESIGN/CONSTRUCTION DOCUMENTS

During this task, the Consultant will perform the following services:

- Visit the site up to two (2) times to gather information as it pertains to the observable existing conditions and utilities and to identify opportunities and constraints that may affect the design of the improvements.
- Coordinate and conduct one (1) utility coordination meeting with affected utility owners along the project corridor.

- Prepare preliminary pullback and service life calculations to identify recommended pipe thickness and material specifications.
- Develop a basemap for the project corridor that combines the survey, soft dig, and record drawing information that is obtained, and will serve as the base for the construction drawings.
- Coordinate with Power to obtain the alignment of the proposed electrical design and include on the base map.
- Prepare the following constructions plans for the watermain improvements. The plans will be suitable for permitting and construction and will contain the following information:
 - Cover Sheet
 - General Notes (1 sheet)
 - Overall Site Plan (1 sheet)
 - Upland Utility Plan and Profile Sheets (2 sheets, 1" = 20' full size)
 - Watermain Utility Boring Plan and Profile (3 sheets at 1" = 50' full size)
 - City of Lake Worth Beach Standard Utility Details (4 sheets)
 - Construction/Connection Details (4 sheets)
- Prepare technical specifications. It is understood that the City's standard specifications will be used for this project. Supplemental specifications will be prepared to supplement the City's standard specifications.
- Submit plans and specifications for review at the 60%, 90%, and completion stages.
- Meet with the City and Power to review comments and accommodate reasonable requests for revisions after the 60% and 90% completion submittals. Plans will also be provided to the franchise utilities at these stages for coordination purposes. Final plans will be prepared after receipt of the City comments from the 90% completion stage.
- Prepare and submit an Opinion of Probable Construction Cost (OPC) at the 60%, 90% and final completion stages .
- Provide up to two (2) hard copies of signed & sealed drawings and specifications, and electronic (pdf and CADD) files of the final drawings.

This scope of services does not include performing hydraulic modeling for this project. It is understood that the City has retained another consultant to perform hydraulic modeling to size the proposed watermain. This information will be provided by the City and included as part of the permit application to the Palm Beach County Health Department.

TASK 3 – PERMITTING ASSISTANCE

The Consultant will prepare and submit the following permit application for the watermain installation.

- Palm Beach County Health Department (PBCHD) Drinking Water Distribution System Permit – A Florida Department of Environmental Protection General Permit for Construction of Watermain Extensions for PWSs will be required for the improvements. The Consultant will submit the permit application to the Palm Beach County Health Department. The City will be listed on the application as the permittee and owner upon

completion of the project. Consultant will respond to one (1) request for additional information (RAI) from the Palm Beach County Health Department. The \$650 permit application fee is included in this task.

It is understood that Power and/or their subconsultants will prepare and submit the following permit applications for the watermain installation as part of permitting the electrical conduit and that they will also perform any environmental services required for this permitting:

- FDEP Environmental Resource Permit (ERP)
- Sovereign Submerged Lands easement application
- USACE Individual Permit/Section 408 Review
- Additional agency coordination for waterway crossings
- Florida Department of Transportation (FDOT) Utility Permit

A description of the services that the Consultant will provide to assist Power with preparing the above referenced permit applications is as follows:

FDEP ERP, USACE and FDOT Permit Applications

Our services for the FDEP, USACE and FDOT permit applications will consist of the following work elements:

- The Consultant will prepare or assemble the following items to be submitted by Power as part of their FDEP and/or USACE permit submittals:
 - The Consultant will provide permit sketches and details for the HDD portions of the watermain to include information required for the FDEP/USACE permit submittal. The drawings are required to be contained in the permit application packages for these permits.
 - The Consultant will prepare a watermain-specific narrative for the watermain design that will address the purpose of the project, the reasoning behind the chosen particular route, and outline benefits of the project which are in the best interest of the public. It is assumed that Power will incorporate this language into the project purpose narrative being prepared for the permit submittal.
 - The Consultant will prepare information on the anticipated construction/installation methodology for the watermain crossing. This description will include the general type of equipment to be used, and the area of operation that will be required for the watermain directional drilling operation.
- Once the applications are submitted, the Consultant will assist Power with responding to reasonable review comments specific to the watermain design for to up to one (1) Request for Additional Information (RAI). Any additional RAIs will be considered additional services.

Any significant plan revisions caused by changing agency criteria after our initial design is reviewed with each appropriate agency and similar factors outside of the Consultants control, additional meetings, and/or additional coordination with be considered Additional Services.

ADDITIONAL SERVICES

The Consultant believes the proposed scope of services to be generally inclusive of the required tasks. However, the Consultant will provide additional services at the request of the City and upon receipt of written authorization to proceed. The Consultant will also provide additional services that arise due to unforeseen circumstances with prior written authorization from the City. Additional services that we can perform upon request of the City include, but are not limited to, the following:

- Bidding and Construction Phase Services
- Meeting attendance not specifically referenced in the above scope of services.
- Additional permitting not specifically referenced in the above scope of services
- Environmental studies
- Coordination/Permitting for Wetland Mitigation
- Survey services including sketch and legal description development
- Hydraulic Modeling
- Public Involvement meetings
- Commission Meeting Representation
- Response to Agency RAI's beyond what is included in the Scope of Services

3.0 Schedule

Kimley-Horn will begin work upon receiving notice to proceed from the City. We propose the following schedule:

Task 1 – Data Collection and Conceptual Design

- | | |
|--|-------------|
| ○ Prepare conceptual drawing of HDD corridor | 6 – 8 weeks |
| ○ 3 weeks of City review time | |
| ○ Revise conceptual drawing/
provide sketch for survey limits | 3 – 4 weeks |

Task 2 – Construction Documents

- | | |
|--|--------------|
| ○ 60% (upon receipt of project survey) | 8 – 10 weeks |
| ○ 3 weeks of City review time for 60% plans | |
| ○ 90% (upon receipt of City's 60% comments) | 8 – 10 weeks |
| ○ 3 weeks of City review time for 90% plans | |
| ○ 100% (upon receipt of City's 90% comments) | 6 – 8 weeks |

The permit application and information in Task 3 will be submitted concurrently with preparation of the 100% plans.

4.0 Compensation

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

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

Task 1 – Data Collection and Conceptual Design	\$24,027
Task 2 – Final Design/Construction Documents	\$123,118
Task 3 – Permitting Assistance	\$20,128
<u>Expenses</u>	<u>\$400</u>
Total	\$167,673

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as described in the Scope of Work. One (1) project kick-off meeting and three (3) design review meetings are included in this Task Order.

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 Consultant Services between the City of Lake Worth and the Consultant, Kimley-Horn and Associates, Inc. dated July 1, 2014 (“Agreement” hereafter).

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: **Kimley-Horn and Associates, Inc.**

By: 

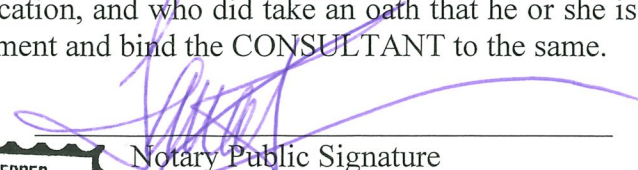
[Corporate Seal]

Print Name: Kevin Schanen

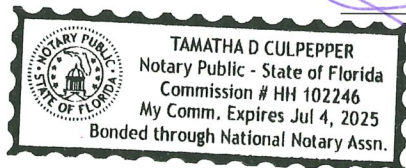
Title: Sr. Vice President

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 3rd day of March 2022, by Kevin Schanen, as the Senior Vice President [title] of **Kimley-Horn and Associates, Inc.**, a Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.


Notary Public Signature

Notary Seal:



EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: March 29, 2022

DEPARTMENT: Electric Utility

TITLE:

Task Order No. 6 with Power Engineers, Inc. to complete engineering design and permitting for the Intercoastal Waterway distribution crossing

SUMMARY:

Task Order No. 6 authorizes Power Engineers Inc. to complete engineering design and permitting for a new subaqueous distribution line from the main-land to the Beach Complex crossing the Intercoastal Waterway (ICW) at a cost not to exceed \$216,553. 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. Power Engineers Inc., was one of three firms selected under the Energy Management category for the Continuing Contracts for Professional Services.

On March 16th, 2021 the City Commission approved Task Order No. 4 with Power Engineers to complete a feasibility study, environmental assessment and conceptual design for the ICW distribution line crossing serving the Beach Complex. The conceptual study was completed and draft submitted for review.

Task Order No 6. authorizes Power Engineers Inc. to complete the engineering design, environmental reports and permitting packages to construct the new ICW crossing serving the Beach Complex. The current plan is to install a new underground submersible cable crossing the ICW to the Beach Complex. The final design will incorporate information obtained during the feasibility study to complete the design and permitting packages. The duration of the design and permitting efforts are anticipated to be completed in 18 months at a cost not to exceed \$216,553

MOTION:

Move to approve/disapprove Task Order No. 6 to Power Engineers, Inc., to complete engineering design, environmental reports and permitting packages to construct the new ICW crossing serving the Beach Complex in the amount not to exceed \$216,553.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order No. 6

TASK ORDER NO. 06

Design Services – Intercoastal Waterway Distribution Crossing Design

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 **Power Engineers, 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: **Complete engineering design and permitting for a new submersible cable crossing the Intercoastal Waterway** (the "Project"). The Project is described in the consultant's proposal, dated March 11th, 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 **540** calendar days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a time and expense, not to exceed amount, of **\$216,553.00**. The attached proposal identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Ivette Sanchez, phone: 407-341-6907; email: ivette.sanchez@powereng.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 Limitation of Liability

The City agrees to limit CONSULTANT's liability, to the City and to those under contract with the City to perform the work under the scope of the Project, for insurable events arising from the CONSULTANT's performance under this Task Order to One Million Dollars (\$1,000,000.00). Except for the CONSULTANT's agreement and obligation to indemnify and hold harmless under the Agreement, the CONSULTANT's liability for non-insurable events including breach of contract shall not exceed \$216,553 under the proposed Task Order for this project.

8.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated **May 1st, 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order 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:

Power Engineers Inc.

By: Alan Sowell  Alan Sowell, PMP
VP, Project Management
POWER Engineers, Inc.
2022.03.11 15:28:55-05'00'

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF Florida)
COUNTY OF Orange)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 11 day of March 2022, by Alan Sowell, as the VP Project Management [title] of **Power Engineers 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



Betty Resch
Notary Public Signature

EXHIBIT "1"
(Consultants Proposal)



POWER ENGINEERS, INC.
1060 MAITLAND CENTER COMMONS
SUITE 110
ORLANDO, FL 32751 USA

PHONE 207-869-1200
FAX 207-869-1299

March 11, 2022

Paul Nicholas
Engineering Manager - Special Projects
City of Lake Worth Beach
1900 2nd Avenue North
Lake Worth Beach, FL 33461

Subject: Detailed Design and Engineering Proposal: Intracoastal Waterway Crossing Project

Dear Mr. Nicholas:

We are pleased to provide you with our proposal to City of Lake Worth Beach (CLWB) to provide design and engineering services to install a new underground 26kV circuit via Horizontal Directional Drilling (HDD) across the Intracoastal Waterway (ICWW). POWER Engineers, Inc. (POWER) is well positioned to provide engineering and design services for this project. POWER will also provide CLWB the required support to acquire the necessary permits to complete the project.

POWER's proposed pricing for this project is outlined in tabular form later in this proposal. Pricing provided is predicated on a time and materials approach in accordance with POWER's Professional Services Agreement with the City of Lake Worth Beach for Energy Management and Engineering Services (RFQ No. 18-303).

If you have any questions, please contact me at 407-341-6907. Our team is available to meet with you anytime to discuss our approach and proposal in detail. Thank you once again for this opportunity to work with City of Lake Worth Beach.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ivette Sanchez".

Ivette Sanchez, PMP
Project Manager

PROJECT DESCRIPTION

Provide engineering and design services for the following:

Distribution Engineering:

On West Side - Bryant Park

- Design conduit structure from crossing to proposed Automatic Transfer Switch (ATS) Location.
- Extend two conduit runs from ATS location to location determined by CLWB to tie in existing and new feeder.

On the East Side - Barton Park

- Design distribution system, conduit and cable, from crossing to new and existing underground equipment.
- Design conduit system to prepare the area for the planned upgrades to 23 kV.
- Design two riser poles to tie in existing 4 kV feeders to new equipment.

Transmission Underground Engineering:

- Detailed design of the underground line alignment, including setup required for construction of the HDD's.
- Support to CLWB's contractors for the geotechnical and survey field activities.
- Cable pulling calculations.
- Preparation of plan and profiles.
- Preparation of additional construction drawings. (trench cross sections, bonding one-lines, etc.)
- Preparation of HDD/civil specifications.
- Contractor bid support.

Environmental and Non-Environmental Permitting

- Provide CLWB the required support to acquire the necessary permits to complete the project.
- Contact the applicable federal/state/county/city government agency to determine the required permits for the project if needed.
- Collect or develop the necessary support information, complete the permit application, and submit to the appropriate agency.

POWER'S WORK PLAN FOR THIS PROJECT

This section presents our work plan prepared specifically for your project. Our work plan does the following:

- Defines the scope of work so you know exactly what we intend to do.
- Lists the deliverables that you will receive.
- Identifies your key project concerns and our proposed solutions.
- Serves as a ready-made project control system when the project begins.
- Becomes the foundation for project scheduling and budgeting throughout the project life.

A BASIS FOR PROJECT REPORTING

With this work plan, we can track tasks, subtasks and deliverables throughout the life of the project. Project status reports and project review checklists assist us in communicating and coordinating internally throughout the project.

CLWB AND POWER REVIEW

We invite you to review and revise this document with us before the project starts. This joint review will provide optimum coordination among all involved parties as the project progresses.

TASK OUTLINE

Task 0 Project Management

Subtask 0.1 Project Supervision and Control

Task 1 Distribution Pre-Design Activities

Subtask 1.1 Design Criteria

1.2 Site Visit

Task 2 Distribution Overhead Line Design (Make Ready)

Subtask 2.1 Pre-Design

2.2 PoleForeman

2.3 Design

Task 3 Distribution Underground Design

Subtask 3.1 Pre-Design

3.2 Design

3.3 Pull Calculations

Task 4 Permitting Activities

Subtask 4.1 Permit Applications Support

Task 5 Material Procurement

Subtask 5.1 Material List

Task 6 Construction Drawings

Subtask 6.1 Plan Drawings

6.2 Plan and Profile Drawings

6.3 Project Status Meetings

Task 7 Quality Assurance

Subtask 7.1 Quality Assurance

Task 8 Construction Activities

Subtask 8.1 Issued for Construction Documents

8.2 Pre-Construction Meeting

8.3 Engineering Support During Construction

Task 9 Post-Construction Activities

Subtask 9.1 Record Drawings

Task 10 Pre-Design Activities

Subtask 10.1 Design Criteria

10.2 Site Visit

Task 11 Field Activities

Subtask 11.1 Line Survey

11.2 Geotechnical Evaluation

11.3 Thermal Evaluation

Task 12 Construction Drawings

Subtask 12.1 Plan and Profile Drawings

12.2 Trenchless Technology Design

12.3 Design Documentation

12.4 Permit Applications Support

12.5 Construction Drawings

12.6 Project Status Meetings

Task 13 Pre-Construction Activities

Subtask 13.1 Material/Construction Bid Package

Task 14 Construction Activities

Subtask 14.1 Issued for Construction Documents

14.2 Pre-Construction Meeting

14.3 Engineering Support During Construction

Task 15 Post-Construction Activities

Subtask 15.1 Record Drawings

Task 16 Environmental and Non-Environmental Permitting

Subtask 16.1 Environmental Permits

16.2 Road/Non-Environmental Permits

16.3 Project Status Meetings

TASK 0

PROJECT MANAGEMENT

Objective(s):

- To manage POWER's scope of services per City of Lake Worth Beach (CLWB)'s expectations and POWER's procedures.
- To coordinate with CLWB and to direct the smooth flow of project communications.
- To manage the work plan, schedule, and budgets for on-time completion of the project within approved parameters.

Prerequisite(s):

- Purchase Order (P.O.)
- Notice to Proceed

SUBTASK 0.1 PROJECT SUPERVISION AND CONTROL

Responsibility: POWER

Deliverable(s):

- Supervision Management
- Engineering Coordination and Bi-Weekly calls with CLWB

Communicate, supervise and coordinate project participants (within POWER's purview) to complete all tasks and activities as outlined in the approved scope of work. Establish and maintain with CLWB the project schedule for engineering related tasks. Track deliverables progress and completion relative to schedule. Monitor the work and budget and document work scope variances, if there are any, for CLWB's review. Prepare a Monthly Status Report to be attached to the Monthly Invoice which will summarize the status of deliverables, schedule and cost. Summarize the work performed in the reported billing period as well as work expected to be performed in the next billing period. Address problems, risks, trends and/or delays and the actions being taken to bring those areas back on schedule or budget.

Direct and coordinate POWER's project team with emphasis on:

- Compliance with CLWB's stated procedures and standards.
- Adherence to budget, scope, and schedule.
- Compliance with the Project Procedures and Design Criteria.
- Adherence to POWER's Quality Control and Quality Assurance procedures.

Assumption(s):

- Project duration of 18 months from P.O. Receipt.
- Project status meetings included in this subtask will address engineering time on biweekly project status meetings with CLWB and internal bi-weekly green sheet meetings.
- Meeting agendas and notes will be prepared to run meetings effectively.

TASK 1

DISTRIBUTION PRE-DESIGN ACTIVITIES

Objective(s):

- To identify, define, and secure City of Lake Worth Beach approval of the parameters necessary to proceed with the line design for the project.

Prerequisite(s):

- Notice to Proceed

SUBTASK 1.1 DESIGN CRITERIA

Responsibility: POWER

Deliverable(s):

- Design Criteria

Review the information from the project initiation meeting, ICWW Feasibility Study Report and data acquisition. Compile and issue the project conceptual for City of Lake Worth Beach review, revision, and approval. Summarize the proposed final design procedures and criteria including the proposed applicable design standards.

Ensure that the scope and content of the Design Criteria, as approved by City of Lake Worth Beach, serves as the basis for the detailed design engineering. Maintain and update the Design Criteria, during the life of the project.

Assumption(s):

- POWER will incorporate City of Lake Worth Beach's standards wherever possible.
- POWER will incorporate findings of the Intracoastal Waterway (ICWW) Feasibility Study Report issued on August 12, 2021.

SUBTASK 1.2 SITE VISIT

Responsibility: City of Lake Worth Beach/POWER

Deliverable(s):

- Meeting Notes

Review the maps or drawings for overhead and underground electric provided by City of Lake Worth Beach. POWER will note existing telephone and other communications, water, sewer, gas and storm drains during the site visit to determine any possible conflicts.

Use data obtained from the facilities maps during design to select and review routes/locations for line design to minimize possible interference between new, existing and future utilities.

ASSUMPTION(S):

- Preliminary Scope has been approved.
- Right-of-Entry has been granted.

TASK 2

DISTRIBUTION OVERHEAD LINE DESIGN (MAKE READY)

Objective(s):

- To determine the height, location, and type of structures and prepare plan drawings.
- To compile the constraining factors that determine the final line design and use this information to establish the final configurations to suit the specific requirements for the line.
- To prepare and document the design.

Prerequisite(s):

- Design Criteria
- Site Visit
- Overhead Construction Standards

SUBTASK 2.1 PRE-DESIGN

Responsibility: City of Lake Worth Beach/POWER

Deliverable(s):

- Schedule of deliverables

Following the site visit and meeting with the City of Lake Worth Beach to discuss standards, a schedule will be created. The schedule will include the delivery of design standards and will be broken out by month.

Assumption(s):

- Construction estimate will be created based on POWER's standard estimating spreadsheet unless City of Lake Worth Beach has an internal tool.

SUBTASK 2.2 POLEFOREMAN

Responsibility: POWER

Deliverable(s):

- PoleForeman Results for all distribution poles (pdf and pole foreman .pft files)

Input material specifications into PoleForeman for all relevant material, including:

- | | |
|------------------|----------------|
| • Insulators | • Guys |
| • Concrete Poles | • Anchors |
| • Wood Poles | • Reclosers |
| • Conductor | • Transformers |

Design structures to the loading conditions identified in the Design Criteria. Reference standards and use PoleForeman client file for design and loading.

Assumption(s):

- PoleForeman will be run on all distribution poles.

- Budget is based on 2 (two) poles. Additional work will be billed on a time-and-expense basis.
- City of Lake Worth Beach to provide all known material specifications and preferred vendor information (conductor, transformers, reclosers, disconnects and pole information).
- City of Lake Worth Beach to provide specifications and vendor preferences for all other material.

SUBTASK 2.3 DESIGN

Responsibility: POWER

Deliverable(s):

- Pole Class, Pole Height, Equipment Size, Design, and Specification

Design structures to the loading conditions identified in the Design Criteria. Reference City of Lake Worth Beach standards and use PoleForeman results to assist in design.

Determine and select the location and sizing for each required component (guys, anchors, insulators, line hardware, risers, cap banks, etc.) or member in conformance with applicable codes and design constraints.

Design will involve hardening the circuit and consist of:

- Structural analysis on all midspan poles. Any failing pole will be replaced.
- Replacing any damaged poles, insulators, braces, etc. discovered during the site visit.
- Replacing out of standard insulators with 35kV polymer insulators.
- Updating lightning protection and grounding to meet updated standards.
- Replace Underground riser facilities.
- Replace Overhead equipment per City of Lake Worth Beach's standards.

Assumption(s):

- City of Lake Worth Beach will provide any as built information of existing underground facilities.
- Conductor size will be provided by City of Lake Worth Beach.
- Budget is based on 2 (two) poles. Additional work will be billed on a time-and-expense basis.

TASK 3 DISTRIBUTION UNDERGROUND DESIGN

Objective(s):

- To determine the location of duct, splice boxes, type of cable and prepare plan & profile drawings.
- To compile the constraining factors that determine the final underground design, and use this information to establish the final structure, cable and foundation configurations to suit the specific requirements for the circuit.
- To prepare and document the design for the cable, splice boxes and terminations.
- Develop a phased plan with CLWB to coordinate relocation of overhead lines prior to station construction. Plan will entail the design and coordination to temporarily relocate existing facilities prior construction and leverage for final layout design.

Prerequisite(s):

- Design Criteria
- Site Visit
- Underground Construction Standards
- Topographical Survey
- Utility location survey (GPR Preferred) to show all underground utilities in the area

SUBTASK 3.1 PRE-DESIGN

Responsibility: City of Lake Worth Beach/POWER

DELIVERABLE(S):

- Schedule of deliverables

Following the site visit and meeting with the City of Lake Worth Beach to discuss standards, a schedule will be created. The schedule will include the delivery of design standards and will be broken out by month.

ASSUMPTION(S):

- Construction estimate will be created based on POWER's standard estimating spreadsheet unless City of Lake Worth Beach has an internal tool.

SUBTASK 3.2 DESIGN

Responsibility: POWER

Deliverable(s):

- Splice Box/Manholes Locations, Switch Locations, Equipment Size, Design, and Specification

Design underground circuit per conditions identified in the Design Criteria. Reference City of Lake Worth Beach standards and use survey results to assist in design.

Determine and select the location and sizing for each required component member in conformance with applicable codes and design constraints.

Design will involve creating underground circuit and consist of:

- Install new Underground riser facilities.
- Install Underground equipment per City of Lake Worth Beach's standards.

Assumption(s):

- City of Lake Worth Beach will provide any as built information of existing underground facilities.
- Cable size will be provided by City of Lake Worth Beach.
- Budget is based on ATS location, conduit and cable from the bore exit to the ATS on the west side, transformer, splice box, one new switch, cable and conduit to tie into existing equipment on the East (beach) side. Additional work will be billed on a time-and-expense basis.

SUBTASK 3.3 PULL CALCULATIONS

Responsibility: City of Lake Worth Beach/POWER

Deliverable(s):

- Pull Calculations

Review the design criteria and gather details to design the conduit/cable route for the new underground design.

Identify terminations locations and configurations. Consider the type of conduits, size of conduit, cable size, cable type and location of primary feed.

Provide engineering calculations related to conduit and cable sizing and prepare preliminary drawings to document design.

Assumption(s):

- City of Lake Worth Beach approved conduit, cable size and standard design will be used for sizing and locating.
- City of Lake Worth Beach to provide specifications on cable limitations.

TASK 4 PERMITTING ACTIVITIES

Objective(s):

- To identify other agencies or utilities that may be affected by the proposed project.
- Provide design/construction drawings to include in permitting applications packages.
- Work with POWER Environmental Team to secure permits required for the proposed project.

Prerequisite(s):

- Site Visit
- Notice to Proceed

SUBTASK 4.1 PERMITS APPLICATIONS SUPPORT

Responsibility: City of Lake Worth Beach/POWER

Review project and determine what road and environmental permits are required. Coordinate with the POWER Environmental team.

Assumption(s):

- Construction prints will be used for permit application packages. Two (2) permit applications packages are included in the work plan. If additional permit drawings are needed, they will be performed on a time-and-expense basis.
- Construction permits required by state and local agencies for access off highways, driveway permits, traffic control, de-watering, burning, etc., will be prepared, submitted and acquired by City of Lake Worth's construction contractor.

TASK 5

MATERIAL PROCUREMENT

Objective(s):

- To develop items required for the procurement phase of the project.

Prerequisite(s):

- Overhead Construction Standards
- Underground Construction Standards
- Line Design
- Underground Design

SUBTASK 5.1 MATERIAL LIST

Responsibility: City of Lake Worth Beach/POWER

Deliverable(s):

- Overall Material List
- Material List by Location

Using City of Lake Worth Beach master material list from previous projects, a material list will be created for all locations. A total material list will include an appropriate multiplier to cover loss and breakage.

Assumption(s):

- City of Lake Worth Beach is responsible for selecting vendor and ordering all material.
- City of Lake Worth Beach will provide their most up to date master material list.
- Technical specifications will not be required for purchase of miscellaneous material.
- Technical material specifications, if required, will be performed on a time-and-expense basis.
- For any needed material not on the City of Lake Worth Beach's master list, Lake Worth Beach will be responsible to select a vendor and part number.
- City of Lake Worth Beach will provide commercial conditions, solicit bids, and award contract for materials.

TASK 6

CONSTRUCTION DRAWINGS

Objective(s):

- To generate the drawings required during the construction phase of the project.

Prerequisite(s):

- Line Design
- Underground Design

SUBTASK 6.1 PLAN DRAWINGS

Responsibility: POWER

Deliverable(s):

- Plan Drawings (PDF and CAD files)

Prepare final Plan Drawings at one inch equal to forty feet (1"=40') unless otherwise specified by City of Lake Worth Beach. Profile drawings will only be created in critical areas. Depict information required for bidding, construction, and recording of the line including the following as applicable:

- Crossings
- Cable Phasing
- Transmission Locations
- Right of Way Boundaries
- Environmental Areas
- Termination Structures

Assumption(s):

- Planimetric and land line data shown in the plan view of the drawings will be limited to the detail delivered in the Line Survey or otherwise provided by City of Lake Worth Beach in electronic format.
- City of Lake Worth Beach to provide electronic version of the completed substation general arrangement drawing.
- Profile and supplemental drawings will be created only in critical areas on a time-and-expense basis.
- Modifications and/or creation of the overhead line plan drawings are not included in the budget, and if required, will be performed on a time-and-expense basis.
- Drawing format to be created by POWER and approved by City of Lake Worth Beach.
- Facility backgrounds will be easily exportable from the GIS system. If a background will need to be created from scratch, it will be created on a time-and-expense basis.

SUBTASK 6.2 PLAN & PROFILE DRAWINGS

Responsibility: POWER

Deliverable(s):

- Plan & Profile Drawings

Prepare final Plan & Profile Drawings at one inch equal to forty feet (1"=40') unless otherwise specified by City of Lake Worth Beach. Depict information required for bidding, construction, and recording of the line including the following as applicable:

- Crossings
- Cable Phasing
- Transmission Locations
- Right of Way Boundaries
- Environmental Areas
- Termination Structures

Assumption(s):

- Planimetric and land line data shown in the plan view of the drawings will be limited to the detail delivered in the Topographical Survey or otherwise provided by City of Lake Worth Beach in electronic format.
- City of Lake Worth Beach to provide electronic version of the completed substation general arrangement drawing.
- Modifications and/or creation of the underground line plan drawings are not included in the budget, and if required, will be performed on a time-and-expense basis.
- Drawing format to be created by POWER and approved by City of Lake Worth Beach.
- Facility backgrounds will be easily exportable from the GIS system or from survey. If a background will need to be created from scratch, it will be created on a time-and-expense basis.

SUBTASK 6.3 PROJECT STATUS MEETINGS

Responsibility: POWER

Deliverable(s):

- Engineering Coordination and Bi-Weekly calls with City of Lake Worth Beach
- Internal Engineering Coordination and Green-Sheet Meetings
- Actions Item List
- Status Reports

Provide communication to the City of Lake Worth Beach, POWER PM, POWER Environmental team and POWER Civil team in planning and scheduling of work.

Assumption(s):

- Meetings included in this subtask will address engineering time on biweekly project status meetings with CLWB and internal bi-weekly green sheet meetings.
- Field trips and/or hours required in excess of the limit specified above will be performed on a time-and-expense basis.

TASK 7

QUALITY ASSURANCE

Objective(s):

- To meet the quality objectives established for the project.

Prerequisite(s):

- Line Design
- Material Procurement
- Construction Drawings

SUBTASK 7.1 Quality Assurance

Responsibility: POWER

Deliverable(s):

- Green Book Design Summary
- Independent Review of Material List
- Independent Review of PoleForeman Structure Calculations
- Independent Review of Pull Calculations
- Independent Review of Construction Drawings
- Independent Review of Construction Package

Assemble project-related design data, during the course of the project, into a three-ring binder, referred to within POWER as the Green Book. Prepare cover sheets for each major set of calculations or design data included in the document as well as a table of contents summarizing the Green Book content. Include the following: Design Criteria, Supporting Calculations, Structure Design, Equipment Sizing. Assemble a complete set of the documents making up the construction package. Perform a detailed independent review of the construction drawings looking for check print history of changes, records of

picking up client requested changes, overall content quality and drafting standards. Perform a detailed independent review of the complete construction package focusing on the minimum amount of information needed to bid and construct project, as well as overall constructability issues. Address each of the reviewer’s comments and incorporate changes into the documents as appropriate.

Assumption(s):

- POWER will submit digital copies to City of Lake Worth Beach at the completion of the project upon request.
- All design documents will be stored in a shared location accessible to both City of Lake Worth Beach and POWER throughout the life of the project.
- POWER’S QA/QC procedures will be followed unless City of Lake Worth Beach has additional requirements.
- Budget includes two (2) revisions with City of Lake Worth Beach reviewers. Any additional revisions will be performed on a time-and-expense basis.

TASK 8 CONSTRUCTION ACTIVITIES

Objective(s):

- To develop the documents that will be required during the construction phase of the project.
- To provide engineering support during the construction phase.

Prerequisite(s):

- Pre-Construction Activities

SUBTASK 8.1 “ISSUED FOR CONSTRUCTION” DOCUMENTS

Responsibility: POWER

Deliverable(s):

- “Issued For Construction” Drawings

Update the Construction Bid Package drawings. Modify the bid issue drawings to include any changes that have occurred in the design during the bidding process.

Assumption(s):

- One (1) electronic copy of the “Issued For Construction” Drawings will be prepared and submitted to CLWB.

SUBTASK 8.2 PRE-CONSTRUCTION MEETING

Responsibility: POWER

Deliverable(s):

- Pre-Construction Meeting Minutes

Schedule, attend, and document a Pre-Construction Meeting between CLWB, Contractor and POWER. Review the construction documents, project schedule, project contacts for involved parties and the detailed scope of the project. Issue Pre-Construction Meeting Minutes. Issue any applicable changes to the Contract documents.

Assumption(s):

- Two (2) POWER representatives will attend one (1) full-day pre-construction meeting.

SUBTASK 8.3 ENGINEERING SUPPORT DURING CONSTRUCTION

Responsibility: POWER

Deliverable(s):

- Engineering Support During Construction

Provide technical support to the City of Lake Worth Beach and Construction Crew during construction.

Assumption(s):

- Up to Twenty (20) hours of engineer time to provide office support for construction activities will be budgeted.
- Up to one (1) full day field trips will be budgeted in the event that is needed during construction progress.
- Field trips and/or hours required in excess of the limit specified above will be performed on a time-and-expense basis.

TASK 9 POST-CONSTRUCTION ACTIVITIES

Objective(s):

- To update the construction drawings with any changes that occurred during construction.
- To assist City of Lake Worth Beach with project close-out documentation.

Prerequisite(s):

- Construction Completion
- Construction As-Built Mark-Ups

SUBTASK 9.1 RECORD DRAWINGS

Responsibility: City of Lake Worth Beach/POWER

Deliverable(s):

- Construction Drawings "Issued for Record"

Incorporate the changes received during construction and furnish a complete set of drawings to reflect the "record drawing" condition when the project is completed.

Assumption(s):

- A set of red-lined drawings, depicting construction changes, will be submitted to POWER by City of Lake Worth Beach or their representative within 30- days of construction completion.
- It will not be necessary for POWER to field review the construction changes.
- One (1) electronic copy of the Record Issue Construction Drawings will be prepared and submitted.
- A field trip to walk through the completed project, if required, will be performed on a time-and-expense basis.

TRANSMISSION UNDERGROUND ENGINEERING

TASK 10

PRE-DESIGN ACTIVITIES

Objective(s):

- To identify, define, and secure City of Lake Worth Beach approval of the parameters necessary to proceed with the Horizontal Directional Drill (HDD) design for the project.

Prerequisite(s):

- Notice to Proceed

SUBTASK 10.1 DESIGN CRITERIA

Responsibility: POWER

Deliverable(s):

- Design Criteria

Review the information from the project initiation meeting, ICWW Feasibility Study Report, and data acquisition. Compile and issue the project Design Criteria for City of Lake Worth Beach review, revision, and approval.

Ensure that the scope and content of the Design Criteria, as approved by City of Lake Worth Beach, serves as the basis for the detailed design engineering. Maintain and update the Design Criteria, during the life of the project.

Assumption(s):

- POWER will incorporate City of Lake Worth Beach's standards wherever possible.
- POWER will incorporate findings of the Intracoastal Waterway (ICWW) Feasibility Study Report issued on August 12, 2021.

SUBTASK 10.2 SITE VISIT

Responsibility: City of Lake Worth Beach/POWER

Deliverable(s):

- Meeting Notes

Conduct a project-site visit to identify existing features and conditions that must be considered in evaluating the trenchless crossing design via Horizontal Directional Drilling (HDD). The visit will review site access and limitations, along with material, equipment laydown areas, and possible locations for entry/exit pits for HDD activities.

ASSUMPTION(S):

- POWER will incorporate findings of the Intracoastal Waterway (ICWW) Feasibility Study Report issued on August 12, 2021.
- Preliminary Scope has been approved.
- Right-of-Entry has been granted.

TASK 11

FIELD ACTIVITIES

Objective(s):

- To field survey the established centerline and develop the topographic and planimetric data required for project line design.
- To explore, analyze and evaluate the route geology and develop a geotechnical database for the design.
- To collect soil samples suitable for geothermal evaluation.

Prerequisite(s):

- Approved Route
- Right of Entry

SUBTASK 11.1 LINE SURVEY

Responsibility: City of Lake Worth Beach/POWER/Survey Contractor

Deliverable(s):

- Survey Report Review
- Review and provide feedback on Survey Report.

Assumption(s):

- City of Lake Worth Beach will provide existing survey data.
- City of Lake Worth Beach will contract and provide all surveys.

SUBTASK 11.2 GEOTECHNICAL EVALUATION

Responsibility: City of Lake Worth Beach/POWER/Geotechnical Contractor

Deliverable(s):

- Geotechnical Report Review
- Review and provide feedback on Geotech Report

Assumption(s):

- City of Lake Worth Beach will provide existing geotechnical data.
- City of Lake Worth Beach will perform or subcontract all geotechnical investigation.

SUBTASK 11.3 THERMAL EVALUATION

Responsibility: City of Lake Worth Beach/POWER/Geotechnical Contractor

Deliverable(s):

- Thermal Report Review
- Review and provide feedback on Thermal Report

Assumption(s):

- City of Lake Worth Beach will perform or subcontract all thermal investigation.

TASK 12

CONSTRUCTION DRAWINGS

Objective(s):

- To generate the drawings that will be required during the construction phase of the project.

Prerequisite(s):

- UG Line Design

SUBTASK 12.1 PLAN AND PROFILE DRAWINGS

Responsibility: POWER

Deliverable(s):

- Plan and Profile Drawings

Prepare final Plan and Profile Drawings at one inch equal to twenty feet (1"=20') horizontally and one inch equal to two feet (1"=2') vertically. Depict information required for bidding, construction, and recording of the line including the following as applicable:

- | | |
|----------------------|--------------------------------|
| • Centerline Profile | • Township & Range Lines |
| • Planimetric Data | • Property Ownership |
| • Crossings | • Access Roads |
| • Raceway Routings | • Right of Way Boundaries |
| • Cable Phasing | • Environmental Areas |
| • Riser Structures | • Agency Boundaries |
| • Distribution Work | • City, County and State Lines |

Assumption(s):

- Planimetric and land line data shown in the plan view of the drawings will be limited to the detail delivered in the Line Survey or otherwise provided by City of Lake Worth Beach in electronic format.
- City of Lake Worth Beach to provide electronic version of the completed substation general arrangement drawing.
- Modifications and/or creation of the substation design drawings are not included in the budget, and if required, will be performed on a time-and-expense basis.

SUBTASK 12.2 TRENCHLESS TECHNOLOGY DESIGN

Responsibility: POWER

Deliverable(s):

- Horizontal Directional Drill (HDD) Design and Layout

Identify locations of HDD laydown and setup. Review site plans, underground conflicts and geotechnical data. Perform design calculations to enable preliminary bore layout. Select casing type and size. Identify entry and exit angle parameters, minimum bend radius, and pulling tensions. Review

available right-of-way and pullback string work layout requirements. Prepare technical data and scope of work to include in the installation specification.

Assumption(s):

- Final design and layout of HDD's is the responsibility of the installation contractor.

SUBTASK 12.3 DESIGN DOCUMENTATION

Responsibility: POWER

Deliverable(s):

- Design Data Summary Document (Green Book)

Assemble project-related design data, during the course of the project, into a three-ring binder, referred to within POWER as the Green Book. Prepare cover sheets for each major set of calculations or design data included in the document as well as a table of contents summarizing the Green Book content.

Include the following:

- Design Criteria
- Supporting Calculations
- Trenchless Design
- Ampacity Calculations
- Cable Pulling Calculations

File the Green Book with the rest of the project records at the completion of the project.

Assumption(s):

- POWER will submit a copy to City of Lake Worth Beach at the completion of the project upon request.

SUBTASK 12.4 PERMITS APPLICATIONS SUPPORT

Responsibility: City of Lake Worth Beach/POWER

Coordinate with the POWER Environmental team for crossing permit support.

Assumption(s):

- Plan and Profile drawings will be suitable for the permit applications. If specific permit drawings are requested, these will be prepared on a time and material basis.
- Construction permits required by state and local agencies for access off highways, driveway permits, traffic control, de-watering, burning, etc., will be prepared, submitted and acquired by City of Lake Worth's construction contractor.

SUBTASK 12.5 CONSTRUCTION DRAWINGS

Responsibility: POWER

Deliverable(s):

- Construction Detail and Assembly Drawings

Prepare or provide the following detail and assembly drawings required for construction:

- Trench Cross Sections
- Trenchless Cross Sections
- Other Special Installation Details

Show front, side and top views; details necessary for clarity; material item number indicating each material location; applicable notes; and a material list with item numbers, quantities and descriptions.

Assumption(s):

- Standard City of Lake Worth Beach assembly and miscellaneous drawings will be utilized, as available.

SUBTASK 12.6 PROJECT STATUS MEETINGS

Responsibility: POWER

Deliverable(s):

- Engineering Coordination and Bi-Weekly calls with City of Lake Worth Beach
- Internal Engineering Coordination and Green-Sheet Meetings
- Actions Item List
- Status Reports

Provide communication to the City of Lake Worth Beach, POWER PM, POWER Environmental team and POWER Distribution team in planning and scheduling of work.

Assumption(s):

- Meetings included in this subtask will address engineering time on biweekly project status meetings with CLWB and internal bi-weekly green sheet meetings.
- Field trips and/or hours required in excess of the limit specified above will be performed on a time-and-expense basis.

TASK 13

PRE-CONSTRUCTION ACTIVITIES

Objective(s):

- To develop items required for the procurement phase of the project.

Prerequisite(s):

- UG Line Design

SUBTASK 13.1 MATERIAL/CONSTRUCTION BID PACKAGE

Responsibility: POWER

Deliverable(s):

- HDD construction bid package

Assemble the HDD construction bid package including scope of work (SOW), specifications and drawings created Task 12 so that City of Lake Worth Beach can solicit proposals to qualified HDD/Civil contractors.

Incorporate project-specific constraints and/or CLWB requirements and stipulations that would affect the method or sequence of construction.

Assist City of Lake Worth Beach in answering questions, reviewing bids and prepare bid evaluation. Review shop drawing submittals for the material and equipment. Determine if each item meets the requirements of the project and make recommendation on its suitability.

Assumption(s):

- City of Lake Worth Beach will provide commercial conditions, solicit bids, and award contract for materials.

TASK 14 CONSTRUCTION ACTIVITIES

Objective(s):

- To develop the documents that will be required during the construction phase of the project.
- Pre-construction meeting participation.

Prerequisite(s):

- Pre-Construction Activities

SUBTASK 14.1 “ISSUED FOR CONSTRUCTION” DOCUMENTS

Responsibility: POWER

Deliverable(s):

- Construction Documents “Issued For Construction”

Update the Bid Package documents. Include information included in the Contractor’s Bid, Addendums that were issued and/or changes to the documents, since the time of bidding. Update the “Issued For Bid” drawings to “Issued For Construction” drawings.

SUBTASK 14.2 PRE-CONSTRUCTION MEETING

Responsibility: POWER

Deliverable(s):

- Pre-Construction Meeting Minutes
- Schedule, attend, and document Pre-Construction Meeting. Issue Pre-Construction Meeting Minutes. Issue any applicable changes to the Contract documents.

Assumption(s):

- One (1) POWER representatives will attend one (1) full-day pre-construction meeting.

SUBTASK 14.3 ENGINEERING SUPPORT DURING CONSTRUCTION

Responsibility: POWER

Deliverable(s):

- Engineering Support During Construction

Provide an Engineering representative to attend construction progress meetings or review construction activities via conference calls.

Provide technical support to the Contract Administrator and Construction Inspectors during construction.

Review material test reports for required material and coordinate the resolution of any problems associated with the material tests.

Assumption(s):

- Budget includes up to (30) hours of engineering time to provide office support for construction activities.
- Up to two (2) full day field trips will be budgeted in the event that is needed during construction progress.
- Field trips and/or hours required in excess of the limit specified above will be performed on a time-and-expense basis.

TASK 15 POST-CONSTRUCTION ACTIVITIES

Objective(s):

- To update the construction drawings with any changes that occurred during construction.
- To assist FPL with project close-out documentation.

Prerequisite(s):

- Construction Completion
- Construction As-Built Mark-Ups

SUBTASK 15.1 RECORD DRAWINGS

Responsibility: FPL/POWER

Deliverable(s):

- Construction Documents “Issued For Record”
- Incorporate the changes received during construction and furnish a complete set of drawings to reflect the “record drawing” condition when the project is completed.

Assumption(s):

- A set of red-lined drawings, depicting construction changes, will be submitted to POWER by FPL or their representative within 30-days of construction completion.
- It will not be necessary for POWER to field review the construction changes.

TASK 16

ENVIRONMENTAL AND NON-ENVIRONMENTAL PERMITTING

SUBTASK 16.1 ENVIRONMENTAL PERMITS

Responsibility: POWER

Deliverable(s):

- Permit Applications
- Permit Authorizations from applicable Agencies

Provide CLWB the required support to acquire the necessary permits to complete the project.

Contact the applicable federal/state/county/city government agency to determine the required permits for the project if needed. Identify the necessary support information required to submit the permit application. Collect or develop the necessary support information, complete the permit application, and submit to the appropriate agency.

Follow up with the federal/state/county/city government agency to confirm that the permit application has been received and is being processed.

Anticipated permits that will be required include:

- US Army Corps of Engineers (USACE), Jacksonville District – Section 10 Permit
- USACE, Jacksonville District - Consent to Easement with Section 408 Consultation
- Florida Department of Environmental Protection (FDEP), Sovereign Submerged Lands Easement
- FDEP– Environment Resource Management Permit
- FDEP – Coastal Zone Management Program Authorization
- Palm Beach County – Building Permit and/or Letter of Permission

Assumption(s):

- Any applicable Application and/or Permit Fees for the above listed agencies will be remitted by CLWB.
- No wetland permit(s), Threatened and Endangered Species or Migratory Birds Review will be required.
- No additional real estate rights or zoning approvals are required to construct the project.
- Attendance in any public meetings to support the permit approval process is not included within this scope.
- No trips to visit city/county/government agency are anticipated.
- Subsurface and subaqueous geotechnical investigation services meeting all terms and conditions of the USACE Nationwide Permit #6 will be provided by others.
- POWER will address three (3) rounds of review and comments from each of the Permitting Agencies if needed, up to eighty (80) hours.

SUBTASK 16.2 ROAD PERMITS / NON-ENVIRONMENTAL PERMITS

Responsibility: POWER / City of Lake Worth Beach

Review project and determine what road permits will be needed.

Provide support to CLWB for public and private temporary and permanent easements along HDD corridor and entry and exit temporary workspaces.

Anticipated permit that will be required include:

- Florida Department of Transportation, Utility Permit

ASSUMPTION(S):

- The construction permit drawings will be used for permitting. If additional permit drawings are needed, they will be performed on a time-and-expense basis.
- POWER will submit any necessary road permit applications and track procurement of permits, and City of Lake Worth Beach will pay permit fees.
- POWER will address two (2) rounds of review and comments from each of the FDOT if needed, up to twenty-five (25) hours.
- POWER will support the CLWB and /or third-party contractors with any real estate easements and /or consent, up to thirty (30) hours.
- Construction permits required by state and local agencies for access off highways, driveway permits, traffic control, de-watering, burning, etc., will be prepared, submitted and acquired by City of Lake Worth Beach's construction contractor.

SUBTASK 16.3 PROJECT STATUS MEETINGS

Responsibility: POWER

Deliverable(s):

- Permits Coordination and Bi-Weekly calls with City of Lake Worth Beach
- Internal Engineering Coordination and Green-Sheet Meetings
- Actions Item List
- Status Reports

Provide communication to the City of Lake Worth Beach, POWER PM, POWER Distribution team and POWER Civil team in planning and scheduling of work.

Assumption(s):

- Meetings included in this subtask will address engineering time on biweekly project status meetings with CLWB and internal bi-weekly green sheet meetings.
- If required, POWER will attend one (1) site visit to meet with CLWB and with either the USACE or FDEP, as necessary, to inspect the project site.

Field trips and/or hours required in excess of the limit specified above will be performed on a time-and-expense basis.

ENGINEERING BUDGET

POWER proposes to perform these engineering and design services on a time and Time and Material basis, in accordance with POWER's Professional Services Agreement with the City of Lake Worth Beach for Energy Management and Engineering Services (RFQ No. 18-303). A breakdown of our budget is as follows:

BUDGET SUMMARY BY CATEGORY AND TASK					
PROJECT MANAGEMENT					
Task	Description	Hours	Labor \$	Expense \$	Total \$
0	Project Management	190	\$38,126	\$1,160	\$39,286
SUB - TOTAL		190	\$38,126	\$1,160	\$39,286
DISTRIBUTION ENGINEERING					
Task	Description	Hours	Labor \$	Expense \$	Total \$
1	Pre-Design Activities	36	\$5,850	\$1,860	\$7,710
2	OH Line Design (Make Ready)	16	\$2,295	\$0	\$2,295
3	UG Design	30	\$4,570	\$0	\$4,570
4	Permitting Activities Support	32	\$4,346	\$0	\$4,346
5	Material Procurement	16	\$2,478	\$0	\$2,478
6	Construction Drawings	72	\$10,724	\$0	\$10,724
7	QA/QC	20	\$3,128	\$0	\$3,218
8	Construction Activities	50	\$7,942	\$3,720	\$11,662
9	Post-Construction Activities	20	\$2,884	\$0	\$2,884
SUB - TOTAL		292	\$44,217	\$5,580	\$49,797
TRANSMISSION UG LINE ENGINEERING					
Task	Description	Hours	Labor \$	Expense \$	Total \$
10	Pre-Design Activities	16	\$2,480	\$1,580	\$4,060
11	Field Activities	10	\$1,550	\$0	\$1,550
12	Construction Drawings	210	\$29,100	\$0	\$29,100
13	Pre-Construction Activities	40	\$5,740	\$0	\$5,740
14	Construction Activities	104	\$15,200	\$4,740	\$19,940
15	Post-Construction Activities	36	\$4,890	\$0	\$4,890
SUB - TOTAL		416	\$58,960	\$6,320	\$65,280
ENVIRONMENTAL AND NON-ENVIRONMENTAL PERMITTING					
16.1	Environmental Permitting	196	\$34,298	\$0	\$34,463
16.2	Non-Environmental Permitting	80	\$13,470	\$0	\$13,525
16.3	Project Status Meetings/Site Visit	64	\$12,352	\$2,070	\$14,442
SUB - TOTAL		340	\$60,120	\$2,070	\$62,190
GRAND TOTAL		1,238	\$201,423	\$15,130	\$216,553

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: March 29th, 2022

DEPARTMENT: Electric Utility

TITLE:

Ratification of Work Order No. 59 with NuCAT Corp. for emergency repairs on the 6th Ave. South Substation Transformer

SUMMARY:

The Work Order authorizes NuCAT Corp. to complete repairs and testing on the Load Tap Changer (LTC) on TD06 substation transformer for the City at a cost not to exceed \$95,881.

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 routine maintenance and inspections completed by NuCAT at the City's 6th Ave South substation, the LTC on TD06 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 desired voltage range. The 6th Avenue South Substation is equipped with one, 26kV to 4kV, step down transformer and currently supports approximately 1450 customers through the 6001, 6002 & 6004 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.

MOTION:

Move to ratify/not ratify Work Order No. 59 with NuCAT Corp. to complete emergency repairs on TD06 transformer at cost not to exceed \$95,881.

ATTACHMENT(S):

Fiscal Impact Analysis
NuCAT Work Order No. 59

Electrical Equipment Inspection, Testing, Repair and Maintenance Services

WORK ORDER NO. 59

THIS WORK ORDER for SERVICES ("Work Order" hereafter) 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 **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: Repairing the LTC for transformer TD06. (the "Project"). The Project is more specifically described in the scope and fee proposal prepared by NuCAT Corp., dated February 07, 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 **60** calendar days from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **90** calendar days from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City 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 \$95,881.00. 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@nuccatcorp.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: _____
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:

NuCAT Corporation

By: David Bernier

Print Name: DAVID BERNIER

Title: PRESIDENT



STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 21 day of February 2022, by David Bernier, 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 FLDL 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.

Joseph Gall
Notary Public Signature

Notary Seal:

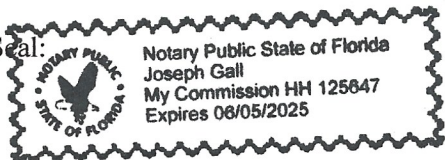


Exhibit 1
Contract for Electrical Equipment Inspection, Testing, Repair and
Maintenance Services
Task Order No. 059

Services to be provided by: NuCAT Corporation

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

Proposal Date: February 07, 2022

Proposal Terms

A. Project Description:

Repair LTC TD06

B. Scope of Services:

NuCat Corp. Will repair and perform testing of Transformer TD06.

C. Equipment:

Doble M4000

Filter Press

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
\$95,881.00

Repair LTC Transformer TD06

for The

City of Lake Worth

Estimate of Fees

Repair LTC Transformer TD06												
Technicians						Engineer						
Men	Hrs ST	Rate	Hrs OT	Rate	Total	Men	Hrs ST	Rate	Hrs OT	Rate	Total	
3	41	\$95.00	0	\$142.50	\$11,685.00	1	40	\$125.00	0	\$187.50	\$5,000.00	
0		\$95.00	0	\$142.50	\$0.00	0	0	\$125.00	0	\$187.50	\$0.00	
					Total						Total	
											\$11,685.00	
											\$5,000	
											\$16,685.00	
Material												
Description	Price EA	QTY	Total	Mrk up	Total							
Doble M4000	\$1,000.00	1	\$1,000.00	1.2	\$1,200.00							
LTC Parts	\$59,498.00	1	\$59,498.00	1.2	\$71,397.60							
Dry air	\$100.00	20	\$2,000.00	1.2	\$2,400.00							
Filter press	\$150.00	2	\$300.00	1.2	\$360.00							
Tx Oil 55 usg	\$931.33	3	\$2,793.99	1.2	\$3,352.79							
Oil Sample	\$350.00	1	\$350.00	1.2	\$420.00							
Misc.	\$55.00	1	\$55.00	1.2	\$66.00							
			\$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							
												\$79,196.39
											Grand Total	
											\$95,881	



NuCAT CORPORATION
657 RAMBLING DRIVE CIRCLE
WELLINGTON, FL 33414

PH: (561) 333-4021

February 07, 2022

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

Ref No.: NC02072201

Subject: Contract for Electrical Equipment Inspection, Testing, Repair And
Maintenance Services. Work Order # 059

Dear David:

Per your request, NuCAT Corporation is pleased to provide you with this proposal to repair the LTC for transformer TD06.

SCOPE OF WORK:

NuCat Corp. will supply all the materials, equipment, qualified manpower, and technical supervision to repair the LTC for transformer TD06.

LTC parts required for repair;

3 EA ROTOR ASSEMBLY
3 EA TAPHEAD ASSEMBLY FPE TC546
6 EA DIVERTER SWITCH ASSEMBLY
2 EA CONTACT ASSEMBLY, MOVABLE
1 EA CONTACT ASSEMBLY, MOVABLE
3 EA GASKET, TAPHEAD
1 EA KIT - CHAIN AND SPROCKET
1 EA DOOR GASKET
165 USG NEW TRANSFORMER OIL



NuCAT CORPORATION

Perform electrical testing;

Turns Ratio

Insulation Resistance

Power Factor

PRICING:

Total Price \$95,881.00

Sincerely,

David A Bernier

David A Bernier

657 Rambling Dr Cir
Wellington, FL 33414

Phone: 561-333-4021

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: March 29, 2022

DEPARTMENT: Electric Utility

TITLE:

Resolution No. 20-2022 – removing 1.5% Cap from Net Metering Program

SUMMARY:

Resolution No. 20-2022 proposes to change the City's Net Metering Program Rules to remove the previously established cap on interconnection of customer-owned renewable generation systems at a maximum of 1.5% of system peak.

BACKGROUND AND JUSTIFICATION:

The City Commission had previously established a cap on the interconnection of customer-owned renewable generation system of 1.5% of system peak due to technical concerns during periods of island operations and black start events on the City's electric utility system. The City's electric utility has continued to make improvements to the electric utility infrastructure which have had the effect of greatly reducing the likelihood of an island operation or black start event, with further reduction in the likelihood of such events coming with the planned addition of a second tie line to the Florida Power & Light electric transmission system. While the odds of such events and the associated risks to the City's equipment and potential extended outage recovery times have not been completely eliminated, Staff has suggested that the cap can be lifted at this time. Staff also suggests that the requirement for either a Power Export Limiting (PEL) device or sufficient battery storage also be removed.

MOTION:

Move to approve/disapprove Resolution No. 20-2022 removing the 1.5% cap from the Net Metering Program.

ATTACHMENT(S):

Fiscal Impact Analysis -- N/A

Resolution No. 20-2022

Exhibit "A" Revised Net Metering Program Rules & Regulations

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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

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

WHEREAS, pursuant to section 366.91(6), Florida Statutes, the City is required to develop a standardized interconnection agreement and net metering program for customer-owned renewable generation;

WHEREAS, since approximately 2009, the City has developed and maintained a Net Metering program for its residential and commercial electric utility customers (“Program”);

WHEREAS, in Resolution No. 21-2019, the City Commission adopted rules and regulations for the Program (“Interconnection Rules”) requiring all existing Program participants to comply with the Interconnection Rules by August 30, 2019 which included submitting a signed interconnection agreement to the Electric Utility;

WHEREAS, in Resolution No. 46-2019, the City Commission extended the August 30 deadline to December 31, 2019 in order to give existing Program participants more time to comply with the Interconnection Rules and submit a signed interconnection agreement;

WHEREAS, under the original adopted Interconnection Rules, the City Commission adopted a cap on Program interconnections, which cap is 1.5% of system peak, due to the necessity for electric utility system stability during island operations;

WHEREAS, in Resolution No. 09-2022, the City Commission knowing the Program’s 1.5% cap was limiting participation in the Program, revised the rules to allow the cap to be waived when a customer installs a power exporting limiting device or a sufficiently sized battery energy storage system; and

WHEREAS, the Electric Utility staff have continued to review the Program’s 1.5% cap and believe that based on recent improvements to the electric utility infrastructure, the rationale for the cap has been reduced and will be further reduced with the planned addition of the second tie line to the Florida Power & Light system; and

WHEREAS, while the rationale for the Program’s 1.5% cap has not been completely eliminated, Electric Utility staff recommends removing the cap from the Program at this time; and,

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WHEREAS, the City Commission has determined that amending the Interconnection Rules as set forth herein serves a valid public purpose.

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

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

Section 2. The Interconnection Rules for the City’s Net Metering Program and the interconnection agreement are amended as set forth in Exhibit “A”, which is attached hereto and incorporated herein.

Section 3. All resolutions or parts of resolutions, including without limitation resolutions 21-2019, 46-2019, and 09-2022, are hereby amended to the extent that they are in conflict with this Resolution.

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

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the ____ day of March 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

CITY OF LAKE WORTH BEACH ELECTRIC UTILITY NET METERING PROGRAM

RULES AND REGULATIONS FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS AND INTERCONNECTION

The City of Lake Worth Beach Electric Utility (“City”) offers a Net Metering Program for Customer-Owned Renewable Generation Systems (“Program”). The primary goal of the Program is to promote the use of renewable generation installed at the Customer’s site to offset part or all of the Customer’s electric needs. Any excess energy generated by the Customer-Owned Renewable Generation System (“System”) and not used by the Customer can be delivered to the City’s electric system. Annually, the City will set by resolution all applicable Net Metering rates to be paid to Program participants including the rate(s) to be paid for the delivery of excess energy to the City’s system. **All rates are subject to change.**

In order to participate in the Program, a Customer must:

1. Be both the owner of the parcel upon which the System is located (according to the Palm Beach County Property Appraiser) and a customer of the City’s electric utility taking bundled (non-interruptible) service. The electric utility account must be in and be maintained in the owner’s name and all documentation submitted must match the owner’s name);
2. Complete the Application for Interconnection (which is attached hereto and incorporated herein) and submit it to the City along with:
 - A. all applicable fees (if required);
 - B. a completed IRS form W-9;
 - C. a certified signed and sealed statement from a currently licensed Florida Professional Engineer attesting to the maximum Gross Power Rating (GPR) expressed in kilowatts (kW) and maximum annual electricity production expressed in kilowatt hour (kWh) production for the System annually over a period of at least the first 20 years of life of the System;
 - D. a copy of the Customer’s contractual documents for the purchase of the System, with redaction of pricing and financing terms redacted if so desired by Customer; and,
 - E. a signed Interconnect Agreement.
3. Obtain written approval of the Customer’s application from the City;
4. Obtain all necessary permits from the local building code department for the installation of the Customer’s System (if the permitting agency is the Village of Palm Springs or Palm Beach County, a copy of the plans submitted must be provided to the City in an electronic format);
5. Install the System and receive a certificate of completion (or other proof of completion) from the local building code department and submit the same to the City;
6. Provide the City with at least thirty (30) days’ prior written notice of the date and time

the Customer plans to place the Customer's System in service, during which time the City may at its sole discretion inspect Customer's System for compliance with its Application for Interconnection, Rules and Regulations, and Interconnection Agreement prior to providing its written approval for Customer to commence operation of Customer's System interconnected to City's electric system in any manner directly or indirectly;

7. If not readily accessible, provide access to the City to install the necessary net metering equipment and/or inspect the Customer's installed System; and,
8. Obtain written approval from the City for the interconnection of the Customer's System to the City's electric system and a fully executed copy of the Interconnection Agreement. The fully executed copy of the Interconnection Agreement is the City's authorization for the Customer to commence operation of its System as a participant in the City's Net Metering Program.

The following provides general information on the Program and Customers' participation:

Customer-Owned Renewable Generation Systems:

Customer-Owned Renewable Generation Systems (System or Systems) are defined as an electric generating system (or combination of systems) located on a Customer's parcel that is intended to offset part or all of a Customer's electricity requirements with renewable energy. Renewable energy as defined in Section 377.803, Florida Statutes, means energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power. Customers may contract for the purchase, lease, operation, or maintenance of their System with a third party. Lease terms shall not result in the retail purchase or retail sale of electricity from the System. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

Gross Power Rating (GPR) and Size Limitations:

1. The Gross Power Rating (GPR) of the Customer's System means the total manufacturer's AC nameplate generating capacity of the System that will be interconnected to and operated in parallel with City's electric system. For inverter-based Systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 to account for losses during the conversion from DC to AC.
2. The GPR shall not exceed ninety percent (90%) of the Customer's electric distribution service rating. If the GPR does exceed the ninety percent (90%) limit, the Customer shall be responsible for all costs associated with upgrading the distribution service to ensure the ninety percent (90%) limit is not exceeded.
3. The Program is applicable to Customer Systems with a GPR up to and including 10 kW. In no case shall a System with a GPR greater than 10kW be allowed to interconnect with the City's electric system under the Program.

A Customer is not authorized to have a System(s) with a GPR of more than 10kW.

4. All Systems shall be sized to have an annual production limit not to exceed the Customer's most recent actual annual energy consumption measured in kilowatt hour (kWh) (AC). The Customer shall provide proof of compliance with this size limitation by submission of a signed and sealed

statement from a currently licensed Florida Professional Engineer attesting to the annual kWh production of the System.

5. ~~The Program is on a first offered, first accepted basis and is subject to diminution and/or rejection by the City in the event that the total amount of electricity delivered to the City's electric system from all Program participants exceeds one and one half percent (1.5%) of the aggregate City electric system peak demand. The foregoing one and one half percent (1.5%) limitation shall not apply to a new System to be interconnected if the new System includes a sufficiently sized battery energy storage system or if the new System includes a power exporting limiting device (PEL Device). The PEL Device must regulate the electric production of the System such that the A/C output does not exceed the electric needs of the parcel that the System serves at the time the electric is produced and the PEL Device must ensure a zero export of electric back to the City's electric system. The Customer must provide the PEL Device manufacturer's product information to the City and the City will confirm installation at final inspection before approving the interconnection.~~

Application Fees:

The City does not charge an application fee for the Program. There is also no charge to the Customer for the installation of metering required to measure the energy delivered to the Customer and the excess energy delivered by the Customer's System to the City's electric system. However, if during the City's review of a Customer's application, the City determines the City's electric system will need to be revised and/or upgraded to accommodate the interconnection of the Customer's System, the Customer shall be responsible for all costs associated with revising and/or upgrading the City's electric system. The City will endeavor to provide such costs to the Customer prior to the City approving the Customer's application.

The Application attached hereto is incorporated by reference into these Rules and Regulations.

Islanding:

For safety reasons the Customer's System shall not energize the City's electric system when the City's electric system is de-energized at the Customer's service point. There shall be no intentional islanding, as described in the Institute of Electric and Electronic Engineers (IEEE) Standard 1547, between the Customer's System and the City's electric system.

External Disconnect Switch:

For all Systems, the City requires an isolation device per IEEE 1547.2003. The isolation device shall be a manual disconnect switch of the visible load break type. The switch must be externally visible and readily accessible to City personnel. The device shall be located adjacent to, but separate from, the meter. The switch must be capable of being locked in the off position with a City lock.

Standards, Codes and Inspections:

1. Inverters:

For inverter based Systems, the inverter must be listed and in compliance with Underwriters Laboratory (UL) 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems. Utility-interactive inverters that pass the tests of UL 1741 will be

considered as non-islanding inverters and will comply with the IEEE 1547.2003 interconnection standard.

2. System Installations:

The Customer certifies and must submit documentation that the System complies with the following standards:

- a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
- c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- d. The applicable National Electric Code, state and/or local building codes, mechanical codes and electrical codes.
- e. The manufacturer's installation, operation and maintenance instructions.

3. Inspections:

- a. The Customer must have the System installation inspected and approved by the local building code authority having jurisdiction (i.e., the City of Lake Worth Beach, the Village of Palm Springs or Palm Beach County). Proof of the inspection and approval must be provided prior to the City installing the net metering equipment and/or the City executing the Interconnection Agreement. If the local building code authority is the Village of Palm Springs or Palm Beach County, the Customer must submit a copy of its building plans to the City in an electronic format.
- b. The City reserves the right to inspect the System installation prior to parallel operation with the City's electric system. The inspection is to ensure compliance with the standards, terms and conditions of the City's Interconnection Agreements and City's Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection. The City also reserves the right to inspect the System at any time after approval and interconnection with the City's electric system to ensure compliance with the standards, terms and conditions of the Interconnection Agreement, and may order or effect a System to be isolated immediately from the City's electric system upon a finding of non-compliance. Further, after approval of a Customer's System, the City reserves the right to obtain copies of, and/or be provided with access to, current data showing the actual GPR and/or annual production of a Customer's System. This may include access to the actual System and/or copies/access to the Customer's web portal documenting the System's GPR and/or annual production. Failure to provide copies and/or access to such data within ten (10) days of the City's request will result in the Customer being removed from the Program.
- c. In no case shall the System be operated in parallel with the City's electric system without the written approval of the City.

- d. The Customer is responsible for ensuring that the System is inspected, maintained and tested regularly in accordance with the manufacturer's recommendations to ensure proper and safe operation.
- e. The City will not inspect, maintain or advise the Customer on the maintenance or operation of the System other than ensuring proper interconnection operation with the City's system.

Insurance:

The City does not require specific insurance coverage. However, it is strongly encouraged that the Customer maintain general liability insurance for personal injury and property damage for not less than one hundred thousand dollars (\$100,000).

Notice to the City of Changes:

Participants in the Program are required to provide advanced written notice to the City, and obtain approval of the City, of the following changes:

1. Changes to the System that involve replacing inverter(s) and/or solar panels that will cause an increase its GPR and/or annual production of kWh above what was represented in the certified signed and sealed statement from a licensed Florida Professional Engineer attesting to the maximum GPR and maximum annual electricity production for the System as submitted to obtain the Interconnection Agreement. The notice must be provided at least thirty (30) days prior to the work being performed to change the System. Depending on the change to be made, the City may require a new application, Interconnection Agreement and/or further documentation from the Customer prior to the work being performed.
2. Change in ownership of the System and Customer account. The notice must be provided prior to change in ownership or change to the account. The new owner will be required to apply to be a Program participant and enter a new Interconnection Agreement with the City.

Grandfathered Systems:

All rules and regulations set forth herein apply to all current and future Customers participating in the City's Net Metering Program, until otherwise amended. However, all Customers participating in the City's Net Metering Program as of April 30, 2019 (including those Customers who submitted a written application to their applicable permitting agency with necessary building plans to authorize the installation of a System as of April 30, 2019) shall be considered grandfathered into the Net Metering Program ("Grandfathered Systems") without a requirement that they make their Systems conform to the rules and regulations set forth herein which provide a limit on their System's annual production and GPR. However, if a Grandfathered System has an existing GPR of 10kW or more, the Grandfathered System is prohibited from increasing or expanding its existing GPR. Further, if a Grandfathered System has an existing annual production which exceeds the Customer's most recent actual annual energy consumption measured in kWh (AC), the Grandfathered System is prohibited from increasing or expanding its size and/or annual production.

The City reserves the right to require the Customer responsible for a Grandfathered System to install an external disconnect switch (at the Customer's expense) if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel, third parties and/or the public as it relates to the Customer's Grandfathered System. All

Customers with Grandfathered Systems shall be required to sign an Interconnection Agreement and are subject to all terms and conditions in the Interconnection Agreement and Applicable Laws except where specifically stated otherwise. Failure to sign an Interconnection Agreement by December 31, 2019 will result in the City discontinuing the Customer's participation in the City's Net Metering Program and disconnection of the Customer's System from interconnection with the City's System. The Customers with Grandfathered Systems are required to complete an application and submit all existing documentation on their System to the City for formal documentation of their Grandfathered System's annual production and GPR by December 31, 2019; however, a certified statement on the System's annual production from a Florida Professional Engineer is not required. The City may request further documentation from the Customer if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel and/or the public as it relates to the Customer's Grandfathered System. All other rules and regulations set forth herein shall be applicable to the Grandfathered Systems.

If a Customer with a Grandfathered System is removed from the Net Metering Program, the Grandfathered System will lose its grandfathered status. Participation in the Net Metering Program thereafter will require the Customer to bring the System into conformance with all requirements of the City's Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection.

Attachments:

Application

Interconnection Agreement

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: March 29th, 2022

DEPARTMENT: Electric Utility

TITLE:

First Amendment to LE Myers Work Order No. 7

SUMMARY:

This First Amendment to Work Order No. 7 authorizes The L.E. Myers Co., to complete additional construction services for the 7th Ave. North Circuits voltage conversion and storm hardening project in the amount not to exceed \$151,772.04.

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 March 25th, 2021, the City Commission approved Work Order No. 7 with The L.E. Myers Co., to complete storm hardening and voltage conversion for the 0702, 0703 & 0704 circuits.

The 7th Avenue North circuits 0702, 0703 and 0704 previously operated at 4kV and are supplied power from the 7th Avenue North substation. 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.

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 not identified during the design phase of the project and consisted of removal & installation of additional transformers at several locations, additional holes to be drilled in ductile iron poles, temporary re-configure feeder to provide power to customers and businesses, reconfigure installation of pad mounted transformer(s) and several areas which required pole framing changes. 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 \$151,772.

MOTION:

Move to approve/disapprove First Amendment to Work Order No. 7 to The L.E. Myers Co. to complete 7th Ave N circuits 0702, 0703, 0704 storm hardening and voltage conversion in the amount not to exceed \$151,772.04.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment to Work Order No. 7

FIRST AMENDMENT TO WORK ORDER NO. 7

Additional Construction Services for the 7th AVE N Circuits 0702, 0703 and 0704 Storm Hardening & Voltage Conversion

FIRST AMENDMENT to WORK ORDER NO. 7 for System Hardening and Reliability Improvements ("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 Circuits 0702, 0703 and 0704 Storm Hardening & Voltage Conversion (the "Project").

2.0 Scope

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

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Amendment shall be within **110** calendar days from the Effective Date of this Amendment. Final completion of all services and work (and all punch-list items (if any)) under this Amendment shall be within **120** calendar days from the Effective Date of this Amendment. The Effective Date of this Amendment is the date following the parties' execution of this Amendment and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Amendment, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Amendment and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Amendment and the Contract Documents are not completed within the times specified in this Amendment. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City 1 dollar (\$1.00) for each day that expires after the time specified in this Amendment.

4.0 Compensation

This **Amendment** is issued for a not to exceed amount of \$ 151,772.04 . The attached Change Order identifies all costs and expenses included in the lump sum, not to exceed amount.

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

5.0 Project Manager

The Project Manager for the Contractor is Raymond Richards, phone: 407-466-4663; email: RRichards@mygroup.com; and, the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: pnicholas@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 Amendment, the Contractor makes the following representations:

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

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

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

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

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

8.0 Warranty

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

7.0 Authorization

This First Amendment to Work Order No. 7 is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated May 15, 2018 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Work Order No. 7 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: **L.E. Myers Co.**

By: [Signature]

[Corporate Seal]

Print Name: RAYMOND RICHARDS

Title: SR. OPERATIONS MANAGER

STATE OF Florida
COUNTY OF Lake

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 2nd day of March 2022, by Raymond Richards, as the SR OPERATIONS MANAGER [title] of **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.

[Signature]
Notary Public Signature

Notary Seal:

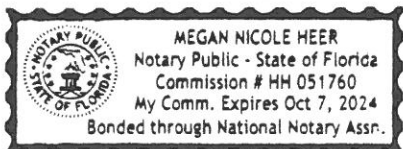


EXHIBIT "1"
Contractors Change Order



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

CHANGE ORDER

Project Number: SH2121 **Contractor:** The L.E. Myers Co.

Project Name: 7th AVE N Circuit Hardening & Voltage Conversion – 0702, 0703 & 0704


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:** 186131

Description of Change:

1. Additional work to Bodegon pad mounted stepdown transformer, install (1) one new pole location, two primary risers, underground pad mounted step-down transformer, and all misc. framing to accommodate a temporary feed to the OH 333kV bank on circuit 0702. The OH transformers were unavailable, so a temporary configuration was provided by The City of lake Worth. Price also includes removal activities.
2. Additional hole drilling, the existing pole framing specifications were changed. In addition to the framing changes, several pole locations were not pre-drilled to accommodate framing standards.
3. Additional work to temporary shoe-fly, set (1) one pole, installed (2) two spans of 1/0 AL, (2) two anchors and down guys, framed three poles. This change was due to a lack of underground transformers at locations 62.5 and 67.5. Our price includes removal of the temporary shoe-fly configuration.
4. Additional work to Burger King step-down, installed (1) one wood pole with DDE's, and installed (3) three step-down overhead transformers. The existing Burger King pad-mounted transformers were found to be overhead transformers in an enclosed box, therefore due to this surprise, a new design was created to eliminate the enclosed overhead transformers sitting on the ground. The proposed additional scope includes relocating the existing position of the Burger King transformer along with the primary



and secondary feeds. Time included in our original contract to replace the pad mounted transformer has been deducted from our proposal.

5. Additional work to 4kV-26kV various locations, replace (7) seven L.A.'s, (1) one tangent crossarm with insulators, and (2) two overhead transformers on the 0704 circuit. In addition, we will replace (1) one underground transformer and (7) seven primary riser arrestors on the 0702 circuit.
 6. Additional work to 26kV-4kV step-down transformers, install 3 wood double dead-end framed poles along with three 26kV-4kV step-down transformers on the 0704 circuit. These step-down transformer locations will keep French Ave. at 4kV until future conversion work is completed.
-

Change Order Log

Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
1	Additional work to Bodegon pad mounted stepdown transformer, install (1) one new pole location, two primary risers, underground pad mounted step-down transformer, and all misc. framing to accommodate a temporary feed to the OH 333kV bank on circuit 0702. The OH transformers were unavailable, so a temporary configuration was provided by The City of lake Worth. Price also includes removal activities.	1	LS	46,243.08	\$46,243.08
2	Additional hole drilling, the existing pole framing specifications were changed. In addition to the framing changes, several pole locations were not pre-drilled to accommodate framing standards.	1	LS	10,982.00	\$10,982.00
3	Additional work to temporary shoe-fly, set (1) one pole, installed (2) two spans of 1/0 AL, (2) two anchors and down guys, framed three poles. This change was due to a lack of underground transformers at locations 62.5 and 67.5. Our price includes removal of the temporary shoe-fly configuration.	1	LS	15,414.36	\$15,414.36
4	Additional work to Burger King step-down, installed (1) one wood pole with DDE's, and installed (3) three step-down overhead transformers. The existing Burger King pad-mounted transformers were found to be overhead transformers in an enclosed box, therefore due to this surprise, a new design was created to eliminate the enclosed overhead transformers sitting on the ground. The proposed additional scope includes relocating the existing position of the Burger King transformer along with the primary and secondary feeds. Time included in our original contract to replace the pad mounted transformer has been deducted from our proposal.	1	LS	38,545.90	\$38,545.90
5	Additional work to 4kV-26kV various locations, replace (7) seven L.A.'s, (1) one tangent crossarm with insulators, and (2) two overhead transformers on the 0704 circuit. In addition, we will replace (1) one underground transformer and (7) seven primary riser arrestors on the 0702 circuit.	1	LS	34,328.72	\$34,328.72
6	Additional work to 26kV-4kV step-down transformers, install 3 wood double dead-end framed poles along with three 26kV-4kV step-down transformers on the 0704 circuit. These step-down transformer locations will keep French Ave. at 4kV until future conversion work is completed.	1	LS	23,121.54	\$23,121.54
7	10% Discount				(\$16,863.56)
	Total Amount:				\$ 151,772.04

Price of Original Contract: \$3,576,775.09 (Commission Approved on 3/25/2021)

Current Price of Contract (including Change Orders): \$3,576,775.09

Price of Current Change Order: \$151,772.04

New Contract Price: \$3,728,547.13

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

Contract Time Change:

No Change Extended Decreased by 120 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: _____



The L.E. Myers Co.
24925 State Road 46
Sorrento, FL 32776
407-466-4663 Phone

Raymond Richards
Sr. Operations Manager

Equal Opportunity Employer

February 21st, 2022
Paul Nicholas
Engineering Manager
City of Lake Worth

RE: 0702, 0703, 0704, Circuit Voltage Conversions, CO#1.

Dear Paul:

Below you find our cost to complete for the out-of-scope work on the voltage conversions on circuits 0702, 0703, 0704. in. The L.E. Myers Co. shares the City's insistence and commitment to providing a safe working culture and environment for our employees and the public.

Additional Scope #1: Bodegon Pad Mounted Stepdown Transformer, Install (1) one new pole location, two primary risers, underground pad mounted step-down transformer, and all misc. framing to accommodate a temporary feed to the OH 333kV bank on circuit 0702. The OH transformers were unavailable, so a temporary configuration was provided by The City of lake Worth. Price also includes removal activities.

Additional Scope #2: Hole Drilling, The existing pole framing specifications were changed. In addition to the framing changes, several pole locations were not pre-drilled to accommodate framing standards.

Additional Scope #3: Temporary Shoe-Fly, Set (1) one pole, installed (2) two spans of 1/0 AL, (2) two anchors and down guys, framed three poles. This change was due to a lack of underground transformers at locations 62.5 and 67.5. Our price includes removal of the temporary shoe-fly configuration.

Additional Scope #4: Burger King Step-Down, Installed (1) one wood pole with DDE's, and installed (3) three step-down overhead transformers. The existing Burger King pad-mounted transformers were found to be overhead transformers in an enclosed box, therefore due to this surprise, a new design was created to eliminate the enclosed overhead transformers sitting on the ground. The proposed additional scope includes relocating the existing position of the Burger King transformer along with the primary and secondary feeds. Time included in our original contract to replace the pad mounted transformer has been deducted from our proposal.

Additional Scope #5: 4kV-26kV Various Locations, Replace (7) seven L.A.'s, (1) one tangent crossarm with insulators, and (2) two overhead transformers on the 0704 circuit. In addition, we will replace (1) one underground transformer and (7) seven primary riser arrestors on the 0702 circuit.

Additional Scope #6: 26kV-4kV Step-Down Transformers, Install 3 wood double dead-end framed poles along with three 26kV-4kV step-down transformers on the 0704 circuit. These step-down transformer locations will keep French ave. at 4kV until future conversion work is completed.

Total Lump Sum Price: \$168,635.60

-\$16,863.56 -10% Discount

After Discount \$151,772.04

Pricing Breakdown:

- 7th Ave. Substation
 - \$ 46,243.08 (Additional Scope #1)
 - \$ 10,982.00 (Additional Scope #2)
 - \$ 15,414.36 (Additional Scope #3)
 - \$ 38,545.90 (Additional Scope #4)
 - \$ 34,328.72 (Additional Scope #5)
 - \$ 23,121.54 (Additional Scope #6)

Additional Scope #1, Bodegon Pad Mount (0702)

Labor	\$ 37,547.58
Equipment	\$ 8,695.50
Grand Total	\$ 46,243.08

Labor	Hrs.	ST Rate	OT Rate	Total
GF	24/6	\$ 124.77	\$ 163.81	\$ 3,977.34
FM	48/12	\$ 120.56	\$ 158.30	\$ 7,686.48
JL	48/12	\$ 107.66	\$ 141.35	\$ 6,863.88
JL	48/12	\$ 107.66	\$ 141.35	\$ 6,863.88
AP-5	48/12	\$ 95.33	\$ 125.18	\$ 1,906.60
AP-5	48/12	\$ 95.33	\$ 125.18	\$ 6,078.00
Total				\$37,547.58

Equipment	Hrs.	Rate	Total
55' Bucket	60	\$ 40.98	\$ 2,458.80
55' Bucket	60	\$ 40.98	\$ 2,458.80
Digger	60	\$ 32.53	\$ 1,951.80
Pole Trailer	60	\$ 5.95	\$ 357.00
Pick-up	60	\$ 10.73	\$ 643.80
Pick-up	30	\$ 10.73	\$ 321.90
Air Comp.	60	\$ 5.92	\$ 355.20
Mat. Trailer	60	\$ 2.47	\$ 148.20
Total			\$ 8,695.50

Additional Scope #2, Hole Drilling (0704)

Price/Hole:	¾ of a Manhour
Hourly JL Rate:	\$ 107.66
75% of HL Rate:	\$ 80.75

Loc.	Holes Drilled	Unit Rate	Total	Loc.	Holes Drilled	Unit Rate	Total
5	8	\$ 80.75	\$ 646.00	19	2	\$ 80.75	\$ 161.50
6	4	\$ 80.75	\$ 322.00	21	5	\$ 80.75	\$ 403.75
7	6	\$ 80.75	\$ 484.50	23	5	\$ 80.75	\$ 403.75
8	8	\$ 80.75	\$ 646.00	24	3	\$ 80.75	\$ 242.25
9	4	\$ 80.75	\$ 322.00	26	3	\$ 80.75	\$ 242.25
10	3	\$ 80.75	\$ 242.25	27	1	\$ 80.75	\$ 80.75
11	8	\$ 80.75	\$ 646.00	28	4	\$ 80.75	\$ 322.00
12	5	\$ 80.75	\$ 403.75	29	7	\$ 80.75	\$ 565.25
13	2	\$ 80.75	\$ 161.50	30	5	\$ 80.75	\$ 403.75
14	8	\$ 80.75	\$ 646.00	31	8	\$ 80.75	\$ 646.00
15	3	\$ 80.75	\$ 242.25	32	9	\$ 80.75	\$ 726.75
16	3	\$ 80.75	\$ 242.25	34	8	\$ 80.75	\$ 646.00
17	3	\$ 80.75	\$ 242.25	35	8	\$ 80.75	\$ 646.00
18	3	\$ 80.75	\$ 242.25				
Total							\$10,982.00

Additional Scope #3, Temporary Shoe-fly (0704)

Labor	\$ 12,515.86
Equipment	\$ 2,898.50
Grand Total	\$ 15,414.36

Labor	Hrs.	ST Rate	OT Rate	Total
GF	8/2	\$ 124.77	\$ 163.81	\$ 1,325.78
FM	16/4	\$ 120.56	\$ 158.30	\$ 2,562.16
JL	16/4	\$ 107.66	\$ 141.35	\$ 2,287.96
JL	16/4	\$ 107.66	\$ 141.35	\$ 2,287.96
AP-5	16/4	\$ 95.33	\$ 125.18	\$ 2,026.00
AP-5	16/4	\$ 95.33	\$ 125.18	\$ 2,026.00
Total				\$12,515.86

Equipment	Hrs.	Rate	Total
55' Bucket	20	\$ 40.98	\$ 819.60
55' Bucket	20	\$ 40.98	\$ 819.60
Digger	20	\$ 32.53	\$ 650.60
Pole Trailer	20	\$ 5.95	\$ 119.00
Pick-up	20	\$ 10.73	\$ 214.60
Pick-up	10	\$ 10.73	\$ 107.30
Air Comp.	20	\$ 5.92	\$ 118.40
Mat. Trailer	20	\$ 2.47	\$ 49.40
Total			\$ 2,898.50

Additional Scope #4, Burger King Transformer (0704)

Labor	\$ 31,289.65
Equipment	\$ 7,246.25
Grand Total	\$ 38,535.90

Labor	Hrs.	ST Rate	OT Rate	Total
GF	20/5	\$ 124.77	\$ 163.81	\$ 3,314.55
FM	40/10	\$ 120.56	\$ 158.30	\$ 6,405.40
JL	40/10	\$ 107.66	\$ 141.35	\$ 5,719.90
JL	40/10	\$ 107.66	\$ 141.35	\$ 5,719.90
AP-5	40/10	\$ 95.33	\$ 125.18	\$ 5,065.00
AP-5	40/10	\$ 95.33	\$ 125.18	\$ 5,065.00
Total				\$31,289.65

Equipment	Hrs.	Rate	Total
55' Bucket	50	\$ 40.98	\$ 2,049.00
55' Bucket	50	\$ 40.98	\$ 2,049.00
Digger	50	\$ 32.53	\$ 1,626.50
Pole Trailer	50	\$ 5.95	\$ 297.50
Pick-up	50	\$ 10.73	\$ 536.50
Pick-up	50	\$ 10.73	\$ 268.25
Air Comp.	50	\$ 5.92	\$ 296.00
Mat. Trailer	50	\$ 2.47	\$ 123.50
Total			\$ 7,246.25

Additional Scope #5, 4kV-26kV Various Locations (0704, 0702)

Labor	\$ 25,031.72
Equipment	\$ 5,797.00
M.O.T.	\$ 3,500.00
Grand Total	\$ 34,328.72

Labor	Hrs.	ST	OT	Total
GF	16/4	\$ 124.77	\$ 163.81	\$ 2,651.56
FM	32/8	\$ 120.56	\$ 158.30	\$ 5,124.32
JL	32/8	\$ 107.66	\$ 141.35	\$ 4,575.92
JL	32/8	\$ 107.66	\$ 141.35	\$ 4,575.92
AP-5	32/8	\$ 95.33	\$ 125.18	\$ 4,052.00
AP-5	32/8	\$ 95.33	\$ 125.18	\$ 4,052.00
Total				\$25,031.72

Equipment	Hrs.	Rate	Total
55' Bucket	40	\$ 40.98	\$ 1,639.20
55' Bucket	40	\$ 40.98	\$ 1,639.20
Digger	40	\$ 32.53	\$ 1,301.20
Pole Trailer	40	\$ 5.95	\$ 238.00
Pick-up	40	\$ 10.73	\$ 429.20
Pick-up	20	\$ 10.73	\$ 214.60
Air Comp.	40	\$ 5.92	\$ 236.80
Total			\$ 5,797.00

Sub	Days	Rate	Total
M.O.T.	2	\$1,750.00	\$3,500.00

Additional Scope #6, 26kV-4kV Step-Down Transformers (0704)

Labor	\$ 18,773.79
Equipment	\$ 4,347.75
Grand Total	\$ 23,121.54

Labor	Hrs.	ST	OT	Total
GF	12/3	\$ 124.77	\$ 163.81	\$ 1,988.67
FM	24/6	\$ 120.56	\$ 158.30	\$ 3,843.24
JL	24/6	\$ 107.66	\$ 141.35	\$ 3,431.94
JL	24/6	\$ 107.66	\$ 141.35	\$ 3,431.94
AP-5	24/6	\$ 95.33	\$ 125.18	\$ 3,039.00
AP-5	24/6	\$ 95.33	\$ 125.18	\$ 3,039.00
Total				\$18,773.79

Equipment	Hrs.	Rate	Total
55' Bucket	30	\$ 40.98	\$ 1,229.40
55' Bucket	30	\$ 40.98	\$ 1,229.40
Digger	30	\$ 32.53	\$ 975.90
Pole Trailer	30	\$ 5.95	\$ 178.50
Pick-up	15	\$ 10.73	\$ 160.95
Pick-up	30	\$ 10.73	\$ 321.90
Air Comp.	30	\$ 5.92	\$ 177.60
Total			\$ 4,347.75

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

Sincerely,
The L. E. Myers Co.



Raymond Richards
Sr. Operations Manager



EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: March 29, 2022

DEPARTMENT: Electric Utility

TITLE:

Work Order No. 2 with Hooper Corp., for the Main Substation bus insulator and switch replacement project

SUMMARY:

Work Order No. 2 authorizes Hooper Corp., to complete replacement of insulators and switches at the City's Main Substation in the amount not to exceed \$275,000. 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:

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.

The scope of work for this project includes the modification & separation of the East and West bus, the replacement of old insulators & old disconnect switches, the installation of animal protection guards, and the installation of motor operated bus switches. Installation of the motor operated switches will enable operators to segment or isolate the east and west bus as needed to complete future maintenance and to facilitate installation of the new Main Substation Control House. Hooper Corp. will provide all labor, equipment and ancillary materials required to complete the project at a cost not to exceed \$275,000.

MOTION:

Move to approve/disapprove Work Order No. 2 with Hooper Corp. to complete the Main Substation bus insulator and switch replacement project in the amount not to exceed \$275,000.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order No. 2

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
WORK ORDER NO. 2
Main Substation 26.4kV BUS Insulator Replacement Project**

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: **Main Substation 26.4kV BUS Insulator Replacement** (the “Project”). The Project is more specifically described in the proposal prepared by **The Hooper Corp.**, dated **January 25, 2022** and plans prepared by City of Lake Worth Beach 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 **60** calendar days from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **80** 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 not to exceed amount of \$275,000.00. 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: Insulators, hook-stick disconnects, motor –operators and switches.

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:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

Hooper Corp.



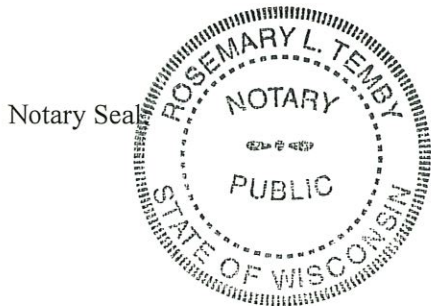
By: G. Jacob Davie

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 10th day of March, 2022, by G. Jacob 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. Temby
Notary Public Signature
My Commission Expires: 2/1/2023

EXHIBIT "1"
Contractors Proposal



January 25, 2022

Warner Patterson
Transmission and Substation Engineering
City of Lake Worth Beach
1900 2nd Ave North
Lake Worth, FL 33461
Office: 561-586-1629

E-Mail: Warner Patterson wpatterson@LakeWorthBeachfl.gov

RE: Main Substation 26.4kV Bus Insulator Replacement

We are pleased to submit our **NOT TO EXCEED** quotation in the amount of **Two Hundred Seventy Five Thousand Dollars (\$ 275,000.00)**, to provide the required materials, labor and equipment for the replacement of Insulators and Switches at the Main Substation for the above referenced projects based on the information provided.

Our quotation is based on the following Scope:

- Main Substation 26.4kV Bus Insulator Replacement Scope of Work Rev. 5 /17/2022

Work can start immediately upon receipt of authorization to proceed.

Thank you for the opportunity of quoting this project for you. If you have any questions or comments regarding this quotation do not hesitate to contact me.

Best regards,

Omar Delgado
Project Manager
Electrical Power Division - Florida



Main Substation 26.4kV Bus Insulator Replacement

Scope of Work

Rev. 5

2/17/2022

Requested by:

David Martyniuk
Substation Engineer | Electric Utilities Department
City of Lake Worth Beach
1900 2nd Ave North
Lake Worth, FL 33461
Office: 561-586-1629
Mobile: 561-800-7248
Email: dmartyniuk@lakeworthbeachfl.gov
www.lakeworthbeachfl.gov

Overview:

This proposal is for the modification & separation of the East and West bus, the replacement of old insulators & old disconnect switches, the installation of animal protection, and the installation of motor operated bus switches. Installing the motor operated switches at the start of the project will allow for segmenting the bus to eliminate the need for energized bus modifications. Working in proximity of energized bus will be required. Cover up will be needed. Lake Worth Beach Electric Utility would like a price to complete work as scoped herein on a per unit bases. Maximum fault current 7.6kA. The bus is protected by overcurrent relaying with 60 cycle delay. Differential protection is not present.

Project will be completed in steps. The steps are listed and illustrated in this document below.

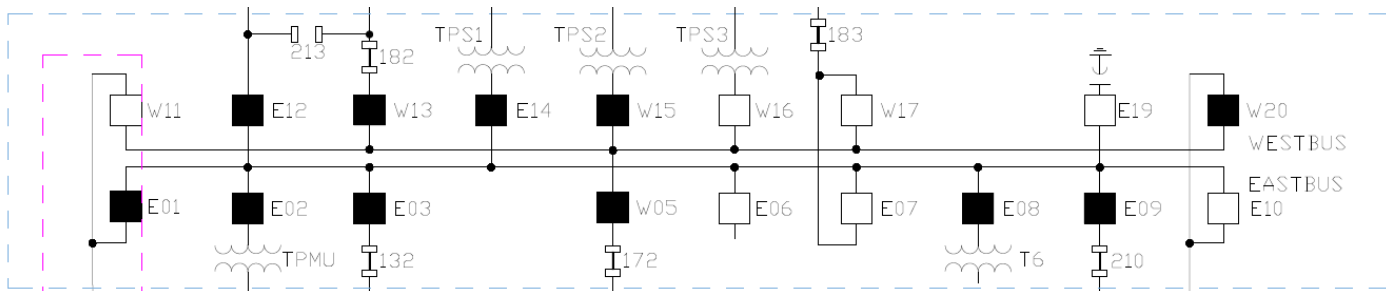


Figure 1: Existing One Line of the 26.4kV bus.



Figure 2: Aerial Image of Main yard substation. Red indicating the 26.4kV bus area.

All phasing shall be made to LWBEU phasing standard.

- Buses running north to south, the east most phase is Phase A and the west most phase is Phase C.
- Buses running east to west, the north most phase is Phase A and the south most phase is Phase C.

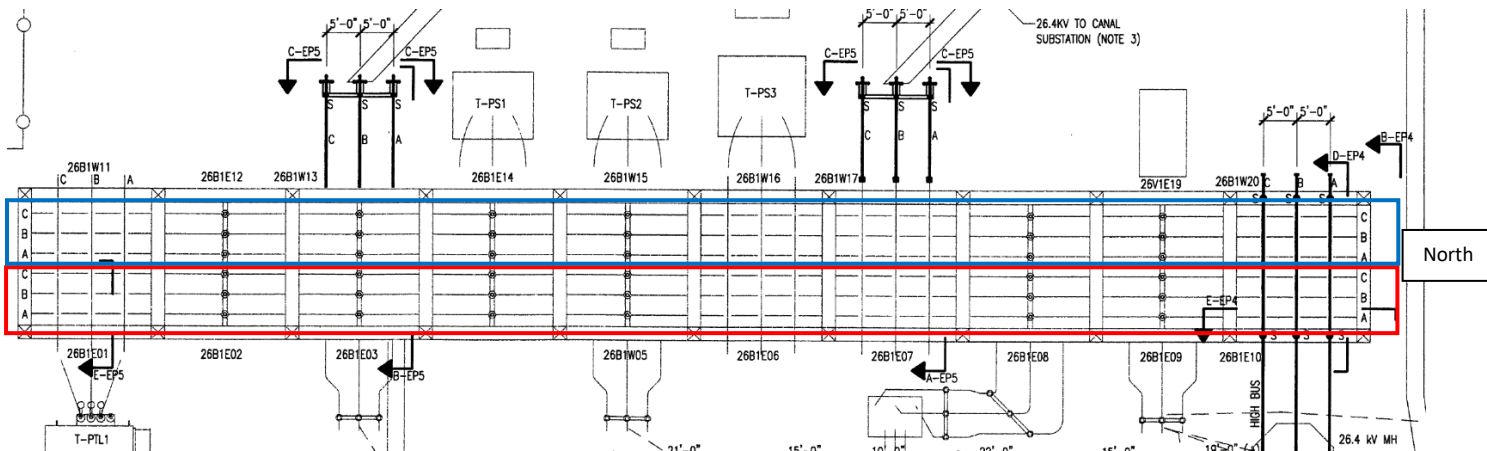


Figure 3: Structural Bus Layout (East)(West)



Figure 4: View from North side of structure, example of bus insulators to be replaced



Figure 5: Example of disconnect switches to be replaced

Step 1: West Bus Motor Operated Switch Installation

The West bus will be deenergized by LWBEU, see Figure 6.

Contractor to install complete switch and motor assemblies at the two segmenting sections of the north (R7) and south (R15) of the West Bus, see Figure 6. See Figures 7, 8, & 9 for illustrations of complete switch and motor assembly installation. Installation will require modification and removal of existing bus, insulators, & switches. Bus modifications will be performed in proximity to the energized East bus. Cover up will be needed. Motors for the switches will not have power available and will need to be cranked open and closed manually.

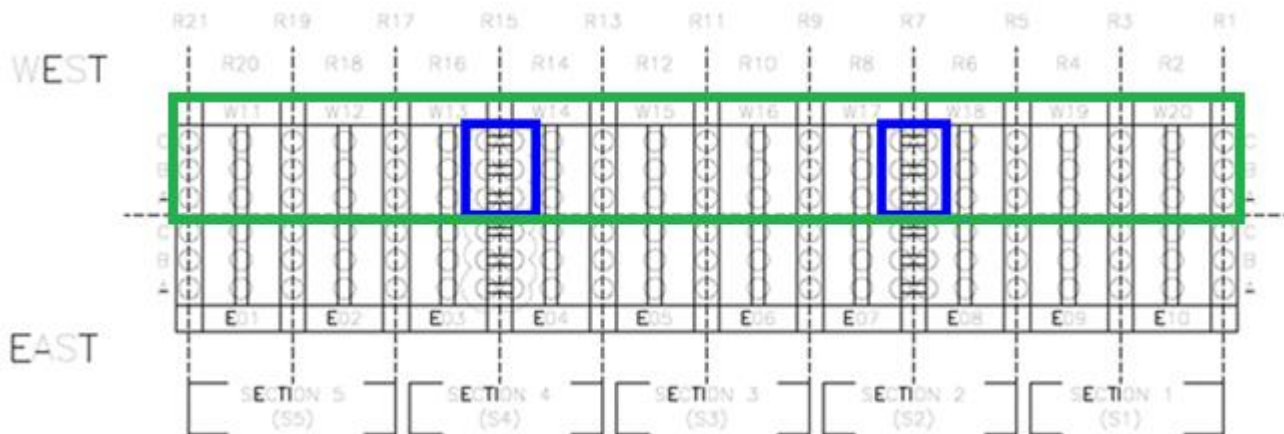


Figure 6: West Bus Sectionalizing Switch Addition

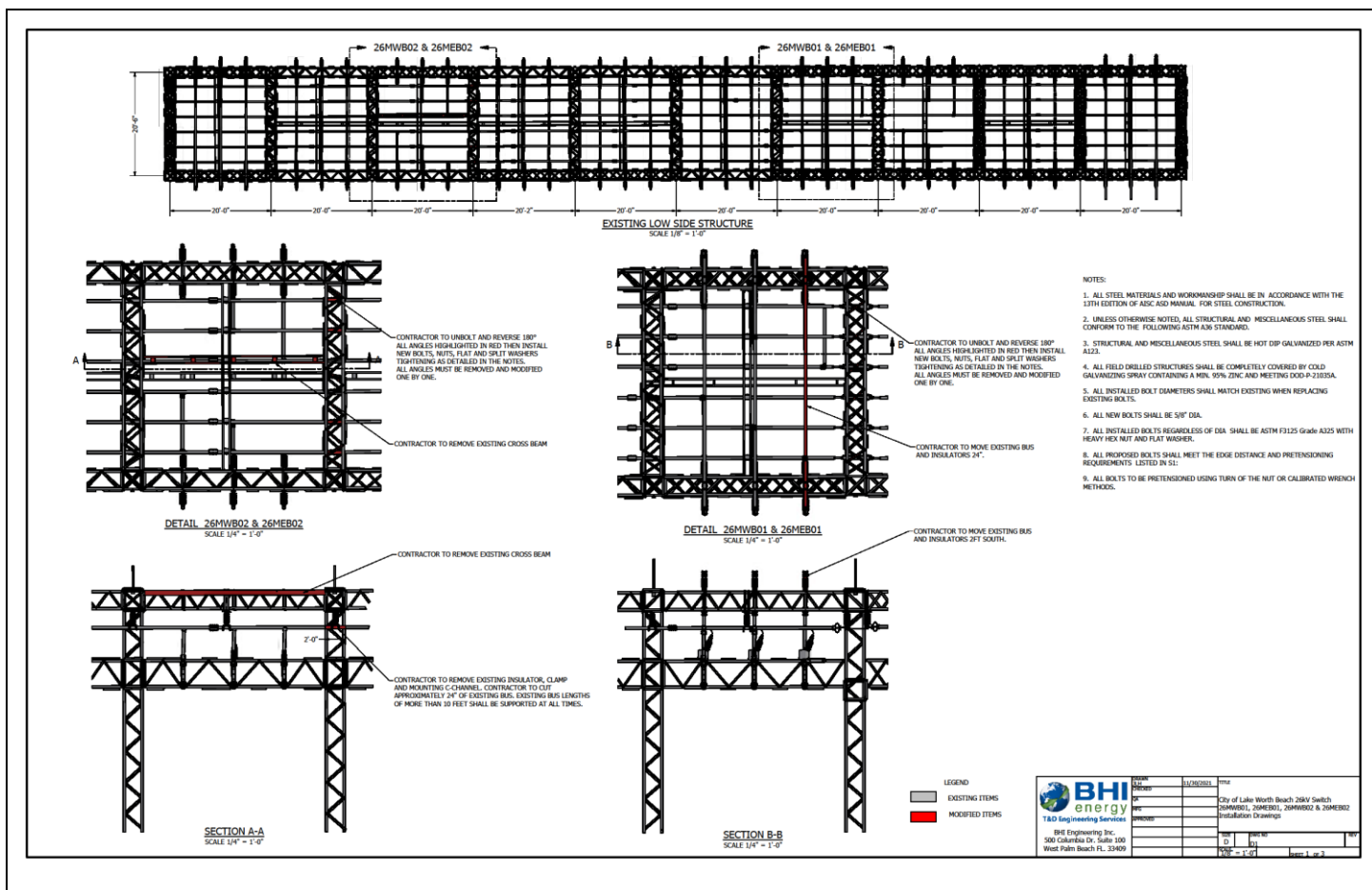


Figure 7: Main Bus

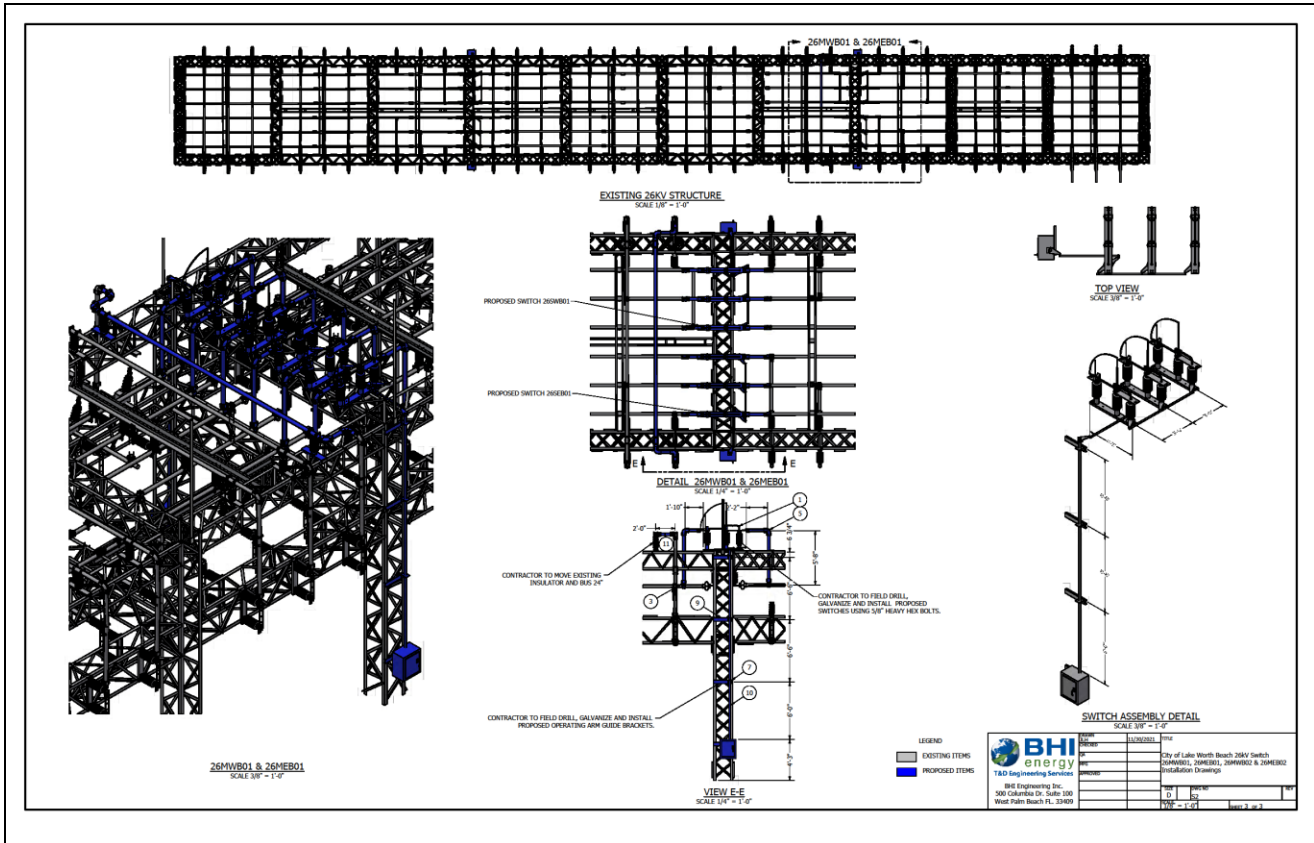


Figure 8: Bus 1 East & West Switches

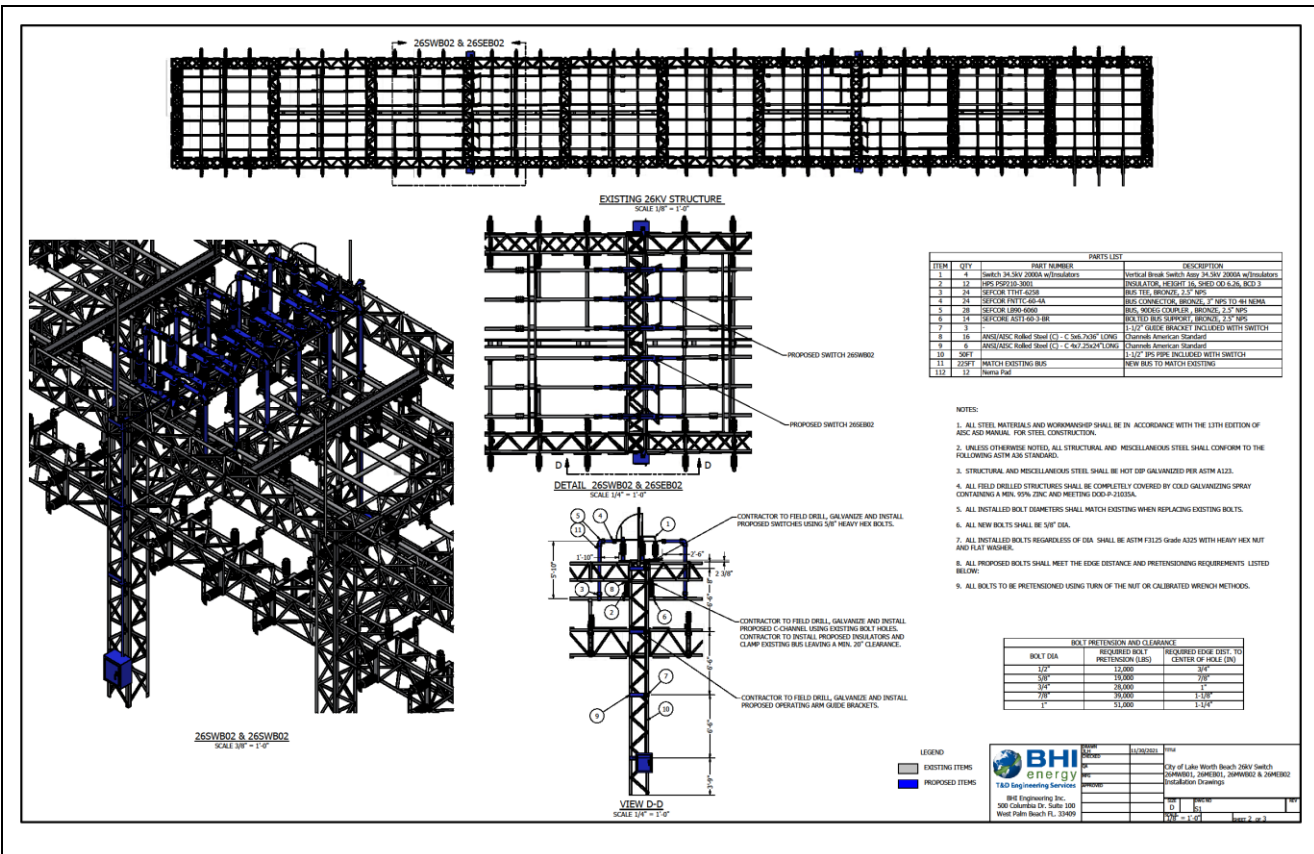


Figure 9: Bus 2 East & West Switches

Step 2: East Bus Motor Operated Switch Installation

LWBEU will energize the West and return it to service. LWBEU will deenergize the East bus, see Figure 10.

Contractor to install complete switch and motor assemblies at the two segmenting sections of the north (R7) and south (R15) of the East Bus, see Figure 10. See Figures 7, 8, & 9 for illustrations of complete switch and motor assembly. Installation will require modification and removal of existing bus and insulators. Bus modifications will be performed in proximity to the energized West bus. Cover up will be needed. Motors for the switches will not have power available and will need to be cranked open and closed manually.

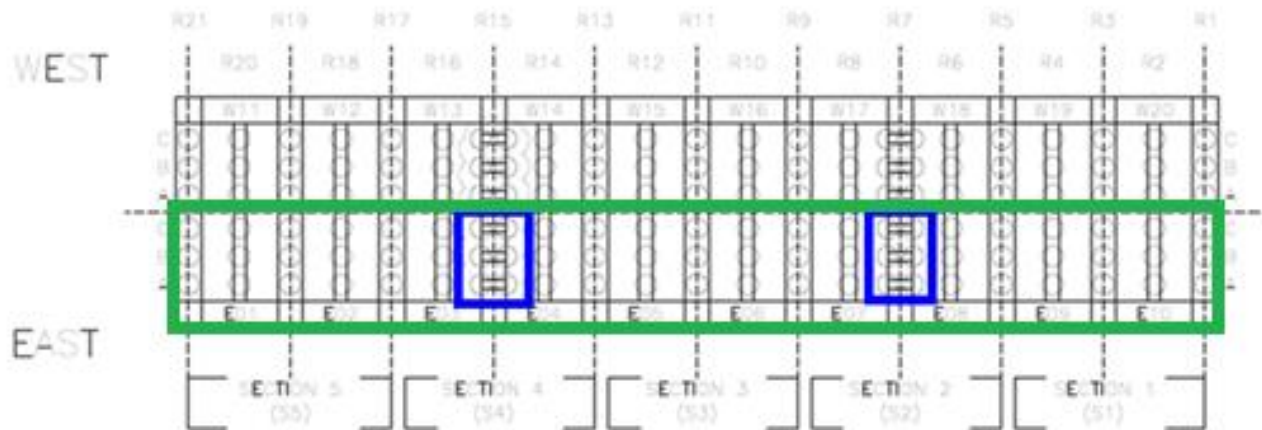


Figure 10: East Bus Sectionalizing Switch Addition

Step 3: North Bus Segmentation, Northwest & Northeast

The northeast and northwest bus portions will be segmented and de-energized by LWBEU, see Figure 11. This step will require a power plant outage. A minimum of one week of notice is required.

- Contractor to remove E19 from East bus and connect E19 to West bus. E19 will become W19, see Figure 12.
- Contractor will replace bus insulators and disconnect switches between sections R1 – R7, see Figure 10. W20 & E10 disconnect switches will not be replaced.
- Contractor to install animal protection on all disconnect switches.

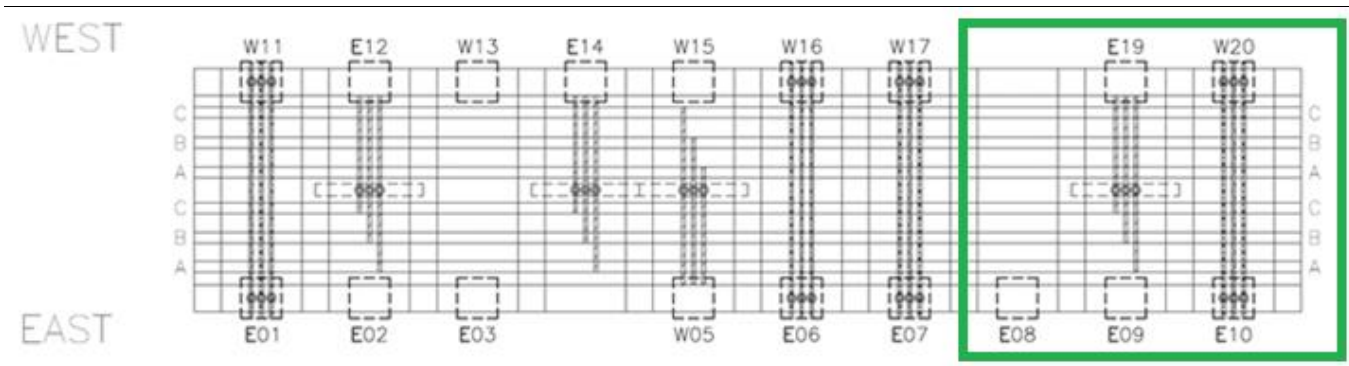


Figure 11: 26kV Bus North Segmentation

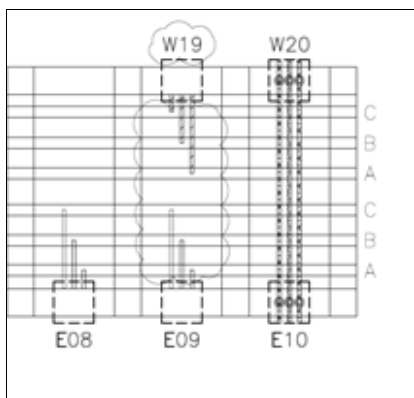


Figure 12: Represents completion of Step 3

Step 4: Center Bus Segmentation, Central West & Central East

The Central bus portion will be segmented and deenergized by LWBEU, see Figure 13. This step will require a power plant outage. A minimum of one week of notice is required. Due to loading limitation, work will be prioritized in order to place the Central West bus back to an energized state ahead of the Central East bus. To reiterate, this step is highly dependent on system loading conditions. Contract will need to be flexible, i.e. willing to work during the night when load is low.

- Contractor to cut and remove the bus connecting W05 to West bus.
- Contractor will cut and remove crossover bus connection between breakers W16 & E06 to obtain separation, see Figure 13. & Figure 14.
- Contractor to cut and remove the bus connecting E14 to East bus.
- Contractor to connect E14 to West bus. E14 will become W14. see Figure 14.
- Contractor will replace West bus insulators and disconnect switches between sections R7 – R15, see Figure 10. W17 disconnect switches will not be replaced.

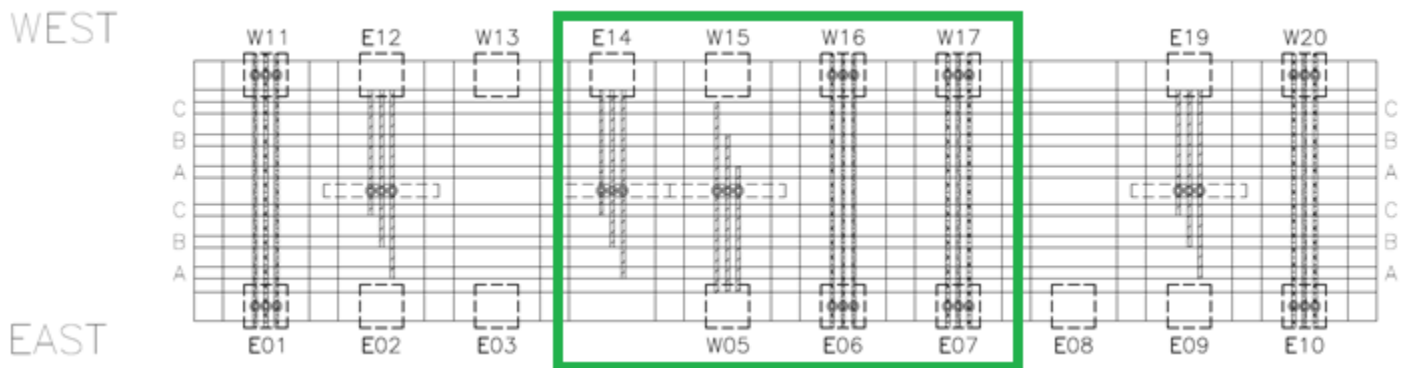


Figure 13: Center 26kV Bus Section Segmentation

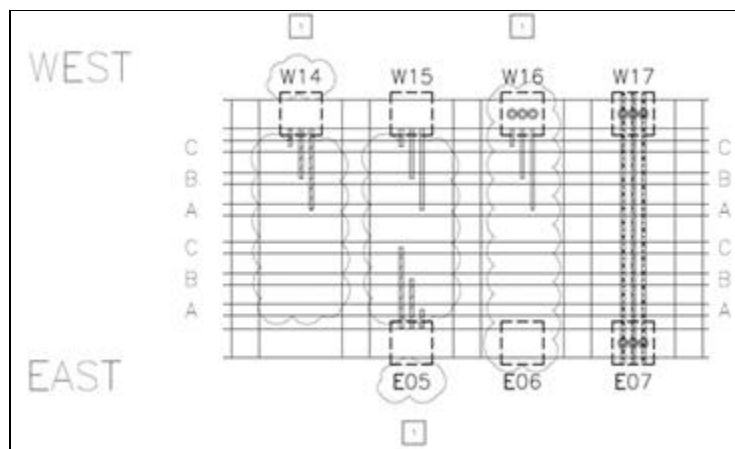


Figure 14: Represents completion of Steps 4 & 5

Step 5: Center East Bus Segmentation

The Central West bus portion will be energized and returned to service by LWBEU. The Central East Bus will remain segmented and deenergized, see Figure 15. Cover up may be needed.

- Contractor to connect W05 to East bus. W05 will become E05, see Figure 14.
- Contractor to connect E06 to East bus, see Figure 14.
- Contractor will replace East bus insulators and disconnect switches between sections R7 – R15, see Figure 10. E07 disconnect switches will not be replaced.
- Contractor to install animal protection on all Central disconnect switches.

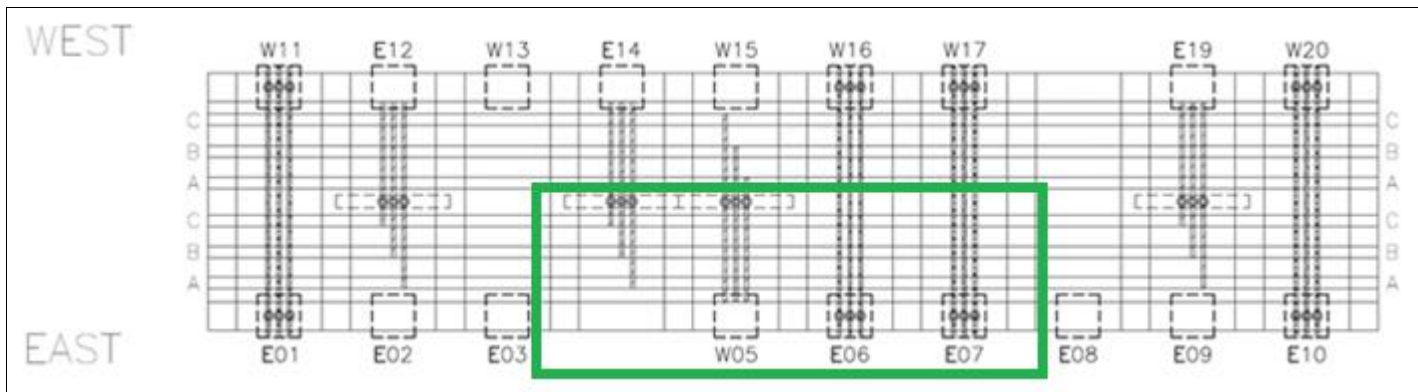


Figure 15: Center West 26kV Bus Segmentation

Step 6: South East Segmentation

The South East bus portion will be segmented and deenergized by LWBEU, see Figure 16. This step will require a power plant outage. A minimum of one week of notice is required.

- Contractor to cut and remove bus connecting E12 to East bus, see Figure 17.
- Contractor will replace all East bus insulators and disconnect switches between sections R15 – R21, see Figure 10.
- Contractor to install animal protection on all East bus disconnect switches.

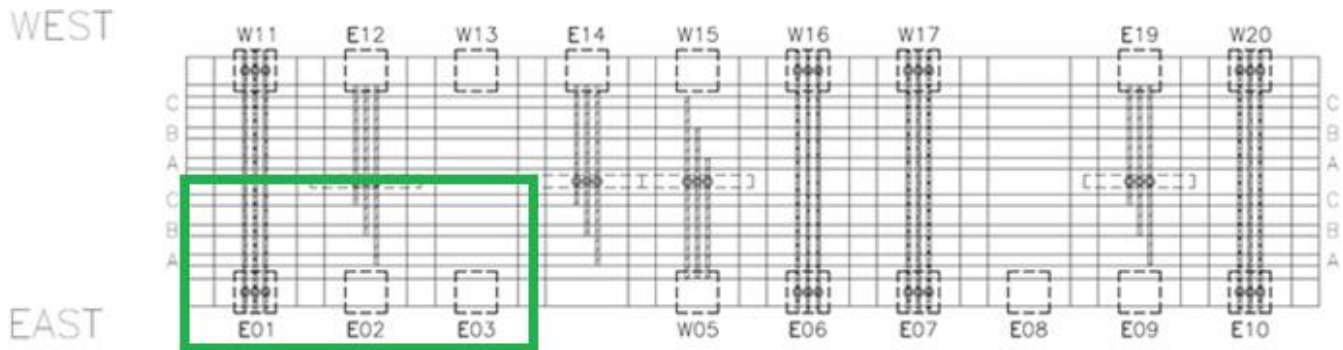


Figure 16: South East 26kV Bus Segmentation

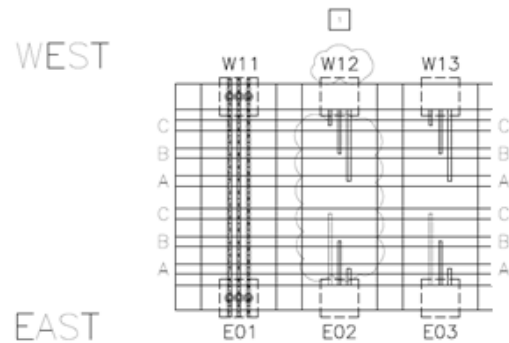


Figure 17: Represents completion after Steps 6 & 7

Step 7: South West Segmentation

The South West bus portion will be segmented and deenergized by LWBEU, see Figure 18.

- Contractor to connect E12 to West bus. E12 will become W12, see Figure 17.
- Contractor will replace West bus insulators and disconnect switches between sections R15 – R21, see Figure 10. W11 & E01 disconnect switches will not be replaced.
- Contractor to install animal protection on all West bus disconnect switches.

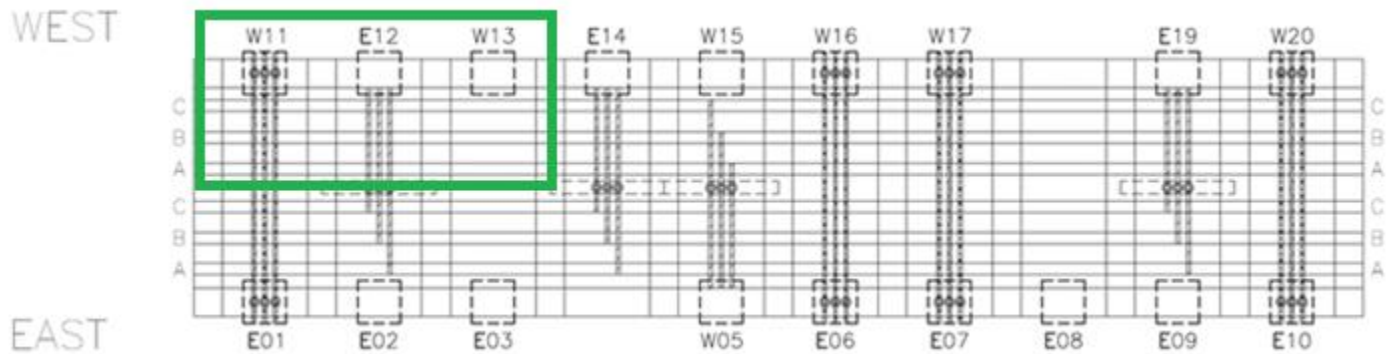


Figure 18: South West 26kV Bus Segmentation

LWBEU Supplied Material

- 35kV Bus Insulator
 - Maclean Catalog #NPP20XG13S



Cap and Pin Replacement Station Posts

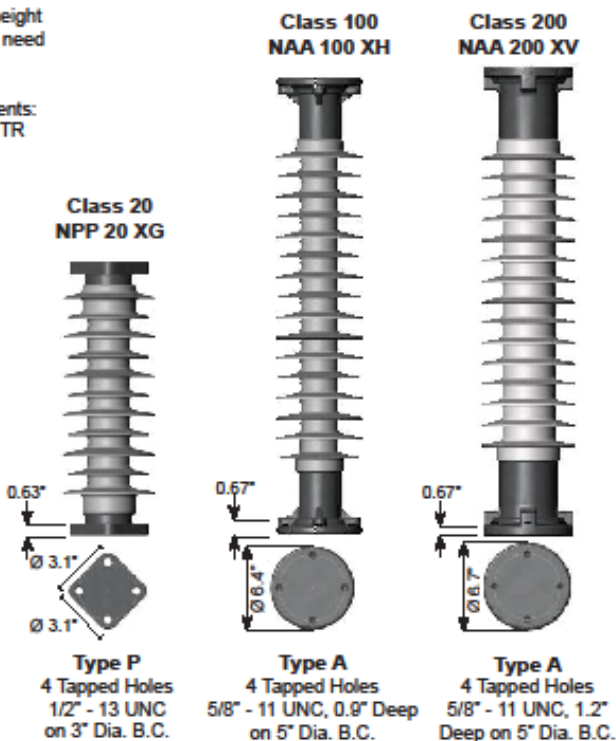
Cap and Pin Insulator Replacement Insulators

For many years, substations were constructed using porcelain cap and pin insulators. Many of these substations are now reaching an age where the cap and pin designs have problems and need to be replaced. Many utilities using the cap and pin designs have experienced failures in service in which the insulators separate and come apart. By stacking multiple cap and pins on top of each other to get the required insulation voltage, this meant there were multiple joints to allow separation and failure. These failures can usually be attributed to cement growth.

As a result of age problems, many utilities have now found the need to replace the old cap and pin style insulators. A major problem has been that cap and pin insulators were generally a different height from the current station posts being used today. To solve this problem, MacLean Power Systems has developed a series of silicone insulators that are the one piece units that are direct height replacements for the old cap and pin designs. This means no need to adjust bus or switches.

Advantages of using MacLean Silicone Cap and Pin Replacements:

- Direct height replacement for porcelain cap and pin TR numbers in ANSI C-29.8
- Lighter weight one piece designs
- Assembly cost savings
- Superior contamination performance from silicone
- Superior seismic performance
- Damage resistant



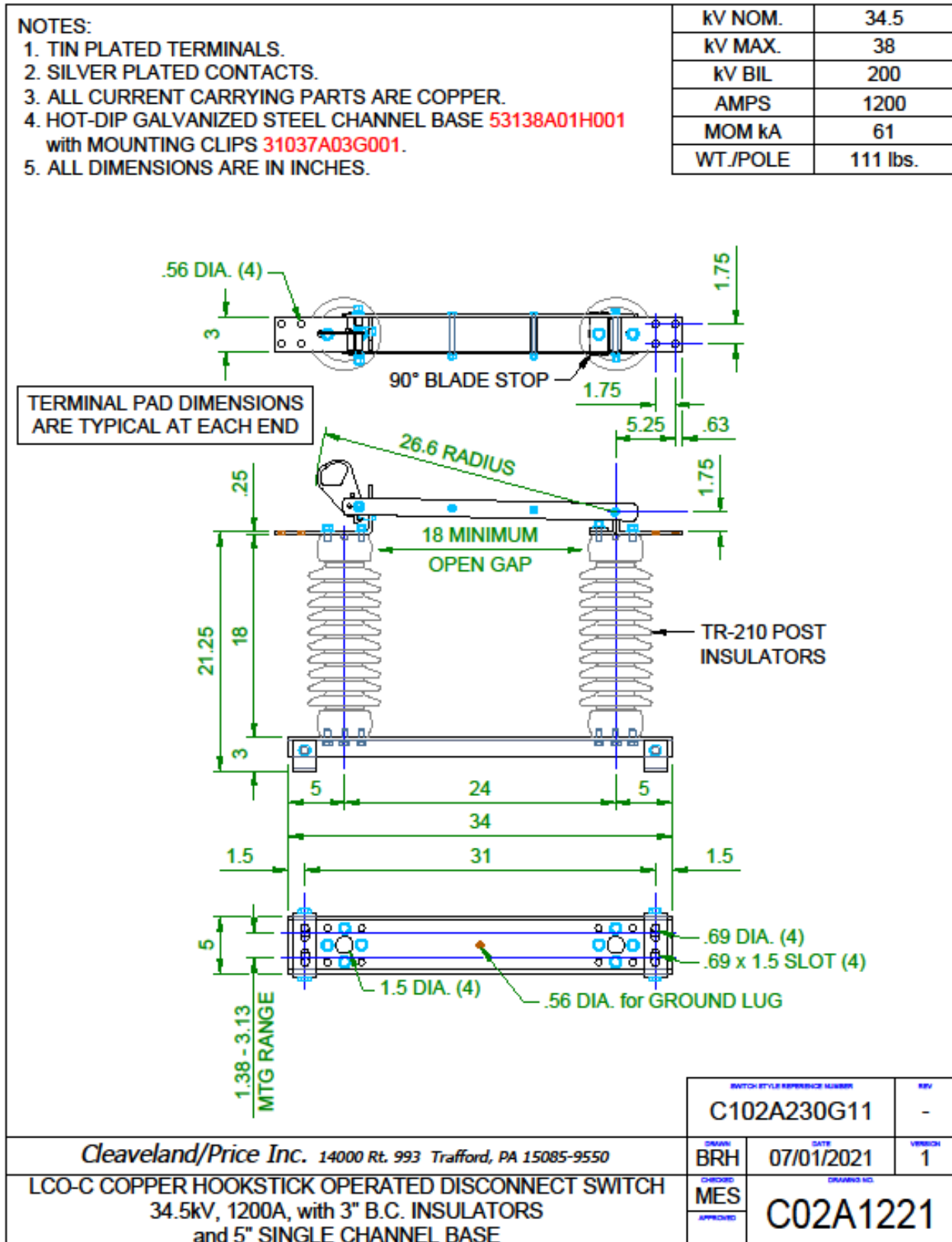
TR No.	Catalog No.	Voltage	Height	SML (lbs)	Leakage	Top BC	Bottom BC
4	NPP20XG078	15	10	2000	14.6	3" tapped	3" tapped
7	NPP20XG088	23	12	2000	26.0	3" tapped	3" tapped
10	NPP20XG138	35	15	2000	38.0	3" tapped	3" tapped
18	NPP20XG268	69	29	1500	70.0	3" tapped	3" tapped
68	NPA100XH168	69	29	4552	70.0	5" tapped	5" thru
Special	NPA100XH2880-121	115	40	3150	106.0	5" tapped	5" thru
18	NPA100XH2880	115	43.5	2800	106.0	5" tapped	5" thru
173	NAAXV2380	115	43.5	7100	94.0	5" tapped	5" tapped
26	NPA100XH3380	138/161	58	2000	157.0	5" tapped	5" thru
123/174	NAAXV3180	138/161	58	5550	131.0	5" tapped	5" tapped
176	NAA200XV4081	161/230	72.5	4400	180.0	5" tapped	5" tapped
178	NAA200XV6081	230	87	3600	216.0	5" tapped	5" tapped
Special	NPA100XH4781	230	80	1600	216.0	5" tapped	5" thru

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 Issued: May 2010
 Supercedes: n/a

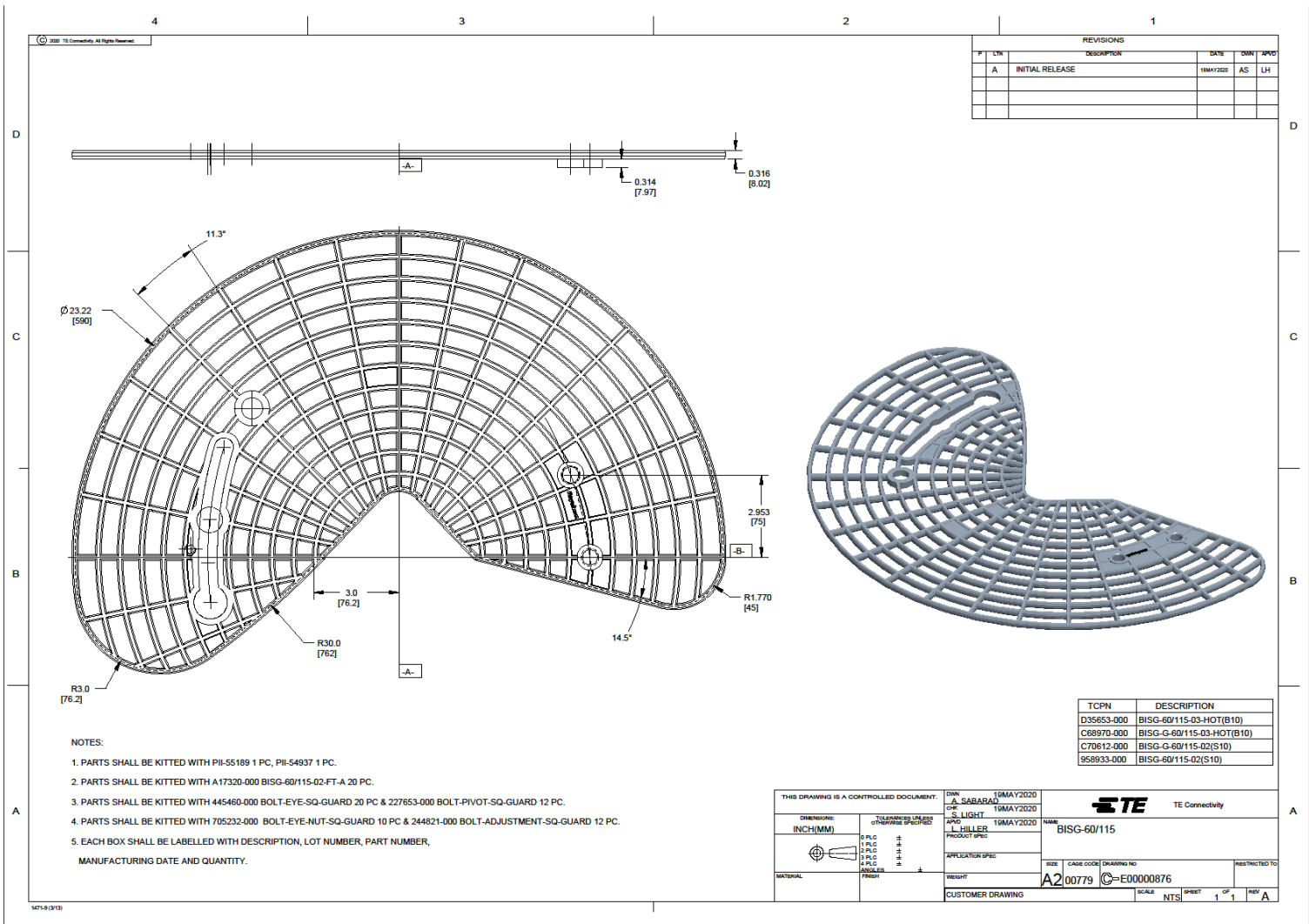
IN-64

11411 Addison Avenue, Franklin Park, IL 60131
 T: 847.455.0014 F: 847.455.0029
 www.macleainpower.com

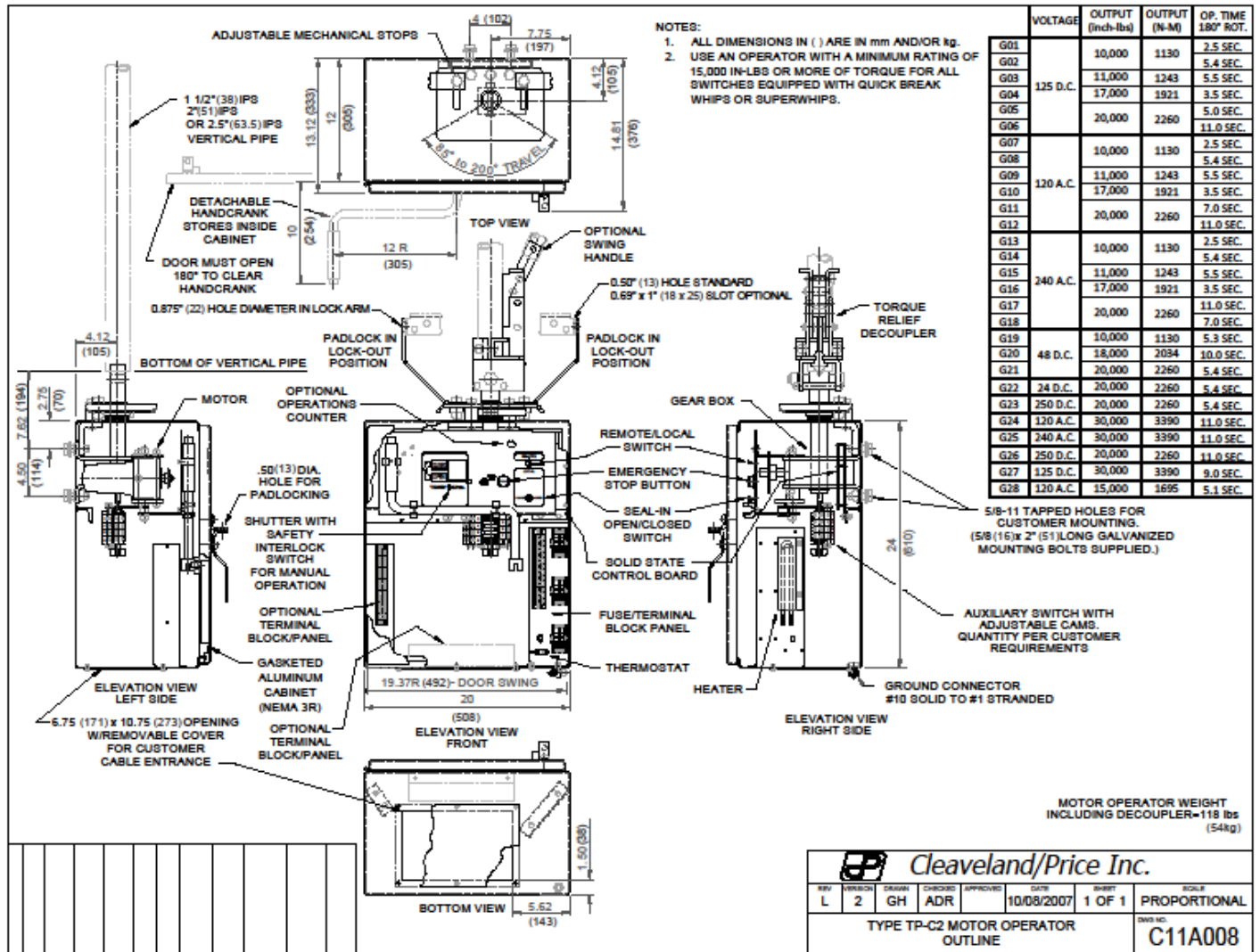
- 34.5kV, 1200A, Disconnect Switch with mounting Bracket
 - Cleveland Price Style# C102A230G11



- Disconnect Switch Animal Protection Guard
 - TE Connectivity Part# BISG-G-60/115-02

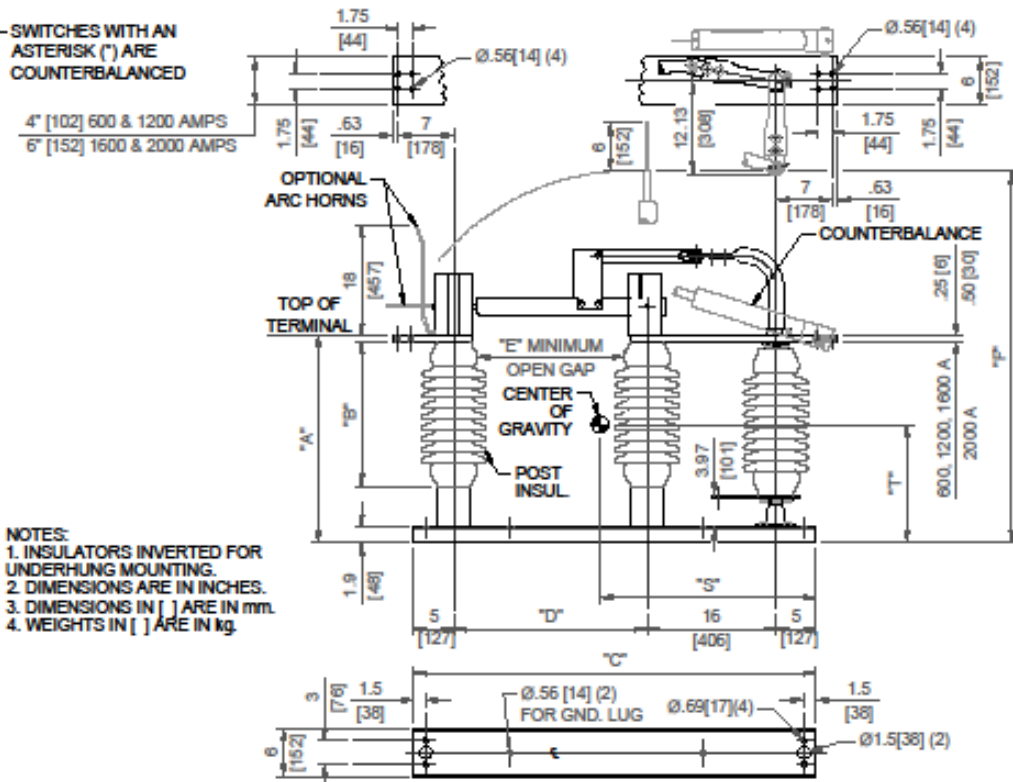


- Type-C2 Motor operated Assembly
 - Cleveland Price Group #G001



- 34.5kV, 2000A, Vertical Breaker Disconnect Switch, Type V2-c
 - Cleveland Price Group #G16

GROUP NO.	RATINGS					POST INSUL NEMA TR#	DIMENSIONS IN INCHES MILLIMETERS SHOWN IN ITALICS								WEIGHT/POLE (INCL. INSUL.)					
	kV NOM.	kV MAX.	kV BIL.	AMPS	kA MOM.		"A"	"B"	"C"	"D"	"E"	"F"	"S"	"T"	LBS	kg				
G01	7.2	8.3	95	600	40	202	14.88	7.5	41	15	7	34.39	20.07	10.25	121	54.9				
G02				1200	61		[373]					[525]	[270]	127	57.6					
G03				1800	70		[536]					[281]	135	61.2						
G04				2000	100		[379]					[542]	[299]	157	71.2					
G05	14.4	15.5	110	600	40	205	17.18	10	41	15	10	38.89	20.14	11.50	138	62.6				
G06				1200	61		[436]					[254]	[381]	[254]	[937]	[525]	[302]	144	65.3	
G07				1800	70		[443]					[1041]	[381]	[254]	[534]	[313]	152	68.9		
G08				2000	100		[443]					[1041]	[381]	[254]	[540]	[334]	173	78.5		
G09	23	27	150	600	40	208	21.18	14	50	24	12	49.89	23.18	13.12	171	77.6				
G10				1200	61		[538]					[356]	[1270]	[610]	[305]	[1267]	[605]	[344]	178	80.7
G11				1800	70		[544]					[1270]	[610]	[305]	[1273]	[615]	[359]	187	84.8	
*G12				2000	100		[544]					[1270]	[610]	[305]	[1273]	[612]	[362]	218	98.9	
G13	34.5	38	200	600	40	210	25.18	18	50	24	18	53.89	23.25	15.11	202	91.6				
G14				1200	61		[640]					[457]	[1270]	[610]	[457]	[1369]	[605]	[395]	209	94.8
G15				1800	70		[646]					[1270]	[610]	[457]	[1375]	[613]	[409]	218	98.9	
*G16				2000	100		[646]					[1270]	[610]	[457]	[1375]	[611]	[445]	249	112.9	
G17	46	48.3	250	600	40	214	29.18	22	56	30	22	63.89	25.33	16.86	239	108.4				
G18				1200	61		[741]					[559]	[1422]	[762]	[559]	[1623]	[657]	[440]	246	111.6
*G19				1800	70		[748]					[1422]	[762]	[559]	[1629]	[654]	[470]	265	120.2	
*G20				2000	100		[748]					[1422]	[762]	[559]	[1629]	[665]	[491]	288	130.6	
G21	69	72.5	350	600	40	216	37.18	30	66	40	32	81.89	28.84	20.59	333	151.0				
*G22				1200	61		[944]					[762]	[1678]	[1016]	[813]	[2080]	[735]	[548]	350	158.8
*G23				1800	70		[951]					[1678]	[1016]	[813]	[2088]	[744]	[565]	361	163.7	
*G24				2000	100		[951]					[1678]	[1016]	[813]	[2088]	[754]	[588]	385	174.6	



Cleveland/Price Inc. 1400 Rt. 993 Trafford, PA 15085-9550		GH	DATE 05/16/1997	REV E
V2-C COPPER VERTICAL BREAK DISCONNECT SWITCH 7.2-69kV, 600-2000A, 3" B.C. INSULATORS		SF	DRAWING NO. C06A034	VERSION 1

Contractor Supplied Material

Contractor will be responsible for all installation tools and materials not listed as LWBEU Supplied Material this includes but not limited to; nuts, bolts, washers, spacers, standoffs, bus connectors, cable, etc.

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: March 29, 2022

DEPARTMENT: Electric Utility

TITLE:

Electric Utility Reliability, System Hardening and Reliability Improvement Program, and Projects Identified for Funding Under the Proposed Series 2022 Utility Revenue Bond

SUMMARY:

Staff informative report on Electric Utility Reliability, Examples of System Hardening and Reliability Improvement Program (“SHRIP”) projects underway, and Projects Identified for Funding Under a To-Be-Proposed Series 2022 Utility Revenue Bond

BACKGROUND AND JUSTIFICATION:

The City’s electric utility staff tracks and benchmarks City’s electric distribution system reliability to that of other electric utilities both statewide and locally as a comparison of relative performance. City’s electric system was designed and largely constructed over 50 years ago and needs significant refurbishment. As a result, the electric system is experiencing failures of critical components that are in operation well beyond expected service life and has largely fully depreciated as long as two decades or more ago, leading to customers experiencing high frequency of outages.

Electric reliability is in the public interest. The ability to deliver energy to our customers on a reliable basis improves the City’s image, enhances quality of life for residents that depend on electric service, aids in public safety, and helps retain and attract residents and businesses to our City. Staff has identified projects that do not just rebuild the system as it exists today but also include reliability enhancements. Recommended projects will yield greatly - reduced outage frequency, reduced outage durations, the ability to better withstand and rapidly recover after major storm events such as hurricanes, and improved power quality. The recommended projects will aid in accommodating growing amounts of distributed generation resources such as rooftop solar and emerging vehicle-to-grid technology, in addition to the ability to store and receive energy derived from local battery energy storage.

The electric utility staff has already initiated a series of major electric utility infrastructure projects being executed in phases beginning with the poorest performing circuits, with the aim of improving reliability and hardening its electric system. Initial funding came from funds on hand as well as new funds raised via the sale of the Series 2020 Utility Revenue Bonds. The Series 2020 bond sale also served to refinance all prior utility debt. The resultant effect of which was to not only lower debt service costs but also fund the a series of SHRIP projects currently underway, all while helping the electric utility achieve residential rates lower than its local benchmark comparator.

In order to continue with SHRIP, City’s staff will be presenting the next series of projects to be funded via a to-be-proposed Series 2022 Utility Revenue bond, authorization for which will be requested at a later meeting.

MOTION:

N/A

ATTACHMENT(S):

Presentation



LAKE WORTH BEACH

Electric
UtilitiesSM

CITIZEN OWNED ENERGY

Electric Reliability Presentation

Jason C. Bailey

Assistant Director – System Operations

CAIDI - Customer Average Interruption Duration Index

The average time to restore service to interrupted customers within a specified area of service over a given period of time.

SAIDI – System Average Interruption Duration Index

The average minutes of service interruption duration per customer served within a specified area of service over a given period of time.

SAIFI – System Average Interruption Frequency Index

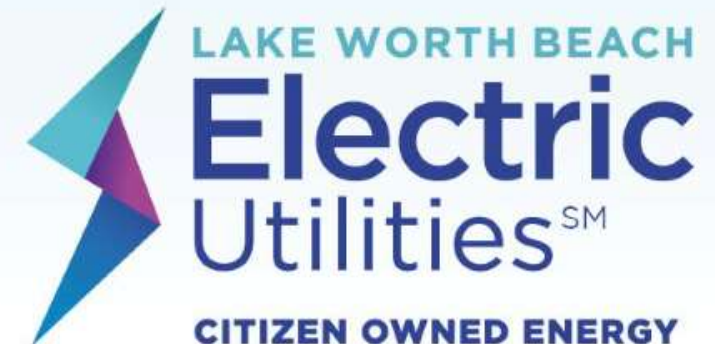
The average number of Service Interruptions per customer within a specified area of service over a given period of time.

MAIFI – Momentary Average Interruption Event Frequency Index

The average number of Momentary Interruption Events recorded on primary circuits for a specified area of service over a given period of time.

L-Bar – Average Duration of Outage Events

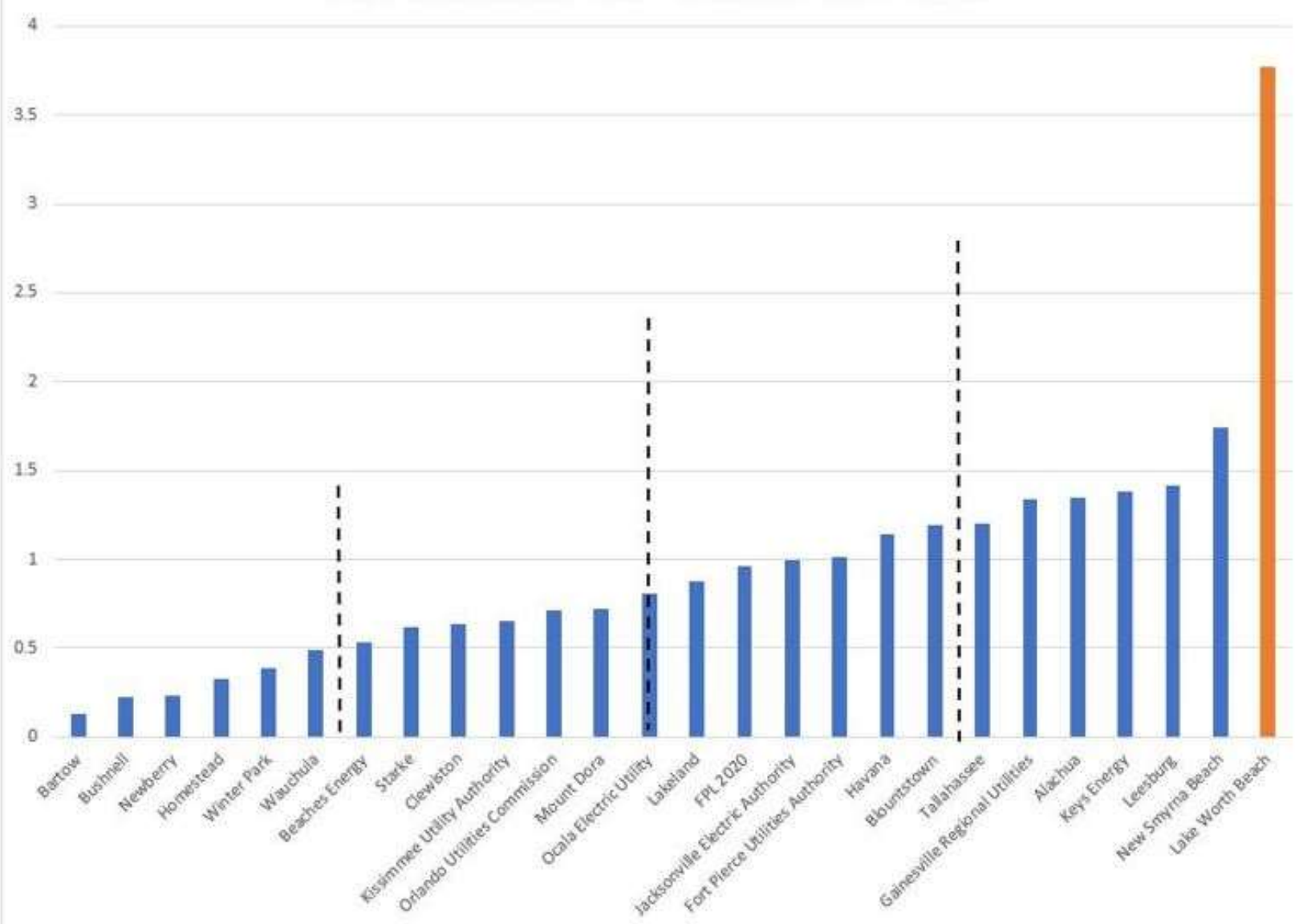
The sum of each outage event duration for all outage events occurring during a given time period, divided by number of outage events over the same time period within a specific area of service.



SAIFI - measures the average frequency of interruptions for the average customer

	YTD Nov Value	YTD Nov Goal	YTD Nov Rank	YTD Nov Quartile
LWBU - 2021	3.9	0.5	26/26	4th

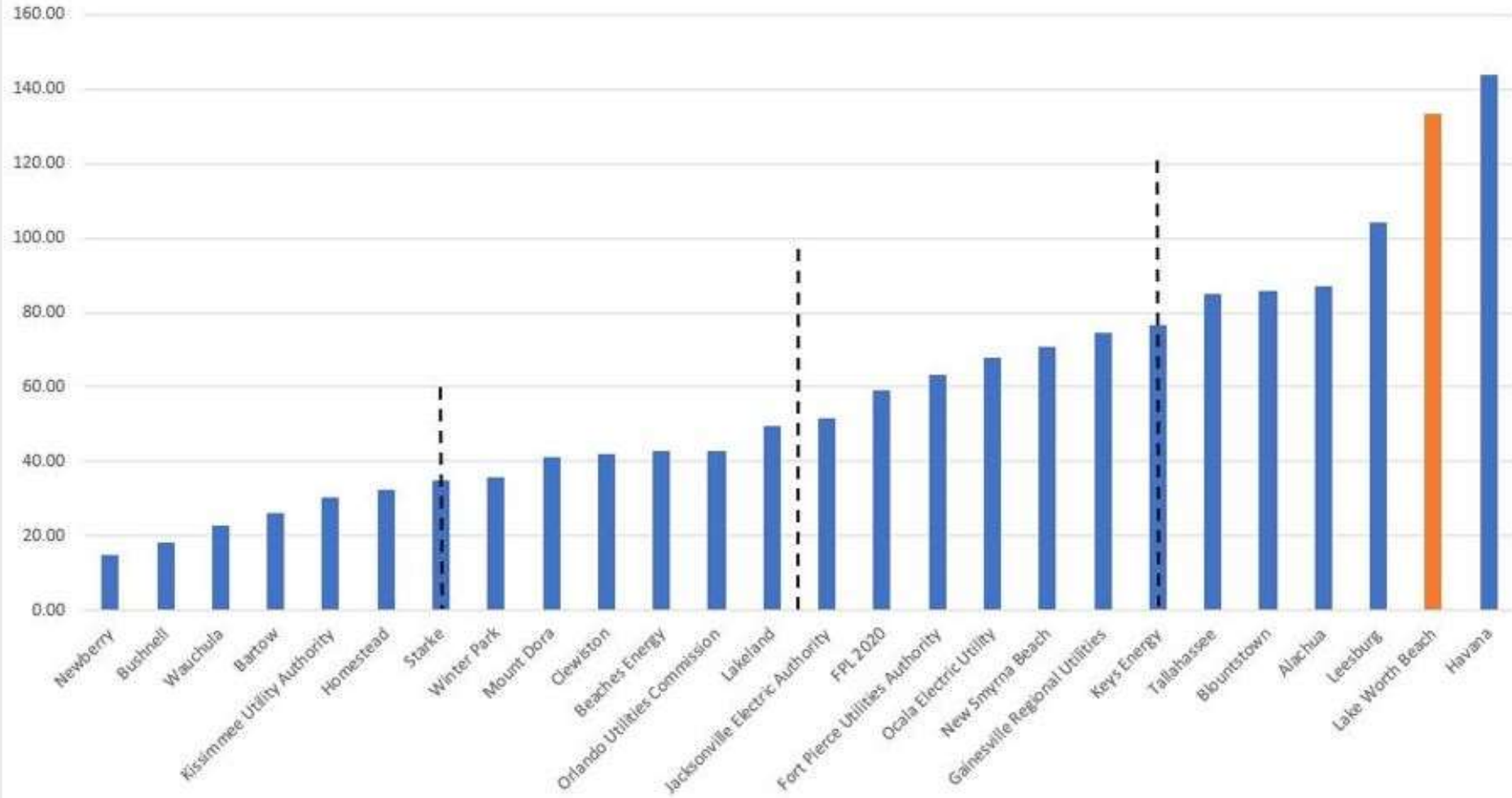
SAIFI - YTD November 2021 - 4th Quartile - Ranked 26/26



SAIDI - Measures the average duration of interruptions for the average customer

	YTD Nov Minutes	YTD Nov Goal	YTD Nov Rank	YTD Nov Quartile
LWBU - 2021	133.4	34.9	25/26	4th

SAIDI - YTD November 2021 - 4th Quartile - Ranked 25/26

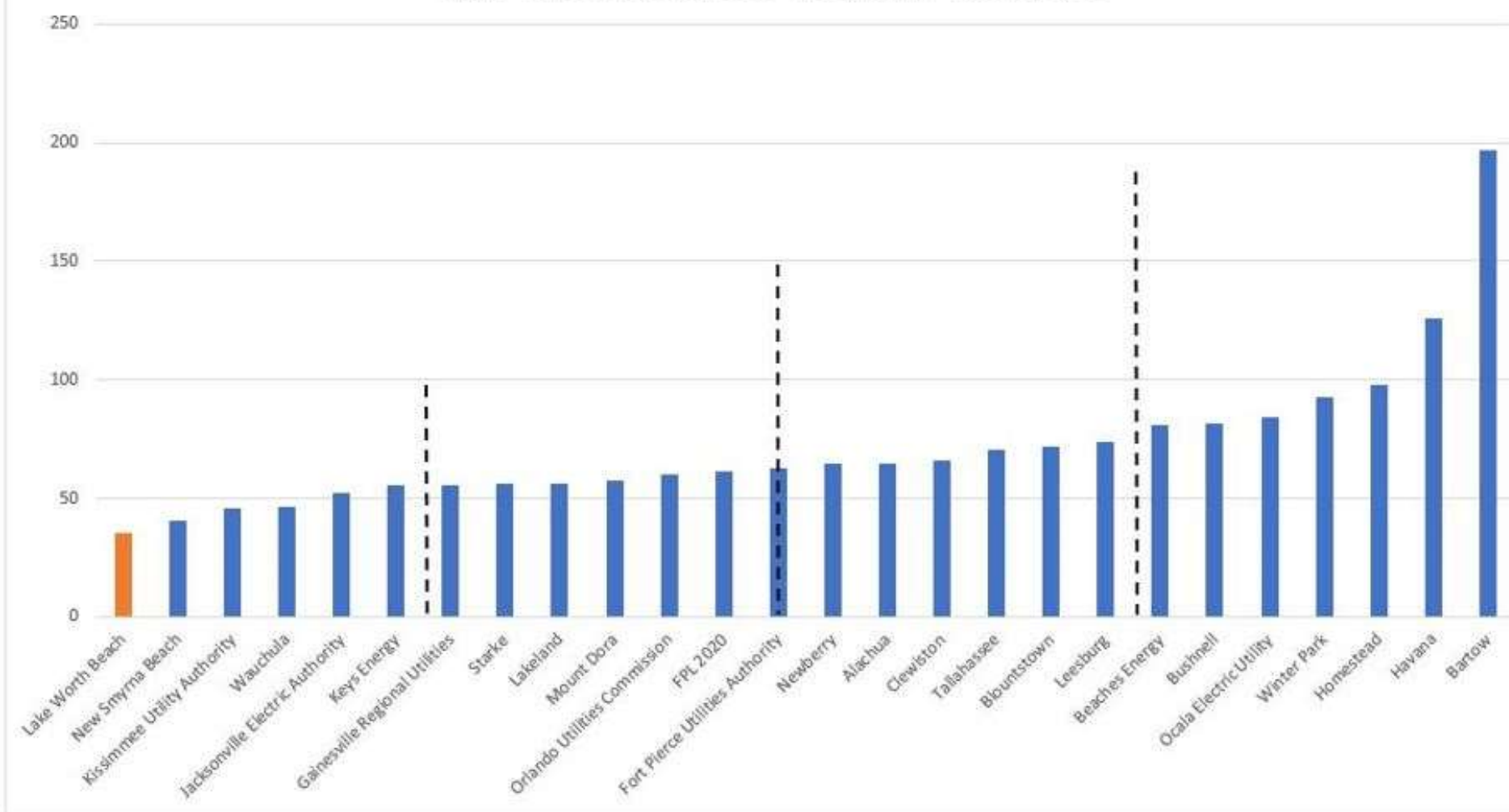


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CAIDI - Measures the average repair time experienced by the average interrupted customer

	YTD Nov Minutes	YTD Nov Goal	YTD Nov Rank	YTD Nov Quartile
LWBU - 2021	34.1	55.5	1/26	1st

CAIDI - YTD November 2021 - 1st Quartile - Ranked 1/26

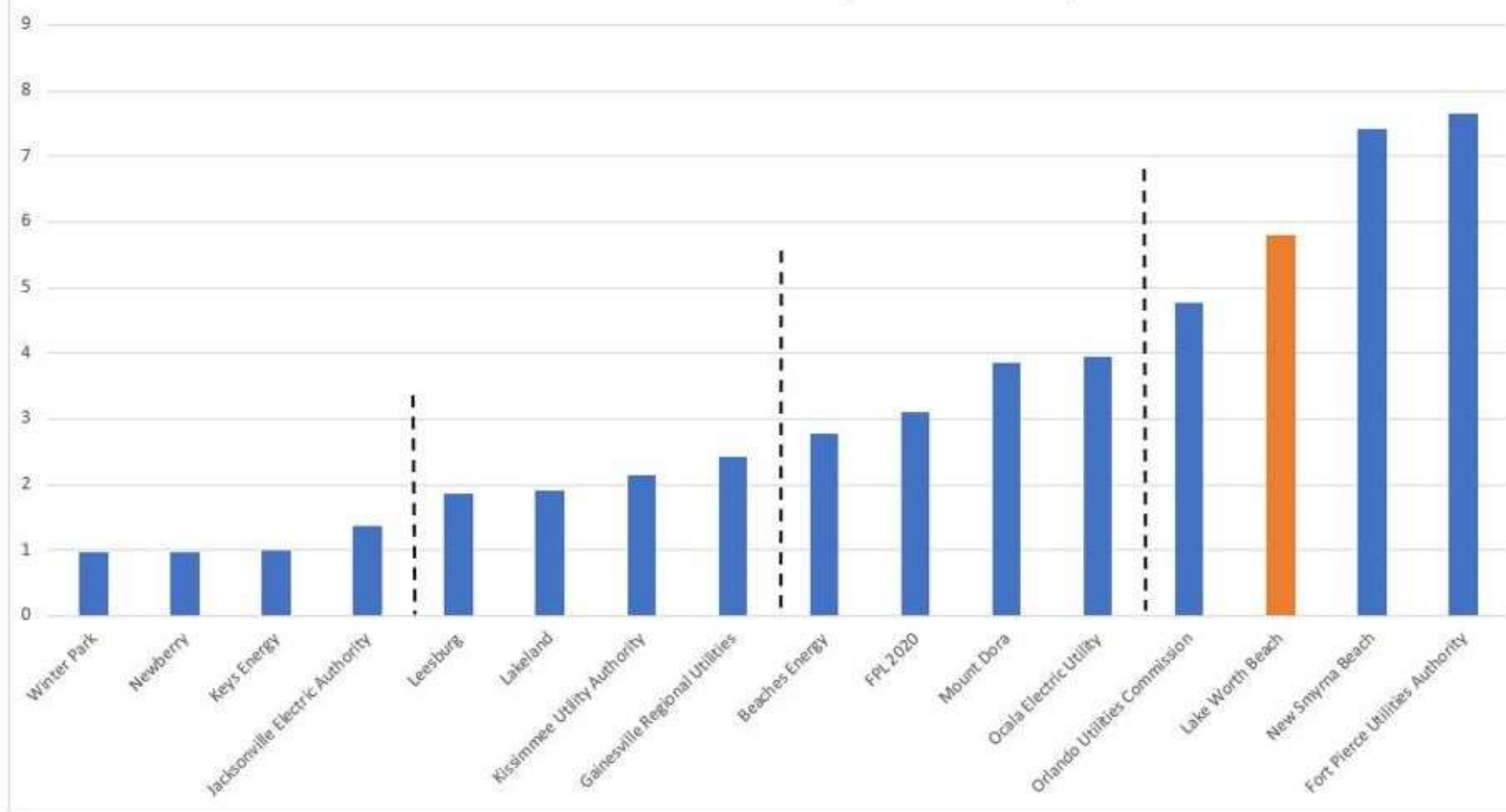


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MAIFI - measures the average frequency of momentary interruption events for the average customer

	YTD Nov Value	YTD Nov Goal	YTD Nov Rank	YTD Nov Quartile
LWBU - 2021	5.8	1.4	14/16	4th

MAIFI - YTD November 2021 - 4th Quartile - Ranked 14/16

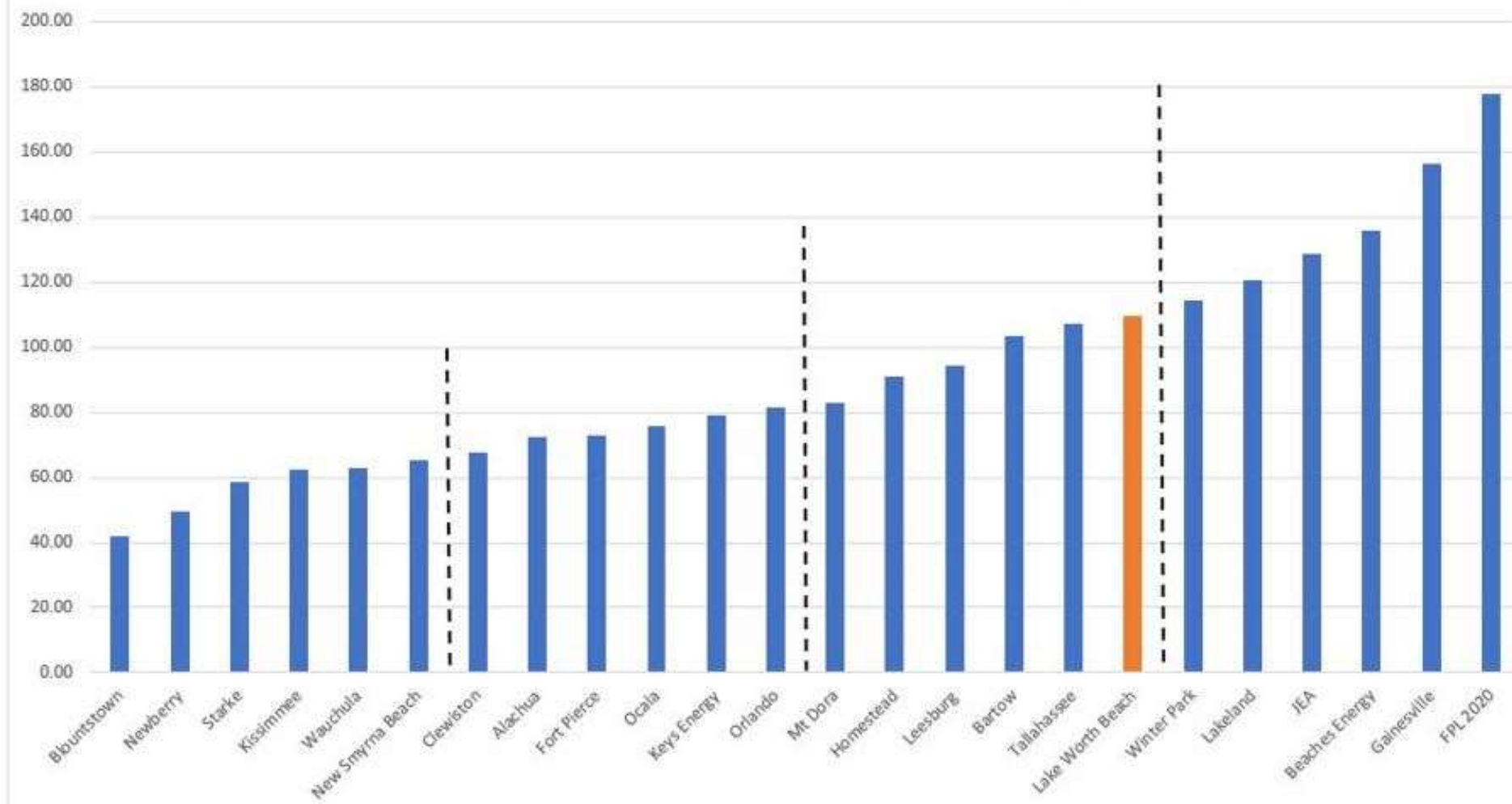


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L_BAR - Measures the average length of a single outage

	YTD Nov Minutes	YTD Nov Goal	YTD Nov Rank	YTD Nov Quartile
LWBU - 2021	107.4	65.1	18/24	3rd

L-BAR - YTD November 2021 - 3rd Quartile - Ranked 18/24



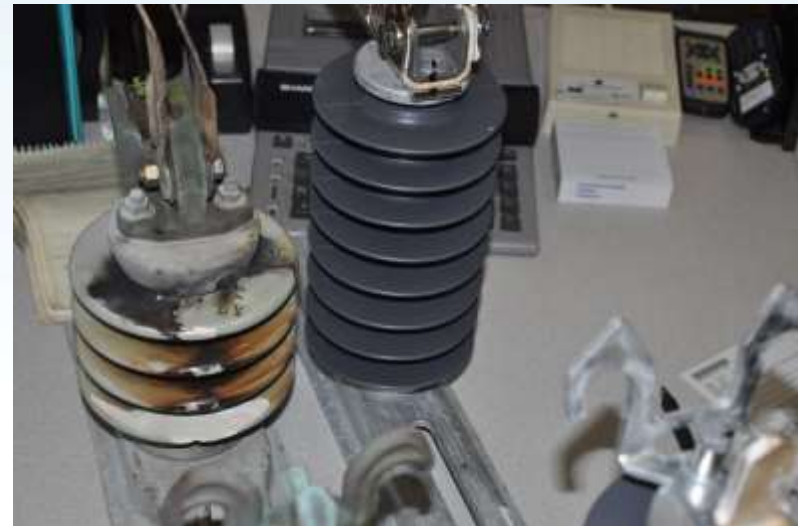




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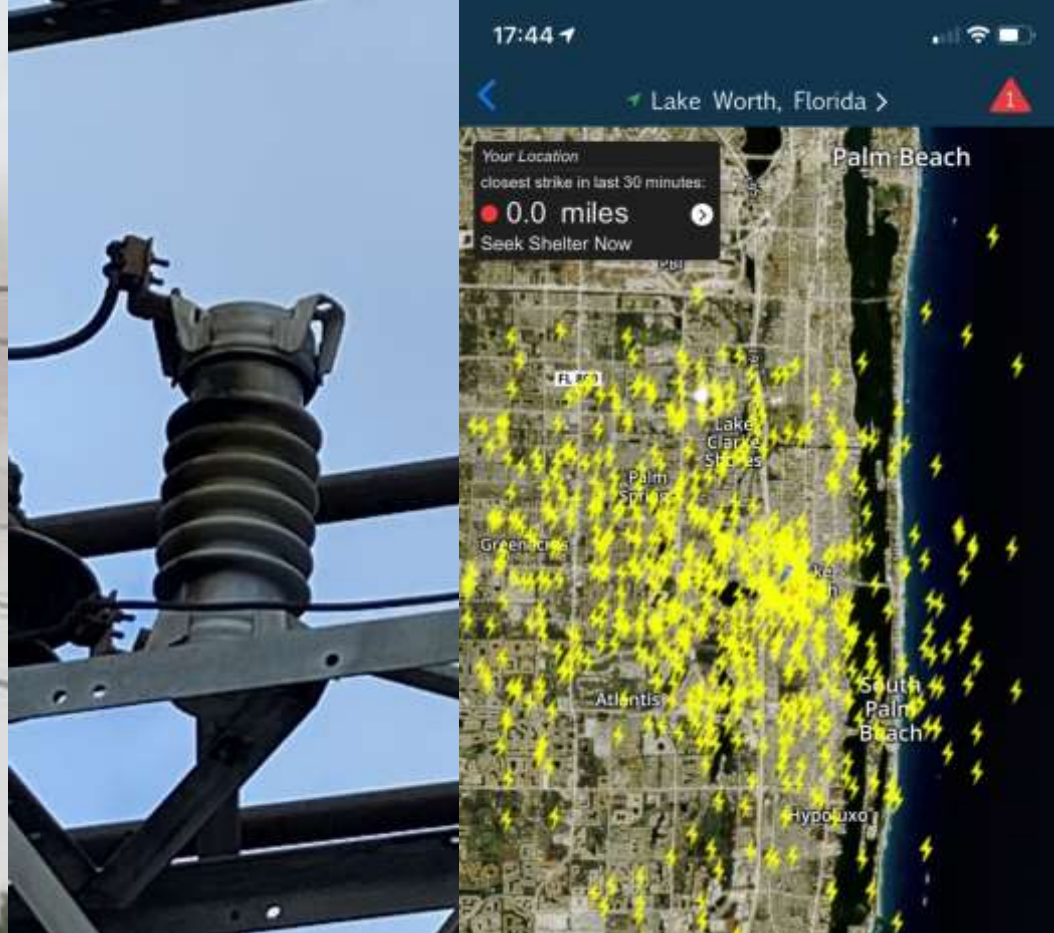
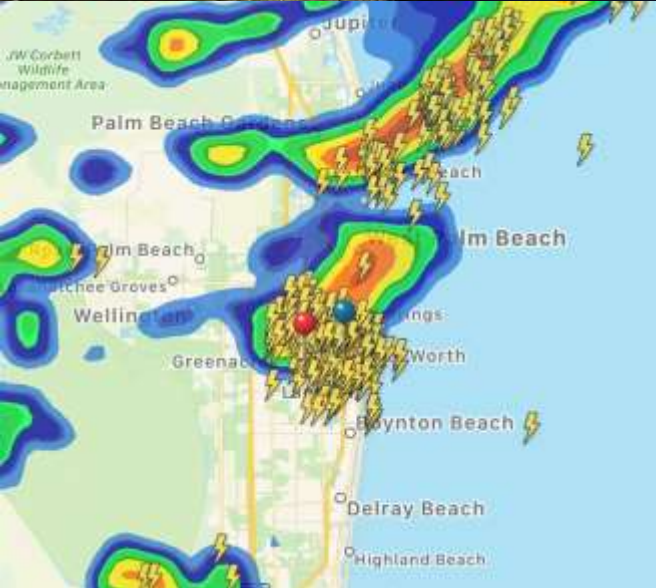


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System Hardening and Reliability Improvement Program

Walt Gill

Assistant Director of Electric Transmission & Distribution

Why Perform SHRIP?



1. Support load growth & to create “A Grid of the Future”
 - ❖ Net Metering/Rooftop Solar
 - ❖ At-home & Public EV charging stations & Vehicle to Grid Technology
 - ❖ Battery Energy Storage
 - ❖ Micro-Grids
2. Build in redundancy; improved operating flexibility for reduced outage times
 - and quicker recovery from storm events
1. Resiliency against weather and wildlife
2. Automation
 - Less manual switching done by crews, safer and faster
3. Keep our costs down
 - Make every kW produced count; reduced line losses
 - Improve Power Factor
4. Prolong equipment life
5. Reduce warehouse and stock items
6. Streamline processes
7. Increase personnel productivity
8. Standardized distribution voltage of 26kV; ensures system capability to deliver and receive energy from distributed resources
9. Replace and upgrade the aging equipment and substation structures
 - Meet NESC, NFPA 70E, OSHA standards

Typical SHRIP Activities Underway and Funded Using Series 2020 Revenue Bonds



- ✓ Repair and/or replacement of the least reliable 26kV system components; Rebuilding substations, new transformers; replacing rotting poles, insulators and steel brackets
 1. Decrease the number of outages
 2. Personnel and Public safety
- ✓ Upgrading to higher distribution voltage; Conversions of 4kV circuits to 26kV
 1. Solves the problem of overloaded lines
 2. Allows for more system switching flexibility
 3. Saves money by decreasing the line losses
- ✓ Splitting large circuits into smaller sections; Sectionalizing Circuits
 1. Less customers affected by each outage = less outages experienced by each individual customer
- ✓ System Automation; new SCADA & New System Operations Center
 1. Improved visibility and understanding of how the system is operating
 2. Improved control and rapid switching
 3. Decrease outage restoration time



Tie Line Protection & Control

Replacement of aged electro-mechanical relays were replaced with state of art micro-processor controls

- ✓ GPS Clock – time stamping of events to the Nanosecond; rapid identification of sequence of events during faults
- ✓ Ability to identify fault locations within feet
- ✓ Power Quality Monitoring
- ✓ Primary Line Protection
- ✓ Secondary Line Protection
- ✓ I/O Module-ATS Alarms
- ✓ Annunciator-Battery Charger Alarms

Specialized contractors performed inspections and repairs on the single 138kV transmission tie line serving the while energized and supplying power to the City; reduced risks of multiple Island Operations.



Replaced inoperable 138kV Switches; renewed ability to isolate portions of the Transmission Tie Line for maintenance. These new switches are motor controlled and operated remotely via SCADA.

installed new pole and switch on the Transmission Tie Line which allows us to perform Main Yard maintenance without the need for an Island Operation.





Out with old and in with the new!

We replaced the original failing disconnect switches in the Main Yard that were manufactured in the late 1970's. These new switches will allow us to safely and reliability isolate equipment for maintenance and testing purposes.

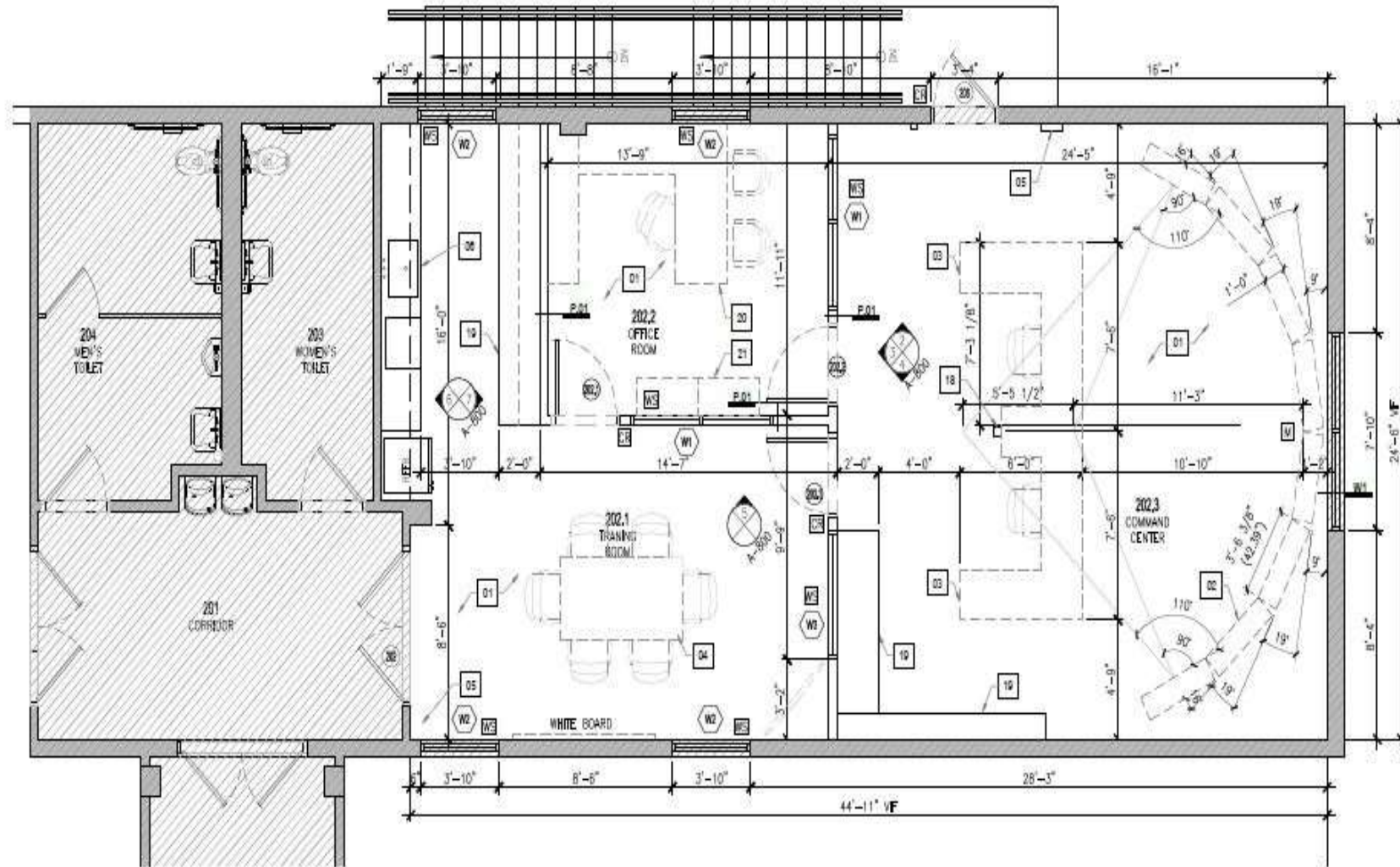


Inspected & Repaired Static Line on the 138kV Tie Line

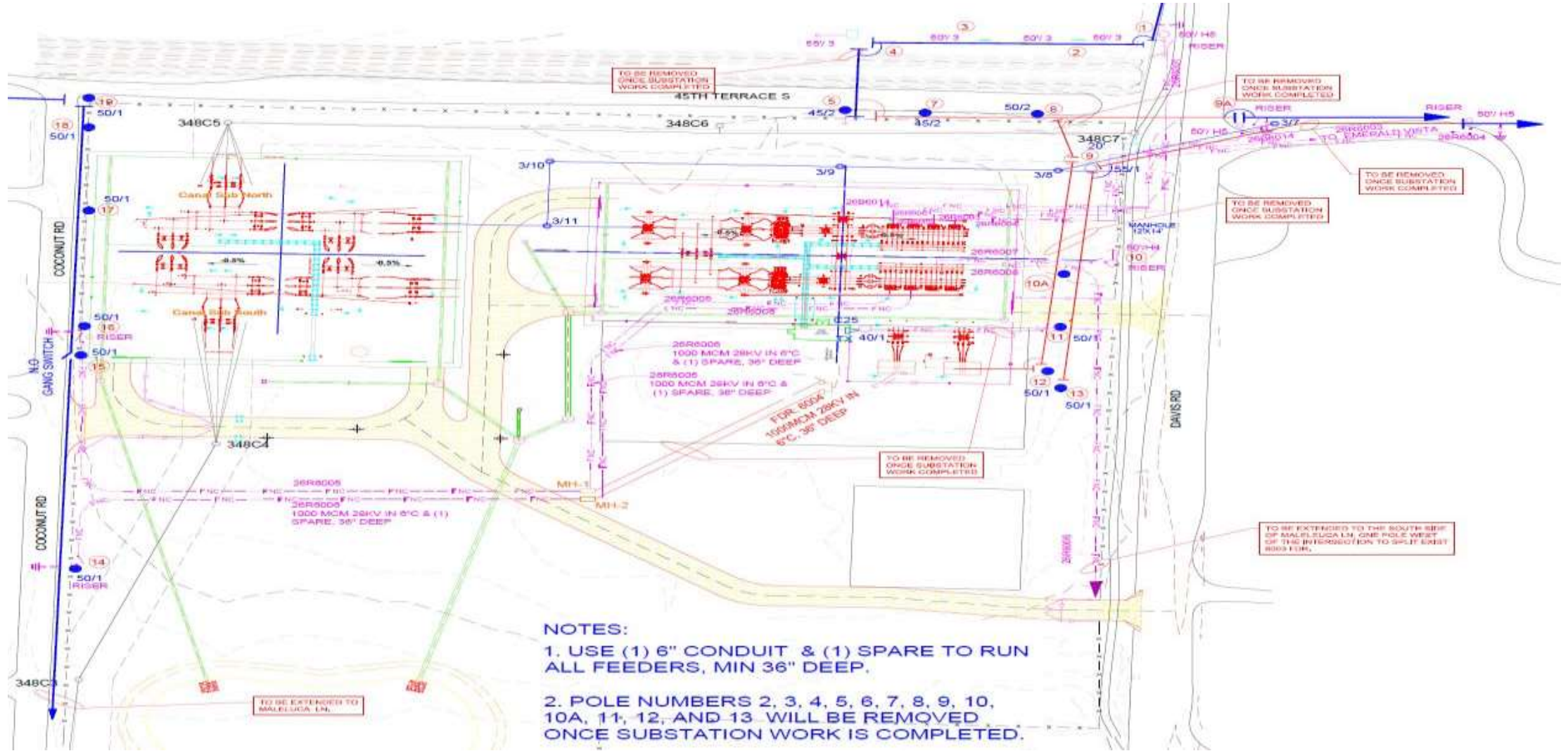
Drone inspections revealed points of failures and high priority repairs

- ✓ Repaired spalling pole-top concrete
- ✓ Repaired failed and separated pole bonds
- ✓ Replaced worn brackets

New Electric System Operations Center



2020 Bond SHRIP Projects – New 138kV Canal Switch Yard & 8-Bay Distribution Substation



- NOTES:**
1. USE (1) 6" CONDUIT & (1) SPARE TO RUN ALL FEEDERS, MIN 36" DEEP.
 2. POLE NUMBERS 2, 3, 4, 5, 6, 7, 8, 9, 10, 10A, 11, 12, AND 13 WILL BE REMOVED ONCE SUBSTATION WORK IS COMPLETED.

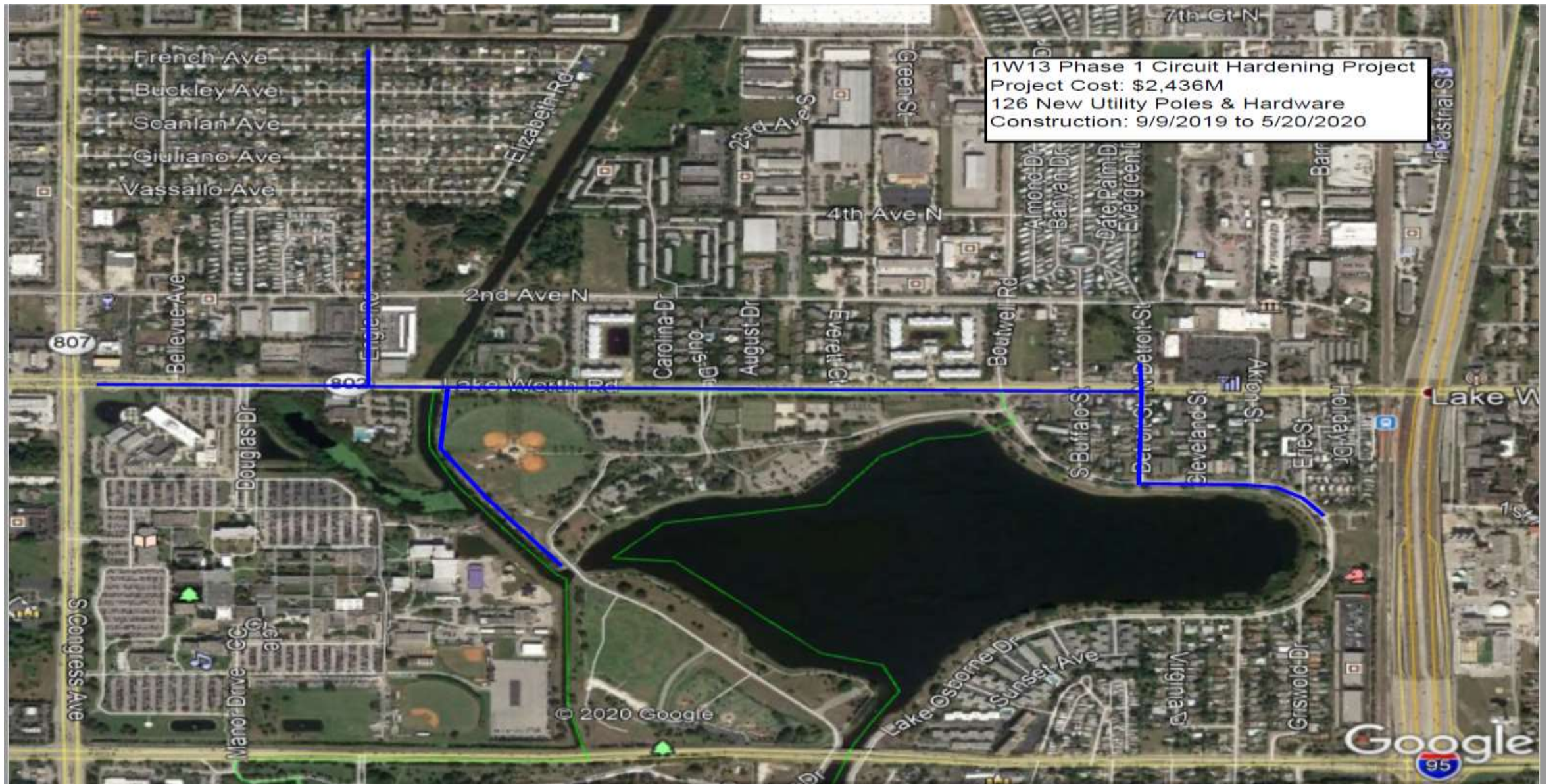


Distribution Scope

- ✓ Remove/Replace steel cross-arms; replace with fiberglass cross-arms
- ✓ Remove/Replace deteriorated wood cross-arms as needed
- ✓ Remove/Replace deteriorated wood poles
- ✓ Remove/Replace open-wire secondary; replace with insulated 4/0 triplex
- ✓ Upgrade insulators to current design standard
- ✓ Remove any “Automatic” Conductor Sleeves and Replace with Compression Type
- ✓ Install animal guards
 - Middle Φ on cross-arms/vertical/Modified-vertical construction
 - Install insulated bird-wire on transformers, fuse switches and Lightning Arresters (“LA’s”)
 - Install “eel-guard” on feeder jumpers/junctions
- ✓ Replace blown or damaged LA’s
- ✓ Remove/Replace leaking or deteriorated transformers
- ✓ Test all ground rod locations; maximum 25 Ohm’s, record per location
- ✓ Repair/replace missing/damaged pole bonds
- ✓ Replace broken or missing down-guys
- ✓ Inform CLWB EU team of areas requiring vegetation management
- ✓ Coordinate all planned outages
 - Hang door notices 72 hours in advanced, phone calls if number on record
 - Provide PIO with with outage schedule and affected locations



Project Example: "West13" Circuit Phase 1 Area Covered





In early 2019 the West 13 Circuit was ranked the system's poorest performing circuit

- ✓ August 2019; Phase 1 Construction Started
- ✓ October 2019; Mid-point Reclosers placed in Service
- ✓ July 2020; Work Complete, System returned to Normal Configuration





West 13 Phases 2 & 3

- ✓ Phase 2 design completed and currently acquiring permits and materials
- ✓ Construction of Phase 2 is currently scheduled to begin summer of 2022.
- ✓ Phase 3 currently designed; funding & scheduling pending FY2023



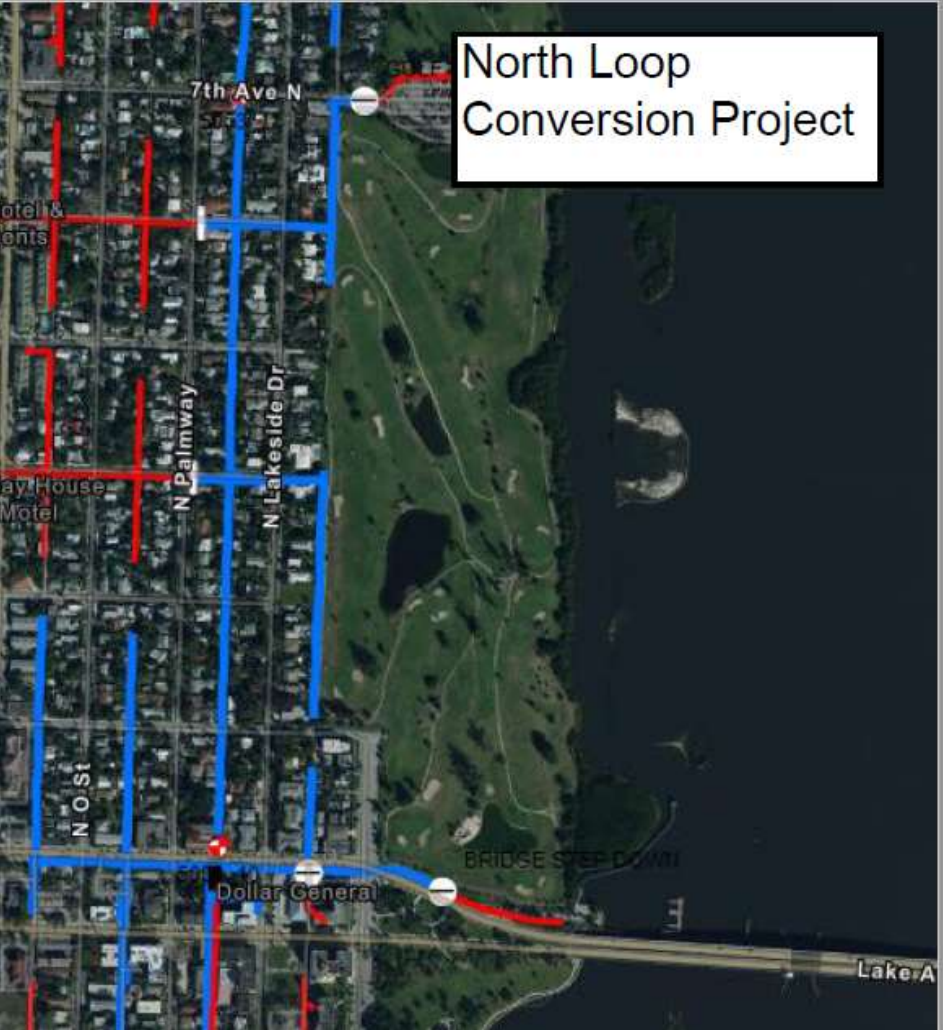
Looping Projects – Internal Crews

- Productive use of in-house labor
- Learning opportunity for larger scale work to come
- Alleviated immediate needs ahead of availability of bond funds
- All design and construction was completed by our own in-house engineers and line crews



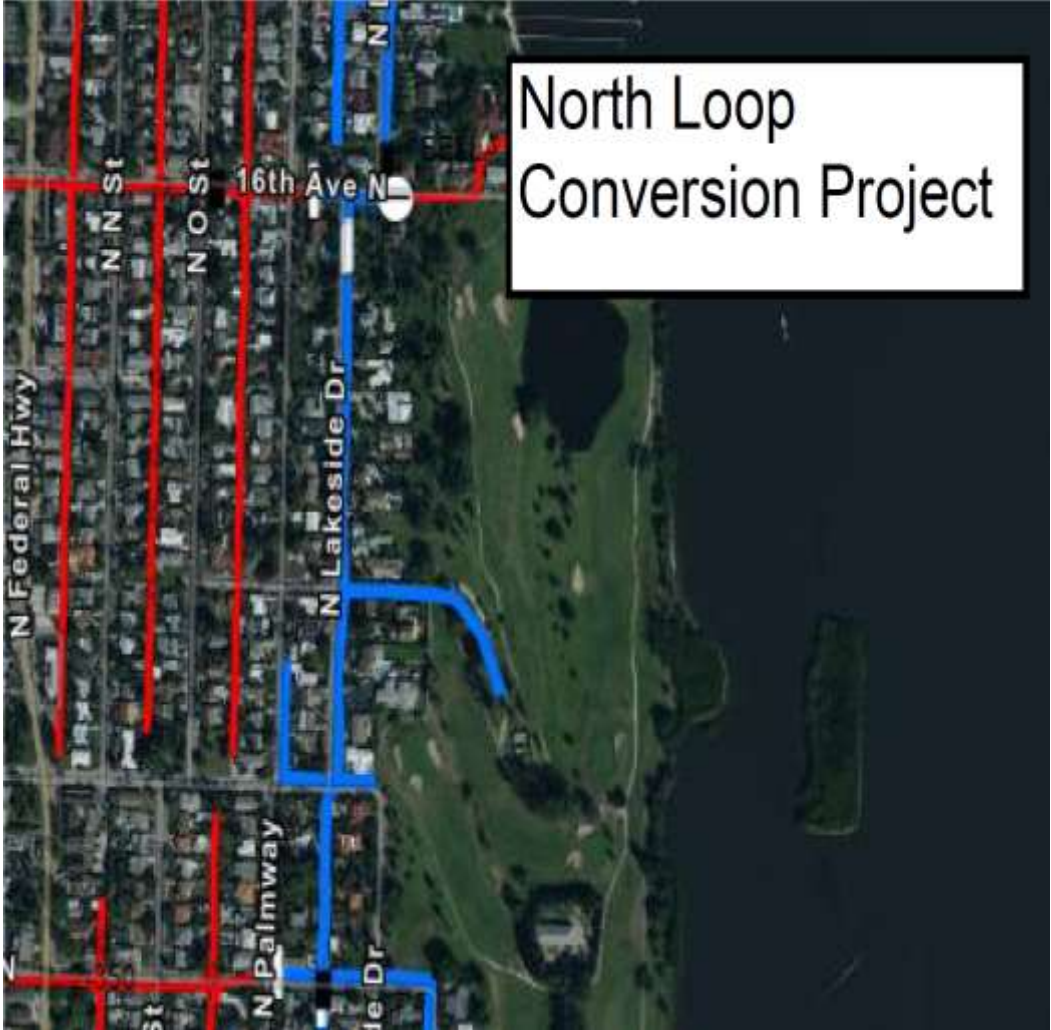


North Loop Conversion Project



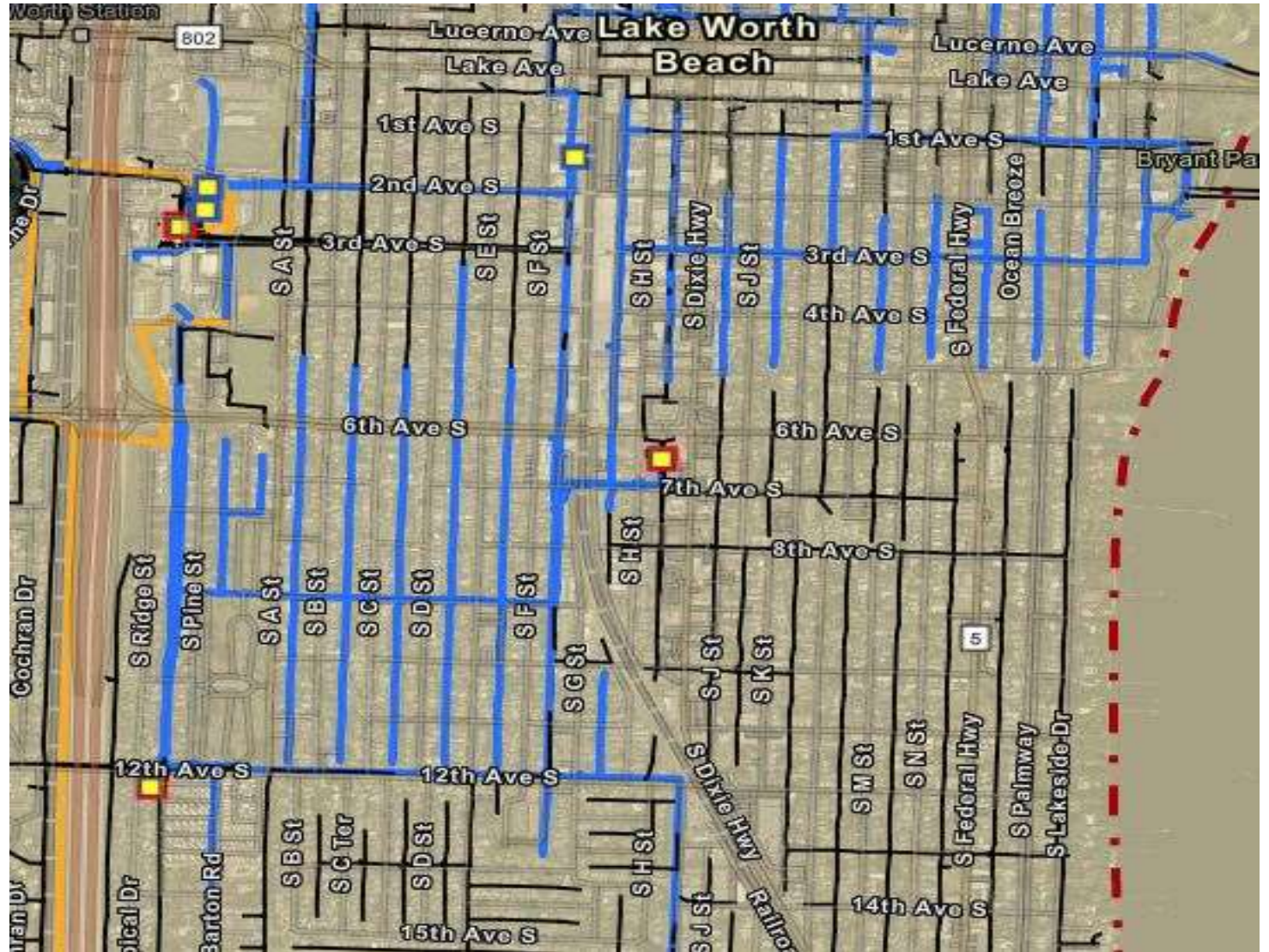
- District 3 Area
- The old 4kv circuits were operating beyond ideal limits

North Loop Conversion Project





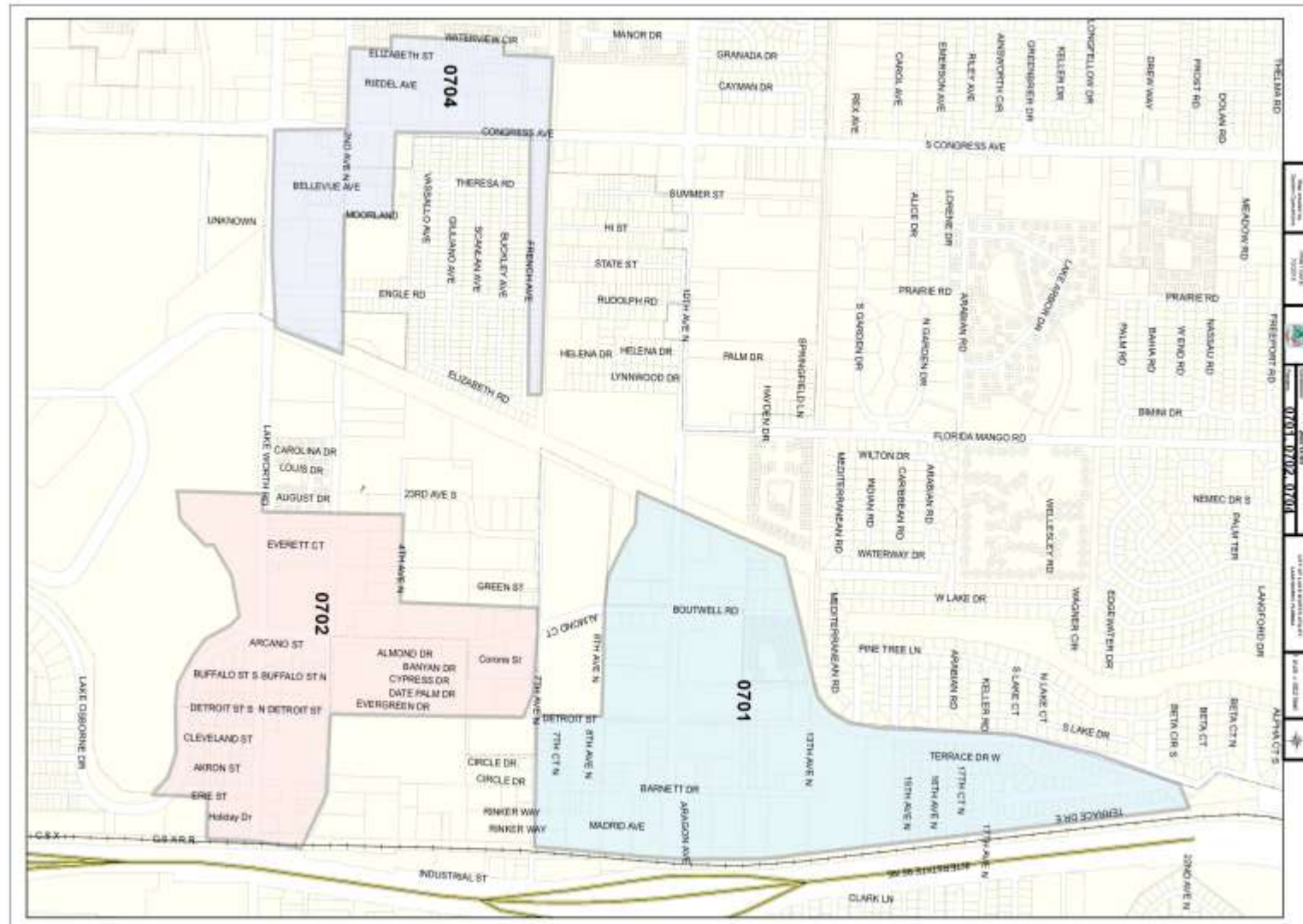
- Districts 1 & 4 Area
- The old 4kv circuits were operating beyond ideal limits





7th Ave N Substation Rebuild and Circuit Hardening District 2

- 7th Ave N feeds the area West of I-95.
- This Substation services 1,150 Customers
- On Going Project
- Forecast to complete April 2022





Old 7TH Ave Substation Equipment



7th Ave Substation Rebuild
Underway





7th Ave Substation Rebuild
Underway







With Internal Crews and Contractors Working Together – Since Starting SHRIP...

- 931 Poles have been replaced and upgraded
- 394 Transformers have been replaced and upgraded
- 3800 feet of feeder conductor replaced and upgraded with 336 ACC Conductor
- Removed 26506 feet of Open Wire and replaced with Triplex





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CIP & SHRIP Series 2023 Revenue Bond Requirements for Project Funding

Paul Nicholas

Engineering Manager – Special Projects

2021 Poorest Performing Circuits

CIRCUIT #	CIRCUIT COUNT	CUSTOMERS AFFECTED	TRIP/ CLOSE	# AFFECTED T/C	OUTAGE MINUTES	TOTAL OUTAGE MINUTES	OUTAGE COUNT	CUSTOMERS AFFECTED	TRIP/ CLOSE	# AFFECTED T/C	OUTAGE MINUTES	TOTAL OUTAGE MINUTES	OUTAGE COUNT	WORST
CC26B6001	1806	4807	11	14632	5780	196713	59	44	52	48	52	52	52	300
CC26B6003	2597	7661	4	3953	3521	210187	42	49	42	41	51	51	51	285
CC26B1W13	2213	3628	7	9223	2566	145527	24	42	50	45	48	48	47	280
26B6001	799	2777	7	12621	2428	110237	23	41	49	47	46	46	46	275
26R0603	1142	5324	4	4002	2417	136321	21	46	41	42	45	45	45	264
26R6001-1	1007	2030	4	2011	3352	86476	36	36	40	37	50	50	50	263
26B6003	2016	5627	1	2597	2479	184612	28	47	32	39	47	47	49	261
26R1W13-1	960	1231	5	4797	1453	108245	11	34	45	44	43	43	41	250
26B5003	3505	8583	6	19666	525	340466	11	50	48	49	30	30	42	249
26B1W13	2213	2394	2	4426	1089	37210	12	39	37	43	41	41	43	244
26B6004	1377	458	1	1373	2988	58784	27	28	31	35	49	49	48	240
26R1801	477	566	5	2384	1257	30746	11	30	44	38	42	42	40	236
26R6003-1	581	2034	3	1356	1042	25575	14	37	39	34	40	40	44	234
26B1E12	3855	39	7	33073	577	3627	7	15	51	52	31	31	38	218
26B1W05	4872	4664	5	24118	426	307777	3	43	47	51	25	25	24	215
4A3N13	816	119	2	1629	655	19520	6	24	35	36	32	32	35	194
4R1204	428	45	2	854	859	4493	7	17	33	30	38	38	36	192
4R1201	559	68	1	559	820	11845	6	21	27	27	37	37	33	182
4R1502	679	64	1	679	1005	11580	3	19	29	29	39	39	23	178
26B1E09	1639	4992	2	3284	135	125639	4	45	36	40	11	11	28	171

Circuits were ranked 1 to 52 in 5 separate categories with 52 being the poorest performance rating.

These 5 categories included customers affected, breaker operations, outage minutes per customer, total outage minutes, and number of outages on the circuit.

Performance ranking & methodology will be included for review by independent engineering firms in addition to bond rating agency and investors.



2022 Series Bond Request

Electric Utility FY 22 Year Budget Request

Account Details

FY 2022

Item	Project Title	Project Number	GL Account #	Description	FY22 Request	Pay Go	Series 2022 Bonds
10	Line Truck Replacement	No # required	421-6034-531-64-30	Machinery & Equipment / Vehicles	580,500		580,500
12	EV Charging Station	No # required	421-6020-531-64.40	Machinery & Equipment / Misc. Equipment	310,000	30,000	280,000
19	1900 Building Improvements Phase 2 - Breakroom, Men's Lavatory & Line Worker Ready Room	EL 22XX	421-6010-531-62-00	Service / Buildings	259,875		259,875
20	Cultural Plaza/Customer Service Renovation	EL 22XX	421-6010-531-62-00	Service / Buildings	750,000		750,000
21	Meter Test Board	EL 22XX			50,600	50,600	
22	Warehouse Forklift	EL 22XX			67,000	67,000	
23	NERC CIP Security	EL 2201	421-6020-531-63.15	Improve Other than Build / Infrastructure	108,500	108,500	
26	System Hardening & Reliability Improvement (SHRIP)	Multiple #'s	421-6034-531-63-15	Improve Other than Build / Infrastructure	35,240,000		37,840,000
Total Electric Fund					37,366,475	256,100	39,710,375



2022 Bond SHRIP Projects

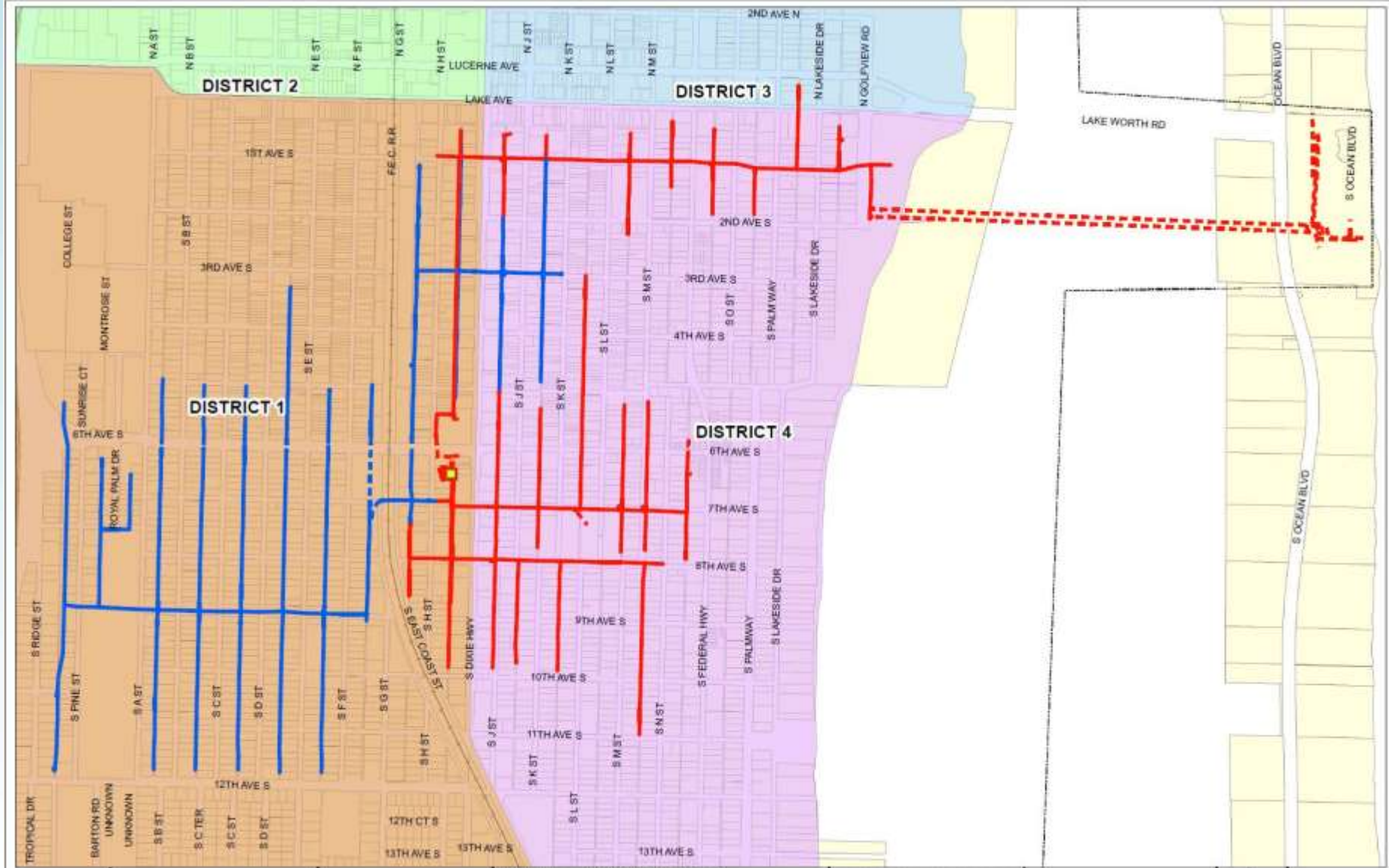
Item	Project Title	Project Number	Account Details		Series 2022 Bond
			GL Account #	Description	FY22
	Substation				
6	6th Ave S sub (6-bank station Additional Construction costs and Land Purchase)	SH2111	421-6034-531-63-15	6th AVE South (H Street) Substation Design & Construction	\$ 1,200,000
13	Substation Capacitor Banks (Main Yard)	SH22XX	421-6034-531-63-15	Main Yard Capacitor Banks, Study, Eng, Materials & Install	\$ 500,000
14	Digital Gas Analysis Equipment from ABB for (4) large power transformers	SH22XX	421-6034-531-63-15	Digital Gas Analyzer for XFMRS & SCADA	\$ 225,000
15	SEL FR12 Digital Fault Indicators (12 sets)	SH22XX	421-6034-531-63-15	Fault Indicators	\$ 15,000
16	12th AVE SUB (Design & Construction)	SH22XX	421-6034-531-63-15	R/R Existing 4kV with 26kV	\$ 4,000,000
	Distribution				
24	6th AVE S. - Circuit Construction (0601,0602,0604)	SH2123	421-6034-531-63-15	6th AVE/H Street Substation Circuit Design, Constr. & Voltage Conversion	\$ 10,500,000
25	6th AVE S. - Circuit Construction (0603)	SH2124	421-6034-531-63-15	6th AVE/H Street Substation Circuit Design, Constr.	\$ 3,000,000
26	1W05 Phase 1 -Constr. A St. & 10 th Ave N to 18 th Ave N, East on 18 th Ave N to Substation	SH2125	421-6034-531-63-15	1W05 Phase 1 Constr.	\$ 3,000,000
27	1W05 Phase 2 -Constr. RR Tracks 18th Ave N to 24th Ave N	SH2126	421-6034-531-63-15	1W05 Phase 2 Constr.	\$ 1,500,000
28	1W05 Phase 3- Design - UG Work (W05-E09-E06-3N11-3N12)	SH2127	421-6034-531-63-15	1W05 Phase 3 Design & Construction	\$ 250,000
30	Beach Tie - New ICW Crossing Construction	SH2129	421-6034-531-63-15	Design for New ICW crossing to Casino Complex	\$ 3,000,000
36	138kV Tie-Line Underbuild Distribution Circuits Constr. (6004 & 6003)	SH 2135	421-6034-531-63-15	Distribution Underbuild on FP&L 138kV T-Line	\$ 2,500,000
45	1E09 & 1N11/0703 UG at 7th AVE N & I-95	SH 22XX	421-6034-531-63-15	E09 & 1N11/0703 UG at 7th AVE N & I-95	\$ 400,000
39	System Reclosers	SH22XX	421-6034-531-63-15	Distribution System Reclosers	\$ 250,000
40	XPLE UG Cable Replacement @ Various Locations & Substations	SH22XX	421-6034-531-63-15	XPLE UG Cable Replacement	\$ 500,000
41	12 AVE S Sub Circuits	SH22XX	421-6034-531-63-15	12th AVE Circuits (1201, 1202, 1203 & 1204)	\$ 4,500,000
42	New Main Yard Feeder 1W18	SH22XX	421-6034-531-63-15	New Main Yard Feeder tie to 1W05/1E03	\$ 2,500,000
				Totals \$	37,840,000

FY 20-21 Challenges Encountered

- ✓ COVID related issues led to decrease in productivity
- ✓ Material shortages & long lead times
- ✓ Increase in material costs, shipping & logistic challenges



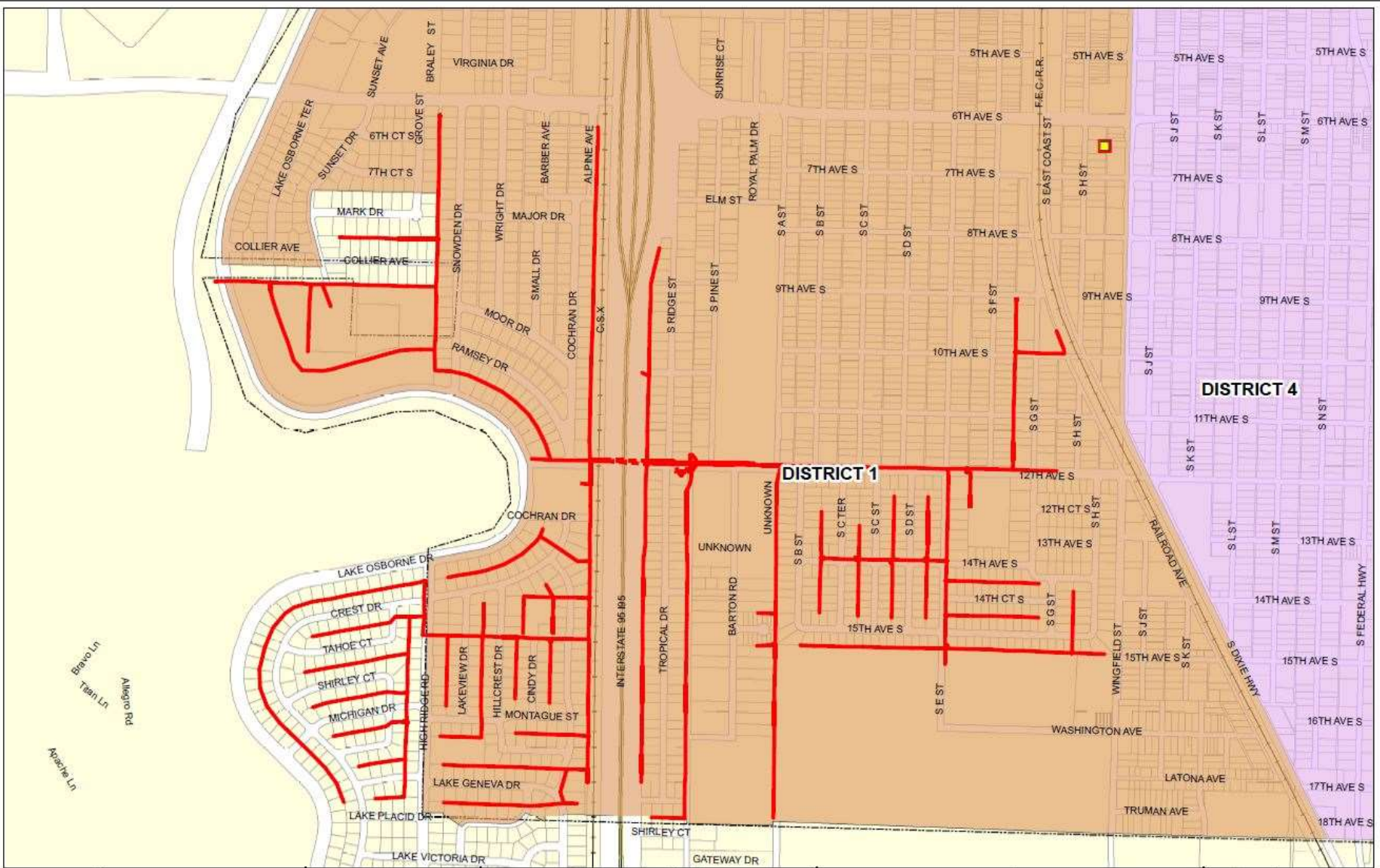
2022 Bond SHRIP Projects Geographically; 6th AVE Circuits & Beach Tie



Existing 4kV Substation (4 Bay)
 New 26kV Substation (6 Bay)
 Customers Served (2,569)

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2022 Bond SHRIP Projects Geographically – 12th AVE Sub & Circuits

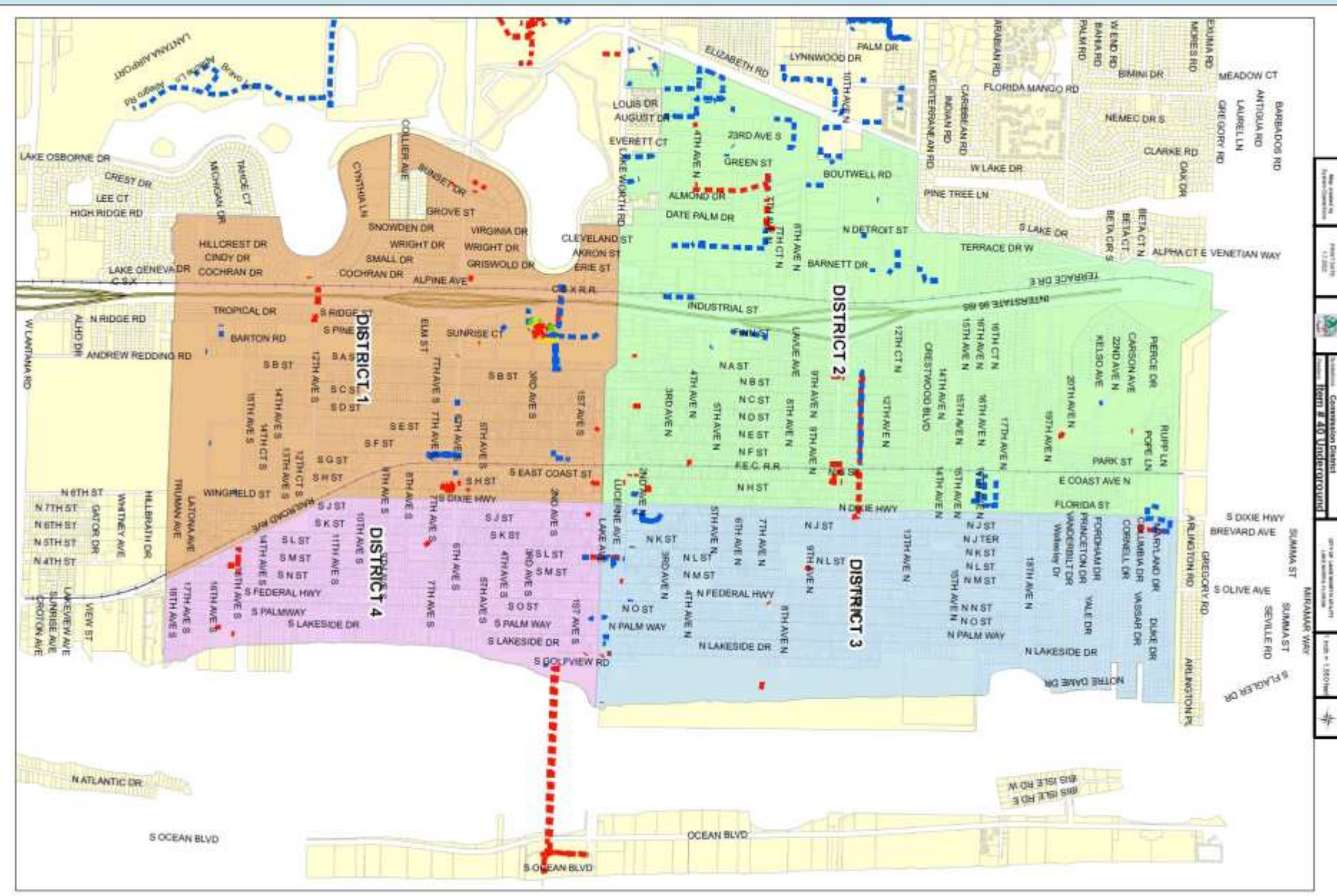


Existing 4kV Substation – 4 Bay
 New 26kV Substation – 4 Bay
 Customers Served – 2,194

MAP PRINTED BY: System Operations	LAST UPDATE: 1.24.2022	Substations: Commission District	CITY OF LAKE WORTH UTILITIES LAKE WORTH, FLORIDA	1 inch = 667 feet	
		Feeders: 12th Ave South Circuits			

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2022 Bond SHRIP Projects Geographically – Underground Feeder Replacement



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Thank you... Questions?

